

## **AMERICANA CENTRE CONDOMINIUM**

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BY-LAWS

AMERICANA CENTRE CONDOMINIUM, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this Corporation is Americana Centre Condominium, Inc. Its principal office is located at 118 Monroe Street, Rockville, Montgomery County, Maryland 20850.

ARTICLE II

Definitions

Section 1. Master Deed. "Master Deed", as used herein, means that certain Master Deed made the 20th day of September, 1972, by Rockville Renewal Associates, a limited partnership organized and existing under the laws of the State of Maryland, pursuant to Article 21, § 117A through and including § 142, Annotated Code of Maryland [1957], by which certain described premises [including land] are submitted to a condominium property regime and which Master Deed is recorded among the Land Records for Montgomery County, Maryland, immediately prior hereto and to which these By-Laws are appended as an Exhibit.

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

ARTICLE III

Membership

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

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Corporation

is organized under the laws of the State of Maryland, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the condominium unit to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Corporation.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Corporation, each member of the Corporation shall be entitled to receive out of the assets of the Corporation available for distribution to the members an amount equal to that proportion of such assets which the value of his condominium bears to the value of the entire project, as set forth on "EXHIBIT C" to the Master Deed, all as more fully provided in Article 21, § 128, Annotated Code of Maryland [1957].

#### ARTICLE IV

##### Meeting of Members

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

Section 2. Annual Meetings. The first annual meeting of the members of the Corporation shall be held within one hundred twenty [120] days after ninety percent [90%] of the condominium units in the project have been sold and title to the same has been conveyed. Thereafter, the annual meetings of the members of the Corporation shall be held on the 2nd Wednesday of April each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Corporation as may properly come before them.

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Section 2. The Condominium Units. The general description and number of each condominium unit, including its area, location and such other data as may be necessary or appropriate for its identification, is set forth on the Record Plat, which Record Plat is incorporated herein and by this reference made a part hereof.

### ARTICLE III

Section 1. General Common Elements. Except as otherwise set forth on the Record Plat, the general common elements shall mean and include at least the following:

(a) the real property described on "EXHIBIT A", attached hereto and made a part hereof; and

(b) the foundations, bearing walls, perimeter walls, main walls, roofs, halls, columns, girders, beams, supports, corridors, fire escapes, lobbies, parking structures not designated as limited common elements, stairways, and entrance and exit or communication ways; and

(c) the basements, roofs, yards, streets, parking areas not designated as limited common elements, storage lockers not designated as limited common elements, and gardens, except as otherwise provided; and

(d) the compartments or installations of central services such as power, light, gas, hot and cold water, central heating, compressors for air-conditioning [including those designed to serve only one condominium unit, provided such compressor is not located within such unit], pumps, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables, wires and other utility lines to the extent any of the same are not within any condominium unit; and

(e) the elevators, closed circuit T. V. security system, switchboard, saunas, garbage and trash compactors and incinerators, or the like, the swimming pool and its appurtenances, walls, and in general, all devices or installations existing for common use; and

(f) the premises designated on the Record Plat for the lodging of custodial or managerial personnel, if any, and any portion of the project designated on the Record Plat for commercial use or the like, if any; and

(g) all other elements of the condominium project rationally of common use or necessary to its existence, upkeep and safety.

Section 2. Limited Common Elements. The limited common elements include those designated as such on the Record Plat and such other as are agreed upon by a majority of the co-owners to be reserved for the exclusive use of a certain number of condominium units such as special corridors, stairways, sanitary services common to the condominium units of a particular floor, and the like. All areas designated on the Record Plat as a balcony, deck, terrace, patio, fenced area, storage lockers, or the like, and designated thereon as limited common elements, are reserved for the exclusive use of the owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Record Plat.

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Section 8. Proxies. A member may appoint any other member or the Grantor or Management Agent as his proxy. In no case may any member [except the Grantor or the Management Agent] cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member.

Section 9. Order of Business. The order of business at all regularly scheduled meetings of the regular members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.

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

## ARTICLE V

### Directors

Section 1. Number and Qualification. The affairs of the Corporation shall be governed by the Board of Directors composed of at least three [3] natural persons and not more than seven [7] natural persons, a majority of whom [after the first annual meeting of members] shall be members of the Corporation.

Section 2. Initial Directors. The initial Directors shall be selected by the Grantor and need not be members of the Corporation. The names of the Directors who shall act as such from the date upon which the Master Deed is recorded among the Land Records for Montgomery County, Maryland, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows: Robert B. Friedman, William Berry and Morton Klevan.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

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To provide for the

(a) care, upkeep and surveillance of the condominium project and its general and limited common elements and services in a manner consistent with the law and the provisions of these By-Laws and the Master Deed.

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

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

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

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

Section 4. Management Agent. The Board of Directors shall employ for the Corporation a management agent [the "Management Agent"] at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Corporation shall not employ any new Management Agent without thirty [30] days' prior written notice to the institutional holders of all first mortgages on the condominium units and the Corporation shall not undertake "self-management" or otherwise fail to employ a professional management agent without the prior written approval of all of the institutional holders of such first mortgages.

Section 5. Election and Term of Office. The term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. At the first annual meeting of the members, the term of office of the Director receiving the greatest number of votes shall be fixed for three [3] years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two [2] years and the term of office of the other Director or Directors shall be fixed at one [1] year. In the alternative, the membership may, by resolution duly made and adopted at such first annual meeting, or at any subsequent annual meeting, elect to fix the term of each Director elected at such meeting 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 three [3] years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose [but only after the first annual meeting of members as hereinabove provided for], any Director may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty [60] days delinquent in payment of any assessments and/or carrying charges due the Corporation shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the members, no remuneration shall be paid to any Director who is also a member of the Corporation for services performed by him for the Corporation in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten [10] days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two [2] such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six [6] days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President or the Chairman of the Board of Directors on three [3] days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place [as hereinabove provided] and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third [1/3] of the Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be

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required and any business which may properly come before the Board of Directors at such meeting may be transacted thereat.

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

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Corporation handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

## ARTICLE VI

### Officers

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of members, the officers of the Corporation need not be members of the Corporation. Thereafter, except for the President, the officers of the Corporation need not be members of the Corporation. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

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

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

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including,

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but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

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

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

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

## ARTICLE VII

### Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or 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 Corporation] to which he may be made a party by reason of being or having been an officer or director of the Corporation whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment; negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation or the condominium project [except to the extent that such officers or directors may also be owners of condominium units] and the Corporation shall indemnify and forever hold each such officer and 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 officer or director of the Corporation, or former officer or director of the Corporation may be entitled.

**Section 2. Common or Interested Directors.** The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Corporation and the condominium project. No contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any corporation, firm or association [including the Grantor] in which one or more of the Directors of this Corporation are directors or officers or are pecuniarily or otherwise interested, is 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 any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

## ARTICLE VIII

### Management

**Section 1. Management and Common Expenses.** The Corporation, acting by and through its Board of Directors, shall manage, operate and maintain the condominium project and, for the benefit of the condominium units and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for, the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common elements and, to the extent that the same are not separately metered or billed to each condominium unit, for the condominium units.

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

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

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(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the condominium project.

