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QUEEN ANNE'S COUNTY

**AMENDMENT TO HOMEOWNERS DISCLOSURE  
STATEMENT FOR**

**Symphony Village at Centreville  
Homeowners Association, Inc.**

Deposit with the Circuit Court for Queen Anne's County Homeowners Association Depository.

Attachments:

- a. **AMENDED AND RESTATED BYLAWS** of Symphony Village at Centreville Homeowners Association, Inc., dated and approved October 28, 2011.

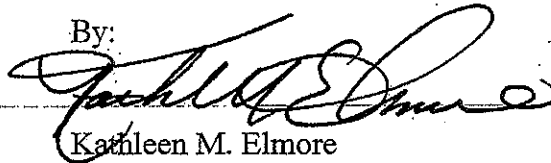
**CERTIFICATION**

I HEREBY certify that I am duly authorized by the Board of Directors of the Symphony Village at Centreville Homeowners Association, Inc., to deposit material on behalf of such Association with the Land Records of Queen Anne's County, Maryland, in accordance with the requirements of Title 11B, Real Property Article, *Annotated Code of Maryland*.

Date:

11-14-11

By:



Kathleen M. Elmore

Return original to :

*Kathleen M. Elmore, Esquire*  
*Elmore, Throop & Young, P.C.*  
*5 Riggs Avenue*  
*Severna Park, Maryland 21146*

RECORDING FEE 25.00  
TOTAL 25.00  
Rec'd 0401 Rec'd # 72513  
SM RCB Rk # 1993  
Nov 17, 2011 09:31 am

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**AMENDED AND RESTATED BYLAWS  
OF  
SYMPHONY VILLAGE AT CENTREVILLE  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
Name, Principal Office and Purpose**

**Article 1.1. Name.** The name of the corporation is Symphony Village at Centreville Homeowners Association, Inc., hereinafter referred to as the "Association".

**Article 1.2. Principal Office.** The principal office of the Association shall be located at Ocean City, Maryland, or at such other place as may be stated in the State Department of Assessments and Taxation records, but the meetings of Members and Directors may be held at such place within Queen Anne's County Maryland, as may be designated by the Board of Directors.

**Article 1.3. Purpose.** The Association shall be a non-stock non-profit corporation organized and existing under the laws of the State of Maryland, charged with the duties and vested with the powers prescribed by law and set forth in the Association's Documents.

**ARTICLE II  
Definitions**

**Article 2.1. "Association"** shall mean and refer to Symphony Village at Centreville Homeowners Association, Inc., a Maryland corporation, its successors and assigns..

**Article 2.2. "Association Property"** shall mean all real property owned by the Association for the common use and enjoyment of the owners.

**Article 2.3. "Capitalized Terms"** used in these Bylaws shall have the same meaning as defined in the Declaration of Covenants, Conditions and Restrictions for Symphony Village at Centreville Homeowners Association, Inc., dated October 20, 2003 and recorded among the Land Records of Queen Anne's County in Book 1166, pages 502 *et seq.* and as amended from time to time thereafter.

**Article 2.4. "Declaration"** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Symphony Village at Centreville Homeowners Association, Inc., dated October 20, 2003 and recorded among the Land Records of Queen Anne's County in Book 1166, pages 502 *et seq.* and as amended from time to time thereafter.

### ARTICLE III Meeting of Members

**Article 3.1. Annual Meetings.** The Annual Meeting of the Members shall be held in the same month of each year as fixed by the Board of Directors.

**Article 3.2. 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 not less than one-fourth (1/4) of all of the votes of the Membership.

**Article 3.3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by or at the direction of the Secretary of the Association or person authorized to call the meeting, by sending a copy of such notice, postage prepaid, or electronic mail, at least fifteen (15) 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 shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Article 3.4. Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting of which proper notice was not given is raised before the business is put to a vote.

**Article 3.5. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the total 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 a sufficient number of Members to constitute a quorum or to approve or authorize the actions set forth in the notice are not in attendance, the procedure authorized by Article 5-206 of the Maryland Corporations and Associations Code Annotated may be invoked. The Members present at such meeting, in person or by proxy, may by a majority vote call a further meeting of the Members for the same purpose. Fifteen days notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Association. At such further meeting the Members present, in person or by proxy, shall constitute a quorum and by majority vote of those present, in person or by proxy, may approve or authorize the proposed action or take any other action which might have been taken at the original meeting if a sufficient number of Members had been present.

