

BYLAWS

LAKESIDE TERRACE CONDOMINIUM

In resale packages the official Bylaws contain a complete revision of the Bylaws and four sets of amendments which were filed with Montgomery County. This is the official set of the Bylaws for Lakeside Terrace Condominium. However, for ease of use in this web posting, a consolidated copy has been developed in which the amendments have been included in the appropriate sections. These amendments are shown in italics with the date of the amendment. This contains the officially approved language, but not in the officially approved format.

ARTICLE I

PLAN OF OWNERSHIP

1. Condominium submission. The condominium project known as “Lakeside Terrace Condominium” (hereinafter called the “Condominium”) located in Montgomery County, Maryland, has been declared and constituted a horizontal property regime by the Master Deed to which these Bylaws are appended as a part, and shall be governed by the said Master Deed and these Bylaws.

2. Bylaws applicability. The provisions of these Bylaws are applicable to the property described in the Master Deed, including the land, the buildings, and all improvements and structures thereon, as well as all easements, rights-of-way and appurtenances thereunto belonging, and the use, occupancy, sale, lease or other transfer thereof. All owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Master Deed, these Bylaws, and the applicable laws of the State of Maryland.

3. Personal application. All present and future co-owners, tenants, future tenants, their

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guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Condominium, shall be subject to these Bylaws and to the rules and regulations issued by the Council of Co-owners to govern the conduct of its members. Acquisition, rental or occupancy of any of the dwelling units (hereinafter referred to as “units”) in the Condominium shall constitute an acknowledgment that the said co-owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Master Deed and the rules and regulations of the Council of Co-owners and will comply with them.

ARTICLE II

COUNCIL OF CO-OWNERS

1. Constitution. There is hereby constituted the Council of Co-owners of Lakeside Terrace Condominium (hereinafter called the “Council”), an unincorporated business association which shall be comprised of every person, firm, corporation, trust or other legal entity, or any combination thereof, which owns any unit in the Condominium.

2. Voting. Voting at all meetings of the Council shall be in person or by proxy. Voting shall be on a percentage basis with the co-owner of each unit being entitled to vote the individual percentage allocated to his unit in paragraph FOURTH of the Master Deed, as amended May 24, 1973 by a second amendment, filed among the land records of Montgomery County (LIBER 4379, FOLIO 861). Where the co-owner of a unit is a combination of the entities enumerated in Section 1 of this Article, any one of the entities constituting that combination shall be entitled to cast the vote assigned to that unit; however, should more than one ballot be cast on behalf of the co-owner of the unit, only one of the ballots cast shall be recognized as valid provided all of the ballots cast are identical. If the ballots cast on behalf of the co-owner of the unit are not identical, then all of the ballots cast on behalf of the co-owner of the unit shall be void. No individual co-owner, or any entity in a combination constituting a co-owner, shall be eligible to vote or to be elected to the Board of Directors if, at the time of the meeting, the Council of Co-owners has recorded a statement of condominium lien on his unit and the amount necessary to release the lien has not been paid. No co-owner shall be eligible to vote unless he has furnished the Council with his name and current mailing address.

3. [Reserved.]

4. Duties. The Council shall be responsible for the overall policy and administration of the Condominium, but, except as otherwise provided in these Bylaws or by statute, shall act by and through its elected Board of Directors.

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5. Place of meeting. Meetings of the Council shall be held at such place as may be designated by the Board of Directors and stated in the notice of the meeting.

6. *[Rev. April 1, 1996] Annual meeting. The annual meeting of the Council shall be held in the month of May of each year. At such meeting there shall be elected by ballot a Board of Directors in accordance with the requirement of these Bylaws. The Council shall determine the common expense and fix the common charges, as provided in Article V, Section 2 of these Bylaws, and it may also transact such other business as may properly come before it.*

7. Notice of annual meeting. Written notice of the annual meeting shall be served upon or mailed to (such mailing to be considered notice served) each co-owner entitled to vote thereat at least ten (10) days but not more than sixty (60) days prior to the meeting.

8. *[Rev April 1, 1996] Special meeting. A special meeting of the Council for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Council, and shall be called by the President if so directed by resolution of the Board of Directors or upon a petition signed by co-owners representing twenty-five percent (25%) of the total value of the Condominium and presented to the Secretary of the Council. Such petition shall state the purpose or purposes of the proposed special meeting. No business shall be transacted at a special meeting, except as stated in the notice.*

9. Notice of special meeting. Written notice of a special meeting, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be served upon or mailed (such mailing to be considered notice served) to each co-owner entitled to vote thereat at least ten (10) days but not more than sixty (60) days before such meeting.

10. [Reserved]

11. Proxies and absentee ballots. At any meeting of the Council, each co-owner having the right to vote shall be entitled to vote in person, by proxy, or by absentee ballot.

