

BYLAWS

6425 293

BY-LAWS

OF

CHARLESTOWNE VILLAGE CONDOMINIUM

7700-8122 Lakecrest Drive, Greenbelt, Maryland 20770

ARTICLE I

NAME AND LOCATION

Section 1. Name and Location. The condominium project, known as Charlestowne Village Condominium, located on the west side of Lakecrest Drive, south of Prince James Way, in the City of Greenbelt, Berwyn District, Prince George's County, Maryland (7700-8112 Lakecrest Drive), has been submitted to the provisions of the Horizontal Property Act of the State of Maryland, and a horizontal property regime has been established therefore, by the Master Deed and Declaration to which these By-Laws are attached.

Section 2. Principal Office. The principal office of the condominium project shall be located at 7766 Lakecrest Drive, Greenbelt, Maryland 20770, or at such other address as the manager may, from time to time, designate by written notice to the Council of Co-owners.

ARTICLE II

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided interest in any lot which is subject by covenants of record to assessments by the Council of Unit Owners, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2. Suspension of Membership. During any period in which a member shall be in default in payment of an annual or a special assessment levied by the Council of Unit Owners, the voting rights of such member in the Council of Unit Owners may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any Rules and Regulations established by the Board of Directors governing the use of a common area and facilities.

Section 3. Applicability of By-Laws. The terms, conditions, provisions and restrictions of these By-Laws are applicable to the condominium project and to the use, occupancy, benefit and enjoyment thereof, and shall inure to the benefit of the co-owners and be binding upon said co-owners, their tenants, guests and other invitees, the agents, servants and employees of such co-owners and be binding upon said co-owners, tenants, guests and invitees, and any other persons, firm or corporation using any facility of the property, except to the extent otherwise provided in paragraph 1 of Article VII of the Deed. The acceptance of any deed, lease, contract or other paper covering any interest in a condominium unit, without further act, shall signify that the By-Laws of the condominium project are approved and ratified and that the person accepting the deed, lease, contract or other paper shall comply with the terms, conditions, provisions and restrictions of the By-Laws.

Section 4. Right of Enjoyment. Each member shall be entitled to the use and enjoyment of the common area and facilities as provided in the Master Deed and Declaration. Any member may delegate his right of enjoyment of the common area and facilities to members of his family, his tenants or contract purchasers, who reside on the property. Such members shall notify the secretary, in writing, of the name of such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the members.

ARTICLE III

COUNCIL OF CO-OWNERS

Section 1. Annual Meetings. The annual meeting of the Council of Co-owners for the election of directors and for the transaction of general business shall be held thirty (30) days before the close of the fiscal year, in every year, at an hour and place within Prince George's County, Maryland, fixed by the Board of Directors or the management agent. If the annual meeting date falls on a Friday, Saturday, Sunday or legal holiday, the meeting shall be held on the first day following which is not a Friday, Saturday, Sunday or legal holiday. Such annual meeting shall be general meetings, i.e., open for the transaction of any business without special notice of such business.

Section 2. Special Meetings. Special meetings of the Council of Co-owners may be called at any time by the management or the Board of Directors, or by a majority of the Co-owners, either by vote or in writing. Upon a written request of a majority of Co-owners, specifying the purpose, delivered to the management agent or Board of Directors, it shall be the duty of the manager forthwith to call a meeting

of the Council of Co-owners. Notice thereof shall be given as provided in Section 3 Article III. No business other than that stated in the notice of the meeting shall be transacted at any special meeting of the Council of Co-owners, however called. Special meetings of the Council of Co-owners shall be held at the principal office of the condominium project within Prince George's County, Maryland, or at such other place as may be fixed by the Board of Directors or the manager.

Section 3. Notice of Meetings. Ten (10) days written or printed notice of every annual meeting or every special meeting of the Council of Co-owners shall be given by the manager to each Co-owner whose name appears as such upon the books of the condominium project at least ten (10) but not more than ninety (90) days prior to such meeting. Such notices of annual or special meetings shall state the place, date and hour of such meetings and, in the case of special meetings shall also state the business proposed to be transacted thereat. Such notice shall be given to each Co-owner by leaving the same with him or her at his or her residence or by mailing it postage prepaid and addressed to him or her at his or her address as it appears upon the books of the condominium. Notice by this method shall be considered as notice served by a Co-owner at any meeting of the members shall be a waiver of notice by him or her of the time, place and purpose thereof.

Section 4. Quorum. At any meeting of the Council of Co-owners, the presence in person or by proxy of twenty-five percent (25%) of the total number of votes appurtenant to all units present by person or by proxy, shall be necessary and sufficient to constitute a quorum for the election of directors or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been completed. In the absence of a quorum, the Co-owners who shall be present in person or by proxy at any meeting may, by vote of majority of such Co-owners, adjourn the meeting from time to time but not for a period of over thirty (30) days at any one (1) time, by announcement at the meeting until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 5. Proxies. Co-owners may vote either in person or by proxy, but no proxy which is dated more than ninety (90) days before the meeting at which it is offered shall be accepted unless such proxy shall on its face name a longer period for which it is to remain in force. Every proxy shall be in writing, subscribed by the Co-owner or by his duly authorized attorney, and shall be dated but need not be sealed, witnessed or acknowledged, each proxy shall be presented at the meeting and be then deposited with the manager.

Section 6. Voting. At every meeting of the Council of Co-owners, every Co-owner shall be entitled to have the vote appurtenant to his unit, as determined under the provisions of the Master Deed and the Declaration, registered in his name on the books of the condominium project on the date for the determination of voting rights at the meeting. Upon demand of ten percent (10%) of the majority (fifty one percent (51%)) of the votes necessary to constitute a quorum, whether in present or by proxy, the votes for Directors, or upon any question before a meeting, shall be by ballot; and except in cases in which it is by statute, by the Deed, or by the By-Laws otherwise provided, the vote of the majority of all Co-owners shall be necessary and sufficient to elect and pass any measure.

Section 7. List of Co-owners. Prior to each meeting of the Council of Co-owners, the manager shall prepare a full, true and complete list in unit number order, of all Co-owners entitled to vote in such meeting, indicating the number of votes to be cast by each and shall be responsible for the production of such list at the meeting.

