

**SECTION III**

**BY-LAWS**

**FOR**

**BROOKSIDE PARK CONDOMINIUM, INC.**

WILSON BRIDGE CONDOMINIUM

MASTER DEED

THIS MASTER DEED made this 7th day of November, 1972, in Prince Georges County, Maryland, by RAJO, INC., a corporation organized and existing under the laws of the State of Maryland, hereinafter sometimes referred to as the "Grantor", and First Virginia Mortgage and Real Estate Investment Trust, holder of a note secured by a Deed of Trust recorded in Liber 4130 at Folio 701 among the land records of Prince Georges County, Md.

WITNESSETH THAT WHEREAS, the Grantor is the owner, in fee simple, of that certain real property located in Prince Georges County, Maryland, described in Exhibit "A" attached hereto and made a part hereof, and sometimes hereinafter referred to as the "Property"; and

WHEREAS, the Grantor is the owner of the apartment buildings and related improvements now erected on the Property and desires to, and by these presents does hereby, submit the said Property, together with the improvements now erected thereon into a horizontal property regime pursuant to the provisions of The Horizontal Property Act of the State of Maryland (Article 21, Sec. 117A, et seq., of the Annotated Code of Maryland - (1957) for the sale of condominiums, subject to the terms, covenants, restrictions and conditions herein contained; and

WHEREAS, the Grantor has heretofore filed, on the 4th day of December, 1972, in the office of the Clerk of the Circuit Court of Prince Georges County, Maryland, the Master Plat of the Wilson Bridge Condominium prepared by Oyster, Innes and Associates, Inc., Civil Engineers, Land Planners and Land Surveyors, dated November 1, 1972, (hereinafter referred to as the "Master Plat"), which is recorded in Condominium Plat Book No. WWBZ at Plat 12, et seq., and

WHEREAS, First Virginia Mortgage and Real Estate Investment Trust joins herein for the purpose of evidencing its consent hereto.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby declares that all of the Property described in Exhibit "A" attached hereto, together with all improvements heretofore constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including the provisions of the By-Laws of Wilson Bridge Condominium, Inc., (hereinafter referred to as the "Corporation") attached hereto as Exhibit "B" and incorporated herein, all of which are declared and agreed to be in aid of a plan for the improvement of said property, and the division thereof into condominiums and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Grantor, its successors and assigns, and any person acquiring or owning an interest in said Property and improvements.

FIRST: Definitions. Unless the context shall plainly require otherwise, the following words when used in this Master Deed and/or any and all exhibits hereto shall have the following meanings:

(a) "unit" or "condominium unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories. Each of the units is assigned a number on the Master Plat.

(b) Unit Boundaries shall be as follows:

(i) The lower boundary of each unit shall be the horizontal plane of the underside of the finished flooring of such unit and the upper boundary of each unit shall be the horizontal plane of the top side of the gypsum board or other finish ceiling of such unit.

(ii) Vertical: The vertical boundaries of each unit shall be the vertical planes of the back sides of the gypsum board or other finish walls which separate the unit from another unit or from common elements.

(iii) Mechanical Rooms: The boundaries of each unit include a mechanical room as shown on the Master Plat.

(iv) As Built Boundaries: All boundaries shall be physical, as built boundaries.

(c) "condominium project" means the property subject to the Master Deed.

(d) "condominium" means the ownership of single units in the condominium project with common elements.

(e) "owner" or "co-owner" means any person, corporation, trust or other legal entity, or any legal combination thereof, which owns a condominium unit within the condominium project, provided, however, that any person, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the payment of a debt or performance of an obligation shall not be an owner.

(f) "council of co-owners" means all of the co-owners as defined above, in association.

(g) "common elements" means both general common elements and limited common elements, as hereinafter defined.

(h) "value" shall mean that value set forth on Exhibit "C" attached hereto.

SECOND: Condominium Property and Description of Condominium Units. The condominium property is as described in Exhibit "A" and the description of the condominium units, including the area description, location and other data necessary for its identification, is as shown on the Master Plat.

THIRD: Common Elements. The common elements shall consist of the entire condominium project except for such portions or parts of the project which are within the boundaries of the units and the common elements shall include, but not be limited to:

- (a) The land on which the buildings within the condominium project are erected;
- (b) Common elements so designated on the Master Plat;
- (c) All foundations, columns, girders, beams, joists, supports and the structural components of all load bearing partitions within any of the units;
- (d) Roofs, halls, corridors, lobbies, stairs, stairways and entrances to and exist from the buildings;
- (e) All streets, curbs, driveways, sidewalks, walks, parking areas, lawn and garden areas, play areas, trees, shrubbery, swimming pool, bath house and office;
- (f) All space devoted to the lodging or use of a superintendent or manager or other person or persons employed in connection with the operation of the condominium project;
- (g) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, sanitary and storm sewer (including all pipes, ducts, wires, cables, and conduits used in connection with any of the foregoing, whether located in common area or in units);
- (h) All patios and balconies, provided, however, that each unit owner whose unit has an entrance way to a patio or balcony shall have an easement for the exclusive use thereof;
- (i) All other parts of the condominium project and all apparatus and installations existing in the buildings or on the property for common use or necessary or convenient to the existence, maintenance, or safety of the condominium project.

The common elements shall be of two types

(a) Limited Common Elements, which bear the notation "L.C." on the Master Plat. Limited Common Elements shown as trash rooms, storage rooms, water heater rooms, and laundry rooms on the Master Plat are reserved for the use of the owners of the condominium units in the particular building where these limited common elements are located. Limited common elements shown as foyers on the master plat are reserved for the use of the owners of the condominium units which have entrances into such foyers. Limited common elements shown as patios and balconies on the Master Plat are each reserved for the exclusive use of the owner of the condominium unit to which the patio or balcony attaches.

(b) All common elements which are not limited common elements are general common elements.

FOURTH: (A) Undivided Interest in Common Elements, Etc. Each condominium unit shall have the same incidents as real property and the owner of any condominium unit shall hold the same in fee simple and shall have a common right to a share, with the other co-owners, of an undivided fee simple interest in the common elements equivalent to the percentage representing the value of his unit to the total value of the Property. The total value of the Property and of each condominium unit, and according to those basic values, the percentage appertaining to each condominium unit in the expenses of and rights in the common elements is set forth in Exhibit "C" attached hereto and by this reference made a part hereof. The percentage of the undivided interest in the common elements herein established shall not be changed without the unanimous consent of the co-owners. The undivided interest in the common elements shall not be separated from the condominium unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

(B) Market Value. The value herein established for any condominium unit is for the purposes of establishing pro rata interests in the common elements and shall not fix the market value of the condominium unit and shall not prevent the owner of any condominium unit, including the Grantor, from establishing a different circumstantial value for such condominium unit.

FIFTH: Covenant Against Partition. The common elements shall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided for in Article 21, Sec 121 (b), Annotated Code of Maryland (1957), or as may otherwise provided under the law of the State of Maryland.

SIXTH: Easements. Easements are reserved through each of the units and the common elements for the benefit of any and all other units as may be required for electrical lines and conduit, heating, air conditioning and ventilating ducts and lines, water lines, drain pipes and other appurtenances to such utility systems in order to adequately serve each of such units. Easements are further reserved in and through the common elements, for the benefit of each unit, for the maintenance of such air conditioning apparatus and equipment as may be necessary for the use of each unit. Easements are reserved through units for the maintenance of load bearing partitions as shown on the Master Plat.

SEVENTH: Rights of Washington Suburban Sanitary Commission. In the event that any sewer or water use charge, or sewer or ad valorem tax, imposed pursuant to the Washington Suburban Sanitary Commission District Act or any regulations adopted pursuant thereto, or otherwise, is not paid by the association of co-owners, or by one or more of the co-owners, the Washington Suburban Sanitary Commission shall have the right, within the time provided by that Act or the regulations of said Commission, to terminate sewer and water service to all of the condominium units.

EIGHTH: (A) Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any condominium unit to enforce any lien created hereby; and the failure or forbearance by the Corporation of the owner of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery damages.

(B) Encroachments. If any portion of the common elements now encroaches upon any condominium unit, or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event such building, condominium unit, any adjoining condominium unit, or any adjoining common elements, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or upon any portion of the common elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

(C) Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, the said RAJO, INC., has on the 7th day of November, 1972, caused these presents to be executed by Ralph A. Wells, its President, attested by Joan G. Wells, its Secretary, and its corporate seal to be hereunto affixed; and hereby appoints Ralph A. Wells, as its true and lawful attorney in fact to acknowledge and deliver these presents as the act and deed of said RAJO, INC.

Attest: - Corporate Seal

RAJO, INC.

Joan Gavin Wells /s/  
Secretary

By Ralph A. Wells /s/  
President

AND IN WITNESS WHEREOF, First Virginia Mortgage and Real Estate Investment Trust, caused these presents to be executed by First Advisors, Inc., its agent.

FIRST ADVISORS, Inc.

By: D. Joseph Snyder /s/  
Vice President

ATTEST: Ronald Locke /s/  
Assistant Secretary (SEAL)

STATE OF VIRGINIA

COUNTY OF FAIRFAX, TO-WIT:

I, Robert B. Hood, Jr., a Notary Public for the State and County Aforesaid, whose commission expires on the 16th day of October, 1976, do certify that Ralph A. Wells and Joan G. Wells, his wife, whose names are signed to the foregoing and hereunto annexed deed, bearing date on the 7th day of November, 1972, have this day acknowledged the same before me in my County aforesaid as the act and deed of said Corporation, and made oath that the Corporate Seal thereunto affixed is the true Corporate Seal of said Corporation and has been thereunto affixed by due authority.

GIVEN under my hand this 7th day of November, 1972.

(SEAL) Robert B. Hood, Jr. /s/  
Notary Public

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, TO-WIT:

I, Helen Blake, a Notary Public for the State and County aforesaid, whose commission expires on the 30th day of November 1972, do certify that D. Joseph Snyder and Ronald Locke, Vice President and Assistant Secretary respectively of First Advisors, Inc., agent for First Virginia Mortgage and Real Estate Investment Trust, an unincorporated Virginia real estate investment trust, whose names are signed to the foregoing and hereunto annexed deed, bearing date on the 7th day of November, 1972, have this day acknowledged the same before me in my County aforesaid as the act and deed of said Corporation, and made oath that the Corporate Seal thereunto affixed is the true Corporate Seal of said Corporation and has been thereunto affixed by due authority.

GIVEN under my hand this 1st day of December, 1972.

(SEAL) Helen K. Blake /s/  
Notary Public

#### EXHIBIT A

#### TO WILSON BRIDGE CONDOMINIUM MASTER DEED

That piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in the State of Maryland, County of Prince George's, described as follows, to wit:

A subdivision known as "Parcel 'A', WILSON BRIDGE APARTMENTS" as per plat thereof recorded among the land records of Prince George's County, Maryland, in Plat Book WW 47, Plat 50, in the 12th Election District of said County, (containing 25.3577 acres of land).

EXHIBIT B

BY-LAWS

WILSON BRIDGE CONDOMINIUM, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this Corporation is WILSON BRIDGE CONDOMINIUM, INC. Its principal office is located 6701 Leyte Drive, Oxon Hill Maryland, 20021

ARTICLE II

Definitions

Section 1. Master Deed. "Master Deed" as used herein means that certain Master Deed made the 7th day of November, 1972, by RAJO, INC., a Maryland corporation, pursuant to Article 21, Sec. 117A through and including Sec. 142, Annotated Code of Maryland (1957), by which certain described premises (including land) are submitted to a condominium property regime and which Master Deed is recorded among the Land Records of Prince George's County, Maryland, immediately prior hereto and to which these By-Laws are appended as Exhibit "B".

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Master Deed or in Article 21, Sec. 117A, Annotated Code of Maryland (1957).

ARTICLE III

Membership

Section 1. Members. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium project shall be a member of the Corporation, provided, however, that any person, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a member.

Each member shall be entitled to cast a percentage vote equal to the percentage of his undivided interest in the Common Elements as fixed in Exhibit C of the Master Deed. Where a member owns more than one condominium unit, he shall be entitled to vote the sum of the percentage interests which he owns in the undivided interests in the Common Elements. Where the ownership of any one condominium unit is in more than one person, such multiple owners shall vote the percentage vote attributable to that condominium unit as they, among themselves, agree.

Section 2. Lien. The Corporation shall have a lien on the outstanding regular memberships in order to secure payment of any sums which may become due from the holders thereof to the Corporation for any reason whatsoever.

Section 3. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Corporation, each member of the Corporation shall be entitled to receive out of the assets of the Corporation available for distribution to the members an amount equal to that proportion of such assets which the value of his condominium unit bears to the value of the entire project, said values to be those set forth on Exhibit "C" attached to the Master Deed.

Section 4. Membership Certificates. A membership certificate in the form prescribed by the Board of Directors shall be issued to the owner or owners of each unit. Each membership certificate shall state thereon the name or names of the member, the unit number for which it is issued, and the percentage of the undivided interest in the common elements appertaining to such unit. Upon the transfer of title to any unit, the former owner of the unit shall surrender this membership certificate to the corporation and a new certificate shall be issued to the new owner. Every membership certificate shall be signed by the President or Vice President and the Secretary or an Assistant Secretary of the Corporation and shall be sealed with the corporate seal. If a membership certificate shall be lost or destroyed, a new certificate shall be issued upon the member making affidavit of that fact to the Board of Directors.

