

BYLAWS

Georgetown Village
Condominium 

BYLAWS
OF
COUNCIL OF UNIT OWNERS
OF
GEORGETOWN VILLAGE CONDOMINIUM

ARTICLE I
PLAN OF CONDOMINIUM OWNERSHIP

Section 1. The Condominium. The property described on Exhibit "A" to the Declaration has been established as a Condominium pursuant to the Act. These Bylaws are attached to and made part of the Declaration as Exhibit "B" and are intended by the Declarant to set forth, inter alia, a plan by which the affairs of the Condominium shall be administered and governed by the Council of Unit Owners and its Board of Directors pursuant to the Act.

Section 2. Definitions. In these Bylaws, all words shall have the same meanings as designated in the Declaration unless otherwise apparent from the context, provided that the Council of Unit Owners shall be sometimes designated in these Bylaws as the "Association".

Section 3. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Association and to the Condominium. All present and future Unit owners, lessees and occupants of Units, and any other persons who may use the Condominium or the facilities of the Condominium in any manner, are subject to these Bylaws, the Declaration and the rules and regulations (hereinafter called the "Rules") from time to time promulgated by the board of directors (hereinafter called the "Board of Directors" and each member thereof a "member" or a "Director") of the Association. The acceptance of a deed of conveyance to a Unit shall constitute an agreement that these Bylaws, the Rules and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE II
COUNCIL OF UNIT OWNERS

Section 1. Purpose and Status of Association. The purpose of the Association shall be to operate and maintain the Condominium for the benefit of the Unit owners and to exercise the powers conferred upon it by the Act and these Bylaws. The Association shall be an unincorporated entity.

Section 2. Name and Mailing Address. The Association hereby organized and formed for the purposes set forth above shall be known as "Council of Unit Owners of Georgetown Village Condominium". Unless changed from time to time by the Board of Directors, the office and mailing address of the Association and the Board of Directors shall be the same as the address of the Resident Agent designated with the State Department of Assessments and Taxation.

Section 3. Powers of the Association. The Association shall have all of those powers enumerated in Section 11-109(d) of the Act, as the same may be amended from time to time. All powers residing in the Association, except for such as in the Act are expressly reserved to the Association, shall be delegated to and exercised by the Board of Directors of the Association and/or the managing agent employed by the Board of Directors on behalf of the Association.

Section 4. Members. The Association shall have as its members every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which owns a Unit (herein called "Unit owner"); provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest.

Section 5. Annual Meetings. Within sixty (60) days from the date that deeds to Units representing fifty percent (50%) of the Percentage Interests and Votes have been delivered by the Declarant and title closed thereon, the Declarant shall notify the Unit owners and a meeting of the Association shall be held for the purpose of electing members to the Board of Directors. Notice of such meeting shall be given in accordance with the provisions of Section 8 of this Article II. Subsequent annual meetings of the Association should be held on the same date of each year as the first annual meeting, unless such date shall occur on a Saturday or Sunday or holiday, in which event the meeting shall be held on the next succeeding Monday which is not a holiday.

Section 6. Special Meetings. It shall be the duty of the President of the Association to call a special meeting (a) if so directed by resolution of the Board of Directors, or (b) upon a petition signed and presented to the Secretary of the Association by Unit owners having not less than twenty-five percent (25%) of the Percentage Interests and Votes; provided, however, that except on resolution of the Board of Directors, no special meetings shall be called prior to the first annual meeting of the Association as hereinabove provided for. No business shall be transacted at a special meeting except such as shall have been stated in the notice thereof.

Section 7. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit owners as may be designated in the notice of meeting by the Secretary.

Section 8. Notice of Meetings. It shall be the duty of the Secretary to provide notice of each annual or special meeting of the Association at least ten (10) days, but not more than ninety (90) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit owner of record, at his address shown on the roster (hereinafter called the "Roster") required to be kept pursuant to Section 11-109(c) of the Act. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these Bylaws, the notice of meeting shall be mailed at least thirty (30) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice as of the date of such mailing. In addition to the mailing of notice of each annual and special meeting, notice may be personally delivered to each Unit owner at his address as shown on the Roster. Service of notice shall be proven by affidavit of the person serving such notice. Attendance by a Unit owner at a meeting in person or by

proxy shall constitute waiver of notice of the time, place and purposes of such meeting. All meetings of the Association, Board of Directors or any committee created by the Board of Directors shall be held at places and times convenient to the Unit owners.

Section 9. Adjournment of Meeting. If any meeting of the Association cannot be held because a quorum of members has not attended, a majority of the Unit owners holding a majority of votes who are present at such meeting, either in person or by proxy, may adjourn the meeting and call for an additional meeting provided at least fifteen (15) days' notice of the time, place and purpose of the additional meeting is given to all Unit owners.

Section 10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees.
- (g) Appointment of inspector of election (when so required).
- (h) Nomination of Directors from the floor (when so required).
- (i) Election of members of the Board of Directors (when so required).
- (j) Unfinished business.
- (k) New business.

In the case of a special meeting, items (a) through (d) shall be applicable, and thereafter the agenda shall consist of the items specified in the notice of meeting.

Section 11. Voting. Each Unit owner, or, subject to the proxy limitations set forth below, some person designated by such Unit owner to act as proxy on his behalf (and who need not be a Unit owner), shall be entitled to cast the vote appurtenant to his Unit at all meetings of the Association. The designation of any such proxy shall be made in writing and filed with the Secretary, in a form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Each proxy shall be revocable at any time by written notice to the Secretary by the Unit owner who so designated the proxy, and shall automatically expire one hundred eighty (180) days following its issuance unless granted to a mortgagee or lessee. Proxies may be utilized to establish a quorum pursuant to Section 15 of this Article II and may be utilized to vote on any other matter at the meeting of the Association, provided, however, that an undesignated proxy may not be

utilized to vote for nominees to the Board of Directors or officers to the Association. In the case of a Unit which is owned by more than one person or entity, any or all of such owners may be present at any meeting of the Association and (those constituting the group acting unanimously) may vote or take any other action as a Unit owner, either in person or by proxy. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Where title to a Unit is in more than one person or entity, such multiple owners shall be entitled to cast, in the aggregate and as a solid block, the vote allocated to the Unit. If such multiple owners shall be unable to agree upon their vote upon any subject at any meeting, they shall either designate a third party to cast their vote or shall lose their right to vote on such subject, but if all of them shall not be present at a meeting, either in person or by proxy, the collective vote of the one or more present shall be the vote of all of the owners of the Unit. Whenever the vote of the Unit owners at a meeting is required or permitted to be taken by any provisions of the Act, the Declaration or by these Bylaws, the meeting and vote of Unit owners may be dispensed with if all of the Unit owners who would have been entitled to vote thereat upon the action, if such meeting were held, consent in writing to such action being taken.

A Unit owner shall not be entitled to vote at any meeting of the Association if the Association has recorded a statement of condominium lien with respect to his Unit in accordance with Section 11-110 of the Act, and the amount necessary to release such lien has not been paid as of the date of the meeting.

No Unit owner shall be entitled to vote at a meeting of the Association unless and until he (1) shall have furnished the Association with his name and current mailing address and the name and current mailing address of his mortgagee(s), if any, for listing on the Roster in accordance with Section 11-109(c) of the Act, (2) has provided a copy of any lease agreement entered into with respect to his Unit in accordance with Article V, Section 14(g), of these Bylaws, and (3) is current in the payment of the monthly installment of his assessments in accordance with Article V, Section 6, of these Bylaws.

Section 12. Absentee Ballots. Absentee ballots may be utilized for purposes of (1) establishing a quorum pursuant to Section 15 of this Article II, (2) voting for officer or Board of Director nominees listed on the absentee ballot or written in by the absentee Unit owner, or (3) voting for any other matter as set forth on the absentee ballot. Any unsigned absentee ballot, to be valid, shall be received in a signed, sealed envelope bearing the identification of the dwelling unit and proportional voting percent, if any, on the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 13. Open Meetings. All meetings of the Association shall be open to all owners or occupants (and other interested parties in the discretion of the Board of Directors or as required by law) of units in the Association. Meetings of the Board of Directors shall be held in accordance with Article III of these Bylaws.

Section 14. Majority of Unit Owners. As used in these Bylaws, the term "majority of Unit owners" shall mean those Unit owners having more than fifty percent (50%) of the total authorized votes of all Unit owners present, in person or by proxy, and voting at any meeting of the Association.

Section 15. Quorum. Except as otherwise provided in these Bylaws or in the Act, the presence in person or by proxy of Unit owners having more than twenty-five percent (25%) of the total authorized votes of all Unit owners constitutes a quorum at all meetings of the Association.

Section 16. Majority Vote. The vote of a majority of the total authorized votes of Unit owners present at a meeting which has been duly called shall be binding upon all Unit owners for all purposes except where in the Declaration, under the Act or pursuant to these Bylaws a higher percentage vote is required.

Section 17. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each Unit owner shall be entitled to receive out of the assets of the Association available for distribution to the members thereof an amount equal to his Percentage Interest in the Common Profits and Common Expenses of the Association.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors acting on behalf of the Association. Until the first annual meeting of the Association as provided for in Article II, Section 5, of these Bylaws, and thereafter until their successors shall have been elected by the Unit owners, the Board of Directors shall consist of three (3) members to be designated by the Declarant. Thereafter, the Board of Directors shall be composed of three (3) members, all of whom shall be elected by the Unit owners. Members of the Board of Directors need not be Unit owners.

Section 2. Powers and Duties. The Board of Directors shall have and shall exercise the powers and duties of the Association as set forth in Article II, Section 3 hereof, and may do all such acts and things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit owners. Without limiting the generality of the foregoing, the Board of Directors' powers shall include the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Association.
- (c) Collection of the common charges and expenses from the Unit owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing of Units at foreclosure or other judicial sale in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of the Association.

(g) Obtaining of insurance for the Condominium.

(h) Making of repairs, additions, replacements and improvements to or alterations of the Common Elements in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enacting uniform Rules from time to time which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit owners; provided, however, that such Rules are adopted in accordance with the Act and Article V, Section 15, of these Bylaws or the Declaration; and provided further that no such Rules shall be so construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Unit and/or the Common Elements if such Rules are promulgated after the recordation of said mortgage or deed of trust.

