

Exhibit A**REGENTS SQUARE CONDOMINIUM
BYLAWS
October 2004****ARTICLE I
PLAN OF OWNERSHIP**

1. **Condominium Submission.** The project known as Regents Square Condominium located at Azalea Drive and Nelson Street in the City of Rockville, in Montgomery County, Maryland, has been declared and constituted a Horizontal Property Regime by the Master Deed to which these Bylaws are attached as a part, and shall be governed by the said Master Deed, these Bylaws and Rules and Regulations.
2. **Bylaws Applicability.** The provisions of these Bylaws are applicable to the Condominium property including the land, the buildings, and all improvements and structures on the land, as well as all easements, rights and appurtenances of the land, and the use, occupancy, sale, lease or other transfer of the land and buildings. All owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents of any of them are subject to the provisions of the Master Deed, these Bylaws, and the applicable laws of the State of Maryland.
3. **Personal Application.** All present and future Co-owners, tenants, future tenants, their guests, licensees, agents, employees and any other person or persons that shall be permitted to use the facilities of the Condominium, shall be subject to these Bylaws and to the Rules and Regulations issued by the Board of Directors to govern the conduct of the residents. Acquisition, rental or occupancy of any of the units in the Condominium shall constitute an acknowledgment that the Co-owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Master Deed and the rules and regulations of the Council of Co-Owners and will comply with them.

**ARTICLE II
COUNCIL OF CO-OWNERS**

1. **Constitution.** These Bylaws along with the Articles of Incorporation, Master Deed and Rules and Regulations govern the Council of Co-Owners (the "Council"), which shall be comprised of every person, firm, corporation, trust or other legal entity, or any combination of those that owns any unit in the Condominium.

2. **Voting.** Voting at all meetings of the Council, in person or by proxy, shall be on a percentage basis with each unit being entitled to vote the individual percentage allocated to his unit in paragraph FOURTH of the Master Deed. Where a unit is owned by more than one person, those Co-owners shall be collectively entitled to the vote assigned to that unit and those Co-owners shall, in writing, designate an individual who shall be entitled to vote on behalf of the Co-owners of the unit of which he/she is a part owner. The designation of this individual shall remain effective until it is changed in writing. No lessee, lien holder, mortgagee, pledgee or contract purchaser shall have any voting rights with respect to the affairs of the Condominium.
3. **Majority of Co-owners.** "Majority of Co-Owners" means the Co-Owners with 51% or more of the votes of the Condominium, unless otherwise stated.
4. **Duties.** The Council shall be responsible for overall policy and administration of the Condominium, through its elected Board of Directors (Board) except for matters specifically reserved for the Council of Co-Owners.
5. **Principal Office.** The principal office of the Council is located at 648 Azalea Drive, Rockville, Maryland 20850, but may be located at a suitable and convenient place or places permitted by law and designated by the Board.
6. **Place of Meeting.** Meetings of the Council shall be held at the principal office or such other suitable place convenient to the Council as may be designated by the Board and stated in the notice of the meeting.
7. **Annual Meeting.** The annual meeting of the Council shall be held during the first fifteen days of September at a time and place determined by the Board. At that meeting, the Council shall elect by ballot a Board of Directors, according to the requirements of these Bylaws. The Council may also transact other business as may properly come before it.
8. **Notice of Annual Meeting.** Written notice of the annual meeting shall be served upon or mailed to (such mailing to be considered notice served) each Co-Owner at least ten (10) days, but not more than sixty (60) days, prior to the meeting. The form of such notice shall be approved by the Board and issued under its direction.
9. **Special Meeting.** A special meeting of the Council for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Council, and shall be called by the Secretary if so directed by resolution of the Board or upon a petition signed by thirty percent (30%) of the votes of the Condominium and presented to the Secretary of the Council. The petition shall state the purpose or purposes of the proposed special meeting. No business shall be transacted at a special meeting except as stated in the notice.

10. **Notice of Special Meeting.** Written notice of a special meeting, stating the time, place and object of the meeting and the specific action to be taken at it, shall be served upon or mailed (such mailing to be considered notice served) to each Co-Owner at least ten (10) days but not more than sixty (60) days before the meeting.

11. **Voting Requirements.** A Co-Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Council unless the Council has recorded a statement of a condominium lien on the Co-owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

12. **Proxies.** At all meetings of the Council, each Co-Owner having the right to vote in person will be supplied with a proxy as provided for by State or Local statute in a form approved by the Board of Directors. The proxy shall only be valid for that meeting or its rescheduled meeting(s), with a maximum of 180 days. A proxy may be used to vote for directors only if the proxy has been specifically directed to vote for those directors; otherwise the proxy may only be used for the purpose of meeting quorum and to vote on other matters of business brought before the Council. Proxies are to be delivered to a member of the Board not on the ballot or the Board secretary. The meeting shall be conducted according to Maryland State Law.