Section 8. Order of Business. At all meetings of the Council of Co-owners the order of business shall be as follows:

- (1) Roll call and certificate of proxy
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading and disposal of minutes of preceding meeting
- (4) Reports of officers (if any); and/or the manager
- (5) Election of Directors (at annual or special meeting held for such purpose)
- (6) Unfinished business/New business
- (7) Adjournment

In the case of Special Meetings items one (1) through four (4) shall be applicable, and thereafter, the agenda shall consist of the items specified in the Notice of the Meeting.

At all meetings of the Council, Robert's Rules of Order shall govern the conduct of all meetings when not in conflict with the Master Deed, these By-Laws or the "Horizontal Property Act".

6425 297

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Council of Co-owners shall be governed by the Board of Directors comprised of seven (7) persons who must be members of the Council of Co-owners.

Section 2. Powers. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council of Co-owners 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:

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 law and the provisions of these By-Laws and the Master Deed.
- (b) Establishment, collection, use and expenditure 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 or dismissal of the personnel necessary for the good working order of the Condominium project and for the proper care of the general or 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 requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the general limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general limited common elements by unit owners all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed.

6425 293

- (e) To lease, grant licenses, easements, rights of way and other rights of use in all or any part of the common elements of the condominium project.
- (f) To purchase condominium units in the condominium project and to lease, mortgage or convey the same subject to the provisions of these By-Laws and the Master Deed.
- (g) To enforce the provisions of the "Horizontal Property Act", the Master Deed, By-Laws and Rules and Regulations of the Council of Co-owners against any unit owner or occupant; and
- (h) Generally, to exercise all powers set forth in the "Horizontal Property Act" not specifically delegated to the Council of Co-owners and the Master Deed or By-Laws and to do every other act not inconsistent with law, which may be appropriate to promote and obtain the purposes set forth in the "Horizontal Property Act", the Master Deed or By-Laws.

Section 3. Election and Term of Office. The election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the unit owners present at any meeting in person or by proxy. There shall be no cumulative voting. All Directors shall be elected for terms of two (2) years.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council of Co-owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person shall be a Director until a successor is elected by the Council of Co-owners at the next annual meeting to serve out the unexpired portion of the terms.

Section 5. Removal. At a regular meeting of the Council or a Special Meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of the majority of the Council of Co-owners and a successor may then and there be elected to fill the vacancy thus created and to serve for the remainder of his term. Any director whose removal has been proposed by the Council of Co-owners shall be given an opportunity to be heard at the meeting.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be open to all members; provided that members who are not Directors may not participate in any deliberation or discussions at such regular meetings unless

6425 299

expressly so authorized by a vote of majority of the quorum of the Board of Directors. Regular meetings may be held at such time and place within the Project (or at a place as close thereto as possible) as shall be determined, from time to time by a resolution adopted by a majority of a quorum of the Directors; provided, however, that such a meeting shall be held at not less frequently than quarterly. Notice of the time and place of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, or telephone at least seventy-two (72) hours prior to the date named for such meeting.

Section 7. Special Meetings. Special Meetings of the Board of Directors shall be open to all members, provided that members who are not Directors may not participate in any deliberation or discussions at such special meetings, unless expressly so authorized by a vote of a majority of the quorum of the Board of Directors. Special Meetings may be called by the President or, if he is absent or refuses to act by the Vice President or by any two (2) Directors. At least three (3) days notice shall be given to each Director, personally or by mail, or telephone, which notice shall state the time, place and the purpose of the meeting.

Section 8. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of a 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 is less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period of over ten (10) days at any one (1) time, without notice other than by announcement at the meeting, until a quorum shall attend. At any such reconvened meeting as originally called may be transacted without further notice if a quorum is present. All questions shall be decided by a majority of the Board of Directors present, but on request of any Director a vote shall be taken and filed with the minute records of the Council.

Section 9. Informal Action. The Directors shall have the right to take any action in the absence of a meeting, which they could take in a meeting. Any action so approved shall have the same effect as though taken at a meeting of the Directors, and the result of which shall be filed with the records of the Association.

Section 10. Compensation. No compensation shall be paid to Directors for their services as Directors.

Section 11. Fidelity Bonds. The Board of Directors shall procure and maintain adequate fidelity bonds for all officers and employees of the condominium project, including the manager, handling or responsible for any funds be deemed

CLERK OF THE
CIRCUIT COURT

AMENDMENT TO THE BY LAWS OF
CHARLESTOWNE VILLAGE CONDOMINIUM

The following Amendment is being made to the By Laws by the Association as a result of a special meeting of the Board of Directors held on APRIL 15, 2003, ~~2001~~. This Amendment was approved by an affirmative vote of a majority of the Board of Directors and with the approval of two-thirds (2/3) of the owners in the development, by vote in person or proxy.

Accordingly, Article IV, Section 10 of the By Laws is hereby amended by deleting the current language and inserting and adding the following:

"Section 10 Compensation: As of MAY 1, 2003, ~~2001~~, any of the members of the Board of Directors who meet the following criteria will be eligible to receive a 10% discount on his/her monthly condominium assessment only. This discount will only be available after the following criteria is met:

1. The person must have been a director continuously for a period of at least one year during the two-year term.
2. The person must have attended all of the monthly meetings except when unable due to an excused absence such as a conflict with a work schedule, illness, etc. The other Board members will make the determination of an excused absence and this notation will be made in the Board Minutes.
3. The person must have attended and completed the one-day course entitled "The ABC's of Being a Board of Director Member" (or such other similar ~~RECORDING FEE~~) within the past 5 years. 10.00
4. Any Board Member who does not want the 10% monthly discount will be excluded when/if the request ~~is~~ be excluded is submitted in writing to the Management Company. 15.00
5. The 10% monthly discount will begin in the first full month of the second year of the Board member's term after he/she qualifies. 10.00
6. Any issues with regard to this criteria being met and the discount being available will be decided by the agent for the Management Company and the other Board members. Their decision in this regard will be final. 10.00

RECORDING FEE
TOTAL
Rest PG03 Rest # 15653
10% # 1724
10:36 am

Because the Board members give unselfishly of their time and efforts to try to make positive changes that will increase the value of the property, to provide a better curbside appearance in the development, to make the community a safer place to live, and to provide many other services to the owners and the community, this discount is being approved.