(j) Enforcing obligations of Unit owners, allocating common profits and common expenses, if any, and doing anything and everything else necessary and proper for the sound management of the Condominium. In this connection, the Board of Directors shall have the power to enforce the provisions of the Act, the Declaration, Bylaws and Rules and, subject to the provisions of the Act, to levy reasonable fines against Unit owners for violations of the same after notice and an opportunity to be heard is given pursuant to the Act. Collection of fines may be enforced against the Unit owner or Unit owners involved as if the fines are a common charge owed by the particular Unit owner or Unit owners. Where a Unit owner persists in violating the Rules, the Board of Directors may require him to post a bond, satisfactory to it, to secure future compliance with the Rules.

(k) Controlling the use of all Common Elements, including, but not limited to, designating parking spaces thereon for use by Unit owners and/or their guests.

(l) Establishing reasonable reserve funds for emergencies and unforeseen contingencies and for the repair and replacement of Common Elements.

(m) Establishing submetering of utilities and providing for the allocation of payment by Unit owners for such utilities after such submetering.

(n) Generally, to exercise the powers of the Association set forth in the Act, the Declaration and Bylaws and to do every other act not inconsistent with the law, which may be appropriate to promote and attain the purposes set forth in the Act, Declaration and Bylaws.

Section 3. Managing Agent. The Board of Directors shall employ for the Association a professional managing agent at a compensation established by the Board of Directors. The Board of Directors shall not undertake "self-management" or otherwise fail to employ a professional managing agent without the prior written approval of owners of Units to which at least sixty-seven percent (67%) of the votes in the

Association are allocated and the approval of eligible mortgage holders representing fifty-one percent (51%) of the votes in the Association. All management agreements entered into on behalf of the Association shall (a) be for a term not in excess of one (1) year, (b) provide that either party may terminate the agreement, without cause, upon ninety (90) days' written notice, without a termination fee [except that management agreements entered into while the Developer is in control of the Association shall be terminable without cause on thirty (30) days' written notice], (c) provide that the Board of Directors may, for cause, terminate such agreement upon thirty (30) days' written notice (without a termination fee) and (d) provide for renewal upon agreement by the parties for successive one (1)-year periods.

Section 4: Election and Term of Office. The Directors of the Association who shall be designated by the Declarant in accordance with Article III, Section 1, above shall hold office at the pleasure of the Declarant until the first annual meeting of the Association as provided for in Article II, Section 5, of these Bylaws.

At the first annual meeting of the Association, three (3) members of the Board of Directors shall be elected by the Unit owners from among the candidates previously nominated. A Unit owner may nominate himself or any other Unit owner to the Board of Directors. Only nominations made at least fifteen (15) days before notice of an election shall be listed on the election ballot. Nominations may also be made from the floor at the meeting at which the election to the Board of Directors is held. Commencing with the first annual meeting of the Association, the term of office of the Director receiving the greatest number of votes shall be fixed for two (2) years. The terms of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. Each Director shall hold office until the next meeting of the Board of Directors following the election of his successor. However, a member of the Board of Directors shall be deemed to have resigned whenever such member, his spouse, or firm, corporation or other entity he is associated with, sells the Unit which qualified such individual to become a member of the Board of Directors. All election materials prepared with Association funds shall list candidates in alphabetical order and shall not suggest a preference among candidates. Members of the Board of Directors shall be elected by secret ballot.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of the Association after the first annual meeting of the Association, any one or more of the members of the Board of Directors elected by the Unit owners may be removed, with or without cause, by a majority of the Unit owners. Any member of the Board of Directors whose removal has been proposed by the Unit owners shall be given an opportunity to be heard at the meeting. The term of office of any Director who becomes more than forty-five (45) days delinquent in the payment of common charges against the Unit of which he is the owner shall automatically terminate on the forty-sixth (46th) day, and his successor shall thereupon be appointed by the Board of Directors from among the Unit owners to fill out the unexpired portion of his term. The Declarant may remove a Board member of the Board of Directors designated by him, at any time, with or without cause, by written notification to the Board of Directors specifying the date of such removal and the name of the individual designated to succeed the member so removed.

Section 6. Vacancies. Vacancies on the Board of Directors shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the predecessor member, and until a successor shall be elected at the next annual meeting of the Association.

Section 7. Organization Meeting. The first regular meeting of the Board of Directors following an annual meeting of the Unit owners shall be held as soon as reasonably practicable thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Directors, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided that a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular and Special Meetings.

(a) All regular meetings of the Board of Directors or any committee created by the Board of Directors shall be held only upon regularly scheduled and established dates or periods at such time and place as shall have been made known to all members in accordance with the procedures set forth below. All regular or special meetings shall be open to all owners or occupants of units in the Condominium, as well as their mortgagees, except that such meetings may be held in closed session for the following purposes:

- (i) Discussion of matters pertaining to employees and personnel;
- (ii) Protection of the privacy or reputation of individuals in matters not related to Association business;
- (iii) Consultation with legal counsel;
- (iv) Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;
- (vi) Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;
- (vii) On an individually recorded affirmative vote of two-thirds (2/3) of the members present, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings;

(b) If a meeting is held in closed session pursuant to the procedures established above,

- (i) No action may be taken and no matter may be discussed other than those permitted above; and

(ii) A statement of the time, place and purpose of any closed meeting, the record of the vote of each member by which any meeting was closed, and the authority under this Section for closing any meeting shall be included in the minutes of the next meeting of the Board of Directors.

(c) The Secretary shall maintain a current roster of names and addresses of each Unit owner to which notices of regular meetings of the Board of Directors shall be sent at least annually. If practical, notice of special meetings of the Board of Directors shall be given to each Unit owner, by posting or otherwise, except upon the declaration of an emergency by the person calling the meeting, in which event such notice may be waived.

Section 9. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Fidelity Bonds. Blanket fidelity bonds shall be required to be maintained by the Board of Directors for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for these services. Where the Board of Directors has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other bonds should name the Association as an obligee and should have their premiums paid as a common expense by the Association. The total amount of fidelity coverage required shall be sufficient to cover the maximum funds that will be in the custody of the Association or management agent at any time, but must at least equal the sum of three (3) months' assessments on all Units within the Condominium. The bonds shall provide that they cannot be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association and to all first mortgagees.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation for acting as such, but a Director may be reimbursed for actual out-of-pocket expenses incurred by him in the proper performance of his duties.

Section 13. Liability of the Board of Directors: Indemnification.

(a) The members of the Board of Directors shall not be liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith.

(b) The Association shall indemnify every Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been a Director of the Association, whether or not such person is a Director at the time such expenses are incurred. The Board of Directors shall obtain adequate directors and officers insurance. The Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except in their capacity as Unit owners) and the Association shall indemnify and forever hold each such Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director of the Association or former Director of the Association may be entitled.

(c) The provisions of "(a)" and "(b)" above shall also apply to each and every officer of the Association.

Section 14. Executive Committee. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of two (2) members of the Board of Directors. The Executive Committee shall have and may exercise all of the powers of the Board of Directors in the management of the business and affairs of the Association during the intervals between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common charges and expenses required for the affairs of the Association, or (b) to adopt or amend the Rules covering the details of the operation and use of the Condominium.

Section 15. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and consistent with the purposes set forth in the Declaration. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm, entity or association in which one or more of the Directors are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if such action complies with the provisions of Section 2-419 of the Corporations and Associations Article of the Annotated Code of Maryland (1981 Cum. Supp.) or its successor statute.

Section 16. Board as Attorney-in-Fact. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for the owners of all of the Units, and for each of them, to manage, control and deal with the interests of such owners in the Common Elements of the Condominium so as to permit the Board of Directors to fulfill

all of its powers, functions and duties under the provisions of the Act, the Declaration and these Bylaws, and to exercise all of its rights thereunder and to deal with the Condominium upon its destruction and/or the proceeds of any insurance indemnity as hereinafter provided and to grant easements in accordance with Article XI hereof. The foregoing shall be deemed to be a power of attorney coupled with an interest, and the acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Board of Directors as attorney-in-fact as aforesaid.

Section 17. Committees. The Board of Directors may appoint an Architectural Control Committee and, if necessary, an Executive Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President (who shall also act as chairman of the Board of Directors of the Association), the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary or desirable. The President and Vice President, but no other officers, must be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the 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 may be 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 and operating officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized and existing under the laws of the State of Maryland.

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 of Directors shall appoint some other member of the Board of Directors to act in the place of the President 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 or by the President, including, without limitation, the counting of votes at meetings of the Association.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association (including copies of all resolutions adopted thereat), and of the Board of Directors; shall count the votes at meetings of the Council of Unit Owners; shall have

charge of such books and papers as the Board of Directors may direct; shall maintain the roster of Unit owners and shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized and existing under the laws of the State of Maryland.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized and existing under the laws of the State of Maryland.

The Treasurer shall give a bond, the premium therefor to be considered a common expense, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V
OPERATION OF THE CONDOMINIUM

Section 1. Determination of Common Expenses and Fixing of Common Charges.

(a) Unless otherwise expressly provided herein, common expenses of the Association, in general, shall include maintenance, operation, repair, or replacement of the Common Elements. They include, but are not limited to:

- (i) Management fees;
- (ii) Insurance premiums;
- (iii) Charges for landscaping, snow removal and maintenance of the walks, driveways, parking areas and retaining walls;
- (iv) Audit, attorneys' fees, and like administrative costs;
- (v) Reserves for replacements or other expenses of a non-recurring nature;
- (vi) Service contracts and employees' salaries;
- (vii) Payment of utility bills and like expenses (except to the extent that such bills or expenses are individually metered for any Unit, in which event

such bills or expenses shall be the responsibility of the Unit owner receiving the benefit of such individually metered service); and

(viii) Such other expenses as shall be necessary or desirable in the judgment of the Board of Directors for the administration and operation of the Condominium, or which may be declared to be common expenses by the Act, the Declaration, these Bylaws or by resolution of the Unit owners.

(b) The proportionate interest of any Unit owner in any reserve fund shall be considered an appurtenance to his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it is appurtenant, and shall be deemed to be transferred with such Unit.

