

EXHIBIT I**CERTIFICATE OF AMENDMENTS TO, AND DELETIONS FROM, BYLAWS****COUNCIL OF UNIT OWNERS****VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM**

(Legend: line-outs signifies deletions, bold type signifies additions)

ARTICLE 1

Section 1.3. Definitions.

~~(f) "Declarant Control Period" means the period prior to the date on which a majority of the members of the Board of Directors are comprised of unit owners other than the Declarant. In no event shall the Declarant Control Period extend beyond five (5) years from the date of recordation of the Declaration.~~

ARTICLE 2

Section 2.4. Special Meetings.

~~(b) Not later than sixty (60) days after units to which fifty percent (50%) of the votes appertain have been conveyed to unit owners other than the Declarant, a special meeting of the Association shall be held at which directors shall be elected by the unit owners, including the Declarant.~~

ARTICLE 3

Section 3.1. Power and Duties.

(n) Borrow money on behalf of the Condominium when required in connection with any one (1) instance relating to the operation, care, upkeep and maintenance of the common elements; provided, however, that ~~(except during the Declarant Control Period)~~ the consent of at least two-thirds (2/3) in number and in Common Element Interest of all unit owners, obtained either in writing or at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of one percent (1%) of the total annual assessment for common expenses for that fiscal year. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection (n) is not repaid by the Council of Unit Owners, a unit owner who pays to the creditor a percentage of the total amount due equal to such unit owner's Common Element Interest in the Condominium

shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such unit owner's condominium unit, and the Association shall not be entitled to assess the unit for payment of the remaining amount due such creditor.

Section 3.2. Managing Agent.

(a) Requirements. The managing agent shall be a bona fide business enterprise, ~~unaffiliated with the Declarant,~~ which manages common interest residential communities. Such firm or its principals shall have a minimum of two (2) years experience in real estate community management and shall employ persons possessing a high level of competence in the technical skills necessary to proper management of the Condominium. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the Condominium and shall employ personnel knowledgeable in the areas of condominium insurance, accounting, contract negotiation, labor relations and condominium regulation.

(d) Limitations. ~~During the Declarant Control Period, the Board of Directors shall employ a managing agent for a term not to exceed one (1) year.~~ The Council of Unit Owners and the Board of Directors shall not undertake "self-management" or fail to employ a managing agent without the consent of at least sixty-seven percent (67%) of the unit owners and at least fifty-one percent (51%) of the Mortgagees. Any contract with the managing agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety (90) days written notice and with cause on no more than thirty (30) days written notice. ~~Further, pursuant to section 11-133 of the Condominium Act, any contract or lease entered into during the Declarant Control Period may be terminated by the Association with or without cause on thirty (30) days written notice during a period running for three (3) years after the end of the Declarant Control Period.~~

Section 3.3. Number and Term of Office. ~~The initial Board of Directors shall consist of not less than three (3) persons, all of whom shall be designated by the Declarant.~~ At the special meeting of the Council of Unit Owners required by Section 2.4(b) of these Bylaws, members shall be elected to the Board of Directors by the Unit Owners. ~~including the Declarant.~~ The term of office of at least two (2) (but not more than four (4)) directors shall expire at the third (3rd) annual meeting after the special meeting held pursuant to Section 2.4(b); the term of office of up to three (3) additional directors shall expire at the second (2nd) annual meeting after the special meeting held pursuant to Section 2.4(b); and the term of office of any other directors shall expire at the first (1st) annual meeting after the special meeting held pursuant to Section 2.4(b). Beginning with this special meeting, the Board of Directors shall consist of at least three (3) but not more than seven (7) persons. In the event that the

Board of Directors consists of three (3) directors, the director receiving the highest number of votes shall be elected for a term of three (3) years, the director receiving the next highest number of votes shall be elected for a term of two (2) years, and the remaining director shall be elected for a term of one (1) year. In the event that the Board of Directors shall consist of five (5) or seven (7) directors, the two (2) directors receiving the highest number of votes shall be elected for a three (3) year term, the two (2) directors receiving the next highest number of votes shall be elected for a two (2) year term and the remaining director(s) shall be elected for a one (1) year term. At the expiration of the term of office of all directors elected at the special meeting held pursuant to subsection 2.4(b), all successor directors shall be elected to serve for terms of three (3) years.

