



## **A MESSAGE FROM THE BOARD**

May 11, 2022

To All Symphony Village Owners:

As you are aware the Board has been working on revisions to our three SV Governing Documents for a number of years. While this effort began with the creation of the Ad Hoc Document Review Committee – who did a great job – the Board over time has been continuing to refine the possible changes, get feedback from our attorney and suggestions from SV residents.

Why did we entertain this exhaustive effort? One reason is to remove the rights of the developer who finished their job in 2017, however, the key reasons for updates to these legal documents – first adopted in 2003 – is to properly reflect (a) changes in Maryland HOA Act over time, (b) how we have historically done business, (c) and how SV owners want to operate in the future.

One important example is how to fill Board of Director vacancies. Currently, our only choice is an appointment by the Board to fill the balance of the term. We cannot include the empty seat in the next election nor schedule a special election. All parties who have been involved in this document analysis agree that we need a more democratic process to fill a vacancy. A wonderful option proposed by several residents is to change the Board term to two (2) years rather than three (3) and to allow a special election if the remainder of the term is more than six (6) months. In that case a short appointment option would still be available.

Other examples include:

- Adding a process for resolving a tie vote in the Board election.
- Changing the minimum number of households voting to modify the Declaration to meet current MD HOA Act.
- Extending the time frame for residents not in good standing to avoid being disqualified from voting from 30 to 90 days.

Our attorney developed an executive summary that highlights the proposed changes. He also prepared a proxy ballot that will guide you through the voting process as each modification must be voted upon. **PLEASE REMEMBER WE NEED 237 HOUSEHOLDS TO APPROVE CHANGES.**

Mark your calendar for our special meeting on June 22, 2022 at 5:00 p.m. but **PLEASE FEEL FREE TO RETURN YOUR PROXY BALLOTS BEFORE THIS DATE.** Also remember we will have a celebration with food and drink on the HOA!

Thank you for your attention to this effort that we hope will not have to be repeated for another nineteen (19) years!

Sincerely,

Board of Directors  
Symphony Village HOA



100 Symphony Way – Centreville, MD 21617  
Phone: (410) 758-8500 Fax: (410) 758-8509  
[www.symphonymvillage.net](http://www.symphonymvillage.net)

**NOTICE OF SPECIAL MEETING – WEDNESDAY, JUNE 22, 2022**

May 11, 2022

Dear Symphony Village Homeowner(s):

A special hybrid meeting of the Association is scheduled for **Wednesday, June 22, 2022 at 5:00 p.m.** The special meeting will be held virtually on Zoom and in-person at the Symphony Village Clubhouse (100 Symphony Way, Centreville, Maryland). The purpose of this meeting is to vote on the proposed amendments to the Associations Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions and Bylaws (together “Governing Documents”). The proposed amendments are the result of a lengthy effort by the Board and Community to update and improve the governance of the Association. More details are provided in the enclosed Executive Summary and on the official community website at <https://symphonyvillage.net/gov-doc-review-final>.

Approval of the proposed document amendments require the affirmative vote of at least 60% of all households in the Association. There is only one vote per household. The enclosed Proxy Ballot will allow you to either cast your vote or to authorize someone else to cast a vote on your behalf. The following options are available to return the Proxy Ballot:

- In person at the Clubhouse (front desk)
- Email to [gm@symphonyvillagehoa.com](mailto:gm@symphonyvillagehoa.com)
- Mail to 100 Symphony Way, Centreville, MD 21617
- Fax to 410-758-8509

All Proxy Ballots must be submitted prior to the beginning of the 5:00 p.m. meeting on Wednesday, June 22, 2022. If you do not submit a Proxy Ballot by this time, you may not be able to cast your vote. **Proxy Ballots are being accepted as of the date of this letter and early submission is encouraged.**

It is critical that you complete all portions of the three (3) page Proxy Ballot and return it to the Management Office by the start of the special meeting. Please contact the Management Office at 410-758-8500 or [gm@symphonyvillagehoa.com](mailto:gm@symphonyvillagehoa.com) with ANY questions regarding the Proxy Ballot or enclosures herein.