(e) The cost of painting, maintaining, replacing, repairing and landscaping the general common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Corporation to paint, repair or otherwise maintain the interior of any condominium unit or any fixtures, appliances or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Corporation is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular condominium unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in subsection (g) of Section I of this Article.

(g) The cost of the maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the condominium project or is otherwise in the interest of the general welfare of all owners of the condominium units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the condominium unit proposed to be maintained and provided further that the cost thereof shall be assessed against the condominium unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said condominium unit at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article IX of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the condominium project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual condominium unit.

Section 2. Management Agent. The Corporation may, by contract in writing, delegate any of its ministerial duties, powers or functions to the Management Agent. The Corporation and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed by the Corporation, if any, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situated, and its other appurtenances [including, without limitation, any balcony, terrace or patio

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appurtenant to such condominium unit and designated on the Record Plat as a limited common element reserved for exclusive use by the owner of a particular condominium unit], in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit and such appurtenances. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, water heaters, filters, fireplaces, plenums, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment that may be located within such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

Section 4. Windows and Doors. Unless the Board of Directors shall resolve that the exterior surfaces of all windows and/or glass entry doors of the condominium project shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors, the owner of any condominium unit shall, at his own expense, clean and maintain the interior and exterior surfaces of all windows of the condominium unit and shall, at his own expense, clean and maintain both the interior and exterior glass surfaces of all glass entry doors of the condominium unit, including the interior and exterior surfaces of any door leading to any balcony, deck, terrace or patio appurtenant to such condominium unit and designated on the Record Plat as a limited common element reserved for the exclusive use by the owner of a particular condominium unit. The exterior surfaces of all other entry doors shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors and the interior surfaces thereof shall be maintained by and at the expense of the individual condominium unit owners.

Section 5. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Corporation, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner or occupant, to enter any condominium unit at any hour considered to be reasonable under the circumstances.

Section 6. Easements for Utilities and Related Purposes. The Corporation 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, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the condominium project as may be considered necessary and 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 condominium units or the Grantor.

Section 7. Limitation of Liability. The Corporation shall not be liable for any failure of water supply or other services to be obtained by the Corporation or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner of any condominium unit, or any other person, or resulting from electricity, water, snow or ice

which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Corporation shall not be liable to the owner of any condominium unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments, as hereinafter provided shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any condominium unit, or from any action taken by the Corporation to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

#### ARTICLE IX

##### Assessments and Carrying Charges

Section 1. Annual Assessments and Carrying Charges. Each member shall pay to the Corporation a monthly sum [hereinafter sometimes referred to as "assessments" or "carrying charges"] equal to one-twelfth [1/12] of the member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

- (a) The cost of all operating expenses of the condominium project and services furnished, including charges by the Corporation for facilities and services furnished by it; and
- (b) The cost of necessary management and administration, including fees paid to any Management Agent; and
- (c) The amount of all taxes and assessments levied against the Corporation or upon any property which it may own or which it is otherwise required to pay, if any; and
- (d) The cost of fire and extended liability insurance on the project and the cost of such other insurance as the Corporation may effect; and
- (e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Corporation; and
- (f) The cost of funding all reserves established by the Corporation, including, when appropriate, a general operating reserve and/or a reserve for replacements; and
- (g) The estimated cost of repairs, maintenance and replacements of the condominium project to be made by the Corporation.

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



The Board of Directors of the Corporation shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each assessment period at least thirty [30] days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him.

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

Section 3. Reserve for Replacements. The Corporation shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common elements and equipment of the project and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be reduced or suspended by appropriate resolution of the Board of Directors, upon the accumulation in such reserve for replacements of a sum equal to ten percent [10%] of the full replacement value of the condominium project as such full replacement value is annually determined by the Board of Directors for casualty insurance purposes. The proportionate interest of any owner in any reserve for replacements shall be considered an appurtenance of his condominium unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

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

Any assessment levied pursuant to the Master Deed or these By-Laws or any installment thereof, which is not paid within five [5] days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed eight percent [8%] per annum and shall, unless waived or forgiven by resolution of the Board of Directors, subject the member obligated to pay the same to the additional payment of a penalty or "late charge" of Three Dollars [\$3.00] per month or such other penalty or "late charge" as the Board may fix, and the Corporation may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the condominium unit or units then belonging to said member in the manner now or hereafter provided for the foreclosures of mortgages, deeds of trust, or other lien on real property in the State of Maryland, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent [20%] of the sum claimed shall be added to the amount of each assessment. The Corporation shall notify the holder of the first mortgage on any condominium unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of sixty [60] days and in any other case where the owner of such condominium unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty [30] days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to these By-Laws.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due to the Corporation, including any installment thereof which becomes delinquent in any prominent location within the condominium project.

**Section 5. Assessment Certificates.** The Corporation shall upon demand at any time furnish to any member liable for any assessment levied pursuant to these By-Laws [or any other party legitimately interested in the same] a certificate in writing signed by an officer of the Corporation, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars [\$30.00] may be levied in advance by the Corporation for each certificate so delivered.

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**Section 6. Acceleration of Installments.** Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to the Master Deed and/or these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of The Board of Directors and be declared due and payable in full, all in accordance with the provisions of Article 21, § 131(d), Annotated Code of Maryland [1957].

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

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

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

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

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

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages [or the indebtedness secured thereby] not otherwise entitled thereto.

**Section 9. Additional Default.** Any recorded first mortgage secured on a condominium unit in the project shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to these By-Laws, or any installment thereof, shall likewise be a default in such mortgage [or the indebtedness secured thereby] but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protec

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tion extended to the holder of such mortgage [or the indebtedness secured thereby] by reason of Section 7 or Section 8 of this Article shall not be altered, modified, or diminished by reason of such failure.

Section 10. Definition. As used in these By-Laws, the term "mortgage" shall include deed of trust and the term "holder" or "mortgagor" shall include the party secured by any deed of trust or any beneficiary thereof.

## ARTICLE X

### Use Restrictions

Section 1. Residential Use. Except for any condominium unit or units which may be designed on the Record Plat for commercial or other non-residential use, all condominium units shall be used for private residential purposes exclusively except for such non-residential uses as may be permitted by the Zoning Ordinance of the City of Rockville, Maryland from time to time. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Grantor from the use of any condominium units which Grantor owns for promotional or display purposes as "model apartments" or from leasing any unit or units which Grantor owns except that Grantor shall nevertheless be bound by the provisions of Section 2 of this Article, with respect to any leases entered into by the Grantor subsequent to the recordation hereof.

Section 2. Leasing. No condominium unit within the project shall be rented for transient or hotel purposes or in any event for any period less than four [4] months. No portion of any condominium unit [other than the entire unit] shall be leased for any period. Any owner of any condominium unit who shall lease such unit shall promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate in all respects to the provisions of the Master Deed and these By-Laws and to such rules and regulations relating to the use of the common elements, or other "house rules" as the Board of Directors may from time to time promulgate. The provisions of this subsection shall not apply to any institutional mortgage of any condominium unit who comes into possession of the unit as a result of a foreclosure sale or as a result of any proceeding in lieu of foreclosure. Any and all leases entered into by the Grantor prior to the date of recordation hereof shall not be considered subordinate to the provisions hereof.