Section 3.4. Election of Directors.

(c) Qualifications. No person shall be eligible for election as a member of the Board of Directors unless such person is (alone or together with one (1) or more other persons) a unit owner, a Mortgagee (or designee of a Mortgagee) ~~or a designee of the Declarant.~~ No person shall be elected as a director or continue to serve as a director if such person is more than sixty (60) days delinquent in meeting financial obligations to the Council of Unit Owners and a lien has been filed against such person's unit.

Section 3.5. Removal or Resignation of Directors. Except as provided in Section 2.9 of these Bylaws, at any regular or special meeting duly called, any one (1) or more of the directors may be removed with or without cause by a seventy-five percent (75%) vote of the unit owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners shall be given at least seven (7) days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A director may resign at any time (i) in person at a meeting of the Board or the Association or (ii) by giving written notice to an Officer. Resignation of a director is effective when delivered unless the notice specifies an effective date which is not more than thirty (30) days after the date of the notice, and ~~except for a director designated by the Declarant~~ shall be deemed to have resigned automatically and without notice upon disposition of such director's unit, or if not in attendance at three (3) consecutive regular meetings of the Board, unless the minutes reflect consent to such absence.

Section 3.6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Council of Unit Owners shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum because a quorum is impossible to obtain. Each person so

elected shall be a director until a successor shall be elected at the next annual meeting of the Association. The term of the replacement director so elected shall expire so that the staggered terms of directors shall remain unaffected. ~~During the Declarant Control Period, the Declarant shall designate the successor to any director who resigns or is removed by the Declarant, and such successor shall serve out the remaining term of the director who is replaced.~~

Section 3.16. Common or Interested Directors. Each director shall exercise such director's powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Council of Unit Owners and any of its directors, or between the Association and any corporation, firm or association ~~(including the Declarant)~~ in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because such director's vote is counted for such purpose, if any of the conditions specified in any of the following subsections exist:

ARTICLE 5

(e) Initial Capital Payment.

~~(ii) The Declarant, as the agent of the Board of Directors, will collect from each initial purchaser at the time of settlement an "initial capital payment" equivalent to twice the estimated monthly assessment for common expenses and limited common element parking space charges and golf cart space charges, if any, for such purchaser's unit and the Leisure World Community Facilities Fee. The Declarant will deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Council of Unit Owners. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Board of Directors may determine.~~

Section 5.6. Additions. Alterations or Improvements by the Board of Directors. ~~Except during the Declarant Control Period.~~ Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements costing in excess of one percent (1%) of the total annual assessment for common expenses for that fiscal year during any period of twelve (12) consecutive months, the making of such additions, alterations or improvements requires a Majority Vote, and the Board of Directors shall assess all unit owners benefited for the cost thereof as a common expense (or Limited Common Expense). Any additions, alterations or improvements costing one percent (1%) of the total annual assessment for common expenses for that fiscal year or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a

common expense or Limited Common Expense, depending on the nature of the additions, alterations or improvements. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent (80%) of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the unit owners requesting the same, such requesting unit owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportion as may be determined by the Board of Directors.

Section 5.7. Additions. Alterations or Improvements by the Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to the unit without the prior written consent of the Board of Directors or the Covenants Committee as appropriate. No unit owner shall paint or alter the exterior of the unit, including the doors and windows, nor shall any unit owner paint or alter the exterior of any building, without the prior written consent of the Board of Directors or the Covenants Committee as appropriate. The Board of Directors shall be obligated to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within forty-five (45) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors or the Covenants Committee to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any unit requires execution by the Council of Unit Owners, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an authorized Officer only, without however incurring any liability on the part of the Board of Directors, the Association or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. Subject to the approval of any Mortgagee of such affected units, the Board of Directors and any unit owner affected, any unit may be subdivided or may be altered so as to relocate the boundaries between such unit and any adjoining units. The Secretary shall record any necessary amendment to the Declaration to effect such action as provided in section 11-107(d) of the Condominium Act. ~~The provisions of this Section shall not apply to units owned by the Declarant until deeds of conveyance of such units shall have been recorded; provided, however, that the Declarant's construction or alterations shall be architecturally compatible with existing units. The Declarant shall have the right to make such alterations or subdivisions without the consent of the Board of Directors, and an authorized Officer shall execute any such application required.~~

Section 5.8. Restrictions on Use of Units and Common Elements and Rules.