At the same time that notice of an annual or special meeting is sent to each co-owner, as provided in Sections 7 and 9 of this Article, there shall be included a proxy form and a ballot covering all prespecified issues to come before the meeting; each individual co-owner who does not expect to attend the meeting may return the proxy form and the ballot in an envelope provided for the purpose. Each envelope shall carry the unit number, the voting percentage, and the name of the unit owner or owners, and may, if the co-owner desires, carry also the name of another co-owner whom he wishes to designate as a proxy. If, after returning a proxy form, the co-owner should attend the meeting, the proxy form shall be ruled invalid.

A proxy acting for the co-owner of any unit at any meeting may be appointed in

writing by the co-owner of the unit entitled to vote. If a co-owner is a combination of the entities enumerated in Section 1 of this Article, then the rules prescribed in Section 2 of this Article, relating to recognition of ballots, shall apply as may be appropriate to matters relating to recognition of proxies. Each unit owner will be instructed to send the proxy designation and the ballot to the Secretary in a sealed envelope, as hereinbefore described, which must be in the Secretary's custody at least two (2) hours before the time appointed for the meeting, and no sealed envelope with proxy designation shall be opened until the person designated as a proxy registers to vote for himself and for the person granting him the proxy. The Secretary shall have the power to cast any proxy not designated, subject to any specific restrictions in the proxy and/or any absentee ballot; he shall also have the duty to vote any candidates or issues according to the instructions contained in an absentee ballot for which a proxy has been designated but not claimed. A proxy shall be valid only for the specific meeting or meetings specified therein, or for subsequent adjourned meetings thereof.

12. Quorum. Except as may be otherwise provided herein or by statute, forty percent (40%) of the total voting interest shall constitute a quorum for conducting official business and adopting resolutions. If, however, such quorum shall not be present or represented at any meeting by proxy or by absentee ballot, the co-owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. At any given meeting, once the presence of a quorum has been declared, such quorum shall be deemed to be present until the issue of lack of a quorum is raised. If a quorum is no longer present, then the meeting must be recessed or adjourned.

13. Council action. When a quorum is present at any meeting, the vote of a majority of the voting interest present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

14. Order of business. The order of business at all meetings of the Council of Co-Owners shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspectors of election, if applicable; (g) election of Directors, if applicable; (h) unfinished business; and (i) new business.

15. Dispensing with vote. Whenever the vote of the co-owners at a meeting is required or permitted, by any provision of the statutes or of these Bylaws, to be taken, the meeting and vote of co-owners may be dispensed with, if all the co-owners who would have been entitled to

vote upon the action, had such meeting been held, shall consent in writing to such action being taken.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and duties. The affairs and business of the Condominium shall be managed by a Board of Directors, sometimes hereinafter referred to as the “Board,” which may exercise such powers and perform such duties and lawful acts as are not required by statute or these Bylaws to be performed by the Council or others. The Board of Directors shall have the power and authority to adopt rules and regulations from time to time for the administration of the affairs of the Condominium and the enjoyment of its co-owners, provided that no rule or regulation shall be in conflict with the statutes or these Bylaws, and provided further that no rule or regulation shall be so construed as to impair in any manner the lien of any mortgagee or holder of a note secured by a mortgage, deed of trust or other security interest if said rule or regulation is enacted after the execution of said mortgage, deed of trust or other security interest.

2. Responsibilities of the Board. It shall be the responsibility of the Board of Directors:

(a) To provide for the care, upkeep, protection, and maintenance of the common elements of the Condominium, and in connection therewith, to enter into service, employment, and other contracts incident thereto, and to employ, supervise and dismiss employees, agents and attorneys required therefor.

(b) To prepare for submission to the annual meeting of the Council a budget to facilitate the establishment of the amount to be assessed against the co-owners for common expenses.

(c) To collect such assessments, deposit them in a bank or other appropriate depository, and utilize the same for administration of the Condominium.

(d) To obtain insurance as hereinafter provided.

(e) To enforce the provisions of the Master Deed, these Bylaws and any amendments thereto, and such rules and regulations as the Board may issue from time to time, including the right to sue on behalf of the Council and the Condominium.

(f) To establish reasonable reserve funds for emergencies and unforeseen contingencies and the repair and replacement of common elements.

3. Management.

(a) The Condominium, by and through the Board, shall employ for the Council a professional management agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 2 of this Article III. The Board shall not enter into a management agreement with a new managing agent without thirty (30) days prior written notice to and the receipt of written consent from all mortgagees. In no event shall the Board undertake self-management unless all mortgagees have given their prior written approval.

(b) This Section 3 of Article III was adopted as an inducement to all mortgagees to make loans to co-owners purchasing units. In case of a default, any mortgagee may apply to any appropriate court for specific performance of this condition and the Condominium shall be responsible for all costs connected with such action, including reasonable attorney's fee for mortgagee's counsel.