ARTICLE IV

Meeting of Members

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Corporation or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Corporation shall be held within ninety (90) days after ninety percent (90%) of the condominium units in the project have been sold and title to the same has been conveyed. Thereafter, the annual meetings of the members of the Corporation shall be held on the 3rd Wednesday of April each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 4 of Article V of these By-Laws. The members may also transact such other business of the Corporation as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five percent (25%) of the total vote of the total membership having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the members present, either in person or by proxy; provided, however, that so such special meeting shall take place prior to the first annual meeting.

**Section 4. Notice of Meetings.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Corporation, or if no such address appears, at his last known place of address, at least fifteen (15) days, but not more than sixty (60) days, prior to such meeting. Service may also be accomplished by the delivery of any such notice to the member at his dwelling unit or last known address. Notice by either such method shall be considered as notice served. So long as First Virginia Mortgage and Real Estate Investment Trust or Arlington Mortgage Company are the holders of any mortgage or deed of trust on any condominium unit in the project, like notice of such meetings shall be given to said First Virginia Mortgage and Real Estate Investment Trust or Arlington Mortgage Company who shall have a right to send a representative to such meetings; provided, however, that such representative shall not be entitled to vote unless he is a member of the Corporation.

**Section 5. Quorum.** The presence, either in person or by proxy, of members representing at least fifty-one percent (51%) of the total votes (computed in accordance with the provisions of Section 7 of this Article IV), shall constitute a quorum for the transaction of business at all meetings of members. If the number of votes present at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

**Section 6. Adjourned Meetings.** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**Section 7. Voting.** The vote of the members representing fifty-one percent (51%) of the total votes present in person or by proxy, shall decide any questions brought before any meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or of the Master Deed or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books or management accounts of the Corporation to be more than thirty (30) days delinquent in any payment due the Corporation.

**Section 8. Proxies.** A member may appoint any other member as his proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting.

## ARTICLE V

### Directors

**Section 1. Number and Qualification.** The affairs of the Corporation shall be governed by the Board of Directors composed of a minimum of three (3) persons; provided, however, that by a vote of a majority of the Directors, the number of Directors may be increased to five (5). All Directors, subsequent to the initial Directors named in the Articles of Incorporation, shall be members of the Corporation.

**Section 2. Powers and Duties.** The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to the following:

(a) To provide for the care, upkeep and surveillance of the project and its common elements and services in a manner consistent with the provisions of these By-Laws and the Master Deed.

(b) To establish and provide for the collection of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefor in a manner consistent with the provisions of these By-Laws and the Master Deed.

(c) To provide for the designation, hiring and/or dismissal of the personnel necessary for the good working order of the project and for the proper care of the common elements and to provide services for the project in a manner consistent with the provisions of these By-Laws and the Master Deed.

(d) To promulgate and enforce such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the common elements as are designated to prevent unreasonable interference with the use and occupancy of the project and of the common elements by the members, all of which shall be consistent with the provisions of these By-Laws and the Master Deed.

(e) To authorize, in their discretion, of the payment of patronage refunds from residual receipts when and as reflected in the annual report.

**Section 3. Management Agent.** The Board of Directors shall employ for the corporation a management agent (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The corporation shall not employ any new management agent without thirty (30) days prior written notice to the institutional holders of all first mortgages on the condominium units and the corporation shall not undertake "self-management" or otherwise fail to employ a professional management agent without the prior written approval of all of the institutional holders of such first mortgages.

**Section 4. Election and Term of Office.** The term of the Directors named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of the members. The terms of office of the directors elected at the first annual meeting shall be staggered. The term of the Director receiving the highest number of votes shall be three years; the term of the Director receiving the second highest number of votes shall be two years; and the term of the Director receiving the third highest number of votes shall be one year; provided however, if the number of directors to be elected is five, one Director shall be elected for a term of three years, two for terms of two years, and two for terms of one year, under the above formula. At subsequent elections, Directors shall be elected for terms of three years.

**Section 5. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

**Section 6. Removal of Directors.** At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created.

Section 7. Compensation. No compensation shall be paid to Directors for their services as Directors. However, Directors may be reimbursed for expenses incurred in the performance of their duties.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the president or by any two (2) Directors on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

## ARTICLE VI

### Officers

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The President shall be elected from among the members of the Board of Directors. All other officers shall be elected from among the members of the Corporation. The Directors may appoint assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Corporation; he shall have custody of the seal of the Corporation; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors. He shall be bonded under a fidelity bond in such amount as may be determined by the Board of Directors.

## ARTICLE VII

### Management

Section 1. Management and Common Expenses. The Corporation shall manage, operate and maintain the condominium project and, for the benefit of the condominium units and the owners thereof, shall enforce the provisions hereof and may pay out of the common expense fund the following:

(a) The cost of providing water, sewer, garbage and trash collection, electricity, gas and other necessary utility services for the common elements, including any swimming pool or other recreational facilities used by the condominium project, and for the condominium units.

(b) The cost of fire and extended coverage insurance and public liability insurance on the project, the cost of such other insurance as the Corporation may elect and the cost of the Treasurer's fidelity bond.

(c) The cost of the services of a person or firm to manage the project to the extent deemed advisable by the Corporation together with the services of such other personnel as the Board of Directors of the Corporation shall consider necessary for the operation of the project.





(d) The cost of fire and extended coverage insurance and public liability insurance on the project and the cost of such other insurance as the Corporation may effect.

(e) The cost of furnishing water, sewer, electricity, heat, gas, garbage and trash collection and/or other utilities.

(f) The cost of funding all reserves established by the Corporation, including, when appropriate, a general operating reserve and/or a reserve for replacements.



(g) The estimated cost of repairs, maintenance and replacements of the project to be made by the Corporation.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

The Board of Directors of the Corporation shall make reasonable efforts to fix the amount of the assessments against each member for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept at the office of the Corporation and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessments shall thereupon be sent to the members. The failure of the Board of Directors to fix the said assessment or to notify the members thereof before the expiration of any assessment period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may be exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of the condominium unit belonging to him. The proportionate share of each member of the sum required by the Corporation to meet its annual expenses, as mentioned in the first sentence of this Section 1 of this Article VIII, shall be computed by multiplying that member's percentage of undivided ownership in the common elements by the total annual expenses of the Corporation, as estimated by its Board of Directors.

*Special Assessments*

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Corporation may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the project, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing three-fourth (3/4) of the total votes of all the members of the Corporation. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10), but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserve for Replacements. The Corporation shall establish and maintain a reserve fund for replacement by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common elements and equipment of the project and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be reduced or suspended by appropriate resolution of the Board of Directors, upon the accumulation in such reserve for replacements of a sum equal to ten percent (10%) of the full replacement value of the condominium project as such full replacement.

Section 3A. Deposit of Annual Assessments and Carrying Charges. The Corporation shall deposit the sums collected pursuant to Section 1, of this Article VIII in an escrow account at a convenient office of First Virginia Bank so long as First Virginia Mortgage and Real Estate Investment Trust shall be the holder of any Deed of Trust secured on the project. Value is annually determined by the Board of Directors for casualty insurance purposes. The proportionate interest of any owner in any reserve for replacements shall be considered an appurtenance of his condominium unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

*Arrears Fee*

Section 4. Non-Payment of Assessment. Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the condominium unit or units belonging to the member against whom such assessment is levied and shall bind such condominium unit or units in the hands of the then owner, his heirs, devisees, personal representatives and assigns, all in accordance with the provision of Article 21, Sec. 131, et seq., Annotated Code of Maryland, (1957). The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid within ten (10) days after it is due shall bear interest at the rate of eight percent (8%) per annum, and the Corporation may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the condominium unit or units then belonging to said member, in either of which events interest, costs and reasonable attorney's fees of not less than fifteen percent (15%) of the sum claimed shall be added to the amount of each assessment.

*X*

The corporation shall notify the holder of the first mortgage on any condominium unit for which any assessment levied pursuant to these By-Laws become delinquent for a period in excess of sixty (60) days and in any other case where the owner of such condominium unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to these By-Laws.

Section 5. Assessment Certificates. The Corporation shall upon demand at any time furnish to any member liable to any assessment levied pursuant to these By-Laws (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Corporation, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 7. Priority of Lien. The lien established by this Article and by Article 21, Sec. 131, Annotated Code of Maryland (1957), shall have preference over any other assessments, liens, judgments, or charges of whatever nature, except the following:

(a) General and special assessments for real estate taxes on the condominium unit; and

(b) The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the condominium unit prior to the assessment of the lien thereon or duly recorded on said unit after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance, all as hereinabove specifically provided.

Section 8. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any condominium unit in the project shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded mortgage or Deed of Trust upon such interest made in good faith, and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such condominium unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale or the condominium unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9. Additional Default. Any recorded first mortgage secured on a condominium unit in the project shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to these By-Laws, or any installment thereof, shall likewise be a default in such mortgage or the indebtedness secured thereby but failure to include such provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage or the indebtedness secured thereby by reason of the provisions of this article shall not be altered, modified, or diminished by reason of such failure.

#### ARTICLE IX

##### SUPPLEMENTAL ENFORCEMENT OF LIEN

In addition to proceedings at law or in equity for the enforcement of the lien established by the Master Deed, these By-Laws, or by Article 21, Sec. 117A, et seq., Annotated Code of Maryland (1957), all of the owners of condominium units in the condominium project may be required by the Grantor or the Board of Directors, to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such obligations by a Declaration in Trust recorded among the land records for Prince George's County, Maryland, granting unto a Trustee or Trustees appropriate powers to the end that, upon default in the performance of such bond said Declaration in Trust may be foreclosed by said Trustee or Trustees, acting at the direction of the Management Agent or the Board of Directors. In the event any such bonds have been executed and such Declaration in Trust is recorded, then any subsequent purchaser of a condominium unit in the condominium project shall take title subject thereto and shall assume the obligations therein provided for.

#### ARTICLE X

##### Use Restrictions

Section 1. Residential Use. All condominium units shall be used for private residential purposes exclusively, except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time; provided, however that any owner of two or more condominium units in the project shall be permitted to use one or more of such units for model or sample apartments.

Section 2. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situate thereon, nor shall any be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners.

(b) There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the approval of the Board of Directors. Vehicular parking upon common elements shall be regulated by the Board of Directors.

(c) Nothing shall be done or maintained in any condominium unit or upon any common elements which will increase the rate of insurance on any condominium unit or common elements, or result in the cancellation thereof. Nothing shall be done or maintained in any condominium unit or upon common elements which would be in violation of any law. No waste shall be committed upon any common elements.

(d) No structural alteration, construction, addition or removal of any condominium unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these By-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 condominium unit or upon any common elements, except that this shall not prohibit the keeping of dogs or cats (weighing not more than fifteen (15) pounds) and/or caged birds as domestic pets provided they are not kept, or maintained for commercial purposes.

(f) No signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or common elements, provided, however, that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in or from any condominium unit placed upon the market for sale or rent. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any

condominium unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure.

*Vehicles*  
(g) Except as herein elsewhere provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like, shall be kept upon any common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Corporation may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(h) No part of the common elements shall be used for commercial activities of any character, except as authorized by the Board of Directors and in compliance with law.

*WASHERS*  
(i) No clothes dryers or washing machines shall be installed or used within any of the units.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common elements at any time.

*ANTENNA*  
(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any condominium unit or upon any common elements without the prior written consent of the Board of Directors.

(l) There shall be no violation of any rules for the use of the common elements which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

#### ARTICLE XI

##### Architectural Control

*L*  
Section 1. Architectural Control. Except for the original construction of the condominium units situate within the project and any improvements to any common elements accomplished concurrently with said construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lightings, shades, screens, awnings, patio covers, decorations, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any condominium unit or upon any of the common elements within the project.

#### ARTICLE XII

##### Insurance

Section 1. Insurance. The Board of Directors shall obtain and maintain, to the extent available, at least the following:

(a) Casualty or physical damage insurance in an amount equal to the full replacement value of the condominium project, including the common areas, (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

- (i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement "agreed amount endorsement" and "condominium replacement cost endorsement" together with coverage for common expenses with respect to condominium units during any period of reconstruction;
- (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, plate glass damage and such other insurance as the Board of Directors may determine.

(b) Public liability insurance in such amounts and in such forms as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, off-premises employee coverage and any and all other liability incident to the ownership and/or use of the condominium project or any portion thereof.

(c) Workmen's Compensation insurance to the extent necessary to comply with any applicable law.

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

(e) Treasurer's fidelity bond.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the State of Maryland and holding a rating of "A+AAA" or better in Best's Insurance Reports.

(b) Exclusive authority to adjust losses under said policies shall be vested in the Board of Directors or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution, with insurance purchased by the owners of the condominium units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Corporation pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the insured.

(e) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors or when in conflict with the provisions of these By-Laws.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Corporation, the Board of Directors, the owner of any condominium unit and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

Section 3. Individual Policies. The owner of any condominium unit (including the holder of any mortgage thereon) may obtain additional insurance at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2 (f) of this Article.

