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**BY-LAWS
OF
WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION**

Article I

Section 1. Name and Location: The name of this Corporation is WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION. Its principal place of business is 16000 Industrial Road, Gaithersburg, Maryland. The Corporation may have such other offices within or without the State of Maryland as the Board of Directors or the members may from time to time designate.

Section 2. Applicability. These By-Laws and each provision thereof shall be applicable to all Lots and members, as defined, within the property and shall extend, without further act or deed, to any property or members added as a result of amendments to the Declaration.

Article II

The following words when used in these By-Laws shall have the following meanings:

Section 1. "Association" shall mean and refer to the WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, a non-profit, non-stock corporation incorporated under the laws of the State of Maryland, its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned by the Association to be devoted to the common use and enjoyment of the members of the Association. The "Common Areas" shall include all recreational Facilities to be erected thereon by the Declarant.

Section 3. "Declarant" shall jointly mean PULTE HOME CORPORATION, a Delaware Corporation, with offices at 16000 Industrial Road, Gaithersburg, Maryland, Midatlantic National Bank, _____, New Jersey, or any successor or assign and other entity which, in conjunction with or in lieu of PULTE HOME CORPORATION, develops the community known as WILLIAMSBURG SQUARE.

Section 4. "Declaration" shall mean that Declaration of Covenants Conditions and Restrictions filed and recorded among the Land Records of Montgomery County, Maryland at Liber 4746, Folio 539, and any amendments thereto duly recorded in accordance with its terms.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property, with the exception of Common Areas as heretofore defined.

Section 6. "Member" shall mean and refer to every person who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 8. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 9. "Property" shall mean that real property described in Exhibit "A" attached hereto and made a part hereof, together with all additions and annexations which may be made from time to time.

Article III

The following sections of this Article III shall apply to membership in the Association.

Section 1. Members. Every Person, as defined, who is a record owner of a fee or undivided fee interest of any Lot within the Property shall be a member of the Association, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the residential community known as WILLIAMSBURG SQUARE. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Classification of Members. Members shall be divided into two classes denominated as Class A Members and Class B Members defined as follows:

Class A Members shall be all Owners as defined in Article III Section 1 with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B Member(s) shall be the Declarant, who shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership upon the first to occur of (a) when the total votes outstanding in the Class A membership are greater than the total votes outstanding in the Class B membership; or (b) on December 31, 1982, provided, however, that if the Declarant is unable to fully develop the Property and sell all recorded Lots to owners by reason of any ban, moratorium or restriction imposed by any government, governmental agency, or public utility, then this date shall be extended for a period equal to the period between the date on which such ban, moratorium or restriction commenced, and the date upon which such ban, moratorium or restriction terminates or is rescinded, but in no event, shall such period be extended for more than five years. From and after the happening of these events, whichever occurs first, the Class B Member(s) shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

Section 3. Membership Certificates. Each member shall receive a certificate evidencing his membership in the Association. Each such membership certificate shall state that the Association is organized under the laws of the State of Maryland, the name of the registered holder or holders 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 the transfer of title of the Lot to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal.

Section 4. 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 Association 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 a condition precedent to the issuance thereof, require the registered holder or holders 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 Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association.

Section 5. Assessments and Liens. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 6. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which the square feet contained in his Lot bears to the aggregate square footage of all Lots on the entire property.

Article VI

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

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held within one year of the date on which the Declaration of covenants, conditions and restrictions is recorded among the Land Records of Montgomery County, Maryland. Thereafter, the annual meetings of the members of the Association shall be held on the 3rd Wednesday of March each succeeding year. At such meeting there shall be elected by secret written ballot of the members a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Association 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-five (25%) of the total number of votes outstanding having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 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 Association, or if no such address appears, at his last known address, 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 last known address by deposit in the box or slot for the United States Mail. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

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, each of the members shall have the right to cast his vote as defined in Article III, Section 2 on each question. The vote of the members representing a fifty-one percent (51%) majority of the total votes represented at this meeting entitle to be cast with respect to any question, 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 of the Articles of Incorporation, or the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No members shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 8. Proxies. A member may appoint any other member or the Declarant or any other person permitted by law or by these By-Laws as his proxy. In no case may any member (except the

Declarant) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by these By-Laws.

Section 9. Whenever the vote of Members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration or these By-Laws, such meeting and vote may be dispensed with if all Members who would have been entitled to vote upon such action consent in writing to such action being taken.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.

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

Article V

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of at least three (3) natural persons and not more than seven (7) natural persons, a majority of who (after the first annual meeting of members) shall be members of the Association or officers or designees of the Class B Member(s).

Section 2. Initial Directors. The initial Directors shall be selected by the Declarant and need not be members of the Association. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records for Montgomery County, Maryland, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows: John L. Payne, L. Raymond Smith, and Rodger L. Schmidt.

Section 3. Power and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and the residential community 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 residential community and its common areas and services in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(b) establishment and 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 law and the provisions of these By-Laws and the Declaration.

(c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the residential community and the for the proper care of the common areas and to provide services for the community in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the residential community and the use of the common areas as are designated to prevent unreasonable interference with the use and occupancy of the residential community and of the common areas by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 4. Management Agent. The Board of Directors may employ for the Association 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 from time to time authorize in writing. The Declarant or an entity controlled by or under common control with the Declarant may be selected by the Board of Directors to serve as the Management Agent provided the compensation paid is fair and reasonable based on compensation paid to other entities for similar services in the Greater Washington, D. C., Metropolitan Area.

Section 5. Election and Term of Office. The term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. At the first annual meeting of the members, the members shall determine the number of Directors consistent with these By-Laws, who shall constitute the Board of Directors and shall elect a Board of Directors to serve until the next annual meeting. The term of office of each Director shall be for a period of one year and until their successors have been elected and hold their first meeting.