IN WITNESS WHEREOF, the said Charlestowne Village Condominium has caused this Amendment to be executed in its corporate name, by its President, with its corporate seal hereto affixed, attested by its Secretary on the date above first written and shall be recorded on the land records of Prince George's County.

ATTEST:

CHARLESTOWNE VILLAGE
CONDOMINIUM ASSOCIATION

Sue Schultz
, Secretary

By: Larry G. Brown
, President

6425 300

a common expense. The premiums on such bonds shall constitute a common expense.

ARTICLE V

OFFICERS

Section 1. Executive Officers. The executive officers of the condominium project shall be a president, a vice president, a secretary and a treasurer, each of whom shall be a member of the Board of Directors (unless there be only three (3) directors, in which event the treasurer need not be a Director), and such other officers as the Board from time to time considers necessary for the proper conduct of the affairs of the condominium project. The executive officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Directors at its first meeting following the annual meeting of the Council of Co-owners. Each such officer shall hold office for term of one (1) year, and thereafter, until his successor is elected and qualified, or until his death, resignation or removal. The powers and duties of the executive officers of the condominium project shall be subject to the powers of any manager employed by the Council of Co-owners or the Board of Directors, to the extent set forth in the contract of employment of such manager.

Section 2. President. The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council of Co-owners and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the President of the corporation, including but not limited to the power to appoint committees from among the Council from time to time as may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Council of Co-owners. The President shall, subject to the control of the Board of Directors have general supervision, direction and control of the business of the Association. The President shall be ex-officio a member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws.

Section 3. Vice President. In the absence, inability or disqualification of the President, the Vice President shall have the right to perform all acts incident to the office of the President, and when so acting shall have all powers of the President.

Section 4. Secretary. The Secretary shall keep or cause to be kept the minutes of the meeting of the Council of Co-owners and of the Board of Directors in books provided for the purpose; he shall see that all notices are duly given in

6425. 301
accordance with these provisions of the By-Laws; he shall be the custodian of the records of the condominium project; and, in general, he shall have the right to perform all acts ordinarily incident to the office of the secretary, and such other acts as, from time to time, may be assigned to him by the Board of Directors, or by the President.

Section 5. Treasurer. The Treasurer shall have the responsibility for the funds and securities of the Council of Co-owners and shall be responsible for keeping full and accurate records of all receipts and disbursements (or causing the same to be kept) in books belonging to the Council. He shall be responsible for causing the deposit of all monies and other valuable effects in the name, and to the credit of the Council of Co-owners and such depositories as may from time to time be designated by the Board of Directors.

Section 6. Removal. The Board of Directors shall have power at any regular or special meeting to remove any officer, with or without cause, and such action shall be conclusive on the officer so removed. The Board may authorize any officer to remove subordinate officers.

Section 7. Vacancies. The Board of Directors at any regular or special meeting shall have power to fill a vacancy occurring in any office for an unexpired portion of the term.

ARTICLE VI

LIMITED LIABILITY AND INDEMNITY OF OFFICERS AND DIRECTORS

No officer or director of the condominium project shall be liable to any Co-owner for any mistake in judgment, negligent or otherwise, unless attributable to willful misconduct or bad faith. Further, no officer or director shall be personally liable for any agreement made by such officer or the Board of Directors on behalf of the Council of Co-owners of the condominium project; and subject to the limitation hereinafter set forth, the Co-owners shall indemnify and hold each officer of the project and each member of the Board of Directors harmless from and against all personal liability under any agreement, provided such agreement is made in good faith and in accordance with the provisions of the Deed and of these By-Laws.

The responsibility or liability of any Co-owner to any third party, any office of the condominium project, or to the members of the Board of Directors, under any contract made by such officer or the Board, or under any indemnity to the officers or Directors on account thereof, shall not exceed his percentage interest factor of the total liability. Further, each agreement made by the officers of the

condominium project or by the Board of Directors on behalf of the Council of Co-owners or the Board are acting solely as agent for the Co-owners and that the responsibility or liability of each Co-owner upon said agreement shall not exceed such portion of the total liability under the contract as shall equal the interest of such Co-owner in the common elements (his percentage interest factor).

ARTICLE VII

MANAGER

The Council of Co-owners of the Board of Directors, on behalf of the Co-owners, may employ a manager to administer or supervise the condominium project, and delegate to such manager all powers conferred upon the Board under Section 2 of Article III of these By-Laws, so that the manager shall thereupon have all the rights and powers of the Board necessary to the administration of the affairs of the condominium project and to do and perform all matters, acts and things not expressly reserved to the Council of Co-owners, provided, however, that no assessment or levy of any common expense, and no adoption or amendment of any rule or regulation for the condominium project, shall take effect until approved by the Board of Directors. Further, any and all duties of any officer of the condominium project, including the President, may be delegated to the manager.

Upon the employment of a manager by the Council of Co-owners, or the Board of Directors, as aforesaid, then the powers conferred upon the Board, under Section 2 of Article III hereof, and upon the executive officers of the condominium project, under Sections 2, 3, 4 and 5 of Article V of these By-Laws, shall be subject to the powers of the manager, to the extent set forth in its contract of employment.

The fee or other compensation payable to the manager, including reimbursement of any cost or expenses advanced or incurred by the manager for or on account of the condominium project, shall be deemed a common expense of the Co-owners.