Section 4. Insurance Trustee. So long as First Virginia Mortgage and Real Estate Investment Trust is the holder of any mortgage or Deed of Trust on any condominium unit in the project, said Trust shall have the right, at its option, to designate an insurance trustee and successor insurance trustees. Such insurance trustees shall be entitled to a reasonable fee for services as such, and such fee shall be considered a common expense. First Virginia Mortgage and Real Estate Investment Trust shall have the right to approve any insurance trust agreement entered into in order to affectuate an insurance trust.

#### ARTICLE XIII

##### Casualty Damage - Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage or destruction by fire or other casualty the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Corporation at its common expense and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Corporation at the expense of the owner of the affected condominium unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in Article VIII of these By-Laws.

Section 3. Restoration Not Required. In the event more than two-thirds (2/3) of the entire project is substantially damaged or destroyed by fire or other casualty and members do not unanimously promptly resolve to proceed with repair or reconstruction, then and in that event the project shall be deemed to be owned in common by the owners of all of the condominium units in the same proportions as that previously established for ownership of appurtenant undivided interests in the common elements and the project shall be subject to an action for partition at the suit of the owner of any condominium unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Corporation or its members in common, shall be considered as one fund and shall be divided among the owners of all the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of any condominium unit, to the extent such share is sufficient for the purpose, all liens upon said condominium unit, in the order of their priority.

#### ARTICLE XIV

##### Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January every year, except that the first fiscal year of the Corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Corporation shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project and its administration and shall specify the maintenance and repair expenses of the common elements and services and any other expenses incurred. That amount of any assessment required for payment on any capital expenditures of the Corporation shall be credited upon the books of the Corporation to the "Paid-In-Surplus" account as a capital contribution by the members.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Corporation shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Corporation shall furnish its members with an annual financial statement including the income and disbursements of the Corporation.

Section 4. Inspection of Books. The books and accounts of the Corporation, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Corporation, and/or their duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Corporation by either the President or Vice President; and all checks shall be executed on behalf of the Corporation by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate of the seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

## ARTICLE XIV

### Amendment

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing two thirds (2/3) of the total value of the project at any meeting of the members duly called for such purpose, effective only upon the recordation among the Land Records of Prince George's County, Maryland, of an amendment to the Master Deed setting forth such amendment to these By-Laws. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least twenty percent (20%) of the total value of the project. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

## ARTICLE XVI

### Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Article 21, Sec. 117A through and including Sec. 142, Annotated Code of Maryland (1957).

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Master Deed and to the provisions of Article 21, Sec. 117A through and including Sec. 142, Annotated Code of Maryland (1957). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Master Deed or the aforesaid statute. In the event of any conflict between these By-Laws and the Master Deed, the provisions of the Master Deed shall control; and in the event of any conflict between the aforesaid Master Deed and Article 21, Sec. 117A through and including Sec. 142, Annotated Code of Maryland (1957), the provisions of the statute shall control.

Section 3. Resident Agent. Mr. John P. Cooney, 1900 Gaither Street, Hillcrest Heights, Prince George's County, Maryland 20031, shall be designated as the person authorized to accept service of process in any action relating to two or more condominium units or to the common elements as authorized under Article 21, Sec. 138, Annotated Code of Maryland (1957).

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.





4150 719

314g. No. 20

| UNIT NO. | UNIT TYPE    | UNIT VALUE | PERCENT OWNERSHIP OF COMMON ELEMENTS |
|----------|--------------|------------|--------------------------------------|
| 6765 A-1 | 1BR Terr Int | \$18,950   | .16                                  |
| 6765 A-2 | 1BR Terr Int | \$18,950   | .16                                  |
| 6765 B-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6765 B-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6765 C-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6765 C-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6765 D-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6765 D-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6767 A-1 | 1BR Terr Int | \$18,950   | .16                                  |
| 6767 A-2 | 1BR Terr Int | \$18,950   | .16                                  |
| 6767 B-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6767 B-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6767 C-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6767 C-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6767 D-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6767 D-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6769 A-1 | 1BR Terr Int | \$18,950   | .16                                  |
| 6769 A-2 | 1BR Terr Int | \$18,950   | .16                                  |
| 6769 B-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6769 B-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6769 C-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6769 C-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6769 D-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6769 D-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6771 A-1 | 1BR Terr Int | \$18,950   | .16                                  |
| 6771 A-2 | 1BR Terr Int | \$18,950   | .16                                  |
| 6771 B-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6771 B-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6771 C-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6771 C-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6771 D-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6771 D-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6773 A-1 | 1BR Terr Int | \$18,950   | .16                                  |
| 6773 A-2 | 1BR Terr Int | \$18,950   | .16                                  |
| 6773 B-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6773 B-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6773 C-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6773 C-2 | 2BR Balc Int | \$22,950   | .19                                  |
| 6773 D-1 | 2BR Balc Int | \$22,950   | .19                                  |
| 6773 D-2 | 2BR Balc Int | \$22,950   | .19                                  |

314g. No. 21

4150 719

| UNIT NO.    | UNIT TYPE    | UNIT VALUE   | PERCENT OWNERSHIP OF COMMON ELEMENTS |
|-------------|--------------|--------------|--------------------------------------|
| 6779 A-1    | 1BR Terr Int | \$18,950     | .16                                  |
| 6779 A-2    | 1BR Terr Int | \$18,950     | .16                                  |
| 6779 B-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6779 B-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6779 C-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6779 C-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6779 D-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6779 D-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6781 A-1    | 1BR Terr Int | \$18,950     | .16                                  |
| 6781 A-2    | 1BR Terr Int | \$18,950     | .16                                  |
| 6781 B-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6781 B-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6781 C-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6781 C-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6781 D-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6781 D-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6783 A-1    | 1BR Terr Int | \$18,950     | .16                                  |
| 6783 A-2    | 1BR Terr Int | \$18,950     | .16                                  |
| 6783 B-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6783 B-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6783 C-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6783 C-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6783 D-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6783 D-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6785 A-1    | 1BR Terr Int | \$18,950     | .16                                  |
| 6785 A-2    | 1BR Terr Int | \$18,950     | .16                                  |
| 6785 B-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6785 B-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6785 C-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6785 C-2    | 2BR Balc Int | \$22,950     | .19                                  |
| 6785 D-1    | 2BR Balc Int | \$22,950     | .19                                  |
| 6785 D-2    | 2BR Balc Int | \$22,950     | .19                                  |
| TOTAL VALUE |              | \$12,132,400 | 100.3                                |

314g. No. 21

LEGEND:  
 1BR Terr Int - One bedroom, interior unit with terrace  
 1BR Terr Cor - One bedroom, corner unit with terrace  
 1BR Balc Int - One bedroom, interior unit with balcony  
 2BR Terr Cor - Two bedroom, corner unit with terrace  
 2BR Balc Int - Two bedroom, interior unit with balcony  
 2BR Balc Cor - Two bedroom, corner unit with balcony  
 3BR Balc Int - Three bedroom, interior unit with balcony

NOTE: Percentage ownership in the common elements is stated to the nearest one-hundredth of one percent. These percentages are to be used as a basis for voting among the co-owners and as a basis for the assessment of charges provided for in Article VIII of the By-Laws of Wilson Bridge Condominium, Inc. In the event of a partition or other distribution of the property, percentages shall be recalculated to the nearest ten-thousandth of one percent according to the basic values stated herein.



10501. 6/8

Dec 12 3 37 PM '95  
CLERK OF THE  
CIRCUIT COURT

WILSON BRIDGE CONDOMINIUM

SECOND AMENDED & RE-STATED

BY-LAWS

OF

BROOKSIDE PARK CONDOMINIUM, INC.

(FORMERLY KNOWN AS THE  
WILSON BRIDGE CONDOMINIUM, INC. and

BROOKSIDE PARK COUNCIL OF  
CONDOMINIUM CO-OWNERS, INC.)

|                |                |
|----------------|----------------|
| IMP FD SURE \$ | 2.00           |
| RECORDING FEE  | 75.00          |
| TOTAL          | 77.00          |
| Rest PG82      | Rec'd \$ 13694 |
| VJ DLK         | Blk # 2956     |
| Dec 12: 1995   | 03:35 PM       |

## 1 SECOND AMENDED &amp; RE-STATE

## 2 BY-LAWS

## 3 BROOKSIDE PARK CONDOMINIUM, INC.

## 4 ARTICLE I

5 NAME AND LOCATION

6 Section 1. Name and Location. The name of this Corporation is BROOKSIDE PARK  
7 CONDOMINIUM, INC., having originally been incorporated as Wilson Bridge Condominiums,  
8 Inc., and having changed its incorporated name within the State of Maryland, to  
9 Brookside Park Council of Condominium Co-Owners, Inc., and to current name to Brookside  
10 Park Condominium, Inc. Its principal office is located at 500 Wilson Bridge Drive,  
11 Oxon Hill, Maryland 20745.

## 12 ARTICLE II

13 DEFINITIONS

14 Section 1. Master Deed. "Master Deed" as used herein means that certain Master Deed  
15 made the 7th day of November 1972, by RAJO, INC., a Maryland corporation, pursuant to  
16 Real Property, Title II, Section 124 "Rules of Construction", Annotated Code of  
17 Maryland, by which certain described premises (including land) are submitted to a  
18 condominium property regime and which Master Deed is recorded among the Land Records of  
19 Prince George's County, Maryland, immediately prior hereto and to which these By-Laws  
20 are appended as Exhibit "B".

21 Section 2. Name. Wilson Bridge Condominium, Inc., and Brookside Park Council of  
22 Condominium Co-Owners, Inc., and Brookside Park Condominium, Inc., shall be synonymous  
23 in their usage throughout these By-Laws and may be hereinafter referred to as 'the  
24 Condominium' or 'the Corporation'.

25 Section 3. Management Agency. Management Agency and Management Agent shall be  
26 synonymous in their usage throughout these By-Laws. Either term shall refer to a  
27 licensed professional Management Agency. (Reference: Section 2A, Article V, these By-  
28 Laws).

29 Section 4. Other Definitions. Unless it is plainly evident from the context that a  
30 different meaning is intended, all other terms used herein shall have the same meaning  
31 as they are defined to have in the Master Deed or in Real Property Annotated Code of  
32 Maryland.

33 ARTICLE III

34 MEMBERSHIP

35 Section 1. Members.

36 A. Every person, group of persons, corporation, trust or other legal  
37 entity, or any combination thereof, which owns a condominium unit within the  
38 condominium project shall be a member of the Corporation. Every unit owner shall be a  
39 member of the Council of Unit Owners. Unit owner means the person or combination of  
40 persons, who hold legal title to a unit. A mortgagee or a trustee designated under a  
41 Deed of Trust, as such, may not be deemed a unit owner.

42 B. Each member shall be entitled to cast one (1) vote for each  
43 condominium unit owned. If two or more persons own a unit, they will decide among  
44 themselves how to vote the one (1) vote attributable to that unit. Percentage  
45 interests in ownership of Common Elements shall not be determinative of votes to be  
46 cast by unit owners.

47 C. The Corporation shall maintain a current roster of names and  
48 addresses of each unit owner to which notice of owners meetings and of meetings of the  
49 Board of Directors shall be sent at least annually.

50 D. Each unit owner shall furnish the council of unit owners with his  
51 name and current mailing address. A unit owner may not vote at meetings of the unit  
52 owners until this information is furnished.

53 E. The right of a unit owner to sell, transfer or otherwise convey his  
54 or her unit in a condominium shall not be subject to any right of first refusal or  
55 similar restriction.

56 Section 2. Lien. The Corporation shall have liens on the outstanding regular  
57 memberships in order to secure payment of any sums which may become due from the  
58 holders thereof to the Corporation for any reason whatsoever.

59 Section 3. Liquidation Rights. In the event of any voluntary or involuntary  
60 dissolution of the Corporation, each member of the Corporation shall be entitled to  
61 receive out of the assets of the Corporation available for distribution to the members  
62 an amount equal to that proportion of such assets which the value of his condominium  
63 unit bears to the value of the entire project, said values to be those set forth on  
64 Exhibit "C" attached to the Master Deed.

65 ARTICLE IV

66 MEETING OF MEMBERS

67 Section 1. Place of Meeting. Meetings of the membership shall be held at the  
68 principal office or place of business of the Corporation or at such other suitable  
69 place convenient to the membership as may be designated by the Board of Directors.

70 Section 2. Annual Meetings. The Annual Meeting of the Corporation shall be held the  
71 3rd Wednesday of April each year or at such other time as soon thereafter as is  
72 practicable, to be scheduled by the Board of Directors. At such meeting there shall be  
73 elected by the ballot of the members eligible to vote a Board of Directors in  
74 accordance with the requirements of Section 4 of Article V of these By-Laws. The  
75 members may also transact such other business of the Corporation as may properly come  
76 before them.

77 Section 3. Special Meetings. It shall be the duty of the President to call a Special  
78 Meeting of the members as directed by resolution of the Board of Directors or upon a  
79 petition signed by members representing at least twenty five percent (25%) of the total  
80 votes entitled to be cast from the total membership having been presented to the  
81 Secretary. The notice of any Special Meeting shall state the time and place of such  
82 meeting and purpose thereof. No business shall be transacted at a Special Meeting  
83 except as stated in the notice.