Section 2. Preparation and Approval of Budget. Each year at least thirty (30) days before the adoption of a budget for the Condominium, the Board of Directors shall cause to be prepared and submitted to the Unit owners a proposed annual budget for the next fiscal year of the Association. The proposed annual budget shall contain, at a minimum, an estimate of the total amount of income the Association expects to receive, as well as an estimate of expenses for administration, maintenance, utilities, general expenses, reserves and capital items that are expected for the next fiscal year. The budget shall be adopted at an open meeting of the Board of Directors. The Board of Directors shall thereafter send to each Unit owner a copy of the approved budget which sets forth the amount of the common expenses payable by each Unit owner, on or before thirty (30) days preceding the beginning of the fiscal year to which the budget applies or as soon thereafter as is possible. The said budget shall constitute the basis for determining each Unit owner's contribution for the common expenses of the Condominium. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit owner's obligation to pay his allocable share of the common expenses, as herein provided, whenever the same shall be determined, and in the absence of any annual budget, each Unit owner shall continue to pay his allocable share of the common expenses at the then existing rate established for the previous fiscal period until the new payment is established.

Section 3. Reserves. As part of the annual budget the Board of Directors shall build up and maintain an adequate reserve for working capital and contingencies, and an adequate reserve for replacement of the Common Elements required to be replaced by the Association. All funds accumulated for reserves shall be kept in a separate bank account, segregated from the general operating funds, and, if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Association. If the reserves are inadequate for any reason, including non-payment of any Unit owner's assessment, the Board of Directors may, subject to the limitations of Section 4 below, levy a further assessment, which shall be assessed against the Unit owners according to their proportionate share, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall

serve notice of any such further assessment on all Unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next regular payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment.

Section 4. Amendment to Budget. Any expenditure which is deemed necessary by the Board of Directors (other than those required because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Unit owners or a significant risk of damage to the Condominium) that, if made, would result in an increase in the amount of assessments for the current fiscal year of the Condominium in excess of fifteen percent (15%) of the budgeted amount previously adopted shall be approved by an amendment to the Budget adopted at a special meeting of the Board of Directors, upon not less than ten (10) days' written notice to the Unit owners.

Section 5. Initial Assessment. When the first Board of Directors takes office, it shall determine the budget for the period commencing upon the conveyance of legal title to the first Unit by the Declarant and ending on the last day of the fiscal year established by the Board of Directors in which such conveyance occurs. The Board of Directors shall establish an initial working capital fund equal to two (2) months' regular assessments through a special assessment of each Unit owner upon purchase of his Unit from the Declarant. The Declarant will deliver the funds so collected to the Board of Directors, who shall maintain the funds in a segregated account for the use and benefit of the Association to provide the necessary working capital for the Council of Unit Owners. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, or for such other purposes related to the operation of the Association as the Board of Directors may determine.

Section 6. Payment of Common Charges; Lien. Each Unit owner shall be obligated to pay, in advance, the common charges assessed by the Board of Directors against his Unit.

The amount levied and assessed against each Unit for common charges shall constitute a lien against said Unit from the date of assessment until the date of full payment, provided that a "Statement of Lien" is recorded against the Unit as provided in the Act. Unless otherwise provided in the Act, at least fifteen (15) days prior to recording the Statement of Lien, the Association shall notify the delinquent Unit owner of the Association's intention to file the Statement of Lien and thereafter provide the delinquent Unit owner with a right to a hearing before the Board of Directors. At the option of the Board of Directors, said amount may be payable in annual, quarterly, monthly or other convenient installments, and to the Board of Directors or to such person or entity who or which the Board of Directors shall designate.

No Unit owner may be exempted from liability for the assessment of common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit owner shall be liable for the payment of any part of the common expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. Prior to or at the time of such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Unit shall be jointly and severally liable with the selling Unit owner for

all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit owner amounts paid by the purchaser therefor; provided, however, that no purchaser from a selling Unit owner other than the developer shall be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments greater than the amount set forth in any resale certificate provided by the Association or its management agent. Notwithstanding anything contained herein to the contrary, any mortgagee, or purchaser at foreclosure, who comes into possession of a Unit by virtue of foreclosure of a deed of trust or mortgage or a deed or other conveyance in lieu of foreclosure shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such mortgagee or purchaser at foreclosure comes into possession thereof, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units, including the mortgaged Unit. Such sale or transfer shall not relieve the purchaser at such sale of the Unit from liability for any assessments thereafter coming due, nor from the lien of such subsequent assessments, which lien, if any, claimed shall have the same effect and may be enforced in the same manner as provided herein.

All taxes, assessments, and charges which may become liens prior to any first mortgage shall relate only to the individual unit and not to the Condominium as a whole.

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 7. Collection of Assessments. The Board of Directors shall take prompt action to collect any common charges due from any Unit owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Directors shall notify any first mortgagee who holds a mortgage upon a Unit to which there exists a delinquency in the payment of common charges, which delinquency has existed for sixty (60) days or more. Upon default in the payment of any one or more installments of any assessment levied pursuant to the Declaration and/or these Bylaws, the entire balance of said assessments may be accelerated at the option of the Board of Directors and be declared due and payable, in full, together with interest thereon at the maximum rate permitted by law at the time the assessment became due.

Section 8. Default in Payment of Common Charges. The lien for unpaid assessments for common charges may be enforced and foreclosed in such manner as may from time to time be provided in the Act. Any assessment, until paid, may at the election of the Board of Directors bear interest at the maximum rate permitted by law at the time the assessment became due. In addition, the Board of Directors may impose late charges and/or the costs of collection (including reasonable attorneys' fees), if any, with respect to any assessment which has not been fully paid when due. Such late charges and other costs shall not exceed the permissible amounts provided for in the Act, and shall otherwise comply therewith. All such interests, late charges and other costs shall constitute a lien upon the Unit until fully paid as provided in Article V, Section 6, above.

In any action brought by the Association to foreclose a lien against a Unit because of unpaid common charges, the Unit owner shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same, such rent to accrue from the date that the foreclosure decree becomes final until the plaintiff in such foreclosure action regains possession from the Unit owner.

No suit or other proceeding may be brought by the Association to foreclose the lien for any assessments levied pursuant to the Declaration or these Bylaws except after ten (10) days' written notice to the holder of the first mortgage which is a lien on the Unit that is the subject matter of the proceeding.

Section 9. Statement of Common Charges; Resale Certificate. Any owner, first mortgagee or any purchaser in connection with any sale or conveyance of a Unit, shall be entitled to a statement furnished by the Board of Directors setting forth in detail the amount of any unpaid assessments owed by the Unit owner, and such party shall be entitled to rely on such statement and shall have no liability for, nor shall the Unit be encumbered with, an amount of unpaid assessments accruing prior to the date of such statement which are greater than that shown on such statement. The Board may impose a reasonable fee to furnish this information.

Upon written request by a Unit owner and receipt of a reasonable fee therefor, the Board of Directors shall furnish a certificate containing the information required by Section 11-135(a) of the Act.

Section 10. Insurance. The Board of Directors shall be required to comply with the insurance requirements of the Act and, to the extent not in violation of the Act, shall also comply with the provisions of this Article V, Section 10.

The Board of Directors shall be required to obtain and maintain a master or blanket type of hazard insurance policy covering all of the Common Elements that are normally included in a policy of this type, including, but not limited to fixtures and building service equipment and common personal property and supplies belonging to the Association. The policy must also cover fixtures, equipment and other personal property inside individual Units if such items are typically conveyed as part of the Unit. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage. If available, the policy shall contain an Agreed Amount and Inflation Guard Endorsement, as well as a Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and Increase Cost of Construction Endorsement.

If there is a steam boiler in operation in connection with the Condominium, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing as a minimum Fifty Thousand Dollars (\$50,000.00) per accident per location, unless a higher amount of coverage is required by a Mortgagee. If the Condominium is located in special flood hazard areas, as defined by the Federal Emergency Management Agency, a master or blanket policy of flood insurance on the Condominium must be maintained. The amount of flood insurance shall be at least equal to the lesser of (i) one hundred percent (100%) of the

current replacement cost of all buildings and other insurable property located in the flood hazard area; or (ii) the maximum coverage available for the property under the National Flood Insurance Program. The insured under each required policy shall be the Association for use and benefit of the individual Unit owners.

The Board of Directors shall obtain and maintain a comprehensive general liability policy of insurance covering all of the Common Elements, public ways and any other areas that are under the Association's supervision. The policy shall also cover any commercial space owned by the Association, even if such space is leased to others. The policy should provide coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and any legal liability that results from law suits related to employment contracts in which the Association is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a Mortgagee. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association or other unit owners. Liability coverage shall be at least One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a Mortgagee.

The named insured under all insurance policies shall be the Council of Unit Owners of Georgetown Village Condominium, for the use and benefit of each Unit owner. The "loss payable" clause should show the Council of Unit Owners of Georgetown Village Condominium, or the Insurance Trustee (if applicable) as a trustee for each Unit owner and the holder of each unit's mortgage. The policies must also contain the standard mortgage clause and must name as mortgagee the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC) and/or such other mortgagees hold mortgages on Units, as well as their successors and assigns.

Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by Best's Insurance Reports of B/VI or better. Hazard insurance policies are also acceptable from an insurance carrier which has a financial rating by Best's Insurance Reports of Class V, provided it has a general policyholder's rating of at least A. Each insurer must be specifically licensed or authorized by law to transact business within the State of Maryland. The policy contract shall provide that no assessment may be made against the mortgagee, and that any assessment made against others may not become a lien on the mortgaged Unit superior to the first mortgage.

The insurance policy must provide that the insurance carrier shall notify the Association and each Mortgagee named in the Mortgagee clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

Notwithstanding any provision of the Declaration or these Bylaws relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom such Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance.

Except to the extent inconsistent with the law, each unit owner is deemed to appoint the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

Section 11. Repair or Reconstruction After Fire or Other Casualty. Except as hereinafter provided, and as provided in the Act (and inconsistent herewith), in the event of damage to or destruction of the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof (including any damaged Units, and any fixtures, equipment or other property covered by the Association's insurance, installed therein on the date of recordation of the Declaration, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit owners in the Units), and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as provided below.