ARTICLE VIII

COMMON EXPENSES

Section 1. Assessments. The fiscal year for operation of the condominium project shall consist of twelve (12) calendar months, commencing on May 1. Not later than the fifteenth day of March in each such year, the Board of Directors shall estimate the total common expenses required for the operation and maintenance of the condominium project

6425 303

during the ensuing year, including particularly, but not by way of limitation, all sums required to provide labor, materials, services, utilities and insurance for the operation, maintenance, and care of the property and the conveniences deemed desirable to the use and enjoyment thereof, together with a reasonable amount deemed necessary by the Board of Directors as an operating reserve for contingencies and a reserve for repair and replacement of the common elements, and within fifteen (15) days thereafter, shall notify each co-owner, in writing, of the aggregate estimated common expenses for the coming fiscal year and such Co-owner's proportional share thereof, based on his percentage interest factor. On or about the succeeding fifteenth day of April, the Board shall finally determine and assess the common expenses, and formally levy against each Co-owner his share thereof, in accordance with his percentage interest factor, by noting the assessment and levy on the books of the Condominium project and submitting a written billing to the Co-owner for the sum due by him. . The assessment levied against each Co-owner under the provisions of this Section shall constitute a lien against his condominium unit as of the first day of May following the levy of the assessment.

The failure or delay of the Board of Directors to prepare an estimate or determine the common expenses for any year, or notify any Co-owner of the total common expenses for the condominium project, or of such Co-owner's proportionate share of the common expenses shall not in any manner constitute a waiver or release of the Co-owner's obligation to pay his share of the common expenses whenever the same may be determined or assessed. In the absence of an annual determination of the common expenses or a formal assessment against the Co-owners, each Co-owner shall constitute to pay the monthly sum due by him on the first day of the last month of the last fiscal year in which an assessment of levy has been made.

Section 2. Reserve Funds. The Board of Directors shall establish and maintain a reasonable reserve operating fund and a reserve repair and replacement fund. Such fund shall be conclusively deemed to be a common expense. Such reserves shall be deposited in a special account, but may be invested in obligations fully guaranteed as to principal by the United States of America. Reserve funds are for the purpose of defraying extraordinary expenditures not originally included in the determination of common expenses; making repairs and replacements to the common elements; and for operating contingencies of a non-recurring nature. Any amounts allocated to the reserve for replacements may be reduced or suspended by appropriate resolution of the Board of Directors, upon accumulation of such reserve for replacements of such amount as the Board of Directors shall, from time to time, consider sufficient to meet the reserve requirements of

the Council of Co-owners. The proportionate interests of any owner in any reserve for replacements shall be considered an appurtenance of his/her condominium unit and shall not be separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

Section 3. Additional Assessments. In addition to the monthly assessments as prescribed under Section 1 of this Article, each Co-owner shall also receive an assessment based upon their portion use of gas by his unit. If the Board of Directors at any time determines that the common expenses assessed under the provisions of Section 1, or the reserve funds established and maintained under Section 2 of this Article VIII, are inadequate, or that additional funds are otherwise required for the operation and maintenance of the condominium project, it may assess such further sums, as common expenses, as it may deem necessary and levy the same against each Co-owner in accordance with his percentage or interest use factor. The assessment levied against each Co-owner under the provisions of this Section shall constitute a lien against his condominium unit as of the fifteenth day after levy of the assessment and notice thereof to the Co-owners.

Section 4. Payment of Common Expenses. Each Co-owner shall be obligated to pay to the Board of Directors, or its designee, the common expenses levied against him by the Board of Directors under the provisions of Section 1 or Section 3 of this Article VIII or otherwise as follows:

(a) The annual assessment levied under the provisions of Section 1 of this Article VIII shall be paid in twelve (12) equal successive monthly installments, each equal to one-twelfth (1/12) of the annual assessment, commencing on the first day of May of the fiscal year for which levied, and continuing on the first day of each and every month thereafter until fully paid; provided, however, that upon default in the payment of any installment of said assessment on its due date, the entire unpaid principal balance thereof may be accelerated, at the option of the Board of Directors, so that said entire assessment shall forthwith be due and payable.

(b) Any additional assessment levied under the provisions of Section 3 of this Article VIII, or otherwise, shall be due and payable fifteen (15) days after the date of levy of such assessment and notice thereof to the Co-owner, or at such other time or times as may be provided by the Board of Directors in making the assessment.

Section 5. Collection of Common Expenses. If there be any default in payment of common expenses levied pursuant to these By-Laws or any installment thereof which is not paid on

6425 305

the date when due, it shall then be delinquent and shall, together with interest thereon and the costs of collection thereof as hereinafter provided, thereupon become a continuing lien upon the condominium unit or units belonging to the members against whom such assessment is levied and shall grant to the Council of Co-owners a security interest for the payment of such expenses and shall bind the condominium unit or units in the hands of the then owner, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of the "Horizontal Property Act" and these By-Laws. The personal obligations of the unit owner 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 therein and by the "Horizontal property Act" created to secure the same.

Any assessment levied pursuant to these By-Laws or the Master Deed or any installment thereof, which is not paid within fifteen (15) days after it is due, shall empower the Board of Directors to have the immediate right to:

1. Institute suit for collection of the sum due, with interest thereon from the date when due until paid at a rate not to exceed eighteen percent (18%) per annum; or entitle the Council of Co-owners to bring an action to foreclose the lien the condominium unit or units then belonging to said member in a manner now or hereafter provided for the foreclosure of such liens in the State of Maryland. In either of such events, interest, costs, late charges and reasonable attorney's fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

In the event any proceeding to foreclose the lien for any assessment due the Council of Co-owners, pursuant to this Article is commenced with respect to any condominium unit or units in the Project, then, the owner of such condominium unit or units, upon resolution of the Board of Directors, may be required to pay a reasonable rental for such unit or units, and the Council of Co-owners shall be entitled to the appointment of a receiver to collect the same.

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 the Council of Co-owners, including any installment thereof which becomes delinquent in any permanent location within the project.

The foregoing enumeration of the rights of the Board of Directors is made in furtherance, and not in limitation, of

the rights and remedies conferred by law upon the Board of the Council of Co-owners to collect the common expense or enforce any lien against the unit of a defaulting Co-owner, and is not intended, by mention of any particular right or remedy, to limit or restrict the Board of Directors, which shall have all powers and rights necessary or convenient for collection of the common expenses.

Section 6. NOTICE. The provisions of this Article VIII shall be deemed notice as to the existence of a security interest in favor of the Council of Co-owners for the enforcement of the lien for common expenses and utility usage.

