

LIBER 599 PAGE 52
EXHIBIT B
CASA DEL SOL CONDOMINIUM
BY LAWS
ARTICLE I
GENERAL PROVISIONS

Section 1. Condominium Submissions. The Project which is all of the land more particularly described on Exhibit A attached hereto and made a part of the Declaration to which these By-Laws are appended, has been declared and constituted a Condominium Property Regime by said Declaration, and shall be governed by said Declaration, these By-Laws, the Rules and Regulations adopted pursuant thereto and by the applicable laws of the State of Maryland.

Section 2. Application. The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. All present and future 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 Declaration, these By-Laws, and the applicable laws of the State of Maryland. The acceptance of a Deed of Conveyance or the entering into of a lease or the act of occupancy of a Unit shall conclusively establish the acceptance and ratification of these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, by the person so acquiring, leasing or occupying a Unit and shall constitute and evidence an agreement by such person to comply with the same.

Section 3. Definitions. Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration or The Real Property Article, Section 11-101, et. Seq. of the Annotated Code of Maryland.

ARTICLE II
COUNCIL OF UNIT OWNERS

Section 1. Constitution. There is hereby constituted the Council of Unit Owners, sometimes herein referred to as the "Council", which shall be comprised of every person, firm, or corporation which owns, severally or with others, any Condominium Unit within the Condominium. The Council shall be an unincorporated body.

Section 2. Powers. The Council shall have all of the powers and may do all the things and acts necessary for and related to the administration of the affairs of the Condominium, not inconsistent with the laws of the State of Maryland, including but not limited to the following:

1. To transact its business, and exercise its powers in any State, Territory, District or Possession of the United States.
2. To make contracts and guarantees, incur liabilities and borrow money, sell, mortgage, lease, pledge, exchange, convey, transfer, and otherwise dispose of any part of its property and assets.
3. To acquire by purchase or in any other manner to take, receive, own, hold, use, employ, improve and otherwise deal with any property, real or personal, or any interest therein.
4. To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes set forth in the Declaration and these By-Laws, and to take and hold real and personal property as security for the payment of funds so invested or loaned.

Section 3. Voting. Voting at all meetings of the Council, in person or by proxy shall be on a Unit basis and a Unit Owner shall be entitled to cast the number of votes appurtenant to his Unit as established by the Declaration. In the case of multiple ownership of a Unit, the appurtenant votes for that Unit shall be divided among the several owners of the Unit (for voting purposes only) on a per capita basis, unless a different version is effected by one or more proxies. The Owner of a leasehold interest in a Unit, the lease for which contains the right of redemption of the fee interest in such Unit shall be deemed the Owner for all voting purposes; provided, however, that such lessee shall have no power, without the concurring vote of the fee simple reversion Owner, to act or vote upon any matter reducing or altering the rights of such fee simple Owner,

pursuant to the terms of his lease or as otherwise existing according to law, or amending or terminating the Condominium Declaration. Other than lessees under leases above described, no other lessee, lien holder, mortgagee, pledgee, or contract purchasers shall have any voting rights with respect to the affairs of the Condominium. An Owner shall be deemed to be in "Good Standing" and "entitled to vote" at any annual meeting or at any special meeting of the Council, if, and only if he shall have fully paid all assessments made or levied against him and his Unit, by the Directors as hereinafter provided, together with all interests, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

Section 4. Majority of Owners. As used in these By-Laws, "Majority of Owners" means Unit Owners representing that number of votes which equals or exceeds fifty-one percent (51%); and "two-thirds of the Owners" means Unit Owners representing that number of votes which equals or exceeds sixty-six and two-thirds percent (66-2/3rds%) of all the votes established in accordance with the Declaration.

Section 5. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 4 of this Article shall constitute a quorum.

Section 6. Proxies. At all meetings of the Council votes may be cast in person or by proxy. Proxies must be filed, in writing, with the Secretary before the appointed time of each meeting, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating; and all such proxies shall be valid only for a maximum period of one hundred eighty (180) days following the date of issuance, unless granted to a mortgagee, or lessee as defined in Section 3 of Article II.