The Insurance Trustee may rely upon a certificate of the Board of Directors which certifies whether or not the damaged Condominium is to be reconstructed or repaired. The Board of Directors, upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is borne by the Unit owner, then the Unit owner shall be responsible for the reconstruction and repair after a casualty and shall be entitled to apply the applicable insurance proceeds thereto. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

Immediately after a casualty causing damage to the Condominium for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged portions of the Condominium in as good a condition as existed before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

In the event of reconstruction or repair (as estimated by the Board of Directors) which shall exceed Twenty-Five Thousand Dollars (\$25,000.00), all proceeds of insurance shall be paid over to a trust company or bank having trust powers and authorized to engage in the trust business in the State of Maryland (hereinafter the "Insurance Trustee"), selected by the Board of Directors and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement and which contains, inter alia, the following provisions:

(a) the reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Association, and hereinafter called the "Architect";

(b) any restoration or repair of the project shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of the eligible mortgage holders (based upon one vote for each first mortgage owned), and two-thirds (2/3) of the Unit owners.

(c) each request for an advance of the proceeds of insurance shall be made to the Insurance Trustee and shall be accompanied by a certificate from the Architect and Board of Directors to the effect that (i) all work then completed has been performed in accordance with the plans and specifications; and (ii) the amount requested to be advanced is required to reimburse the Board of Directors for payments previously made by the Board of Directors or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request;

(d) each request for an advance of the proceeds of insurance shall be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the Condominium, or any part thereof, any mechanics' or other lien, or notice of intention to file the same, which has not been dismissed, bonded, or satisfied of record;

(e) the fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Association as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata, as the reconstruction or repair progresses;

(f) such other provisions not inconsistent with the provisions hereof as the Board of Directors or the Insurance Trustee may reasonably require.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Board of Directors, shall be considered as one fund and shall be divided among all Unit owners in accordance with their Percentage Interests set forth in the Declaration after first paying out of the share of any Unit owner (to the extent such payment is required by any lienor and to the extent the same is sufficient for such purpose), an amount sufficient to satisfy all liens upon said Unit.

Section 12. Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules adopted by the Board of Directors, or the breach of these Bylaws or of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and

the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach.

Section 13. Maintenance and Repair.

(a) By the Association. The Association shall be responsible for the maintenance, repair and replacement of the following, the cost of which shall be charged to all Unit owners as a common expense:

(i) Except as otherwise provided in paragraph (b) of this Section 13, all of the Common Elements, whether located inside or outside of the Units; and

(ii) All exterior walls and exterior surfaces (including the painting of the exterior surface of the front door of each Unit) of the buildings constituting the Condominium; the roofs of the buildings constituting the Condominium; Unit party walls and all other portions of the Units which contribute to the support of the buildings constituting the Condominium, such as the outside walls of such buildings, and all fixtures on the exterior thereof; the boundary walls of Units; floor slabs; load-bearing columns; but excluding, however, the interior walls, interior ceilings and interior floor coverings of the Units, and excluding the surfaces of all walls, floors and ceilings of the Units; and

(iii) The sanitary and storm sewer systems and appurtenances; all water, electric, gas, heating, air conditioning, plumbing and telephone lines, facilities and systems that are deemed Common Elements, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of all utility services into two (2) or more Units (but excluding therefrom all air-handling units, heating units, air-conditioning units, and all plumbing and electrical appliances, fixtures, systems and parts thereof which are enjoyed by only a single Unit and are located solely within the boundary of an individual Unit or in a Limited Common Element designated in the Declaration as being appurtenant to an individual Unit), all catch basins and television master antenna systems located outside the specific boundaries of any Unit; and all roof drainage pipes, gutters and leaders; and

(iv) Except as otherwise provided in paragraph (b)(ii) of this Section 13, all balconies or patios; and

(v) All incidental damage caused to any Unit by such work as may be done or caused to be done by the Association in accordance with the provisions of these Bylaws.

(b) By the Unit owner.

(i) Except for the portions of his Unit required to be maintained, repaired and replaced by the Association, each Unit owner shall be responsible for the maintenance, repair and replacement, at his own expense, of the following: any interior walls, ceilings and floors, kitchen and bathroom fixtures and equipment, lighting fixtures, plumbing and electrical appliances and systems, fixtures and parts thereof which are wholly contained within his Unit and/or in a limited Common Element designated in the Declaration as being appurtenant to his Unit and serve his Unit and no other.

(ii) Each Unit owner shall be responsible for performing, at his expense, the normal maintenance for any balcony or patio which is designated in the Declaration as being a limited Common Element appurtenant to his Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall also make, at his own expense, all repairs thereto caused or permitted by his negligence, misuse or neglect.

(iii) Each Unit owner shall, at his expense, perform all maintenance and make all repairs and replacements to the windows, window frames, window screens, the front door, door frame, as well as the hardware and locking devices (but not the painting of the exterior surface of the front door) and any sliding glass door(s), and their frames and screens, appurtenant to or part of his Unit.

(iv) Each Unit owner shall be responsible for, and promptly after demand shall reimburse the Association for the cost of maintaining, repairing or replacing any damage to the Common Elements or any portion of his Unit required to be maintained, repaired or replaced by the Association which is caused by the negligence, misuse or neglect of such Unit owner. Such reimbursement shall be collected by the Association from the Unit owner obligated therefor in the same manner as set forth in Article V of these Bylaws for the collection of common charges.

(v) Each Unit owner shall perform his responsibilities under this Section 13 in such a manner as shall not unreasonably disturb or interfere with the other Unit owners. Each Unit owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and of first-class quality.

Section 14. Restrictions on Use of Units. In order to provide for the congenial occupancy of the Condominium and for the protection of the values of the Units and the adjoining property owners, the use of the Condominium shall be restricted to and shall be in accordance with the following provisions:

(a) With the exception of the use and maintenance of a rental or management office, as hereinafter provided, no part of the Condominium shall be used for other than housing and the related common purposes for which the Condominium was designed. Each Unit shall be used for residential purposes and for no other purpose, except that a Unit may be used as a professional office upon the written consent of the Board of Directors provided that such use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Condominium, and, provided further, that as a condition for such consent each such Unit owner agrees to pay and pays any increase in the rate of insurance for the Condominium which results from such professional use. An Owner may use a portion of his Unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner, and provided further that in no event shall any part of the Condominium be used as a school or music studio.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium applicable for residential use without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium, or the contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to the maintenance and repair of any portion of the Condominium, shall be complied with, by and at the sole expense of the Unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium.

(d) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Condominium, or which would structurally change any building or improvements thereon except as is otherwise provided in these Bylaws, provided, further, that interior partitions contributing to the support of any Unit shall not be altered or removed, without the consent of the Architectural Control Committee.

(e) Except for professional use permitted by the Board of Directors and other uses permitted by the Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium. No Unit owner may post any advertisement, poster or sign of any kind on the exterior of his Unit or in the windows of his Unit, except (i) as permitted by the Board of Directors; (ii) a temporary sign advertising the sale or rental of a Unit; (iii) in the event that the Board of Directors gives its consent to the professional use of a Unit, a suitable sign may be displayed upon the written consent of the Board of Directors; or (iv) when required by law. The right is reserved by the Declarant or its agents to use any unsold Unit or Units for display purposes and to display "For Sale" or "For Rent" signs for unsold Units. If a significant number of Units are utilized on a rental basis, then any management agent or agents retained by the owners of such rental Units shall have the right to maintain and staff a rental office within the Condominium and to display "For Rent" signs.

(f) No antennas that are visible from the exterior of any Unit may be erected or maintained except upon the written consent of the Board of Directors.

(g) No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein, nor shall any Unit be utilized for hotel purposes, nor shall the term of any such lease be for a term of less than thirty (30) days. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Act, Declaration and Bylaws and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit owner in accordance with the lease and by the Council of Unit Owners, in accordance with the Act. All leases must be ir

writing and must list the names of the occupant of the Unit. A copy of the executed lease shall thereafter be provided to the Association. The limitations of this Section shall not apply to any institutional first mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law or in the mortgage, or as a reason of foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure.

(h) The Limited Common Elements must be kept in an orderly condition so as not to detract from the neat appearance of the community. In this regard, no motorcycles may be parked on the patios, balconies, front entranceways or the yards. The Board of Directors, in its sole discretion, may determine whether or not Limited Common Elements are orderly. If an Owner shall fail to keep his Limited Common Elements orderly, the Board of Directors may have any objectionable items removed from the Limited Common Elements so as to restore its orderly appearance, without liability therefor, and charge the Unit owner for any costs incurred in the process.

(i) With the exception of lawn care equipment, no motorized vehicle may be used or maintained on the yards or sidewalks and no unlicensed vehicles are allowed on the Condominium.

(j) Trash shall be stored in accordance with county health regulations within the Unit or upon the Common Element site, if any, set aside by the Board of Directors for such storage. Trash shall not be set out for collection prior to the night before such date of collection and the empty containers shall be returned to the proper place of storage immediately after collection.

(k) The maintenance, keeping, breeding, boarding and/or raising of pets, animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any Common Elements.

(l) No junk vehicle or other vehicle on which current registration plates are not displayed, shall be kept upon any of the Common Elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the Common Elements or within any other portion of the Condominium.

(m) No commercial vehicles, trucks (over two tons), trailers, recreational vehicles, house trailers, boat trailers, boats, or the like shall be kept upon any of the Common Elements; provided, however, the Board of Directors reserves the right to permit such vehicles on the Common Elements in accordance with rules and regulations as may, from time to time, be promulgated by the Board of Directors.

(n) 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 clotheslines shall not be maintained upon any Common Elements at any time. No clothing, laundry or the like shall be hung from any part of any Unit or upon any of the Common Elements or from or upon any balcony or patio.

(o) Nothing shall be stored or placed upon any balcony or patio or upon any other portion of the Common Elements of the Condominium, except with the consent of the Board of Directors.

(p) Notwithstanding any provision contained in this Article V, Section 14, to the contrary, the use and other restrictions set forth in this Section 14 shall not apply to the use of the Common Elements and/or Units owned by the Declarant for display, marketing, promotion, sales, leasing or construction purposes or the use of Units as "Models".

