

AMENDMENT TO
MARLOW TOWERS CONDOMINIUM
MASTER DEED

THIS AMENDMENT, made this 1st day of July, 1975, by MARLOW MADISON CONDOMINIUM LIMITED PARTNERSHIP, a Maryland Limited Partnership, hereinafter sometimes referred to as "Marlow", parties of the first part, and the COUNCIL OF CO-OWNERS OF MARLOW TOWERS CONDOMINIUM, an unincorporated association of the owners of the said Marlow Towers Condominium, organized and existing under and by virtue of the provisions of the Horizontal Property Act of the Laws of the State of Maryland, Article 21, Title XI of the Annotated Code of Maryland, (1957 Edition, as amended), parties of the second part.

WITNESSETH:

WHEREAS, Marlow did heretofore, on September 15, 1972, execute a certain Deed entitled "Marlow Towers Condominium Master Deed", which Deed and the By-Laws referred to therein were duly recorded among the Land Records of Prince George's County, Maryland in Liber 4127 at folio 366, and which instrument established the property described therein as a Horizontal Property Regime known as Marlow Towers Condominium, all as more particularly set forth therein, and

WHEREAS, said Master Deed specifically defined each Condominium Unit and the areas to be known as Common Elements, and

WHEREAS, "Schedule A" attached to and made a part of said Master Deed contained a list of each Condominium Unit and the proportionate interest in the Common Areas and Facilities applicable to each such Unit and the total value of the entire Project, and

WHEREAS, it was intended to reserve Condominium Unit Number 3815-T-1 as part of the General Common Area to be used for the benefit of all of the Units in the Marlow Towers Condominium and in fact said Unit has been so used: however, said Unit was inadvertently included in said "Schedule A"; and said

Area was shown as a Unit on the Plats and plans of said Condominium; however, the value of said Unit was not included in computing the total value of all Units or in computing the

proportionate interest of each Unit in the Common Areas and Facilities, and

WHEREAS, the proportionate interest in the Common Areas and Facilities shown on said "Schedule A" for Condominium Unit Number 3817-T-101 inadvertently omitted the last digit and said interest was shown thereon as .264% whereas it should have been .2642%, and the interest for Unit Number 3841-T-101 was inadvertently shown as .2807 whereas it should have been .28982 (the percentage applicable to all other C Type Units) and

WHEREAS, Marlow desires to correct said Master Deed to clearly indicate that said Condominium Unit Number 3815-1-1 is part of the General Common Elements and not a separate Condominium Unit and to indicate that the correct proportionate interest in the Common Areas and Facilities for Unit Number 3817-T-101 is .2642' and for Unit Number 3841-T-101 is .2898% and said Council of Co-Owners of Marlow Towers Condominium desire to assent to the correction of said Master Deed, and

WHEREAS, the entire Council of Co-Owners of Marlow Towers Condominium, at a regularly called, adjourned and resumed meeting held pursuant to proper notice thereof, on December 4, 1973, by motion duly made, seconded and passed unanimously, authorized the Board of Directors and/or the appropriate officers of the Council of Co-Owners of Marlow Towers Condominium, to enter into such corrective deeds, plats, agreements or other legal documents, in order to correct any and all legal deficiencies in connection with the ownership status of Condominium Unit 3815-T-1 and its proportionate interest, and the proportionate interest of Condominium Units numbered 3817-T-101 and 3841-T-101.

NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS and for other good and valuable consideration, Marlow Madison Condominium Limited Partnership does hereby modify, amend, and correct the Marlow Towers Condominium Master Deed dated September 15, 1972, as hereinafter set forth, and the Council of Co-Owners of Marlow Towers Condominium, does hereby assent to such modification, amendment and correction and joins herein to indicate its acquiescence therein. Said Marlow Towers Condominium Master Deed recorded in

Liber 4127 at folio 366 among the Land Records of Prince George's County, Maryland, is hereby modified amended and corrected as follows:

1. "Schedule A is amended by deleting therefrom all references to Unit Number 3815-T-1 and correcting the proportionate interest in the Common Areas and Facilities for Unit Number 3817-T-101 from .264 to .2642, and for Unit Number 3841-T-101 from .2807 to .2898

2. Article Fourth, paragraph B-2, is amended by adding a new paragraph 1 as follows:

"7. All that area known or formerly known and described as Unit 3815-T-1."