**Article 3.6. Roster of Membership.** The Board shall maintain a current roster of the names and addresses, including email addresses, of each Member to which written notice of meetings of the Members of the Association shall be sent. Delivery shall be by United States Postal Service, or electronically, at the discretion of the Board, and pursuant to State law. Each Member shall furnish the Board with his name and current United States Postal Service mailing address and his email address, and must keep such information current in the business records of the Association.

**Article 3.7. Voting.** At every meeting of the Members, Class A Members shall have the right to cast one (1) vote for each Lot owned on each question. The vote of the Members representing fifty-one percent (51%) of the total of the eligible votes of the Membership present at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of a law, the Articles, the Declaration, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. Where the ownership of a Lot is in two or more persons, said vote may be cast by any one of said Members. However, in the event of a dispute as to who can vote with respect to that Lot on any particular question, then such vote shall not be counted for purposes of deciding that question. Excluding the Declarant, in the event any Lot is owned by a corporation, then the vote for any such Lot 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 any Assistant Secretary of such corporation and filed with the Secretary of the Association. Any such certificate shall remain valid until revoked or superseded in writing. 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 person presiding at such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

**Article 3.8. Suspension of Voting Privileges.** No Member shall be eligible to vote, either in person or by proxy, or to be elected to or serve on the Board, 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 Association.

**Article 3.9. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be dated and in writing, in a form approved by Board of Directors, and filed with the Secretary prior to the commencement of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, by a written notice of revocation received by the Secretary from the Member, by the death of the Member, or by the passage of one hundred eighty (180) days after the date of making as stated thereon, whichever occurs first.

**Article 3.10. Votes by Mail or Electronic Transmission.** Action may be taken by the Members upon a stated proposal or for the election of directors without a meeting upon a vote of the Members by mail, or by electronic transmission as permitted by law, in accordance with such

reasonable procedures therefor as the Board shall prescribe and under its supervision.

#### ARTICLE IV Board of Directors, Selection, Term of Office

**Article 4.1. Number and Qualification.** Except as provided below with regard to the Class B Members, the affairs of the Association shall be managed by a Board of five (5) directors, all of whom shall be Members of the Association. Directors shall be not less than 21 years of age at the time of appointment or election to the Board of Directors. Not more than one person per Lot shall serve as a Director simultaneously. No person who has been convicted of a felony shall be eligible to serve as a Director. Excluding the Declarant, no one who is engaged in active litigation wherein the Association is the opposing party, shall be eligible to serve as a Director. Directors elected by the Class B Member need not themselves be Members of the Association.

**Article 4.2. Term of Office.** At each annual meeting of the Members, an election shall be held to elect directors. Each director shall be elected for a term of three (3) years. It is expected that terms will be staggered, such that over a three year period, 2 terms will expire each of two years, and 3 terms will expire the third year.

**Article 4.3. Removal.** At any regular, or special meeting of the Members called for such purpose, any director may be removed from the Board, with or without cause, by a majority of the total votes of the Members of the Association. Said director shall be given a reasonable opportunity to address the Members at such meeting. In the event of death, resignation or removal of a director by vote or by operation of law, his successor shall promptly be selected by the remaining members of the Board, whether said remaining members constitute a quorum or not, and shall serve for the unexpired term of his predecessor. A director who has three consecutive un-excused absences from the Board may be removed by majority vote of the remaining directors and his or her successor appointed to serve for the unexpired term. A director who is more than 30 days delinquent in the payment of any assessment shall not be eligible to continue as a director until such delinquency is cured. If the Board has advised said delinquent director of its intent to appoint his successor, and said successor has been appointed and qualified, the term of delinquent director is terminated and cannot be revived.

**Article 4.4. Compensation.** No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of Association duties.

**Article 4.5. Action Taken Without a Meeting.** Meetings of the directors shall be held in open session and after reasonable notice of the time, place and date is provided to the Membership. It is anticipated that those Members wishing to attend any board meeting shall notify the President or Secretary of the Board, or the managing agent, in advance of the meeting in order to assure sufficient space is available to accommodate any Member wishing to attend. In

the event of exigent circumstances, or as determined appropriate and in compliance with State law by a majority vote of the Board, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. Any such action taken shall be included in the minutes of the next regular meeting along with the written approvals for the meeting by a majority of the directors.