**If you wish to attend in-person**, please join the Board in Concert Hall on Wednesday, June 22, 2022. All are encouraged to come early as homeowners attending the meeting must sign-in prior to 5:00 p.m. Please note that sign-in will begin at 4:15 p.m.

Socially distanced seating will be available for those who choose to attend in-person.

Out of consideration for Symphony Village residents, including those with a particularly sensitive immune systems, it is suggested that all non-vaccinated residents wear a mask.

**If you wish to attend virtually by Zoom**, please complete and return the enclosed Proxy Ballot no later than 5:00 p.m. on Wednesday, June 22, 2022.

To register for the meeting, please see the instructions on the bottom of this page and follow the prompts accordingly. All homeowners attending virtually must register using their full name and property address prior to the start of the meeting.

If you wish to vote at the special meeting, please request a Ballot from the Management Office no later than 8:00 a.m. on Monday, June 20, 2022, and one will be provided to you. Please note that the Ballot must be returned prior to the adjournment of the meeting.

Please be advised that the enclosed documents are printed on both sides of the paper. These documents are also posted on the community website at <https://symphonyvillage.net/gov-doc-review-final>.

If you have any questions or concerns relating to the proposed amendments to the Governing Documents, other enclosures, or meeting registration/attendance, please contact the Management Office at 410-758-8500 or via email at [gm@symphonyvillagehoa.com](mailto:gm@symphonyvillagehoa.com).

Sincerely,



Rebecca Wagner, CMCA, AMS  
General Manager

**Voting Package Enclosures:**

- 1) Notice of Special Meeting
- 2) Executive Summary of Proposed Amendments
- 3) Proxy Ballot
- 4) Proposed Amended Articles of Incorporation
- 5) Proposed Amended Declaration of Covenants, Conditions and Restrictions
- 6) Proposed Amended Bylaws

**ZOOM Registration Instructions**

By following the registration instructions below, you will be registered for both the Board of Directors meeting and the Annual Meeting of the Members.

**Virtual Registration Instructions** – see the community eblast for a clickable weblink and additional instructions.

Please enter [https://us02web.zoom.us/webinar/register/WN\\_0tWp7YNPToiIMYIdO88Lsg](https://us02web.zoom.us/webinar/register/WN_0tWp7YNPToiIMYIdO88Lsg) into your web browser and follow the prompts.

**Phone Registration Instructions** – see the community eblast for additional instructions.

To attend by phone, please dial 1 (301) 715 8592 and enter the Webinar ID: 864 4113 7848 # then press # to continue, then enter password 8500 #.

***NOTE:** If you will be attending by phone, please contact the Management Office and a phone registration form will be provided to you.*

# SYMPHONY VILLAGE AT CENTREVILLE HOMEOWNER'S ASSOCIATION, INC.

## DOCUMENT AMENDMENT EXECUTIVE SUMMARY

Dear Members,

Below you will find an executive summary of the Governing Document amendments that the Board of Directors is proposing. These amendments were prepared with the assistance of counsel and represent a comprehensive effort to update the Association's Governing Documents. For the amendment vote, the enclosed Proxy Ballot identifies each proposed amendment based on the numbered change listed in this summary. References in this Executive Summary are to the documents as amended. Please complete the three (3) page Proxy Ballot to vote for or against the amendments to each document, and vote to approve or disapprove each amendment.

### I. Articles of Incorporation

#### 1) Global Changes

- a. Deleted references to the Declarant and the Development Period, except in limited circumstances. The term "Declarant" refers to the original development company, which is no longer involved in the governance of the community.
- b. Deleted references to Class A and B members – with the expiration of the Development period, there is only one class of membership.
- c. Deleted outdated references to initial officers and documents.
- d. Updated terms and definitions, such as including use of "email."
- e. Corrected typos and formatting discrepancies, including updating the numbering of sections based on new deletions and insertions.

#### 2) Third Article

Updated the principal office and resident agent of the Association.

#### 3) Eighth Article

Specified the day on which the Annual Meeting is to be held.

#### 4) Ninth Article

Clarify that Directors' terms are to be two years.

#### 5) Ninth Article

Amended process for filling vacancies in the Board of Directors.