It is the intention of this instrument to make all that area formerly known as Unit 3815-1-1, part of the General Common Elements of the Marlow Towers Condominium and Marlow Madison Condominium Limited Partnership does hereby grant, convey, release and quit claim all of its right, title and interest in and to said area to all of the Co-Owners of Marlow Towers Condominium to be held by them as part of the General Common Elements, subject to all of the provisions of the aforesaid Master Deed and the By-Laws referred to therein, all with the same force and effect as if said property had been originally included in and made a part of said General Common Elements, and had never been designated as a separate Unit, and to correct Schedule A" as here in above set forth with the same force and effect as if said corrections had beer originally included in "Schedule A".

IN WITNESS WHEREOF, the said parties hereto have hereunto affixed their respective hands and seals as of the day and year first above written.

MARLON MADISON CONDOMINIUM LIMITED
PARTNERSHIP

By: _____ (Seal)

By: _____ (Seal)

By: _____ (Seal)

By: _____ (Seal)

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S

1. Justine A. Straus a Notary Public, in and for the State and County aforesaid, do hereby certify that 1. D. BURGESS and FRANK G. PRINCIPE, General Partners of Marlow Madison Condominium Limited Partnership, a Maryland Limited Partnership. parties to a certain Amendment to Master Deed bearing date on the 1st day of July 1975, and hereto annexed, personally well known to me to be the persons who executed the said Amendment and acknowledged the same to be their act and deed and that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 1st day of July 1975.

Justine A. Straus Notary Public

My commission expires: July 1, 1978

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S

I _____, a Notary Public, in and for the State and County aforesaid, do hereby certify that and MARSHALL RODENBERG, Officers of the Council of Co-Owners of Marlow Towers Condominium, parties to a certain Amendment to Master Deed bearing date on the day of 1975, and hereto annexed, personally appeared before me in said State and County and being personally well known to me to be the persons who executed the said Amendment and acknowledged the same to be their act and deed and that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this day of 1975.

Notary Public

My Commissions Expires: July 1, 1978

AMENDMENT TO
MARLOW TOWERS CONDIMINIUM
MASTER DEED

Law Offices
NYLEN & GILMORE
Riggs Building
Riggs Road and University Blvd, East
Hyattsville. Md

AMENDMENTS TO THE MASTER DEED
AND BY-LAWS
OF
MARLON TOWERS CONDOMINIUM

A. Thomas T. Short, Jr., President, and Joseph Cleary, Secretary, of the Council of Co-Owners of the Marlow Towers Condominium Association respectfully show that:

1. The above named condominium was organized under the laws of the State of Maryland on the 15th day of September, 1972 pursuant to a Master Deed and By-Laws which were filed UC record in Prince George's County, Maryland at Liber 4127, Folio 366.

2. The above named Council of Co-Owners, upon a proposal by its Board of Directors, by resolution duly adopted by said Board of Directors, setting forth the proposed amendments and directing that the same be submitted to a vote of the members entitled to vote in respect thereof at a designated meeting of such members and upon the adoption thereof of such members at such meeting as provided by law and as hereinafter more specifically set out, does hereby by Thomas T. Short, Jr., President, and Joseph Cleary, its Secretary, execute and acknowledge that the following amends were adopted:

ARTICLE III-Section 3. Annual Meeting
(Previous Language of By-Laws.)

The first annual meeting of the Council shall be held on July 6, 1972. Thereafter, the annual meetings of the Council shall be held on the first Monday that is not a holiday in the month of November of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Council as may properly come before them.

ARTICLE III Section 3. Annual Meeting
(Amended Language of By-Laws)

The Annual Meetings of the Council shall be held on the first Wednesday that is not a holiday in the month of November of such succeeding year. At such meetings there shall be elected by ballot of the owners of the Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Council as may be properly come before them.