ARTICLE IX

BOOKS AND RECORDS

The Board of Directors shall keep the books of the condominium project, with detailed accounts in chronological order, noting all receipts and expenditures affecting the property and its administration, and specifying the maintenance and repair expenses of the common elements and any other expenses incurred. A separate account shall be maintained for each condominium unit, showing the amount of each assessment of common expenses against each unit, the date or dates same may be due, the amount paid thereon, and the unpaid balance thereof. The books, together with all bills, statements and vouchers accrediting the entries made thereupon, shall be available for examination by the Co-owners, their duly authorized agents, attorneys or mortgagees at normal business hours. All books and records of the condominium project shall be kept in accordance with good accounting practice, and an outside audit shall be made at least once a year.

A written report summarizing all receipts and expenditures of the condominium project shall be rendered annually by the Board of Directors to the Council of Co-owners. Promptly after the close of each fiscal year, an annual report of the receipts and expenditures of the condominium project, certified by an independent accountant, shall be rendered by the Board of Directors to each Co-owner and any mortgagee thereof by the board of Directors to each Co-owner and any mortgagee thereof requesting the same.

In addition to keeping the foregoing financial books and records, the Board of Directors shall keep detailed records of its actions, minutes of its meetings and minutes of meetings of the Council of Co-owners.

6425 307

ARTICLE X

INSURANCE

Section 1. Protective Policies. The Board of Directors, with the approval of a majority of the Co-owners, shall procure and maintain, in its name, or the name of the manager or other designee, as agent or trustee for the benefit of the Council of Co-owners who shall be deemed parties insured, policies of insurance in stock insurance companies licenses to do business in the State of Maryland, to the extent obtainable, as follows:

(a) A policy or policies insuring the buildings against loss, damage or destruction by fire or other casualty, including lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicle, falling object, smoke, malicious mischief, vandalism, collapse through weight of snow, ice or sleet, water, and other similar casualty, in an aggregate amount equal to the full insurable replacement value of the building, without regard to depreciation. The policy or policies, unless otherwise insuring the condominium units against loss, damage or destruction, shall have a contingent or conditional endorsement, with limits equal to the replacement value of the condominium units, providing for payment by the insurer of a sum sufficient for restoration of each unit to a tenable condition, in the event that the owner thereof shall fail or refuse to restore his unit within a reasonable time after loss, damage or destruction of such unit, by fire or other casualty insured against. In lieu of the foregoing insurance, the Board of Directors may procure and maintain such other insurance against loss, damage or destruction of the common elements and the condominium units, as shall be given substantially equal or greater protection to the Co-owners, as their interest may appear.

(b) Such insurance as the Board of Directors may deem advisable for the protection of the other common elements, such as machinery, equipment and other personal property of any kind or nature.

(c) Such insurance as will protect the Council of Co-owners, and each Co-owner, from claims under workmen's compensation acts and other employee benefit acts.

(d) Such insurance as will protect the manager, the Board of Directors, the Council of Co-owners and each Co-owner, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to property, and or all of which may arise out of or result from ownership of any interest in the condominium project or the management or operation of said condominium project, or because of any injury or damage sustained on or attributable to the property, including the ownership, maintenance or use of the

6425 308

parking areas, driveways and sidewalks on or abutting the property. It is intended that the insurance described in this subparagraph be a comprehensive general liability policy endorsed to protect each Co-owner and the Council of Co-owners against all liability arising out of or otherwise attributable to the property, including operation of the premises, and parking areas thereon, products liability, liability attributable to work or other act of an independent contractor, or let or sublet work, landlords-tenants liability, and contractual liability. further, the insurance shall cover the liability of onw or more Co-owners as parties insured to one or more of the remaining Co-owners, through also parties insured. Such public liability insurance shall be in the limit of at least \$300,000.00 for injuries or damages sustained by any one person, \$1,000,000.00 for injuries or damages sustained by two or more persons in any on accident, and \$50,000.00 for property damage. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(e) In all events, each policy of insurance procured under this Section 1 of Article X shall containe a waiver of the insurer's subrogation rights against each Co-owner, and a waiver of any defense maintainable by the insurer by reason of any act of neglect of any Co-owner, whether before or after the loss, damage or destruction may occur. further, each policy of insurance shall provide that any Co-owner in his own right may procure other insurance, fir, casualty, liability or otherwise, and that such other insurance shall in no way serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer. Each policy of insurance procured under paragraphs (a) or (b) of this Section 1 shall state that the exclusive right and authority to adjust losses under the policy shall be vested in the Board of Directors.

(f) Each Co-owner shall furnish such information and execute such application forms as may be required of him in order to procure and maintain any policies of insurance provided for by this Section 1 of Article X. Additionally, each Co-owner shall notify the Board of any addition, alteration or improvement made in or to his unit, so that the Board may procure other or additional insurance on account of same, if deemed necessary to advisable.

Nothing provided in this Article X shall prejudice the right of any Co-owner to insure his condominium unit on his account and for his own benefit; or to insure himself against liability to others. If the Co-owner, however, shall procure fire or other causalty insurance covering his condominium unitor his interest in the condominium project, he shall file with the Board of Directors a duplicate of the insurance policy.

6425 309

Section 2. Disbursement of Insurance Proceeds. The proceeds of any fire or casualty insurance policy procured under the provisions of paragraph (a) or (b) of Section 1 of this Article X shall be applied or disbursed as follows:

(a) If not more than two-thirds (2/3) of the building is destroyed, or if the Co-owners unanimously agree to reconstruct the building which is more than two-thirds (2/3) destroyed, the proceeds of all insurance policies shall be applied to repair, restore and reconstruct the common elements destroyed by the casualty insured against and thereafter, if there be any surplus, to repair or restore the condominium units damaged by said casualty, or, if insufficient to repair or restore all units damaged, then to payments among the Co-owners, pro-rata, in accordance with the loss, harm and damage sustained by each. If the proceeds of insurance are insufficient to cover the cost of necessary repair, replacement or restoration of the common elements, such excess costs shall be paid by the Council of Co-owners as a common expense, upon special assessment therefore and levy therefor by the Board of Directors against each Co-owner in accordance with his percentage interest factor.