13. **Quorum.** A majority of the Co-Owners shall constitute a quorum for the adoption of decisions. If, however, such quorum is not present or represented at any meeting, the Co-Owners entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting, without notice other than announcement of the rescheduled meeting. The Council may use Title 11, Subtitle 11-109 of the Maryland Condominium Act for a subsequent meeting. At the rescheduled meeting those in attendance may transact any business which might have been transacted at the meeting originally called

14. **Council Action.** When a quorum is present at any meeting, the vote of a majority of the Co-Owners present in person or by proxy shall decide any question brought before such meeting unless the question is one upon which by specific provision of the statutes, or of these Bylaws, a different vote is required, in which case such specific provision shall govern and control the decision of that question.

15. **Order of Business.** The order of business at all meetings of the Council of Co-Owners 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) reports of committees, (f) election of directors, if applicable, (g) unfinished business, and (h) new business. Co-Owners are permitted during (g) and (h) to comment on any matter relating to the condominium.

ARTICLE III
BOARD OF DIRECTORS

1. **Powers and Duties.** The affairs and business of Regents Square Condominium shall be managed by a Board of Directors, "Board", which may exercise such powers and perform such duties and lawful acts as are not required by statute or these Bylaws to be performed by the Council or others. The Board may adopt rules and regulations when required for the operation of the Condominium as long as no Rule or Regulation conflicts with the statutes or these Bylaws, Master Deed or Article of Incorporation. In addition, no rule or regulation enacted after the execution of a mortgage or deed of trust may impair in any way the lien of any mortgage or holder of a note secured by a deed of trust.

2. **Responsibilities of the Board.** It shall be the responsibility of the Board of Directors:

(a) To provide for the care, upkeep, protection and maintenance of the common elements of the Condominium, and in connection with doing so, to enter into service, employment, and other necessary contracts, and to employ, supervise, and dismiss employees, agents and attorneys as required.

(b) To prepare for submission to the annual meeting of the Council a budget to serve as the basis for the amount to be assessed against the Co-Owners for common expenses and limited common expenses.

(c) To collect such assessments, deposit them in a bank, and utilize the same for administration of the project.

(d) To obtain insurance for the Condominium as prescribed in these Bylaws.

(e) To establish reasonable reserve funds for emergencies and unforeseen contingencies and the repair and replacement of common and limited common elements.

(f) To enforce the provisions of the Master Deed, Bylaws and any amendments, and such rules and regulations as the Board may issue when necessary, including the right to sue for collection/penalties on behalf of the Condominium.

(g) To impose monetary and non-monetary penalties for the breach of any provision of the Master Deed, Bylaws, or Rules or Regulations adopted by the Board. The amount and form of penalty shall be determined by the Board. The process of enforcement is provided under the guidelines as stated by appropriate State statute.

3. **Management Agent.** The Board of Directors may employ for the Council a management agent 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 section 2 (a) through (e) of this Article III. The Association may not be self- managed.
4. **Validity of Contracts.** No contracts or other transaction between the Board and any other legal entity, and no act of the Board shall be affected or invalidated by virtue of the fact that any of the Officers or Directors of the Board are pecuniarily or otherwise interested in, or are Directors or Officers of, such other legal entity when such interest has been disclosed.
5. **Number of Directors.** The number of directors which shall constitute the whole Board shall be not less than five (5) or more than nine (9). All members of the Board must be Co-Owners.
6. **Election and Term of Office.** At the expiration of the term of office of each respective Director, each successor shall be elected at the subsequent annual meeting of the Council to serve a term of two (2) years. The Directors shall hold office until their successors hold their first meeting.
7. **Organization Meeting.** The first meeting of a newly elected Board shall be held at a time and 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, providing a majority of the whole Board shall be present.
8. **Regular Meeting.** Regular meetings of the Board may be as scheduled by a majority of the Board, but at least two meetings must be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director as determined by the Board at its organizational meeting.
9. **Special Meetings.** Special meetings of the Board may be called by the President on three days' notice to each Director. Notice shall be given personally or by mail, telephone or electronic mail, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least three (3) Board members.
10. **Waiver of Notice.** Before or at any meeting of the Board, 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 that Director. If all the Directors are present at any meeting of the Board, no notice is required and any business may be transacted.

11. **Board of Directors' Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may reschedule the meeting. At any such re-scheduled meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

12. **Vacancies.** Except as provided in section 6 of this Article, vacancies in the Board 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 the Board. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Council.

13. **Removal of Directors.** Except as provided in section 6 of this Article, a Director may be removed with or without cause, and his successor elected, at any duly called meeting of the Council at which a quorum is present. The vote must be cast by a majority of the Co-Owners present and voting. Any director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting.

14. **Compensation.** No Director may collect compensation for serving on the Board. Nothing contained in these Bylaws shall be construed to preclude any director from serving the Council in any other capacity and receiving compensation for that service.

15. **Report of Board of Directors.** The Board shall present at each annual meeting, and when called for by vote of the Council at any special meeting of the Council, a full and clear statement of the business and condition of the Condominium.