### Section 3. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. No nuisances shall be permitted within the condominium project, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members.

(b) There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements [excepting those areas designated for storage of personal property by the owners of the condominium units] without the approval of the Board of Directors. Vehicular parking upon general common elements may be regulated by the Board of Directors. Parking spaces upon the general common elements may be assigned by the Board of

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Directors for use by the owners of particular condominium units, but only in accordance with the preferences established in Article XIV of these By-Laws.

(c) Nothing shall be done or maintained in any condominium unit or upon any common elements which will increase the rate of insurance on any condominium unit or common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon common elements which would be in violation of any law. No waste shall be committed upon any common elements.

(d) No structural alteration, construction, addition or removal of any condominium unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any common elements, except that this shall not prohibit the keeping of a small, orderly dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the common areas of the condominium project unless accompanied by an adult and unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the condominium project shall be deemed to have indemnified and agreed to hold the Corporation, each of its members and the Grantor free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium project. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises.

(f) Except for such signs as may be posted by the Grantor for safety, traffic control and/or marketing purposes, and except for such signs as may be appropriately necessary for the identification of space within the project which is used for commercial or other non-residential purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or common elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any condominium unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure.

(g) Except as hereinafter provided, no junk or derelict vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, motorcycle, motorbike, scooter, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common elements except in any area which may be designated for such purposes by the Board of Directors, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements.

(h) Except for areas designated for commercial purposes on the Record Plat, no part of the common elements shall be used for commercial activities of any character. This subsection shall not apply to the use of condominium units by the Grantor for display, marketing, promotional, sales purposes or customer service.

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(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium unit or upon any common elements. Trash or garbage containers shall not be permitted to remain in public view. All refuse shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Board of Directors.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common elements at any time. No clothing, laundry or the like shall be hung from any part of any condominium unit or from or upon any balcony or patio.

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

(l) Nothing shall be stored upon any balcony or patio nor shall the cooking or preparation of food be permitted thereon or upon any other portion of the common areas of the project, except with the consent of the Board of Directors.

(m) No member shall engage or direct any employee of the Corporation on any private business of the member during the hours such employee is employed by the Corporation nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Corporation.

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

## ARTICLE XI

### Architectural Control

Section 1. Architectural Control Committee. Except for the original construction of the condominium units situate within the project by the Grantor and any improvements to any condominium unit or to the common elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, landscaping, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, side-walks, curbs, gutters, patios, porches, driveways, walls or to make any change or otherwise alter [including any alteration in color] in any manner whatsoever to the exterior of any condominium unit or upon any of the common elements within the project until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction

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and/or any other proposed form of 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 harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Corporation, or by an architectural control committee designated by it.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within sixty [60] days after said plans and specifications have been submitted and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Carpets. In order to maintain sound transmission at a minimum level, each owner of a condominium unit, at his own expense, shall cover at least eighty percent [80%] of the gross floor area of his condominium unit with carpet or rugs.

## ARTICLE XII

### Insurance

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

(a) Casualty or physical damage insurance in an amount equal to the full replacement value [i. e., 100% of "replacement cost"] of the condominium project with an "agreed amount" endorsement and a "condominium replacement cost" endorsement, without deduction or allowance for depreciation, [as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage], such coverage to afford protection against at least the following:

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

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

(c) workmen's compensation insurance to the extent necessary to comply with any applicable law; and

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

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

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

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Corporation may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be hereinafter referred to as the "Insurance Trustee".

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

(d) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty [30] days' prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.

(e) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors [or any Insurance Trustee] or when in conflict with the provisions of these By-Laws or the provisions of Article 21, § 135 of the Annotated Code of Maryland [1957].

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

Section 3. Individual Policies - Recommendation of Grantor. The owner of any condominium unit [including the holder of any mortgage thereon] may obtain additional insurance [including a "condominium unit-owner's endorsement" for

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improvements and betterments to the condominium unit made or acquired at the expense of the owner] at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2(f) of this Article. The Grantor recommends that each owner of a condominium unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, additional living expense, plateglass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the owner.

Section 4. Endorsements, etc. The Board of Directors, at the request of any owner of any condominium unit in the project or at the request of the mortgagee of any such condominium unit, shall promptly obtain and forward to such owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article XII showing the interest of such owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

#### ARTICLE XIII

##### Casualty Damage - Reconstruction or Repair

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

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

Section 3. Restoration Not Required. In the event more than two-thirds [2/3] of the entire project is substantially damaged or destroyed by fire or other casualty and the members do not promptly and unanimously resolve to proceed with repair or reconstruction, then and in that event the project shall be deemed to be owned in common by the owners of all of the condominium units in the same proportions as that previously established for ownership of appurtenant undivided interests

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in the common elements and the project shall be subject to an action for partition at the suit of the owner of any condominium unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Corporation or its members in common, shall be considered as one fund and shall be divided among the owners of all the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of any condominium unit, to the extent such share is sufficient for the purpose, all liens upon said condominium unit.

#### ARTICLE XIV

##### Parking

Section 1. General Requirements. All parking areas within the condominium project shall be considered part of the general common elements. Parking shall be regulated by the Board of Directors and parking spaces shall initially be assigned by the Grantor and thereafter by the Board of Directors. No member shall make use of any parking space other than the space assigned to his condominium unit by the Board of Directors without the express written consent of both the member to whom such space has been assigned and the Board of Directors nor shall any member invite, encourage or permit the use by his guests of parking spaces assigned to condominium units other than his own. No vehicle belonging to any member, or to any guest or employee or any member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any parking space assigned to any other member. Nothing shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris. Each member shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of these By-Laws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the condominium project and the Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules and regulations.

Section 2. Preferences. In connection with the assignment of parking spaces by the Grantor and/or the Board of Directors, the following preferences shall be observed whenever possible and practicable:

(a) except for Units 118-201, 118-211, 118-301, 118-311, 118-401, 118-411, 118-501, 118-511, 118-601, 11-611, 118-701, 118-711, 118-801, 118-811, 118-901, 118-911, 118-1001, 118-1011, 118-1101, 118-1111, 118-1201, 118-1211, 118-1301, 118-1311, 118-1401, and 118-1411, condominium units in Building Nos. 118, 4, 10, 12, 14, 100, 102, 104, 106 and 108, as designated on the Record Plat, shall be preferred to assignment to the underground parking structure; and

(b) condominium units in Building Nos. 6, 8, 16, 18, 20, 22, 146, 148, 150, 124, 122, 120, 126, 128, 130, 132, 134, 136, 138, 140, 142 and 144, as designated on the Record Plat, shall be preferred for assignment to covered, surface parking spaces; and

(c) condominium units in Building Nos. 110, 112, 114 and the following condominium units in Building No. 118, i.e., 118-201, 118-211, 118-301, 118-311, 118-401, 118-411, 118-501, 118-511, 118-601, 118-611,

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118-701, 118-711, 118-801, 118-811, 118-901, 118-911, 118-1001, 118-1011, 118-1101, 118-1111, 118-1201, 118-1211, 118-1301, 118-1311, 118-1401 and 118-1411 shall be preferred to assignment to uncovered, surface parking spaces.

