


July 26, 2010

MEMORANDUM

TO: Montgomery County Planning Board

FROM: Carol S. Rubin, Associate General Counsel 
301.495.4646

RE: Strathmore Park at Grosvenor Condominium
Approval of Amendment to Condo Bylaws

The Bylaws for Strathmore Park at Grosvenor Condominium require the written approval of the Commission for amendment to any material or substantive provision of the Bylaws¹. With this memorandum we forward for the Board's consent, an amendment to the referenced Bylaws that revise the requirements of the condominium owners with regard to leasing of condominium units.

Nothing in the amendment infringes on Commission rights or obligations of the owners that are relevant to the Commission. Therefore, I recommend that the Board consent to the amendments. I have also recommended to counsel for the Council of Unit Owners that perhaps he can recommend a further amendment to the Bylaws (for future action) that eliminates the need for Commission consent except in the event such amendment would impact upon the rights of the Commission.

Attachment 1 – Second Amendment to Bylaws

¹ The practice, until approximately 10 years ago was that the Commission, administratively by staff review, reviewed HOA and Condominium documents to assure consistency with public open space/use requirements. That practice has been replaced by the application of conditions and reference to the Board's Resolution on the Certified Site Plan.



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April 19, 2010

VIA CERTIFIED MAIL

Mr. George Johnson
Legal Department
M-NCPPC
8787 Georgia Avenue
Silver Spring, Maryland 20910

**RE: Strathmore Park at Grosvenor Condominium
M-NCPPC Approval of Amendments to Bylaws**

Dear Mr. Johnson:

The Bylaws for Strathmore Park at Grosvenor Condominium, at Article 13, Section 13.8, require the written approval of the Maryland-National Capital Park and Planning Commission (MNCPPC) for the amendment to any material or substantive provision of the Bylaws.

The Association membership has approved amendments to Article 5, Section 5.14(g) of the Bylaws regarding the leasing of condominium units. I have enclosed the amendment for your review and approval. The M-NCPPC previously approved bylaw amendments in August 2006.

For your convenient reference, also enclosed is a complete copy of the Strathmore Park at Grosvenor Condominium Declaration and Bylaws.

Any efforts to expedite the approval process will be greatly appreciated. Please call if you have any questions.

Sincerely,

Thomas C. Schild

Enclosures

cc: Mr. James Johnson, President
Mr. Robert Fogel, Community Manager

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SECOND AMENDMENT TO THE BYLAWS OF
COUNCIL OF UNIT OWNERS OF
STRATHMORE PARK AT GROSVENOR CONDOMINIUM

WHEREAS, on September 25, 2002, Strathmore at Grosvenor Limited Partnership, a Maryland Limited Partnership, executed a Declaration recorded in the Land Records of Montgomery County, Maryland, at Liber 21860, Folio 266; et seq. and Bylaws governing the operation of the Council of Unit Owners of the Strathmore Park at Grosvenor Condominium ("Condominium"), which Bylaws are recorded in the Land Records of Montgomery County, Maryland at Liber 21860, Folio 296, et seq.; and

WHEREAS, the Bylaws were amended by an Amendment recorded on August 28, 2006 in the Land Records of Montgomery County, Maryland at Liber 32918, Folio 786 et seq.; and

WHEREAS, pursuant to Section 11-109 of the Maryland Condominium Act, Real Property Article, Title 11, Annotated Code of Maryland ("Act"), the affairs of the Condominium are governed by the Council of Unit Owners, which is comprised of all owners of condominium units in the Condominium (see Attachment A for list of unit tax account numbers); and

WHEREAS, pursuant to Article 3, Section 3.2 of the Bylaws, the Council has the power to do all things and acts necessary for and related to the management of the affairs of the Condominium; and

WHEREAS, pursuant to Declaration Article 9, Section 9.5(h), Article 13, Section 13.6 of the Bylaws, and Section 11-104(e) of the Maryland Condominium Act, the Bylaws may be amended by the affirmative vote of unit owners having at least 67 percent of the votes in the Council of Unit Owners; and

WHEREAS, Unit Owners representing at least 67 percent of the Percentage Interests have voted to amend Article 5, Section 5.14(g) of the Bylaws as set forth herein; and

WHEREAS, no Eligible Mortgage Holder, as defined in Declaration Article 1, Section 1.5, has submitted a written request for notice of amendments to the Condominium Bylaws and, therefore, no approval by Eligible Mortgage Holders is required pursuant to Declaration Article 9, Section 9.5(h), and

WHEREAS, the Maryland-National Capital Park and Planning Commission, pursuant to Bylaws Article 13, Section 13.8, has given written approval of the amendments to the Bylaws as set forth herein;