#### 6) Twelfth Article

Reduce votes required to amend articles from 75% to 60%, to match Declaration and Bylaws and adhere to the Maryland Homeowners Association Act (herein referred to as 'HOA Act').

**7) Fourteenth Article**

Clarified requirements for annual audit of the Association.

**8) Eighteenth Article**

Changed dissolution requirement to be consistent with Declaration.

**II. Declaration of Covenants**

**1) Global Changes**

a. Deleted references to the Declarant and the Development Period, except in limited circumstances. The term “Declarant” refers to the original development company, which is no longer involved in the governance of the community.

b. Deleted references to “Phases,” as the community is fully developed.

c. Deleted references to Class A and B members – with the expiration of the Development period, there is only one class of membership.

d. Updated terms and definitions, such as including use of “email.”

e. Defined the role of General Manager/Managing Agent, and transferred responsibilities (e.g. record keeping) from the Association to the General Manager.

f. Corrected typos and formatting discrepancies, including updating the numbering of sections based on new deletions and insertions.

**2) Explanatory Statement**

Updated to reflect current status of the Association and the community.

**3) Article 1.1 – Definitions**

Added requirement of membership to definition of “Officer.”

**4) Article 1.1 – Definitions**

Removed “putting green” from definition of required “Recreational Facilities.” No decision has been made to remove the putting green. Instead, it is under review by the Operations Committee for repair, renovation or removal. If repair and/or renovation is the outcome, amenities are not required to be stated in HOA governing documents.

**5) Article 5.5.iii – Limitations on Easements**

Added authority for Board, after providing due process, to suspend membership privileges for delinquency or violations as a limitation on Members’ rights of enjoyment.

**6) Article 6.2.iv – Special Assessments**

Allow Board to implement a Special Assessment by a majority vote rather than two-thirds vote.

**7) Article 6.2.iv – Special Assessments**

Clarified that special assessments may become a lien if unpaid.

**8) Article 6.2.v – Individual Assessments**

Amended to state that costs assessed against an owner are due 15 rather than 10 days after notice is issued.

**9) Article 6.5 – Collection of Assessments**

Removed provision for \$25 late charge, in conformance with the HOA Act.

**10) Article 7.1.i – General;**

**Article 7.1.iv – Entrance Features and Rights-of-Way**

Removed “bus shelters” from Association’s upkeep responsibilities.

**11) Article 7.1.ii – On Lots**

Removed the word “bi-annual” from covenant requiring the Association to mulch landscape beds, and the word “reasonably” from covenant requiring owners to keep Lots clear to facilitate mowing.

**12) Article 8.5.vi – Association Property**

Added express prohibition on planting, trimming, or removing trees in common areas without Board approval.

**13) Article 8.5.viii – Signs**

Added allowance for political campaign signs that satisfy the definitions and time periods set by the Town of Centreville municipal code.

**14) Article 8.5.x – Landscaping: Sight-lines;  
Article 8.5.xvii – Clothes Drying Equipment**

Change ban on outdoor clothes lines to permission for drying racks within specified guidelines, as required by Maryland law.

**15) Article 8.5.xii – Fences;  
Article 8.5.xx - Pools**

Banned hot tubs and deleted references to them.

**16) Article 8.5.xii – Fences**

Added language to clarify that invisible dog fences are permitted in rear yards.

**17) Article 8.5.xiii – Vehicles**

Deleted restriction on vehicles on public rights-of-way, as it is outside Association authority.

**18) Article 8.5.xiii – Vehicles**

Deleted size restriction on SUVs at lots without a garage.

**19) Article 8.5.xvi - Animals**

Clarified restrictions on specific dog breeds and Board's authority to govern pets within the community.

**20) Article 8.5.xvi - Animals**

Removed direct authority for the Board to have dog run constructed on the Common Area.

**21) Article 8.5.xviii – Newspaper Tubes**

Prohibit newspaper tubes.

**22) Article 8.6 – Rules and Regulations;  
Article 11.1.i – Additional Liability**

Added references to Due Process section of the Declaration.

**23) Article 8.7 – Leasing**

Added requirement that all leases in the community comply with the age requirement, and that lease agreements be provided to the Association prior to beginning any rental.

