

**BY-LAWS**

**POOKS HILL CONDOMINIUM, INC.**

**ARTICLE 1**

**Name and Location**

Section 1. Name and Location. The name of this Corporation is Pooks Hill Condominium, Inc. Its principal office is located at Pooks Hill Road, Bethesda, Montgomery County, Maryland.

**ARTICLE II**

**Definitions**

Section 1. Master Deed. “Master Deed” as used herein means that certain Master Deed made the 17 day of August, 1972, by Pooks Hill Associates, a Maryland Limited Partnership, pursuant to Article 21, Section 117A, through and including Section 142, Annotated Code of Maryland (1957), by which certain described premises (including land) are submitted to a condominium property regime and which Master Deed is recorded among the Land Records for Montgomery County, Maryland, immediately prior hereto and to which these By-Laws are appended as an exhibit.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Master Deed or in Article 21, Section 117A, Annotated Code of Maryland (1957).

**ARTICLE III**

## **Membership**

Section 1. Members. Every person, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium project shall be a member of the Corporation, provided, however, that any person, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a member.

Section 2. Membership Certificates. Each membership certificate shall state that the Corporation is organized under the laws of the State of Maryland, the name of the registered holder of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to full payment. Every membership certificate shall be signed by the President or Vice President and the Secretary or Assistant Secretary and shall be sealed with the corporate seal.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as such condition precedent to the issuance thereof, require the registered owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the

Corporation.

Section 4. Lien. The Corporation shall have a lien on the outstanding regular memberships in order to secure payment of any sums which may become due from the holders thereof to the Corporation for any reason whatsoever.

Section 5. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Corporation, each member of the Corporation shall be entitled to receive out of the assets of the Corporation available for distribution to the members, if any, an amount equal to that proportion of such assets which the value of his condominium unit bears to the value of the entire project, subject, however, to the prior disposition of assets according to ARTICLE EIGHTH (d) of the Articles of Incorporation.

#### ARTICLE IV

##### Meeting of Members

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Corporation or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section. Annual Meetings. The first annual meeting of the members of the Corporation shall be held within one hundred eighty (180) days after Sixty Percent (60%) of the condominium units in the project have been sold and title to the same has been conveyed, or on November 20, 1972, whichever shall first occur. Thereafter, the annual meetings of the members of the Corporation shall be held on the third Wednesday of May each succeeding year. At such meeting there shall be elected by ballot of the members, a Board of Directors in accordance with the requirements of Section 4 of Article V of these By-Laws. The members may also transact such other business of

the Corporation as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty percent (20%) of the total value of the project 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 unless by consent of four-fifths of the members present, either in person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Secretary 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 member of record, at his address as it appears on the membership book of the Corporation, or if no such address appears, at his last known place of business, at least ten (10) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the member at his dwelling unit or last known address. Notice by either such method shall be considered as notice served.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least forty percent (40%) of the total value of the project shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business thereafter may be transacted.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may,

except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, the members shall have the right to cast one vote on each question and never more than one vote. The vote of the members representing fifty-one (51%) of the total value of the project, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or of the Master Deed or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books or management accounts of the Corporation to be more than thirty (30) days delinquent in payment due the Corporation.

Section 8. Proxies. The ownership vote of any member may be cast pursuant to a written proxy in accordance with applicable law. A proxy-holder need not be a co-owner, however, neither the managing agent nor its employees shall serve as proxy-holders. Any person, including Board members, may vote more than (1) proxy. A proxy shall be valid for the meeting for which it is appointed and any continuation thereof. Proxies must be filed with the Secretary at the beginning of the meeting for which they are appointed.

Section 9. Order of Business. The order of business at all regularly scheduled meetings of the regular members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.

- (d) Report of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (i) New business.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

## ARTICLE V

### Directors

Section 1. Number and Qualification of Directors of the Corporation. The affairs of the Corporation shall be governed by the Board of Directors composed of not less than Three (3) and not more than Seven (7) persons, a majority of whom shall be members of the Corporation.

Section 2. Powers and Duties. The Board of Director shall have all the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members.