NOW THEREFORE, pursuant to Declaration Article 9, Section 9.5(h), Article 13, Section 13.6 and 13.8 of the Bylaws, and Section 11-104(e) of the Maryland Condominium Act, the Bylaws of the Council of Unit Owners of Strathmore Park at Grosvenor Condominium, in Article 5, Section 5.14(g), are hereby amended to read as follows:

(g) **General restrictions.** No transient tenants may be accommodated in any Unit, nor shall any Unit be utilized for hotel purposes. No Unit or portion thereof may be sub-leased. No portion of a Unit (other than the entire Unit) may be leased, nor shall the initial term of any Unit lease be

less than twelve (12) months. Except as provided herein, no Unit Owner may lease or exchange¹ any acquired Unit after September 1, 2010 until such time that the Unit Owner (or Unit Owner's spouse, parent or child) has occupied the Unit for at least two (2) years after ownership of the Unit is acquired. A lease may have an initial term of between twelve and thirty-six months and may convert to a "month-to-month" term, no unit may be leased for more than thirty-six months cumulatively during the entire period of ownership by a Unit Owner. Notwithstanding the foregoing requirement regarding length of leases, the maximum period allowed for a unit exchange will be twelve (12) continuous months; month-to-month exchanges are acceptable. There will be no exclusions and no extensions with respect to the terms of this paragraph except as set forth herein:

So long as the aforementioned cumulative thirty-six month limitation will not have been exceeded, an existing owner may qualify for a new rental of the same premises subject to Board approval. When more than one Unit Owner concurrently seeks approval for rental, the Board shall give first priority to the Unit owner who has not previously leased the Unit, and second priority to the Unit owner who has previously leased the Unit for the shortest period.

Upon receipt of a written request from the Unit Owner or their duly authorized representative, a majority of the Board of Directors may approve the leasing of a Unit prior to completion of the two-year Owner occupancy period, upon a finding that there is good cause to grant the exception, such as death of a Unit Owner, confinement to a nursing home or assisted-living facility, relocation necessary because of employment, or other demonstrated and severe hardship, as determined in the sole discretion of the Board of Directors. The Board may not allow an initial lease term other than between twelve and thirty six months.

Any and all new or modified lease agreements between a Unit Owner and tenant are subject to review and approval by a designated Board representative to confirm that the agreement is in compliance with the rules and by-laws of the Strathmore Park Condominium Association. A prerequisite for this confirmation by the Board of a leasing agreement is the receipt of the following by the designated Board representative, for review and for the Condominium Association's records² with appropriate safeguard procedures in place: (a) the signed Lease Agreement; (b) the signed Strathmore Park at Grosvenor Condominium Lease Addendum; (c) criminal background report for the lessee, provided by the owner; (d) credit check for the lessee, provided by the owner; and (e) a check for \$1000 in good funds (cashier's check or certified check) from the owner, payable to the Association as the owner's security deposit (unrelated to the lessee's deposit to the lessor). The decision to lease to a particular prospective tenant shall be made by solely the Unit Owner and shall not require the approval of the Board of Directors.

No leased Unit may be occupied by more than two (2) persons per bedroom.

No animal of any kind may be kept or maintained in any leased unit, except for service animals required to be permitted under the fair housing laws.

¹ An "exchange" means a reciprocal rental involving a unit in the Strathmore Park Condominium and a dwelling unit located outside the Washington DC metropolitan area. All references herein to lease agreements shall be understood to include exchange agreements between a Unit owner (the exchange partner) with the tenant (the exchangee).

² Prerequisites (c), (d), and (e) shall not apply in the event of an exchange

Grandfathered Units. Except as provided otherwise in this paragraph, any Unit that is being properly leased pursuant to a valid written lease agreement as of September 1, 2010 will be "grandfathered in" and will not be affected by the requirements of this Amendment, until the expiration of the lease term. Upon the expiration of said lease term of the Grandfathered Unit, the Unit Owner must then comply with all of the requirements of this Amendment. In order for any Unit Owner to avail themselves of this "grandfather" provision, the Unit Owner must provide a copy of the lease in effect within thirty (30) days of the adoption of this Amendment

Unit 103 in Building 3 (10401 Strathmore Park Court) currently under lease, hereinafter "The Unit", is granted a "special grandfather" exemption on the basis that The Unit has been leased since its purchase. The owner of The Unit as of January 1, 2009 is exempted from compliance with all rental restrictions under this Amendment. Effective upon the sale or otherwise transfer of title to The Unit to a new Owner, The Unit will no longer be eligible for a "special grandfather" exemption and the new Unit Owner must comply fully with all terms of this Amendment). During the time that The Unit maintains its "special grandfather" status, The Unit shall be counted in determining the number of rental units in Building 3.