## ARTICLE V Nomination and Election of Directors

**Article 5.1. Nomination.** Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or by any other reasonable method. Any Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. Any Nominating Committee shall be appointed by the Board of Directors. 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.

**Article 5.2. Election.** Election to the Board of Directors shall be by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, one vote for each Lot owned. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. At the discretion of the Board of Directors, the results of the vote shall remain in the custody of the Association Manager and shall not be made public at the meeting. In the event a Member wishes to view the results, the Association Manager shall provide access to the business records in a private setting and pursuant to the Act.

## ARTICLE VI Meeting of Directors

**Article 6.1. Regular Meetings.** Regular meetings of the Board of Directors shall be held ~~not less than once every three months, or at the discretion of the Board of Directors, at such place and hour as may be fixed from time to time by Resolution of the Board.~~ Reasonable notice shall be provided to Members. It is deemed reasonable notice to post meeting notices for Board meetings on the website maintained by the Association.

**Article 6.2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) Directors, after not less than three (3) days notice to each Director. If exigent circumstances exist, advance notice is not required.

**Article 6.3. Waiver of Notice.** Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any director may, in writing, waive notice of any meeting of the Board, either before or after such meeting. Attendance at a meeting by a

directors shall be deemed a waiver by such director of notice of the time, date, and place thereof, unless such director specifically objects to lack of proper notice at the time the meeting is called to order.

**Article 6.4. Quorum.** A majority of the total 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.

## ARTICLE VII Powers and Duties of the Board of Directors

**Article 7.1. Powers.** The Board of Directors shall have all the powers and duties of a Board of Directors of a Maryland corporation, and all 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, the Declaration, Articles, or by these Bylaws directed to be done by the Members. In addition to or in furtherance of the powers provided in the Declaration, the Board of Directors shall have power to:

(a) Adopt and publish Rules and Regulations governing the use of any Common Area and facility, and the personal conduct of the Members, tenants, and guests thereon, and to establish penalties for the infraction thereof; and

(b) Suspend any Membership right for cause; and

(c) Suspend the voting rights and right to use of any recreational facility, or of the common area parking, of a Member, his family, tenants or guests, during any period in which such Member shall be in default in the payment of any assessment or other charge levied by the Association for 30 days or more. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published Rules and Regulations, except that violation of rules that may result in a threat to the health, safety or welfare of persons or property shall result in immediate suspension; and

(d) 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; and

(e) To regulate, control and designate parking upon the common areas; and

(f) 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

(g) To elect and remove at the pleasure of the Board, all officers of the Association, and require of them such security or fidelity bond as may be necessary or deemed appropriate by the Board. Such bond to be at the expense of the Association; and

(h) To authorize, in their sole and exclusive discretion, patronage refunds from residual receipts when surplus is reflected in annual receipts; and

(i) Employ a manager and/or management company, an attorney, an auditor, other independent contractors, and such other employees as they deem necessary or appropriate, and to prescribe their duties. Any agreement entered into by the Association for management 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 such management agreement may be renewable by mutual agreement of the parties for successive one-year periods; and

(j) To impose a late charge not to exceed the greater of \$15.00 or one-tenth of the total amount of any delinquent assessment or installment, or the maximum permitted by law, whichever is greater, for any assessment or charge not paid within fifteen days of the due date.

**Article 7.2. 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 Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the 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 proposed annual budget to the owners of each Lot subject thereto at least thirty (30) days in advance of an open meeting wherein the budget shall be discussed by Members and voted upon by the Board; and

(3) Send written notice of each budget assessment to the owner(s) of each Lot subject thereto at least thirty (30) days in advance of each annual assessment period; and

(4) Place a lien upon any Lot and foreclose at its discretion the lien



against any Lot for which assessments are not paid within thirty (30) days after the due date and/or bring an action at law against the owner(s) 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 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, adequate officers and directors indemnity insurance, and fiduciary insurance or bonds. Said liability and fiduciary insurance or bonds to be, at a minimum, in amounts that will provide immunity from liability to directors, officers and the Association and in amounts as required pursuant to Maryland law and in any event not less than 3 months' worth of gross annual Association fees plus the total amount held in all investment accounts at the time the fidelity insurance is issued; (a copy of the fidelity insurance policy or bond shall be included in the books and records kept and made available by or on behalf of the Association);

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by Maryland law and as it may deem appropriate;

(g) Cause the Association Property to be maintained;

(h) Establish, levy, assess and collect all assessments and other charges referred to or authorized in the Declaration.

