

BYLAWS

OF

TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1686 East Gude Drive, Rockville, Montgomery County, Maryland 20850, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC., a non-stock, non-profit Maryland corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property (with the exception of the Common Area), and to any condominium unit located within the Property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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.

Section 6. "Declarant" shall mean and refer to C-I/Mitchell & Best Company, a Maryland corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded among the Land Records for Montgomery County, Maryland, including amendments and supplements thereto.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

ARTICLE III Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within twelve (12) months from the date of filing of the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter or such other reasonably similar date as may be selected by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership; except that no special meetings shall be called except upon resolution of the Board of Directors prior to the first annual meeting of members as herein provided for or to consider any matter which is substantially the same as a matter voted on at any special meeting of the members held during the preceding twelve (12) months.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, at least seventy-two hours (72) hours (but not more than sixty (60) days) before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice may be waived upon the declaration of an emergency by the person calling the meeting. Such notice shall specify the place, day and hour of the meeting, and, in

the case of a special meeting, the purpose of the meeting. All meetings of the members shall be held at places and times convenient to the greatest numbers of members. Notice of any annual or special meeting may be waived by any member either prior to or after any such meeting. Attendance by any member at any annual or special meeting, either in person or by proxy, shall be a waiver of notice of that member of the time, place and purpose of that meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Voting. At every meeting of the members, each Class A member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each of the Class B members shall have the right to cast three (3) votes for each Class B membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the total of the votes of all of the memberships at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these Bylaws, 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 the co-owners 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 votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member 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. All election materials prepared with Association funds shall list candidates in alphabetical order and shall not suggest a preference among candidates. Any action required or permitted to be taken at any annual or special meeting of the members shall be taken without a meeting if all of the members shall individually or collectively consent in writing to such action and if such written consent or consents is filed with the minutes of the proceedings of the meeting.

Section 6. Absentee Ballots. Any unsigned absentee ballot, to be valid, shall be received in a signed, sealed envelope bearing the identification of the dwelling unit on

the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Any written proxy which conforms with the applicable laws of Maryland shall be satisfactory and approved as to form by the Board of Directors.

Section 8. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the members upon request made in writing to the Secretary.

Section 9. Open Meetings.

(a) All meetings of the Association shall be open to all owners or occupants of units of the Association, their guests and any representative of the news media, except that such meetings may be held in closed session for the following purposes:

(i) Discussion of the employment, assignment, appointment, promotion, demotion, compensation, discipline, removal or resignation of employees over whom it has jurisdiction, or any other personnel matter affecting one or more particular individual(s);

(ii) Protection of the privacy or reputation of individuals in matters not related to Association business;

(iii) Consultation with legal counsel;

(iv) Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation;

(v) Investigative proceedings concerning possible or actual criminal misconduct;

(vi) Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;

(vii) On an individually recorded affirmative vote of two-thirds (2/3) of the members present, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings;

(viii) Acquisition of capital items previously specifically approved as part of a published budget adopted in an open meeting;

(ix) Short-term investments of funds of the Association in liquid assets if authorized by an investment policy previously adopted in an open meeting;

(x) Conducting collective bargaining negotiations or considering matters and issues in conjunction therewith; or

(xi) Discussions concerning public security, including the deployment of personnel in connection therewith and the development and implementation of emergency plans.

(b) If a meeting is held in closed session pursuant to the procedures established above,

(i) No action may be taken and no matter may be discussed other than those permitted above; and

(ii) A statement of the time, place and purpose of any closed meeting, the record of the vote of each member by which any meeting was closed, and the authority under this Section for closing any meeting shall be made available so as to reasonably notify members of the Association within fourteen (14) days after the meeting.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the members of the Association. The names of the initial Directors are as set forth in the Articles of Incorporation of the Association.

Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not less than three (3) nor more than five (5) members who shall be elected by the members of the Association. Prior to the lapse of all of the Class B memberships as provided for in the Articles of Incorporation and the Declaration, the number of Directors shall be determined from time to time by a

vote of the initial Directors named by the Declarant; thereafter the number of Directors shall be determined by a vote of the members at the annual meeting of members and the number of Directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

A majority of the Board of Directors (after lapse of the Class B memberships as provided for in the Articles of Incorporation and the Declaration) shall be members of the Association.