Section 7. Mailing Address of Council. The mailing address of the Council of Unit hereof, or at such other address as may be designated from time to time by notices, in writing, to all Unit Owners.

ARTICLE III ADMINISTRATION

Section 1. Council.

- A. Council Responsibilities: The Council shall be responsible for the overall policy and administration of the Project, but, except as otherwise provided in these By-Laws or by statute, shall act by and through its elected Board of Directors. The Council shall have the responsibility of electing the Board of Directors, seeing that the Board of Directors maintains a current roster of names and addresses of each Unit Owner, prepares an annual budget, establishes monthly assessments and arranges for the management of the Project and if requested by the Council or by a mortgagee or mortgagees holding liens on a majority of the Units then and in either event the Board of Directors shall arrange for the professional management of the Projects.
- B. Place of Meeting: Meetings of the Council shall be held at the principal office of the Condominium or such other suitable place convenient to the Council as may be designated by the Board of Directors.
- C. Annual Meetings: The first annual meeting of the Council shall be held on November 5, 1977. Thereafter, the annual meetings of the Council shall be held on the first Saturday that is not a legal holiday in the month of November of each succeeding year; and if such date shall be a legal holiday then such meeting shall be held on the next succeeding business day. At such meetings there shall be elected, by ballot of the Unit Owners, Directors in accordance with the requirements of Section 2 of Article III of these By-Laws and the Owners may also transact such other business of the Council as may properly come before them.
- D. Special Meetings: It shall be the duty of the President of the Council, elected in accordance with the provisions of Article IV hereof, to call a special meeting of the Council when directed to do so by a duly adopted resolution of the Board of Directors or upon presentment to the President or Secretary of a petition signed by thirty (30%) percent of the Unit Owners requesting such a meeting. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

- E. Notice of Meetings: It shall be the duty of the Secretary of the Council elected in accordance with the provision of Article IV hereof to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least fifteen (15) days but not more than thirty (30) days prior to such meeting. The mailing or delivery of a notice in the manner provided in this Section shall be considered notice served.
- F. Adjourned Meetings: If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, without notice other than announcement at the adjourned meeting, until a quorum shall be present or represented. At such 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.
- G. Order of Business: The order of business at all meetings of the Council 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) report of committees, (f) election of the inspectors of election, if applicable, (g) election of Directors, if applicable, (h) unfinished business, and (i) new business.
- H. Validity of Contracts: No contract or other transaction between the Council and any other legal entity, and no act of the Council, shall in any way be effected or invalidated by virtue of the fact that any of the Officers or Directors of the Council are pecuniarily or otherwise interested in, or are Directors or Officers of such other legal entity.

Section 2. Board of Directors.

- A. Number and Qualification: The affairs of the Council shall be governed by a Board of Directors composed of five (5) persons, and all Directors shall be Unit Owners or persons having a Unit ownership interest "In Good Standing" and any person designated as a representative of any interest held by a corporation, partnership, as tenants in common, joint tenants, or tenants by the entirety, "in Good Standing" shall for this purpose be deemed to have a Unit ownership interest. The following persons shall serve as Directors from the date hereof until their successors have been duly elected or appointed as hereinafter provided in Paragraphs B and C of this Section 2, namely: P. L. Goud, John T. Williams, John P. Mudd, Robert J. Lagas and Frank M. Weinberger.
- B. Election and Term of Office: At the first annual meeting of the Council the term of office of two Directors shall be fixed for three (3) years. The terms of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors shall have been elected by the Council.
- C. Vacancies: Vacancies in the Board of Directors caused by any reason other than removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum of said Board; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Council.
- D. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Council 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 Council, and such duties shall include but not be limited to the following:
- (a) provide for the operation, care, up-keep, maintenance and surveillance of the Common Elements and services of the Project;
 - (b) preparation of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