The powers and duties of the Board of Directors shall include but not be limited to the following:

To provide for the

(a) Care, upkeep and surveillance of the project and its general and limited common elements and services in a manner consistent with the provisions of these By-Laws and Master Deed.

(b) To establish and provide for the collection of assessments and/or carrying charges

from the members and for the assessment and/or enforcement of liens therefor in a manner consistent with the provisions of these By-Laws and the Master Deed.

(c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the project and for the proper care of the general or limited common elements and to provide services for the project in a manner consistent with the provisions of these By-Laws and the Master Deed.

(d) To promulgate and enforce such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the project and of the general and limited common elements by the members, all of which shall be consistent with the provisions of these By-Laws and the Master Deed.

Section 3. Management Agent. The Board of Directors may employ for the Corporation, a management agent (the “Management Agent”) at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (d) of Section 2 of this Article.

Section 4. Election and Term of Office. Each Director shall be elected to serve a term of three years unless elected to fill out an unexpired term. One-third of the Directors will be elected each year. Directors shall hold office until their successors have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the

removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 6. Removal of Directors. At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 5 of this Article.

Section 7. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Corporation in any other capacity unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

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 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, provided a majority of the whole Board of Directors 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 four 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) 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) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three 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 of Directors 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 of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 14. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Corporation handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

## ARTICLE VI

### Officers

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Corporation 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 of Directors.

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

Section 4. President. The President shall be the chief executive officer of the Corporation. He

shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

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 shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon 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 members of the Board of Directors and the minutes of all meetings of the members of the Corporation; he shall have custody of the seal of the Corporation; he shall have charge of the membership transfer books and of such other 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. Treasurer. The Treasurer shall have the responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VII

## Management

Section 1. Management and Common Expenses. The Corporation shall manage, operate and maintain the condominium project and, for the benefit of the condominium units and the owners thereof, shall enforce the provisions hereof and may 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, gas and other necessary utility services for the common elements and, to the extent that the same are not separately metered or billed, for the condominium units.

(b) The cost of fire and extended liability insurance on the project and the cost of such other insurance as the Corporation may effect.

(c) The cost of the services of a person or firm to manage the project to the extent deemed advisable by the Corporation, together with the services of such other personnel as the Board of Directors of the Corporation shall consider necessary for the operation of the project.

(d) The cost of providing such legal and account services as may be considered necessary to the operation of the project.

(e) The cost of painting, maintaining, repairing, landscaping and snow removal of 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 Corporation to paint, repair or otherwise maintain the interior of any condominium unit or any fixtures 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 Corporation 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 general 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 may be specifically assessed to the owner or owners thereof, including, but not limited to, the cost of maintaining the exterior surfaces of said particular condominium unit.

(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 general common elements or to preserve the appearance or value of the project 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 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 owner in all respects, as provided in Article VIII of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the project, 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 interest of the owner of an individual condominium unit.

Section 2. Management Agent. The Corporation may delegate any of its duties, powers of

functions to the Management Agent, provided that such delegation shall be revocable upon sixty (60) days written notice. The Corporation and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Corporation, if any, the owner of any condominium unit shall, at his own expense, maintain the interior and exterior, including the exterior roof, of his condominium unit and any and all equipment therein situate, and its other appurtenances (including limited common elements), in good order, condition and repair 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. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair or replace any plumbing fixtures, water heater, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, dishwasher, clothes washers, clothes dryers, disposals, ranges and/or other equipment that may be in or appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, maintain any limited common elements which may be appurtenant to such condominium unit in a clean, orderly and sanitary condition. Any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Corporation, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter any condominium unit at any hour considered to be reasonable under the circumstances.

Section 5. Easements for Utilities and Related Purposes. The Corporation is authorized and

empowered to 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 project or other similar projects 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. The same may be granted only over those portions of the common elements upon which no building or structure has been erected.

Section 6. Limitation of Liability. The Corporation shall not be liable for any failure of water supply or other services to be obtained by the Corporation or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner 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 pipe, drain, conduit, appliance or equipment. The Corporation 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 limited 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 from any action taken by the Corporation to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

## ARTICLE VIII

### Assessments and Carrying Charges

Section 1. Annual Assessments and Carrying Charges. Each member shall pay to the Corporation a monthly sum (hereinafter sometimes referred to as “carrying charges”) equal to one-twelfth (1/12) of the member’s proportionate share of the sum required by the Corporation, as estimated by its Board of Directors, to meet its annual expenses, including but in no way limited to the following:

(a) The cost of all operating expenses of the project and services furnished, including charges by the Corporation for facilities and services furnished by it.