Temporary Restriction on Leasing Units and Required Board Action

When any building within the community has three of its Units under lease:

a. Beginning when there is occupancy under a lease of a third unit in any building within the community and for up to 60 days until a Special Meeting of unit owners is convened for the purpose hereinafter, provided no unit owner shall enter into any new lease agreements. Within sixty (60) days immediately following occupancy under a lease of a third unit in any building within the community, the Board shall convene a Special Meeting of unit owners and present Board recommendations to the Association for additional measures that may be warranted to restrict the number of Units under lease.

b. For a period of ninety (90) days following such Special Meeting, no unit owner shall enter into any new lease agreements.

Violations. In the event that a Unit is leased without having first gained the Board's required submissions, reviews, and approvals, as set forth in this Section 5.14, the Board of Directors may: (i) assess a fine of up to \$50.00 per day against the owner of a Unit for each day that the Unit is occupied in violation of this Bylaw; (ii) may bring a court action, at law or in equity, or initiate a proceeding before the Montgomery County Commission on Common Ownership Communities to enforce this Bylaw; and/or (iii) may exercise the right of the Unit Owner, as lessor, and initiate eviction proceedings against the tenant occupying the Unit pursuant to a lease entered in violation of this Bylaw. The Unit Owner shall be responsible for the actions of his/her tenant. In the event of non-compliance by any tenant with the terms of the lease, Bylaws, or Rules and Regulations, the Condominium Association shall have the right, in addition to any other rights available to it, to terminate the lease, to bring summary proceedings to evict the tenant in the name of the lessor thereunder, or to require the Unit Owner of such Unit to terminate the lease and otherwise, to treat such noncompliance as noncompliance by the Unit Owner. Any fine assessed under this section and the costs of any action taken by the Association to enforce the provisions of this section, including reasonable attorneys fees, shall be the personal obligation of the Unit Owner and the Board may elect to file a lien on the owner's property for any violation of this paragraph. The Board shall have the right, in addition to any

other rights, to impose fines, after notice and opportunity for a hearing, and or to terminate the lease, and assess any resulting costs, including actual attorney fees incurred, to the defaulting Unit Owner, and collect such fines and costs in the same manner as assessments

The Board may elect to deduct from the Security Deposit any fines, costs, attorney's fees, or any other expenses incurred as a result of the owner violation of Sub-Paragraph a or b above. Forty-five (45) days after the tenant vacates the unit, the Board shall refund the Owner's Security Deposit less any amounts deducted pursuant to this "Violations" paragraph

Lease Provisions. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Act, Declaration and Bylaws and Rules and Regulations and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit Owner in accordance with the lease and by the council of Unit Owners, including termination, in accordance with the Act. All leases must be in writing and each Unit Owner shall, prior to entering into any lease of a Unit, forward a conformed copy of the lease to the Board of Directors, along with the prerequisite documentation and owner deposit as set forth above. At least one occupant of the leased Unit must be a named Lessee on the lease. If an entity is leasing the Unit, then the individual that will occupy the Unit must be named as a Lessee on the lease along with the entity. Every lease shall be subordinate to any lien filed by the Association, whether before or after such lease was entered into. The Board of Directors shall require a standard form of lease or certain standard form language to be incorporated into any lease agreement to be used by Unit Owners for the leasing of Units in order to assure compliance with the terms, conditions, covenants, restrictions, rules and regulations under the Declaration and these By laws and require that it be executed together with any lease and be submitted to the Board of Directors for the Condominium Association's records.

Exceptions. The limitations of this Section 5.14(g) shall not apply to: (i) any institutional mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law or in the mortgage, or as result of foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure; (ii) the leaseback of a Unit to the seller of such Unit for up to one-hundred-eighty (180) days following transfer of ownership of such Unit; or (iii) a lease between a Unit Owner and a parent or child of such Unit Owner.

IN WITNESS WHEREOF, the undersigned officers of the Council of Unit Owners of Strathmore Park at Grosvenor Condominium, hereby consent to and approve the recording of the above Amendment to the Bylaws of the Council of Unit Owners of Strathmore Park at Grosvenor Condominium, and hereby certify that the Amendments were duly adopted by the Council of Unit Owners of Strathmore Park at Grosvenor Condominium, pursuant to the Bylaws and the Maryland Condominium Act

DATED this _____ day of _____, 2010

ATTEST:

COUNCIL OF UNIT OWNERS OF
STRATHMORE PARK AT GROSVENOR
CONDOMINIUM

Elaine Goodman, Secretary

By: _____
James Johnson, President

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY, that on this _____ day of _____, 2010, before me, the subscriber, a Notary Public in and for the jurisdiction named hereinabove, personally appeared James Johnson, President of the Council of Unit Owners of Strathmore Park at Grosvenor Condominium, known by me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

AS WITNESS: My hand and notorial seal.