- (c) making assessments against the Owners, based upon the annual budget, to defray the costs and expenses of the condominium, establishing the means and methods of collecting such assessment from the Owners, and establishing the period of the installment payment of such assessments. Unless otherwise determined by the Board of Directors, the annual assessment against each Owner for this proportionate share of the Common Expenses shall be payable in equal monthly installments; each such installment to be due and payable in advance on the first day of each month for said months;
 - (d) collection of the Common Assessments from the Unit Owners, including collection by legal means, if necessary;
 - (e) designation, hiring, dismissal, and control of the personnel necessary for the maintenance, operation and good working order of the Project and the Common Elements;
 - (f) adoption and amendment of Rules and Regulations covering the details of the operation and use of the property, subject to the right of the Owners to over-rule the Board of Directors;
 - (g) opening of bank accounts on behalf of the Condominium and designation of signatories required therefor;
 - (h) obtaining of insurance for the property, including the Units pursuant to the provisions of these By-Laws;
 - (i) making of alterations, repairs, additions and improvements to, and restoration of the property in accordance with the other provisions of these By-Laws;
 - (j) enforcing, by legal means, the provisions of the Declaration, these By-Laws and the Rules and Regulations, and bringing any proceedings which may be necessary to institute, on behalf of the Owners,
 - (k) paying the costs of all authorized services rendered to the Condominium and not chargeable to Owners of individual Units;
 - (l) keeping books with detailed accounts, in chronological order, of the receipts and expenditures affecting the property, and the administration of the Condominium, specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duty authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium. The cost of such audit shall be a Common Expense;
 - (m) notifying the mortgagee of any Unit of any default by the Owner of such Unit whenever requested in writing by such mortgagee to send such notice;
 - (n) to do such other things and acts, not inconsistent with the laws of the State of Maryland, and with the Declaration, which it may be authorized to do by a resolution of the Council.
- E. Removal of Directors: At any regular or special meeting of the Council duly called, any one or more of the Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

- F. Organization Meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place and time 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.
- G. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by mail, telephone, or telegraph, at least three (3) business days prior to the day named for such meeting.
- H. Special Meetings: Special meetings of the Board of Directors may be called by the President on three (3) business 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 (as hereinabove provided) and the purposes of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of at least three (3) Directors.
- I. 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.
- J. 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, at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- K. Fidelity Bonds: The Board of Directors may require that all Officers 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.
- L. Compensation. No member of the Board of Directors shall receive any compensation from the Condominium for acting as such.
- M. Managing Agents. The Board of Directors may employ for the Condominium a professional managing agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in paragraphs (a), (d), ((e), (h), (i), (k), (l), (m) and (n) of Paragraph D of Section 2 of this Article. The Declarant or an affiliate of the Declarant may be employed as managing agent.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary and a Treasurer, all of which shall be elected by the Board of Directors. The Directors may appoint assistants and such other officers as in their judgment may be necessary. The President and Vice President shall be members of the Board of Directors and all other officers may be, but are not required to be, members of the Board of Directors.

Section 2. Election of Officers. The Officers of the Council shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board of Directors at any of its regular or special meetings.

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

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

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

Section 6. Secretary The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board of Directors may direct; and he shall count votes at all meetings of the Council and the Board of Directors, and in general perform all the duties incident to the office of Secretary.

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

Section 8. Agreements, Contracts, Etc. All agreements, deeds, contracts, leases and other instruments of the Condominium shall be executed by the President or Vice President and Secretary or Assistant Secretary or such other person or persons as the Board of Directors may designate.

Section 9. Compensation of Officers. No Officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V
LIABILITY and INDEMNIFICATION
OFFICERS and BOARD OF DIRECTORS

The Officers and members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the Officers and Directors from and against all contractual liability to others arising out of contracts made by the Officers and the Board of Directors on behalf of the Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Officers and the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners. It is also intended that the liability of any Unit Owner arising out of any contract made by the Officers or the Board of Directors or out of the aforesaid indemnity in favor of the Officers and the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his Percentage Interests bears to the Percentage Interests of all of the Unit Owners. Every agreement made by the Officers and the Board of Directors or by the Managing Agent on behalf of the Unit Owners shall, if obtainable, provide that the Officers and the members of the Board of Directors, or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that such Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Percentage Interests bear indemnify any person who was or is a party or is threatened to be made a party to any threatened,

pending or completed action, suit or proceeding by reason of the fact that he is or was a Director, or Officer, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in the best interest of the Unit Owners.