(b) The cost of necessary management and administration, including fees paid to any management agent.

(c) The amount of all taxes and assessments levied against the Corporation or upon any property which it may own or which it is otherwise required to pay, if any.

(d) The cost of fire and extended liability insurance on the project and the cost of such other insurance as the Corporation may effect.

(e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Corporation.

(f) The cost of funding all reserves established by the Corporation, including, when appropriate, a general operating reserve and/or a reserve for replacements.

(g) The estimated cost of repairs, maintenance and replacements of the project to be made by the Corporation.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

The Board of Directors of the Corporation shall make reasonable efforts to fix the



amount of the assessment against each member for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept at the office of the Corporation and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common element or by abandonment of the condominium unit belonging to him.

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Corporation 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 project, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing three-fourths (3/4) of the total value of the project. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the

meeting.

Section 3. Non-payment of Assessment. Any assessment levied pursuant to these bylaws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the condominium unit or units belonging to the member against whom such assessment is levied and shall bind such condominium unit or units in the hands of then owner, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of the Real Property Article, Section 11-110 Annotated Code of Maryland (1974). The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment or for non-payment of an assessment levied pursuant to these bylaws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to these bylaws, or any installment thereof, which is not paid within ten (10) days after it is due shall bear interest from the due date, at the rate of eighteen percentum (18%) per annum. In addition, a late charge of \$15.00 or one tenth of the total amount of any delinquent assessment or installment, whichever is greater, will be made if the delinquency continues for fifteen (15) days or longer. The Corporation may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the condominium unit or units then belonging to said member, in either of which events, interest, costs and reasonable attorney's fees of not less than fifteen percentum (15%) of the sum claimed shall be added to the amount of each assessment.

Section 4. Assessment Certificates. The Corporation shall upon demand at any time furnish to any member liable for any assessment levied pursuant to these By-Laws (or any other party legitimately interested in the same), a certificate in writing signed by an officer of the Corporation, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Corporation for each certificate so delivered.

Section 5. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to these By-Laws, or any other installment thereof, 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 6. Priority of Lien. The lien established by this Article and by Article 21, Section 131, Annotated Code of Maryland (1957), 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, all as hereinafter specifically provided.

Section 7. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any condominium unit in the project shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by and recorded mortgage upon such interest 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 or 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, 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 mortgage

(or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

## ARTICLE IX

### Use Restrictions

Section 1. Residential Use. All condominium units shall be used for private residential purposes exclusively, except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time.

Section 2. Financial Responsibility, etc. The right to use or occupy any condominium unit within the project, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any condominium unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in these By-Laws. No such restriction shall be based upon race, religion, sex or place of national origin.

Section 3. Leasing. No condominium unit within the project shall be rented for transient or hotel purposes or in any event, for any period less than three (3) months.

Section 4. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners.

(b) There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the approval of the Board of Directors. Vehicular parking upon

common elements shall be regulated by the Board of Directors, provided, however, that at least one parking space shall be assigned by the Board of Directors for use by the owner of each condominium unit.

(c) Nothing shall be done or maintained in any condominium unit or upon any common elements which will increase the rate of insurance on any condominium unit or common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon common elements which would be in violation of any law. No waste shall be committed upon any common elements.

(d) No structural alteration, construction, addition or removal of any condominium unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(e) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry or any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any common elements, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(f) No signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or common elements, provided, however, that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in or from any condominium unit placed upon the market for sale or rent.

(g) Except as herein elsewhere provided, no junk vehicle or other vehicle on which

current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any common elements, nor shall the repair or extraordinary maintenance of automobiles or to the vehicles be carried out thereon. The Corporation may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like. (The foregoing is not intended to prohibit the parking of golf carts in any portion of the common elements designated by the Board of Directors for that purpose.)

(h) No part of the common elements shall be used for commercial activities of any character.