Section 15. Rules - Adoption and Enforcement. The Board of Directors may, from time to time, enact uniform Rules which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit owners, provided that such Rules are not in conflict with the Declaration or these Bylaws, and provided further that such Rules are adopted in accordance with the Act and the following procedures:

(a) At least fifteen (15) days prior to the adoption of any proposed new Rule, a notice must be mailed or delivered to each Unit owner. The notice shall (i) contain a copy of the proposed Rule, (ii) inform the Unit owner of the right to submit written comments on the proposed Rule to the Board of Directors, (iii) state the effective date of the proposed Rule, and (iv) inform the Unit owner of the meeting of the Board of Directors which has been scheduled to consider and adopt the proposed Rule.

(b) Provided that the notice set forth in Section 15(a) of this Article V is mailed or delivered to each Unit owner, an open meeting of the Board of Directors shall be held at which each Unit owner or tenant present at such meeting shall be given an opportunity to comment on the proposed Rule.

(c) If a majority of the members of the Board of Directors present at the open meeting at which a quorum is present vote in favor of the proposed Rule, such proposed rule shall become effective upon its effective date unless (i) within fifteen (15) days after the affirmative vote, fifteen percent (15%) of the Unit owners sign and file a petition with the Board of Directors requesting a special meeting, and (ii) a quorum is present at such special meeting, and (iii) at such special meeting fifty percent (50%) of the Unit owners present and voting vote against the proposed Rule and such Unit owners represent more than thirty-three percent (33%) of the total votes in the Condominium.

All Rules shall have the same force and effect as if they were incorporated in these Bylaws by direct reference and may be enforced in the same manner as all other provisions of these Bylaws.

Section 16. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of Twenty-Five Thousand Dollars (\$25,000.00), and the making of such additions, alterations or improvements shall have been approved by more than fifty percent (50%) in voting interest of the Unit owners present in person and/or by proxy and voting at a meeting duly held in accordance with these Bylaws, the Board of Directors shall proceed with such additions, alterations or improvements and may assess all Unit owners for the cost thereof as a common expense. If such additions, alterations or improvements, if not made, could reasonably result in a threat to the health or safety of the Unit owners or a significant risk of damage to the Condominium, then such additions, alterations or improvements

may be made without the prior approval of Unit owners. Any additions, alterations or improvements costing Twenty-Five Thousand Dollars (\$25,000.00) or less may be made by the Board of Directors without approval of the Unit owners, provided said Unit owners are provided at least ten (10) days' written notice of a special meeting at which such additions, alterations, or improvements are approved by an amendment to the budget by the Board of Directors. The cost of any such additions, alterations or improvements shall constitute a common expense.

Section 17. Architectural Control. Except for purposes of proper maintenance and repair or as otherwise permitted or required by law or these Bylaws and subject to the exemption set forth in Section 24 of this Article, it shall be prohibited for any Unit owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Unit or upon any of the Common Elements within the Condominium or to combine or otherwise join two (2) or more Units (or parts thereof), or to partition the same after combination, or to remove or alter any window or exterior doors of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of any building or otherwise affect the property, interest or welfare of any other Unit owner, materially increase the cost of operation or insuring the Condominium or impair any easement, until the complete plans and specifications, showing the location, nature, shape, change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the Condominium and harmony of design, color and location in relation to surrounding structures and topography by the Architectural Control Committee designated by the Board of Directors.

Section 18. Architectural Control Committee - Operation. For a period of ten (10) years from the date the Declaration establishing the Condominium is created, the Architectural Control Committee shall be composed of an uneven number of three (3) or more natural persons designated from time to time by the Declarant and such persons shall serve at the pleasure of the Declarant. Thereafter the Architectural Control Committee shall be designated by the Board of Directors of the Association. In the event the Declarant or the Board of Directors, as the case may be, fails to appoint an Architectural Control Committee, then the Board of Directors shall constitute the Architectural Control Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 19. Architectural Control Committee - Approvals, Etc. Upon approval of the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be

submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 20. Architectural Control Committee - Limitations. Construction of alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 21. Architectural Control Committee - Certificate of Compliance. Upon the completion of any construction or alteration of other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Architectural Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these Bylaws as may be applicable.

Section 22. Architectural Control Committee - Rules, Etc. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, or other related matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these Bylaws. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Control Committee shall be final except that any Unit owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee to the Board of Directors of the Association and, upon the request of such Unit owner, shall be entitled to a hearing before the Board of Directors.

Section 23. Architectural Control Committee - Approval of Use and Maintenance of Common Elements. In order to enhance the environmental qualities of the Condominium and the surrounding communities and for the protection of the values of the Units, the Architectural Control Committee designated by the Declarant shall have the right to oversee the use, maintenance and operation of the Common Elements. Without limiting the generality of the foregoing, the Architectural Control Committee shall have the authority to review and approve plans relating to the use, maintenance and operation of the Common Elements, and shall have the right to require the Association to take affirmative steps to alleviate any state of disrepair to the Common Elements. To the extent the Association fails to maintain the Common Elements (in the judgment of the Architectural Control Committee), then the Architectural Control Committee shall have the right to maintain the same, the cost of which shall be borne by the Association.

Section 24. Declarant's Rights and Exemption. Notwithstanding any provision of Sections 17 through 23 of this Article V to the contrary, the provisions of said Sections 17 through 23 shall not apply to the Declarant, or to a Unit owned by the Declarant or its designee. Further, the aforesaid provisions shall not apply to the Declarant's actions with respect to the Common Elements of the Condominium. Notwithstanding anything contained herein to the contrary, for a period of ten (10) years from the date the Declaration establishing the Condominium is recorded, the provisions of Sections 17 through 23 of this Article V shall not be modified or amended without the consent of the Declarant.

Section 25. Right of Access. A Unit owner hereby grants a right of access to his Unit to the managing agent and/or other person authorized by the Board of Directors or the managing agent for the purpose of making inspections or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit owner. In case of an emergency such right of entry shall be immediate, whether the Unit owner is present at the time or not.

ARTICLE VI MORTGAGES

Section 1. Notice to Board of Directors. A Unit owner who mortgages his Unit shall in writing notify the Board of Directors of the name and address of his mortgagee, and shall file a conformed copy of the note and mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Common Charges or Other Default. The Board of Directors shall report to each eligible mortgage holder who has requested such notice any unpaid common expenses due from, or any other default by, the owner of a mortgaged Unit, which default has not been cured within sixty (60) days.

Section 3. Examination of Books. Each Unit owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times on business days.

Section 4. Notice of Loss to or Taking of Common Elements. The Board of Directors shall give written notice to eligible mortgage holders who have requested such notice of any condemnation or casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder of any Unit or the Common Elements or related facilities of the Condominium.

Section 5. Definition. As used in these Bylaws, the term "Mortgagee" shall mean any mortgagee or trustee under a deed of trust which is a lien upon a Unit, or the party secured or beneficiary of any recorded deed of trust, and shall not be limited to institutional mortgagees; and the term "mortgage" shall include a deed of trust. As used generally in these Bylaws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, mutual savings banks, mortgage insurance companies, mortgage companies, credit unions, savings and loan associations, pension funds, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof. "First mortgage" shall mean a mortgage with priority over all other mortgages. As used in this Article VI, the term "eligible mortgage holder" shall mean a holder of a first mortgage on a unit who has requested notices contemplated by this Article VI from the Council of Unit Owners.

ARTICLE VII SALES AND MORTGAGES OF UNITS

Section 1. Sales. A Unit owner may sell his Unit or any interest therein without the consent of the Association.

Section 2. No Severance of Ownership. Except as may be provided in the Act, no Unit owner shall execute any lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Elements of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant Common Elements of all Units.

ARTICLE VIII
CONDEMNATION

In the event of a taking in condemnation (or by purchase in lieu thereof) of a Unit or any part thereof or of part or all of the Common Elements, the award made for such taking or purchase shall be distributed in accordance with Section 11-112(c) of the Act, and the distributions shall be made in accordance with the priority of interests at law or in equity in each Unit.

ARTICLE IX
RECORDS AND AUDITS

The Board of Directors or the managing agent shall keep books and records in accordance with good accounting practices on a consistent basis. At the end of each fiscal year, the Board of Directors shall arrange an audit by an independent Certified Public Accountant, provided an audit shall be made not more than once in any consecutive twelve (12)-month period. The cost of such audit shall be a common expense. Every record, including the audit, of the Council of Unit Owners shall be available in accordance with the Act and these Bylaws for examination and copying by any Unit owner, his mortgagee, and their respective duly authorized agents or attorneys, during normal business hours and after reasonable notice.

ARTICLE X
PARKING SPACES

Parking spaces within the Common Elements of the Condominium are hereby unassigned and designated for general use, to be used, unless otherwise designated by the Board of Directors, on a "first come, first served" basis. No vehicle belonging to any Unit owner, or to any guest or employee of any Unit owner, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any adjoining parking space.

Each Unit owner shall comply in all respects with such supplementary Rules which are not inconsistent with the provisions of these Bylaws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the Condominium, and the Board of Directors is hereby, and elsewhere in these Bylaws, authorized to adopt such Rules. The location of any parking space, if any, assigned to any Unit owner may be changed by the Board of Directors, at any time and from time to time, upon reasonable notice thereof in writing.

ARTICLE XI
EASEMENTS FOR UTILITIES AND RELATED PURPOSES

Subject to the requirements of Section 11-125 of the Act, the Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, cable television, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium as may be

considered necessary or appropriate by the Board of Directors for the orderly maintenance, preservation, and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and/or welfare of the owners of the Units or the Declarant and/or as required by the Declaration.

ARTICLE XII
RESIDENT AGENT AND ANNUAL REGISTRATION

Section 1. Resident Agent. Promptly after the creation of the condominium regime, a Resident Agent for the Condominium, who shall be a citizen and actual resident of the state or a corporation duly registered or qualified to do business in the state, shall be appointed and his name and address shall be filed with the Department of Assessments and Taxation. The name or address of the Resident Agent may be changed by the Board of Directors of the Association by filing a notice of such change with the Department of Assessments and Taxation.

Section 2. Annual Registration. Following the first annual meeting of the Association, the Board of Directors shall register with the Department of Assessments and Taxation by providing the Department with the names and mailing addresses of the officers, directors, Resident Agent and Management Agent for the Association. This information should be updated on the following April 15 and each April 15 thereafter.