Neither the Council or the Board of Directors shall be liable for any failure to obtain or provide services to or for any Unit, or for injury or damage to person or property caused by the elements or by the Owners of any Condominium Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council and the Board of Directors shall not be liable to the Owner of any Condominium Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of Common Expense Assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Condominium Unit, or from any action taken by the Council or the Board of Directors to comply with any law, ordinance or with the order of directive of any municipal or governmental authority.

ARTICLE VI BUDGET, CHARGES, and ASSESSMENTS

Section 1. Charges and Assessments. The Council, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium and, for the benefit of the Condominium Units and the Owners thereof, shall enforce the provisions hereof and shall pay out of the Common Expense Fund herein elsewhere provided for, the following:

- (a) the cost of providing water, sewer, garbage and trash collection, electrical, and other necessary utility service for the Common Elements and to the extent that the same are not separately metered or billed to each Condominium Unit, for the Condominium Units;
- (b) the cost of fire, extended coverage and liability insurance on the Condominium and the cost of such other insurance as the Council may effect;
- (c) the cost of the services of a person or firm to manage the Project to the extent deemed advisable by the Board of Directors together with the services of such other personnel as the Board of Directors shall consider necessary for the operation of the Condominium;
- (d) the cost of providing such legal and accounting services as may be considered necessary to the operation of the Condominium;
- (e) the cost of painting, maintaining, replacing, repairing and landscaping the General Common Elements and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Board of Directors or the Council to paint, repair, or otherwise maintain the interior of any Condominium Unit or any fixtures, appliances, or equipment located therein;
- (f) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Council is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Common Elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Condominium Unit or Units, the cost thereof shall be specially assessed to the Unit Owner or Unit Owners thereof in the manner provided in Subsection (g) of Section 1 of this Article;

- (g) the cost of the maintenance or repair of any Condominium Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance or value of the Condominium or is otherwise in the interest of the general welfare of all Owners of the Condominium Units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Condominium Unit proposed to be maintained and provided further that the cost thereof shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Condominium Unit at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects as provided in these By-Laws;
- (h) any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the Common Elements rather than the interests of the Owner of any individual Condominium Unit.

Section 2. Preparation and Approval of Budget. Each year on or before December 1st, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary and required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the Unit Owners of all related services as provided in Section 1 of this Article. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Condominium, a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall send to each Unit Owner a copy of the budget on or before December 15th, preceding the fiscal year to which the budget applies, and if the Board of Directors deem it advisable, the assessment made against each Unit Owner for each fiscal year shall set forth separately such Unit Owner's share of the total assessment allocated to normal and recurring expense of administration, management, operation and repair, and the amount of the total assessment allocated to each category or reserves included in the budget. The said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until such new annual or adjusted budget shall have been mailed or delivered and thereafter all subsequent monthly payments shall be as provided by such new annual or adjusted budget. The budget, as defined in this Section, for the period from the date of commencement of the Condominium and ending on December 31, 1977 shall be the budget prepared by the Declarants for the Condominium and assessments shall be levied against the Unit Owners during said period as hereinafter provided based upon said budget.

Section 3. Assessment and Payment of Common Charges. The Board of Directors shall assess the Common Expenses, based upon the budget adopted as aforesaid, among the Unit Owners according to their respective Percentage Interests as set forth in the Declaration and each such assessment shall be a lien against the Unit to which it applies and all Unit Owners shall be obligated to pay the Common Expenses so assessed by the Board of Directors in twelve (12) equal monthly installments on the first day of each month beginning with the first day of the first month of the fiscal year for which the budget applied or at such other time or times as the Board of Directors shall determine. Any amount accumulated in excess of the amount required for actual expenses and reserves shall in the discretion of the Board of Directors either be returned to the Unit Owners in accordance with each Unit Owner's Percentage Interests as set forth in the Declaration or applied to the reduction of the next monthly installment or installments due from the Unit Owners under the current fiscal years' budget until exhausted.

Section 4. Reserves. The Board of Directors, in its discretion, may build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. If the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Council of Unit Owners.

