

BY-LAWS OF OGLETON PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I DEFINITIONS

Section 1. General. As used herein the definitions set forth in the Declaration of Covenants, Conditions, and Restrictions (as the same may be amended from time to time as therein provided) applicable to Section 1, Plat 1 of the subdivision entitled "Ogleton" are hereby incorporated by reference as if fully set out; said Declaration and any amendments thereto having been recorded or to be recorded among the Land Records of Anne Arundel County, Maryland.

Section 2. Articles of Incorporation. "Articles of Incorporation" means the Articles of Incorporation filed on December 16, 1980, on behalf of the Association with the Department of Assessments and Taxation of the State of Maryland and any amendments thereto upon their filing with said Department.

Section 3. Assessment Period. "Assessment Period" means the twelve-month period for which assessments shall be levied by the Association pursuant to the Declaration.

Section 4. Association. "Association", as used herein, shall mean OGLETON PROPERTY OWNERS ASSOCIATION, INC.

Section 5. Declaration. "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions applicable to Section 1, Plat 1, of Ogleton, made the 18th day of December, 1980, which Declaration is recorded in Liber 3371, Folio 343, among the Land Records of Anne Arundel County, Maryland.

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

Section 7. Membership. "Membership" shall mean having the status of a Member in the Association and may be held in multiples thereby permitting multiple votes.

Section 8. Mortgage. "Mortgage" shall include deed of trust, and the term "holder" or "Mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

Section 9. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Articles of Incorporation of the Association or in the Declaration.

ARTICLE II MEMBERSHIP

Section 1. Members. The Association shall have two classes of voting members.

(a) Class A members are the record owners of a fee interest in any Lot which is or becomes subject under the Declaration to assessment by the Association, provided, however, that any such person, group of persons or entity who hold such interest solely as security for the performance of an obligation shall not be a member on account thereof. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for Membership.

(b) Class B members shall be the Declarant and the Developers, and they shall be entitled to three hundred (300) votes. The three hundred (300) votes shall be apportioned between the Declarant and Developer with the Declarant commencing upon organization of the Association with the entire three hundred (300) votes. Upon transfer to a developer of lots, one (1) vote for each lot transferred shall be transferred to the developer. The Class B membership shall cease and become void when the total votes outstanding in a Class A membership equal the total votes outstanding in the Class B membership.

Section 2. Membership Certificates. Each Membership certificate shall state (1) that the Association is organized under the laws of the State of Maryland, (2) the name of the registered holder or holders of the membership represented thereby and the class of Membership, and (3) shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered by class, bound in one or more books, and shall be issued there from upon certification as to the transfer of title to the Lot to which such Membership is appurtenant, or assignment of the membership certificate by the current address thereof. Membership is not otherwise transferable. Every Membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary, and shall be sealed with the corporate seal. Upon transfer of title to any Lot, any outstanding membership certificate appurtenant to said Lot shall be automatically void without further action by the Association.

Section 3. Change of Address. Every member shall at all times keep the Association apprised of his current mailing address. Any notices required by the Deed, Articles of Incorporation or these By-Laws sent to a member at his current address as shown on the records of the Association shall be deemed adequate notice as to address and membership.

Section 4. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the Membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require that the registered holder or holders of such lost or destroyed certificate or certificates, or his legal

representative, advertise the same in such manner as the Board of Directors may require, at such Owner's expense, and that he give the Association a bond in such sum as the Board of directors may require as indemnity against any claim that may be made against the Corporation.

Section 5. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, the assets of the Association shall be distributed as provided in the Articles of Incorporation.

ARTICLE III MEETINGS OF MEMBERS

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

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held within one (1) year from the date of recordation of the Declaration. Thereafter, the annual meetings of the Members of the Association shall be held on the first Wednesday in May of each succeeding year. At such meeting, there shall be elected by ballot of the Members, a Board of Directors in accordance with the requirements of Section 5, Article IV, of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. it shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by at least twenty percent (20%) of the Members of each class, having been presented to the Secretary. The notice of any special meeting shall state the time and place for such meeting and the purpose thereof. No business shall be transacted at a special meeting except such as shall have been stated in the notice thereof.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at his address as it appears on the Membership book of the Association, at least twenty (20) but not more than thirty (30) days prior to such meeting. Service may also be accomplished by the personal delivery of any such notice to the Member at his last known address. Notice by either such method shall be considered as notice served. Attendance by a Member at any meeting of the Members shall be a waiver of notice by him of the time, place and purposes thereof.