(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium unit or upon any common elements. Trash and garbage containers shall not be permitted to remain in public view except on days of collection.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common elements at any time.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any condominium unit or upon any common elements without the prior written consent of the Board of Directors.

(l) There shall be no violation of any rules for the use of the common elements which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-

Laws authorized to adopt such rules.

Section 5. Enforcement Costs. The presence, either in person or by proxy, of members representing at least forty (40%) percent of the total value of the project shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business thereafter may be transacted.

The ownership vote of any member may be cast pursuant to a written proxy in accordance with applicable law. A proxy-holder need not be a co-owner, however, neither the managing agent nor its employees shall serve as proxy-holders. Any person, including Board members, may vote more than (1) proxy. A proxy shall be valid for the meeting for which it is appointed and any continuation thereof. Proxies must be filed with the Secretary at the beginning of the meeting for which they are appointed.

## ARTICLE X

### Architectural Control

Section 1. Architectural Control Committee. Except for the original construction of the condominium units situate within the project and any improvements to any common elements accomplished concurrently with said construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, walls, or to make any change or otherwise alter (including any alternation in color) in any manner whatsoever to the exterior of any

condominium unit or upon any of the common elements within the project until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Corporation, or by an architectural control committee designated by it.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Enforcement Costs. If the Board of Directors determines that it is necessary to institute an action on behalf of the Association against a homeowner in any appropriate forum for the enforcement of these provisions, and the Board of Directors prevails in such action, the homeowner will be liable for all costs incurred on behalf of the Association in such action. Such liability, if not paid within 90 days of final judgment in the action will become a lien on the property of the homeowner and may be enforced in accordance with the provisions of Article VIII, Section 3.

## ARTICLE XI

### Insurance

Section 1. Liability Insurance. The Board of Directors shall obtain and continue in effect, Public Liability and Property Damage Insurance covering all of the common elements of the



Condominium, and insuring Pooks Hill Condominium, Inc. and the unit owners, as its and their interests appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain Cross-Liability Endorsement to cover liabilities of the Council of Co-Owners to a unit owner. Premiums for the payment of such insurance shall be paid by the Corporation and charged as a common expense.

Section 2. Casualty Insurance.

(a) Purchase of Insurance. The Corporation shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements and personal property owned by Pooks Hill Condominium, Inc., insuring Pooks Hill Condominium Inc., the Council and Co-Owners and their mortgagees, as the interest of each may appear, in a Company acceptable to the Board of Directors, in an amount equal to the maximum insurable replacement value of the insurable improvements and personal property as determined annually by the Board of Directors. The premiums for the coverage and other expenses in connection with insurance shall be paid by the Corporation and charged as a common expense. The Company or Companies with whom the Corporation shall place its insurance coverage, as provided in this Declaration, shall be authorized to do business in the State of Maryland.

(b) Loss Payable Provisions - Insurance Trustee. All policies shall be purchased by the Corporation for the benefit of Pooks Hill Condominium, Inc., and the unit owners, and their

mortgagees, as their interests may appear; however, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Corporation or the unit owners - however, mortgagee endorsements shall be issued. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any bank in the State of Maryland with trust powers, as may be approved by the Board of Directors of the Corporation, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies nor the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes stated herein, and for the benefit of Pooks Hill Condominium, Inc., the unit owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee.

Section 3. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the

beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgage of a unit and may be enforced by said mortgagee. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to any personal property belonging to the Corporation, and should the Board of Directors of the Corporation determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

(c) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Corporation as to the names of thinned owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Maryland, a title insurance company or abstract company authorized to do business in the State of Maryland. Upon request of the Insurance Trustee, the Corporation, forthwith shall deliver such Certificate.

Section 4. Loss Within a Single Unit. If loss shall occur within a single unit or units, without damage to the common elements and/or the party wall between units, the insurance proceeds shall be distributed to the beneficial unit owner or owners - remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittance shall be made solely to an Institutional First Mortgagee. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

Section 5. Loss Less Than “Very Substantial.” Where a loss or damage occurs to any unit or units and the common elements or to the party wall between units, or to the common elements, but said loss is less than “very substantial” (as hereinafter defined), it shall be obligatory upon the Corporation and the unit owners to repair, restore and rebuild the damage caused by the loss. where such loss or damage is less than “very substantial.”