The Board of Directors shall make reasonable efforts to assign parking spaces in reasonable proximity to the condominium unit to which each such space is assigned and to make reasonable adjustments to accommodate the elderly and handicapped.

#### ARTICLE XV

##### Fiscal Management

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

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

Section 3. Auditing. At the close of each fiscal year, the books and records of the Corporation shall be audited by an independent Certified Public Accountant selected by the Board of Directors whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Corporation shall furnish its members with an annual financial statement, including the income and disbursements of the Corporation, and the Corporation shall furnish copies of the same to the institutional holder of any first mortgages on any condominium unit in the project who may request the same.

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

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

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6-1-72  
7-18-72  
9-6-72

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

#### ARTICLE XVI

##### Amendments

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing two-thirds [2/3] of the total value of the condominium project at any meeting of the members duly called for such purpose in accordance with the provisions of Article 21, § 126(j) of the Annotated Code of Maryland [1957], effective only upon the recordation among the Land Records for Montgomery County, Maryland, of an amendment to the By-Laws attached as "EXHIBIT B" to the Master Deed setting forth such amendments to these By-Laws and only after thirty [30] days' prior written notice to the institutional holders of all first mortgages on the condominium units in the project. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least thirty percent [30%] of the total value of the condominium project. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

#### ARTICLE XVII

##### Mortgages - Notice

Section 1. Notice to Board of Directors. Any owner of any condominium unit in the condominium project who mortgages such unit shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages. Any failure to give such notice shall not affect the validity or priority of such mortgage and the protection extended to the holder of such mortgage [or the indebtedness secured thereby] by reason of the provisions of Section 7 or Section 8 of Article IX of these By-Laws shall not be altered, modified or diminished by reason of such failure.

Section 2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees, and the term "mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

#### ARTICLE XVIII

##### Supplemental Enforcement of Lien

Section 1. Supplemental Enforcement of Lien. In addition to proceedings at law or in equity for the enforcement of the lien established by the Master

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9-6-72

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

#### ARTICLE XIX

##### Compliance - Interpretation - Miscellaneous

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

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Master Deed and to the provisions of Article 21, § 117A through and including § 142, Annotated Code of Maryland [1957]. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Master Deed or the aforesaid statute. In the event of any conflict between these By-Laws and the Master Deed, the provisions of the Master Deed shall control; and in the event of any conflict between the aforesaid Master Deed and Article 21, § 117A through and including § 142, Annotated Code of Maryland [1972], the provisions of the statute shall control.

Section 3. Resident Agent. Robert B. Friedman, of 1400 Spring Street, Silver Spring, Montgomery County, Maryland 20910, shall be designated as the person authorized to accept service or process in any action relating to two or more condominium units or to the common elements as authorized under Article 21, § 138, Annotated Code of Maryland [1957].

Section 4. Notices. Unless another type of notice is hereinelsewhere specifically provided for, any and all notices called for in the Master Deed and in these By-Laws shall be given in writing.

Section 5. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 6. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

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9-6-72

Section 7. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 8. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

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9-6-72



# Americana Centre Condominium

118 MONROE STREET/ROCKVILLE, MD 20850  
PHONE (301) 340-0700

October 31, 1981

## AMENDMENTS TO EXHIBIT "C"

### OF THE MASTER DEED AND BY-LAWS

DATED 10/18/72 LIBER 4288 FOLIO 443

AMENDMENTS RECORDED OCTOBER 13th, 1981

CLERK'S OFFICE MONTGOMERY COUNTY, MD.

ROCKVILLE, MD. 20850

LIBER 5780 FOLIOS 412, 413, 414, 415 and 416

These Amendments were adopted and approved by the Board of Directors of Americana Centre Condominium, Inc. as required by Section 11-107, Horizontal Property Act, Title 11, Real Property Vol., Annotated Code of Maryland on October 9th, 1981.

UNIT NO.	% UNIT OWNERSHIP CHANGED FROM	% UNIT OWNERSHIP CHANGED TO
118-105	.00171073	.00137687
118-105A	-0-	.00074027
118-106	.00065318	-0-
118-107	.00171073	.00261275
4-106	.00065318	-0-
	.00472782	.00472989
CORRECTION OF ORIGINAL MASTER DEED ERROR	.00000207	-0-
	.00472989	.00472989

NOTE: This Amendment to Exhibit "C" is provided for attachment to your copy of

AMERICANA CENTRE  
PLAT AND PLAN OF CONDOMINIUM  
MASTER DEED AND BY-LAWS

Insert immediately following page 26.

MANAGEMENT OFFICE

106 MONROE STREET, APT. 102 PHONE (301) 340-7770

"EXHIBIT C"

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
118-102	42,000.00	.00261275
118-103	38,000.00	.00236391
118-104	38,000.00	.00236391
118-105	27,500.00	.00171073
118-106	10,500.00	.00065318
118-107	27,500.00	.00171073
118-108	38,000.00	.00236391
118-109	38,000.00	.00236391
118-110	42,000.00	.00261275
118-201	27,000.00	.00167962
118-202	42,000.00	.00261275
118-203	38,000.00	.00236391
118-204	38,000.00	.00236391
118-205	42,000.00	.00261275
118-206	38,000.00	.00236391
118-207	42,000.00	.00261275
118-208	38,000.00	.00236391
118-209	38,000.00	.00236391
118-210	42,000.00	.00261275
118-211	27,000.00	.00167962
118-301	27,000.00	.00167962
118-302	42,000.00	.00261275
118-303	38,000.00	.00236391
118-304	38,000.00	.00236391
118-305	42,000.00	.00261275
118-306	38,000.00	.00236391



"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
118-307	42,000.00	.00261275
118-308	38,000.00	.00235391
118-309	38,000.00	.00235391
118-310	42,000.00	.00261275
118-311	27,000.00	.00167962
118-401	27,000.00	.00167962
118-402	42,000.00	.00261275
118-403	38,000.00	.00235391
118-404	38,000.00	.00235391
118-405	42,000.00	.00261275
118-406	38,000.00	.00235391
118-407	42,000.00	.00261275
118-408	38,000.00	.00235391
118-409	38,000.00	.00235391
118-410	42,000.00	.00261275
118-411	27,000.00	.00167962
118-501	27,000.00	.00167962
118-502	42,000.00	.00261275
118-503	38,000.00	.00235391
118-504	38,000.00	.00235391
118-505	42,000.00	.00261275
118-506	38,000.00	.00235391
118-507	42,000.00	.00261275

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
118-508	38,000.00	.00236391
118-509	38,000.00	.00236391
118-510	42,000.00	.00261275
118-511	27,000.00	.00167962
118-601	27,000.00	.00167962
118-602	42,000.00	.00261275
118-603	38,000.00	.00236391
118-604	38,000.00	.00236391
118-605	42,000.00	.00261275
118-606	38,000.00	.00236391
118-607	42,000.00	.00261275
118-608	38,000.00	.00236391
118-609	38,000.00	.00236391
118-610	42,000.00	.00261275
118-611	27,000.00	.00167962
118-701	27,000.00	.00167962
118-702	42,000.00	.00261275
118-703	38,000.00	.00236391
118-704	38,000.00	.00236391
118-705	42,000.00	.00261275
118-706	38,000.00	.00236391
118-707	42,000.00	.00261275
118-708	38,000.00	.00236391