4. Validity of contracts. Any contract or other transaction between the Board and any other legal entity in which any officer or director of the Board has a pecuniary or other interest, or of which he or she is an officer or director, shall be supported by a full disclosure by the interested officer or Director. Without such disclosure, the contract or transaction shall be ruled invalid.

5. [Rev April 1, 1996] 5. Number and Qualification of Directors.

The number of Directors which shall constitute the whole Board shall be not less than three (3) nor more than seven (7).

To be eligible for election to the Board of Directors or for appointment to the Board of Directors for the purpose of completing the unexpired term of a resigning Board member, an individual must be a bona fide resident owner or co-owner of a unit at Lakeside Terrace Condominium. A bona fide resident owner or co-owner of a unit is one whose name appears singularly or together with another co-owner on the deed for the unit in which the resident owner or co-owner currently resides.

6. [Rev Mar 17, 2006] Election and term of office. *Except as otherwise provided in this Section and in Section 13 of this Article, all present and future members of the Board of Directors shall serve for two (2) years from the date of their election until their successors have been elected and hold their first meeting. If not already in place, staggered terms shall be required based upon the results of any election. If any vacancy in the Board of Directors be caused by any*

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reason other than removal of a Director by vote of the Council of Co-owners, that vacancy shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum of said Board, and such appointed Director shall fill the vacancy until a successor is elected by the Council of Co-owners at the end of the term for which the Director's predecessor was elected to serve.

7. 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, providing a majority of the whole Board shall be present.

8. [Rev Mar 17, 2006] Regular meeting. *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 ten (10) 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, electronic mail, or telephone, at least three (3) days prior to the day named for each meeting.*

9. Special meeting. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director. Such notice shall be given personally or by mail, telephone or telegraph, and such notice shall state the time, place 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 three (3) Directors.

10. 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 shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

12. [Reserved.]

13. Removal of Directors. At a regular or special meeting of the Council duly called, any

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Director may be removed by the affirmative vote of a majority of the voting interest present in person or represented by proxy. A successor may then and there be elected to fill the vacancy thus created for the remainder of the term for which the removed Director was elected to serve. Any Director whose removal has been proposed by a co-owner or the Council shall be given an opportunity to be heard at the meeting. The membership on the Board of Directors of any Director who becomes more than sixty (60) days delinquent in payment of any or all assessments made or levied against him and his unit by the Board of Directors as provided in these Bylaws, together with all interest, costs, attorney's fees, penalties, and other expenses, if any, properly chargeable to him and against his unit, shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of the Article.

14. *[Deleted Mar 17, 2006]*

15. Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Council at any special meeting of the Council, a full and clear statement of the business and condition of the Condominium.

16. Fidelity bonds. The Board of Directors may require that all officers, agents and employees of the Council handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

17. *[Added Mar 17, 2006] Unexcused Absence of a Member of the Board of Directors. If a Board member is absent from three (3) successive Board of Directors' meetings, that person shall automatically be removed from the Board of Directors. The Board upon a valid verified showing of an emergency or other valid excuse (medical, etc.) as determined by the Board of Directors may waive this requirement.*

18. *[Added Mar 17, 2006] Code of Ethics.*

(a) Each Board Member shall uphold his or her fiduciary duty to the Council of Co-Owners and shall not engage in any conduct that could threaten or violate that duty.

(b) Subject to confidential matters or discussions, including but not limited to, items discussed in closed meetings as permitted by the Maryland Condominium Act or other applicable law, Board Members shall answer truthfully and completely, to the best of their knowledge, all questions which owners raise about the state of the association or about actions the Board has taken or proposes to take and shall not knowingly misrepresent any facts relevant to the business of the association for the purpose of advancing a personal cause.

(c) All Board Members shall follow the procedural rules set forth for meetings.

(d) All Board Members shall respect the staff and employees of Lakeside Terrace, shall not interfere with their duties and shall not use Lakeside Terrace staff for personal or business projects.

(e) Candidates for the Board shall sign the Code of Ethics and submit with their statements of candidacy acknowledging that it shall be a condition of serving on the Board to sign and abide by the Code of Ethics.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. Two or more offices may be held by the same person, save the President shall not hold any other office.

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

3. Removal of officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by majority vote of the Board of Directors.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Council of Co-owners and the Board of Directors and shall be an ex-officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect.

5. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint a member of the Board to do so on an interim basis.

6. Secretary. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Council and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notice of all meetings of the Council, the Board and committees and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall compile and keep up to date at the principal office of the Council, a complete list of the co-owners and their last known post office addresses. This list shall be open to inspection by all co-owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute books of the Council, containing the minutes of all annual and special meetings of the Council and all sessions of the Board including resolutions adopted thereat.

