

MARLOW TOWERS CONDOMINIUM
BY-LAW

ARTICLE I
GENERAL PROVISIONS

Section 1. Condominium Submission. The project which is all of Parcel lettered "A" in the subdivision known as "MARLOW TOWERS" as per plat recorded in Plat Book WWW-44, Plat No. 72, among the Land Records of Prince George's County, Maryland, SAVING AND EXCEPTING THEREFROM all that portion thereof containing 347 square feet taken by the State Roads Commission for the widening of St. Barnabas Road as more particularly shown on State Roads Commission Plat No. 37934, and known as "MARLOW TOWERS CONDOMINIUM" has been declared and constituted a Horizontal Property Regime by the Master Deed to which these By-Laws are appended as a part, and shall be governed by these By-Laws and by the applicable laws of the State of Maryland.

Section 2. Application. The provisions of these By-Laws are applicable to the project. (The term: "Project" as used herein shall include the land the buildings and all improvements and structures thereon, as well as all easements, rights and appurtenances thereunto belonging). All owners of any free- hold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Master Deed, these By-Laws, and the applicable laws of the State of Maryland.

ARTICLE II
COUNCIL OF CO-OWNERS

Section 1. Constitution. There is hereby constituted the Council of Co-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 project.

Section 2. Voting. Voting, in person or by proxy, shall be on a unit basis and the percentage of the vote which a unit is entitled to cast is that

percentage established for that unit by the Master Deed. In the case of multiple ownership of a unit, the percentage of vote 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 reversion owner, pursuant to the terms of his lease or as otherwise existing according to law, or amending or terminating the condominium Master Deed. Other than Lessees under leases above described, no other Lessee, lien holder, mortgagee, pledgee or contract purchaser shall have any voting rights with respect to the affairs of the condominium.

Section 3. Majority of Owners. As used in these By-Laws, "majority of owners means that number of votes which equals or exceeds fifty-one per cent (51%) of all the votes established in accordance with the percentages assigned in the Master Deed.

Section 4. 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 3 of this Article shall constitute a quorum.

Section 5. Proxies. 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.

ARTICLE III ADMINISTRATION

Section 1. Council Responsibilities. The Council shall have the responsibility of electing the Board of Directors, and seeing that the Board of Directors prepares an annual budget, establishes monthly assessments and arranges for the professional

management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the manager or management agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of owners.

Section 2. Place of Meeting. Meetings of the Council shall be held at the principal office of the project or such other suitable place convenient to the Council as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Council shall be held on September 15, 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.

Section 4. Special Meetings. It shall be the duty of the President of the Council, elected in accordance with the provisions of Article V hereof, to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meeting. 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.

Section 6. 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.

Section 7. 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,

ARTICLE IV BOARD OF DIRECTORS

Section 1. 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, 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 entire ty shall for this purpose be deemed to have a unit ownership interest.

Section 2. 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 owners, and such duties shall include but not be limited to the following:

- a) Operation, care, up-keep and maintenance of the common elements;
- b) Determination of the common expenses required for affairs of the condominium, including without limitation the operation and maintenance of the property;
- c) Collection of the common charges from the unit owners;
- d) Designation, hiring, dismissal, and control of the personnel necessary for the maintenance, operation and good working order of the project and the common elements;
- e) 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;
- f) Opening of bank accounts on behalf of the condominium and designation of signatories required therefor;
- g) Obtaining of insurance for the property including the units pursuant to Article VI Section 5 hereof;
- h) Making of repairs, additions and improvements to, or alterations of the property and repairs to and restoration of

the property in accordance with the other provisions of these By-Laws.

Section 3. Management Agent. The Board of Directors shall employ for the Council a professional management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Paragraphs (a), (c), (d), (g) and (h) of Section 2 of this article.

Section 4. 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 affected 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 5. 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 years. The term of office of two Directors shall be fixed at two years, and the term of office of one Director shall be fixed at one 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 years. The Directors shall hold office until their successors have been elected and held their first meeting.

Section 6. 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.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the 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.

Section 8. 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.

Section 9. 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 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.

Section 10. 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 purpose 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.

Section 11. 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.

Section 12. 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 Director's 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.

Section 13. Fidelity Bonds. The Board of Directors shall 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.

Section 14. Compensation. No member of the Board of Director's shall receive any compensation from the condominium for acting as such.

Section 15. Liability of the Board of Directors. The 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 willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the condominium. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such portion of the total liability thereunder as his interest in the common areas and facilities bears to the interests of all unit owners in the common areas and facilities.

Every agreement made by the Board of Directors or by the managing agent, or by the manager, on behalf of the condominium shall provide that the members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agent for the unit owners and shall have no personal liability thereunder (except as unit

owners) and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interests of all unit owners in the common areas and facilities.

ARTICLE V OFFICERS

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary and a Treasure, all of whom 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.

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 it is 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 the 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 in general perform all the duties incident to the office of Secretary.