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
118-709	38,000.00	.00236391
118-710	42,000.00	.00261275
118-711	27,000.00	.00167962
118-801	27,000.00	.00167962
118-802	42,000.00	.00261275
118-803	38,000.00	.00236391
118-804	38,000.00	.00236391
118-805	42,000.00	.00261275
118-806	38,000.00	.00236391
118-807	42,000.00	.00261275
118-808	38,000.00	.00236391
118-809	38,000.00	.00236391
118-810	42,000.00	.00261275
118-811	27,000.00	.00167962
118-901	27,000.00	.00167962
118-902	42,000.00	.00261275
118-903	38,000.00	.00236391
118-904	38,000.00	.00236391
118-905	42,000.00	.00261275
118-906	38,000.00	.00236391
118-907	42,000.00	.00261275
118-908	38,000.00	.00236391
118-909	38,000.00	.00236391

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
118-910	42,000.00	.00261275
118-911	27,000.00	.00167962
118-1001	27,000.00	.00167962
118-1002	42,000.00	.00261275
118-1003	38,000.00	.00236391
118-1004	38,000.00	.00236391
118-1005	42,000.00	.00261275
118-1006	38,000.00	.00236391
118-1007	42,000.00	.00261275
118-1008	38,000.00	.00236391
118-1009	38,000.00	.00236391
118-1010	42,000.00	.00261275
118-1011	27,000.00	.00167962
118-1101	27,000.00	.00167962
118-1102	42,000.00	.00261275
118-1103	38,000.00	.00236391
118-1104	38,000.00	.00236391
118-1105	42,000.00	.00261275
118-1106	38,000.00	.00236391
118-1107	42,000.00	.00261275
118-1108	38,000.00	.00236391
118-1109	38,000.00	.00236391
118-1110	42,000.00	.00261275

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
118-1111	27,000.00	.00167962
118-1201	27,000.00	.00167962
118-1202	42,000.00	.00261275
118-1203	38,000.00	.00236391
118-1204	38,000.00	.00236391
118-1205	42,000.00	.00261275
118-1206	38,000.00	.00236391
118-1207	42,000.00	.00261275
118-1208	38,000.00	.00236391
118-1209	38,000.00	.00236391
118-1210	42,000.00	.00261275
118-1211	27,000.00	.00167962
118-1301	27,000.00	.00167962
118-1302	42,000.00	.00261275
118-1303	38,000.00	.00236391
118-1304	38,000.00	.00236391
118-1305	42,000.00	.00261275
118-1306	38,000.00	.00236391
118-1307	42,000.00	.00261275
118-1308	38,000.00	.00236391
118-1309	38,000.00	.00236391
118-1310	42,000.00	.00261275
118-1311	27,000.00	.00167962

"EXHIBIT.C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
118-1401	27,000.00	.00167962
118-1402	42,000.00	.00261275
118-1403	38,000.00	.00236391
118-1404	38,000.00	.00236391
118-1405	42,000.00	.00261275
118-1406	38,000.00	.00236391
118-1407	42,000.00	.00261275
118-1408	38,000.00	.00236391
118-1409	38,000.00	.00236391
118-1410	42,000.00	.00261275
118-1411	27,000.00	.00167962

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
4-102	42,000.00	.00261275
4-103	38,000.00	.00236391
4-104	38,000.00	.00236391
4-105	42,000.00	.00261275
4-106	10,500.00	.00065318
4-107	42,000.00	.00261275
4-108	38,000.00	.00236391
4-109	38,000.00	.00236391
4-110	42,000.00	.00261275
4-201	27,000.00	.00167962
4-202	42,000.00	.00261275
4-203	38,000.00	.00236391
4-204	38,000.00	.00236391
4-205	42,000.00	.00261275
4-206	38,000.00	.00236391
4-208	38,000.00	.00236391
4-209	38,000.00	.00236391
4-210	42,000.00	.00261275
4-211	27,000.00	.00167962
4-301	27,000.00	.00167962
4-302	42,000.00	.00261275
4-303	38,000.00	.00236391
4-304	38,000.00	.00236391



"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
4-305	42,000.00	.00261275
4-306	38,000.00	.00236391
4-307	38,000.00	.00236391
4-308	38,000.00	.00236391
4-309	38,000.00	.00236391
4-310	42,000.00	.00261275
4-311	27,000.00	.00167962
4-401	27,000.00	.00167962
4-402	42,000.00	.00261275
4-403	38,000.00	.00236391
4-404	38,000.00	.00236391
4-405	42,000.00	.00261275
4-406	38,000.00	.00236391
4-407	42,000.00	.00261275
4-408	38,000.00	.00236391
4-409	38,000.00	.00236391
4-410	42,000.00	.00261275
4-411	27,000.00	.00167962
4-501	27,000.00	.00167962
4-502	42,000.00	.00261275
4-503	38,000.00	.00236391
4-504	38,000.00	.00236391
4-505	42,000.00	.00261275

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
4-506	38,000.00	.00236391
4-507	42,000.00	.00261275
4-508	38,000.00	.00236391
4-509	38,000.00	.00236391
4-510	42,000.00	.00261275
4-511	27,000.00	.00167962
4-601	27,000.00	.00167962
4-602	42,000.00	.00261275
4-603	38,000.00	.00236391
4-604	38,000.00	.00236391
4-605	42,000.00	.00261275
4-606	38,000.00	.00236391
4-607	42,000.00	.00261275
4-608	38,000.00	.00236391
4-609	38,000.00	.00236391
4-610	42,000.00	.00261275
4-611	27,000.00	.00167962
4-701	27,000.00	.00167962
4-702	42,000.00	.00261275
4-703	38,000.00	.00236391
4-704	38,000.00	.00236391
4-705	42,000.00	.00261275
4-706	38,000.00	.00236391

"EXHIBIT G" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
4-707	42,000.00	.00261275
4-708	38,000.00	.00236391
4-709	38,000.00	.00236391
4-710	42,000.00	.00261275
4-711	27,000.00	.00167962
4-801	27,000.00	.00167962
4-802	42,000.00	.00261275
4-803	38,000.00	.00236391
4-804	38,000.00	.00236391
4-805	42,000.00	.00261275
4-806	38,000.00	.00236391
4-807	42,000.00	.00261275
4-808	38,000.00	.00236391
4-809	38,000.00	.00236391
4-810	42,000.00	.00261275
4-811	27,000.00	.00167962
4-901	27,000.00	.00167962
4-902	42,000.00	.00261275
4-903	38,000.00	.00236391
4-904	38,000.00	.00236391
4-905	42,000.00	.00261275
4-906	38,000.00	.00236391
4-907	42,000.00	.00261275

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
4-908	38,000.00	.00236391
4-909	38,000.00	.00236391
4-910	42,000.00	.00261275
4-911	27,000.00	.00167962
4-1001	27,000.00	.00167962
4-1002	42,000.00	.00261275
4-1003	38,000.00	.00236391
4-1004	38,000.00	.00236391
4-1005	42,000.00	.00261275
4-1006	38,000.00	.00236391
4-1007	42,000.00	.00261275
4-1008	38,000.00	.00236391
4-1009	38,000.00	.00236391
4-1010	42,000.00	.00261275
4-1011	27,000.00	.00167962
4-1101	27,000.00	.00167962
4-1102	42,000.00	.00261275
4-1103	38,000.00	.00236391
4-1104	38,000.00	.00236391
4-1105	42,000.00	.00261275
4-1106	38,000.00	.00236391
4-1107	42,000.00	.00261275
4-1108	38,000.00	.00236391

