

WESTCHESTER PARK SECTION ONE CONDOMINIUM, INC.

ARTICLES OF AMENDMENT

Westchester Park Section One Condominium, Inc., a Maryland Corporation (the "Corporation") hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The Articles of Incorporation of the Corporation are hereby amended as follows:

1. Article SIXTH is amended by adding the following, after the second sentence:

Each vote will be based on the percentage interest established for each unit in Exhibit C of the Master Deed of the condominium project duly recorded in the Land Records of Prince George's County.

2. Article EIGHTH (B) is amended by deleting from the second line the words "two-thirds (2/3)" and inserting in lieu thereof the words "seventy-five percent (75%)".

SECOND: The Board of Directors of the Corporation on July 1, 1974 at a meeting duly held in accordance with the applicable provisions of law and the By-laws of the Corporation, adopted a resolution containing the foregoing Amendments and a resolution declaring that said Amendments are advisable and directing that said Amendments submitted to the members of the Corporation.

THIRD: The members of the Corporation on July 1, 1974 at a meeting duly held in accordance with the applicable provisions of laws and the By-laws of the Corporation, adopted a resolution authorizing the foregoing Amendments.

THIS AMENDMENT to the Master Deed of Westchester Park Section One Condominium, is made this 17th day of November, 1974, by Westchester Park Company, a Maryland limited partnership, the record owner of all of the units of Westchester Park Section One Condominium.

WITNESSETH:

WHEREAS, Westchester Park Company has caused the Master Deed (with exhibits, including Exhibit B, "By-laws") of Westchester Park Section One Condominium to be recorded on June 25, 1974 in the Land Records of Prince George's County in Liber 4381 at folio 309; and

WHEREAS, in order to conform the Master Deed of the Condominium to the requirements of the Federal Home Loan Mortgage 2 Corporation, Westchester Park Company desires to amend the Master Deed.

NOW, THEREFORE, in consideration of the above, Westchester Park Company hereby amends the Master Deed as follows:

1. The Master Deed, paragraph "SIXTH: Covenant Against Partition" is amended by adding the following:

Unless at least seventy-five percent (75%) (based upon one vote for each mortgage owned) of the first mortgagees (as defined in the Horizontal Property Act) of condominium units: have given their prior written approval, the council of co-owner's may not by act or omission seek to abandon, en-cumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements shall not be deemed a transfer within the meaning of this clause.

2. Exhibit B of the Master Deed, Article VIII, Section 1(f), is amended by adding the following:

In any event, however, an adequate reserve fund for replacement of the common elements shall be established by the Board of Directors and funded by the regular monthly payments.

3. EXHIBIT B to the Master Deed, Article VIII, Section 3, is amended by adding the following:

Any first mortgage, at its request, is entitled to written notification from the Board of Directors of the council of co-owners of the condominium of any default by the mortgagor of such unit in the performance of the mortgagor's obligations under the condominium documents which is not cured within 30 days.

4. Exhibit B of the Master Deed, Article XI, Section 2 (b) is amended by deleting the period after the word "representative" and inserting in lieu thereof a comma, and by adding the following:

subject, however, to the consent of the majority of mortgagees of the units damaged (based on one vote for each mortgaged unit).

5. Exhibit B of the Master Deed, Article XII, is amended by adding the following:

Section 4. Notice. The Board of Directors of the council of co-owners shall give notice in writing to each first mortgagee of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000, and shall give notice in writing to the first mortgagee of any unit which is damaged in excess of \$1,000.

6. Exhibit B to the Master Deed, Article XIII, Section 4, is amended by adding the following:

First mortgagees shall have the right to examine the books and records of the Corporation and the condominium project.

7. In order to clarify the identification of the condominium units in the Townhouse Buildings, an amended "Plat of Condominium Subdivision - Westchester Park Section One Condominium", consisting of 17 sheets, dated January 1974, has been recorded in Condominium Plat Book No. WWW90 at Plat 30, 31, 32 thru 46, superseding the "Plat of Condominium - Westchester Park Section One Condominium" recorded on June 25, 1974, in Condominium Flat Book No. WWW 88 at Plat 97-100, and No. WWW 90 at Plat 1-13, and wherever reference is made in the Master Deed, Westchester Park Section One Condominium to the condominium plats, such reference shall hereafter for all purposes be construed to mean the aforesaid amended plats consisting of 17 sheets.

IN WITNESS WHEREOF, Westchester Park Company has set its hand and seal on the day and year first above written,

WESTCHESTER PARK COMPANY

By: _____
Attorney in Fact

Witness:

STATE OF MD COUNTY OF MONT, SS

I hereby certify that before me, a Notary Public in and for the State and County aforesaid, personally appeared FRANCIS E. DIMOND, the General Partner of Westchester Park Company, who made oath in due form of law that the matters and facts contained in the foregoing Amendment are true and bona fide.

Notary Public

My Commission Expires:

7/1/78

STATE OF MARYLAND, COUNTY OF MONTGOMERY, SS:

On this 17th day of September 1974, before me, the undersigned officer, personally appeared Francis E. Dimond, who acknowledged himself to be the Attorney-in-Fact of WESTCHESTER PARK COMPANY, a Maryland Limited Partnership, and that he, as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by himself as Attorney-in-Fact.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

William T. Wheeler, Notary Public

My commission expires 7.1.78