Section 5. Special Assessments. In addition to the regular assessments authorized by these By-Laws, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that two-thirds (2/3rds) of the Unit Owners assent to such assessment at a duly called meeting of the Council, the notice of which shall have set forth the purpose of the meeting.

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

Section 7. Default in Payment of Assessment. Upon default in the payment of any assessment the delinquent Unit Owner shall be obligated to pay interest at the maximum legal rate on such charges from the due date thereof to the date of payment together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought; to collect such unpaid assessment and if any such delinquent assessment, (including accelerated installments) is not paid within thirty (30) days after written notice and demand is made, then and in that event the amount due and payable as aforesaid shall become a lien secured against the Unit owned by the defaulting Unit Owner and the Council or Board of Directors shall be entitled to enforce the payment of said lien according to the laws of the State of Maryland.

The Board of Directors may post a list of Unit Owners who are delinquent in the payment of any assessment or other fees, which may be due, including any installment thereof which becomes delinquent, in any prominent location within the Condominium.

The Board of Director shall notify the holder of any mortgage secured on a Condominium Unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Condominium Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days and in any case where any suit or other action to enforce any obligation of any Unit Owner is undertaken by the Board of Directors, provided the holder of such lien has previously notified the Board of Directors that it is the holder of a lien on such Unit, but failure to give any such notice shall not affect the validity of the lien for any assessment levied pursuant to these By-Laws.

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

- (a) general and special assessments for real estate taxes on the Condominium Unit; and
- (b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Condominium Unit prior to the assessment of the lien thereon or duly recorded on said Unit after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Section 9. Subordination and Mortgage Protection. Notwithstanding any other provision hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any Condominium Unit (and any penalties, interest on assessments, "late charge" or the like) shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage upon such Unit made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Condominium Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Condominium Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such indebtedness, secured by a mortgage recorded prior to recordation of such amendment, unless the holder thereof shall join in the execution of such amendment.

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

Section 10. Additional Default. Any recorded first mortgage secured on a Condominium Unit in the Project shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to these By-Laws, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not effect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 8 or Section 9 of this Article shall not be altered, modified or diminished by reason of such failure.

ARTICLE VII INSURANCE

Section 1. Insurance Coverage. The Board of Directors shall obtain and maintain, to the extent reasonably available the following insurance coverage:

- (a) casualty or physical damage insurance in an amount equal to the full replacement value (i. e., 100% of "replacement cost") of the Condominium Project, including each Condominium Unit, with an "agreed amount" endorsement and a "Condominium replacement cost" endorsement without deduction or allowance for depreciation (said amount to be re-determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:
 - (i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for Common Expenses with respect to Condominium Units during any period of repair or reconstruction;
 - (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including but not limited to, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and
- (b) public liability insurance with a "Severability of Interest" endorsement in such amounts and in such forms as may be considered appropriate by the Board of Directors including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the ownership and/or use of the Condominium Project or any portion thereof; and
- (c) workmen's compensation insurance to the extent necessary to comply with any applicable law; and
- (d) such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be required by law or which may be considered appropriate by the Board of Directors.

Section 2. Insurance Limitations. Any insurance obtained pursuant to the requirements hereof shall be subject to the following provisions:

- (a) all policies shall be written, insofar as reasonably available, with a company or companies licensed to do business in the jurisdiction where the Project is located with a rating equal or comparable to a rating of "A + AAAA" or better in Best's Insurance Guide;
- (b) exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Council of Unit Owners may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee", provided, however, that no loss under any insurance policy shall be compromised or settled, either by the Board of Directors or the Insurance Trustee, without the prior written consent of the mortgagee holding first mortgages on the Units for which such claim has been made;
- (c) in no event shall the insurance coverage obtained and maintained pursuant to the requirements hereof be brought into contribution with insurance purchased by the Owners of the Condominium Units or their mortgagees, as herein permitted, and any "no other insurance", or similar clause in any policy obtained by the Council pursuant to the requirements of this Article shall exclude such policies from consideration;
- (d) all policies shall provide that such policies may not be cancelled, or substantially modified without at least ten (10) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the Condominium Units. All policies shall further provide that such policies may not be cancelled for non-payment of premiums without at least ten (10) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the Condominium Units;
- (e) all policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any insurance Trustee);
- (f) all policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Condominium, the Board of Directors, the Owner of any Condominium Unit and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured;
- (g) all policies shall contain the standard mortgagee clause, except that any loss or losses payable to named mortgagees shall be payable in the manner hereinafter set forth in this Article. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.