Section 2. Term of Office. At the first annual meeting of the members, the members shall elect the Board of Directors and the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 3. Removal. After the first annual meeting of the members, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Prior to the first annual meeting of the members, any Director may be removed from the Board, with or without cause, by the Declarant. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors, commencing with the first annual meeting of members, shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Any proxy valid under Maryland law shall be valid for the purpose of such casting of votes. All election materials prepared with funds of the Association shall list candidates in alphabetical order and shall not suggest a preference among candidates. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI Meetings of Directors

Section 1. Regular and Special Meetings. All meetings of the Board of Directors or any committee created by the Board of Directors shall be held only upon regularly scheduled and established dates or periods at such time and place as shall have been made known to all members in accordance with the procedures established in Article III, Section 3, of these Bylaws. All such meetings shall be open to all owners or occupants of units of the Association, their guests and any representative of the news media and be held at places and times convenient to the greatest number of members. Meetings of the Board of Directors may be held in closed session only in accordance with Article III, Section 9, of these Bylaws.

Section 2. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 3. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 4. Fidelity Bonds. The Board of Directors shall require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or

equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VII
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas and recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration and Articles of Incorporation and these Bylaws, including collection of assessments payable pursuant to any cross easement or other similar agreement and periodically employing an insurance consultant if the Board of Director deems it necessary to do so in order to analyze the insurance requirements of the Association.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent or manager (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. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association, and FNMA and/or FHLMC holds an interest in a first mortgage or deed of trust against any Lots, then no such self-management shall be undertaken by the Association, without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to these Bylaws is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans' Administration, and, provided, further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA and/or VA (as applicable).

ARTICLE VIII
Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times after the election of the Board of Directors following the expiration of the Class "B" membership be members of the Board (but who need not be until such time), a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of which officers are to be elected by the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members; provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is duly elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Assistant Secretary, Treasurer and Vice President may be held by the same person, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these Bylaws to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article and except as otherwise provided in this Section 7.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all

leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him of the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Liability and Indemnification of Officers and Directors - Interested Directors

The Association shall indemnify every person who is or was an officer or Director of the Association and who was, is or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, whether civil, criminal, administrative or investigative, if that person (i) acted in good faith; and (ii) reasonably believed (a) in the case of conduct in that person's official capacity, that the conduct was in the best interests of the Association; and (b) in all other cases that the conduct was at least not opposed to the best interests of the Association; and (iii) in the case of any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful. The indemnification provided for in this Article is against judgments, penalties, fines, settlements and reasonable expenses actually incurred in connection with any such threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; provided, however, that if any such action, suit or proceeding was one by or in the right of the Association, indemnification shall be made only against reasonable expenses and shall not be made in respect of any proceeding in which the person otherwise entitled to indemnify pursuant to the provisions of this Article have been adjudged to be liable to the Association. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, creates a rebuttable presumption that the person otherwise entitled to indemnify did not meet the requisite standard of conduct set forth in this Article. A

person who is or was an officer or Director of the Association is not indemnified under the provisions of this Article in respect of any threatened, pending or completed action, suit or proceeding charging improper personal benefit to that person, whether or not involving action in that person's official capacity, in which the person was adjudged to be liable on the basis that personal benefit was improperly received. The provisions of this Article are intended to provide every person who is or was an officer or Director of the Association and who was, is or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, with indemnification to the extent permitted in Section 2-418(b) of Title 2, Corporations and Associations Article, Annotated Code of Maryland (1975 Repl. Vol.) as from time to time amended or superseded. Indemnification under this Article may not be made by the Association unless authorized in the specific case after a determination has been made that indemnification is permissible because the person who is or was an officer or Director of the Association has met the standard of conduct set forth in this Article. Such determination shall be made in the manner provided in Section 2-418(e) of Title 2, Corporations and Associations Article, Annotated Code of Maryland (1975 Repl. Vol.) as from time to time amended or superseded. Reasonable expenses incurred by any person who is or was an officer or Director of the Association and who is a party to any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, may be paid or reimbursed by the Association in advance of the final disposition of that proceeding, after a determination that the fact then known to those making the determination would not preclude indemnification under this Article, upon receipt by the Association of:

(a) a written affirmation by that person of that person's good faith belief that the standard of conduct necessary for indemnification by the Association as authorized in this Article has been met; and

(b) a written undertaking by or on behalf of that person to repay the amount if it shall ultimately be determined that the standard of conduct necessary for indemnification by the Association as authorized in this Article has not been met. The undertaking required by this subparagraph (b) shall be an unlimited general obligation of the person making it but need not be secured and may be accepted without reference to financial ability to make the repayment.