(a) Restrictions. Each unit and the common elements shall be

occupied and used as follows:

(1) Except for the areas of the Condominium designated for commercial and recreational use, any unit used as an office by the Council of Unit Owners and except as provided in the Declaration, no unit shall be used for other than housing and the related common purposes for which the Property was designed. The Board of Directors may permit reasonable, temporary non-residential uses from time to time. ~~Nothing in these Bylaws shall be construed to prohibit the Declarant from using any unit owned by the Declarant for promotional, marketing or display purposes or from using any appropriate portion of the common elements for settlement of sales of condominium units and for customer service purposes.~~

(6) ~~No unit shall be used or occupied for hotel purposes or in any event for an initial period of less than seven (7) days. No portion of any unit (other than the entire unit) shall be leased for any period. No unit owner shall lease a unit other than on a written form of lease: (i) requiring the lessee to comply with the Condominium Instruments and rules; (ii) providing that failure to comply constitutes a default under the lease, and (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty five (45) days prior written notice to the unit owner, in the event of a default by the lessee in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by unit owners. Each unit owner of a condominium unit shall, promptly following the execution of any lease of a condominium unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this paragraph, except the restriction against use or occupancy for hotel purposes, shall not apply to the Declarant, or to a Mortgagee in possession of a unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.~~

(6) No unit owner shall lease a unit other than on a standard form of lease **adopted by Montgomery County, Maryland, or prescribed by the Board of Directors in accord with applicable laws. Such standard lease shall:** (i) require the lessee (**tenant**) to comply with the Condominium Instruments, and rules and **regulations**; (ii) provide that failure to comply constitutes a default under the lease; (iii) **provide that the Condominium may withhold from the lessee access to common element amenities in the event that lessee fails to comply with any of the provisions of the Condominium Instruments, rules, regulations, and standard lease, including those amenities provided by the Leisure World Community Corporation;** and (iv) provide that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the lessee in the name of the lessor (**unit owner**) after forty-five (45) days prior written notice to the lessor, in the event of a default by the lessee in the performance of the lease. **Costs and attorney fees may be awarded to the Condominium by the court in any legal proceeding.**

(7) The Board of Directors shall prescribe a Lease Addendum to the aforesaid standard form of lease. This Addendum shall provide that no person, other than the lessee and those named in the lease and/or in this Lease Addendum, shall be entitled to occupy the unit. Lessee shall not assign the lease or sublet the unit or any portion thereof to any person without prior written permission of the Board of Directors. The Board will not unreasonably withhold its written permission provided that the person(s) to whom the lease is assigned and/or sublet must execute this Lease Addendum and is a qualified occupant under the age restrictions specified in the Condominium Instruments, rules and regulations.

(8) Lessor and lessee acknowledge that the Condominium is a limited Third Party Beneficiary of the lease and Lease Addendum. The Addendum shall provide that the Condominium has a prevailing interest in assuring that condominium fees and assessments due to the Condominium are timely paid in accordance with the Condominium Instruments, rules and regulations. Lessor and lessee acknowledge that it is the responsibility of the lessor to timely pay all such condominium fees and assessments charged against the unit. In the event the lessor has not timely paid such fees and assessments, the lessee following written demand from the Condominium, shall timely pay from the rent due to the lessor the fees and assessments owed to the Condominium. Lessor shall acknowledge that each unit owner lessor is required to provide the Condominium with the owner's current mailing address and agrees to notify the Condominium of any change in such mailing address within seven (7) days. Lessor shall agree to take no action against lessee for unpaid rent if lessee is paying same to the Condominium pursuant to the terms of the aforementioned Lease Addendum; and lessor shall agree to credit any such payments by lessee to the Condominium as timely rent payments until lessor's arrearage is paid in full.

(9) The aforementioned Lease Addendum shall provide that: Lessor and lessee acknowledge that the Condominium reserves the right to withhold from the lessee access to Common Element amenities within the condominium in the event that lessee fails to comply with any of the provisions of the Condominium Instruments, rules and regulations, including those amenities provided by the Leisure World Community Corporation.