(b) If more than two-thirds (2/3) of the building is destroyed, and all the Co-owners fail to agree upon reconstruction of same, the proceeds of all insurance policies shall be paid as follows: If three-fourths (3/4) of the Co-owners shall waive and terminate the horizontal property regime so that the restriction against partition and division of the Co-ownership shall no longer apply, the property shall be deemed vested in all the Co-owners, as tenants in common, in accordance with the percentage interest factor of each, and the proceeds of all insurance shall be divided among said Co-owners, pro rata, in accordance with the percentage interest factor of each; but if three-fourths (3/4) of the Co-owners shall fail to waive and terminate the horizontal property regime so that the restraint against partition and division of the Co-ownership shall remain in full force and effect, the proceeds of all insurance shall be divided among the Co-owners, pro rata, in accordance with the loss, harm and damage sustained by each Co-owner. In each instance, all liens on the unit of any Co-owner shall first be paid out of the share of the proceeds payable to such Co-owner.

Section 3. Building. For the purposes of this Article X, the term "building" shall maintain his unit in good order, condition and repair. For the purpose of this Section, the term "unit" shall include the water and sewerage pipes or drains and other plumbing fixtures and facilities, the heating and air conditioning apparatus and equipment, the gas, electric and telephone installations and doors, windows and glass in said unit, whether or not the foregoing

constitute part of the common elements. Further, each Co-owner shall be responsible for all damage caused to the common elements or to any other unit by reason of his failure to maintain his unit in accordance with the provisions of this Section.

ARTICLE XI

MAINTENANCE OF THE PROPERTY

Section 1. Common Elements. Except to the extent otherwise provided in Sections 2 and 3 of this Article XI, the Board of Directors shall maintain the common elements in good order, condition and repair, and the cost thereof shall be assessed to the Council of Co-owners as a common expense. Further, the Board of Directors may make any addition, alteration, or improvement in or to the common elements provided that not less than ten (10) days notice of intent to make the same is furnished to each Co-owner and provided further that no such addition, alteration or improvement costing more than \$25,000.00 shall be made without prior approval of a majority of the Co-owners or if the expenditure is in excess of fifteen percent (15%) of the budgeted amount of the annual proposed budget. In all instances, the costs of any addition, alteration or improvement shall constitute a common expense assessable to the Council of Co-owners.

Section 2. Terraces, Patios and Balconies. Except to the extent otherwise provided in Article III of the Master Deed and Declaration, the owner of a condominium unit from which a terrace, patio or balcony is solely accessible shall maintain such terrace, patio and balcony in good order, condition and repair and keep the same free and clear of snow, ice and any accumulation of water. No terrace, patio or balcony shall be enclosed, decorated, landscaped, covered by any awning or otherwise covered without the written consent of the Board of Directors.

Section 3. Condominium Unit. Each Co-owner, at his own expense and cost, shall maintain his unit in good order, condition and repair. For the purpose of this Section, the term "unit" shall include the water and sewerage pipes or drains and other plumbing fixtures and facilities, the heating and air conditioning apparatus and equipment, the gas, electric and telephone installations and doors, window and glass in said unit, whether or not the foregoing constitute part of the common elements. Further, each Co-owner shall be responsible for all damage caused to the common elements or to any other unit by reason of his failure to maintain his unit in accordance with the provisions of this Section.

Section 4. Structural Improvements. No Co-owner shall make any structural addition, alteration, or improvement in or to his unit, without first procuring from the Board of Directors its written authorization therefore. The Board's approval of a proposed structural addition, alteration or improvement in the unit shall be deemed granted if, within sixty (60) days after receipt of a written request therefore, setting forth the plans and specifications of the proposed addition, alteration, or improvement, the Board of Directors shall fail to deny said request.

Section 5. Public Utility Services. Water is furnished to all condominium units and the common elements through one (1) or more meters held by the Co-owners in common, and the Board of Directors shall promptly pay, as a common expense, all charges for such water, and all sewer service, charges related to the consumption of water. All gas charges shall be allocated to each unit owner in proportion to that unit's consumption thereof and shall be payable by each unit Co-owner through a special assessment payable each month by the Co-owner. Failure to pay any assessment for gas services shall subject the unit owner to any and all remedies available for the collection of assessments as set forth in these By-Laws. Electricity is furnished to the common elements through a separate meter designed for the property held in common, and the Board of Directors shall pay, as a common expense, the cost of electricity consumed or used for such common elements. However, electricity furnished to condominium units using separate meters and each Co-owner shall promptly pay for all electricity furnished to this unit.

ARTICLE XII

STORAGE LOCKERS

The Board of Directors shall assign a designated storage locker to each Co-owner for his exclusive use, subject to reasonable rules and regulations adopted by the Board of maintenance and operation of the basement storage lockers. The storage locker assigned to each Co-owner shall be located in the basement of the building containing his unit. There shall be no change in or revocation of any assignment of a designated storage locker without the consent of the Co-owner or owners affected thereby.

ARTICLE XIII

RESTRICTIONS, RULES AND REGULATIONS

For the purpose of creating and maintaining a uniform scheme of development and operation of the condominium project for the benefit of each Co-owner, his respective

6425 312

heirs and assigns, the property and each condominium unit shall be held subject to the following terms, conditions, provisions and restrictions:

(a) Real estate sale signs may be erected for the sale of any condominium unit, provided that the hole in the lawn created by the sign post is no larger than 16 square inches.

(b) Any condominium unit may be used as the office of a physician, dentist, architect, attorney or other professional person for the practice of such profession, provided that the physician, dentist, architect, attorney or other professional person is authorized to maintain the office under the Zoning Laws and Regulations applicable in Prince George's County. No advertising sign or device, however, shall be displayed, except a flat, ornamental, non-illuminated sign, not exceeding one square foot in area, may be placed against the exterior of the building for each office permitted under the provisions of this subparagraph. The property shall not be used for any of the purposes set forth in this paragraph without the written consent and approval of the Board of Directors being first had and obtained.

(c) No condominium unit shall be occupied by more than one family, consisting of not more than: two adults, or one adult and one child, in any one-bedroom unit; two adults and two children in any two-bedroom unit; and three adults, or two adults and three children, in any three-bedroom unit. For the purpose of this subparagraph, the term "adult" shall be deemed to mean and include any person, except a child, and the terms "child" shall be deemed to mean and include any person who has not attained the age of twenty-one (21) years.