7. Treasurer. The Treasurer shall have the custody of all funds and securities and shall keep full and accurate records of receipts and disbursements and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.

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

8. Annual accounting. All books and records shall be kept in accordance with good accounting practices on a fiscal year basis beginning the first day of July in each year and the same shall be audited annually by a person or persons to be selected by the Board. The report of such audit shall be made available to the Council.

9. Indemnification. Every Director and every officer of the Council shall be indemnified by the Council against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Council or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board approves such

settlement and reimbursement as being for the best interests of the Council. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE V

OPERATION OF THE PROPERTY

1. *[Rev April 1, 1996] Common expenses. Common expenses, in general, shall include, but not necessarily be limited to, the costs of maintenance, repair or replacement of the common elements, garbage and trash collection, contribution toward lake maintenance, water, sewer and utility service to the common elements, the expenses of administration and management, including, among other things, management fees, casualty and liability insurance premiums, service contracts and employee salaries. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board or its designee, corporate or otherwise, on behalf of all the co-owners, of any unit in the Condominium whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale.*

2. Determination of common expenses and fixing of common charges. At each annual meeting, the Council shall fix and determine the amount deemed necessary to provide for the costs of administration, common expenses, improvements and reserves in the ensuing year, and shall assess said amount against all units in the Condominium in accordance with their individual percentage interests as set forth in paragraph FOURTH of the Master Deed, as amended May 24, 1973 by a second amendment, filed among the land records of Montgomery County (LIBER 4379, FOLIO 861). To assist the Council in determining such amount, the notice of the annual meeting mailed to co-owners shall be accompanied by the budget prepared by the management agent and approved by the Board.

3. Notification of common charges. The Board shall advise all co-owners promptly, in writing, of the amount of common charges payable by each of them, respectively, and shall furnish copies of each budget on which such charges are based, to all co-owners and their

mortgagees.

4. Lien for common expenses. Each co-owner is obligated to pay the charges levied and assessed against his unit for payment of common expenses, and such amount shall constitute a lien against said unit from the day of assessment until the date of full payment. At the option of the Board, said amount shall be made payable in advance, in monthly, quarterly or other convenient installments.

The lien hereinabove set forth shall be inferior only to general and special assessments for real estate taxes and deeds of trust, mortgages, or other encumbrances recorded prior to the date of assessment of said lien, or recorded after receipt of a written statement from the Board that the payments on said lien were current as of the recordation date of such deed of trust, mortgage instrument or other encumbrance.

5. Payment of lien after transfer. Upon the voluntary sale or conveyance of a unit, there shall be paid or provided from the sales proceeds, or by the grantee, an amount sufficient to satisfy any unpaid portion of assessments due and payable as of the date of conveyance. Any purchaser or lender in connection with any such sale or conveyance shall be entitled to a statement furnished by the Board of Directors, setting forth in detail the amount of any unpaid assessment owed by the seller, or borrower, and such purchaser or lender shall be entitled to rely on such statement and shall have no liability for, nor shall the unit be encumbered with an amount of unpaid assessments greater than that shown in said statement. Upon an involuntary sale through foreclosure of a deed of trust, mortgage or encumbrance having a preference, a purchaser thereunder shall not be liable for any installments of such lien as became due subsequent to the recording of such deed of trust, mortgage or encumbrance.

No co-owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of these Bylaws) of such unit. In addition, any co-owner may, subject to the terms and conditions specified in these Bylaws, provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit to the Board of Directors, or its designee, corporate or otherwise, on behalf of all other co-owners, and in such event be exempt from common charges thereafter assessed.

6. Default in payment of lien. In the event of default in the payment of any one or more installments of the assessments established for the payment of common expenses, the Board of Directors may declare any remaining balance of said lien at once due and payable.

The Board shall have the right to impose appropriate late charges, and the duty to take all

appropriate actions and steps to collect any assessments which shall remain unpaid for a period of more than thirty (30) days from the due date thereof. The Board may institute a suit to recover a money judgment for the same, together with interest thereon at a rate not to exceed the maximum rate permitted by law and reasonable expenses or collection, including attorneys' fees, without foreclosing or waiving the lien hereinbefore provided.

7. Lien enforcement. The lien for unpaid assessments may be enforced and foreclosed in such manner as may from time to time be provided by the laws of the State of Maryland for the foreclosure of mortgages and deeds of trust.