Section 7. Treasure. 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. Section 10. Indemnification. Every Director and every Officer of the Council shall be indemnified by the Council against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Council, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance

in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Council. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VI OPERATION OF THE PROPERTY

Section 1. Charges and Assessments. The Board of Directors shall from time to time, and at least annually prepare a budget for the condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the condominium and allocate and assess such common charges among the unit owners according to their respective common interests. The common expenses shall include, but not be limited to all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the

provision hereof, such amounts as the Board of Directors deem necessary for the operation and maintenance of the property including, without limitation, an amount for working capital, for a general operating reserve, for a reserve for replacements and to make up any deficit in the common expenses for any prior year. The Board of Directors shall advise all unit owners and their respective mortgagees, if any, promptly in writing, of the amount of the common charges payable by each unit owner, as determined by the Board of Directors as aforesaid. The amount of said assessment for each unit for the calendar year 1972 (the calendar year shall be deemed to be the fiscal year) shall be the sum of Thirty Dollars (\$30.00) per month for all Type A units, Thirty-nine Dollars (\$39.00) per month for all Type B units, Thirty-nine Dollars (\$39.00) per month for all Type C units and Fifty-five Dollars (\$55.00) per month for all Type D units and thereafter the amount of said assessment shall be determined by the Board of Directors as aforesaid.

Section 2. Payment of Common Charges. All unit owner's shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI monthly in advance or at

such other time or times as the Board of Directors shall determine; and upon default in the payment of any one or more such installments, the delinquent unit owner shall be obligated to pay interest at the maximum legal rate on such charges from the due date thereof together with all expenses including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges and if any such installment is not paid within thirty (30) days from the due date thereof the balance of said lien shall, at the option of the management agent or manager or Board of Directors, be declared to be due and payable, and, in the event said lien is not paid within thirty (30) days after written notice of acceleration, then and in that event the amount due and payable as aforesaid shall become a lien secured against the unit owned by the defaulting 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; and it is acknowledged that no declaration of trust exists for the enforcement of such liens. The lien of the assessment provided for herein shall be subordinate to the lien of any indebtedness secured by a first mortgage or deed of trust on the unit against which any such assessment is made. The purchaser of a unit shall be liable for the payment of common charges assessed and unpaid against such unit prior to the acquisition by him of such unit, except that the sale or transfer of any unit, pursuant to a foreclosure under a first deed of trust or mortgage or any proceeding in

lieu of foreclosure, shall extinguish the lien of any assessment against said unit as to all payments thereof which became due prior to such sale or transfer; however, no such sale or transfer shall relieve the purchaser of such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Statement of Common Charges. The Board of Directors shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner.

Section 4. 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 Master Deed, 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 5. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance; (1) fire insurance with extended coverage insuring the buildings containing the units (including all of the units and the bathroom and kitchen fixtures initially installed therein, or their equivalent, but not including carpeting, drapes, wall-covering, fixtures, furniture, furnishings, or other personal property supplied or installed by unit owners), together with all air conditioning equipment and other service machinery contained therein and covering the interests of the condominium, the Board of Directors and all unit owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Managers, each of which policies shall contain a standard mortgagee clause in favor of each mortgagee of a unit which shall provide that the loss, if any,

thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors; (2) workmen's compensation insurance; (3) public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least covering each member of the Board of Directors, the managing agent, the manager, and each unit owner and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner; and (4) such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and

and that the net proceeds thereof shall be payable to the Board of Directors and such mortgagees as may be covered thereby, as their interests may appear

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability, of the insurer as a result of any insurance carried by unit owners or of invalidity arising from any acts of the insured or any unit owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies.

Unit owners should carry insurance for their own benefit insuring their carpeting, wall covering, fixtures, furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

Section 6. Repair or Reconstruction after Fire or Other Casualty. In the event of damage to or destruction of the Building or Buildings containing the units as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the buildings containing the units (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, provided the applicable mortgagees consent thereto, disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit and for a completion bond for such deficit as part of the common charges.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section and the amount of insurance proceeds have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the condominium's reserve fund, or, at the option of the Board of Directors divided among all the unit owners in proportion to their respective common interests after first paying out of the share due each unit owner such amounts as may be required to reduce unpaid liens on such unit in the order of priority of such liens.

If there is substantially total destruction of the property and seventy-five (75%) per cent or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the property shall be subject to an action for partition, at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

Section 7. Maintenance and Repairs.

- a) All maintenance and replacement of any repairs to any unit, whether structural, ordinary or extraordinary, other than to the common elements contained therein, shall be done by the unit owner at the unit owner's expense, excepting as otherwise specifically provided

for herein, including, but not limited to maintenance and replacement of and repairs to all electrical, plumbing, heating and air conditioning fixtures within the unit or belonging to the unit owner.

- b) All maintenance, repairs and replacements to the common elements as defined in the Master Deed including the painting and decorating of all exterior surfaces including exterior doors and window sash 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.

- c) All patios and balconies which are defined in the Master Deed as accessory units shall be kept free and clear of snow, ice, and other accumulations by the owner of the unit to which they are appurtenant, and such owner shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All other repairs in to or with respect to such balconies or patios shall be made by the Board of Directors, and the cost thereof shall be a common expense.