(d) Each Co-owner shall have the privilege of leasing or renting his/her/their condominium unit on one or more occasions by means of one or more separate lease agreements, provided that:

(1) The sum of the terms of all such lease agreements adding the original term and all extensions and renewals of one lease to the original term and all extensions and renewals of each and every other lease -- shall not exceed two (2) years during the period of the Co-owner's ownership.

(2) Each such lease agreement shall not be for a term of less than 30 days.

(3) All such lease agreements shall be in writing, dated and signed by the Co-owner/landlord and the tenant or tenants.

(4) A copy of each such lease agreement shall be filed with the Board of Directors within ten (10) days after it is signed or becomes effective, whichever occurs first.

(e) The Board of Directors shall have the discretion, power and authority to enlarge the two year limitation set forth in paragraph (d)(1) above, with respect to one or more Co-owners on a case-by-case basis, in situations where the Board determines, in its sole discretion, that the imposition of said two year limit causes or would cause severe hardship to any Co-owner.

(f) The provisions of paragraphs (a) and (b) above shall be applied only prospectively to future leases and tenancies of all types, including but not limited to: leases for years; leases from year to year; leases from month to month; tenancies at will; and tenancies at sufferance.

(g) Parking areas on the land may be maintained and operated only for the parking of private, non-commercial automobiles, which may be parked only in a space or area provided for the parking of automobiles. Repairs to vehicles must be completed in one day and must not result in oil leakage. The Board of Directors shall manage the parking areas so as to provide a minimum of one (1) parking space for each unit, to be available for use at all times.

2. No noxious or offensive trade or activity shall be carried on upon the property or in any condominium unit, nor shall anything be done upon the property or in any unit which may be or become a violation of any health, fire, police, or other governmental law, rule or regulation, or a nuisance or annoyance to the Co-owners or neighborhood. Any violation of any law, order, rule, or regulation or requirement of any governmental authority or agency shall be remedied by and at the sole cost and expense of the Co-owner or Co-owners whose unit or units are the subject of such violation.

3. No noise, disturbing to the Co-owners, shall at any time be made upon the property or in any condominium unit, and nothing shall be done or permitted to be done in or about the property, or any unit, that interferes with, obstructs or violates the rights, reasonable comforts or convenience of the Co-owners.

4. Nothing shall be kept in any condominium unit which may in any way increase the rate of fire insurance on the building or common elements beyond the rate established therefore when and as used for the purposes permitted under the Deed and By-Laws; and further, nothing shall be done or permitted to be done that will conflict with any fire law, rule or regulation; specifically, but not by way of limitation, no gasoline or other highly inflammable material or substance shall be kept in any condominium unit or storage locker.

5. No cat, dog, bird, monkey or other animal or fowl shall be kept upon the property without the written consent of the Board of Directors, which consent shall not unreasonably be withheld; nor shall any such animal or fowl, despite prior consent, be retained after notice from the Board of Directors to remove it from the property for a reasonable cause, stated in the notice. pets must be licensed, leashed and curbed in designated areas.

6. The walkways, halls, stairways, driveways and parking areas shall be used for ingress and egress only; children shall not be permitted to play therein or thereon nor shall same be used in any manner for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, except for not more than twenty-four (24) hours, when awaiting removal.

7. No portion of the common elements shall be in any manner, defaced, nor shall same be utilized for the making of connections of any sort for radios, televisions, or other devices or equipment of any kind, all of which connections are specifically prohibited except to the ordinary outlets furnished within condominium units, and except additional electric outlets which may be installed with the consent of the Board of Directors. Further, the common elements shall be used only for the purposes for which same were installed and none of said common elements shall be loaded or taxed beyond the capacity for which designed.

8. No clothes washer or dryer, or air conditioning unit or appliance, or ventilating fan, shall be installed in any condominium unit without the written consent of the Board of Directors, who shall have the right to impose a reasonable charge therefore to cover additional wear and tear and the use of additional water and gas.

9. No vermin, insect, or other pests shall be allowed to remain in any condominium unit, nor shall any such unit be permitted to remain in an unclean or unsanitary condition. In order to assure compliance with this subparagraph, the Board of Directors, its agents, servants, employees and contractors may enter any room or any unit in the building, at any reasonable hour of the day, after reasonable notice, for the purpose of the inspecting such room or unit for the presence of any vermit, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermine, insects, or other pests.

10. Neither clothing, curtains, rugs, towels, or other articles shall be shaken from or on the window, doors, terraces, patios, balconies, or walkways, nor shall anything be placed or hung on outside window or balcony sills, ledges or railings, or thrown from doors, windows or balconies, nor shall any signs of any kind be displayed upon the property

6425 315

except to the extent permitted under paragraph 1 of this Article. Further, no cooking shall be permitted on any balcony, or outside a dwelling unit, except in a space or area designated for cooking purposes by the Board of Directors.

11. No Co-owner shall violate any rule or regulation now or hereafter adopted by the Board of Directors, manager or a majority of the Council of Co-owners for the safety, care, maintenance, good order and cleanliness of the property, including rules and regulations applicable to parking, deliveries by or to the Co-owners, and moving of furniture of furnishings into or out of condominium units.

12. all of the aforesaid restrictions, rules and regulations shall be held and construed to run with and bind the property and each condominium unit located thereon, and all owners and occupants of such units, their respective heirs and assigns, forever. Said restrictions, rules and regulations shall inure to the benefit of and be enforceable by the Council of Co-owners, the Board of Directors, or any Co-owner against anyone violating or attempting to violate any of said restrictions, rules or regulations. Enforcement may be by appropriate legal proceedings, either an action at law for damages, or a suit in equity to enjoin a breach or violations, or enforce performance, of any restriction, rule or regulation. Further, the Board of Directors, for itself, its agents, servants, employees and contractors, after notice to a Co-owner of any breach or violation of any restriction, rule or regulation within his unit and his failure to correct the same within a reasonable time thereafter, shall have the right to enter the condominium unit of the defaulting Co-owner and, at his expense, summarily abate or remove the breach or violation occurring in his unit. Any Co-owner who violates any of the above restrictions, rules or regulations shall be liable for attorney's fees, costs or other expenses incurred in the enforcement thereof which shall also be enforceable as a lien against the violating Co-owner's unit.