(10) The aforementioned Lease Addendum shall provide that: Lessor and lessee acknowledge and agree that, pursuant to the Condominium Instruments, rules and regulations, the Board of Directors and/or the Managing Agent of the Condominium and/or their employees and agents have right of access to the unit for the purpose of locating and correcting any condition originating or existing in the unit or threatening another unit or common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or the common elements in the unit or elsewhere in the condominium, or to correct any condition which violates the provisions of the Condominium Instruments, rules and regulations.

Reasonable notice of entry will be given in advance to the lessee, provided, however, that in case of emergency, as determined by the Board of Directors or an officer of the Association or the Managing Agent (or its employees or agents) in his/its/their sole discretion, the right of entry will be immediate whether the lessee is present at the time or not.

(11) The aforesaid Lease Addendum shall provide that: The lessor and lessee agree to comply with and be jointly responsible for compliance with the Condominium Instruments, rules and regulations regarding the lease and Lease Addendum, as well as move-in, move-out restrictions. Failure by lessor to submit the lease and Lease Addendum to the Board of Directors or Management or to comply with the move-in move-out rules will cause the Board of Directors to take necessary enforcement actions. Lessor must submit the lease and lease Addendum to the Board of Directors or Management no later than five (5) business days in advance of the lessee's move-in.

(12) The aforesaid Lease Addendum shall provide that: Lessee shall indemnify the Condominium against and save it harmless from all liability, loss, damage and expense (including attorney fees) arising from injury to person or property occasioned by the wrongful acts of lessee, or lessee's guests or the failure of the lessee to comply with any provision of the lease, Lease Addendum or the Condominium Instruments, rules and regulations.

(13) The aforesaid Lease Addendum shall provide that: Lessor and lessee acknowledge and agree that lessor is responsible for furnishing to lessee the required Disclosures under the Residential Lead Based Paint Hazard Reduction Act of 1992, as amended from time to time (the Act). Lessor and lessee hereby release the Condominium and agree to hold it harmless from any responsibility, loss, or liability arising out of the presence of lead-based paint or lead-based paint hazards at the condominium or arising from lessor's failure to make proper disclosures under the Act and implementing regulations.

(14) Trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if expressly permitted by the rules and only in such parking areas, if any, as may be designated for such purpose by the Board of Directors. ~~The garage areas, including the limited common element parking spaces, shall be used only for the parking of automobiles (or golf carts, if areas are designated by the Declarant or the Board of Directors for golf carts).~~ Other than as provided above, nothing may be stored, erected, attached to or otherwise placed on the common elements in the parking areas without the prior written consent of the Board of Directors or the Covenants Committee, as appropriate. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the common elements. Except in any areas designated by the Board of Directors, vehicle repairs other than (i) emergency maintenance, (ii) ordinary light maintenance (excluding fluid changes and other work, which might soil the common elements)

and (iii) normal cleaning, are not permitted on the common elements.

Section 5.8. Restrictions on Use of Units.

(8) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any unit or upon the common elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one (1) per unit without the approval of the Board of Directors is permitted, subject to the rules adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. Such pets shall not be permitted upon the common elements unless accompanied by an adult and unless carried or leashed. Any unit owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Council of Unit Owners, and each unit owner ~~and the Declarant~~ free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Council of Unit Owners resulting from the presence of such pets.

(9) ~~Except for such signs as may be posted by the Declarant for promotional or marketing purposes, and~~ Except as permitted by law, no signs of any character shall be erected, posted or displayed upon, in, from or about any unit or common element without the prior written approval of the Board of Directors. The foregoing provisions of this paragraph shall not apply to a Mortgagee in possession of a unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