ARTICLE XIII
MISCELLANEOUS

Section 1. Notices. All notices hereunder to the Board of Directors shall be sent by first-class mail or personally delivered to the managing agent, or to such person as the Board of Directors may hereafter designate from time to time. All notices to any Unit owner shall be sent by mail or personally delivered to the address as may have been designated by him from time to time, in writing, for inclusion on the Roster. All notices to mortgagees of Units shall be sent by first-class mail or personally delivered to their respective addresses as designated by them from time to time, in writing, to the Board of Directors. All notices shall be in writing and shall be deemed to have been given when mailed or personally delivered, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires, and vice versa.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Amendments to Bylaws. Except as elsewhere herein or in the Declaration provided otherwise, these Bylaws may be modified or amended in accordance with Section 11-104(e) of the Act.

Section 7. Conflicts. In case any part of these Bylaws conflict with the Act and/or the Declaration, the provisions of the Act and/or Declaration as the case may be, shall control.

**CERTIFICATE OF
AMENDMENT OF BYLAWS
OF COUNCIL OF UNIT OWNERS
OF GEORGETOWN VILLAGE CONDOMINIUM**

This Amendment to the Bylaws of the Council of Unit Owners of Georgetown Village Condominium ("Amendment") is made this 3rd day of MAY, 1989 by the undersigned authorized officer of the Council of Unit Owners of Georgetown Village Condominium.

W I T N E S S E T H

WHEREAS, the Declaration of Condominium for Georgetown Village Condominium was recorded March 20, 1985 among the Land Records of Montgomery County, Maryland, in Liber 6677 at folio 227 and the Bylaws of the Council of Unit Owners of Georgetown Village Condominium (the "Bylaws") were attached thereto as Exhibit "B" and recorded simultaneously therewith among the aforesaid Land Records; and,

WHEREAS, Article XIII, Section 6, of the Bylaws provides that the Bylaws may be amended in accordance with Section 11-104(e) of the Maryland Condominium Act, Title 11, Real Property Article, Annotated Code of Maryland (1988 Replacement Volume, as amended) (the "Act"); and,

WHEREAS, Section 11-104(e) of the Act provides that bylaws of a condominium regime may be amended by the affirmative vote of unit owners having at least sixty-six and two-thirds percent (66-2/3%) of the votes in the council of unit owners; and,

WHEREAS, at a duly noticed and held meeting of the Council of Unit Owners of Georgetown Village Condominium not less than the unit owners having sixty-six and two-thirds percent (66-2/3%) of the votes in the Council of Unit Owners affirmatively voted to amend the Bylaws as set forth in this Amendment.

MISC I 14.00
INDEX 1.00
RECORD 4.00
SEARCH 21.50
SERIAL 21.50
TOTAL 52.00
06/07/89

NOW THEREFORE, in consideration of the foregoing, the Bylaws are amended as follows:

a. Article V, Section 14(k) is hereby deleted in its entirety and the following substituted in lieu thereof:

(k) the maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or other part of the Common Elements, except that this shall not prohibit the keeping of cats, small dogs (20 pounds or less when fully grown), caged birds, or caged gerbils, hamsters, guinea pigs or other similar small caged domestic pets (all other pets are prohibited) provided (i) they are not kept, bred or maintained for commercial purposes; (ii) such domestic pets are not a source of annoyance or nuisance to the neighborhood or other unit owners; (iii) no more than two (2) such domestic pets may be maintained within a Unit; and (iv) such pets are maintained in strict conformance to all laws and ordinances. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Control

1989 JUN -7 AM 11:37
FILED
MONTGOMERY COUNTY
RECORDS OFFICE
100 N. EIGHTH ST.
BETHESDA, MD 20814

LIBER 8856 FOLIO 91
Certificate of Amendment of Bylaws of Council of Unit Owners of
Georgetown Village Condominium

Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other unit owners, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time-to-time be required by law. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person and unless they are carried or leashed. Owners must walk animals in specific designated areas only (provided such areas are designated by the Board of Directors) and all pet waste shall be promptly removed from the Common Elements by the owner of such pet. Pets shall only be taken in and out through the rear entrances of the building(s) within the Condominium. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time-to-time consider necessary or appropriate.

- b. Except as provided herein, the remaining terms and provisions of the Bylaws shall not be affected and shall remain in full force and effect.
- c. In the event any of the terms or provisions hereof are held or deemed to be invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.
- d. In the event of any conflict between the terms of this Amendment and the Bylaws, this Amendment shall be deemed controlling.
- e. This Amendment shall be construed in accordance with the law of the State of Maryland.

IN WITNESS WHEREOF, the Vice President of the Council of Unit Owners hereby executes this Amendment on behalf of the Council of Unit Owners and the Secretary of the Council of Unit Owners, who is authorized to count the votes at any meeting of the Council of Unit Owners, does hereby certify that the foregoing Amendment was affirmatively approved by not less than the unit owners having sixty-six and two-thirds percent (66-2/3%) of the votes in the Council of Unit Owners.

ATTEST:

COUNCIL OF UNIT OWNERS of
GEORGETOWN VILLAGE CONDOMINIUM,
an unincorporated entity

Wendy L. Nethersole
Wendy L. Nethersole
(Ass't.) Secretary

BY Scott A. Nordheimer
Scott A. Nordheimer
Vice President

LIBER 8854 FOLIO 492
Certificate of Amendment of Bylaws of Council Of Unit Owners of
Georgetown Village Condominium

STATE OF *Virginia* *
COUNTY OF *Arlington* * to wit:
*

I HEREBY CERTIFY that on this 3rd day of MAY, 1989, before me, a Notary Public in and for the State and County aforesaid, personally appeared Scott A. Nordheimer, known to me (or satisfactorily proven) to be the Vice President of the Council of Unit Owners of Georgetown Village Condominium, an unincorporated entity, and that such officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said Council of Unit Owners.

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

Doris E. Gabel

Notary Public

My Commission Expires: 12-13-91

[NOTARIAL SEAL]

CERTIFICATION

I HEREBY CERTIFY that the foregoing document was prepared on behalf of the Council of Unit Owners of Georgetown Village Condominium.

Wendy L. Nethersole

Wendy L. Nethersole, Asst. Secretary

LIBER 8854 FOLIO 93 SE 43107 1288381

Parcel ID#

4-43-1818662

4-43-1818684

4-43-1818673

4-43-1881685

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LIBER FOLIO
10792.093

CERTIFICATE OF
AMENDMENT OF BYLAWS
OF COUNCIL OF UNIT OWNERS
OF GEORGETOWN VILLAGE CONDOMINIUM

FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO., MD

92 OCT 30 P 1:51:9

This Amendment to the Bylaws of the Council of Unit Owners of Georgetown Village Condominium ("Amendment") is made this 1st day of July, 1992 by the undersigned authorized officer of the Council of Unit Owners of Georgetown Village Condominium.

WITNESSETH

92 OCT 30 1:54.8

FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO., MD

WHEREAS, the Declaration of Condominium for Georgetown Village Condominium was recorded March 20, 1985 among the Land Records of Montgomery County, Maryland, in Liber 6677 at folio 227 and the Bylaws of the Council of Unit Owners of Georgetown Village Condominium were attached thereto as Exhibit B and recorded simultaneously therewith among the aforesaid Land Records; and,

WHEREAS, the aforesaid Bylaws were amended pursuant to that certain Certificate of Amendment of Bylaws recorded June 7, 1989 among the aforesaid Land Records in Liber 8854 at folio 490; and,

WHEREAS, Article XIII, Section 6, of the Bylaws provides that the Bylaws may be amended in accordance with Section 11-104(e) of the Maryland Condominium Act, Title 11, Real Property Article, Annotated Code of Maryland (1988 Replacement Volume, as amended) (the "Act"); and,

WHEREAS, Section 11-104(e) of the Act provides that bylaws of a condominium regime may be amended by the affirmative vote of unit owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Council of Unit Owners; and,

WHEREAS, at a duly noticed and held meeting of the Council of Unit Owners of Georgetown Village Condominium not less than the unit owners having sixty-six and two-thirds percent (66 2/3%) of the votes in the Council of Unit Owners affirmatively voted to amend the Bylaws as set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing, the Bylaws are amended as follows:

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LIBER FOLIO
10792.094

- a. Article V, Section 14(g) of the Bylaws is hereby deleted in its entirety and the following substituted in lieu thereof:

No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein, nor shall any Unit be utilized for hotel purposes, nor shall the term of any such lease be for a term of less than 6 months. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Act, Declaration and Bylaws and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit owner in accordance with the lease and by the Council of Unit Owners, in accordance with the Act. A unit owner shall utilize a form of lease approved by the Board of Directors. Such lease must list the names of the occupants of the Unit. The number of occupants shall not be more than one (1) person more than the number of bedrooms in the unit regardless of whether the unit is owner occupied or tenants occupied. For example, a 2 bedroom may be occupied by no more than 3 people. Dens shall count as bedrooms. Children over the age of 3 will be counted as an occupant. Exceptions to the occupancy rule will have to be brought before the Board for approval by a majority of the Board; a meeting of the Council of Unit Owners is not required. A copy of the executed lease shall be provided to the Council of Unit Owners and kept on file at the management office. The limitations of this Section shall not apply to any institutional mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law or in the mortgage, or as a reason of foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure.

- b. Except as provided herein, the remaining terms and provisions of the Bylaws shall not be affected and shall remain in full force and effect.
- c. In the event any of the terms or provisions hereof are held or deemed to be invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.
- d. In the event of any conflict between the terms of this Amendment and the Bylaws, this Amendment shall be deemed controlling.

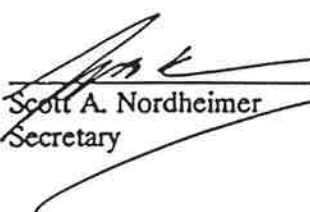
LIBER FOLIO
10792.095

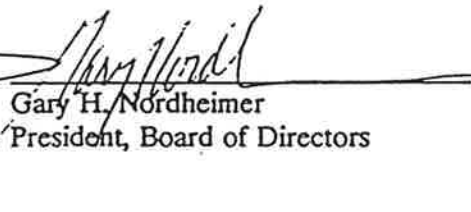
- c. This Amendment shall be construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the President of the Council of Unit Owners hereby executes this Amendment on behalf of the Council of Unit Owners and the Secretary of the Council of Unit Owners, who is authorized to count the votes at any meeting of the Council of Unit Owners, does hereby certify that the foregoing Amendment was affirmatively approved by not less than the Unit owners having sixty-six and two thirds percent (66 2/3%) of the votes in the Council of Unit Owners.