**24) Article 9.1.i – Purpose**

Deleted term limitation for Covenants Committee members.

**25) Article 9.1.ii (a) – Powers**

Removed authority for Covenants Committee to regulate design and use of the Common Area.

**26) Article 9.1.ii (e) – Powers**

Added requirement that Members be provided at least 30 days to review proposed Design Standards before a Board vote.

**27) Article 10.4 – Other Insurance**

Changed required amount of security bond to refer to HOA Act.

**28) Article 11.1.i – Additional Liability.**

Removed liability to Owners for costs incurred by an Owner's acts or omissions.

**29) Article 11.1.v – Legal Proceedings**

Allow attorney fees to be sought as part of enforcement actions.

**30) Article 11.1.vii – Charges and Suspension of Rights**

Increased maximum charge from \$50 to \$100, and for continuing violations from \$10/day to \$20/day.

**31) Article 12.1 – Notice to Board of Directors.**

Removed requirement for Owners to provide name and address of Mortgagee.

**32) Article 13.2 .vi – Amendment by the Association**

Moved amendment limitations required by the County from deleted section of Declaration to new section.

**33) Article 13.3.i – Approval of Mortgagees**

Changed requirement to approve extraordinary actions from majority of Members and mortgagees to 60%.

**III. Bylaws**

**1) Global Changes**

a. Deleted references to the Declarant and the Development Period, except in limited circumstances. The term “Declarant” refers to the original development company, which is no longer involved in the governance of the Condominium.

b. Deleted references to Class A and B members – with the expiration of the Development period, there is only one class of membership.

c. Updated terms and definitions, such as including use of “email.”

d. Delegated roles previously filled by the Board or Association generally to the management agent.

e. Corrected typos and formatting discrepancies, including updating the numbering of sections based on new deletions and insertions.

**2) Article 1.2 – Principal Office**

Updated the principal office of the Association.

**3) Article 3.1 – Annual Meetings**

Specified the day on which the Annual Meeting is to be held.

**4) Article 3.3 – Notice of Meetings**

Limited Notice of meetings of the Members to be sent no more than 90 days in advance.

**5) Article 3.7 - Voting**

Amended majority vote requirements to match Declaration.

**6) Article 3.8 – Suspension of Voting Privileges**

Extend required delinquency period to suspend voting privileges from 30 days to 90 days.



**7) Article 4.1 – Number and Qualification**

Amended minimum age for directors from 21 to 55 and set size of the Board to be between 3 and 5 directors to match Articles.

**8) Article 4.2 – Term of Office**

Reduced term of Directors from three years to two.

**9) Article 4.2 – Term of Office**

Defined process for filling vacancies in the Board.

**10) Article 4.3 – Removal**

Amended rules for removing and replacing Directors, clarified rules for delinquent Directors, and added restriction on Directors running again after resigning.

**11) Article 4.5 – Action Taken Without a Meeting**

Require actions taken by the Board outside of a meeting to be ratified at the next meeting of the Board.

**12) Article 5.1 – Nomination**

Remove requirement for Nominating Committee chair to be a Board member, change committee size from two to three members.

**13) Article 5.2 – Election**

Added procedure for resolving ties in an election of Directors.

**14) Article 7.1 (c) – Powers**

Extend required delinquency period to suspend membership privileges from 30 days to 90 days to match HOA Act add reference to Declaration's grant of authority for this power.

**15) Article 7.1 (d) – Powers**

**Article 7.1 (k) – Powers**

Moved paragraph (d) to paragraph (k) for continuity.

**16) Article 7.1 (g) – Powers**

Added power for Board to terminate a management agreement without cause on 90 days' notice.

**17) Article 7.1 (h) – Powers**

Removed power for Board to unilaterally authorize patronage refunds from annual receipt surplus.

**18) Article 7.1 (i) – Powers**

Added authority for Board to wield power of attorney for the members' interests in the Common Areas, so as to ensure consistent and efficient management of those elements in which all members share ownership.

**19) Article 7.1 (j) – Powers**

Added explicit authorization for Board to borrow money.

**20) Article 7.2 (c) (1) – Duties**

Reduced time between approval of annual assessment amount and the assessment period from 30 days to 15 days.

