

CERTIFICATE OF AMENDMENTS
OF BYLAWS
COUNCIL OF UNIT OWNERS

VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM

This is to certify that the Bylaws of Vantage Point East at Leisure World, a Condominium Unit Owners Association (Mutual 24), referred to in the Declaration recorded among the Land Records of Montgomery County, Maryland, in Liber 21766 at Folio 728, et. seq., (said Bylaws being attached to said Declaration as "Exhibit B") were duly amended by mail ballot by the membership of said Association on the 16th day of June, 2004; that said amendments were duly adopted in accordance with all requirements for adoption of amendments to said Bylaws; that "Exhibit 1" attached hereto is a true and complete copy of the amendments so adopted; and that attached hereto as "Exhibit 2" is a certificate of the persons appointed to count the votes of the membership for the bylaw amendments; and that the amendments were approved by the unit owners having the percentage of votes required by the Bylaws.

In witness whereof, we hereunto set our hands and seals this 11th day of August, 2004.

2004 AUG 11 A 9:16
NOTARIAL PUBLIC
MONTGOMERY COUNTY, MARYLAND

Robert E. Conn

Robert E. Conn, President
Vantage Point East at Leisure World

ATTEST:

Charles H. Marcus

Charles H. Marcus, Vice-President
Vantage Point East at Leisure World


REC'D TO REC'D
RECORDING DEPT
MONTGOMERY COUNTY
APR 1 2004
APR 1 2004
APR 1 2004

Return to: Leisure World of Maryland
Melissa Pelaez
3200 N. Leisure World Blvd.
Silver Spring, MD 20906

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 11th day of August, 2004, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appears Mr. Robert E. Conn, who made oath in due form of law that he executed in his capacity as President of Vantage Point East at Leisure World the foregoing document (Certificate of Amendments to the Bylaws of said Corporation) for the purposes therein contained and acknowledges this to be his act.

WITNESS my hand a notarial seal.



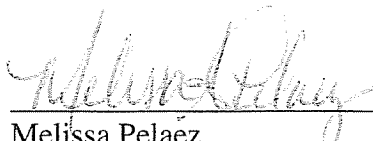
Melissa Peleaz
Notary Public

My commission expires 4/21/2008

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 11th day of August, 2004, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appears Mr. Charles H. Marcus, who made oath in due form of law that he executed in his capacity as Vice-President of Vantage Point East at Leisure World the foregoing document (Certificate of Amendments to the Bylaws of said Corporation) for the purposes therein contained and acknowledges this to be his act.

WITNESS my hand a notarial seal.



Melissa Peleaz
Notary Public

My commission expires 4/21/2008

EXHIBIT I

AMENDMENTS OF THE BYLAWS AS APPROVED
BY MAIL BALLOT BY THE MEMBERSHIP
OF VANTAGE POINT EAST AT LEISURE WORLD
A CONDOMINIUM UNIT OWNERS ASSOCIATION

WHEREAS, it has been determined that it is desirable to amend the following articles to the Bylaws of Vantage Point East at Leisure World, that were approved by the unit owners representing at least 66-2/3% of the Membership:

Section 2.9. (b) Voting, by amending the first sentence and inserting a new second and third sentence, as follows:

Except where a greater number is required by the Condominium Act or the Condominium Instruments, a Majority Vote is required to ~~elect directors or~~ adopt decisions at any meeting of the Council of Unit Owners. **Except where a greater number is required by the Condominium Act or the Condominium Instruments, a Plurality Vote is required to elect directors at any meeting of the Council of Unit Owners. "Plurality Vote" means one more vote that one candidate receives over another candidate with the next highest number of votes.** If the Declarant owns or holds title to one (1) or more units, the Declarant shall have the right at any meeting of the Council of Unit Owners to cast the votes to which such unit or units are entitled.