(a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements or the party wall between units, with no, or minimum damage or loss to any individual unit, and if such damage is limited to the common elements or the party wall between units is less than Three Thousand Dollars (\$3,000.00), the insurance proceeds shall be endorsed by the Insurance Trustee over to the Corporation and the Corporation shall promptly contract for the repair and restoration of the

damage.

(c) If the damage or loss involves individual units encumbered by Institutional First Mortgages, as well as the common elements and/or the party wall between units, or if the damage is limited to the common elements or the party wall between units, but is in excess of Three Thousand Dollars (\$3,000.00), the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, upon the written direction and approval of the Corporation. Should written approval be required, as aforesaid, it shall be said Mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the Certificate of the Corporation and the aforesaid Institutional First Mortgage, if said Institutional First Mortgagee's written approval is required, as to the Payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Corporation, the aforesaid Institutional First Mortgage, and Insurance Trustee, and deliver same to the Insurance Trustee, and the foregoing shall be in such form as any of the aforesaid parties may require. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required as aforesaid, shall have the right to require the Corporation to obtain a Completion, Performance and Payment Bond, in such form and amount, and with a bonding company authorized to do business in the State of Maryland as are acceptable to said Mortgagee.

(d) Subject to the foregoing, the Corporation shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the

Board of Directors shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency, as it is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged units, then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' shares in the common elements, just as though all of said damage had occurred to the common elements. The special assessment fund shall be delivered by the Corporation to the Insurance Trustee and added by the Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient, but additional funds are raised by special assessment, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

Section 6. "Very Substantial" Damage. As used in this Declaration or any other context dealing with this Condominium, the term "very substantial" damage, shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby Seventy-five Percent (75%) or more of the total amount of insurance coverage (placed as per Article XI), becomes payable. Should such "very substantial" damage occur, then:

(a) The Board of Directors of the Corporation shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) Thereupon, a meeting of the Council of Co-Owners of the Condominium shall be called by the Board of Directors, to be held not later than Sixty (60) days after the casualty, to determine the wishes of the unit owners of this Condominium with reference to the abandonment of Pooks Hill Condominium, Inc., subject to the following:

(i) If the net insurance proceeds available for restoration and repair are sufficient to cover the cost thereof, so that no special assessment is required, then Pooks Hill Condominium, Inc. shall be restored and repaired, unless two-thirds (2/3rds) of the unit owners of Pooks Hill Condominium, Inc. shall vote to abandon Pooks Hill Condominium, Inc., in which case the Condominium property shall be removed from the provisions of the law by the recording in the Public Records of the State of Maryland, an instrument terminating the condominium, which said instrument shall further set forth the facts effects the termination, certified by the Corporation and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument, and the Co-Owners shall thereupon become owners as tenants in common in the property, i.e., the real, personal, tangible and intangible property, and any remaining structures of the Condominium, and their undivided interests in the common elements of this Condominium prior to this termination, and the mortgages and liens upon Condominium units shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

(ii) If the net insurance proceeds available for restoration and repair are not sufficient to

cover the costs thereof, so that a special assessment will be required, and if a majority of the Co-Owners of this Condominium vote against such special assessment and to abandon Pooks Hill Condominium, Inc., then it shall be so abandoned and the Condominium property removed from the provisions of the law, and the Condominium terminated, as set forth above, and the Co-Owners vote in favor of the special assessment, the Corporation shall immediately levy such special assessment and, thereupon, the Corporation shall proceed to negotiate and contract for such repairs and restoration. The special assessment funds shall be delivered by the corporation to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided herein.

(c) In the event any dispute shall arise as to whether or not “very substantial” damage has occurred, it is agreed that such a finding made by the Council of Co-Owners shall be binding upon all Co-Owners.

Section 7. Surplus. The first monies disbursed in payment of costs of repair and restoration, shall be from the insurance proceeds, and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated herein.

Section 8. Certificate. The Insurance Trustee may rely upon a Certificate of the Corporation, certifying as to whether or not the damaged property is to be repaired or restored. Upon request of the Insurance Trustee, the Corporation shall forthwith deliver such Certificate.