Section 8. Restrictions on Use of Units. In order to provide for congenial occupancy of the property and for the protection of the values of the units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

- a) The units shall be used for residences only.
- b) The common areas and facilities shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units.
- c) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.
- d) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof,

relating to any portion of the property, shall be complied with, by and at the sole expense of the unit owners or the Board

of Directors, whichever shall have the obligation to maintain or repair such portion of the property.

- e) No portion of a unit (other than the entire unit) may be rented, and no transient tenants may be accommodated therein.

Section 9. 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 a majority of the unit owners and by the mortgagees 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 mortgagees of units and the costs thereof shall constitute part of the common expenses.

Section 10. 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 unit 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. Any application to my department or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Directors only, without however incurring any

liability on the part of the Board of Director or any of them to any contractor, subcontractor or materialman on account of such addition, alteration, or improvement, or to any person having any claim for injury to

person or damage to property arising therefrom. The provisions of this Section shall not apply to units owned by the Declarant (named in the Master Deed) until such units shall have been initially sold by the Grantor and paid for.

Section 11. Use of Common Areas and Facilities. (a) A unit owner shall not place or cause to be placed in the vestibules, public halls, stairways, or other common areas and facilities, or limited common areas and facilities, other than the areas designated as storage areas, any furniture, packages, or objects of any kind. The vestibules, public halls, and stairways shall be used for no purpose other than for normal transit through them.

Section 12. Right of Access. A unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common areas and facilities in his unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 13. 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 14. Gas, Water and Sewer Charges. Gas, water and sewer services shall be supplied to each unit and to the common areas and facilities and the

Board of Directors shall pay all bills for gas, water and sewer supplied to the project as a common expense.

Each unit owner is hereby notified and by the acceptance of a deed to a condominium unit is hereby deemed to take title subject to notice of the following rights of the Washington Suburban Sanitary Commission. In the event that any such bill for sewer or water usage billed by the Commission is not paid by the Board of Directors or the Council of Co-Owners, the Washington Suburban Sanitary Commission shall have the right to terminate the water service to the entire project in the time and manner provided by the laws of the Washington Suburban Sanitary District for properties serviced with water by the Commission, and the public utility company furnishing gas to the project shall likewise have the right to terminate service to the entire project upon default in the payment of any bills rendered for such service.

Section 15. Electricity. 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 electricity consumed or used in his unit. The electricity serving the common areas and facilities shall be separately metered, and the Board of Directors shall pay all bills for electricity consumed in such portions of the common areas and facilities, as a common expense.

ARTICLE VII Mortgages

Section 1. Notice to Board of Directors. A unit owner who mortgages his unit, shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors; the Board of Directors shall maintain such information in a book entitled "Mortgagees of Units". Mortgagee as used here in and elsewhere in these By-Laws shall be construed to include any Lender whose indebtedness is secured by a Deed of Trust or Mortgage recorded among the Land Records of Prince George's

County, Maryland.

Section 2. Notice of Unpaid Common Charges. The Board of

Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges 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 charges or other default, 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.

Section 5. Rights of Mortgagees. 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 or 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 VIII
Compliance-Severability

These By-Laws are set forth to comply with the requirements 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 provisions 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 IX
Resident Agent

The resident agent for the Marlow Towers Condominium and the person authorized to accept service of process as provided by law is T. D. Burgess, and whose post office address is 3815 St. Barnabas Road, Silver Hill, Maryland, Washington, D. C. 20023. 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 recorded among the Land Records of Prince George's County, Maryland.

ARTICLE X
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.

ARTICLE XI
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. 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 to 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.

ARTICLE XII
Amendments to By-Laws

The Council, by affirmative vote of two thirds of the owners, may amend these By-Laws, subject to the rights of mortgagees as set forth in Section 5, Article VII, provided no such amendment shall be made except as prescribed and permitted by the laws of the State of Maryland and no amendment shall be made changing the proportionate interest of the owners in the common areas and facilities, except by the affirmative vote of all of the owners and provided further that this Article shall not be amended.

WITNESS the hand and seal of the Declarant, Marlow Madison Condominium Partnership, a Maryland Limited Partnership.

Marlow Madison Condominium Limited Partnership
A Maryland Limited Partnership by,

Witness:

STATE OF MARYLAND

) to wit:

COUNTY OF PRINCE GEORGES

I, Justine A. Straus, a Notary Public, in and for the

State and County aforesaid, do hereby certify that T. D. BURGESS, FRANK G. PRINCIPE, WILLIAM T. HANNAN, and ELMO H. DENTON, General Partners of Marlow Madison Condominium Limited Partnership

parties to a certain deed bearing date on the 15th day of September 1972 and hereto annexed, personally appeared before me in said State and County, the said T. D. BURGESS, FRANK G. PRINCIPE, WILLIAM T. HANNAN, and ELMO H. DENTON, General Partners of Marlow Madison Condominium Limited Partnership

being personally well known to me to be the persons who executed these By-Laws 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 15th day of September, 1972.

My Commission expires: July1, 1974