16. **Fidelity Bonds.** The Board may require that all officers, agents 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.

ARTICLE IV **OFFICERS**

1. **Designation and Election of Officers.** The Board annually, at its first meeting following the annual meeting of the Council, shall elect a President, Vice President, a Secretary and a Treasurer of the Condominium. In its judgment and discretion, the Board may choose additional officers. With the exception of the President, no officer need be a member of the Board. Two or more offices may be held by the same person, except the President shall not hold any other office.

2. Removal of Officers. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board. If any officer's position becomes vacant for any reason, the vacancy shall be filled by the Board.

3. President. The President shall be the chief executive officer and shall preside at meetings of the Council of Co-Owners and the Board and shall be an ex officio member of all committees. The President shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect.

4. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe. If neither the President nor the Vice President is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

5. Secretary. The Secretary shall attend all sessions of the Board and all meetings of the Council and record all votes and the minutes of all proceedings and shall perform like duties for committees when required.

The Secretary shall give, or cause to be given, notice of all meetings of the Council, the Board and committees and shall perform such other duties as may be prescribed by the Board or President. The Secretary for the Board shall compile and keep up to date a complete list of the Co-Owners and their last known post office addresses. This list shall be open to inspection by all Co-Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minutes, including the minutes of all annual and special meetings of the Council and all sessions of the Board including resolutions. These duties may be delegated to the Management Agent, but will remain the responsibility of the Secretary.

6. Treasurer. The Treasurer shall supervise the custody of all funds and securities and shall oversee the record keeping of receipts and disbursements and the deposit of all monies and other valuable effects in depositories designated by the Board. He/she shall supervise disbursement of funds as ordered by the Board and shall give the Board, at its regular meetings or as requested, an account of all of his/her transactions as Treasurer and of the financial condition of the Condominium. These duties may be carried out by the Management Agent as directed by the Board.

The Treasurer may be bonded at the Board's discretion as a common expense.

7. **Annual Accounting.** All books and records shall be kept in accordance with generally accepted accounting practices on a fiscal year basis. The Fiscal Year shall be determined by the Board of Directors at its discretion and all books and records shall be audited annually by an independent person or persons to be selected by the Board. The Board shall make the report of the audit to the Council at each annual meeting.

8. **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/her in connection with any proceeding to which he/she is a party, or in which he/she may be involved, by reason of his/her being or having been a Director or officer of the Council, or any settlement thereof. This shall apply whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties. In the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Council. The right of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE V

OPERATION OF THE PROPERTY

1. **Common Expenses.** Common expenses, in general, shall include the costs of maintenance, repair or replacement of the common elements and the expenses of administration and management, including, among other things, management fees, casualty and liability insurance premiums and the fees and disbursements of the Insurance Trustee, service contracts and employee salaries. The common expenses may also include such amounts as the Board may deem proper for the operation of the Condominium, including, without limitation, amounts for working capital, a general operating reserve, a reserve fund for replacements, and an amount to make up any deficit in the common expenses for prior years. The common expenses may also include amounts as required for the purchase or lease by the Board or its designee, corporate or otherwise, on behalf of all Co-Owners of any unit in the Condominium whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale.

2. **Limited Common Expenses.** The cost of maintaining, servicing, repairing and replacing the four limited common element hot water heaters, and the cost of the gas used to heat the water in those heaters shall be limited common expenses. The provisions which follow concerning notification of common charges, establishment of a lien for common expenses, payment of lien after transfer, default in payment of lien, and enforcement of lien, apply equally to limited common expenses, even though not expressly mentioned.

3. **Determination of Common Expenses and Limited Common Expenses and Fixing of Common Charges.** At each annual meeting the Council shall fix the amount deemed necessary to provide for the costs of administration and common expenses and limited common expenses in the subsequent fiscal year, and shall assess the amount against all units in the Condominium according to their individual percentage interests as set forth in paragraph FOURTH (common expenses) and paragraph FIFTH (limited common expenses) of the Master Deed. To assist the Council in determining such amount, the notice of the annual meeting mailed to Co-Owners shall be accompanied by the estimated budget prepared by the Board and a recommendation by the Board as to an appropriate figure to cover the same, broken down into amounts for common and limited common charges.

4. **Notification of Common Charges.** The Board shall advise all Co-Owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, and shall furnish copies of each budget on which such charges are based, to all Co-Owners and to their mortgagees if so requested.

5. **Lien for Common Expenses.** Each Co-Owner is obligated to pay the charges assessed against his unit for payment of common expenses, and such amount shall constitute a lien against that unit from the date of assessment until the date of full payment. At the option of the Board, the assessment shall be made payable in advance, in monthly, quarterly or other convenient installments.

The lien as noted above shall be inferior only to general and special assessments for real estate taxes and deeds of trust, mortgages, or other encumbrances recorded prior to the date of assessment of said lien, or recorded after receipt of a written statement from the Board that the payments on said lien were current as of the recordation date of such deed of trust, mortgage instrument or other encumbrance.