Determination and authorization of payments under this Article shall be in the manner specified in Section 2-418(e) of Title 2, Corporations and Associations Article, Annotated Code of Maryland (1975 Repl. Vol.) as from time to time amended or superseded. The officers and Directors of the Association shall not be liable to 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 except to the extent that such officers or Directors may also be Class A members of the Association, and the Association shall inmenify 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, except as aforesaid. The provisions of this Article do not limit the power of the Association to pay or reimburse expenses incurred by any person who is an officer or Director of the Association in connection with an appearance as a witness in any proceeding by reason of service in that capacity, or otherwise involving the

Association, when that person has not been made a named defendant or respondent in the proceeding. Any right to indemnification provided for in this Article shall be in addition to, and not exclusive of, any other rights to which any person who is or was an officer or Director of the Association may be entitled by law, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was an officer or Director of the Association against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the Association would have the power to indemnify against such liability pursuant to the provisions of this Article, or otherwise. Any indemnification of, or advance of expenses to, any person in accordance with the provisions of this Article, if arising out of a proceeding by or in the right of the Association, shall be reported in writing to the members of the Association with notice of the next annual meeting of members of the Association or prior to the next annual meeting of members.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. A contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm or other entity in which any of its Directors is a director or has a material financial interest is not void or voidable solely because of the common directorship or interest, or because the Director is present at the meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction, or because the vote of the Director was counted for the authorization, approval or ratification of the contract or transaction, if any of the following conditions exist:

(a) the fact of the common directorship or interest is disclosed or known to the Board of Directors and the Board of Directors authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of disinterested Directors, even if the disinterested Directors constitute less than a quorum; or

(b) the fact of the common directorship or interest is disclosed or known to the members of the Association entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the members entitled to vote other than the votes appurtenant to memberships owned by the interested Director or corporation, firm or other entity; or

(c) the contract or transaction is fair and reasonable to the Association at the time it was authorized, approved or ratified.

Common or interested Directors or the votes which they are entitled to cast or which are entitled to be cast by an interested corporation, firm or other entity, may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of the unit owners, as the circumstances may require, at which the contract or transaction is authorized, approved or ratified. If a contract or transaction is not authorized, approved or ratified in the manner provided for in subparagraphs (a) or (b) of this Paragraph, the person asserting the validity of the contract or transaction bears the burden of proving that the contract or transaction was fair and reasonable to the Association at the time it was authorized, approved or ratified.

ARTICLE X
Committees

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. All committees appointed by the Board of Directors shall hold meetings in accordance with Article III, Sections 3 and 9, of these Bylaws.

ARTICLE XI
Insurance

Section 1. Insurance. In addition to the insurance coverage required to be maintained by the Declaration, the Board of Directors of the Association may obtain and maintain, to the extent reasonably available, the following:

(a) Workmen's compensation insurance for employees of the Association to the extent necessary to comply with any applicable law; and

(b) A "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

(c) Such other policies of insurance, including director and officer liability insurance and insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these Bylaws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions to the extent reasonably available:

(a) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative.

(b) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(c) All policies shall provide that such policies may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including any mortgagee of any Lot who requests such notice in writing.

(d) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the members of the

Association and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(e) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the project is located and holding a general policyholder's rating of Class B or better and a current financial rating of Class VI or better in the current edition of Best's Insurance Reports.

ARTICLE XII Books and Records/Fiscal Management

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 recordation of the Declaration among the Land Records for Montgomery County, Maryland. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article II of the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves 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 Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the Bylaws of the Asso-

ciation shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII
Assessments

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 thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate permitted by law (or such lesser sum as VA or FHA shall specify if any Lot is insured by FHA or guaranteed by VA), 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 attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XIV
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC., a Maryland corporation.