Section 6. 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.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of the majority of the entire 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 sixty (60) days delinquent in payment of any assessments and/or carrying charges due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the members, no remuneration shall be paid to any Director who is also a member of the Association for services performed for the Association in other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 9. 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 presented.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each calendar 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 six (6) days prior to the day named for such meeting.

Section 11. 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 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 one-third (1/3) of the Directors.

Section 12. 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, place and purpose thereof. If all the Directors are present and remain present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. 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 meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action of 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 individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Article VI

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of who shall be elected by the Board of Directors. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association.

Thereafter, except for the President, the officers of the Association need not be members of the Association. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as 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 Association 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 of 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 of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. In the event he is also a member of the Board of Director 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 president of an association, 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 Association.

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 delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; 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 the Secretary.

Section 7. Treasurer. The Treasurer shall have 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 Association. He shall be responsible for the deposit of all moneys and other

valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Article VII

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reasons of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the residential community (except to the extent that such officers or directors may also be owners of Lots within the residential community) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the residential community. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

Article VIII

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the residential community and, for the benefit of the Lots and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere 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 areas and any recreational facilities erected thereon, and, to the extent that the same are not separately metered or billed to each Lot, for the Lots.

(b) The cost of fire and extended liability insurance on the residential community and the cost of such other insurance as the Association may effect.

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

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

(e) The cost of painting, maintaining, replacing, repairing and landscaping the common areas and any recreational facilities thereon and such furnishings and equipment for the common areas 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 Association to paint, repair or otherwise maintain the interior or the exterior of any improvement on a Lot or any fixtures, appliances or equipment located therein or thereon.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise,

or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common areas and any recreational facilities erected thereon; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Lot or Lots, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in subsection (g) of Section 1 of this Article.

(g) The cost of the maintenance or repair of any Lot in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common areas or to preserve the appearance or value of the residential community or is otherwise in the interest of the general welfare of all owners of the Lots; 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 Lot proposed to be maintained and provided, further, that the cost thereof shall be assessed against the Lot on which such maintenance or repair is performed and, when assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said Lot 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 IX of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the residential community, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common areas rather than the interest of the owner of any individual Lot.

Section 2. Management Agent. The Association may by contract in writing declare any of its ministerial duties, powers or functions to a Management Agent. The Association 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 Association, if any, the owner of any Lot shall, at his own expense, maintain the interior and the exterior of any improvements on his Lot, and any and all equipment and fixtures therein situate, and its other appurtenances, 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 Lot and appurtenances. In the event that any Owner shall permit his lot or any improvement owned by him to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall

promptly reimburse the Association for the cost thereof. Such cost shall be a separate Assessment and shall create a lien enforceable in the same manner as other Assessments.

Section 4. Access at Reasonable Times. For the purpose solely of performing 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 Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner or occupant, to enter upon any Lot at any hour considered to be reasonable under the circumstances.

Section 5. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the residential community as may be considered necessary, appropriate or desirable 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 Lots.

Section 6. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association 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 Lot, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common areas or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Lot for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common areas. No diminution or abatement of common expense assessments, as hereinelsewhere provide shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any Lot, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Article IX

Section 1. Architectural Control Committee. Except for the original construction upon the Lots situate within the Property by the Declarant and any improvements to any Lot or to the common areas accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, the Lot Owner 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, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls or to make any change or otherwise alter (including any alteration or color) in any manner whatsoever any portion of the Lot, any portion of the exterior of the unit situated on the Lot or any of the common areas within the residential community 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 Association, or by any 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, such approval shall be deemed automatically granted. Any restriction hereunder may be waived by the Board of Directors in lieu of a Committee.

Article X

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of incorporation. The commencement day 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 Association shall be kept under the direction of Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the residential community and its administration and shall specify the maintenance and repair expenses of the common areas and services and any other expenses incurred. That amount of any assessment required for payment or any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association 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 Association shall furnish its members with an annual financial statement, including the income and disbursements of the Association.

Section 5. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage or any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

Section 6. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.

Section 7. Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

Article XI

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing seventy-five percent (75%) of all votes entitled to be cast at any meeting of the members duly called for such purpose, except that the Veterans Administration or the Federal Housing Administration shall have the right to veto amendments while there is Class B membership. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least thirty percent (30%) of the total number of votes entitled to be cast. 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 XII

Section 1. Notice to Board of Directors. Any owner of any Lot in the residential community who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Definition. As used in this Article, the term “mortgagee” shall mean any mortgagee and shall not be limited to institutional mortgagees and the term “Mortgage” shall include a deed of trust. As used generally in these By-Laws, the term “institutional holder” or “institutional mortgagee” shall include banks , trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

Article XIII

Section 1. Resident Agent. The resident agent shall be designated as the person authorized to accept service of process in any action relating to two or more Lots or to the common areas.

Section 2. Notices. Unless another type of notice is hereinelsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 3. 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 4. 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 5. 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 6. 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.

Section 7. Conflicts. These By-Laws are subordinate to all provisions of the Declaration, and to any applicable provisions of the Annotated Code of Maryland. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statutes. In the event of any conflict between the aforesaid Declaration and any applicable provisions of the Annotated Code of Maryland, the provisions of the statute shall control.

Section 8. Corporate Seal. The Association shall have a seal in a circular form having within its circumference the words: "WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION."

IN WITNESS WHEREOF, we, being all of the directors of the WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, have hereunto set our hands this 30th day of January, 1976.

JOHN L. PAYNE

RODGER L. SCHMIDT

L. RAYMOND SMITH

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, a Maryland corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 30th day of January, 1976.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30th day of January, 1976.

Acting Secretary