"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
4-1109	38,000.00	.00236391
4-1110	42,000.00	.00261275
4-1111	27,000.00	.00167962
4-1201	27,000.00	.00167962
4-1202	42,000.00	.00261275
4-1203	38,000.00	.00236391
4-1204	38,000.00	.00236391
4-1205	42,000.00	.00261275
4-1206	38,000.00	.00236391
4-1207	42,000.00	.00261275
4-1208	38,000.00	.00236391
4-1209	38,000.00	.00236391
4-1210	42,000.00	.00261275
4-1211	27,000.00	.00167962
4-1301	27,000.00	.00167962
4-1302	42,000.00	.00261275
4-1303	38,000.00	.00236391
4-1304	38,000.00	.00236391
4-1305	42,000.00	.00261275
4-1306	38,000.00	.00236391
4-1307	42,000.00	.00261275
4-1308	38,000.00	.00236391
4-1309	38,000.00	.00236391
4-1310	42,000.00	.00261275
4-1311	27,000.00	.00167962



"EXHIBIT C" (Cont'd.)

<u>Unit No.</u>	<u>Unit Value</u>	<u>% of Ownership of Common Elements*</u>
6-101	40,500.00	.00251944
6-102	29,000.00	.00180404
6-201	40,500.00	.00251944
6-202	36,000.00	.00223950
6-301	40,500.00	.00251944
6-302	36,000.00	.00223950
8-101	40,500.00	.00251944
8-102	29,000.00	.00180404
8-201	40,500.00	.00251944
8-202	36,000.00	.00223950
8-301	40,500.00	.00251944
8-302	36,000.00	.00223950
10-101	40,500.00	.00251944
10-201	40,500.00	.00251944
10-202	36,000.00	.00223950
10-301	40,500.00	.00251944
10-302	36,000.00	.00223950
12-101	29,000.00	.00180404
12-102	40,500.00	.00251944
12-201	36,000.00	.00223950
12-202	40,500.00	.00251944
12-301	36,000.00	.00223950
12-302	40,500.00	.00251944

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
14-102	40,500.00	.00251944
14-201	36,000.00	.00223950
14-202	40,500.00	.00251944
14-301	36,000.00	.00223950
14-302	40,500.00	.00251944
16-101	40,500.00	.00251944
16-102	40,500.00	.00251944
16-201	40,500.00	.00251944
16-202	42,500.00	.00264385
16-301	40,500.00	.00251944
16-302	42,500.00	.00264385
18-101	40,500.00	.00251944
18-102	29,000.00	.00180404
18-201	40,500.00	.00251944
18-202	36,000.00	.00223950
18-301	40,500.00	.00251944
18-302	36,000.00	.00223950
20-101	40,500.00	.00251944
20-102	29,000.00	.00180404
20-201	40,500.00	.00251944
20-202	36,000.00	.00223950
20-301	40,500.00	.00251944
20-302	36,000.00	.00223950

## "EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
22-101	29,000.00	.00180404
22-102	40,500.00	.00251944
22-201	36,000.00	.00223950
22-202	40,500.00	.00251944
22-301	36,000.00	.00223950
22-302	40,500.00	.00251944
100-101	29,000.00	.00180404
100-102	40,500.00	.00251944
100-201	36,000.00	.00223950
100-202	40,500.00	.00251944
100-301	36,000.00	.00223950
100-302	40,500.00	.00251944
102-101	40,500.00	.00251944
102-102	29,000.00	.00180404
102-201	40,500.00	.00251944
102-202	36,000.00	.00223950
102-301	40,500.00	.00251944
102-302	36,000.00	.00223950
104-101	40,500.00	.00251944
104-102	29,000.00	.00180404
104-201	40,500.00	.00251944
104-202	36,000.00	.00223950
104-301	40,500.00	.00251944

"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
104-302	36,000.00	.00223950
106-102	40,500.00	.00251944
106-201	36,000.00	.00223950
106-202	40,500.00	.00251944
106-301	36,000.00	.00223950
106-302	40,500.00	.00251944
108-101	40,500.00	.00251944
108-102	40,500.00	.00251944
108-201	40,500.00	.00251944
108-202	42,500.00	.00264385
108-301	40,500.00	.00251944
108-302	42,500.00	.00264385
110-101	40,500.00	.00251944
110-102	40,500.00	.00251944
110-201	42,500.00	.00264385
110-202	40,500.00	.00251944
110-301	42,500.00	.00264385
110-302	40,500.00	.00251944
112-101	40,500.00	.00251944
112-201	40,500.00	.00251944
112-202	36,000.00	.00223950
112-301	40,500.00	.00251944
112-302	36,000.00	.00223950

"EXHIBIT, C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
114-101	40,500.00	.00251944
114-102	40,500.00	.00251944
114-201	40,500.00	.00251944
114-202	42,500.00	.00264385
114-301	40,500.00	.00251944
114-302	42,500.00	.00264385
120-101	40,500.00	.00251944
120-102	29,000.00	.00180404
120-201	40,500.00	.00251944
120-202	36,000.00	.00223950
120-301	40,500.00	.00251944
120-302	36,000.00	.00223950
122-101	29,000.00	.00180404
122-102	40,500.00	.00251944
122-201	36,000.00	.00223950
122-202	40,500.00	.00251944
122-301	36,000.00	.00223950
122-302	40,500.00	.00251944
124-102	29,000.00	.00180404
146-101	29,000.00	.00180404
148-101	40,500.00	.00251944
148-102	29,000.00	.00180404
148-201	40,500.00	.00251944



"EXHIBIT C" (Cont'd.)

Unit No.	Unit Value	% of Ownership of Common Elements*
148-202	36,000.00	.00223950
148-301	40,500.00	.00251944
148-302	36,000.00	.00223950
150-101	40,500.00	.00251944
150-102	40,500.00	.00251944
150-201	40,500.00	.00251944
150-202	42,500.00	.00264385
150-301	40,500.00	.00251944
150-302	42,500.00	.00264385
126-126	49,000.00	.00304821
128-128	49,000.00	.00304821
130-130	49,000.00	.00304821
132-132	49,000.00	.00304821
134-134	49,000.00	.00304821
136-136	49,000.00	.00304821
138-138	49,000.00	.00304821
140-140	49,000.00	.00304821
142-142	49,000.00	.00304821
144-144	49,000.00	.00304821

\* This percentage is also determinative of voting rights and common expenses.

CERTIFICATE OF AMENDMENT OF BY-LAWS  
AMERICANA CENTRE CONDOMINIUM, INC.

