

**STOCKBRIDGE AT TANGLEWOOD,
A Condominium**

**FOURTH AMENDMENT TO BY-LAWS
(Regarding Insurance Deductible)**

WHEREAS, real property located within the condominium known as "STOCKBRIDGE AT TANGLEWOOD, A Condominium" (hereinafter the A Condominium) is subject to the condominium regime established pursuant to a certain Declaration dated August 1, 1983 which was duly recorded August 2, 1983 in Liber 6142 at folio 519, together with the Plats and Plans thereof among the Land Records of Montgomery County, Maryland; and

WHEREAS, the Maryland Legislature amended Section 11-114 of the Maryland Real Property Article, effective October 1, 2001, to permit a condominium to hold a unit owner responsible for the first \$1,000.00 of the condominium's insurance deductible where the cause of any damage or destruction to a condominium originates from a unit, and the bylaws provide for said charge; and

WHEREAS, the Board of Directors for the Condominium recommended this bylaw amendment in order to encourage residents to maintain their units and thereby reduce the amount of insurance claims being made against the Condominium's insurance policy; and

WHEREAS, the Council of Unit Owners for the Condominium adopted at its annual meeting on June 18, 2002 these amendments to the By-Laws for the Condominium recorded in Liber 6142, folio 531, among the Land Records for Montgomery County, Maryland;

NOW THEREFORE, the Council of Unit Owners, hereby amends the By-Laws for the Condominium as follows:

1. Article VII, Section 2, entitled "Insurance Limitations", is hereby amended by adding a new subparagraph (h) to read as follows:

(H) all policies shall contain a notation that the owner of the unit where the cause of the damage or destruction giving rise to an insurance claim originated is responsible for the first \$1,000 of the Condominium=s property insurance deductible for any claims which arise out of said damage or destruction.

2. Article VII, entitled AINSURANCE@, shall be amended by adding a new Section, entitled ASection 7, Insurance Deductible@, to read as follows:

If the cause of any damage or destruction to any portion of the Condominium, including both the common areas and the units, originates from the common elements, the Condominium=s property insurance deductible is a common expense. However, if the cause of any damage or destruction to any portion of the Condominium, including both the common areas and the units, originates from within a unit, the owner of the unit where the cause of the damage or destruction originated is responsible for the first one thousand dollars (\$1,000.00) of the insurance deductible for any claims which arise out of said damage or destruction. In such a case, the Condominium=s property insurance deductible amount which exceeds the \$1,000.00 responsibility of the unit owner is a common expense and is to be paid by the Condominium as such. If a unit owner who is responsible for any portion of the first one thousand dollars (\$1,000.00) of the insurance deductible fails to pay said amount to the Condominium within thirty (30) days after receiving notice of the Condominium=s claim therefor, the Condominium may recover the amount of such deductible in the same manner as it may collect any annual assessments levied under the provisions of Article VI of these By-Laws, including the rights and remedies set forth in Section 7 thereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 2002.

STOCKBRIDGE AT TANGLEWOOD, A Condominium

Tracy McCutcheon, President By: _____

STATE OF MARYLAND :
TO WIT :
COUNTY OF MONTGOMERY :

On this ___ day of _____, 2002, before me, the undersigned Notary, personally appeared Tracey McCutcheon, who has satisfactorily proven to be President of the Stockbridge at Tanglewood, a Condominium, whose name is subscribed to this written instrument, for the purposes therein contained.

Given under my hand and seal this ___day of _____, 2002.

Notary Public
My Commission Expires:

This is to certify that the within instrument was prepared by David C. Gardner, an attorney duly admitted to practice before the Court of Appeals of Maryland.

David C. Gardner, Esquire
600 Jefferson Plaza
Suite 308
Rockville, Maryland 20852
(301) 762-8475

This is to certify that at a General Meeting of the membership duly called for June 18, 2002, over twenty five percent (25%) of the members of The Stockbridge at Tanglewood Condominium were either present in person, or by proxy, and that over sixty six and two-thirds (66 2/3%) of the Unit Owners attending said meeting in person or by proxy voted in

favor of amending the By-Laws for the Stockbridge at Tanglewood, a Condominium, recorded at Liber 6142, folio 531 among the Land Records of Montgomery County, Maryland, in a manner consistent with the provisions of this Second Amendment to the By-Laws to which this certification is attached.

Secretary,
Stockbridge at Tanglewood,
A Condominium