84 Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice  
85 of each annual or special meeting, stating the purpose thereof as well as the time and  
86 place where it is to be held, to each member of record, at their address as it appears  
87 on the membership books of the Corporation, or if no such address appears, at his last  
88 known place of address, not less than ten (10), but not more than ninety (90) days,  
89 prior to such meeting. Service may also be accomplished by the delivery of any such  
90 notice to the member at his dwelling unit or last known address. Notice by either such  
91 method shall be considered as notice served.

92 Section 5. Quorum. The presence, either in person or by proxy, of members  
93 representing at least twenty-five percent (25%) of the total votes eligible to be cast  
94 (computed in accordance with the provisions of Section 7 of this Article IV), shall  
95 constitute a quorum for the transaction of business at all meetings of members. If the  
96 number of votes present at a meeting drops below the quorum and question of a lack of a  
97 quorum is raised, no business may be transacted thereafter.

98 Section 6. Adjourned Meetings.

99 A. If any meeting of members cannot be organized because a quorum has  
100 not attended, the members who are present either in person or by proxy, may, except as  
101 otherwise provided by Law, adjourn the meeting to a time not less than ten (10) days  
102 notice, and not more than ninety (90) days from the time the original meeting was  
103 called. Notice of the meeting will be provided to the unit owners pursuant to the  
104 Maryland Condominium Act, Section 11-109 (c) (4).

105 B. If at any Meeting, of the Council Of Unit Owners, a quorum is not  
106 established, Section 5-206 of the Corporations and Associations Article of the Maryland

107 Code, may be invoked. These authorities allow a continuation of the Annual Meeting to  
108 be called at a later date, and to hold the Meeting of the Council of Unit Owners with  
109 owners present in person or by PROXY being accepted as a quorum., provided that the  
110 provisions of this section are complied with.

111 C. If at any Meeting of the Council of Unit Owners, a quorum is not  
112 established, therefore, Directors cannot be elected, Members of the Board of Directors  
113 serving at that time, shall continue to manage the business and affairs of the  
114 corporation until such time as their successors are elected and qualify.

115 Section 7. Votes.

116 A. To establish a quorum (Section 5 this Article), twenty five percent  
117 (25%) of the total eligible votes (one vote per unit) shall constitute a quorum for all  
118 voting purposes, except as authorized by Article IV, Section 6. Titled: Adjourned  
119 Meetings, of these By-Laws.

120 B. The vote of the members representing the majority of the eligible  
121 votes present in person or by proxy and entitled to be cast shall decide any question  
122 brought before any meeting, unless the question pertains to By-Law changes or Special  
123 Assessments. Unless the Secretary of the corporation is given written notice to the  
124 contrary, votes by members shall be counted as follows:

125 (a) If only one member votes in person or by proxy, his vote binds  
126 all members, and if more than one vote, the vote of the majority binds all.

127 (b) If more than one person votes and the vote is evenly split on  
128 any particular matter:

129 (i) Each faction may vote the membership in question  
130 proportionally or;

131 (ii) Any person voting the membership or any beneficiary may  
132 apply to a court of competent jurisdiction to appoint an additional person to act with  
133 the person voting the membership and the membership shall then be voted as determined  
134 by a majority of those persons and the person appointed by the court.

135 C. Elicable Votes. Only those members who are not more than thirty (30)  
136 days delinquent in any payment due the Corporation shall be eligible to vote and are  
137 considered votes entitled to be cast.

138 Section 8. Proxies. A member may appoint any other member, who is an eligible voter,  
139 as his proxy. Any proxy must be filed with the Secretary (or designated  
140 representative) before the appointed time and/or at time at which the meeting is  
141 actually called to order by the presiding officer.

142 A. A proxy is effective only for a maximum period of 180 days following  
143 its issuance.

144 B. Any proxy may be revoked, in writing, at any time at the pleasure of  
145 the unit owner or unit owners executing the proxy. Request to revoke a proxy must be  
146 addressed to the Corporate Secretary.

147 C. Any proxy not appointed to vote as directed by a unit owner may only  
148 be appointed for purposes of meeting quorums and to vote for matters of business before  
149 the council of unit owners, other than an election of officers and members of the Board  
150 of Directors.

151 D. Only a unit owner voting in person or a proxy voting for candidates  
152 designated by a unit owner may vote for members of the Board of Directors.

153

## ARTICLE V

154

DIRECTORS

155 Section 1. Number and Qualifications. The affairs of the Corporation shall be  
156 governed by the Board of Directors composed of five (5) members. Members shall be  
157 eligible voters, as defined in Section 7 of Article IV of these By-Laws, to be elected  
158 to the Board of Directors, and shall maintain this status during their tenure in order  
159 to be considered a Director in good standing and eligible to vote as a Director on any  
160 and all business coming before the Board of Directors.

161 Section 2. Powers and Duties. The Board of Directors shall have all the powers and  
162 duties necessary for the administration of the affairs of the Corporation and may do  
163 all such acts and things as are not by law or by these By-Laws directed to be exercised  
164 and done by the members. The powers and duties of the Board of Directors shall  
165 include, but not be limited to the following:

166           A. To provide for the care, upkeep and surveillance of the project and  
167 its Common Elements and services in a manner consistent with the provisions of these  
168 By-Laws and the Master Deed;

169           B. To establish and provide for the collection of assessments and/or  
170 carrying charges from the members and for the assessment and/or enforcement of liens  
171 therefor in a manner consistent with provision of the By-Laws and the Master Deed;

172           C. To provide for the designation, hiring and/or dismissal of the  
173 personel necessary for the good working order of the project and for the proper care of  
174 the Common Elements and to provide services for the project in a manner consistent with  
175 the provisions of these By-Laws and the Master Deed;

176           D. To promulgate the enforcement of such rules and regulations and such  
177 restrictions or requirements as may be deemed proper respecting the use, occupancy and  
178 maintenance of the project and the use of the Common Elements as are designated to  
179 prevent unreasonable interference with the use and occupancy of the project and of the  
180 Common Elements by the members, all of which shall be consistent with the provisions of  
181 these By-Laws and the Master Deed; and

182           E. To authorize, at their discretion, the payment of patronage refunds  
183 from residual receipts when and as reflected in the annual report.

184 Section 3. Management Agency. The Board of Directors shall employ for the Corporation  
185 a licensed professional Management Agency (the "Management Agent") at a rate of  
186 compensation established by the Board of Directors to perform such duties and services  
187 as the Board of Directors shall from time to time authorize in writing. The  
188 Corporation (Board of Directors) shall not employ any new Management Agency without  
189 thirty (30) days prior written notice to the Corporation members (owners).



190 Section 4. Election and Term of Office.

191 A. Directors shall be elected for terms of three (3) years. However, if  
 192 at any time it is necessary to replace (or elect) the entire five member Board, the  
 193 following formula for terms of office will apply:

194 One Director Highest Number of Votes will be elected for a  
 195 term of three (3) years.

196 Two Directors Next two highest number of votes will be  
 197 elected for a term of two (2) years.

198 Two Directors Next two highest number of votes will be  
 199 elected for a term of one (1) year.

200 B. The utilization of the above formula is for the express purpose of  
 201 establishing and maintaining a rotation of Directors serving staggered terms so as to  
 202 maintain continuity and experience on the Board of Directors.

203 C. A unit owner may nominate himself or any other person to be an  
 204 officer or member of the Board of Directors. A call for nominations shall be sent to  
 205 all unit owners not less than 45 days before notice of an election is sent. Only  
 206 nominations made at least 15 days before notice of an election shall be listed on the  
 207 election ballot. Candidates shall be listed on the ballot in alphabetical order, with  
 208 no indicated candidate preference. Nominations may be made from the floor at the  
 209 meeting at which the election to the board is held.

210 D. If at any Annual meeting, a quorum is not established, therefore,  
 211 Directors cannot be elected, Members of the Board of Directors serving at that time,  
 212 regardless of expiration of term, will continue to serve until such time as  
 213 replacements are elected.

214 Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other  
 215 than the removal of a Director by a vote of the membership shall be filled by vote of  
 216 the majority of the remaining directors, even though they may constitute less than a

217 quorum; and each person so elected shall be a Director until a successor is elected by  
218 the members at the next annual meeting to serve out the unexpired portion of the term.

219 Section 6. Removal of Directors.

220 A. At a regular or special meeting of the owners, duly called, any  
221 director may be removed, with cause or without cause, by an affirmative vote of a  
222 majority of those votes eligible to be cast (as determined by Section 7 of Article IV  
223 these By-Laws) and a successor(s) may then and there be elected to fill the vacancy  
224 thus created by the affirmative majority vote of those votes eligible to be cast. The  
225 entire Board of Directors shall resign within 30 days upon receipt of a petition  
226 representing thirty five percent (35%) of the total votes eligible to be cast of the  
227 total membership, eligible to cast votes, requesting this action and a Special Meeting  
228 will be duly called coinciding with the resignations to elect a new Board.

229 Section 7. Compensation. No compensation shall be paid to Directors for their  
230 services as Directors. However, Directors may be reimbursed for expenses incurred in  
231 the performance of their duties.

232 Section 8. Organization Meeting. The first meeting of a newly elected Board of  
233 Directors shall be held within ten (10) days of election at such place as shall be  
234 fixed by the Directors at the meeting at which such Directors were elected, and no  
235 notice shall be necessary to the newly elected Directors in order legally to constitute  
236 such meeting, provided a majority of the whole Board of Directors shall be present.

237 Section 9. Regular Meetings. Regular meeting of the Board of Directors may be held at  
238 such time and place as shall be determined, from time to time, by a majority of the  
239 Directors, but at least four (4) such meetings shall be held during each fiscal year.  
240 Notice of regular meetings of the Board of Directors shall be given to each Director,  
241 personally or by mail, telephone or telegraph, at least three (3) days prior to the day  
242 named for such meeting.

243 Section 10. Special Meetings. Special meetings of the Board of Directors may be called  
244 by the President or by any two (2) Directors on three (3) days notice to each Director,

245 given personally or by mail, telephone or telegraph, which notice shall state the time,  
246 place (as hereinabove provided) and purpose of the meeting.

247 Section 11. Executive Meetings.

248 A. Executive Meetings of the Board of Directors shall be closed to the  
249 general public, and shall be called by the President only for the following purposes:

250 (a) Discussion of matters pertaining to employees and personnel;

251 (b) Protection of the privacy or reputation of individual in  
252 matters not related to the council of unit owners' business;

253 (c) Consultation with legal counsel;

254 (d) Consultation with staff personnel, consultants, attorneys, or  
255 other persons in connection with pending or potential litigation;

256 (e) Investigative proceedings concerning possible or actual  
257 criminal misconduct;

258 (f) Complying with a specific constitutional, statutory, or  
259 judicially imposed requirement protecting particular proceedings or matters from public  
260 disclosure; or

261 (g) On an individually recorded affirmative vote of two-thirds of  
262 the board members present, for some other exceptional reason so compelling as to  
263 override the general public policy in favor of open meetings.

264 B. If a meeting is held in closed session under this Section:

265 (a) An action may not be taken and a matter may not be discussed if  
266 it is not permitted by this section; and

267 (b) A statement of the time, place and purpose of any closed  
268 meeting, the record of the vote of each board member by which any meeting was closed,  
269 and the authority under this section for closing any meeting shall be included in the  
270 minutes of the next meeting of the Board of Directors.

271 Section 12. Waiver of Meetings. Before or at any meeting of the Board of Directors,  
272 any Director may, in writing, waive notice of such meeting and such waiver shall be  
273 deemed equivalent to the giving of such notice. Attendance by a Director at any  
274 meeting of the Board of Directors shall be a waiver of notice by him of the time and  
275 place thereof. If all the Directors are present at any meeting of the Board of  
276 Directors, no notice shall be required and any business may be transacted at such  
277 meeting.

278 Section 13. Quorum. At all meetings of the Board of Directors a majority of the  
279 Directors shall constitute a quorum for the transaction of business, and the acts of  
280 the majority of the Directors present at a meeting at which a quorum is present shall  
281 be the acts of the Board of Directors. If at any meeting of the Board of Directors  
282 there is less than a quorum present, the majority of those present may adjourn the  
283 meeting from time to time. At such adjourned meeting, any business which might have  
284 been transacted at the meeting as originally called may be transacted without further  
285 notice.

286

## ARTICLE VI

287

OFFICERS

288 Section 1. Designation. The principal officers of the Corporation shall be a  
289 President, a Vice President, a Secretary, and a Treasurer, all of whom shall be members  
290 of the Board of Directors, and elected by the members of the Board of Directors. The  
291 Directors may appoint assistant secretaries and assistant treasurers and such other  
292 officers as in their judgement may be necessary for the efficient operation of the  
293 Corporation. Such appointed officers must be eligible to vote as required in Section 7

294 of Article II of these By-Laws and must remain so for the duration of the term of their  
295 appointment and need not be elected Directors.

296 Section 2. Election of Officers. The Officers of the Corporation shall be elected  
297 annually by the Board of Directors at the first meeting of the Board following the  
298 Annual Meeting of the membership by the majority vote and shall hold office at the  
299 pleasure of the Board of Directors. However, the Board will not be reorganized between  
300 Annual Meetings except by affirmative vote of at least eighty percent (80%) of the  
301 Board.