ARTICLE III - Section 5 Notice of Meeting
(Previous Language of By-Laws)

It shall be the duty of the Secretary of the Council, elected in accordance with the provisions of Article V hereof, to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and the place where it is to be held, to each owner of record, at least five (5) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

ARTICLE III - Section 5 - Notice of Meeting
(Amended Language of By-Laws)

It shall be the duty of the Secretary of the Council, elected in accordance with the provisions of Article V hereof, to hand-deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and the place where it is to be held, to each owner of record, at least five (5) days prior to such meeting. The mailing or hand-delivery of a notice in the manner provided in this Section shall be considered notice served.

ARTICLE III Section 7. Order of Business
(Previous Language of By-Laws)

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.

ARTICLE III - Section 7. Order of Business
(Amended Language of By-Laws)

The order of business at all meetings of the Council shall be as follows: (a) PLOUC or notice of meeting or waiver or notice, (b) reading of minutes of preceding meeting, (c) election of the inspectors of election, if applicable, (d) election of directors, if applicable, (e) reports of officers, (f) report of committees, (g) unfinished business, and (h) new business.

ARTICLE VI Section 16. Designation of Board of Directors as Agent (Previous Language of By-Laws)

No Provision.

ARTICLE VI - Section 16. Designation of Board of Directors as Agent (Amended Language of By-Laws)

Each unit owner authorizes and appoints the Board of Directors of Marlow Towers Condominium Association, as its lawful agent, to enforce the Rules and Regulations, the By-Laws and the Master Deed of the Association, if violated by any occupant, guest or tenant who is occupying a unit owned by a member of this Association.

The Unit-Owner further authorizes the Board of Directors of the Condominium Association to take any necessary action to insure that an occupant, guest or tenant complies with the Rules and Regulations, By-Laws, and Master Deed of the Association.

And further authorizes the Board of Directors to institute suit in Landlord and Tenant Court or any other Court of competent jurisdiction to remove an occupant, guest or tenant from the premises as well as institute any other action which the Board may deem appropriate to ensure compliance.

The above provision shall not act as a waiver of any other rights in any other provisions of the Rules and Regulations, By-Laws or Master Deed of the Association.

ARTICLE VII - Section 5. Rights of Mortgagees
(Previous Language of By-Laws)

If a unit is encumbered by the lien of a mortgage or deed of trust, the 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 Master Deed or these By-Laws without previous authorization, in writing, by the mortgagee. The Council shall require the written approval of the mortgagee listed in the "Mortgagee of Units" book as a condition to the acceptance of a vote on any of the foregoing matters by an owner who has a mortgage or deed of trust covering his unit, and in addition the Board of directors shall notify any mortgagee listed in the "Mortgagee of Unit" book in writing, thirty (30) days prior to the effective date, of any change of the managing agent or manager as provided for in Article IV, Section 3 and shall notify the mortgagee of any default by the owner, of any unit so encumbered, which is not cured within thirty (30) days.

ARTICLE VII Section 5. Rights of Mortgagees
(Amended Language of By-Laws)

If a unit is encumbered by the lien of a mortgage or deed of trust, the owner shall not be permitted to modify, alter or change the structural aspect of his unit, without the written authorization of the mortgagee. The Board of Directors shall notify any mortgagee of any default by the owner, of any unit so encumbered, which is not cured within thirty (30) days.

ARTICLE XI Section 4. Notices
(Previous Language of By-Laws)

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 to any unit owner shall be sent by regular mail to unit addresses or such other addresses 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.

ARTICLE XI - Section 4. Notices
(Amended Language of By-Laws)

All notices hereunder shall be mailed or hand delivered 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 to any unit owner shall be mailed or hand-delivered to unit addresses or such other addresses as may have been designated by them in writing to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered 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 or hand-delivered.

B. The above previous language of the By-Laws was stricken and the new Amendments were adopted in the following manner and by the following vote, that is to say: the Board of Directors of the Council of Co-Owners, at a duly called annual meeting of said Board of Directors and membership held on April 22, 1981, at 7:35 p.m. at the principal office of the Council, namely the Community