**21) Article 7.2 (c) (2) – Duties**

Reduced required notice of budget assessments prior to the next assessment period from 30 days to 15 days.

**22) Article 8.6 – Vacancies**

Defined process for filling vacancies in the Board.

**23) Article 8.8 (d) – Treasurer**

Added requirement that the accountant performing the annual audit of the Association be a CPA.

**24) Article 10.2 – Covenants Committee**

Changed Covenants Committee members from terms of 1-3 years to serving at the pleasure of the Board.

**25) Article 15.2 – Entitlement to Attorney's Fees**

Allow attorney fees to be sought as part of enforcement actions.

**26) Article 15.3 - Fines**

Increased maximum charge from \$50 to \$100, and for continuing violations from \$10/day to \$20/day.

PROXY BALLOT

The undersigned, being the owner(s) of the premises and property interests appurtenant to the address listed below in the SYMPHONY VILLAGE AT CENTREVILLE HOMEOWNERS ASSOCIATION, INC. ("the Association"), hereby constitute(s) and appoint(s) \_\_\_\_\_ or, if the preceding line is left blank, the acting Secretary of the governing body for the Association, for and in the name of the undersigned to vote at the hybrid Meeting of the Association to be held virtually on Zoom and in-person at the Symphony Village Clubhouse, 100 Symphony Way, Centreville, Maryland on **Wednesday, June 22, 2022 at 5:00 p.m.** and on such other day and at such other place or platform as this meeting may be held, by adjournment or otherwise, with all the powers the undersigned would possess if personally or virtually present.

The undersigned expressly reserve(s) the right, upon demand or by appearance at said meeting, to revoke the agency and proxy powers granted herein. This proxy shall automatically expire 180 days from the date signed and shall automatically cease upon conveyance by the Member of his or her Lot, by written revocation received by the Secretary from the Member, or by death of the Member. Unless otherwise directed by completion of the form below, the holder of this proxy shall be entitled to exercise it as he or she, in his or her sole discretion, shall so choose.

The holder of the above proxy is hereby directed to vote as indicated below with regard to the proposed amendments to the Association's Governing Documents:

[Below you will find two (2) categories of amendments for each Governing Document that the Board has grouped together in order to facilitate the voting process. The numbered amendments in each of the categories correspond with the respective numbers outlined in the attached executive summary. The executive summary serves as a reference guide to all of the amendments that the Board of Directors has proposed.]

**I. Proposed Amendments to the Articles of Incorporation.**

**Category A** – This group of amendments are being proposed to bring specific provisions of the Articles of Incorporation into compliance with existing law, to correct outdated or conflicting language within the Articles, or to facilitate effective governance of and participation in the Association. These amendments will have no noticeable impact on the operation of the Association and are generally necessary to ensure consistency with existing law and the other governing documents.

Proposed amendments: 1, 2, 3, 7, 8

\_\_\_\_\_ In Favor of these Amendments \_\_\_\_\_ Against these Amendments

**Category B** – These amendments have been proposed to address specific concerns within the Association and are intended to make governance of the Association more consistent and efficient.

Proposed amendments:

4 – Define Directorship term to be 2 years \_\_\_\_\_ In favor \_\_\_\_\_ Against  
5 – Process for filling Board vacancies in between terms \_\_\_\_\_ In favor \_\_\_\_\_ Against  
6 – Reduce votes required for amendment of Articles \_\_\_\_\_ In favor \_\_\_\_\_ Against

**II. Proposed Amendments to the Declaration of Covenants, Conditions and Restrictions**

**Category A** – This group of amendments are being proposed to bring specific provisions of the Declaration into compliance with existing law, to correct outdated or conflicting language within the Articles, or to facilitate effective governance of and participation in the Association. These amendments will have no noticeable impact on the operation of the Association and are generally necessary in order to ensure consistency with existing law and the other governing documents.

Proposed amendments: 1, 2, 4, 8, 9, 10, 11, 12, 14, 16, 17, 18, 20, 22, 25, 26, 27, 32

\_\_\_ In Favor of these Amendments \_\_\_ Against these Amendments

**Category B** – These amendments have been proposed to address specific concerns within the Association and are intended to improve the financial stability of the Association and quality of life of the members.