ARTICLE XV
Amendments

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that if any Lot subject to these Bylaws is then encumbered by a mortgage or deed of trust guaranteed by VA or insured by FHA, then VA and/or FHA (as applicable) shall have the right to veto amendments while there is Class B membership.

ARTICLE XVI
Interpretation/Miscellaneous

Section 1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

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

Section 3. Severability. In the event any provision or provisions of these Bylaws 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 provisions of these Bylaws 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 Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 6. Gender, etc. Whenever in these Bylaws 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.

IN WITNESS WHEREOF, we, being all of the Directors of TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this _____ day of _____, 198__.

WITNESS:

John B. Corgan, Director

Kenneth D. Grunst, Director

Phillip Drennan, Director

* * *

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock, non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the _____ day of _____, 198__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 198__.

, Secretary

[CORPORATE SEAL]

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TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC.

WAIVER OF NOTICE OF

FIRST MEETING OF THE BOARD OF DIRECTORS

We the undersigned, being all of the directors of TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC., do hereby waive all notice whatsoever of the first meeting of the board of directors of said Corporation, and do hereby consent that the said meeting be held at 1686 East Gude Drive, Rockville, Maryland 20850, on _____, 198__, at 10:00 a.m., and consent that all such business as may lawfully come before the meeting be transacted thereat.

Dated: _____, 198__

John B. Corgan, Director

Kenneth D. Grunst, Director

Phillip Drennan, Director

TUCKERMAN STATION COMMITTEES
RESOLUTION
December 3, 2003

WHEREAS, the Board of Directors of the Tuckerman Station Homeowners Association is empowered to govern the affairs of the HOA pursuant to the Bylaws of the community, in this case, specifically Article X, Committees.

WHEREAS, there is a need to clarify the establishment and operation of all committees; and

WHEREAS, it is the intent that this rule shall be applicable to all committees and this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules on the establishment and operation of all committees are hereby adopted by the Board of Directors:

All committees appointed by the Board shall hold meetings in accordance with Article III, Sections 3 and 9, of the Bylaws. All committees serve at the pleasure of the Board and all committee actions and recommendations shall be reviewed, revised, voted on, and implemented by the Board at their discretion.

Committee membership is composed of volunteers. Each committee will present a list of its members to the Board at the Board's January meeting. The optimal size of a committee is five to seven members; this is usually enough so that no one volunteer is excessively burdened and allows for those times when members are away. However, the number on a committee may vary given the number willing to volunteer and the work to be done. The chair of a committee may be appointed by the Board or if the Board desires, be elected by the majority of the committee members.

Committees meet several times a year to address issues under the purview of the committee, handle problems as they arise, and plan activities. Written recommendations from the committee are presented to the Board, which has final approval for decisions and financial expenditures. Committee recommendations are based on a consensus or majority vote taken at a meeting with those in attendance voting; proxy votes or after the fact votes are not considered in determining whether a recommendation is presented to the Board.

Specifically, committees will:

- 1) Hold regular meetings to discuss issues and to assign and coordinate all work. A written record of these meetings should be kept and sent to the Board before each monthly meeting.
- 2) Maintain ongoing, effective relationship with management and a contractor, if appropriate. If a contractor is involved, ensure all contract work is satisfactorily performed.
- 3) Conduct regular inspections to identify problem areas. At a minimum, these inspections should occur monthly. Follow up inspections should be done to ensure that all work identified is completed. The committee chair is normally the committee's point of contact with any contractor involved.

- 4) Answer questions and offer support to community members who seek/need guidance. Inform/educate community about policies and guidelines.
- 5) Respond in a timely manner to all community questions and complaints about issues and offer answers and solutions. The committee chair is the point of contact.
- 6) Attend monthly Board meetings to inform the Board of all committee activities. All proposed activities must be presented to the Board for their review and decision. It is the chair's responsibility to attend the meeting or to designate someone to attend in his/her place.

Approved this date, December 3, 2003, by the Tuckerman Station HOA Board of Directors, by unanimous vote.