ATTEST:

COUNCIL OF UNIT OWNERS OF
GEORGETOWN VILLAGE CONDOMINIUM,
an unincorporated entity


Scott A. Nordheimer
Secretary


Gary H. Nordheimer
President, Board of Directors

LIBER FOLIO
10792.096

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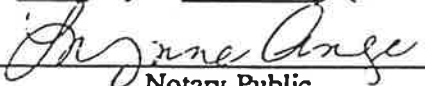
STATE OF MARYLAND

•
• to wit:
•

COUNTY OF MONTGOMERY

On this 19 day of SEPTEMBER, 1992, before me, the undersigned officer, personally appeared Gary H. Nordheimer, who has satisfactorily proven to be the person whose name is subscribed to this written instrument, and who acknowledged himself to be the President of the Council of Unit Owners of Georgetown Village Condominium, and in such capacity, executed the foregoing instrument for the purposes therein contained on behalf of such unincorporated entity.

GIVEN under my hand and seal this 19 day of SEPTEMBER 1992.

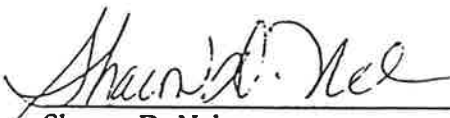


Notary Public
LYNNE ANGE

My Commission Expires: 7/13/95

ATTORNEYS' CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared by me or under my supervision.



Sharon D. Nelson

FOR RECORDING PURPOSES

Name and Address of the Party:

Council of Unit Owners of Georgetown Village Condominium
11400 Commonwealth Drive
Rockville, MD 20852

Title Insurer: N/A

16 FILE
12-17-85

**CERTIFICATE OF AMENDMENT
OF BYLAWS OF
COUNCIL OF UNIT OWNERS
GEORGETOWN VILLAGE CONDOMINIUM**

7 02:56 V 12/17/85

This Amendment to the Bylaws of the Council of Unit Owners of Georgetown Village Condominium ("Amendment") is made this 27th day of October, 1985, by the undersigned authorized officer of the Council of Unit Owners of Georgetown Village Condominium.

WITNESSETH

WHEREAS, the Declaration of Condominium for Georgetown Village Condominium was recorded March 20, 1985 among the Land Records of Montgomery County, Maryland, in Liber 6677 at folio 227 and the Bylaws of the Council of Unit Owners of Georgetown Village Condominium (the "Bylaws") were attached thereto as Exhibit "B" and recorded simultaneously therewith among the aforesaid Land Records; and,

WHEREAS, Article XIII, Section 6, of the Bylaws provides that the Bylaws may be amended in accordance with Section 11-104(e) of the Maryland Condominium Act, Title 11, Real Property Article, Annotated Code of Maryland (1988 Replacement Volume, as amended) (the "Act"); and,

WHEREAS, Section 11-104(e) of the Act provides that bylaws of a condominium regime may be amended by the affirmative vote of unit owners having at least sixty-six and two-thirds percent (66-2/3%) of the votes in the Council of Unit Owners; and

WHEREAS, at a duly noticed and held meeting of the Council of Unit Owners of Georgetown Village Condominium not less than the unit owners having sixty-six and two-thirds percent (66-2/3%) of the votes in the Council of Unit Owners affirmatively voted to amend the Bylaws as set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing, the Bylaws are amended as follows:

- a. Article III, Section 1 is hereby deleted in its entirety and the following substituted in lieu thereof:

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors acting on behalf of the Association. The Board of Directors shall be composed of five (5) members, all of whom shall, except as provided for herein, be elected by the Unit owners. The initial increase in the number of members of the

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Board of Directors from three to five shall be made by the existing Board members appointing two new members to serve on the Board of Directors. The term of one of the two newly appointed members shall commence on the date of appointment and run until the next annual meeting, at which time such member is permitted to run for election to the Board of Directors. The term of the second newly appointed member of the Board of Directors shall commence from the date of appointment and run until the 1995 annual meeting, at which time such member is permitted to run for election to the Board of Directors. Members of the Board of Directors shall be Unit owners.

b. Article V, Section 14(q) is hereby added:

(q) At least eight percent (80%) of the floors of each room of a unit, excluding bath and kitchen, shall be covered with carpeting and/or rugs, plus padding (collectively referred to as "floor coverings"). These floor coverings shall be of at least minimum thickness as set by the Board of Directors from time to time (based upon current carpet standards) to prevent transmission of noises to other units. The Board of Directors shall have the authority, after hearing, to determine whether exceptions to this amendment, based on health and/or safety considerations, may be made, and such determination shall be conclusive. The Board of Directors shall have the right to adopt such additional rules and regulations regarding floor coverings as it may from time-to-time consider necessary or appropriate. This provision shall not apply to terrace and/or ground-level units.

c. Except as provided herein, the remaining terms and provisions of the Bylaws shall not be affected and shall remain in full force and effect.

d. In the event any of the terms or provisions hereof are held or deemed to be invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.

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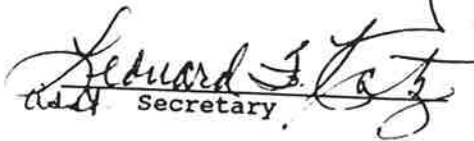
e. In the event of any conflict between the terms of this Amendment and the Bylaws, this Amendment shall be deemed controlling.

f. This amendment shall be construed in accordance with the law of the State of Maryland.

IN WITNESS WHEREOF, the President of the Council of Unit Owners hereby executes this Amendment on behalf of the Council of Unit Owners and the Secretary of the Council of Unit Owners, who is authorized to count the votes at any meeting of the Council of Unit Owners, does hereby certify that the foregoing Amendment was affirmatively approved by not less than the unit owners having sixty-six and two-thirds percent (66-2/3%) of the votes in the Council of Unit Owners.

ATTEST:

COUNCIL OF UNIT OWNERS OF
GEORGETOWN VILLAGE CONDOMINIUM,
an unincorporated entity


Secretary


President

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Certificate of Amendment of Bylaws of
Council of Unit Owners of
Georgetown Village Condominium

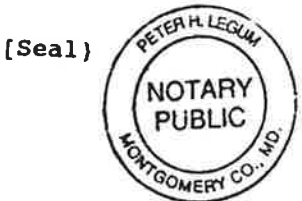
STATE OF MARYLAND)
COUNTY OF MONTGOMERY) ss:

I HEREBY CERTIFY that on this 27TH day of OCTOBER, 1993, before me, a Notary Public in and for the State and County aforesaid, personally appeared LEESA N. WEISS known to me (or satisfactorily proven) to be the President of the Council of Unit Owners of Georgetown Village Condominium, an unincorporated entity, and that such officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said Council of Unit Owners.

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

Peter H. Legum
Notary Public

My Commission Expires: My Commission Expires January 3, 1996



ATTORNEY CERTIFICATION

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared by me or under my supervision.

Steven A. Silverman
Steven A. Silverman

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** MATCHING PROPERTIES IN MONTGOMERY CO: **
TAX NUMBER ADDRESS LEGAL DESCRIPTION

TAX NUMBER	ADDRESS	LEGAL DESCRIPTION
T#:2485426	11301 COMMONWEALTH DR UN 11301-101	GEORGETOWN VILLAGE
T#:2485392	11301 COMMONWEALTH DR UN 11301-002	GEORGETOWN VILLAGE KELLY CAPITAL
T#:2485404	11301 COMMONWEALTH DR UN 11301-003	GEORGETOWN VILLAGE CAPITAL
T#:2485415	11301 COMMONWEALTH DR UN 11301-004	GEORGETOWN VILLAGE CAPITAL
T#:2485483	11301 COMMONWEALTH DR UN 11301-203	GEORGETOWN VILLAGE CAPITAL
T#:2485494	11301 COMMONWEALTH DR UN 11301-204	GEORGETOWN VILLAGE CAPITAL
T#:2485528	11301 COMMONWEALTH DR UN 11301-303	GEORGETOWN VILLAGE CAPITAL
T#:2485530	11301 COMMONWEALTH DR UN 11301-304	GEORGETOWN VILLAGE CAPITAL
T#:2485506	11301 COMMONWEALTH DR UN 11301-301	GEORGETOWN VILLAGE CAPITAL
T#:2485472	11301 COMMONWEALTH DR UN 11301-202	GEORGETOWN VILLAGE BOUCHER
T#:2485461	11301 COMMONWEALTH DR UN 11301-201	GEORGETOWN VILLAGE BLUM
T#2485448	11301 COMMONWEALTH DR UN 11301-103	GEORGETOWN VILLAGE WHITT
T#:2485381	11301 COMMONWEALTH DR UN 11301-001	GEORGETOWN VILLAGE LUKAS
T#:2485437	11301 COMMONWEALTH DR UN 11301-102	GEORGETOWN VILLAGE O R E O
T#:2485517	11301 COMMONWEALTH DR UN 11301-302	GEORGETOWN VILLAGE TODA
T#:2485574	11305 COMMONWEALTH DR UN 11305-004	GEORGETOWN VILLAGE ROMAGUER
T#:2485621	11305 COMMONWEALTH DR UN 11305-201	GEORGETOWN VILLAGE CAPITAL
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T#:2485608	11305 COMMONWEALTH DR UN 11305-103	GEORGETOWN VILLAGE GOLDSTEI
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T#:2485585	11305 COMMONWEALTH DR UN 11305-101	GEORGETOWN VILLAGE WALKER
T#:2485563	11305 COMMONWEALTH DR UN 11305-3	GEORGETOWN VILLAGE TOMICICH
T#:2485596	11305 COMMONWEALTH DR UN 11305-102	GEORGETOWN VILLAGE STEWART
T#:2485654	11305 COMMONWEALTH DR UN 11305-204	GEORGETOWN VILLAGE OPPLER
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T#:2485836	11309 COMMONWEALTH DR UN 11309-302	GEORGETOWN VILLAGE IANBENET
T#:2485778	11309 COMMONWEALTH DR UN 11309-104	GEORGETOWN VILLAGE FOSTER
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T#:2485814	11309 COMMONWEALTH DR UN 11309-204	GEORGETOWN VILLAGE KRACOV
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T#:2485723	11309 COMMONWEALTH DR UN 11309-003	GEORGETOWN VILLAGE SWALES
T#:2485756	11309 COMMONWEALTH DR UN 11309-102	GEORGETOWN VILLAGE RIDDELL
T#:2485767	11309 COMMONWEALTH DR UN 11309-103	GEORGETOWN VILLAGE REICH
T#:2485882	11315 COMMONWEALTH DR UN 11315-003	GEORGETOWN VILLAGE PRIMACK
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T#:2486011	11315 COMMONWEALTH DR UN 11315-304	GEORGE VILLAGE CAPITAL

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T#:2485927	11315	COMMONWEALTH	DR	UN	11315-103	GEORGETOWN VILLAGE	D'ALESSI
T#:2485905	11315	COMMONWEALTH	DR	UN	11315-101	GEORGETOWN VILLAGE	EHRLICH
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T#:2486990	11419 COMMONWEALTH DR UN	11419-002	GEORGETOWN VILLAGE	KEMPA
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12135.475

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T#:2487210	11423	COMMONWEALTH DR UN	11423-104	GEORGETOWN VILLAGE	O R E O
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					WEINBERG

PROGRAM COMPETED.
ENTER PROGRAM?