Section 9. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last



constructed, or according to the Plans approved by the Board of Directors of the Corporation. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

Section 10. Compromise of Claim. The Board of Directors is hereby irrevocably appointed Agent for each Co-Owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Corporation, and to appoint appropriate offices to execute and deliver releases therefor, upon the payment of claims.

Section 11. Workman's Compensation. The Corporation shall obtain and keep in effect a policy of Workman's Compensation insurance to meet the requirements of law.

Section 12. Individual Liability Insurance. Each individual unit owner shall be responsible for purchasing at his own expense, liability insurance to cover accidents occurring within his unit, and for purchasing insurance upon his own personal property.

Section 13. Subrogation and Waiver. If available, and where applicable, the Board of Directors shall endeavor to obtain policies, which provide that the insurer waives its right of subrogation as to any claims against unit owners, the Corporation, and their respective servants, agents and guests.

Section 14. a, In the event that any casualty loss or damage which is covered by the Corporation's Master Insurance Policy ("Master Insurance Policy") originates within a single Unit and damages that single Unit, the affected Unit Owner shall be responsible for the payment of any deductible under the Master Insurance Policy associated with such damage or loss. **For the purposes of this Paragraph, such deductible shall not be considered a cost of repair or replacement in excess of insurance proceeds.**

b. In the event that any casualty loss or damage which is covered by the Master Insurance Policy originates within a single Unit and damages other Units, and/or any common elements and/or the party wall between units, payment of any deductible under the Master Insurance Policy associated with such damage or loss shall be the responsibility of the owner of the Unit where the loss originated. In the event that the damage is less than the Master Insurance Policy deductible, the owner of the unit in which the loss originated shall be fully responsible for the damage.

c. Any deductible under the Master Insurance Policy shall be paid by the Corporation in the event the damage or loss originates only from the common elements, whether or not the casualty damage affects the common elements, the Units, or both.

d. All Unit Owners are encouraged to obtain adequate insurance coverage for their contents and improvements and betterments, as well as to obtain personal insurance to cover the payment of the property loss deductible referenced in Section 11(a); (b) and (c) above.

## ARTICLE XII

### Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Corporation shall be kept under the direction of the Treasurer in accordance with the good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts of the expenditures affecting the project and its administration and shall specify the maintenance and repair expenses

of the general and limited common elements and services and any other expense incurred. That amount of any assessment required for payment on any capital expenditures of the Corporation shall be credited upon the Books of the Corporation to the “Paid-In-Surplus” account as a capital contribution by the members.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Corporation shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Corporation shall furnish its members with an annual financial statement, including the income and disbursements of the Corporation.

Section 4. Inspection of Books. The books and accounts of the Corporation, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Corporation, and/or their duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of the Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Corporation by either the President or Vice President, and all checks shall be executed on behalf of the Corporation by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate of the seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer.

## ARTICLE XIII

### Amendment

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing two-thirds (2/3) of the total value of the project at any meeting of the members duly called for such purpose, effective only upon the recordation amount the Land Records for Montgomery County, Maryland, of an amendment to the Master Deed setting forth such amendment to these By-Laws. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least twenty percent (20%) of the total value of the project. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

## ARTICLE XIV

### Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Article 21, Section 117A through and including Section 142, Annotated Code of Maryland (1957).

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Master Deed and to the provisions of Article 21, Section 117A through and including Section 142, Annotated Code of Maryland (1957). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Master Deed or the aforesaid statute. In the event of any conflict between these By-Laws and the Master Deed, the provisions of the Master Deed shall control; and in the event of any conflict between the aforesaid Master Deed and Article 21, Section 117A through and including Section 142, Annotated Code of Maryland

(1957), the provisions of the statute shall control.

Section 3. Resident Agent. Michael Arkin shall be designated as the person authorized to accept service of the process in any action related to two or more condominium units or to the common elements as authorized under Article 21, Section 138, Annotated Code of Maryland.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

## ARTICLE XV

### Declaration In Trust

Section 1. Declaration in Trust. There is no Declaration in Trust for the enforcement of the lien for common expenses.