(i) Cause to be deposited in the Homeowners Association Depository at the Circuit Court for Queen Anne's County, a copy of all records as required by Article 11B-112 of the Maryland Homeowners Association Act as amended from time to time.

## ARTICLE VIII

### Officers and Their Duties

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**Article 8.1. Enumeration of Officers.** The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**Article 8.2. Election of Officers.** The election of officers shall be by the directors and take place at the first meeting of the Board of Directors following the annual meeting of the Members.

**Article 8.3. 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 or her successor is elected and has

qualified, unless he or she shall sooner resign, or shall be removed by majority vote of the directors, or otherwise disqualified to serve.

**Article 8.4. 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.

**Article 8.5. Resignation and Removal.** Any officer may 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.

**Article 8.6. 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 replaced.

**Article 8.7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Article 4 of this Article.

**Article 8.8. Duties.** The duties of the Officers are as follows:

**(1) President:** The President shall be the chief executive officer of the Association and shall have all of the general powers and duties which are usually vested in the office of president of a Maryland corporation. The President shall preside at all meetings of the Board of Directors and the Association; shall see that orders and resolutions of the Board are carried out; shall supervise committees formed from among the residents as deemed appropriate from time to time; and shall sign all leases, mortgages and deeds and shall co-sign all promissory notes and certificate of deposits.

**(2) Vice-President:** 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 the President and/or the Board.

**(3) Secretary:** The Secretary shall record the votes and cause to be kept the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; cause to be sent notice of meetings of the Board and of the Members; cause to be kept appropriate current records showing the Members of the Association together with their mailing and electronic addresses, and shall perform such other duties as required by the Board.

**(4) Treasurer:** The Treasurer shall oversee the receipt and deposit in

appropriate bank accounts of all monies of the Association and shall cause disbursement of such funds as directed by resolution of the Board of Directors; may sign checks and promissory notes of the Association; cause to be kept proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall cause to be prepared an annual budget and a statement of income and expenditures to be presented to the Membership, and see that a copy is available for review by each of the Members.

## ARTICLE IX Indemnification of Officers and Directors

The Association shall provide any indemnification required or permitted by the laws of Maryland and shall indemnify directors, officers, agents and employees as follows:

(a) The Association shall indemnify any Director or Officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was such director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

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(b) To the extent that a Director or Officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) or (b) of this Article IX, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph (c) of this Article IX.

(c) Any indemnification under paragraph (a) of this Article IX (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph (a) of this Article

IX. Such determination shall be made (i) by the Board of Directors of the Association by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested Directors so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article IX.

(e) Committee members, agents and employees of the Association who are not Directors or Officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Association.

(f) Any indemnification pursuant to this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE X Committees

**Article 10.1. Committees Generally.** The Association shall have those committees set forth in the Declaration and such other committees as the Board of Directors may establish or deem required or advisable in order to administer the Declaration and the affairs of the Association.

**Article 10.2. Covenants Committee.** The Board of Directors may establish a Covenants Committee, consisting of at least three persons appointed by the Board, each to serve for a term of from one to three years as may be determined by the Board of Directors. If the Board of Directors fails or elects not to appoint a Covenants Committee, then the Board of Directors shall perform the duties of the Covenants Committee.

(a) **Powers of Covenants Committee.** The Covenants Committee shall have all of the power and authority set forth in the Declaration.

(b) **Voting.** A Majority Vote of the Covenants Committee shall be required in order to take any action except as otherwise provided in the Declaration. The Covenants Committee shall keep written records of all of its actions. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party, and the Board may modify or reverse any such

action, ruling or decision. The Covenants Committee and the Board of Directors shall have no power to override the recorded covenants except as may be provided therein.