Section 3. Individual Insurance Policies. The Owner of any Condominium Unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "Condominium Unit-Owner's Endorsement") for improvements and betterments to the Condominium Unit made or acquired at the expense of the Unit Owner) at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2 (f) of this Article. The Declarant recommends that each Owner of a Condominium Unit in the Project obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Condominium Unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "Condominium Owner's Endorsement" covering losses to improvements and betterments to the Condominium Unit made or acquired at the expense of the Unit Owner.

Section 4. Endorsements, Etc. The Board of Directors, at the request of any Owner of a Condominium Unit in the Project or at the request of the mortgagees of any such Condominium Unit, shall promptly obtain and forward to such Unit Owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such Unit Owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent; and (d) proof of payment of premium for any such policy or policies; and the Board of Directors may, at its discretion, make a nominal charge for furnishing such information, except for the initial request for such information.

Section 5. Insurance Trustee. All insurance policies purchased by the Board of Directors shall be for the benefit of the Council and the Unit Owners and the mortgagees of the Condominium Units as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance Trustee. Such insurance Trustee shall be any bank with trust powers or any other qualified subsidiary of a bank or savings and loan association, as may be designated by the Board of Directors of the Condominium and approved by the mortgagees holding first mortgages on not less than fifty-one (51%) percent of the Condominium Units. The insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein elsewhere provided.

Section 6. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- (a) Expense of the Trust. All customary expenses of the insurance Trustee shall be first paid or provision made therefore.
- (b) Reconstruction or Repair. In the event the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as herein elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to or credited to the Unit Owners in proportion to their Percentage Interests as set forth in the Declaration and any balance due to Unit Owners shall be paid to the unit Owners and their respective mortgagees (if any) as their interests may appear. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by such mortgagee.
- (c) When Damaged Area is not to be Restored. In the event it is determined in the manner herein elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, then the remaining proceeds shall be paid to the Unit Owner in proportion to their Percentage Interests as set forth in the Declaration and any balance due to Unit Owners shall be paid to the Unit Owners and their respective mortgagees (if any) as their interests may appear as hereinafter provided in Section 7, Paragraph (d). This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by such mortgagee.

Section 7. Repair or Reconstruction after Fire or Other Casualty

- (a) In the event of damage to or destruction of the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the damaged area, substantially in accordance with the original Plan and Specifications, (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units), and the Board of Directors shall, under the direction of the insurance Trustee, arrange for the disbursement of the proceeds of all insurance policies. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Condominium Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners shall be in proportion to the Owner's respective Percentage Interests as set forth in the Declaration. Said funds shall be paid to the insurance Trustee for disbursement as hereinafter set forth;

- (b) Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility for restoration and repair, the insurance Trustee shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the insurance Trustee may reasonably require;
- (c) The proceeds of insurance collected on account of casualty, and the sums received by the insurance Trustee from collection of assessments against Unit Owners on account of such casualty, if any, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
 - (i) if the amount of the estimated costs of reconstruction is less than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided in the following paragraph (ii);
 - (ii) if the estimated cost of reconstruction and repair of the building or other improvements is more than Ten Thousand Dollars (\$10,000.00) then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Maryland and employed by the insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, material men, the architect, or other persons who have rendered services or furnished materials in connection with the work, (a) that the sum requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (b) that there is no other outstanding indebtedness known to the said architect for the services and materials described, and (c) that the cost as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.
- (d) Restoration not Required. In the event the Condominium is damaged or destroyed by fire or other casualty to the extent of two-thirds (2/3rds) of its then replacement cost and all of the Unit Owners do not promptly and unanimously resolve to proceed with repair or reconstruction, then and in that event the Condominium shall be deemed to be owned in common by the Owners of all of the Condominium Units in the same proportions as their Percentage Interests as established in the Declaration, and the Condominium shall be subject to an action for partition at the suit of the Owner of any Condominium Unit or the holder of any lien thereon, in which event the net proceeds of sale together with the net proceeds of any insurance paid to the Board of Directors shall be considered as one fund and shall be divided among the Owners of all the Condominium Units in the same proportion as their Percentage Interests as previously established in the Declaration after first paying out of the share of the Owner of any Condominium Unit, to the extent such share is sufficient for the purpose, all liens upon said Condominium Unit.