Section 5.11. Parking Spaces. Each of the automobile parking spaces located in the garage of the buildings and so designated on the Condominium Plats shall be subject to designation as limited common elements appurtenant to certain designated units pursuant to Article 3 of the Declaration. All other parking spaces shall be used by the unit owners for self-service parking purposes on a "first come, first served" basis, except as the Board of Directors may otherwise determine; provided, however, that no unit owner shall park on the common element automobile parking spaces more than one (1) vehicle (owned or leased by such unit owner, a member of such unit owner's family, an employee or a tenant leasing the unit) (excluding limited common element parking spaces) without the prior written consent of the Board of Directors. The cost of maintenance and repair of all automobile parking areas shall be a common expense; provided, however,

that to the extent permitted by law, the Board of Directors may impose a Limited Common Expense charge, in an amount determined by the Board of Directors, payable annually, upon units to which a limited common element parking space is appurtenant. Charges may also be imposed by the Board of Directors for the use of golf cart parking spaces, if any. Such charges shall be based upon actual and anticipated costs incurred by the Association in connection with the repair and maintenance of these parking spaces. ~~During the time that units are being sold by the Declarant, no more than forty five (45) parking spaces may be restricted to the Declarant's use for sales purposes.~~

Section 5.12. Storage; Disclaimer of Bailee Liability. The storage cubicles are common elements and may be assigned to units as Reserved Common Elements by the Board of Directors. The Board of Directors, the Council of Unit Owners, and any unit owner ~~and the Declarant~~ shall not be considered a bailee, however, of any personal property stored on the common elements (including property located in storage cubicles and vehicles parked on the common elements), whether or not exclusive possession of the particular area is given to a unit owner for storage or parking purposes, and shall not be responsible for the security of such personal property or for any loss or damage hereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 6

Section 6.1. Authority to Purchase: Notice.

(a) Except as otherwise provided in Section 6.5 hereof, all insurance policies relating to the Property shall be purchased by the Board of Directors. The Board of Directors, and the managing agent ~~and the Declarant~~ shall not be liable for failure to obtain any coverages required by this Article 6 or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; (ii) if such coverages are so available only at demonstrably unreasonable cost; or (iii) if the Association's insurance professionals advise that the coverages required by paragraph (2) of subsection 6.2(b) are not necessary. The Board of Directors shall promptly furnish to each unit owner written notice of the procurement of, subsequent changes in, or termination of, insurance coverages obtained on behalf of the Council of Unit Owners, in compliance with section 11-114 of the Condominium Act.

~~Section 6.1. Authority to Purchase~~

~~(c) The Declarant, so long as Declarant shall own any unit, shall be protected by all such policies as a unit owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article 6 shall not be deemed to protect or be for the benefit of any general contractor engaged by the~~

~~Declarant nor shall such coverage be deemed to protect the Declarant against liability for (or waive any rights with respect to) warranty claims.~~

Section 6.6. Insurance Trustee.

(a) All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Council of Unit Owners, the unit owners, and their Mortgagees ~~and the Declarant~~, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Board as "insurance trustee" to be applied pursuant to the terms of Article 7.

ARTICLE 11

Dispute Resolution

~~Section 11.1. Claim Notice. Inspection. Unless otherwise agreed in writing by the Council of Unit Owners and the Declarant, before the Council of Unit Owners may bring an action for damages against the Declarant based on a claim for defects in the design or construction of the Common elements or other portions of the Condominium, including, without limitation an action for enforcement of any warranty on the Common elements, the requirements of this Article shall be met~~

~~(a) The Council of Unit Owners shall make a prudent and reasonable attempt to mail or otherwise deliver written notice to the Declarant specifying the defect or defects that are the subject of its claim, including identification of all Common elements and other portions of the Condominium that have manifested damage or otherwise indicate existence of a defect (the "Claim Notice").~~

~~(b) Within twenty (20) days after the receipt of the Claim Notice, the Declarant may make a written request to the Council of Unit Owners to inspect the Common elements and other portions of the Condominium identified in the Claim Notice (the "Inspection Request"). If the Declarant fails to deliver a timely Inspection Request, the Council of Unit Owners may bring an action based on the claim or claims identified in the Claim Notice without satisfying any of the other requirements of this Article.~~

~~(c) Within ten (10) days after receipt of the Inspection Request, the Council of Unit Owners shall make available for inspection all Common elements and other portions of the Condominium identified in the Claim Notice during normal working hours or other mutually agreed upon times. If necessary, interior inspections of Units shall occur only during normal business hours or other mutually agreed upon times, only upon prior notice to the Owner or occupant of the Unit, and only with the consent of the Owner of the Unit, which consent may not be unreasonably withheld or delayed.~~