Proposed amendments:

- |   |              |             |
|---|--------------|-------------|
| 3 – Require officers to be members                              | ___ In favor | ___ Against |
| 5 – Allow suspension of privileges for delinquency or violation | ___ In favor | ___ Against |
| 6 – Change special assessment vote threshold                    | ___ In favor | ___ Against |
| 7 – Change rules for special assessment liens                   | ___ In favor | ___ Against |
| 13 – Rules for political signs                                  | ___ In favor | ___ Against |
| 15 – Ban hot tubs   | ___ In favor | ___ Against |
| 19 – Modify pet rules   | ___ In favor | ___ Against |
| 21 – Ban newspaper tubes  | ___ In favor | ___ Against |
| 23 – Leasing/rental requirements                                | ___ In favor | ___ Against |
| 24 – Change term of Covenants Committee                         | ___ In favor | ___ Against |
| 28 – Remove liability of owners for damage to other Owners      | ___ In favor | ___ Against |
| 29 – Allow attorney fees to be recovered in enforcement actions | ___ In favor | ___ Against |
| 30 – Increase maximum fines                                     | ___ In favor | ___ Against |
| 31 – Remove collection of Mortgagee name and address            | ___ In favor | ___ Against |
| 33 – Raise vote percentage required to approve special actions  | ___ In favor | ___ Against |

**III. Proposed Amendments to the Bylaws**

**Category A** – This group of amendments are being proposed to bring specific provisions of the Bylaws into compliance with existing law, to correct outdated or conflicting language within the Articles, or to facilitate effective governance of and participation in the Association. These amendments will have no noticeable impact on the operation of the Association and are generally necessary to ensure consistency with existing law and the other governing documents.

Proposed amendments: 1, 2, 3, 4, 5, 6, 9, 11, 12, 13, 14, 15, 16, 19, , 23

\_\_\_ In Favor of these Amendments \_\_\_ Against these Amendments

**Category B** – These amendments have been proposed to address specific concerns within the Association and are intended to improve the financial stability of the Association and quality of life of the members.

Proposed amendments:

- |   |                          |          |                          |         |
|---|--------------------------|----------|--------------------------|---------|
| 7 – Require Directors to be over 55                             | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 8 – Reduce Directorship term to 2 years                         | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 10 – Rules for replacing Directors                              | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 17 – Remove Board authority to authorize patronage refunds      | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 18 – Board’s Power of attorney for Common Areas                 | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 20 – Require new assessments to be fixed 15 days in advance     | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 21 – Require budget notice to be sent 15 days in advance        | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 22 – Process for filling Board vacancies in between terms       | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 24 – Change term of Covenants Committee                         | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 25 – Allow attorney fees to be recovered in enforcement actions | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |
| 26 – Increase maximum fines                                     | <input type="checkbox"/> | In favor | <input type="checkbox"/> | Against |

\_\_\_\_\_  
Print Owner(s) Name

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Owner(s) Signature

Dated: \_\_\_\_\_, 2022

Symphony Village Property Address:

\_\_\_\_\_, Centreville,  
Maryland 21617

Ballots must be submitted by the start of the Special Meeting on Wednesday, June 22, 2022 to:  
Symphony Village at Centreville HOA  
c/o Rebecca Wagner, General Manager  
100 Symphony Way  
Centreville, MD 21617  
[gm@symphonyvillagehoa.com](mailto:gm@symphonyvillagehoa.com)  
Fax: 410-758-8509

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Green Text	ADDED

1                   **AMENDED ARTICLES OF INCORPORATION**

2   **OF**

3                                   **SYMPHONY VILLAGE AT CENTREVILLE**

4   **HOMEOWNERS ASSOCIATION, INC.**

5

6           ~~FIRST: I the undersigned, JEFFERY V. CARUSO, whose post office address is 1662~~  
7 ~~Village Green, Crofton, Maryland, 21114, being at least twenty one (21) years of age, do hereby~~  
8 ~~designate myself as incorporator with the intention of forming a non-profit not stock corporation~~  
9 ~~under and by virtue of the laws of the State of Maryland.~~

10           ~~SECOND~~**FIRST:** The name of the corporation is **Symphony Village at Centreville**  
11 **Homeowners Association, Inc.**, hereafter referred to as the "Association."