Section 5. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one percent (51%) of the then Members of record shall be requisite for and shall constitute a quorum for the transaction of business at a meeting of Members, and all business which might properly come before the meeting may be transacted thereat.

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Section 6. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called for, without the service of further notice with respect to such meeting.

Section 7. Voting. At every meeting of the Members, each of the Class A Members shall have the right to cast one (1) vote on each question for each Class A Membership which he owns. Each of the Class B Members shall have the right to a vote on each question for each Class B Membership which he owns. The vote of the Members representing fifty-one percent (51%) of the total of the Memberships present at the meeting, in person or by proxy, shall be necessary to decide any questions brought before such meeting, unless the question is one upon which express provision of statute or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any Membership which is owned by more than one (1) person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-owners of any Membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. The vote for any Membership which is owned by a corporation, trust or partnership may be exercised by any officer, trustee or partner, as the case may be, and, unless any objection or protest by any such officer, 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 thirty (30) days delinquent in any payment due the Corporation.

Section 8. Proxies. A Member may appoint any other Member the Declarant, or a Developer as his proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors before the appointed time of the annual meeting.

Section 9. Order of Business. The order of business at all regularly scheduled meetings shall be as follows:

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

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

ARTICLE IV DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of three (3) natural persons.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members. The powers and duties of the board of Directors shall include, but not be limited to, the following:

To provide for, in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(a) Care, upkeep, and surveillance of the Common Area, all as provided in the Declaration.

(b) To establish and provide for the collection of assessments and/or carrying charges from the Members and for the assessment and/or enforcement of liens therefore.

(c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the Common Area, all as provided in the Declaration, and to provide services for the project.

(d) To promulgate and enforce such rules and regulations with respect to the use, occupancy and maintenance of the Common Area, all as provided in the Declaration; to prevent unreasonable interference with the use and occupancy of such areas or portions of Lots by the Members.

(e) To authorize, in their discretion, patronage refunds from residual receipts when and as reflected in the annual report.

(f) To:

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

(2) Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) Foreclose the lien against any Lot for which assessments

are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligate to pay the same.

(g) Issue, or cause an appropriate officer to issue, upon demand by any Owner, 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.

Section 4. Management Agent. The Board of Directors may (but shall not be required to) employ for the Association a management agent (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

Section 5. Election and Term of Office. The term of the Directors named in the Articles of Incorporation shall expire when their successors have been elected and are duly qualified at the first annual meeting of Members.

The Membership may, by resolution duly made and adopted at such first annual meeting, or at any subsequent annual meeting, elect to increase the number of Directors up to 15 or to fix the term of each Director elected at such meeting at one (1) year or staggered terms not to exceed three (3) years. Directors shall hold office until their successors have been duly elected and qualify. Election to the Board of Directors shall be by secret written ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by any remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Members at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose, any Director may be removed, with or without cause, by the affirmative vote of the majority of the entire membership, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. The term of any Director who is a Class A Member and who becomes more than thirty (30) days delinquent in payment of any assessment and/or carrying charges due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid Directors for their services as Directors. After the lapse of all the Class B Memberships as provided in Article II of these By-Laws, no remuneration shall be paid to any Director who is also a Class A Member of the Association for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

→ **Section 9. Organization Meeting.** The first meeting of newly elected Board of Directors shall be held within fifteen (15) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meeting. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting unless waived by those not in attendance in writing.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 12. Waiver of Notice. Before or at any meeting of the board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum was present shall be the acts of the Board of Directors.

Section 14. Unanimous Written Consent. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and consistent with the purposes set forth in the Declaration and these By-Laws. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the directors of this Association are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- (c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or was not so interested. These provisions are in addition to the limited liability and indemnity provided officers and directors in the Articles of Incorporation.

ARTICLE V OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the lapse of all of the Class B Memberships as provided in Article III of these By-Laws, the officers of the Association need not be Members of the Association. Thereafter, except for the President, the officers of the Association need not be Members of the Association. The Directors may appoint an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

→ **Section 4. President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. he shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the Membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the Office of Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in its name, to the credit of the Association in institutions as may from time to time be designated by the Board of Directors.