Additionally, each co-owner, by the act of acquisition of a unit in the Condominium, irrevocably agrees as follows: That the acquired unit is impressed, not only with the aforesaid lien, but, as well, with a continuing trust for the purpose of enforcing and foreclosing the same; that the persons who shall be serving from time to time as President and Vice President of the Condominium shall likewise during their terms of office constitute the acting and qualified trustees of said trust; that, in the event of a default in the payment of any such unpaid assessment, and the continuation of such default for a period of thirty (30) days, the trustees shall have the right and power to enforce the lien therefor by selling the unit at public auction for such price and upon such terms as the trustees shall deem advantageous and proper, provided that public advertisement of such sale setting forth the terms thereof, shall first be inserted in a newspaper of general circulation in Montgomery County, Maryland, not less than fifteen (15) days preceding the sale; that the trustees shall have the right and power at such sale to convey the said unit in fee simple to a purchaser or purchasers thereof free and clear of any lien for unpaid assessments, and to apply the proceeds (a) in payment of all proper costs, charges and expenses of said proceedings, including attorneys' fees and a trustees' commission, (b) in discharge of any then unpaid and due and payable general or special assessments for real estate taxes, (c) in payment of any then due and payable deeds of trust, mortgages, or other encumbrances, (d) in payment of the lien for unpaid assessments plus interest, and (e) to remit to the former co-owner of such unit any remaining balance; that the Board may purchase such unit at the public auction for the benefit and interest of the co-owners; that the defaulting co-owner waives any notice to quit that may be required by the laws of the State of Maryland, and shall quit and surrender said premises not later than the day set for the sale.

In any action brought by the Board to foreclose a lien on a unit because of unpaid charges, the co-owner shall be required to pay a reasonable rental for the use of his unit and the Board as plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

8. *[Rev Mar 17, 2006] Restrictions on use of units. To assist the condominium in*

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providing for congenial occupancy and the protection of the value of the units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the units. The following shall be deemed prohibited uses or nuisances:

(a) No co-owner or other resident of the Condominium shall post any advertisements or posters of any kind in or about the Condominium except (i) temporary real estate signs not more than four square feet in area advertising a unit for sale or rent, (ii) temporary signs in connection with the repair or renovation of a unit, or (iii) as authorized by the Board.

(b) All units shall be used for private residential purposes except that any units located on the first or ground floor of any building may, to the extent permitted by the Board of Directors and applicable zoning laws and ordinances, be used for professional office space, and except further for such temporary nonresidential uses as may be permitted by the Board of Directors from time to time.

(c) No clothing, laundry, rugs or wash shall be hung from or spread upon or from any patio, window or exterior portion of a unit or upon any common element.

(d) No dogs or animals other than common household pets shall be kept or maintained in any unit. Service animals that comply with applicable laws shall be permitted. Common household pets shall not be kept, bred or maintained for commercial purposes in any unit.

(e) Co-owners and other residents shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb other co-owners.

(f) No co-owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines or air-conditioning units, etc., which protrude through the walls or the roof of the project or is otherwise visible on the exterior of the project except as authorized by the Board.

(g) No elements of the Condominium may be used for any unlawful, immoral or improper purpose.

(h) No nuisances shall be allowed on the Condominium property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.

(i) A co-owner or resident shall not place or cause to be placed in the public walkways, parking lots or other common areas or common facilities, other than a patio or

balcony to which such co-owner or resident has sole access, any furniture, packages or objects of any kind. The public walkways shall be used for no purpose other than for normal transit through them.

(j) No unit, or any portion thereof, may be used for the purpose of a family day care home (i.e., a residence in which care is given to a child in place of parental care for less than 24 hours a day in a residence other than the child's residence, for which the day care provided is paid), whether or not registered in accordance with applicable county, state or federal law.

(k) In the use of the common elements of the Condominium, co-owners and residents shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable rules and regulations adopted by the Board. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

(l) A co-owner or resident shall grant a right of access to his unit to the managing agent and/or any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any deed of trust or mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the co-owner or resident. In case of an emergency, such right of entry shall be immediate whether the co-owner or resident is present at the time or not.

(m) Any owner of a unit may lease said unit for a period of not less than twelve (12) months provided that (i) a fully executed copy of said lease or renewal thereof shall be delivered to the Board of Directors within ten (10) days of execution; (ii) any such lease shall be consistent with the provisions of the Master Deed, these Bylaws, as the same may be amended from time to time, and with the rules and regulations of the Condominium as may be promulgated from time to time; and (iii) that the Board of Directors shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. The terms and restrictions of this paragraph shall not apply to any mortgagee who comes into possession of a unit as a result of a foreclosure sale, other judicial sale or any transfer to the mortgagee in lieu of foreclosure.