Section 3.15. Liability and Indemnification of the Board of Directors, Officers, Committee Members and Other Volunteers, Unit Owners and Council of Unit Owners, by amending the first, fifth and sixth sentences, as follows:

- (a) The Officers, Directors, ~~and~~ members of the Covenants Committee, **other committee members, and other volunteers**, shall not be liable to the Council of Unit Owners or any unit owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Council of Unit Owners shall indemnify and hold harmless each of the Officers and Directors from and against all contractual liability to others arising out of contracts made by the Officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Act or the Condominium Instruments, except to the extent that such liability is satisfied by Directors and Officers liability insurance. Officers and Directors shall have no personal liability with respect to any contract made by the Officers or Board of Directors, or out of the indemnification of the Officers or Directors, or for damages as a result of injuries arising in connection with the common elements solely

by virtue of ownership of a Common Element Interest therein or for liabilities incurred by the Council of Unit Owners, shall be limited to the total liability multiplied by such unit owner's Common Element Interest. Every agreement made by the Officers, the Board of Directors or the managing agent on behalf of the Council of Unit Owners shall, if obtainable, provide that the Officers, the Directors or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to the total liability thereunder multiplied by such unit owner's Common Element Interest. The council of Unit Owners, shall indemnify and hold harmless ~~each of~~ the **Officers, Directors, members of the Covenants Committee, other committee members and other volunteers** from and against all liability to others arising out of the due exercise of their responsibilities unless their action shall have been taken in bad faith or contrary to the provisions of the Condominium Act or the Condominium Instruments. The Council of Unit Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was an Officer or Director of the Association, ~~or~~ **a members of the Covenants Committee, a member of any other committee, or any other volunteer against expenses** (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Condominium, in accordance with section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland (1999 Replacement Vol.).

Section 5.8. (a) (5) Restrictions, by amending the third sentence, deleting the fourth sentence, and inserting a new fourth and fifth sentence, as follows:

The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The lobbies, vestibules, public halls and stairways shall be used for no purpose other than for normal transit. The garage areas, including limited common element parking spaces shall be used ~~only~~ for parking of automobiles or golf carts. ~~The parking spaces may not be used for the storage of any objects (other than vehicles); nor may the parking spaces be altered without the prior written consent of the Covenants Committee.~~ **The garage parking spaces may also be used for the storage of objects permitted by the Board of Directors pursuant to rules adopted with due consideration of safety, appearance, and maintenance standards. The garage parking spaces shall not be altered without the prior written consent of the Board of Directors or the Covenants Committee.**

Section 6.1. Authority to Purchase; Notice by deleting item (e) in its entirety, as follows:

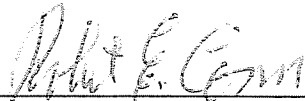
- (e) ~~The deductible, if any, on an insurance policy purchased by the Board of Directors shall be a common expense.~~
- (New) Section 6.3. Insurance Deductible, (current Sec. 6.3 to become Sec. 6.4, current Sec. 6.4 to become Sec. 6.5, current Sec. 6.5 to become Sec. 6.6 and current Sec. 6.6 to become Sec. 6.7), as follows:
- (a) The deductible, if any, on any master property damage insurance claim shall be a common expense, subject to the provisions of this section.
- (b) If the cause of any casualty damage originates in a unit, the owner of the unit shall be responsible for paying the deductible amount with respect to any claim made under the Association's master property damage insurance policy, up to the maximum amount permitted by the Maryland Condominium Act, and such amount may be assessed against the unit as part of the lien for assessments. Any portion of the deductible amount in excess of the maximum permitted by the Maryland Condominium Act to be charged to the unit owner shall be a common expense.
- (c) This Section shall not be construed to relieve any unit owner from the responsibility for paying the cost of unit maintenance and repair or from liability arising from the owner's failure to maintain or repair the owner's unit.
- (d) This Section shall not be construed to limit any party's liability to the Association or to any unit owner for such party's wrongful or negligent acts or omissions, nor to limit any right of the Association or of any unit owner to seek reimbursement of any deductible amount paid under this section from a party whose wrongful or negligent acts or omissions caused the damage for which the insurance claim was submitted, as permitted in these Bylaws or otherwise.