Bonnie R. Kalberer, President

**RESOLUTION OF BOARD OF DIRECTORS
TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Article XI, Section 11.12 of the Declaration of Covenants, Conditions and Restrictions for Tuckerman Station Homeowners Association, Inc. ("Association") recorded among the Land Records of Montgomery County, Maryland in Liber 6817 at folio 238, as amended and supplemented ("Declaration") provides that, notwithstanding any other provisions of the Declaration, the Articles of Incorporation or the Bylaws of the Association, the Declarant, C-I/Mitchell & Best Company, shall have the right to make modifications, additions or deletions to the Declaration, the Articles of Incorporation and the Bylaws governing the Association if required by VA, FHA, FHLMC or FNMA; and

WHEREAS, FHLMC, pursuant to request by the Declarant, Tuckerman Station Homeowners Association, Inc. ("HOA") and the Council of Unit Owners of Tuckerman Station Condominium ("Condominium"), has required certain changes to the Declaration and a related Cross-Easement Agreement relating to the recreation facilities to terminate membership of the Condominium unit owners in the HOA and create a separate Recreation Association in which all lot owners in the HOA and all unit owners in the Condominium will be members and to transfer certain operation, maintenance, repair and replacement obligations related to the easement property to the newly created Recreation Association;

WHEREAS, the required changes to the Declaration shall be implemented by the following documents: 1) an Amended and Restated Declaration of Covenants, Conditions and Restrictions which terminates the membership of the Condominium unit owners in the HOA, establishes the powers and duties of a newly created Recreation Association, designates certain portions of the HOA common area for operation, maintenance, repair, replacement and control by the Recreation Association, and sets forth the rights and obligations of the HOA lot owners and the Condominium unit owners with respect to the Recreation Association; 2) an Amended and Restated Cross-Easement and Maintenance Agreement which changes the responsibility for the operation, maintenance, repair and replacement of certain easement property to the Recreation Association; 3) Articles of Incorporation to create the Recreation Association as a Maryland corporation; 4) Bylaws to be adopted by the new Recreation Association Board of Directors; and 5) a Lease Agreement between the HOA and the newly created Recreation Association which leases those portions of the common area of the HOA that are to be operated, maintained, repaired, replaced and controlled by the newly created Recreation Association and which shall be recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, upon approval of the Declarant, the HOA and Condominium have proceeded to have the necessary documents prepared in order to implement this change in structure of the HOA; and

WHEREAS, the Board of Directors has reviewed the Tuckerman Station Homeowners Association, Inc (Tuckerman Station Recreation Association, Inc.) Amended and Restated Declaration of Covenants, Conditions and Restrictions, the Amended and Restated Cross-Easement and Maintenance Agreement, the Articles of Incorporation for the Tuckerman Station

Recreation Association, Inc., the Bylaws for the Tuckerman Station Recreation Association, Inc. and the Lease Between Tuckerman Station Homeowners Association, Inc. and Tuckerman Station Recreation Association, Inc., as well as the newly defined property description of the property to be leased to and managed, operated, maintained, repaired, replaced and controlled by the Tuckerman Station Recreation Association, Inc. and has determined that such documents adequately implement the changes desired by the HOA and required by FHLMC; and

WHEREAS, the Bylaws to be adopted for the Tuckerman Station Recreation Association, Inc. anticipate that there shall be four (4) members of the Board of Directors of the Recreation Association and two (2) members shall be from the HOA and two (2) members shall be from the Condominium; and

WHEREAS, the Board of Directors of the HOA shall appoint two (2) representatives to sit on the initial Board of Directors of the Recreation Association.