6. **Payment of Lien After Transfer.** Upon the voluntary sale or conveyance of a unit, there shall be paid or provided from the sale proceeds, or by the grantee, an amount sufficient to satisfy any unpaid portion of assessments due and payable as of the date of conveyance. Any purchaser or lender in connection with any such sale or conveyance shall be entitled to a statement furnished by the Board of Directors or Management Agent, setting forth in detail the amount of any unpaid assessment owed by the seller, or borrower, and such purchaser or lender shall be entitled to rely on such statement and shall have no liability for, nor shall the unit be encumbered with an amount of unpaid assessments greater than that shown in said statement. Should such a statement not be provided by the seller, the obligation for the unpaid assessment becomes the obligation of the purchaser up to the amount of any lien having been placed against the unit. Upon an involuntary sale through foreclosure of a deed of trust, mortgage or encumbrance having a preference, the purchaser shall not be liable for any installments of that lien as became due after the recording of the deed of trust, mortgage or encumbrance. The liability for unpaid assessments will remain with the former owner as a personal obligation.

No Co-Owner shall be liable for the payment of any part of the common charges assessed against his unit after a sale, transfer or other conveyance by him (made in accordance with the provisions of these Bylaws) of such unit. In addition, any Co-Owner may, subject to the terms and conditions specified in these Bylaws, provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit to the Board of Directors, or its designee, corporate or otherwise, on behalf of all other Co-Owners, and in such event be exempt from common charges thereafter assessed.

7. **Default in Payment of Lien.** In the event of default in the payment of any one or more installments of the assessments established for the payment of common expenses, the Board of Directors may declare any remaining annual assessment balance of said lien at once due and payable.

The Board shall have the right and duty to take all appropriate actions and steps to collect any assessments which shall remain unpaid for a period of more than thirty (30) days from the due date thereof. The Board may institute a suit to recover a money judgment for the same, together with interest, late charges thereon and reasonable expenses of collection, including attorneys' fees, without foreclosing or waiving the lien hereinbefore provided.

8. **Lien Enforcement.** The lien for unpaid assessments may be enforced and foreclosed in the manner provided by the laws of the State of Maryland.

Additionally, each Co-Owner, by acquiring a unit in the Condominium, irrevocably agrees as follows: That the acquired unit is encumbered, not only with the aforesaid lien but, also, with a continuing trust for the purpose of enforcing and foreclosing the lien; that the persons who shall be serving as President and Vice President of the Condominium shall during their terms of office constitute the acting and qualified trustees of that trust; that, in the event of a default in the payment of any such unpaid assessment, and the continuation of such default for a period of thirty (30) days, the trustees shall have the right and power to enforce the lien by selling the unit at public auction for the price and upon the terms provided by the laws of the State of Maryland. The Board may purchase the unit at the public auction for the benefit and interest of the Co-Owners. The defaulting Co-Owner waives any notice to quit that may be required by the laws of the State of Maryland, and shall quit and surrender the premises not later than the day set for the sale.

In any action brought by the Board to foreclose a lien on a unit because of unpaid charges, the Co-Owner shall be required to pay a reasonable rental for the use of his unit and the Board as plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

9. **Restrictions on Use of Units.** To assist the Condominium in providing for congenial occupancy and the protection of the value of the units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the units.

No elements of the Condominium may be used for any unlawful purpose. All units shall be used solely as single family residences.

In the use of the elements of the Condominium, Co-Owners shall obey and abide by all valid and applicable laws, ordinances and zoning and other governmental regulations and all applicable Rules and Regulations adopted by the Board.

No nuisances shall be allowed on the Condominium 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 Condominium by its residents.

The common elements 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 the units. A Co-Owner shall not place or cause to be placed in the public walkways, parking lots or other common areas or common facilities, other than a rear yard to which such Co-Owner has sole access, and other than the areas designated as storage areas, any furniture, packages or objects of any kind. The public walkways shall be used for no purpose other than for normal pedestrian transit through them. Rear yards are not to be used for storage of non-outdoor type items.

A Co-Owner shall grant a right of access to his/her unit to the Board and/or any other person authorized by the Board for the following purposes; making inspections or correcting any condition originating in his/her unit and threatening another unit or a common element; installing, altering, or repairing the mechanical or electrical services or other common elements in his/her unit or elsewhere in the buildings; and correcting any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Co-Owner. In case of an emergency, such right of entry shall be immediate, whether the Co-Owner is present at the time or not. Right of access to rear yards by authorized personnel is permitted at any reasonable time.

10. **Abating and Enjoining Violations By Co-Owners.** The violation of any Rule or Regulation adopted by the Board, or the breach of any of these Bylaws, or the breach of any provision of the Master Deed shall give the Board, or its duly authorized agent, the right, in addition to any other rights set forth in these Bylaws: (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 Co-Owner at fault, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Rules, Regulations, Bylaws or Master Deed; and the Board or its duly authorized agent 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.