ARTICLE XIV

ARBITRATION

If there is a dispute between the Board of Directors or the manager of the condominium project on the one part, and any Co-owner on the other part, the same shall be submitted to arbitration upon agreement of both parties. Either party shall then have the right to notify the other party that it is invoking the arbitration provisions of these By-Laws, as herein provided. The party initiating the arbitration shall set forth in its written notice the desire to invoke the arbitration provisions of this Article, and shall specify the name and address of the arbitrator selected to represent the

party initiating the arbitration and the matter to be arbitrated. Within seven (7) days after receipt of such notice, the other party to the dispute shall specify by written notice to the party invoking arbitration, the name and address of the arbitrator to represent it. Within five (5) days after the designation of the second arbitrator, the two so designated shall name the third arbitrator by their joint agreement. If the party requested to name its arbitrator by their joint agreement fails to do so within the time limited, or if the two arbitrators fail to agree within (5) days after appointment of a second arbitrator, as to a third arbitrator, then the one or two designated arbitrators, as the case may be, shall then request the then Chief Judge of the Circuit Court for Prince George's County or his designee to designate an arbitrator or arbitrators so that there will be three (3) arbitrators. A decision of the majority of the arbitrators shall be final, conclusive and binding upon both parties. The controlling decision shall be in writing, signed by the arbitrators making same, and shall briefly state the grounds therefore, and shall fix and allocate the cost of the proceedings between the cost of the proceedings between the parties.

ARTICLE XV

MORTGAGES

Section 1. Notice to the Board of Directors. Each Co-owner who conveys his unit by way of any mortgage shall give written notice thereof to the Board of Directors, setting forth the name and address of his mortgagee and submitting a conformed copy of his mortgage and the note secured thereby, if any. The Board of Directors shall maintain all mortgage information in a book or other record designated "Mortgage Book".

Section 2. Notice and Information to Mortgagee. The Board of Directors shall furnish to each mortgagee of record in its "Mortgage Book", a copy of any default or other notice given by said Board to the owner of the mortgaged unit.

Further, upon a written request of any mortgagee therefore, the Board of Directors shall furnish to such mortgagee, any information to which the owner of the mortgaged unit may be entitled, including information as to the status of any assessment, the payment of common expenses, performance of any obligation imposed under the Deed of these By-Laws, or any default of any kind or nature which may exist or be outstanding on the part of the Co-owner.

6425 317

ARTICLE XVI

RESIDENT AGENT

The name and address of the Resident Agent of the condominium project shall be filed with the Department of Assessments and Taxation of the State of Maryland. Said agent may be changed from time to time by a majority of the Board of Directors, all in the same manner and to the same extent as resident agents are now replaced for corporations.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Notice. All notices required or permitted to be given under the Deed or these By-Laws shall be deemed to be properly served if sent by registered or certified mail: to the Board of Directors, c/o Manager of Charlestowne Village Condominium, 7766 Lakecrest Drive, Greenbelt, Maryland 20770; to each unit owner, at his unit, Charlestowne Village Condominium, Lakecrest Drive, Greenbelt, Maryland 20770; and to the Mortgagee of any Co-owner at the address thereof furnished to the Board of Directors, but any Co-owner or Mortgagee may, by written notice to the Board of Directors, stipulate a different address.

Section 2. Waiver. The failure of the Council of Co-owners, or any Co-owner, or the Board of Directors, or the manager, in any one or more instances, to enforce or otherwise insist upon the strict performance of any restriction, condition, obligation or provision of these By-Laws, or the failure of any such party to exercise any right, shall not be construed as a waiver or relinquishment for the future, whether in the same or in any other instance or occasion, of the benefit of such restriction, condition, obligation, provision or right, but the same shall remain in full force and effect.

Section 3. Captions. Captions are inserted in these By-Laws as a matter of convenience and to facilitate reference to the provisions hereof. Said captions are not intended to define, describe or limit the scope of these By-Laws, or any term, condition, or provision hereof, and shall have no effect whatsoever in resolving any construction or interpretation of the By-Laws.

Section 4. Amendment of By-Laws. these By-Laws shall not be changed, modified, supplemented or rescinded except by the consent and approval of two-thirds (2/3) of the Co-owners, and no change, modification, supplement or rescission hereof shall take effect unless evidenced by an appropriate written instrument or instruments executed by two-thirds (2/3) of the Co-owners, and recorded among the proper Land Records of Prince George's County.

Section 5. Invalidity. If any term, condition, or provision of these By-Laws is held or determined to be invalid, the validity of the remainder of the By-Laws shall not be affected thereby, but shall continue in full force and effect, as fully and to the same extent as if the invalid terms, conditions or provision had not been included herein. These By-Laws are designated to comply with and properly supplement the Horizontal property Act and the Master Deed and Declaration establishing the horizontal property regime and, if there be any conflict between the By-Laws and any term, condition or provision of the Horizontal Property Act, or between these By-Laws and the Deed, the provision of the Act or Deed, as the case may be, shall prevail and control.

6425 319

STATE OF MARYLAND :
: SS:
COUNTY OF PRINCE GEORGE'S :

I/We ELIZABETH JAY and PAUL J. CAPOTOSTO,

President and Secretary of Charlestown Village Condominiums,
whose principal office is located at 7766 Lakecrest Drive,
Greenbelt, Maryland 20770 hereby certify that the attached
By-Laws as amended were approved by the affirmative vote of
Unit Owners of the Council of Co -Owners of Charlestown Village
Condominium having 66 2/3% or more of the votes of those
qualified to vote.

I/We hereby certify that we are the person(s) authorized
by the By-Laws of Charlestown Village Condominium to count votes
of Unit Owners at the annual meeting of the Council of Co-Owners
and that the same were approved by the required percentage of
votes.

Elizabeth Jay, President

Paul J. Capotosto, Secretary

Date:

9/11/82

KATHLEEN D. DAVIS
NOTARY PUBLIC
My Commission Expires: July 1, 1990