NOW THEREFORE, based upon the foregoing recitals, the Board of Directors of Tuckerman Station Homeowners Association, Inc. hereby resolves as follows:

1. The Tuckerman Station Homeowners Association, Inc (Tuckerman Station Recreation Association, Inc.) Amended and Restated Declaration of Covenants, Conditions and Restrictions, the Amended and Restated Cross-Easement and Maintenance Agreement, the Articles of Incorporation for the Tuckerman Station Recreation Association, Inc., the Bylaws for the Tuckerman Station Recreation Association, Inc. and the Lease Between Tuckerman Station Homeowners Association, Inc. and Tuckerman Station Recreation Association, Inc., as well as the newly defined property description of the property to be leased to and managed, operated, maintained, repaired, replaced and controlled by the Tuckerman Station Recreation Association, Inc. are hereby approved for execution and recording or filing with the Homeowners Association Depository as necessary.
2. The President of Tuckerman Station Homeowners Association is hereby authorized to sign the Tuckerman Station Homeowners Association, Inc (Tuckerman Station Recreation Association, Inc.) Amended and Restated Declaration of Covenants, Conditions and Restrictions, the Amended and Restated Cross-Easement and Maintenance Agreement and the Lease Between Tuckerman Station Homeowners Association, Inc. and Tuckerman Station Recreation Association, Inc. on behalf of the HOA.
3. The following individuals are hereby appointed by the Board of Directors to serve as the HOA members of the initial Board of Directors of the Tuckerman Station Recreation Association, Inc. and they shall serve in such capacity until the first annual meeting of the Recreation Association:

Robert Linehan
Ingeborg Bock

This Resolution was passed by the Board of Directors of Tuckerman Station Homeowners Association at a meeting held on the 24th day of December 2003 as evidenced by the following signatures:

Amy H. Perente

Gayle G. Trussman

Marcia W. Blauer

Bonnie R. Kalluvor

**AMENDMENT TO THE BYLAWS
OF TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC.**

This Amendment to the Bylaws of the Tuckerman Station Homeowners Association, Inc. ("Association") is made this 1st day of JUNE, 2005, by the members of Tuckerman Station Homeowners Association, Inc. ("Association"), or an incorporated Maryland Homeowners Association, with a mailing address of:

Tuckerman Station Homeowners Association, Inc.
c/o Shireen Ambush, Community Manager
Abaris Realty, Inc.
12009 Nebel Street
Rockville, MD 20852

WITNESSETH:

W-1. **WHEREAS**, Tuckerman Station Homeowners Association, Inc. was duly created upon recordation in the Land Records of Montgomery County, Maryland of the Declaration of Covenants, Conditions and Restrictions dated August 6, 1985 and recorded Liber 6817, Folio 238, et seq., and

W-2. **WHEREAS**, the Association desires to amend the Association Bylaws in accordance with the changes shown hereinbelow; and

W-3. **WHEREAS**, The amendments herein were presented to and approved by the members of the Association at a meeting duly called in accordance with Article XV, and

NOW THEREFORE, the Association hereby amends the Bylaws as set forth below:

Article I shall be amended as follows:

Delete the existing language:

"The principle office of the corporation shall be located at 1686 East Gude Drive, Rockville, Montgomery County, Maryland 20850."

And replace it with the following:

"The principle office of the corporation shall be located at 12009 Nebel Street, Rockville, Montgomery County, Maryland 20852."

Article II shall be amended as follows:

Delete the existing language:

"'Lot' shall mean and refer to any plot of land shown upon any recorded subdivision map of the property (with the exception of the Common Area), and to any condominium unit located within the property."

And replace it with the following:

"'Lot' shall mean and refer to any plot of land shown upon any recorded subdivision map of the property (with the exception of the Common Area)."

Article III, Section 2 shall be amended as follows:

Delete the existing language:

"Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership; except that no special meetings shall be called except upon resolution of the Board of Directors prior to the first annual meeting of members as herein provided for or to consider any matter which is substantially the same as a matter voted on at any special meeting of the members held during the preceding twelve (12) months."

And replace it with the following:

"Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership. Class A membership refers to those units still owned by the Declarant at the time of initial construction of the community. No special meetings shall be called except upon resolution of the Board of Directors prior to the first annual meeting of members as herein provided for or to consider any matter which is substantially the same as a matter voted on at any special meeting of the members held during the proceeding twelve (12) months."

Article IV, Section 1 shall be amended as follows:

Delete the existing language:

"A majority of the Board of Directors (after lapse of the Class B membership as provided for in the Articles of Incorporation and the Declaration) shall be members of the Association."

And replace it with the following:

"All members of the Board of Directors shall be members of the Association."