~~(d) Such inspection shall be completed within fifteen (15) days after the date the Common elements and other portions of the Condominium are made available to the Declarant by the Council of Unit Owners and/or any unit owner for inspection; provided, however, that if such inspection is not reasonably capable of being completed within such fifteen (15) day period, and provided further that the Declarant commences good faith efforts to commence such inspection within such fifteen day (15) day period and thereafter diligently prosecutes such efforts to completion, such fifteen (15) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such inspection. The Declarant shall pay all costs of such inspection, shall restore the Common elements and other portions of the Condominium to the condition that existed immediately before such inspection within five (5) days, after the completion of such inspection, and shall indemnify the Council of Unit Owners for any and all damages resulting from such inspection; provided, however, that if such restoration is not reasonably capable of being completed within such five (5) day period, and provided further that the Declarant commences good faith efforts to commence such restoration within such five (5) day period and thereafter diligently prosecutes such efforts to completion, such five (5) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such restoration.~~

~~Section 11.2. Settlement Statement; Conference.~~

~~(a) Within fifteen (15) days after completion of the inspection under Section 12.1 of this Article, the Declarant shall submit a written statement to the Council of Unit Owners stating the Declarant's proposed settlement of the claim or claims identified in the Claim Notice, and stating whether the Declarant proposes to do any remedial work or dispute the claim, or pay the Council of Unit Owners a cash amount, or both (the "Settlement Statement").~~

~~(b) If the Declarant fails to deliver a timely Settlement Statement, the Council of Unit Owners may bring an action on the claim or claims identified in the Claim Notice without satisfying any of the other requirements of this Article.~~

~~(c) If the Declarant delivers a timely Settlement Statement, then within fifteen (15) days after receipt of the Settlement Statement, at least a majority of the Board of Directors shall hold a settlement conference with the Declarant to discuss the claim or claims identified in the Claim Notice and the proposed settlement stated in the Settlement Statement (the "Settlement Conference"). The Council of Unit Owners and the Declarant may be represented at the Settlement Conference, and any mutually agreed upon continuation thereof, by attorneys and consultants.~~

~~(d) If a settlement of the claim or claims identified in the Claim Notice is not reached within fifteen (15) days after the Settlement Conference, or any mutually agreed upon continuation~~

~~thereof, the Council of Unit Owners or the Declarant may deliver to the other party, within thirty (30) days after the Settlement Conference, or any mutually agreed upon continuation thereof, a written request for nonbinding mediation. Either party to any such nonbinding mediation may elect to terminate such nonbinding mediation at any time, upon that party's determination that the nonbinding mediation has been unable to resolve the dispute, by giving written notice to the other party of such determination.~~

~~(e) If the Board of Directors does not accept the Declarant's proposed settlement set forth in the Settlement Statement, and if the parties are unable to resolve the dispute through nonbinding mediation, the Council of Unit Owners shall make reasonable efforts to disseminate to each unit owner a summary of the information required under Section 12.3 of this Article prior to bringing any action against the Declarant.~~

~~(f) Any notice, request, statement, or other communication required to be sent to the Declarant or the Council of Unit Owners under this Article shall be mailed by first class registered or certified mail, return receipt requested, or sent by facsimile, or personally served on the party entitled to receive such notice, request statement or other communication.~~

~~Section 11.3. Commencement of Action: Notice to Unit Owners. Before the Council of Unit Owners may bring an action for damages against the Declarant based on any claim or claims identified in the Claim Notice, the Council of Unit Owners shall make reasonable efforts to disseminate to each unit owner:~~

~~(a) A statement of the claim of the Council of Unit Owners against the Declarant;~~

~~(b) A copy of the written response of the Declarant to the claim of the Council of Unit Owners, including any proposed settlement delivered by the Declarant to the Council of Unit Owners;~~

~~(c) Summary information about the Settlement Conference and the mediation;~~

~~(d) A statement of the reasonably anticipated consequences of proceeding with the litigation (the form and content of such statement to be subject to the reasonable judgment of the Board of Directors); and~~