11. Maintenance and Repair. Each Co-Owner shall be responsible for the care, upkeep, protection and maintenance of his unit, except to the extent that the obligation therefore is imposed on the Board by Article III, Section 2(a). The Co-Owner's responsibility shall include, but shall not be limited to, the following: the interior walls, floors and ceilings; kitchen and bathroom fixtures, appliances and equipment; refrigerator, range and air conditioning unit, and those parts of the plumbing, lighting, heating and air conditioning systems which are wholly contained within his/her unit or which serve only his/her unit and no other. Every Co-Owner must perform promptly all maintenance and repair work within his/her own unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Co-Owners. Every Co-Owner shall be expressly responsible for any damages and liabilities suffered by other Co-Owners or by the Council resulting from or caused by said Co-Owner's failure to maintain or repair his/her unit. Each Co-Owner shall perform his/her responsibilities in a manner that shall not unreasonably disturb or interfere with the other Co-Owners.

Each Co-Owner shall promptly report to the Council or its agent any defect or need for repairs which are the responsibility of the Council. A Co-Owner shall promptly reimburse the Council for any expenditure incurred in repairing or replacing any common area and facility damaged through his/her fault.

Every Co-Owner is responsible for maintenance and replacement of the limited common elements of his/her unit.

12. Alterations, Additions and Improvements. Whenever in the judgment of the Board the common elements shall require non-budgeted additions, alterations or improvements costing in excess of \$150,000, and the making of these additions, alterations or improvements shall have been approved by a majority of the votes of the Condominium, the Board shall proceed with those additions, alterations or improvements and shall assess all Co-Owners for the cost as a common charge, if necessary. Any non-budgeted additions, alterations or improvements costing \$150,000 or less may be made by the Board without approval of the Co-Owners or any mortgagees of units and the cost shall constitute part of the common expenses.

Without the prior written consent of the Board (or designated Committee), no Co-Owner shall undertake any exterior modification or interior change to any portion of the structures which would or might jeopardize the safety or soundness of the structure. There shall be no drilling into the concrete slab for any purpose or any change in pipe configuration without the written prior approval of the Board or designated Committee. The Board must answer any written request by a Co-Owner for approval of a proposed structural addition, alteration or improvement of the Co-Owner's unit, within forty-five (45) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. All requests must be on the Board-approved Architectural Request Forms.

* Attached please see Amendment of this Article V, Section 12 dated June 4, 2008.

* Attached please see Amendment of this Article V, Section 12 dated June 4, 2008.

If a permit is required from any municipal department or any other governmental authority to make an addition, alteration or improvement in or to any unit, it shall be executed by the unit owner and is a requirement of any Board approval.

There shall not be any liability on the part of the Board or individual director to any contractor, subcontractor or supplier as a result of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising from the addition, alteration or improvement.

All repairs and replacements shall be substantially similar to the original construction and installation.

13. **Rules of Conduct.**

- (1) Co-Owners /Residents shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb other Co-Owners or resident.
- (2) No Co-Owner/Resident shall:
 - (a) post any advertisements or posters of any kind on the property except as authorized by the Board of Directors.
 - (b) hang garments, rugs, or similar objects from the windows or from any of the facades of the Condominium; or place clotheslines in rear yards;
 - (c) act to interfere unreasonably with the peace and enjoyment of the Co-Owners or residents of the other units in the Condominium.
 - (d) place garbage or trash outside the areas prescribed by the Board.
- (3) Domestic pets may be kept by Co-Owners of units in accordance with regulations prescribed by the Board.
- (4) Co-Owners are permitted to erect fences enclosing the rear yards which are limited to the use of their respective units, provided that no fence shall be erected beyond the boundary of the rear yard (see Master Deed for boundary limits) so as to encroach on to Common Elements and that replacement, repair and upkeep of that fence and enclosed grounds is the responsibility of Co-Owners. Any proposed fence must meet with the approval of the Board prior to its erection. The Condominium reserves the right to mow lawns and otherwise maintain the rear yards if not enclosed.

(5) No Co-Owner, resident or lessee shall install exterior wiring for electrical or telephone installation, television antennae or satellite dishes except as authorized by the Board and permitted by Federal law regarding satellite dishes and other signal- receiving devises.

(6) No machines of any kind, such as air conditioning units, etc., which protrude through the walls, windows or the roof of the structures, including the utility sheds, or are otherwise visible on the exterior of the project are permitted except with prior written approval of the Board.

ARTICLE VI INSURANCE

1. **Authority.** The Board of Directors shall obtain casualty and liability insurance, as may be readily available in the industry, under the terms and for the amounts deemed necessary by the Board and as required by State Statute. The amount of such insurance, if readily available, may be changed, as may be requested from time to time by a majority of the Co-Owners, or by any mortgagee of a unit, but may not be less than that amount required by section 3 of this Article. Premiums for insurance purchased by the Board shall be charged as items of common expense. The insurance coverage shall provide for the issuance of certificates of insurance and mortgage endorsements. The insurance coverage shall provide that the insurer waive its right of subrogation as to any claims against the Co-Owners, the Council, the Board, the Managing Agent, and their respective agents. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss in excess of \$300,000.00, to be payable to the Insurance Trustee named, as hereinafter provided, or to its successor, for the benefit of each Co-Owner and his/her mortgagee according to his/her individual percentage interest in the Condominium, as set in paragraph FOURTH of the Master Deed.