Article V, Section 1 shall be amended as follows:

Delete the existing language:

Nomination. Nomination for election to the Board of Directors, commencing with the first annual meeting of members, shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determined, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members."

And replace it with the following:

Nomination. Nomination for election to the Board of Directors shall be made in accordance with the following procedure. All owners are mailed a call for nomination notice of the annual meeting within 45 days of the annual meeting date. Such notice shall contain a nomination application that must be completed by any member who wishes to run for election and such application must be returned to the management agent by the date specified."

Article VIII, Section 8(a) shall be amended as follows:

Delete the existing language:

"The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes."

And replace it with the following:

"The President shall preside at all meetings of the Board of Directors and shall have the sole power to call such meetings to order and to adjourn such meetings; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes."

Article VIII, Section 8(c) shall be amended as follows:

Delete the existing language:

"The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members;"

And replace it with the following:

"The Secretary shall record or direct to be recorded the votes and keep the minutes of all meetings and proceedings of the Board and of the members;"

Article VIII, Section 8(d) shall be amended as follows:

Delete the existing language:

"The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors;"

And replace it with the following:

"The Treasurer or his appointed agent shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors;"

Article X shall be amended as follows:

Delete the existing language:

"The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. All committees appointed by the Board of Directors shall hold meetings in accordance with Article III, Section 3 and 9 of these Bylaws."

And replace it with the following:

"The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. All committees appointed by the Board of Directors shall hold meetings in accordance with Article III, Section 3 and 9 of these Bylaws."

Article XV shall be amended as follows:

Delete the existing language:

"These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that if any Lot subject to these Bylaws is then encumbered by a mortgage or deed of trust guaranteed by VA or insured by FHA, then VA and/or FHA (as applicable) shall have the right to veto amendments while there is Class B membership."

And replace it with the following:

"These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy."

Except as expressly amended and/or revised hereinabove, the Bylaws of the Association shall remain unchanged, reconfirmed and ratified.

IN WITNESS WHEREOF, the Association has caused these Amendments of Tuckerman Station Homeowners Association, Inc. to be executed by DAVID BLASS _____, its President, and does hereby appoint JASON FISHER as its true and lawful attorney-in-fact to acknowledge and deliver this Amendment on the day and year first above written.

ATTEST:

TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC.

Etta Ros Ghyar
Secretary

David A. Bass
, President

[Corporate Seal]

STATE OF MARYLAND: ss

I hereby certify that on this 1ST day of JUNE, 2005, before me the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction DAVID BLASS, personally known to me to be the person who executed the foregoing instrument bearing date on the 1ST day of JUNE, 2005, and personally well-known to me to be the President of Tuckerman Station Homeowners Association, Inc., and acknowledged to be the same to be the act and deed of the Association, and that the same was executed for the purposes therein contained.

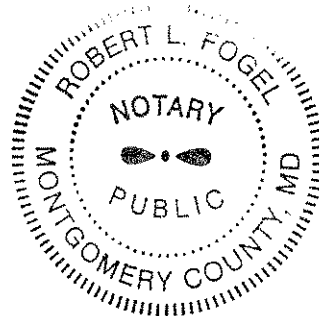
WITNESS my hand and notarial seal the year and day first above written.

Robert L. Fogel
Notary Public

My Commission Expires:

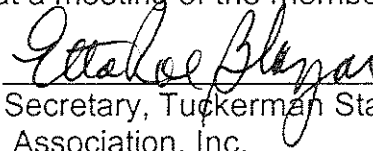
9/1/08

Robert L. Fogel
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires 9/01/08



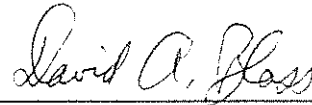
**CERTIFICATION OF VOTE OF THE TUCKERMAN STATION HOMEOWNERS
ASSOCIATION, INC.**

In accordance with Article XV of the Bylaws, the Secretary, as the person authorized to count votes of the owners, hereby certifies that the Amendments to which this Certificate is attached was approved by a vote of a majority of a quorum of members present in person or by proxy at a meeting of the members.



Secretary, Tuckerman Station Homeowners
Association, Inc.

ATTEST:



, President

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