**(c) Conduct of Business of Declarant and Builders.** The Covenants Committee shall not exercise its powers and authority to interfere with the conduct of the development of the Property by the Declarant or Builders.

**(d) Other Authority.** The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in accordance with the Declaration and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of the Board of Directors.

**(e) Time for Response; Variances.** The Covenants committee shall act on all matters properly before it within forty-five (45) days (or such other number of days as provided in the Declaration); failure to do so within the stipulated time shall constitute an automatic referral to the Board of Directors. When a request is referred or transferred to the Board of Directors, the Board shall be obligated to answer any completed written request by an Owner for approval of a proposed structural addition, alteration or improvement within forty-five (45) days (or such other number of days as provided in the Declaration) after the first Board of Directors meeting held following the referral or transfer to the Board, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement; provided, however, that the Board of Directors has no right or power, either by action or failure to act to waive enforcement or grant variances from the restrictive covenants. Nor shall the Board of Directors have any right or power to act to waive enforcement or grant variances from the written Design Standards without a specific finding that enforcement of such Design Standards would impose an unfair burden on such Owner and stating the variance and the reason therefor in a written instrument which shall be part of the records of the Association.

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## ARTICLE XI Books and Records

**Article 11.1. Available for Inspection and Copying.** All books and records kept by or on behalf of the Association shall be made available for examination or copying, or both, by a Lot owner, a Lot owner's mortgagee, or their respective duly authorized agents or attorneys, during normal business hours, and after reasonable notice.

**Article 11.2. Time to Make Available.** Unless impractical or impossible, books and records required to be made available under Article 11.1 of this Article shall first be made

available to a Lot owner no later than 15 business days after the written request to examine or copy the books and records is received by the President or Secretary of the Board of Directors.

**Article 11.3. Financial Statements and Minutes.** If a Lot owner requests in writing a copy of financial statements of the Association or the minutes of a meeting of the Board of Directors to be delivered, the Board of Directors shall compile and send the requested information by mail, electronic transmission, or personal delivery within 21 days after receipt of the written request, if the financial statements or minutes were prepared within the 3 years immediately preceding receipt of the request; or within 45 days after receipt of the written request, if the financial statements or minutes were prepared more than 3 years before receipt of the request.

**Article 11.4. Records to be Withheld from Inspection.** Books and records kept by or on behalf of the Association may be withheld from public inspection, except for inspection by the person who is the subject of the record or the person's designee or guardian unless said person is involved in on-going, or threatened litigation with the Association; to the extent that they concern:

(a) Personnel records, not including information on individual salaries, wages, bonuses, and other compensation paid to employees;

(b) An individual's medical records;

(c) An individual's financial records, including assets, income, liabilities, net worth, bank balances, financial history or activities, and creditworthiness;

(d) Records relating to business transactions that are currently in negotiation;

(e) The written advice of legal counsel; or

(f) Minutes of a closed meeting of the Board of Directors of the Association, unless a majority of a quorum of the Board of Directors that held the meeting approves unsealing the minutes or a recording of the minutes for public inspection.

**Article 11.5. Charge for review and copying.** Except for a reasonable charge imposed on a person desiring to review or copy the books and records or who requests delivery of information, the Association may not impose any charges under this Article. Any such charge imposed under this Article for copying books and records may not exceed the limits authorized under Title 7, Subtitle 2 of the Maryland Courts Article.

## ARTICLE XII Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the

Association annual and special assessments, late charges, fines, interest and other charges, which are secured by a continuing lien upon the Lot against which the assessment is made, and which are the personal obligation of the Member.

### **ARTICLE XIII** **Corporate Seal**

The Association may have a seal in circular form having within its circumference the words SYMPHONY VILLAGE AT CENTREVILLE HOMEOWNERS ASSOCIATION, INC., or in lieu thereof the word SEAL in parenthesis as follows: (SEAL), may be placed adjacent to the signature of an authorized officer of the Association.

### **ARTICLE XIV** **Amendments**

**Article 14.1. Vote.** 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. The Federal Housing Authority or the Department of Veterans Affairs shall have the right to veto amendments while there is Class B Membership.