This is to certify that the By-Laws of Americana Centre Condominium, Inc., a condominium formed pursuant to the Horizontal Property Act of the State of Maryland, as established pursuant to a Condominium Master Deed from Rockville Renewal Associates by Carl M. Freeman Associates, Inc., dated September 20, 1972, and recorded among the Land Records of Montgomery County, Maryland, in Liber 4288 Folio 433, et seq., and pursuant to the plats referred to in said Condominium Master Deed and recorded in Condominium Plat Book 5, at Plat 427, et seq., among the aforesaid Land Records, were duly amended at the Annual Meeting of Membership held May 28, 1980; that said meeting was duly called pursuant to all requirements and notice so as to permit said Amendment of the By-Laws; that said Amendment was duly adopted at said meeting in accordance with all requirements for adoption of an amendment to said By-Laws; that the entry from the Minutes of said meeting amending such By-Laws are attached hereto as "Exhibit I" is a true and complete copy of the amendments so adopted; and that attached hereto as "Exhibit II" is a certificate of the person appointed to count, and inspect the counting of the votes at the Meeting of the Council of Unit Owners; that the Amendment was approved by Unit Owners having the percent of votes required by the By-Laws and in Section 11-104 of the Horizontal Property Act.

LAW OFFICES  
HELFAND STEIN  
RHEING & BENNETT P.A.  
21 WEST MIDDLE LANE  
FREDERICK, MARYLAND 21702

4/24/81

IN WITNESS WHEREOF, we have hereunto set our hands  
this 25th day of March, 1981.

AMERICANA CENTRE  
CONDOMINIUM, INC.

John L. Milaneš  
John L. Milaneš,  
President

Laura V. Ingram  
Laura V. Ingram  
Secretary

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

On this 25th day of March, 1981, before me,  
the undersigned officer, personally appeared JOHN L. MILANESE  
and LAURA V. INGRAM, who acknowledged themselves to be the  
President and Secretary, respectively of Americana Centre  
Condominium, Inc., a corporation, and they, as such President  
and Secretary, being authorized so to do, executed the  
foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by themselves as President  
and Secretary.

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

[Signature]  
Notary Public

My Commission Expires: 7/1/82

## OATH OF INSPECTOR

Americana Center Condominium, Inc.

STATE OF MARYLAND )

COUNTY OF MONTGOMERY ), to wit:

The undersigned, MARY GORDON MALLOY, duly appointed inspector of election of the Americana Centre Condominium, Inc., as counter and inspector, being duly sworn, does hereby solemnly swear that she fairly and impartially performed her duty as inspector of election at the election held on May 28, 1981, for the election of new directors of the association and for the amendment of By-Laws of the association, and has faithfully and diligently counted and inspected the votes cast at such election and honestly and truthfully reported the results which set forth the following percentage of approval for the amendments:

Amendment No. 1: .78208309Amendment No. 2: .75364649Amendment No. 3: .78570289Amendment No. 4: .78705918

Mary Gordon Malloy  
MARY GORDON MALLOY,  
Inspector

Subscribed and sworn to before me this 28th day of March,  
1981.

Andrew M. Chmielewski  
NOTARY PUBLIC

My Commission Expires 3/31/82

LAW OFFICES  
WILLIAM STEIN  
800 N. RUSSELL STREET, P.O.  
BOX 1000, BALTIMORE, MD.  
21201-1000

3-20-81

AMERICANA CENTRE CONDOMINIUM, INC.

AMENDMENTS TO THE BY-LAWS

Amendment No. 1.

Section 5 of Article V, Directors, to read as follows:

Section 5 of Article V, Election and Term of Office. The term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. At the first annual meeting of members, the term of office of the Director receiving the greatest number of votes shall be fixed for three years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two years and the term of office of the other Director or Directors shall be fixed at one year. At the fifth annual meeting of the members, the term of office of the three Directors receiving the greatest number of votes shall be fixed at three years. The term of office of the Director receiving the fourth greatest number of votes shall be fixed at two years and the term of office of the other Director shall be fixed at one year. Thereafter, at the expiration of the term of office of each respective Director, his or her successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Amendment No. 2.

Section 8 of Article IV, Meeting of Members to read as follows:

Section 8 of Article IV, Proxies. A member may appoint any other member or the Secretary of the Corporation to vote his or her proxy. The Corporation shall deliver a blank proxy to each owner not less than 30 days before each annual meeting or 10 days before each special meeting. Proxies must be in writing and must be filed with the Secretary prior to the appointed time of each meeting. The form of proxies must comply with the laws of the State of Maryland.

Amendment No. 3.

Section 1 of Article V, Directors, to read as follows:

Section 1 of Article V, Number and Qualifications. The affairs of the Corporation shall be governed by a Board of Directors composed of at least three natural persons and not more than seven natural persons, all of whom shall be owners.

Amendment No. 4.

Section 2 of Article VII, Liability and Indemnification of Officers and Directors, to read as follows:

Section 2 of Article VII. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith with a view to the interests of the Corporation and the condominium project. Any contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any corporation, firm, or association in which one or more of the Directors of this Corporation are Directors or Officers or are pecuniarily or otherwise interested, shall be subject to the following provisions:

- (1) The common or interested Director, or Directors, shall make such interest known to all members of the Board of Directors; and
- (2) The common or interested Director, or Directors, shall absent themselves from any portion of any meeting of the Board of Directors, or any committee thereof, which discusses, approves, authorizes, or ratifies such contract; and
- (3) The common or interested Director, or Directors, are not permitted to vote for such contracts or transactions.

If any contract, or transaction, is entered into in violation of (1), (2), and/or (3) above, such contract shall be void or voidable.



AM-12-01

PARCEL IDENTIFIER-4-244-1574163

AMENDMENT TO THE BY-LAWS OFAMERICANA CENTRE CONDOMINIUM, INC.

This Amendment to the By-Laws of Americana Centre Condominium, Inc., is made this 21 day of NOVEMBER, 1986, by the unit owners of Americana Centre Condominium, Inc. acting as the Council of Unit Owners of Americana Centre Condominium, Inc., in accordance with the provisions of the Maryland Condominium Act, Maryland Real Property Code Annotated, Title 11-101 et seq., as amended (hereinafter referred to as the "Maryland Condominium Act").

WITNESSETH:

WHEREAS, by execution and recordation of the Master Deed of Americana Centre Condominium, Inc., dated September 20, 1972, and recorded among the Land Records of Montgomery County, Maryland, in Liber 4288 Folio 433, et seq., along with the By-Laws attached thereto, and pursuant to the plats referred to in said Condominium Master Deed and recorded in Condominium Plat Book 5, at Plat 427, et seq., among the aforesaid Land Records, the Rockville Renewal Associates, a limited partnership did subject to the condominium form ownership under the provisions of the Maryland Condominium Act, Maryland Real Property Code Annotated, Title 11-101 et seq., as amended, all that property described in said Master Deed; and

MISS.  
MISS.  
CHECK

1987 MAY 11 PM 2:36

LAW OFFICES  
APLAN, KAPLAN  
& STEELMAN  
PENTHOUSE SUITE  
THE TOWNE BUILDING  
1101 WY. ROYAL AVENUE  
BLOOMING, MARYLAND 21202  
301 752 2080

EXHIBIT F-2

CKH

WHEREAS, in accordance with the terms of the Maryland Condominium Act and as specified in the aforementioned Master Deed for Americana Centre Condominium, Inc., the affairs of Americana Centre Condominium, Inc., are governed by a Council of Unit Owners comprised of all unit owners; and