Provisions for such insurance shall be without prejudice to the right of each Co-Owner to insure his/her own unit for his/her benefit, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance have been made by the Board on behalf of all Co-Owners. The Insurance Trustee at the time of the deposit of such policies and endorsements shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the Master Deed and these Bylaws. All insurance policies shall require written notice of cancellation to the Board and where the same is appropriate to any mortgagee of any unit. As used in this paragraph and in the following paragraphs relating to insurance, "mortgagee" includes the holder of a note secured by a deed of trust to a unit in the Condominium.

Each Co-Owner must obtain insurance at his own expense covering his personal property and personal liability. All such insurance shall contain a waiver of subrogation pertaining to the insurance purchased by the Association. It shall be the responsibility of each Co-Owner to have in place an insurance policy or the like with a minimum of \$10,000 Building Property coverage pertaining directly to their unit; the Association shall be named as an additional insured under the Building Property coverage and Personal Liability sections of the co-owner's policy.

The Co-Owner's individual policy shall include a provision to pay the Co-Owner's share of any Association deductible when the deductible is not assessed against all unit owners. The responsibility of payment of the deductible under the master policy is that of the co-owner(s) to whom proceeds are paid. The deductible is to be divided among co-owners in the same proportion as the insurance proceeds are distributed. The maximum deductible provided under this section shall be as provided under Maryland State statute.

2. Coverage. The Condominium shall maintain insurance as may be available, against casualty in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire, vandalism, malicious mischief, windstorm, water damage and other hazards covered by the standard extended coverage endorsement, insuring the buildings (including all of the units and the bathroom, kitchen and laundry fixtures and equipment initially installed therein by the Grantor together with all air conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Co-Owners) and other Condominium property. The Condominium shall be insured against personal injury and property damage in such amounts and in such forms as shall be required by the Board which, however, in no event shall be less than \$1,000,000 with respect to any individual and \$1,000,000 with respect to any one accident or occurrence and \$1,000,000 with respect to any claim for property damage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Council as a group, the Board and each individual Co-Owner. Workers' Compensation insurance shall be obtained where necessary to meet the requirements of law.

3. Insurance Trustee. An Insurance Trustee may be appointed by the Board at its discretion or as per provision of these Bylaws. The Board may choose itself, management agent or any other person, Corporation or group of persons to serve as Insurance Trustee.

All insurance policies purchased by the Board shall be for the benefit of the Council, each Co-Owner and his mortgagee, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Insurance Trustee, except that if the net proceeds are \$300,000 or less, they shall be payable directly to the Board. All policies shall provide that adjustment of loss shall be made by the Board or its designee. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Council and the Co-Owners and their respective mortgagees, in shares equal to the aforementioned individual percentage interest of each Co-Owner, but such shares need not be set forth upon the records of the Insurance Trustee.

4. Destruction, Restoration or Distribution. Where eighty percent or less of the units are damaged or destroyed and the condominium is not terminated, there shall be compulsory restoration and repair, and the insurance proceeds shall be applied to the cost of repairing the damage suffered by each damaged unit. Upon the request of the Insurance Trustee, the Council or the Board shall certify to the Insurance Trustee the appropriate portions, and each Co-Owner shall be bound by such certificate.

Where more than eighty percent of the total units are damaged or destroyed and where the same are not to be restored by a vote not to rebuild (or the condominium is terminated), the insurance proceeds shall be payable to all of the Co-Owners in proportion to their said respective individual percentage interests. In the event there is a recorded mortgage on a unit, the share of the Co-Owner shall be held in trust for the mortgagee thereof and the Co-Owner as their interests may appear.

5. Covenants for benefit of Mortgagees. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Co-Owner entitled to the proceeds, after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

(a) If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Co-Owner and the mortgagee, if any, entitled to the proceeds; all remittances to Co-Owners and their mortgagees will be payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

(b) If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed pro rata to the Co-Owner entitled to the proceeds, after first paying off, out of the respective share of each Co-Owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the unit of each Co-Owner. Remittance to a Co-Owner and his/her mortgagee shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

(c) In making distribution to Co-Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Council or Board as to the names of the Co-Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Council or Board shall deliver such certificate as soon as practicable.

6. Reconstruction. If any part of the Condominium elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

(a) Where there is partial destruction, which means, destruction which does not render eighty percent or more of the units uninhabitable, there shall be compulsory reconstruction or repair.

(b) Where there is total destruction, which means destruction which does render more than eighty percent of the units uninhabitable, reconstruction or repair shall not be compulsory unless at a meeting of the Co-Owners a majority vote in favor of such reconstruction or repair.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the Condominium was originally constructed.