302 Section 3. Removal of Officer. Upon an affirmative majority vote of the Board of  
303 Directors any officer may be removed either with or without cause, and his successor  
304 elected at any regular meeting of the Board of Directors.

305 Section 4. President. The President shall be the Chief Executive Officer of the  
306 Corporation. He shall preside at all meetings of the members and of the Board of  
307 Directors. He shall have all of the general powers and duties which are usually vested  
308 in the office of president of a Corporation, including, but not limited to the power to  
309 appoint committees, with the concurrence of the Board, from among the membership from  
310 time to time as he may, in his discretion, decide is appropriate to assist in the  
311 conduct of affairs of the Corporation.

312 Section 5. Vice President. The Vice President shall take the place of the President  
313 and perform his duties whenever the President shall be absent or unable to act. If  
314 neither the President nor the Vice President is able to act, the Board shall appoint  
315 some other member of the Board to do so on an interim basis. The Vice President shall  
316 also perform such other duties as shall from time to time be imposed upon him by the  
317 Board of Directors.

318 Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the  
319 Board of Directors and the minutes of all meetings of the members of the Corporation;  
320 he shall have custody of the seal of the Corporation; he shall have charge of the  
321 membership transfer books and of such other books and papers as the Board of Directors  
322 may direct; and he shall, in general, perform all duties incident to the office of  
323 Secretary.

324 Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and  
325 securities and shall be responsible for keeping full and accurate accounts of all  
326 receipts and disbursements in books belonging to the Corporation. The Treasurer shall  
327 further be responsible for the deposit of all monies and other valuable effects in the  
328 name, and to the credit, of the Corporation in such depositories as may from time to  
329 time be designated by the Board of Directors. The Treasurer shall be bonded under  
330 fidelity bond in such amount as may be determined by the Board of Directors, and must  
331 be one of the three individuals authorized to sign/execute Corporate Checks.

332 ARTICLE VII

333 MANAGEMENT

334 Section 1. Management and Common Expenses. The Corporation shall manage, operate and  
335 maintain the condominium project and, for the benefit of the condominium units and the  
336 owners thereof, shall enforce the provisions hereof and may pay out of the common  
337 expense fund the following:

338 A. The cost of providing water, sewer, garbage and trash collection,  
339 electricity, gas and other necessary utility services for the Common Elements,  
340 including any swimming pool or other recreational facilities used by the condominium  
341 project, and for the condominium units;

342 B. The cost of fire and extended coverage insurance and public liability  
343 insurance on the project, the cost of such other insurance as the Corporation may elect  
344 and the cost of the any fidelity bonds;

345 C. The cost of the services of a firm to manage the project to the  
346 extent deemed advisable by the Corporation together with services of such other  
347 personnel as the Board of Directors of the Corporation shall consider necessary for the  
348 operation of the project;

349 D. The cost of providing such legal and accounting services as may be  
350 considered necessary to the operation of the project;

351 E. The cost of painting, maintaining, repairing and snow removal of the  
352 Common Elements and such furnishing and equipment for the Common Elements as the Board  
353 of Directors shall determine are necessary and proper, and the Board of Directors shall  
354 have the exclusive right and duty to contract for such services and to acquire such  
355 equipment; provided, however, that nothing herein contained shall require the  
356 Corporation to paint, repair or otherwise maintain the interior of any condominium unit  
357 or any fixtures or equipment located therein;

358 F. The cost of any and all other materials, supplies, labor, services,  
359 maintenance, repairs, taxes and assessments, or the like, which the Corporation is  
360 required to secure or pay for by law, or otherwise, or which in the discretion of the  
361 Board of Directors shall be necessary or proper for the operation of the Common  
362 Elements; provided, however, that if any of the aforementioned are provided or paid for  
363 the benefit of a particular condominium unit or units, the cost thereof may be  
364 specially assessed to the owner or owners thereof.

365 G. The cost of the maintenance or repair of any condominium unit except  
366 those costs described in subparagraph (i), hereinbelow, in the event such maintenance  
367 or repair is reasonably necessary in the discretion of the Board of Directors to  
368 protect the Common Elements or to preserve the appearance or value of the project or is  
369 otherwise in the interest of the general welfare of all owners of the condominium  
370 units; provided, however, that no such maintenance or notice of repair shall be  
371 undertaken without a resolution of the Board of Directors and not without reasonable  
372 written notice to the owner of the condominium unit proposed to be maintained and  
373 provided, further, that the cost thereof shall be assessed against the condominium unit  
374 on which such maintenance or repair is performed and, when so assessed, a statement for  
375 the amount thereof shall be rendered to the then owner of said condominium unit, at  
376 which time the assessment shall be come due and payable and a continuing lien and  
377 obligation of said owner in all respects as provided in Article VIII of these By-Laws;

378 H. Any amount necessary to discharge any lien or encumbrance levied  
379 against the project, or any portion thereof, which may, in the opinion of the Board of  
380 Directors, constitute a lien against any of the Common Elements rather than the  
381 interest of the owner of an individual condominium unit; and

382 I. The cost of all material and labor incident to the maintenance and/or  
383 repair of all exterior paint and/or stain, roofs, exterior doors, and other items of  
384 exterior trim of all condominium units.

385 Section 2. Management Agency. The Corporation may delegate any of its duties, powers  
386 or functions to the Management Agency. The Corporation and the Board of Directors  
387 shall not be liable for any omission or improper exercise by the Management Agency of  
388 any such duty, power or function so delegated.

389 Section 3. Duty to Maintain.

390 A. It shall be the sole obligation and exclusive right of the  
391 Corporation to perform the exterior maintenance and/or repair set forth in Section 1(i)  
392 above. Except for those specific requirements imposed upon the Corporation, the owner  
393 of any condominium unit shall, at his own expense, maintain his condominium unit and  
394 any and all equipment therein situated, and its other appurtenances in good order,  
395 condition and repair and in a clean and sanitary condition, and shall do all  
396 redecorating, painting and the like which may at any time be necessary to maintain the  
397 good appearance of his condominium unit.

398 B. In addition to the foregoing, The owner of any condominium unit  
399 shall, at his own expense maintain, repair or replace any plumbing fixtures, heating  
400 and air conditioning equipment, lighting fixtures, refrigerators (with and without ice-  
401 maker), freezers, dishwashers, disposals, ranges and/or other equipment that may be in  
402 or appurtenant to such condominium unit. The owner of any condominium unit shall also,  
403 at his own expense, maintain in a clean, orderly and sanitary condition the Limited  
404 Common Elements designated as "Limited Common Elements" and shown as patios and  
405 balconies on the Master Plat reserved for exclusive use of the owner of the condominium  
406 unit to which the patio and balcony attaches as set forth in Section Third "Common  
407 Element", Subsection (a) (duplicate) of the Master Deed.

408 C. The owner(s) of any condominium unit shall be responsible for the  
409 cost of repair for any damages to any and all other units and/or Common Elements  
410 resulting from negligence, accidents, failure to maintain, or malfunctioning of  
411 plumbing fixtures, heating and air conditioning equipment, lighting fixtures,



412 refrigerators (with or without icemakers), freezers, dishwashers, disposals, ranges,  
413 and/or other equipment and appliances that may be in or appurtenant to such condominium  
414 unit, except when two or more units are affected by a common malfunction.

415 Section 4. Access at Reasonable Time. The corporate owners or its authorized  
416 designee shall have an irrevocable right and an easement to enter units to make repairs  
417 when the repairs reasonably appear necessary for public safety or to prevent damage to  
418 other portions of the condominium. Except in cases involving manifest danger to public  
419 safety or property, the council of unit owners shall make a reasonable effort to give  
420 notice to the owner of any unit to be entered for the purpose of repair. If damage is  
421 inflicted on the common elements or any unit through which access is taken, the council  
422 of unit owners is liable for the prompt repair. An entry by the council of unit owners  
423 for the purposes specified in this subsection may not be considered a trespass.

424 Section 5. Easements for Utilities and Related Purposes. The Corporation is  
425 authorized and empowered to grant such licenses, easements and/or rights of way for  
426 sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains,  
427 underground conduits and/or such other purposes related to the provision of public  
428 utilities to the project or other similar projects as may be considered necessary and  
429 appropriate by the Board of Directors for the orderly maintenance, preservation of the  
430 health, safety, convenience and/or welfare of the owners of the condominium units. The  
431 same may be granted only over those portions of the Common Elements upon which no  
432 building or structure has been erected.

433 Section 6. Limitation of Liability.

434 A. The Corporation shall not be liable for any failure of water supply  
435 or other services to be obtained by the Corporation or paid for out of the common  
436 expense funds, or for injury or damage to person or property caused by the elements or  
437 from any pipe, drain conduit, appliance or equipment. The Corporation shall not be  
438 liable to the owner of any condominium unit for loss or damage, by theft or otherwise,  
439 of articles which may be stored upon any of the Common Elements. No diminution or  
440 abatement of Common Expense assessments, as herein elsewhere provided, shall be claimed

441 or allowed for inconvenience or discomfort arising from the making of repairs or  
442 improvements to the Common Elements or from any action taken by the Corporation to  
443 comply with any law, ordinance or with the order or directive of any municipal or other  
444 governmental authority.

445 ARTICLE VIII

446 ASSESSMENTS AND CARRYING CHARGES

447 Section 1. Annual Assessments and Carrying Charges.

448 A. Each member shall pay to the Corporation a monthly sum (hereinafter  
449 sometimes referred to as "carrying charges" and/or "Condominium Fees") equal to one-  
450 twelfth (1/12) of the member's proportionate share, rounded to the nearest dollar, of  
451 the sum required by the Corporation, based on a budget prepared by a Certified Public  
452 Accountant (CPA), with the aid of the Management Agent, taking the previous years  
453 actual operating expenses into consideration, under the guidance of the Board of  
454 Directors, to meet its annual expenses including, but in no way limited to, the  
455 following:

456 (a) The cost of all operating expenses of the project and services  
457 furnished, including charges by the Corporation for facilities and services furnished  
458 by it.

459 (b) The cost of necessary management and administration, including  
460 fees paid to any Management Agent.

461 (c) The amount of all taxes and assessments levied against the  
462 Corporation or upon any property which it may own or which it is otherwise required to  
463 pay, if any.

464 (d) The cost of fire and extended coverage insurance public  
465 liability insurance on the project and the cost of such other insurance as the  
466 Corporation may effect.

467 (e) The cost of furnishing water, sewer, electricity, heat, and gas  
468 to the individual units and Common Elements; and garbage and trash collection and/or  
469 other utilities.

470 (f) The cost of funding all reserves established by the  
471 Corporation, including, when appropriate, a general operating reserve and/or a reserve  
472 for replacement.

473 (g) The estimated cost of repairs, maintenance and replacements of  
474 the project to be made by the Corporation.

475 B. The Board of Directors shall determine the amount of the assessment  
476 annually, but may do so at more frequent intervals should circumstances so require.

477 C. The Board of Directors of the Corporation shall make reasonable  
478 efforts to fix the amount of the assessments against each member for each assessment  
479 period at least thirty (30) days in advance of such date or period, and shall, at that  
480 time, prepare a roster of the membership and assessments applicable thereto which shall  
481 be kept at the office of the Corporation and shall be open to inspection by any owner  
482 upon reasonable notice to the Board. Written notice of the assessments shall thereupon  
483 be sent to the members. The failure of the Board of Directors to fix the said  
484 assessment or to notify the members thereof before the expiration of any assessment  
485 period, shall not be deemed a waiver or modification in any respect of the provisions  
486 of this Article, or a release of any member from the obligation to pay the assessment,  
487 or any installment thereof, for that or any subsequent assessment period, but the  
488 assessment fixed for the preceding period shall continue until a new assessment is  
489 fixed. No member may exempt himself from liability for assessments or carrying charges  
490 by a waiver of the use or enjoyment of any of the Common Elements or by abandonment of  
491 the condominium unit belonging to him. The proportionate share of each member of the  
492 sum required by the Corporation to meet its annual expenses, as mentioned in the first  
493 sentence of this Section 1 of this Article VIII, shall be computed by multiplying that

494 member's percentage of undivided ownership in the Common Elements by the total annual  
495 expenses of the Corporation, as estimated by its Board of Directors.

496 Section 2. Special Assessments. In addition to the regular assessments authorized by  
497 this Article, the Corporation may levy in any assessment year a special assessment or  
498 assessments, applicable to that year only, for the purpose of defraying, in whole or in  
499 part, the cost of any construction or reconstruction, unexpected repair or replacement  
500 of a described capital improvement located upon the project, including the necessary  
501 fixtures and personal property related thereto, or for such other purpose as the Board  
502 of Directions may consider appropriate, provided that any such assessment shall have  
503 the assent of the members representing three fourth (3/4) of the total votes of all  
504 members of the Corporation. A meeting shall be duly called for this purpose, written  
505 notice of which shall be sent to all members at least fifteen (15) but not more than  
506 sixty (60) days in advance of such meeting, such meeting, which notice shall set forth  
507 the purpose of the meeting, as required for a Special Meeting.