Section 6.5. Separate Insurance by adding a last sentence, as follows:

Each unit owner shall have the right to obtain insurance for such unit owner's benefit, at such unit owner's expense, covering the unit and such unit owner's personal property and personal liability, as well as any improvements made to the unit by such unit owner (under coverage normally called "improvements and betterments coverage"); provided however, that no unit owner shall be entitled to exercise this right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all unit owners, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by a unit owner. No unit owner shall

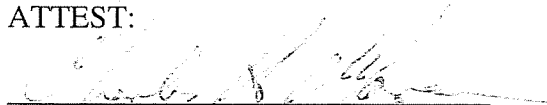
obtain separate insurance policies on the Condominium except as provided in this Section. **Each unit owner is an insured person under the insurance policy, maintained by the Board, with respect to liability arising out of his/her ownership of an undivided interest in the common elements or membership in the Council of Unit Owners.**

THIS IS TO CERTIFY that the foregoing amendments to the Bylaws were adopted by a special Mail Ballot of the membership of Vantage Point East at Leisure World on June 16, 2004 and that said action is approved by the Board of Directors and that the foregoing is a true copy of the new Bylaws so adopted.



Robert E. Conn, President

ATTEST:



Charles H. Marcus, Vice-President

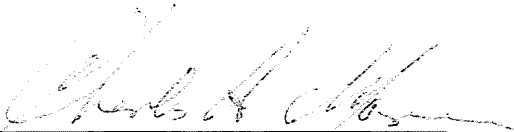
The foregoing amendments conform to Title 11-113 of the Condominium Act. The failure of the unit owners association (Board of Directors) to enforce a provision of this title, the declaration, or bylaws on any occasion is not a waiver of the right to enforce the provision on any other occasion.

THIS IS TO CERTIFY THAT the foregoing amendments to the Bylaws were adopted by Special Mail Ballot of the membership of Vantage Point East at Leisure World on June 16, 2004 by an excess of the required 66 2/3% of the membership.

ATTEST:



Robert E. Conn, President

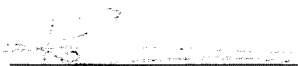


Charles H. Marcus, Vice-President

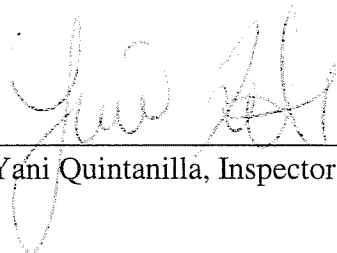
EXHIBIT 2
CERTIFICATE AND REPORT
OF
INSPECTORS OF ELECTION

The undersigned, duly appointed Inspectors of Election of Vantage Point East at Leisure World, hereby certify as follows:

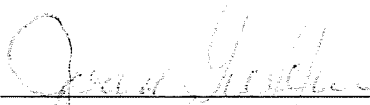
- (A) That a special mail ballot of the Corporation was delivered to all unit owners of record on April 30, 2004.
- (B) That before entering upon the discharge of our duties we were severally sworn, and the oath so taken by us in annexed hereto.
- (C) That we inspected the signed proxies used, if any, and found the same to be in proper order.
- (D) That members representing 91.42 percent of the total value of the project were represented by mail ballot.
- (E) That we received the votes by the members by ballot for bylaw amendments and that the following amendments received the votes representing the percentages of the total value of the project set opposite the respective amendment.



Karen Kodjanian, Inspector



Yani Quintanilla, Inspector

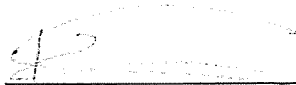


Joan Griffin, Inspector

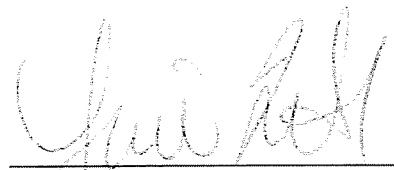
OATH OF
INSPECTORS OF ELECTION

STATE OF MARYLAND)
) SS
COUNTY OF MONTGOMERY)

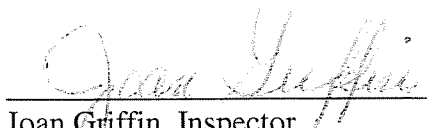
The undersigned, duly appointed Inspectors of Election of Vantage Point East at Leisure World being severally and duly sworn, do solemnly swear that we will fairly and impartially perform our duties as Inspectors of Election for the special mail ballot regarding bylaw amendments on June 16, 2004, and will faithfully and diligently canvass the votes cast via such mail ballot and honestly and truthfully report the results of said amendments.



Karen Kodjanian, Inspector



Yani Quintanilla, Inspector



Joan Griffin, Inspector