(d) Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for action by the Co-Owner upon whose property the encroachment exists, provided that the reconstruction was substantially in accordance with the plans and specifications under which the Condominium was originally constructed. The encroachments shall be allowed to continue in existence for so long as the buildings stand.

(e) The Insurance Trustee may rely upon a certificate of the Council or the Board which certifies whether or not the damaged property is to be reconstructed or repaired. The Council or the Board, upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is borne by the Co-Owner, then the Co-Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Council.

7. Assessments if Insurance is Inadequate. Immediately after a casualty causing damage to property for which the Council has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in as good a condition as it was before the casualty. Such costs may include professional fees and premiums for any bonds the Board desires. If the proceeds of insurance are not sufficient to defray the estimated costs, assessments shall be made against all the Co-Owners in proportion to their individual percentage interests in sufficient amounts to provide funds to pay the estimated costs. These assessments may also be made, if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient. The deductible under the master insurance shall not be considered as "insufficient insurance."

8. Disbursement. The funds for payment of costs of reconstruction and repair after casualty, consisting of proceeds of insurance held by the Insurance Trustee and funds collected by the Council from assessments against Co-Owners, shall be disbursed in payment of such costs in the following manner:

(a) If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for common expenses made during the year in which the casualty occurred and including the insurance proceeds, then the sums paid upon assessments to meet such costs shall be deposited by the Council with the Insurance Trustee. In all other cases, the Council shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) The proceeds of insurance collected on account of casualty and the sums deposited with the Insurance Trustee by the Council from collections of assessments against Co-Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Council; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) If the amount of the estimated costs of reconstruction and repair or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Council and upon approval of an architect qualified to practice in Maryland and employed by the Council, acting through the Board, to supervise the work.

(3) It shall be presumed that the first monies disbursed in payment of said costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Co-Owners and their mortgagees who are the beneficial owners of the fund.

(4) Each Co-Owner shall be deemed to have delegated to the Board his/her right to adjust with insurance companies all losses under policies purchased by the Council subject to the rights of mortgagees of such a Co-Owner.

ARTICLE VII
MORTGAGES

- 1. **Notice to Board.** A Co-Owner who mortgages his/her unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board; the Board shall maintain such information in a book titled "Mortgages of Units." If this information is not provided by the Co-Owner, the Board's obligation to maintain such information is removed.
- 2. **Notice of Unpaid Common Charges.** The Board, 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.
- 3. **Notice of Default.** The Board, when giving notice to a Co-Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit if the name and address have been furnished to the Board and the holder of the mortgage has so requested.
- 4. **Examination of Books.** Each Co-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, but not more often than once a month.

As used in this title and generally in these Bylaws, the term "mortgagee" includes any lender whose indebtedness is secured by a Deed of Trust or Mortgage recorded among the Land Records of Montgomery County, Maryland.

ARTICLE VIII
NOTICE

- 1. **Manner of Notice.** Whenever any notice is required to be given under the provisions of applicable statutes or of the Master Deed or these Bylaws to any mortgagee, director or Co-Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post paid sealed wrapper, addressed to such mortgagee, director or Co-Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.
- 2. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated there in, shall be deemed equivalent thereto.

ARTICLE IX
RESIDENT AGENT

1. **Resident Agent.** The Resident Agent shall be determined by the Board of Directors as it sees fit. If no Agent is determined by the Board, then it shall be the Management Agent or its designee.

ARTICLE X
COMPLIANCE: SEVERABILITY

These Bylaws are set forth to comply with the requirements of the State of Maryland. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

ARTICLE XI
AMENDMENTS TO BYLAWS

These Bylaws can be amended by the affirmative vote of Co-Owners having 66 2/3 percent of the ownership of the Council. All Co-Owners must be notified in writing of the proposed changes at least ten days in advance of the vote to amend these Bylaws.

NOT FOR RELEASE
RETURN TO: LAWRENCE I. WACHTEL, ESQ.
1401 ROCKVILLE PIKE
SUITE 560
ROCKVILLE, MD 20852

Amendment to Bylaws; Regents Square Condominium
June 2008

Article V, Section 12, shall be amended to read:

Alterations, Additions and Improvements. Whenever in the judgement of the Board, the common elements shall require non-budgeted additions, alterations or improvements costing in excess of \$150,000, and the making of these additions, alterations or improvements shall have been approved by a majority of the votes of the Condominium, the Board shall proceed with those additions, alterations or improvements and shall assess all Co-Owners for the cost as a common charge, if necessary. Any non-budgeted additions, alterations or improvements costing \$150,000 or less may be made by the Board without approval of the Co-owners or any mortgagees of units and the cost shall constitute part of the common expenses.

Without the prior written consent of the Board or designated Committee; nor shall any Co-Owner make any alteration to the water, gas, heating, electrical, plumbing or air conditioning systems, or make any structural addition, alteration or improvement in or to his unit, without the prior written consent thereto of the Board. The Board must answer any written request by a Co-Owner for approval of a proposed structural addition, alteration or improvement of the Co-Owner's unit, within forty-five days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. All requests must be on the Board-approved Architectural Request Forms.