**Article 14.2. Conflict.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### **ARTICLE XV** **Remedies and Enforcement of Covenants**

**Article 15.1. Board of Directors Power to Enforce.** To assist the Association in providing for congenial occupancy and the protection of the value of the Property, the Board of Directors and the Declarant shall have the right and authority to exercise reasonable controls over ~~the use of the Common Areas and Property located within the community as more fully provided~~ in the Declaration. Violations of the Declaration and the Rules and Regulations duly adopted and promulgated thereon shall not be permitted, and the Board of Directors is authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator as more fully provided herein below.

**Article 15.2. Entitlement to Attorney's Fees.** In any proceeding by the Association or by an Owner to enforce any restriction, condition, covenant, reservation, easement, lien or charge now or hereafter duly imposed, and provided that the plaintiff Association or plaintiff Owner prevails, such party shall be entitled to an award of its reasonable attorney's fees and litigation costs and expenses incurred in prosecuting the proceeding.

**Article 15.3. Fines.** After providing such due process as may be required, the Board of

Directors shall have the power to impose a fine upon an Owner of not more than Fifty Dollars (\$50.00) for each violation, or Ten Dollars (\$10.00) per day for each violation of a continuing nature, or repeated violation within a twelve month period (or such greater amounts as provided in the Declaration or by applicable law), of any of the provisions of the Declaration, these Bylaws, or Rules and Regulations of the Association. As determined by the Board of Directors, interest on the unpaid amount of any fine shall accrue at a rate not to exceed the greater of the maximum legal rate permitted from time to time in the State of Maryland or as otherwise provided in the Declaration. Legal action to collect the amount of any fine imposed pursuant to the terms of these Bylaws, shall subject the person obligated to pay such fine to the obligation of paying to the Association its reasonable attorney's fees and any costs of collection in connection therewith, including but not limited to court costs and costs of collection. Such fines shall be in addition to other remedies available to the Board of Directors.

**Article 15.4. Other Remedies.** In addition to all those remedies available under common law and the Declaration, the failure of any Member to comply with the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations will give rise to a cause of action in the Association, and any aggrieved Member and his or her mortgagee for the recovery of damages, or for injunctive or other equitable relief, or both.

## ARTICLE XVI Miscellaneous

**Article 16.1. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January, and shall end on the thirty-first day of December of every year.

**Article 16.2. Construction of Bylaws.** The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or any provision thereof. The use of masculine gender shall be deemed to include feminine and neuter genders and the use of singular shall be deemed to include the plural, and *vice versa* for all. Each provision of these Bylaws is severable from any other provision, and the ~~invalidity of one or more provisions shall not change the meaning of, or otherwise affect any~~ other provision. To the extent that any provision of the Bylaws is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

THE FOREGOING AMENDED AND RESTATED BYLAWS SHALL TAKE EFFECT IMMEDIATELY UPON ADOPTION AND FILING AMONG THE QUEEN ANNE'S COUNTY HOMEOWNERS ASSOCIATION DEPOSITORY.



ATTEST:

**SYMPHONY VILLAGE AT CENTREVILLE  
HOMEOWNERS ASSOCIATION, INC.**

*Adele Marshall*  
Acting Secretary

By: *[Signature]* (SEAL)  
President

**CERTIFICATE OF APPROVAL**

THE UNDERSIGNED HEREBY CERTIFY that as of the 28 day of October, 20 11, they were the persons specified by the Bylaws and/or the Board of Directors of Symphony Village at Centreville Homeowners Association, Inc. to count votes at the meeting of the Members of Symphony Village at Centreville Homeowners Association, Inc. duly noticed and held on that date. The undersigned hereby further certify that the foregoing Amended and Restated Bylaws of Symphony Village at Centreville Homeowners Association, Inc. was on that date approved by the affirmative vote of not less than a majority of a quorum of Members present in person or by proxy at that meeting.

AS WITNESS the signatures and seals of the undersigned.

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
(SEAL)

ATTEST:

*Adele Marshall*  
Acting Secretary

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10849.001

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, That the foregoing was truly taken and copied from the Homeowners Association Depository for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Queen Anne's County, this 17th  
day of November, 2011.



Scott MacGlashan

Scott MacGlashan, Clerk of the  
Circuit Court for Queen Anne's  
County