12           ~~THIRD~~**SECOND:** The Association is incorporated as a non-stock corporation not for-  
13 profit under the provisions of the Annotated Code of Maryland, as amended.

14           ~~FOURTH~~**THIRD:** The principal office and post office address of the Association shall  
15 be located at ~~1662 Village Green, Crofton, Maryland, 21114~~**100 Symphony Way, Centreville,**  
16 **MD 21617.** The name and address of the resident agent of the Association is ~~Jeffery V. Caruso,~~  
17 ~~1662 Village Green, Crofton, MD 21114~~**Symphony Village at Centreville Homeowners**  
18 **Association, Inc., c/o General Manager, 100 Symphony Way, Centreville, MD 21617;**~~said~~  
19 ~~resident agent is a Maryland and actually resides therein.~~

Red-Text	DELETED
Green Text	ADDED

20 **FIFTH FOURTH:** The purposes for which this Association is formed do not contemplate  
21 pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed  
22 are to provide for maintenance, preservation and architectural control of the residence Lots and  
23 Common Areas within that certain tract of property identified and certain offsite areas described  
24 as Symphony Village at Centreville. These Lots and Common Areas are subject to a certain  
25 Declaration of Covenants, Conditions and Restrictions (the "Declaration") either recorded or to be  
26 recorded among the Land Records of Queen Anne's County, Maryland. The purposes for which  
27 this Association is formed also include the promotion of the health, safety and welfare of the  
28 residents within the above-described property, and any additions thereto as may hereafter be  
29 brought within the jurisdiction of this Association, and the following:

30 (a) To exercise all of the powers and privileges and to perform all of the duties and  
31 obligations of the Association as set forth in the Declaration and as the same may be amended  
32 from time to time as therein provided, said Declaration being incorporated herein as if set forth in  
33 full.

34 (b) To fix, levy, collect and enforce payment by any lawful means, all charges or  
35 assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith  
36 and all office and other expenses incidental to the conduct of the business of the Association,  
37 including all licenses, taxes or governmental charges levied or imposed against the property of the  
38 Association.

39 (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate,  
40 maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or  
41 personal property in connection with the affairs of the Association.

Red Text	DELETED
Green Text	ADDED

42 (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of the  
 43 Association's real or personal property as security for money borrowed or debts incurred; and

44 (e) To have and to exercise any and all powers, rights and privileges which a corporation,  
 45 organized under the corporation not-for-profit law of the State of Maryland, by law may now or  
 46 hereafter have or exercise.

47 ~~SIXTH~~ FIFTH: Members of the Association shall at all times be, and be limited to, ~~the~~  
 48 ~~Declarant and~~ the Persons who constitute Owners of the Lots. If more than one Person owns a Lot,  
 49 then all of the Persons who own such Lot shall collectively constitute one Owner and be one  
 50 Member of the Association. The foregoing is not intended to include persons or entities who hold  
 51 an interest merely as security for the performance of an obligation. Ownership of such Lot shall  
 52 be the sole qualification for membership. Every person or entity who is an Owner of any Lot is  
 53 entitled to membership and voting rights in the Association as set forth in these Articles, the By-  
 54 ~~Laws of~~ the Association and the Declaration. Membership is appurtenant to, and inseparable  
 55 from, ownership of a Lot.

56 ~~SEVENTH~~ SIXTH: The Association shall have ~~two~~ ~~one~~ ~~classes~~ of voting membership.  
 57 ~~The consisting of the following: i. Class A Members. The Class A~~ Members shall be the Owners  
 58 of Lots; ~~other than the Declarant,~~ and shall have one vote for ~~each~~ Lot for which a certificate of  
 59 occupancy or similar permit has been issued by the appropriate governmental agency.