If a permit is required from any municipal department or any other governmental authority to make an addition, alteration or improvement in or to any unit, shall be executed by the unit owner and is a requirement of any Board approval.

There shall not be any liability on the part of the Board or individual director to any contractor, subcontractor or supplier as a result of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising from the addition, alteration or improvement.

All repairs and replacements shall be substantially similar to the original construction and installation.

FILED
LORE KNEIGHT
CLERK'S OFFICE
HARRIS COUNTY, TEXAS

2008 JUL -2 A 10:26

RECORDING FEE 20.00
TOTAL 70.00
25.00
Rest # H067 Rcpt # 70057
Bik # 644
Jul 02, 2008 10:25 am

NOT FOR RECORD

30
KG

CERTIFICATE OF THE PRESIDENT OF THE
COUNCIL OF UNIT OWNERS OF REGENTS SQUARE CONDOMINIUM

In accordance with Article XI OF THE Bylaws of Regents Square Condominiums and in accordance with Real Property §§11-104(e)(2) and (5) of West's Annotated Code of Maryland (2001), the President hereby certifies that the amendment to the Bylaws to which this Certificate is attached was approved by owners of units representing at least 66 2/3 percent of the votes in the Council of Unit Owners of Regents Square Condominium, and shall become effective on recordation.

ATTEST:

COUNCIL OF UNIT OWNERS OF
REGENTS SQUARE CONDOMINIUMS

By: Ruth E Koeningber
President

[Signature]
Secretary

STATE OF MARYLAND)
County of Montgomery) ss:
)

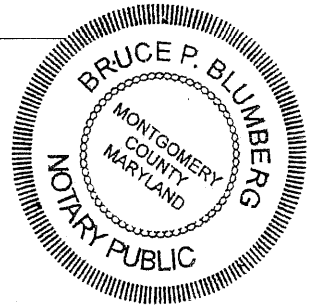
I hereby certify that on this 14 day of MAY, 2008, before me, the undersigned Notary Public, personally appeared Ruth Koeningber the President of Council of Unit Owners of Regents Square Condominiums, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires:

Bruce P. Blumberg
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires 11/29/11



NOT FOR PRESERVE

AMENDMENT OF BYLAWS FOR REGENTS SQUARE CONDOMINIUM BY SUBSTITUTION AND REPLACEMENT

Amendment of Bylaws by Substitution and Replacement, made this 13 day of October 2004, in Montgomery County, Maryland by REGENTS SQUARE CONDOMINIUM, an unincorporated Association hereinafter sometimes referred to as REGENTS SQUARE.

WHEREAS, on August 18, 1971, in the Office of the Clerk of the Circuit Court for Montgomery County, Maryland, Bylaws for REGENTS SQUARE, were recorded in Liber 4110 at folio 498; and

WHEREAS, after proper notice to all unit owners, a meeting was held on September 14, 2004 to vote on the replacement of the Bylaws at which time the substituted Bylaws were presented and voted upon; and

WHEREAS, the proposed Amendment of the Bylaws of REGENTS SQUARE by Substitution and Replacement, were approved by the affirmative vote, in person or by proxy, of at least sixty-six and two-thirds (66 2/3%) of the unit owners at the aforesaid special meeting; and

WHEREAS, the Board of Directors of REGENTS SQUARE desire to record the new Bylaws of REGENTS SQUARE and by these presence does hereby record the substituted Bylaws.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board of Directors of REGENTS SQUARE hereby declare to substitute the Bylaws of REGENTS SQUARE CONDOMINIUM.

See Exhibit "A" Attached

IN WITNESS THEREOF, the said REGENTS SQUARE CONDOMINIUM, a non-incorporated Association, has on this 13 day of October, 2004 caused these Replacement Bylaws to be executed by Patricia Culpepper, President for REGENTS SQUARE CONDOMINIUM.

REGENTS SQUARE CONDOMINIUM

ATTEST: By: Patricia Culpepper, Patricia Culpepper, President, Board of Directors

By _____

STATE OF: MARYLAND COUNTY OF: Montgomery

On this 13 day of October 2004, before me, the undersigned officer, personally appeared Patricia Culpepper known to me (or satisfactory proven) to be the person who subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 11/1/07

[Signature] NOTARY PUBLIC

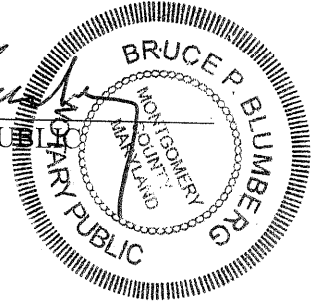


Table with recording fees: RECORDING FEE 75.00, IMP FD SURE 20.00, TOTAL 95.00, Reg # MO95, Rcpt # 65118, Date 10/13/04, 03:00 am

2005 JAN 26 A 9: 00

75 20