~~(e) A statement that if ten percent (10%) of the unit owners (other than the Declarant) request a special meeting of the Council of Unit Owners to discuss the proposed litigation within thirty (30) days after the date the notice is mailed or otherwise delivered to the unit owners, then a special meeting must be held.~~

~~Section 11.4. Statute of Limitations: Tolling.~~

~~(a) Delivery of the Claim Notice to the Declarant shall, upon receipt by the Declarant, toll any applicable statutes of limitations regarding the claim or claims identified in the Claim Notice for the period of time specified in this Section, except for any statutes of limitations that have already expired pursuant to applicable law.~~

~~(b) If the Declarant fails to deliver a timely Inspection Request, the tolling of applicable statutes of limitations provided for by this Section shall cease on the twentieth (20th) day after delivery of the Claim Notice. In all other cases the tolling of applicable statutes of limitations provided for in this Section shall cease on the first to occur of (i) the twentieth (20th) day after the Declarant's failure to deliver a timely Settlement Statement, (ii) the sixtieth (60th) day after the Settlement Conference, or any mutually agreed upon continuation thereof, if the parties fail to submit a timely request for nonbinding mediation, or (iii) the sixtieth (60th) day after written notice given by either party to the other of its determination that the nonbinding mediation has been unable to resolve the dispute, provided that either party shall have submitted a timely prior request for nonbinding mediation.~~

~~Section 11.5. Compliance. The Declarant and the Council of Unit Owners may assert a substantial failure by the other to substantially comply with a material requirement of this Article as a procedural deficiency in any action or proceeding, at law or in equity, involving the Council of Unit Owners and the Declarant. In the event that the court before which such action or proceeding is pending shall find that the Declarant or the Council of Unit Owners has failed to substantially comply with a material requirement of this Article and that the rights of a party have been substantially impaired, the parties shall be deemed to have consented to a stay in such action or proceeding, not to exceed ninety (90) days, during which the Council of Unit Owners and the Declarant shall, in good faith, establish compliance with such material requirement.~~

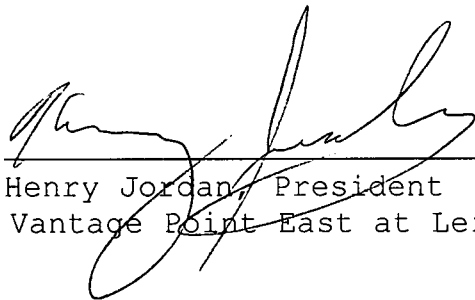
~~Section 11.6. Amendment. Notwithstanding Section 10.1 of Article 10 of the Bylaws, the Council of Unit Owners and the Declarant may mutually agree, in writing, to modify or excuse any of the conditions or time periods set forth in this Article.~~

EXHIBIT B TO BYLAWS

If other unit types are added to the Condominium and/or if the actual number of units of each type changes, the calculation described above will be utilized for determining the new Common Element Interests for each unit type. That is, the total square footages for all units, including those existing in the Condominium as well as any new unit types in the Condominium, are added together and this number is used as the denominator in the equation described above, with the numerator

being the square footage of the unit whose Common Element Interest is being calculated. ~~The Declarant reserves the right, in its sole discretion, to add new unit types and/or change the square footages assigned to unit types, subject to the provision of the Declaration and the Condominium Act.~~ Since the common element interests must equal exactly 100, the common element interests for some units may be rounded up or down slightly. Regardless of the number of type of units within the Condominium, each unit will have a vote in the Council of Unit Owners equal to its Common Element Interest.

THIS IS TO CERTIFY that: (1) the foregoing amendments to the Bylaws were adopted at the Annual Meeting of the Council of Unit Owners on the 20th day of October 2011; (2) the foregoing deletions relating to the "Declarant", the "Declarant Control Period", and the "Dispute Resolution" between the Council of Unit Owners and the Declarant, were deleted as no longer operable; and (3) the foregoing is a true copy of the new Bylaws.


Henry Jordan, President
Vantage Point East at Leisure World

ATTEST:

**VANTAGE POINT EAST
AT LEISURE WORLD
3200 N. LEISURE WORLD BLVD.
SILVER SPRING, MD 20906**


Robert E. Conn, Board Member
Vantage Point East at Leisure World

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