508 Section 3. Reserve for Replacements. The corporation shall establish and maintain a  
509 reserve fund for replacement by the allocation and payment monthly to such reserve fund  
510 of an amount to be designated from time to time by the Board of Directors. Such fund  
511 shall be conclusively deemed to be a common expense. Such fund shall be deposited in a  
512 special account with a lending institution, the accounts of which are insured by an  
513 agency of the United States of America or may, in the discretion of the Board of  
514 Directors, be invested in obligations of, or fully guaranteed as to principal by, the  
515 United States of America. The reserve for replacements may be expended only for the  
516 purpose of effecting the replacement of the Common Elements and equipment of the  
517 project and operating contingencies of a non-recurring nature. The amounts required to  
518 be allocated to the reserve for replacements may be reduced or suspended by appropriate  
519 resolution of the Board of Directors, upon the accumulation in such reserve for  
520 replacements of a sum equal to ten percent (10%) of the full replacement value of the  
521 condominium project ass such full replacement. Value is annually determined by the  
522 Board of Directors for casualty insurance purposes. The proportionate interest of any  
523 owner in any reserve for replacement shall be considered an appurtenance of his  
524 condominium unit and shall not be separately withdrawn, assigned or transferred or  
525 otherwise separated from the condominium unit to which it appertains and shall be  
526 deemed to be transferred with such condominium unit.

527 Section 4. Deposit of Annual Assessments and Carrying Charges. The Corporation shall  
528 deposit the sums collected pursuant to Section 1, of this Article VIII, in a bank  
529 located in Maryland and insured by the Federal Deposit Insurance Corporation (FDIC).

530 Section 5. Non-Payment of Assessment.

531 A. Any assessment, until paid, together with interest, late charges, if  
532 any, and actual costs of collection, and reasonable attorney's fees, constitutes a lien  
533 on the unit on which it is assessed if a statement of lien is recorded within two years  
534 after the date the assessment becomes due, as provided in Real Property, Annotated Code  
535 of Maryland. The personal obligation of the member to pay such assessment shall,  
536 however, remain his personal obligation for the statutory period and suit to recover a  
537 money judgment for non-payment of any assessment levied pursuant to these By-Laws, or  
538 any installment thereof, may be maintained without foreclosing or waiving the lien  
539 herein and by the aforesaid statute created in securing the same.

540 B. The personal obligation for delinquent assessments shall not pass to  
541 successors in title or interest unless assumed by them, or required by applicable law.

542 C. Any assessment levied pursuant to these By-Laws, or any installment  
543 thereof, which is not paid within ten (10) days after it is due shall bear interest at  
544 the rate of twelve percent (12%) per annum, and the Corporation may bring an action at  
545 law against the member personally obligated to pay the same, or foreclose the lien  
546 against the condominium unit or units then belong to said member, in either of which  
547 events interest, costs and reasonable attorney's fees of not less than fifteen percent  
548 (15%) of the sum claimed shall be added to the amount of each assessment.

549 D. The Board of Directors may notify the holder of the first mortgage on  
550 any condominium unit for which any assessment levied pursuant to these By-Laws becomes  
551 delinquent for a period in excess of sixty (60) days and in any other case where the  
552 owner of such condominium unit is in default with respect to the performance of any  
553 other obligation hereunder for a period in excess of thirty (3) days, but any failure  
554 to give such notice shall not affect the validity of the lien for assessment levied  
555 pursuant to these By-Laws.

556 E. The Board of Directors shall discontinue all services provided units,  
557 including, but not limited to, utilities, swimming pool privileges, etc., and all  
558 others; the cost of which is included in the Annual Assessments levied pursuant to  
559 these By-Laws at such time as any assessment payment or periodic installment payment  
560 becomes delinquent in excess of sixty (60) days, and in any other case where the owner  
561 of such condominium unit is in default with respect to the performance of obligation  
562 hereunder for a period in excess of sixty (60) days, but any failure to discontinue the  
563 services shall not affect the validity of the lien for any assessment levied pursuant  
564 to these By-Laws.

565 Section 6. Assessment Certificates The Corporation shall upon demand at any time  
566 furnish to any member liable for any assessment levied pursuant to these By-Laws (or  
567 any other party legitimately interested in the same) a certificate in writing signed by  
568 an officer of the Corporation, setting forth the status of said assessment, i.e.,  
569 whether the same is paid or unpaid. Such certificate shall be conclusive evidence of  
570 the payment of any assessment thereto stated to have been paid.

571 Section 7. Acceleration of Installments. Upon default in the payment of any one or  
572 more monthly installments of any assessment levied pursuant to these By-Laws, or any  
573 other installment thereof, the entire balance of said assessment may be accelerated at  
574 the option of the Board of Directors and be declared due and payable in full.

575 Section 8. Priority of Lien. The lien established by this Article and Real Property,  
576 Section 11-110, Annotated Code of Maryland, shall have preference over any assessments,  
577 liens, judgments, or charges of whatever nature, except the following:

578 A. General and Special assessments for real estate taxes on the  
579 Condominium unit; and

580 B. The liens of any deeds of trust, mortgage instruments or encumbrances  
581 duly recorded on the condominium unit prior to the assessment of the lien thereon or  
582 duly recorded on said unit after receipt of a written statement from the Board of  
583 Directors reflection that payments on said lien were current as of the date of  
584 recordation of said deed of trust, mortgage instrument or encumbrance, or as  
585 hereinabove specifically provided.

586 Section 9. Subordination and Mortgage Protection.

587           A. Notwithstanding any other provisions hereof to the contrary, the lien  
588 of any assessment levied pursuant to these By-Laws upon any condominium unit in the  
589 project shall be subordinate to, and shall in no way affect the rights of the holder of  
590 any indebtedness secured by any recorded mortgage or Deed of Trust upon such interest  
591 made in good faith, and for value received; provided, however, that such subordination  
592 shall apply only to assessments which have become due and payable prior to a sale or  
593 transfer of such condominium unit pursuant to a decree of foreclosure, or any other  
594 proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the  
595 purchaser at such sale or the condominium unit from liability for any assessments  
596 thereafter becoming due, nor from the lien of any such subsequent assessment, which  
597 said lien, if any, shall have the same effect and be enforced in the same manner as  
598 provided herein.

599           B. No amendment to this Section shall affect the rights of the holder of  
600 any such mortgage (or the indebtedness secured thereby) recorded prior to recordation  
601 of such amendment unless the holder thereof (or of the indebtedness secured thereby)  
602 shall join in the execution of such amendment.

603 Section 10. Additional Default. Any recorded first mortgage secured on a condominium  
604 unit in the project shall provide that any default by the mortgagor in the payment of  
605 any assessment levied pursuant to these By-Laws, or any installment thereof, shall  
606 likewise be a default in such mortgage or the indebtedness secured thereby but failure  
607 to include such provision in any such mortgage shall not affect the validity or  
608 priority thereof and the protection extended to the holder of such mortgage or the  
609 indebtedness secured thereby by reason of the provisions of this Article shall not be  
610 altered, modified, or diminished by reason of such failure.

611

ARTICLE IX

612

SUPPLEMENTAL ENFORCEMENT OF LIEN

613 Section 1. In addition to proceeding at law for a judgment against delinquent unit  
614 owners or to proceed in equity for foreclosure and enforcement of a lien established  
615 pursuant to Real Property, Section 11-110, Annotated Code of Maryland, all of the  
616 owners of condominium units in the condominium project may be required by the Grantor  
617 of the Board of Directors to execute bonds conditioned upon the faithful performance  
618 and payment of the installments of the lien established thereby and may likewise to  
619 required to secure the payment of such obligations by a Declaration in Trust recorded  
620 among the land records of Prince George's County, Maryland, granting unto a Trustee or  
621 Trustees appropriate powers to the end that, upon default in the performance of such  
622 bond said Declaration in Trust may be foreclosed by said Trustee or Trustees, action at  
623 the direction of the Management Agent or the Board of Directors. In the event any such  
624 bonds have been executed and such Declaration in Trust is recorded then any subsequent  
625 purchaser of a condominium unit in the condominium project shall take title subject  
626 thereto and shall assume the obligations therein provided for.

627 ARTICLE X

628 USE RESTRICTIONS

629 Section 1. Residential Use.

630 A. All condominium units shall be used for private residential purposes  
631 exclusively, except for such temporary non-residential uses as may be permitted by the  
632 Board of Directors from time to time, and on individual unit cases.

633 B. All leases shall be in writing and shall state that they are subject  
634 to the Declaration and By-Laws and rules and regulations enacted by the Board of  
635 Directors. No transient leases shall be executed for any unit at the Condominium.  
636 Leases must be for a duration of at least six (6) months, which may thereafter be  
637 renewable on a month-to-month basis." The Board of Directors may enact reasonable rules  
638 and regulations that affect residential leases within the Condominium. A copy of the  
639 Lease and any Addenda, modifications or renewals thereto must be provided to the Board  
640 of Directors. Owners must provide the names of all tenants and occupants to the Board  
641 of Directors.



642 Section 2. Prohibited Uses and Nuisances.

643 A. No noxious or offensive trade or activity shall be carried on within  
644 the project or within any condominium unit situated thereon, nor shall any be done  
645 therein or thereon which may be or become an annoyance to the neighborhood of the other  
646 owners.

647 B. There shall be no obstruction of any Common Elements. Nothing shall  
648 be stored upon any Common Elements without the approval of the Board of Directions.  
649 Vehicular parking upon Common Elements shall be regulated by the Board of Directors.

650 C. Nothing shall be done or maintained in any condominium unit or upon  
651 any Common Elements which will increase the rate of insurance on any condominium unit  
652 or Common Elements, or result in the cancellation thereof. Nothing shall be done or  
653 maintained in any condominium unit or upon Common Elements which would be in violation  
654 of any law. No waste shall be committed upon any Common Elements.

655 D. No structural alteration, construction, addition or removal of any  
656 condominium unit or Common Elements shall be commenced or conducted except in strict  
657 accordance with the provisions of these By-Laws.

658 E. The maintenance, keeping, boarding and/or raising of  
659 animals, livestock or poultry of any kind, regardless of number shall be and is hereby  
660 prohibited within any condominium unit or upon any Common Elements, except that this  
661 shall not prohibit the keeping of dogs or cats and/or caged birds as domestic pets  
662 provided they are not kept, or maintained for commercial purposes. All domestic pets  
663 shall be under the control of the owner at all times, shall not be allowed outside of  
664 the units unleashed, and shall not become a nuisance to other residents, either because  
665 of cleanliness, sanitation, or lack of control. The owners are responsible for  
666 complying with all existing Maryland and Prince George's County Laws, statutes and  
667 regulations regulating the keeping of domestic pets.

668 F. No signs of any character shall be erected, posted or displayed upon,  
669 in, from or about any condominium unit or Common Elements, provided, however, that one  
670 temporary real estate sign of customary and reasonable dimensions may be displayed

671 upon, in or from any condominium unit placed on the market for sale or rent. The  
672 provisions of this subsection shall not be applicable to the institutional holder of  
673 any first mortgage which comes into possession of any condominium unit by reasons of  
674 any remedies proved for in the mortgage, foreclosure of any mortgage or any deed of  
675 trust or other proceeding in lieu of foreclosure.

676 G. Except as herein elsewhere provided, no junk vehicle or other vehicle  
677 on which current registration plates are not displayed, trailer, truck, camper, camp  
678 truck, house trailer, boat or the like, shall be kept upon any Common Elements, nor  
679 shall the repair or extraordinary maintenance of automobile or other vehicles be  
680 carried out thereon. The Corporation may, in the discretion of its Board of Directors,  
681 provide and maintain a suitable area designated for the parking of such vehicles or the  
682 like.

683 H. No part of the Common Elements shall be used for commercial  
684 activities and any character, except as authorized by the Board of Directors and in  
685 compliance with law.

686 I. No clothes dryers or washing machines will be installed or used  
687 within any of the units.

688 J. No structure of a temporary character, trailer, tent, shack, barn or  
689 other outbuilding shall be maintained upon any Common Elements or Limited Common  
690 Elements at any time. Outdoor clothes dryers, clothes lines or animal runs (or pens)  
691 shall not be maintained upon any Common Element or Limited Common Element at any time.

692 K. No outside television or radio aerial or antenna, or other aerial or  
693 antenna, for reception of transmission, shall be maintained upon any condominium unit  
694 or upon any Common Elements without the prior written consent of the Board of  
695 Directors.

696 L. There shall be no violation of any rules for the use of the Common  
697 Elements which may from time to time be adopted by the Board of Directors and  
698 promulgated among the membership by them in writing and the Board of Directors is  
699 hereby elsewhere in these By-Laws authorized to adopt such rules.

700

## ARTICLE XI

701

ARCHITECTURAL CONTROL

702 Section 1. Except for the original construction of the condominium units situated  
703 within the project and any improvements in any Common Elements accomplished  
704 concurrently with said construction, and except for purposes of proper maintenance and  
705 repair of as otherwise in these By-Laws provided, it shall be prohibited to install,  
706 erect, attach, apply, paste hinge, screw, nail, build, alter, remove or construction  
707 any lights, shades, screens, awnings, patio covers, decorations, aerials, antennas,  
708 radio or television broadcasting or receiving devices, slabs, sidewalks, curbs,  
709 gutters, patios, porches, driveways, fences, walls, or to make any change or otherwise  
710 alter (including any alteration in color) in any manner whatsoever to the exterior of  
711 any condominium unit or upon any of the Common Elements within the project.