ARTICLE VIII OPERATION OF THE PROPERTY

Section 1. Abatement and Enjoinment of Violation by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any By-Law contained herein or the breach of any provision of the Declaration shall give the Board of Directors or their authorized agents, the right, in addition to any other rights set forth in these By-Laws; (a) to enter the Unit in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof; and the Board of Directors shall not thereby be deemed guilty in any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 2. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance, or inspection for same, required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger of life or property, the Council, the Board of Directors, the Manager or Managing Agent, through their duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Unit Owner or occupant, to enter any Condominium Unit at any hour considered to be reasonable under the circumstances.

Section 3. Easements for Utilities and Related Purposes. The Board of Directors is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and/or welfare of the Owners of the Condominium Units.

Section 4. Maintenance and Repair.

- (a) Duty to Maintain. Except for maintenance requirements herein imposed on the Council, the Owner of any Condominium Unit shall, at his own expense, maintain the interior and exterior of his Condominium Unit and any and all equipment, appliances, or fixtures therein situate, and its other appurtenances (including, without limitation, any yard, terrace, patio or other facility appurtenant to such Condominium Unit and/or reserved for the exclusive use of the Owner of a particular Condominium Unit), in good order, condition and repair, free and clear of ice and snow and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Condominium Unit and such appurtenances. In addition to the foregoing, the Owner of any Condominium Unit shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, water heaters, filters, heating and air-conditioning equipment, lighting fixtures, refrigerators, dishwashers, disposal, ranges, range hoods, and/or other equipment that may be located within such Condominium Unit.
- (b) Common Elements. All maintenance, repairs and replacements to the Common Elements as defined in the Declaration shall be made by the Board of Directors and shall be charged to all of the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

Section 5. Additions, Alterations or Improvements by Board of Directors. Whenever, in the judgment of the Board of Directors, the Common Areas and Facilities shall require additions, alterations or improvements costing in excess of \$10,000.00, and the making of such additions, alterations or improvements shall have been approved by seventy-five (75%) percent of the Unit Owners and by the mortgagees, if any, holding mortgages or deeds of trust constituting first liens upon such Units, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit owners for the cost thereof as a Common Charge. Any additions, alterations or improvements costing \$10,000.00 or less may be made by the Board of Directors without approval of the Unit Owners or any mortgagee of Units and the costs thereof shall constitute part of the Common Expense.

Section 6. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit, without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. The provisions of this Section shall not apply to Units owned by the Declarant until such Units shall have been initially sold by the Declarant.

Section 7. Use of Common Area and Facilities. A Unit Owner shall not place or cause to be placed in the Common Areas and Facilities, or Limited Common Areas and Facilities, objects of any kind, except that this provision shall not restrict a Unit Owner from using customary furniture and furnishing in a yard or on a patio reserved for his exclusive use, or decks and such other comparable facilities, provided such decks or other facilities are approved in writing by the Board of Directors prior to installation and thereafter are maintained and repaired at the sole expense of the Unit Owner to whom they belong.

Section 8. Rules of Conduct. Rules and Regulations concerning the use of the Units and the Common Areas and Facilities may be promulgated and amended by the Board of Directors with the approval of a majority of the Unit Owners. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Directors with the approval of a majority of the Unit Owners, are annexed hereto and made a part hereof as "Schedule A".