ARTICLE VI MANAGEMENT

Section 1. Management and Common Expenses. The Association acting by and through its Board of Directors, may manage, operate and maintain the Common Area, and the Association shall enforce the provision hereof and of the Declaration, and shall pay out of the common expense fund herein elsewhere provided for, the following:

- (a) The cost of such insurance as the Association may effect, as provided elsewhere herein.
- (b) The cost of the services of a person or firm to manage the Common Area to the extent deemed advisable by the Association together with the services of such other personnel as the Board of Directors shall consider desirable or necessary.
- (c) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association.

→ (d) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments, or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the performance of the above.

Section 2. Management Agent. The Association may by contract or in writing delegate any of its ministerial duties, _____ exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of services obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements, or by an Member, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Area or from any wire, pipe, drain, conduit, appliance or equipment installed on or for the benefit of the Common Area. No diminution or abatement of assessments, as herein elsewhere or in the Declaration provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any county or other governmental authority.

ARTICLE VII INSURANCE

Section 1. Insurance. The Board of Directors shall obtain and maintain, to the extent available, at least the following:

- (a) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and
- (b) Such other policies of insurance including insurance for other risks of similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors with respect to the Common Area.

ARTICLE VIII FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year unless otherwise provided by the Board of Directors, except for the first fiscal year of the Association which shall begin at the date of incorporation.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures of the Association and its administration and shall specify the maintenance and repair expenses of the Common Area and services and any other expenses incurred.

→ The amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in Surplus" account as a capital contribution by the Members.

Section 3. Auditing. At the close of each fiscal year, books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards or by a committee of three (3) Members appointed by the President and confirmed by a majority of the Board of directors. Based upon such report, the Association shall furnish its Members with an annual financial statement including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the Members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lots, and/or its duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as Members.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE IX COMMITTEES

Section 1. Architectural Control Committee. The President shall appoint annually an Architectural Control Committee as provided in the Declaration, subject to confirmation by a majority of the Board of Directors.

Section 2. Auditing Committee. The Association shall, when necessary, appoint an auditing committee as provided in Article VIII, to serve at the pleasure of the Board of Directors.

Section 3. Other Committees. The President shall appoint such other committees as may be authorized from time to time by the Board of Directors subject to confirmation by a majority of said Board which shall consist of at least a chairman and two (2) other members to serve at the pleasure of the Board of Directors.

ARTICLE X ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each Class A Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot 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 incur interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment as provided in the Deed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

ARTICLE XI AMENDMENT

Section 1. Amendment. These By-Laws may be amended by the affirmative vote of members representing the Members of record, of each class, at any meeting of the members duly called for such purpose provided a quorum of fifty-one percent (51%) of each class of Membership is present, either in person or by proxy, but only after thirty (30) days prior written notice to the institutional holders of all first mortgages on the Lots. The presence, either in person or by proxy, of Members representing at least fifty-one percent (51%) of the then Members of record shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of Members, and all business which might properly come before the meeting may be transacted thereat. Amendments may be proposed by the Board of Directors, or by petition signed by Members representing at least thirty percent (30%) of the total number of Lots. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XII MORTGAGES – NOTICE

Section 1. Notice to Board of Directors. Any Member who mortgages the Lot to which his Membership is appurtenant shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages. All notices required to be given to mortgages under these By-Laws need be given only to the mortgages whom the Association has received such notice.

ARTICLE XIII INTERPRETATION – MISCELLANEOUS

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

Section 2. Seal. The seal of the Association shall be circular in form with the name of the Association inscribed around the outer edge, in the center shall be inscribed the words "Md.", "Incorporated", and the year of incorporation.

Section 3. Notices. Unless another type of notice is herein elsewhere specifically provided for, and all notices called for in the Declaration and in these By-Laws shall be given in writing to the last address of the member as shown in the records of the Association.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failure to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

I HEREBY CERTIFY that I am the duly-elected Secretary of OGLETON PROPERTY OWNERS ASSOCIATION, INC., a body corporate of the State of Maryland, and that the aforesigned By-Laws constitute a true copy of the original By-Laws of said Corporation, as duly adopted at the organizational meeting of the Board of Directors thereof, held on the 9th day of January, 1981, and further that such By-Laws are in conformity with the Charter of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this Corporation this 9th day of January, 1981.

SECRETARY