(SEAL)

Notary Public

My Commission Expires: _____

CERTIFICATE OF CONDOMINIUM SECRETARY

I hereby certify, pursuant to Section 11-104(e)(5) of the Maryland Condominium Act, Real Property Article, Title 11, Annotated Code of Maryland, that I am the Secretary of the Council of Unit Owners of Strathmore Park at Grosvenor Condominium, and that the foregoing amendment to the Bylaws of the Council of Unit Owners of Strathmore Park at Grosvenor Condominium was approved by the Unit Owners representing at least 67 percent of the percentage interests in the condominium pursuant to Section 11-104(e)(2) of the Maryland Condominium Act and the Condominium Bylaws; and that the foregoing amendments shall be effective upon recordation.

Elaine Goodman, Secretary
Council of Unit Owners of
Strathmore Park at Grosvenor
Condominium

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY, that on this _____ day of _____, 2010, before me, the subscriber, a Notary Public in and for the jurisdiction named hereinabove, personally appeared Elaine Goodman, Secretary of the Council of Unit Owners of Strathmore Park at Grosvenor Condominium, known by me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledge that she executed the same for the purposes therein contained.

AS WITNESS: My hand and notorial seal.

(SEAL)

Notary Public

My Commission Expires: _____

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland

Thomas C. Schild

After recording, return to:

Thomas C. Schild
Thomas Schild Law Group, LLC
401 North Washington St., Suite 500
Rockville, Maryland 20850

All addresses located on
Strathmore Park Court, N. Bethesda, Maryland 20852

ATTACHMENT A

Account	Street *
04 03383950	10400 STRATHMORE PA
04 03384010	10400 STRATHMORE PA
04 03383983	10400 STRATHMORE PA
04 03384087	10400 STRATHMORE PA
04 03384043	10400 STRATHMORE PA
04 03384101	10400 STRATHMORE PA
04 03383961	10400 STRATHMORE PA
04 03384134	10400 STRATHMORE PA
04 03384145	10400 STRATHMORE PA
04 03383994	10400 STRATHMORE PA
04 03384054	10400 STRATHMORE PA
04 03384032	10400 STRATHMORE PA
04 03384076	10400 STRATHMORE PA
04 03384112	10400 STRATHMORE PA
04 03384021	10400 STRATHMORE PA
04 03384098	10400 STRATHMORE PA
04 03383972	10400 STRATHMORE PA
04 03384008	10400 STRATHMORE PA
04 03384065	10400 STRATHMORE PA
04 03384123	10400 STRATHMORE PA
04 03389160	10401 STRATHMORE PA
04 03389045	10401 STRATHMORE PA
04 03389182	10401 STRATHMORE PA
04 03389091	10401 STRATHMORE PA
04 03389080	10401 STRATHMORE PA
04 03389034	10401 STRATHMORE PA
04 03389193	10401 STRATHMORE PA

04 03389012	10401 STRATHMORE PA
04 03389001	10401 STRATHMORE PA
04 03389056	10401 STRATHMORE PA
04 03389147	10401 STRATHMORE PA
04 03389136	10401 STRATHMORE PA
04 03389103	10401 STRATHMORE PA
04 03389067	10401 STRATHMORE PA
04 03389078	10401 STRATHMORE PA
04 03389125	10401 STRATHMORE PA
04 03389023	10401 STRATHMORE PA
04 03389114	10401 STRATHMORE PA
04 03389158	10401 STRATHMORE PA
04 03389171	10401 STRATHMORE PA
04 03387376	10404 STRATHMORE PA
04 03387480	10404 STRATHMORE PA
04 03387478	10404 STRATHMORE PA
04 03387354	10404 STRATHMORE PA
04 03387321	10404 STRATHMORE PA
04 03387491	10404 STRATHMORE PA
04 03387401	10404 STRATHMORE PA
04 03387456	10404 STRATHMORE PA
04 03387412	10404 STRATHMORE PA
04 03387398	10404 STRATHMORE PA
04 03387434	10404 STRATHMORE PA
04 03387332	10404 STRATHMORE PA
04 03387445	10404 STRATHMORE PA
04 03387423	10404 STRATHMORE PA
04 03387467	10404 STRATHMORE PA
04 03387310	10404 STRATHMORE PA
04 03387365	10404 STRATHMORE PA
04 03387503	10404 STRATHMORE PA
04 03387343	10404 STRATHMORE PA
04 03387387	10404 STRATHMORE PA