9. Abating and enjoining violations by co-owners. The violation of any rule or regulation adopted by the Board of Directors or the breach of any provision of the Bylaws contained herein, or the breach of any provision of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the

co-owner at fault, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

[Added 8-21-89] The dispute settlement mechanism established by the Maryland Condominium Act Section 11-113, Real Property Article, Maryland Annotated Code, as may be amended from time to time, shall not apply to the violation or breach of any rule or regulation adopted by the Board of Directors or any provision of the Bylaws or Master Deed. The Board of Directors may impose reasonable fines, suspend recreational privileges or suspend voting rights (or any combination thereof) where it finds that a unit owner or tenant of a unit owner has violated a rule or regulation or a provision of the Bylaws or Master Deed. Any such sanction may be imposed against the unit owner or the tenant of a unit owner, or both. No fine or other sanction may be imposed without mailing notice of the alleged violation to the alleged unit owner violator (and, if applicable, tenant of such unit owner) and affording the alleged unit owner violator (and, if applicable, tenant of such unit owner) an opportunity for a hearing before the Board of Directors. Such notice shall contain: (a) the nature of the alleged violation; (b) the time and place of the hearing, which time may not be less than 10 days from the date of the notice; (c) an invitation to attend and produce any statement, evidence and witness on his or her behalf; and (d) a description of the sanctions which may be imposed. The Board of Directors may, by policy resolution, supplement the foregoing notice and hearing requirements.

10. *[Rev April 1, 1996] Maintenance and repair. Each co-owner shall be responsible for the care, upkeep, protection and maintenance of his unit, except to the extent that the obligation therefor is imposed on the Board of Directors by Article III, Section 2(a). His responsibility shall include, but shall not be limited to, the following: the interior surfaces of the walls, floors and ceilings; kitchen and bathroom fixtures, appliances and equipment; refrigerator, range and air-conditioning equipment (except air-conditioning compressors located outside the unit, which shall be maintained as a common expense), and those parts of the plumbing, lighting, heating and air-conditioning systems which are wholly contained within his unit or which serve only his unit and no other. Every co-owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the Condominium in its entirety or in part belonging to other co-owners, and every co-owner shall be expressly responsible for any damages and liabilities suffered by other co-owners or by the Council resulting from or caused by said co-owners failure to maintain or repair as herein provided. Each co-owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other co-owners.*

The co-owner of any unit shall, at his own expense, clean and maintain the interior surfaces of all windows of the unit and shall, at his own expense, clean and maintain the interior glass surfaces of all glass entry doors of the unit, including the interior and exterior surfaces of any door leading to any balcony, deck, terrace or patio appurtenant to such unit and designated

on the Record Plat as a limited common element reserved for the exclusive use by the co-owner of a particular unit. The exterior surfaces of all windows and 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 co-owner.

Each co-owner shall promptly report to the Council or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Council. A co-owner shall promptly reimburse the Council for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault or negligence.

Every co-owner shall be responsible for the maintenance of the limited common elements restricted to the use and enjoyment of a particular unit (including, without limitation, any balcony, terrace or patio appurtenant to such unit) and shall keep the same free and clear of ice and snow; in good order, condition and appearance.

11. Alterations, additions and improvements. Whenever in the judgment of the Board of Directors, the general common elements shall require additions, alterations or improvements costing in excess of twenty-five thousand dollar (\$25,000), and the making of such additions, alterations or improvements shall have been approved by a majority of co-owners and by those institutional holders of deeds of trust, mortgages or other security interests representing first liens upon forty-three (43) or more units, the Board shall proceed with such additions, alterations or improvements and shall assess all co-owners for the cost thereof as a common charge. Any additions, alterations or improvements costing twenty-five thousand dollars (\$25,000) or less may be made by the Board without approval of the co-owners or any of the said mortgagees of security interests encumbering units and the cost thereof shall constitute part of the common expenses.

No-co-owner or resident shall make any alterations, additions, or improvements to any portion of the common elements or remove any part or portion thereof; nor shall any co-owner or resident make any additions thereto or do anything which would or might change the appearance or jeopardize the safety or soundness of the structure; nor shall any co-owner make any alteration to the water, gas, heating, electrical, plumbing or air-conditioning systems, or make any structural addition, alteration or improvement in or to his unit, without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request by a co-owner for approval of a proposed structural addition, alteration or improvement in such co-owner's unit, within sixty (60) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any municipal department or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board only, without however incurring any liability on the part of the Board or

any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. All repairs and replacements shall be substantially similar to the original construction and installation.

ARTICLE VI

INSURANCE [title rev Mar 17, 2006]

1. *[Rev April 1, 1996] Authority. The Board of Directors shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board, but in no event less than the amount required by Section 2 of this Article. The insurance premiums purchased by the Board shall be charged as items of common expense. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgage endorsements to all mortgagees of units. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss in excess of One Million Dollars (\$1,000,000.00), to be payable to the Board of Directors, for the benefit of each co-owner and his mortgagee according to his individual percentage interest in the Condominium, as set out in paragraph FOURTH of the Master Deed, as amended May 24, 1973 by a second amendment, filed among the land records of Montgomery County (LIBER 4379, FOLIO 861.)*

Provisions for such insurance shall be without prejudice to the right of each co-owner to insure his own unit for his benefit, but such insurance shall not diminish the liability for the insurance carrier with whom contracts of insurance have been made by the Board on behalf of all co-owners. The Board of Directors at the time of the deposit of such policies and endorsements shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the Master Deed and these Bylaws.