WHEREAS, in accordance with the Maryland Condominium Act, as amended, and the provisions of the By-Laws of Americana Centre Condominium, Inc., attached to the aforesaid Master Deed for Americana Centre Condominium, Inc., the aforesaid By-Laws of Americana Centre Condominium, Inc., may be amended by the affirmative vote of unit owners representing at least two-thirds (2/3) of the total value of the Condominium at a meeting of the Council of Unit Owners as set forth in said Master Deed and the By-Laws of the Americana Centre Condominium, Inc.,; and

WHEREAS, on the 9th day of July, 1986 and continuing on the 24th day of September, 1986, the Council of Unit Owners of Americana Centre Condominium, Inc, did meet in accordance with the Maryland Condominium Act and the aforesaid Master Deed of Americana Centre Condominium, Inc, and By-Laws of Americana Centre Condominium, Inc., for the purpose of voting upon an amendment to said By-Laws; and

WHEREAS, at said meeting the Amended By-Laws of the Americana Centre Condominium, Inc., attached hereto were approved by the affirmative vote of unit owners representing at least two-thirds (2/3) of the total value of the

Condominium, as attested to by the certificate of the Election Inspectors of the Americana Centre Condominium, Inc., Council of Unit Owners filed herewith and incorporated herein by reference; and

WHEREAS, an Amendment to the aforesaid By-Laws of Americana Centre Condominium, Inc., as amended, shall be entitled to be recorded, under the provisions of Section 11-104 of the Maryland Condominium Act if accompanied by a certificate of the person specified in the aforesaid By-Laws to count votes at the meeting of the Council of Unit Owners at which the amendment was approved by Unit Owners having the required percentage of the votes of the Council of Unit Owners;

NOW, THEREFORE, the By-Laws of Americana Centre Condominium, Inc., are hereby amended as follows:

The following section is to be added to Article VIII, Section 1:

(i) The cost of maintenance and repair to any balcony, terrace or patio appurtenant to any condominium unit and designated on the Record Plat as a limited common element reserved for the exclusive use by the owner of a particular condominium unit, except that the unit owner shall be responsible for keeping said balcony, terrace or patio in a clean and sanitary condition and free and clear of ice and snow.

LAW OFFICES  
KAPLAN, KAPLAN  
& STEELMAN  
PENTHOUSE SUITE  
THE TOWNE BUILDING  
117 N. BAYVIEW AVENUE  
BALTIMORE, MARYLAND 21202  
13011757 2090

Article VIII, Section 3, is to be deleted and the following is to be substituted in lieu thereof:

Article VIII, Section 3. Duty to Maintain. Except for maintenance requirements herein imposed by the Corporation, if any, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances, in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condition unit and such appurtenances. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, water heaters, filters, fireplaces, plenums, heating and air-conditioning equipment; lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposal,s ranges, range hoods, and/or other equipment that may be located within such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.



IN WITNESS WHEREOF, we have hereunto set our hands  
this 21<sup>st</sup> day of November, 1986.

AMERICANA CENTRE CONDOMINIUM, INC.

By: *Carole Angle*

Carole Angle, President

By: *Ann Eveler*

Ann Eveler, Secretary

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

On this 21<sup>st</sup> day of November, 1986, before me, the undersigned officer, personally appeared CAROLE ANGLE, who acknowledged herself to be the President of Americana Centre Condominium, Inc., a corporation, and she, as President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

*John W. Finkle*  
Notary Public

NOTARY PUBLIC  
DISTRICT OF COLUMBIA

My Commission Expires: 1/31/89



~~STATE OF MARYLAND~~*District of Columbia*~~COUNTY OF MONTGOMERY, to wit:~~

On this 12<sup>th</sup> day of November, 1986, before me, the undersigned officer, personally appeared ANN EVELER, who acknowledged herself to be the Secretary of Americana Centre Condominium, Inc., a corporation, and she, as Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

*John F. Sawler*  
Notary Public

My Commission Expires: 10/31/89



AW OFFICES  
LAN, KAPLAN  
STEELMAN  
SUITE 2000  
TOWNE BUILDING  
11 ROYAL AVENUE  
LE, MARYLAND 21202  
301 752 2080



CERTIFICATION

I HEREBY CERTIFY that on the 9th day of July, 1986 and continuing on the 24th day of September, 1986, the Council of Unit Owners of Americana Centre Condominium, Inc., did meet in accordance with the Maryland Condominium Act and that the foregoing Amendments to the By-Laws of Americana Centre Condominium, Inc., were approved by the affirmative vote of unit owners representing at least two-thirds (2/3) of the total value of the Condominium. I hereby further certify that this Certification is executed by those persons specified in the By-Laws to count votes at the meeting of the Council of Unit Owners. I hereby acknowledge under the penalties of perjury that the matters and facts in the foregoing amendment and certification are true and correct to the best of my knowledge, information and belief.

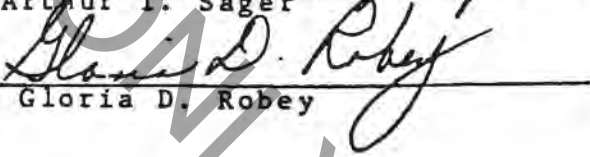
  
Margaret L. Brady

  
Dean Phillips

  
Erick Willens

  
Bernard Tutson

  
Arthur L. Sager

  
Gloria D. Robey

LAW OFFICES  
KAPLAN, KAPLAN & STEELMAN

SIDNEY KAPLAN  
ARTHUR GUY KAPLAN\*  
BARRY L. STEELMAN\*  
KEVIN THORNTON  
HARRY B. TURNER

\*MD & DC BARS

PENTHOUSE SUITE  
THE TOWNE BUILDING  
11 E MT ROYAL AVENUE  
BALTIMORE, MARYLAND 2120

(301) 752-2090  
1-800-492-1655

6153 EXECUTIVE BOULEVARD  
ROCKVILLE, MARYLAND 2085

(301) 770-3750

August, 1987

Dear Unit Owner:

Re: Americana Centre Condominium, Inc.  
AM-12-01

Please be advised that this office represents the Americana Centre Condominium, Inc.

Amendments to Article VIII, Sections 1 and 3, of the By-Laws were recorded in Montgomery County on May 11, 1987, a copy of which is located in the Condominium office and has previously been forwarded to each unit owner.

In the Amendments there were three typographical errors, which were brought to our attention by your Board of Directors, but which were not corrected prior to the recording of the Amendments. The typographical errors do not affect the meaning of the Amendments. The Board has requested that this office forward a letter of explanation to each unit owner.

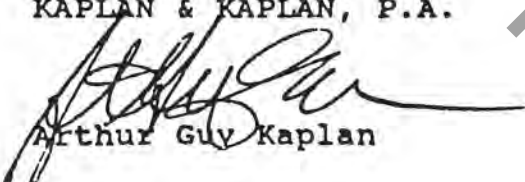
The typographical errors are as follows:

On page 4, paragraph 2, line 10, the word "condition" should be "Condominium". In the same paragraph, line 17, the word "disposal,s" should be "disposals." On page 5, paragraph 1, line 1, the word "heands" should be "hands."

Please attach this letter to your copy of the Amendments.

Sincerely,

KAPLAN & KAPLAN, P.A.

  
Arthur Guy Kaplan

AGK/rmp