Section 9. Utilities Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for the electricity and any other utilities consumed or used in his Unit. The electricity and any other utilities that may hereafter be used for or serve the General Common Areas and Facilities shall be separately metered and the Board of Directors shall pay all bills for such use as a Common Expense.

ARTICLE IX MORTGAGES

Section 1. Record of Mortgagees. The Board of Directors shall keep an accurate record of each mortgagee of a Unit who notifies the Board of Directors in writing that said mortgagee is the holder of a mortgage secured on one or more Units and such record shall contain at least the name and address of the mortgagee, the Unit upon which the lien is secured and the date of receipt of notice of said lien.

Section 2. Notice of Unpaid Assessments. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments due from, or any other default by, the Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Directors when giving notice to a Unit Owner of a default in paying Common Assessments or other defaults, shall send a copy of such notice to each mortgagee covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, provided that reasonable advance notice has been given.

Section 5. Rights of Mortgagees. If a Unit is encumbered by the lien of a mortgage and the mortgagee has given written notice of such lien to the Board of Directors, the Unit Owner shall not be permitted to modify, alter or change the physical aspect of his Unit, without the written authorization of the mortgagee and he shall not vote for the modification, alteration or revocation of any clause or condition of the Declaration or these By-Laws without previous authorization, in writing, by the mortgagee. The Council shall require the written approval of the mortgagee as a condition to the acceptance of a vote on any of the foregoing matters by an Owner who has a mortgage covering his Unit.

ARTICLE X COMPLIANCE - SEVERABILITY

These By-Laws are set forth to comply with the requirements of the Condominium Act of the State of Maryland. In case any of the By-Laws conflict with the provisions of said statute, the provisions of the statute shall apply. If any provision of these By-Laws 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 By-Laws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

ARTICLE XI
RESIDENT AGENT

The Resident Agent for the Casa Del Sol Condominium and the person authorized to accept service of process as provided by law is John T. Williams whose post office address is c/o Casa Del Sol of Maryland, Inc., 4715 Cordell Avenue, Bethesda, Maryland 20014. The Board of Directors may from time to time designate a successor Resident Agent and same shall be evidenced by an instrument duly executed and filed with the Maryland State Department of Assessments and Taxation.

ARTICLE XII
NO SEVERANCE OF OWNERSHIP

No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more such interests without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all Units, except insofar as the laws of the State of Maryland specifically allow the separate sale, conveying and/or mortgaging of such interest or interests.

ARTICLE XIII
MISCELLANEOUS

Section 1. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 2. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 3. Non-Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 4. Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors c/o the Managing Agent or if there be no Managing Agent to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by notice in writing to all Unit Owners and to all mortgagees of Units. All notices of any Unit Owner shall be sent by regular mail to Unit addresses or such other address as may have been designated by them in writing to the Board of Directors. All notices to mortgagees of Units shall be sent by regular mail to their respective addresses, as designated by them, from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed.

Section 5. Legal Proceedings. Failure to comply with any of the terms of the Declaration, these By-Laws, and the Rules and Regulations shall be ground for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in these By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Council, the Board of Directors, the Managing Agent, or if appropriate, by an aggrieved Owner.

ARTICLE XIV
AMENDMENTS TO BY-LAWS

Section 1. Amendments. Except as otherwise provided in this Article, including Section 4 hereof, these By-Laws may be modified or amended either (i) by vote of Unit Owners having seventy-five (75%) percent or more of the total vote, at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each Unit Owner at least ten (10) days in advance of such meeting or (ii) pursuant to a written instrument duly executed by Unit Owners having at least seventy-five (75%) percent of the vote.

Section 2. Recording. A modification or amendment of these By-Laws shall become effective only if such modification or amendment is recorded in the Land Records where this instrument is recorded.

Section 3. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Condominium Act of the State of Maryland. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium, and all Owners shall be bound to abide by such modifications or amendment.

Section 4. Approval of Mortgagees. These By-Laws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Units. Such provisions in these By-Laws are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, no amendment or modification of these By-Laws shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Units, this provision shall be satisfied if the written consent of the mortgagee or mortgagees holding first mortgages on seventy-five (75%) percent or more of the Units encumbered by first mortgages is obtained.