2. *[Rev Mar 17, 2006] Coverage. The Condominium shall be insured, to the extent available, against casualty in a minimum amount equal to the maximum insurable replacement value (i.e. 100% of the replacement cost) thereof (exclusive of excavations and foundations) as determine annually by the Board with assistance of the insurance company affording such coverage. The policy shall cover all the improvements on the property except those made by a co-owner at his expense and shall contain "agreed amount" and "condominium replacement cost" and increased cost of construction and ordinance and demolition endorsements. Such coverage shall afford protection against:*

(a) loss or damage by fire, vandalism, malicious mischief, windstorms, water damage and other hazards covered by the limits of special form (or its successor) and limits of

Fidelity Coverage purchased by the Association shall be in keeping with the guidelines of Fannie

Mae and Freddie Mac. Fidelity shall also extend coverage to management agent, employees, Board of Directors and anyone else having control of funds.

(b) such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Such coverage shall insure the buildings (including all of the units and the bathroom, kitchen and laundry fixtures and equipment initially installed therein by the Grantor together with all air-conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by co-owners) and other Condominium property. The Condominium shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required by the Board which, however, in no event shall be less than one million (\$1,000,000.00) per occurrence combined single limit. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Council as a group, the Board and each individual co-owner. Workmen's compensation insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Board of Directors may obtain such additional insurance coverage as it may in its sole discretion deem advisable and appropriate.

3. [Rev Mar 17, 2006] 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 "Excellent" or better in Best's Insurance Guide or a similar recognized source.

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

(c) All policies shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees.

(d) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore or repair damage or reconstruct 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 Bylaws.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the co-owners, the Council, the Board, the managing agent, if any, and their respective agencies, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(f) Each of the policies of insurance obtained by the Council shall contain provisions (i) that they may not be canceled, invalidated, or suspended on account of the conduct of one or more of the individual co-owners; (ii) that they may not be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Council without a prior demand in writing that the Council cure the conduct of such officer or employee with appropriate time to effect such cure; and (iii) if the Council fails to cure the conduct of an officer or employee within the allotted time, the policies may still not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees, and co-owners.

4. [Rev Mar 17, 2006] Individual policies. *All Unit Owners shall obtain additional insurance (including a “condominium unit-owners endorsement” for improvements and betterments to a unit made or acquired at the expense of the co-owner) at his own expense. Such insurance should contain the same waiver of subrogation provision as that set forth in Section 3(e) of this Article. Each co-owner in the project should 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 unit, additional living expense, 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 co-owner.*

5. [Rev Mar 17, 2006] Insurance Trustee. *The Board of Directors may from time to time designate a bank or trust company or other qualified person in the State of Maryland as Insurance Trustee. All insurance policies purchased by the Board shall be for the benefit of the Council, each co-owner and his mortgagee, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Board of Directors and/or Insurance Trustee. All policies shall provide that adjustment of loss shall be made by the Board or designee with the approval of the Board of Directors and/or Insurance Trustee.*

6. Covenants for benefit of mortgagees. *Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the co-owner entitled thereto, after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:*

(a) Proceeds are to be paid first to repair or restore damage or destruction, as elsewhere provided herein. After defraying the cost of the repair or restoration, all remaining proceeds shall be payable jointly to the co-owners and mortgagees, if any, entitled thereto. This covenant is for the benefit of any mortgagee and may be enforced by him.

(b) If it is determined in the manner elsewhere provided herein that the damage for which the proceeds are paid shall not be repaired or reconstructed, then and in that event, the Project shall be deemed to be owned in common by the co-owners and shall be subject to an action for partition upon the suit of any co-owner or mortgagee in which event the net proceeds of sale together with the net proceeds of any insurance shall be distributed pro rata to the co-owners, after first paying off, out of the respective share of each co-owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the unit of each co-owner. This is a covenant for the benefit of any mortgagee and may be enforced by him.

(c) In making distributions to co-owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Council or Board as to the names of the co-owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Council or Board shall deliver such certificate forthwith. The Insurance Trustee shall not incur any liability to any co-owner, mortgagee, or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

(d) All insurance policies shall continue in force for ten (10) days following notice to the mortgagee of cancellation by either the company or the insured.

7. Reconstruction. If any part of the Condominium shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

(a) Where there is partial destruction of a residential building, which shall be deemed to be destruction which does not render two thirds or more of the units in that building untenable, there shall be compulsory reconstruction or repair of the building.