712

## ARTICLE XII

713

INSURANCE

714 Section 1. Insurance. The Board of Directors shall obtain and maintain the following:

715 A. Casualty or physical damage insurance in an amount equal to the full  
716 replacement value of the condominium project (as determined annually by the Board of  
717 Directors with the assistance of the insurance company affording coverage), including  
718 the common areas such coverage to afford protection against at least the following :

719 (a) Loss or damage by fire and other hazards covered by the "agreed  
720 amount endorsement" and "condominium replacement cost  
721 endorsement" together with coverage for common expenses with  
722 respect to condominium units during any period of  
723 reconstruction;

724 (b) Such other risks as shall customarily be covered with respect  
725 to projects similar in construction, location, and use,  
726 including, but not limited to, vandalism, malicious mischief,  
727 plate glass and such other insurance as the Board of Directors  
728 may determine.

729 B. The Board of Directors shall obtain and maintain a master or blanket-  
730 type of insurance policy covering all of the common elements and limited common  
731 elements (except land, foundation, excavation and other items normally excluded from  
732 coverage) including fixtures, to the extent that they are part of the common elements  
733 of the Condominium, building service equipment and supplies, and other common personal  
734 property belonging to the owners association. The insurance shall also cover fixtures,  
735 equipment or other property contained within the units which may be financed by a  
736 mortgage to be purchased by F.N.M.A. or F.H.L.M.C. The insurance shall contain at  
737 least the following:

738 A. Casualty or physical damage insurance in an amount equal to the full  
739 replacement cost of the Condominium project (as determined annually by the Board of  
740 Directors with the assistance of the insurance company affording coverage), exclusive  
741 of land, foundation, excavation and other items normally excluded from coverage. The  
742 coverage shall afford protection against at least the following:

743 (a) Property insurance on the common and limited common elements  
744 and units, exclusive of improvements and betterments installed in units by unit owners,  
745 insuring against those risks of direct physical loss commonly insured against;

746 (b) Loss or damage by fire and other hazards covered by the "agreed  
747 amount endorsement" and "condominium replacement cost endorsement", together with  
748 coverage for common expenses with respect to condominium units during any period of  
749 reconstruction and other perils normally covered by the standard coverage endorsement;

750 (c) Such other risks as shall customarily be covered with respect  
751 to projects similar in construction, location and use, including, but not limited to,  
752 vandalism, malicious mischief, plate glass and such other perils normally covered by  
753 standard "all-risk" endorsement, where such is available.

754           B.     Public Liability insurance in such amounts and in such forms as may  
755 be considered appropriate by the Board of Directors, including, but not limited to,  
756 water damage, legal liability, hired automobile, non-owned automobile, off premises  
757 employee coverage and any and all other liability incident to the ownership and/or use  
758 of the condominium project or any portion thereof.

759           C.     Comprehensive General Liability Insurance. Coverage shall cover all  
760 of the common elements and limited common elements, commercial space owned and leased  
761 by the owners association and public ways of the Condominium project. Coverage limits  
762 shall be in the amounts generally required by private institutional mortgage investors  
763 for condominium projects, and shall be for at least \$1,000,000.00 for bodily injury,  
764 including deaths of and medical payments to, persons and property damage arising out of  
765 a single occurrence. Coverage under this Policy shall include, without limitation,  
766 legal liability of the insureds for property damage, bodily injuries and deaths of  
767 persons in connection with the operation, maintenance or use of the common elements,  
768 and legal liability arising out of lawsuits related to employment contracts of the  
769 owners association. Such policies must provide that they may not be canceled or  
770 substantially modified, by any party, without at least ten (10) days' prior written  
771 notice to the owners association and to each holder of a first mortgage on any unit in  
772 the Condominium which is listed as a scheduled holder of a first mortgage in the  
773 insurance policy.

774           D.     Workmen's Compensation insurance to the extent necessary to comply  
775 with applicable law..

776           E.     Such policies as required by law, including, but not limited to, all  
777 required workmen's compensation policies.

778           F.     Such other policies of insurance, including insurance for other risks  
779 of a similar or dissimilar nature, as are or shall hereafter be considered appropriate  
780 by the Board of Directors.

781           G.     Fidelity Bond covering the Treasurer, and all other individuals  
782 authorized to sign checks (Reference: Section 5, Article XIV, these By-Laws)..

783 H. Fidelity Bond covering the Treasurer, or officers, directors and  
784 employees of the Condominium, and all other persons handling or responsible for,  
785 handling or administering funds of the Condominium. If the Management Agent has  
786 responsibility for handling or administering funds of the Condominium, the Management  
787 Agent shall be required to maintain Fidelity Bond coverage for its officers, employees  
788 and agent handling or responsible for funds of, or administered on behalf of, the  
789 Condominium. Such Fidelity Bonds shall name the Condominium as the Obligee and shall  
790 not be less than the estimated maximum of funds, including reserve funds, in the  
791 custody of the Condominium or the Management Agent, as the case may be, at any given  
792 time during the term of each Bond. However, in no event may the aggregate amount of  
793 such Bonds be less than a sum equal to three (3) months' aggregate assessments for all  
794 units, plus the reserve funds.

795 I. The name of the Insured under such insurance policies shall be the  
796 "Brookside Park Condominium, Inc.", for the use and benefit of the individual owners.

797 J. Certificate of Insurance shall be issued to each unit owner and  
798 mortgagee upon request.

799 K. All policies of property insurance must contain or have attached the  
800 standard mortgagee clause commonly acceded by private institutions as mortgage  
801 investors in the area in which the mortgaged premises are located, and name as  
802 mortgagees either the FNMA and FHLMC, if such corporations are holders of first  
803 mortgages on units within the Condominium. The following endorsements are also  
804 required: (i) an Inflation Guard Endorsement (if reasonably available); (ii) a  
805 Construction Code Endorsement if the Condominium is subject to a construction code  
806 provision which would become operative and require changes to undamaged portions of any  
807 buildings, even when only part of a building is destroyed by an insured hazard or  
808 peril; (iii) a Steam Boiler and Machinery Coverage Endorsement if the Condominium has  
809 central heating or cooling, which should provide for the insurer's minimum liability  
810 per accident per location to be at least equal to the lesser of Two Million Dollars  
811 (\$2,000,000.00) or the insurable value of the structure(s) housing the boiler or  
812 machinery; and (iv) a Special Condominium Endorsement which provides that any Insurance  
813 Trust Agreement will be recognized, the right of subrogation against unit owners will  
814 be waived, the insurance will not be prejudiced by any acts or omissions of individual

815 unit owners that are not under the control of the Association, and that the policy will  
816 be primary, even if a unit owner has other insurance that covers the same loss.

817 L. The Association shall use generally acceptable insurance carriers.

818 Section 2. Limitations. Any insurance obtained pursuant to the requirements of  
819 this Article shall be subject to the following provisions:

820 A. All policies shall be written with a company or companies licenses to  
821 do business in the State of Maryland.

822 B. Exclusive authority to adjust losses under said policies shall be  
823 vested in the Board of Directors or its authorized representative.

824 C. In no event shall the insurance coverage obtained and maintained  
825 pursuant to the requirements of this Article be brought into contribution, with  
826 insurance purchased by the owners of the condominium units or their mortgagees, as  
827 herein permitted, and any "no other insurance" or similar clause in any policy obtained  
828 by the Corporation pursuant to the requirements of this Article shall exclude such  
829 policies from consideration.

830 D. All policies shall provide that such policies may not be canceled or  
831 substantially modified without at least thirty (30) days prior written notice to the  
832 insured.

833 E. All policies of casualty insurance shall provide that, not  
834 withstanding any provisions thereof which give the carrier the right to elect to  
835 restore damage in lieu of making a cash settlement, such option shall not be  
836 exercisable without the prior written approval of the Board of Directors or when in  
837 conflict with the provisions of these By-Laws.

838 F. All policies shall contain a waiver of subrogation by the insurer as  
839 to any and all claims against the Corporation, the Board of Directors, the owner of any  
840 condominium unit and/or their respective agents, employees or invitees, and of any  
841 defense based upon co-insurance or invalidity arising from the acts of the insured.

842 Section 3. Individual Policies. The owner of any condominium unit (including the  
843 holder of any mortgage thereon) may obtain additional insurance at his own expense.  
844 Such insurance shall be written by the same carrier as that purchased by the Board of  
845 Directors pursuant to this Article or shall provide that it shall be without  
846 contribution as against the same. Such insurance shall contain the same waiver of  
847 subrogation provision as that set forth in Section 2 (f) of this Article.

848 Section 4. Insurance Trustee. The policies may also be issued in the name of an  
849 authorized representative of the owners association, including any insurance trustee  
850 with whom the association has entered into an Insurance Trust Agreement, or any  
851 successor trustee, as insured, for the use and benefit of the individual owners. Loss  
852 payable shall be in favor of the owners association (or Insurance Trustee), as a  
853 trustee, for each unit owner and each unit owner's mortgagee. The owners association  
854 or insurance trustee, if any, must be required to hold any proceeds of insurance in  
855 trust for unit owners and their first mortgage holders, as their interests may appear.  
856 Each unit owner and each unit owner's mortgagee, if any, shall be beneficiaries of the  
857 policy in the percentage of common ownership or in an amount determined pursuant to a  
858 reasonable formula prescribed in the declaration or appropriate exhibit thereto.  
859 Certificates of insurance shall be issued to each unit owner and mortgagee upon  
860 request.

861 Notwithstanding any of the foregoing provisions and requirements relating to property  
862 or liability insurance, there may be named as an insured, on behalf of the owners  
863 association, the owner association's authorized representative, including any trustee  
864 with whom such owners association may enter into any Insurance Trust Agreement or any  
865 successor to such trustee (each of whom shall be referred to herein as the 'Insurance  
866 Trustee'), who shall have exclusive authority to negotiate losses under any policy  
867 providing such property or liability insurance and to perform such other functions as  
868 are necessary to accomplish this purpose.

869 Each unit owner appoints the owners association, or any Insurance Trustee or substitute  
870 Insurance Trustee designated by the owners association, as attorney-in-fact for the  
871 purpose of purchasing and maintaining such insurance, including: the collection and  
872 appropriate disposition of the proceeds thereof; the negotiation of losses and



873 execution of releases of liability; the execution of all documents; and the performance  
874 of all other acts necessary to accomplish such purpose.

875 ARTICLE XIII

876 CASUALTY DAMAGE - RECONSTRUCTION OR REPAIR

877 Section 1. Use of Insurance Proceeds. In the event of damage or destruction by fire  
878 or other casualty the same shall be promptly repaired or reconstructed in substantial  
879 conformity with the original plans and specifications with the proceeds of insurance  
880 available for that purpose, if any.

881 Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not  
882 sufficient to repair damage or destruction by fire or other casualty, or in the event  
883 such damage or destruction is caused by any casualty not herein required to be insured  
884 against, then the repair or reconstruction of the damaged Common Elements shall be  
885 accomplished promptly by the Corporation at its common expense and the repair or  
886 reconstruction of any condominium unit shall be accomplished promptly by the  
887 Corporation at the expense of the owner of the affected condominium unit. The ratable  
888 share of the expense of such repairs or reconstruction may be assessed and the lien for  
889 the same shall have all the priorities provided for in Article VIII of these By-Laws.

890 Section 3. Restoration Not Required. In the event more than two-thirds (2/3) of the  
891 entire project is substantially damaged or destroyed by fire or other casualty and  
892 members do not unanimously promptly resolve to proceed with repair or reconstruction,  
893 then and in that event the project shall be deemed to be owned in common by the owners  
894 of all of the condominium units in the same proportions as that previously established  
895 for ownership of appurtenant undivided interest in the Common Elements and the project  
896 shall be subject to an action for partition at the suit of the owner of any condominium  
897 unit or the holder of any lien thereon, in which event the net proceeds of the sale,  
898 together with the net proceeds of any insurance paid to the Corporation or its members  
899 in common, shall be considered as one fund and shall be divided among the owners of all  
900 condominium units in the same proportion as that previously established for ownership  
901 of appurtenant undivided interests in the Common Elements, after first paying out of

902 the share of the owner of any condominium unit, to the extent such share is sufficient  
903 for the purpose, all liens upon said condominium unit, in the order of their priority.

904 Section 4. Rights of Holders of First Mortgages - Insurable Hazard or Partial  
905 Condemnation.

906 A. Any restoration or repair of the Condominium after a partial  
907 condemnation or damage due to an insurable hazard shall be substantially in accordance  
908 with the Declaration and the original plans and specifications, unless the approval of  
909 the eligible holders of first mortgages on units to which at least 51% of the votes of  
910 units subject to mortgages held by such eligible holders are allocated, is obtained, in  
911 addition to any other limitations or requirements contained in these By-Laws.

912 B. Any election to terminate the Condominium regime after substantial  
913 destruction or a substantial taking in condemnation of the Condominium property must  
914 require the approval of the eligible holders of first mortgages on units to which at  
915 least 51% of the votes of units subject to mortgages held by such eligible holders are  
916 allocated, in addition to any other limitations or requirements contained in these By-  
917 Laws.