T#:2484295 5801 EDSON LA
 T#:2484364 5801 EDSON LA
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 T#:2484320 5801 EDSON LA
 T#:2484307 5801 EDSON LA
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UN 5801-004 GEORGETOWN VILLAGE FRANK
 UN 5801-203 GEORGETOWN VILLAGE FRANKLIN
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 UN 5801-103 GEORGETOWN VILLAGE HARMON
 UN 5801-101 GEORGETOWN VILL 9109 HODGKINS
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 OLD GEORGETOWN VILLAGE DIDIER

UN 5809-101 GEORGETOWN VILL 9916 GOODMAN
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 UN 5809-304 GEORGETOWN VILLAGE HORTON

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OLD GEORGETOWN VILLAGE
 UN 5821-103 GEORGETOWN VILLAGE GEBBERT
 UN 5821-204 GEORGETOWN VILLAGE PATTERSO
 UN 5821-002 GEORGETOWN VILLAGE PEOPLE
 UN 5821-04 GEORGETOWN VILLAGE 9 SCHAEFFE
 UN 5821-104 GEORGETOWN VILLAGE 9 DEVISSER
 UN 5821-003 GEORGETOWN VILLAGE 9030 LILLY
 UN 5821 102 GEORGETOWN VILLAGE GORDON
 UN 5821-201 GEORGETOWN VILLAGE HANDLER
 UN 5821-203 GEORGETOWN VILLAGE CAPITAL
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 UN 5821-202 GEORGETOWN VILLAGE BALL
 UN 5821-001 GEORGETOWN VILLAGE 9 ALLEN
 UN 5821-101 GEORGETOWN VILLAGE 9 ALLEN
 OLD GEORGETOWN VILLAGE DAVID
 OLD GEORGETOWN VILLAGE CHUPAK
 OLD GEORGETOWN VILLAGE 5870/778 YUSEF
 OLD GEORGETOWN VILLAGE EVANS
 OLD GEORGETOWN VILLAGE TALEV
 OLD GEORGETOWN VILLAGE ESCOBAR
 OLD GEORGETOWN VILLAGE SANDOR
 OLD GEORGETOWN VILLAGE HASHEM:
 OLD GEORGETOWN VILLAGE GRAHAM
 OLD GEORGETOWN VILLAGE 7007/449 ROGERS
 OLD GEORGETOWN VILLAGE HARRIS
 OLD GEORGETOWN VILLAGE 8505/097 BANNER
 OLD GEORGETOWN VILLAGE 8548/023 BEGUN
 OLD GEORGETOWN VILLAGE ATWELL
 OLD GEORGETOWN VILLAGE HORNSTEI
 OLD GEORGETOWN VILLAGE KENDALL
 OLD GEORGETOWN VILLAGE RAMOY
 OLD GEORGETOWN VILLAGE HOCHMAN
 OLD GEORGETOWN VILLAGE SINGER
 OLD GEORGETOWN VILLAGE JALIL
 OLD GEORGETOWN VILLAGE GALLAGHE
 OLD GEORGETOWN VILLAGE 8513/199 PAEZ

PROGRAM COMPLETED.
 ENTER PROGRAM?

2012 JAN 18 PM 3:10

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY CO. MD.

Parcel Identification Numbers: See Attached
Title Insurer: None.

AMENDMENT OF BYLAWS OF
COUNCIL OF UNIT OWNERS
GEORGETOWN VILLAGE CONDOMINIUM

This **Amendment to the Bylaws of the Council of Unit Owners of Georgetown Village Condominium** ("Amendment") is made this 10th day of January, 2012, by the undersigned authorized officer of the **Council of Unit Owners of Georgetown Village Condominium**, having a mailing address of 11400 Commonwealth Drive, North Bethesda, Maryland 20852.

WITNESSETH

WHEREAS, the Declaration of Condominium for Georgetown Village Condominium was recorded March 20, 1985, among the Land Records of Montgomery County, Maryland, in Liber 6677 at folio 227 and the Bylaws of the Council of Unit Owners of Georgetown Village Condominium (the "Bylaws") were attached thereto as Exhibit "B" and recorded simultaneously therewith among the aforesaid Land Records; and,

WHEREAS, Article XIII, Section 6 of the Bylaws provides that the Bylaws may be amended in accordance with Section 11-104(e) of the Maryland Condominium Act, Title 11, Real Property Article, Annotated Code of Maryland (1988 Replacement Volume, as amended)(the "Act"); and,

WHEREAS, Section 11-104(e)(2)(II) of the Act provides that "The bylaws may be amended by the affirmative vote of unit owners having at least 51% of the votes in the council of unit owners for the purpose of requiring all unit owners to maintain condominium unit owner insurance policies on their units"; and

WHEREAS, at a duly noticed and held meeting of the Council of Unit Owners of Georgetown Village Condominium not less than the unit owners having fifty-one percent (51%) of the votes in the Council of Unit Owners affirmatively voted to amend the Bylaws as set forth in this Amendment.

NOW THEREFORE, in consideration of the following, the Bylaws are amended as follows:

PLEASE RETURN TO:
Lerch, Early & Brewer Chartered
3 Bethesda Metro, Suite 460
Bethesda, MD 20814-5367
Attn: Judith A. Hill, Paralegal

1145451.1
61849.001

THE SURE
RECORDING FEE
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Handwritten initials/signature in the bottom left corner.

- a. Article V, Section 10 of the Georgetown Village Condominium Bylaws is amended by adding the following paragraph following the existing last paragraph:

Each unit owner shall obtain and maintain their own condominium unit owner insurance policy on his or her unit that includes coverage for any potential liability for damages caused by an incident arising from the unit in an amount not less than the maximum amount for which the unit owner is legally responsible under the Maryland Condominium Act. Each unit owner shall annually provide, at a time and in a form prescribed by the Board of Directors, evidence of the requisite insurance coverage.

- b. Except as provided herein, the remaining terms and provisions of the Bylaws shall not be affected and shall remain in full force and effect.
- c. In the event any of the terms or provisions hereof are held or deemed to be invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.
- d. In the event of any conflict between the terms of this Amendment and the Bylaws, this Amendment shall be deemed to be controlling.
- e. This amendment shall be construed in accordance with the law of the State of Maryland.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Bylaws of the Council of Unit Owners of Georgetown Village Condominium to be executed by its undersigned President, and does hereby appoint Jeremy M. Tucker as its true and lawful attorney-in-fact to acknowledge and deliver this Amendment on the day and year first above written.

ATTEST:

COUNCIL OF UNIT OWNERS OF
GEORGETOWN VILLAGE CONDOMINIUM

Merry L. Elrod
Merry L. Elrod, Secretary

Edward E. Reich
Edward E. Reich, President

[Corporate Seal]

STATE OF MARYLAND: ss

I hereby certify that on this 11th day of JANUARY, 2012, before me the subscriber, a Notary Public in and for the jurisdiction aforesaid, EDWARD E. REICH personally appeared in said jurisdiction, personally known to me to be the person who executed the foregoing instrument and personally well-known to me to be the President of Council of Unit Owners of the Georgetown Village Condominium, a Maryland Condominium, and acknowledged to be the same to be the act and deed of the Association, and that the same was executed for the purposes therein contained.

WITNESS my hand and notary seal the year and day first above written.

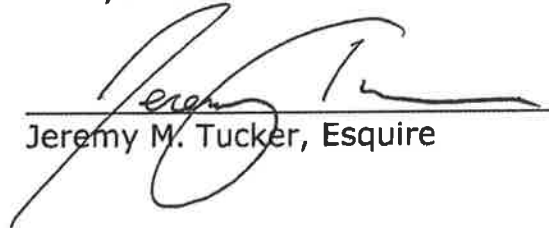
Thomas M. Berner
Notary Public

My Commission Expires: May 30, 2013



ATTORNEY CERTIFICATION

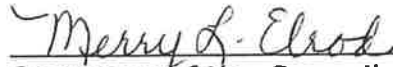
This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.



Jeremy M. Tucker, Esquire

**CERTIFICATION OF VOTE OF THE COUNCIL OF UNIT OWNERS
OF GEORGETOWN VILLAGE CONDOMINIUM**

In accordance with Section 11-104 of the Maryland Condominium Act (Annotated Code of Maryland, Real Property Article, Title 11), the Secretary, as the person authorized to count votes of the owners, hereby certifies that the Amendment to which this Certificate is attached was approved by Unit Owners having not less than the fifty-one percent (51%) of the votes of the Association. This Certification is recorded for the purpose of conforming to Section 11-104 of the aforementioned Act and hereby accompanies the Amendment to the Bylaws of the Council of Unit Owners of the Georgetown Village Condominium.



Secretary of the Council of Unit Owners of
Georgetown Village Condominium

ATTEST:



Edward E. Reich, President

PARCEL IDENTIFICATION NUMBERS

Address	Parcel Identification No.
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11301 COMMONWEALTH DR	04 02485415
11301 COMMONWEALTH DR	04 02485472
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