(b) Where there is total destruction of a residential building, which shall be deemed to be destruction which does render more than two thirds of the units in that building untenable, reconstruction or repair of that building shall not be compulsory unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days following final adjustment, all of the co-owners unanimously vote in favor of such reconstruction or repair.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the Condominium was originally constructed with the proceeds of insurance available for that purpose, if any.

(d) Encroachments upon or in favor of units which may be created as a result of

such reconstruction or repair shall not constitute a claim or basis for action by the co-owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the plans and specifications under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the buildings stand.

(e) [Rev April 1, 1996] If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is borne by the co-owner, then the co-owner shall be responsible for the insurance deductible, if any, that may be payable on a claim for repair or reconstruction of the unit after casualty. In all other instances the responsibility of reconstruction and repair after causality shall be that of the Council.

8. Assessments if insurance is inadequate. Immediately after a casualty causing damage to property for which the Council has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in as good a condition as it was before the casualty. Such costs may include professional fees and premiums for such bonds as the Board desires. If the proceeds of insurance are not sufficient to defray such estimated costs, a special assessment shall be made against all the co-owners in proportion to their aforementioned individual percentage interests in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all the co-owners in proportion to their individual percentage interests in sufficient amounts to provide funds for the payment of such costs.

9. Disbursements. Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds, or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certificate of the Council or the Board.

10. Notice to mortgagees. The Board shall notify (1) the mortgagee whenever damage to the unit covered by the mortgage exceeds one thousand dollars (\$1,000.00) or (2) mortgagees of all units whenever damage to common elements exceeds ten thousand dollars (\$10,000.00).

1. “Mortgagee” and “mortgage”. As used in this title and generally in the Master Deed and Bylaws, the term “mortgagee” includes the holder of a note secured by a deed of trust, mortgage, or other security interest encumbering a unit and recorded among the land records of Montgomery County, Maryland, and the term “mortgage” includes any deed of trust, or other security interest recorded among the said land records.

2. Notice to Board. A co-owner who mortgages his unit, shall notify the Board through the management agent of the name and address of his mortgagee, if any; the Board shall maintain such information in a book entitled “Mortgagees of Units”.

3. Notice of unpaid common charges. The Board whenever so requested in writing by a mortgagee, shall promptly report any then unpaid common charges due from, or any other default by the co-owner of the mortgaged unit.

4. Notice of default. The Board when giving notice to a co-owner of a default in paying common charges or other default, shall send a copy of such notice to each mortgagee whose name and address has theretofore been furnished to the Board. In the event that such default is not cured within thirty (30) days, the Board shall so advise the mortgagee in writing.

5. Examination of books. Each co-owner and each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

ARTICLE VIII

NOTICE

1. Manner of Notice. Whenever any notice is required to be given under the provisions of applicable statutes or of the Master Deed or these Bylaws to any mortgagee, Director or co-owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such mortgagee, Director or co-owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be mailed.

2. Waiver of notice. When any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent

thereto.

ARTICLE IX

AMENDMENT OF BYLAWS

[Added Nov. 29, 1989] Notwithstanding any other provision of these Bylaws or the Master Deed, Article V, Section 8(j) of these Bylaws prohibiting use of a Unit as a family day care home may be amended by a vote of a simple majority of the total eligible voters of the Association. These Bylaws may be amended by the affirmative vote, in person or by proxy, of co-owners representing sixty-six and two thirds percent (66 2/3%) of the total voting interest of the Condominium, or such lesser percentage as may later be permitted by law, at a meeting of the Council called for that purpose; provided, however, that all mortgagees shall be given thirty (30) days written notice of all proposed amendments and that no amendments affecting express rights of mortgagees shall be valid unless approved in writing by all mortgagees. No amendments to the Bylaws shall become effective until recorded among the land records of Montgomery County, Maryland.

ARTICLE X

COMPLIANCE: SEVERABILITY

These Bylaws are set forth to comply with the requirements of the State of Maryland. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provision of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws, shall not be affected thereby and to this end the provisions hereof are declared to be severable.

ARTICLE XI

NOTICE OF ADMINISTRATION

On or before April 15 of each year the Board of Directors shall provide the Department of Assessments and Taxation of the State of Maryland with an updated list of the names and addresses of the Condominium's officers, Directors, managing agent if any, and resident agent, in accordance with the requirements of statute and of the said Department, as they may be amended from time to time.

ARTICLE XII

DEFINITIONS

1. Master Deed. “Master Deed” as used herein, means that certain Master Deed, to which these Bylaws are appended, made the 26th day of March, 1973, by CREATIVE DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Maryland, for the purpose of submitting the property described therein to a horizontal property regime pursuant to Article 21, Section 11-101 et seq. of the Annotated Code of Maryland [1957], as amended, and which Master Deed is recorded among the land records of Montgomery County, Maryland.

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 have in the Master Deed or in Article 21, Section 11-101 et seq. of the Annotated Code of Maryland [1957].