918 C. Unless the formula for reallocation of interests in the common  
919 elements after a partial condemnation or partial destruction of the Condominium project  
920 is fixed in advance by the Declaration or by applicable law, no reallocation of  
921 interests in the common elements resulting from a partial condemnation or partial  
922 destruction of the Condominium project may be effected without the approval of the  
923 eligible holders of first mortgages on units to which at least 51% of the votes of  
924 units subject to mortgages held by such eligible holders are allocated.

925

#### ARTICLE XIV

926

#### FISCAL MANAGEMENT

927 Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first  
928 day of January every year. The commencement date of the fiscal year herein established

929 shall be subject to change by the Board of Directors should corporate practice  
930 subsequently dictate.

931 Section 2. Books and Accounts. Books and Accounts of the Corporation shall be kept  
932 under the direction of the Treasurer in accordance with good accounting practices. The  
933 same shall include books with detailed accounts, in chronological order, of receipts  
934 and of the expenditures affecting the project and its administration and shall specify  
935 the maintenance and repair expenses of the Common Elements and services and other  
936 expenses incurred. That amount of any assessment required for payment on any capital  
937 expenditures of the Corporation shall be credited upon the books of the Corporation to  
938 the "Paid-in-Surplus" account as a capital contribution by the members.

939 Section 3. Auditing. At the close of each fiscal year, the books and records of the  
940 Corporation shall be audited by an independent Certified Public Accountant whose report  
941 shall be prepared and certified in accordance with generally accepted auditing  
942 standards. Based upon such report, the Corporation shall furnish its members with an  
943 annual financial statement including the income and disbursements of the Corporation.

944 Section 4. Inspection of Books. a The books and accounts of the Corporation, and  
945 vouchers accrediting the entries made thereupon, shall be available for examination by  
946 the members of the Corporation, and/or their duly authorized agents or attorneys,  
947 during normal business hours and for purposes reasonably related to their interests as  
948 members.

949 A. The unit owners, lenders, holders and insurers, and/or their agents,  
950 of first mortgages of any unit, upon request, are entitled to current copies of the  
951 Condominium's Declaration, By-Laws and rules and regulations established by the  
952 Condominium, and may also inspect the books, records and financial statements of the  
953 Condominium. Prospective purchasers of any unit shall be entitled to receive a copy of  
954 the Declaration, By-Laws and the rules and regulations governing the Condominium and  
955 the most recent annual audit and financial statement, if such has been prepared and is  
956 available. The term 'available' shall mean to be available for inspection, upon  
957 request, during normal business hours, and for other reasonable circumstances. The  
958 Condominium may charge a reasonable fee commensurate with the time and expense for its  
959 staff to make available for inspection and copy the aforesaid records.

960 B. Agencies or corporations that have an interest or a prospective  
961 interest in the Condominium, shall be entitled to receive, upon reasonable request, a  
962 copy of an audit and/or financial statement of the Condominium for the immediately  
963 preceding fiscal year.

964 Section 5. Execution of Corporate Documents. With the prior authorization of the  
965 Board of Directors, all notes and contracts shall be executed on behalf of the  
966 Corporation by the President, and all checks shall be executed on behalf of the  
967 Corporation by such officers, agents or other persons as are from time to time so  
968 authorized by the Board of Directors. The Board of Directors shall designate three (3)  
969 individuals, one of whom will be the Treasurer, one of whom shall be a member of the  
970 Board of Directors, and one individual who may or may not be a member of the Board,  
971 authorized to sign checks on behalf of the Corporation. All checks issued on Corporate  
972 Accounts (with the exception of the Payroll Account) shall require the signature of two  
973 out of the three individuals authorized to sign checks. The Payroll Account shall  
974 require the signature of any one of the authorized individuals. All Corporate Officers  
975 or other individuals authorized to sign checks shall be bonded as required of the  
976 Treasurer in Article VI, Section 7, these By-Laws.

977 ARTICLE XV

978 AMENDMENT

979 Section 1. These By-Laws may be amended by the affirmative vote of members  
980 representing sixty-seven percent (67%) of the total value of the project at any meeting  
981 of the members duly called for such purpose, effective only upon the recordation among  
982 the Land Records of Prince George's County, Maryland, of an amendment to the Master  
983 Deed setting forth such amendment to these By-Laws. Members against who a lien has  
984 been filed among the Land Records of Prince George's County in accordance with Real  
985 Property, Section 11-110, Annotate Code of Maryland, wherein the amount necessary to  
986 release the lien has not been paid at the time of the vote will be ineligible to vote  
987 on amendments to these By-Laws. Amendments may be proposed by the Board of Directors  
988 or by petition signed by members representing at least twenty percent (20%) of the

989 total value of the project. A description of any proposed amendment shall accompany  
 990 the notice of any regular or special meeting at which such proposed amendment is to be  
 991 voted upon.

992 Section 2. The approval of eligible holders of first mortgages on units to which at  
 993 least 51 percent of the votes of units subject to a mortgage appertain, shall be  
 994 required to materially amend any provisions of the Declaration, By-Laws or equivalent  
 995 documents of the Condominium, or to add any material provisions thereto, which  
 996 establish, provide for, govern or regulate any of the following:

- 997           A.    Voting;
- 998           B.    Assessments, assessment liens or subordination of such liens;
- 999           C.    Reserves for maintenance, repair and replacement of the common  
 1000 elements;
- 1001           D.    Insurance or Fidelity Bonds;
- 1002           E.    Rights to use of the common elements;
- 1003           F.    Responsibility for maintenance and repair of the several portions of  
 1004 the Condominium;
- 1005           G.    Expansion or contraction of the Condominium regime or the addition,  
 1006 annexation or withdrawal of property to or from the regime;
- 1007           H.    Boundaries of any unit;
- 1008           I.    The interests in the general or limited common elements;
- 1009           J.    Convertibility of units into common elements or of common elements  
 1010 into units;
- 1011           K.    Leasing of units;

1012 L. Imposition of any right of first refusal or similar restriction on  
1013 the right of a unit owner to sell, transfer, or otherwise convey his or her unit in the  
1014 Condominium;

1015 M. Establishment of self-management by the Condominium association where  
1016 professional management has otherwise been required.

1017 N. Any provisions included in the Declaration, By-Laws or equivalent  
1018 documents of the Condominium which are for the express benefit of holders or insurers  
1019 of first mortgages on units in the Condominium.

1020 Section 3. First Mortgagees to be eligible holders under Section 2 of this Article  
1021 must provide the Corporation with the name and address of such holder, insurer or  
1022 guarantor, and the unit number of the Condominium. The information must be timely  
1023 received at the Management Office of the Condominium prior to any notice being mailed  
1024 or delivered to the unit owners, giving notice of proposed amendments to the  
1025 Condominium's By-Laws.

1026

ARTICLE XVI

1027

Rights of Holders of First Mortgages - Generally

1028 Section 1.- Notice of Action A holder, insurer or guarantor of a first mortgage, upon  
1029 written request to the Owners Association, (such request to state the name and address  
1030 of such holder, insurer or guarantor, and the unit number of the Condominium) will be  
1031 entitled to timely written notice of:

1032 A. Any proposed amendment of the Condominium instruments effecting a change in  
1033 (i) the boundaries of any unit or the exclusive easement rights appertaining thereto;  
1034 (ii) the interests in the general or limited common elements appertaining to any unit  
1035 or the liability for common expenses appertaining thereto; (iii) the number of votes in

1036 the owners association appertaining to any unit; or (iv) the purposes to which any unit  
1037 or the common elements are restricted.

1038 B. Any proposed termination of the Condominium regime.

1039 C. Any condemnation loss or any casualty loss which affects a material portion  
1040 of the Condominium or which affects any unit on which there is a first mortgage held,  
1041 insured or guaranteed by such eligible holder.

1042 D. Any delinquency in the payment of assessments or charges owed by an owner  
1043 of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where  
1044 such delinquency has continued for a period of 60 days.

1045 E. Any lapse, cancellation or material modification of any insurance policy  
1046 maintained by the owners association.

1047 **ARTICLE XVII**

1048 **TERMINATION OF CONDOMINIUM**

1049 Except that which may otherwise be provided for in the Maryland Horizontal Property  
1050 Act, the consent of owners of units to which at least 67 percent of the votes in the  
1051 owners association are allocated and the approval of the eligible holders of first  
1052 mortgages on units to which at least 67 percent of the votes of units subject to a  
1053 mortgage appertain, shall be required to terminate the Condominium regime.

1054 **ARTICLE XVIII**

1055 **CONDEMNATION IN TOTAL OR PARTIAL LOSS OR DESTRUCTION**

1056 Each unit owner appoints the owners association as attorney-in-fact to negotiate and/or  
1057 pursue any claims or obtain any settlement with any public agency or other entity in  
1058 respect to any condemnation, be it total or partial, proceedings that in any way

1059 involve the Condominium. The owners association may appoint a trustee to act on behalf  
1060 of all unit owners in carrying out these functions in lieu of the owners association.

1061 In the event of a taking or acquisition of part or all of the common elements by a  
1062 condemning authority, the award or proceeds of settlement shall be payable to the  
1063 owners association, or any Trustee, to be held in trust for unit owners and their first  
1064 mortgage holders as their interests may appear.

1065 A reasonable method for dealing with any total or partial loss or destruction of the  
1066 Condominium property, and with any total or partial condemnation of such property, must  
1067 be provided in the Declaration or other appropriate constituent document of the  
1068 Condominium or by applicable law.

1069 ARTICLE XIV

1070 COMPLIANCE - INTERPRETATION - MISCELLANEOUS

1071 Section 1. Compliance. These By-Laws are set forth in compliance with the  
1072 requirements of Real Property, Title 11, Section 104, Annotated Code of Maryland.

1073 Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of  
1074 the Master Deed and to the provisions of Real Property, Title 11, Section 104 "Rules of  
1075 Construction", Annotated Code of Maryland. All of the terms hereof, except where  
1076 clearly repugnant to the context, shall have the same meaning as in the Master Deed or  
1077 the aforesaid statute.

1078 Section 3. Resident Agent. The Corporate Attorney, duly appointed by the Board of  
1079 Directors, shall be designated as the person authorized to accept service in any action  
1080 relating to two or more condominium units or to the common elements as authorized under  
1081 Real Property, Title 11-119, Annotated Code of Maryland.

1082 Section 4. Severability. In the event any provision or provisions of these By-Laws  
1083 shall be determined to be invalid, void or unenforceable, such determination shall not



1084 render invalid, void or unenforceable any other provisions hereof which can be given  
1085 effect.

1086 Section 5. Waiver. No restriction, condition, obligation or provision of these By-  
1087 Laws shall be deemed to have been abrogated or waived by reason of any failure or  
1088 failures to enforce the same.

1089 Section 6. Captions. The captions contained in these By-Laws are for convenience only  
1090 and are not a part of these By-Laws and are not intended in any way to limit or enlarge  
1091 the terms and provisions of these By-Laws.

1092 Section 7. Gender, etc. Whenever in these By-Laws the context so required, the  
1093 singular number shall include the plural and the converse; and the use of any gender  
1094 shall be deemed to include all genders.

1095 Section 8. Rights of Action.

1096 The owners association and any aggrieved unit owner shall be granted a  
1097 right of action against unit owners for failure to comply with the provisions of the  
1098 Declaration, By-Laws or equivalent documents, or with decisions of the owners  
1099 association which are made pursuant to authority granted the owners association in such  
1100 documents. Unit owners shall have similar rights of action against the owners  
1101 association.

#### CERTIFICATION

The undersigned President and Secretary of the aforesaid condominium certify that  
on September 26, 1995, at a meeting of the unit owners, these Second Amended and  
Re-Stated By-Laws were approved by unit owners having the required percentage of the  
votes to amend the By-Laws.

IN WITNESS WHEREOF, the said Brookside Park Condominium, Inc., a Maryland  
Corporation, by VIRGINIA L. HARICH, President, and CLEO GIANNOPOULOS, Secretary have on  
this 1<sup>st</sup> day of December, 1995, caused this writing to be executed and  
delivered in its name and on its behalf.

ATTEST:

BROOKSIDE PARK CONDOMINIUM, INC.  
formerly known as Wilson Bridge Condominium,  
Inc. and Brookside Park Council of  
Condominium Co-Owners, Inc.

Cleo Giannopoulos  
CLEO GIANNOPOULOS, SECRETARY

BY: Virginia L. Harich  
VIRGINIA L. HARICH, PRESIDENT

STATE OF MARYLAND )  
COUNTY OF Prince Georges )

ss:

On this 1<sup>st</sup> day of December, 1995 before me the undersigned officer,  
personally appeared CLEO GIANNOPOULOS, known to me (or satisfactorily proven) to be the  
person whose name is subscribed to within the instrument and acknowledged that he  
executed the same for the purposes therein contained.

Stuart S. Rogal  
Notary Public

My commission expires: 1/22/95

STUART S. ROGAL  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires January 22, 1996

STATE OF MARYLAND )  
COUNTY OF Prince Georges )

ss:

On this 1<sup>st</sup> day of December, 1995 before me the undersigned officer,  
personally appeared VIRGINIA L. HARICH, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to within the instrument and acknowledged that he  
executed the same for the purposes therein contained.

Stuart S. Rogal  
Notary Public

My commission expires: 1/22/95

STUART S. ROGAL  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires January 22, 1996