60 ~~ii. Class B Members. The Class B Member shall be the Declarant and the Declarant shall~~  
 61 ~~have three votes for Lot owned by the Declarant. The Class B membership shall cease and be~~  
 62 ~~converted to Class A membership on the first to occur of (a) when the total votes outstanding~~



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<b>Green Text</b>	<b>ADDED</b>

63 ~~in the Class A membership equal the total votes outstanding in the Class B membership, or~~  
64 ~~(b) December 31, 2010.~~

65 ~~Notwithstanding the foregoing, in the event that the Class B membership shall terminate, but~~  
66 ~~subsequent to such termination the Declarant shall subject an Additional Phase to the~~  
67 ~~Property, the Class B membership shall be reinstated until the first to occur of (1) the total~~  
68 ~~votes outstanding in the Class A membership equal the total votes outstanding in the Class B~~  
69 ~~membership (including the additional Lots which are included in the Additional Phase) or (2)~~  
70 ~~December 31, 2010.~~

71 ~~iii. The number of Declarant vote shall be subject to the provisions of Article 3.3(iii).~~

72 ~~EIGHTH SEVENTH:~~ The term for which this Association is to exist is perpetual.

73 ~~NINTH EIGHTH:~~ The affairs of the Association are to be managed by a president, vice  
74 president, secretary and treasurer. The Officers of the Association shall be elected by the  
75 Directors. ~~The officers who are to serve until the first election of the Directors are as follows:~~

76 ~~President — Jeffrey Michael~~

77 ~~Vice President — Jeffrey C. Caruso~~

78 ~~Secretary — Robert H. Karen~~

79 ~~Treasurer — Janet Rock~~

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Green Text	ADDED

80 ~~The first annual meeting of the Association and the first election of the Board of Directors shall be~~  
81 ~~held on the first Wednesday in December, 2003, or by order of the Board of Directors at such earlier~~  
82 ~~date as they determine, and thereafter.~~ The annual meetings of the Members shall be held on the first  
83 Wednesday in December of each year, if not a legal holiday, or non-business day, and if a legal  
84 holiday, or non-business day, then on the next business day following. The Directors elected at ~~the~~  
85 ~~first annual meeting and at~~ each ~~subsequent~~ annual meeting of the Members at which an election is  
86 ~~scheduled~~ shall elect officers of the Association who will hold office ~~until the next meeting of the~~  
87 ~~Board of Directors, or~~ until their successors are elected and qualified.

88 ~~TENTH~~ NINTH: This Association shall be governed by a Board of Directors consisting  
89 of not less than three (3) and no more than five (5) persons. ~~and the names and addresses of the~~  
90 ~~persons who are to serve as Directors until the first annual meeting of the members are as follows:~~

91 ~~Jeffrey V. Caruso~~

92 ~~Jeffrey Michael~~

93 ~~Robert Karen~~

94 ~~Commencing with the first annual meeting and at each subsequent annual~~

95 ~~meeting of the Members of the Association,~~ The Directors of the Association will be  
96 elected by the Members as required at Annual Meetings, and they will hold office in each instance  
97 until ~~the next annual meeting of the Members or until~~ their successors are elected or appointed and  
98 qualified. ~~Directors elected by the Class B Member need not themselves be Owners nor Members~~

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99 ~~of the Association. Thereafter, the Directors of the Association shall be elected at the annual~~  
100 ~~meeting of the Association, which annual meeting will be held on the first Wednesday in December~~  
101 ~~of each year. Vacancies in the Board of Directors shall be filled by the remaining Directors at a~~  
102 ~~special meeting called for that purpose and a Director so elected shall serve until the next annual~~  
103 ~~meeting of the Association.~~ Each Director shall be elected for a term of two (2) years. A Vacancy  
104 in the Board of Directors shall be filled by special election at a Meeting of the Members in all  
105 cases where the vacancy occurs with more than six (6) months remaining in the term of the  
106 Director. If the vacancy occurs with less than six (6) months remaining in the term of that Director  
107 or if the Association fails to obtain a quorum for an election at a Meeting of the Members, the  
108 vacancy shall be filled at the discretion of the remaining Directors. A Director so elected or  
109 appointed shall serve the balance of the original term until their successor is elected and qualified.

110 **ELEVENTH TENTH:** The Board of Directors shall have all the powers and duties  
111 referred to in the Declaration and under the laws of the State of Maryland respecting corporations  
112 not for profit. The powers of the Board of Directors shall include, but shall not be limited to the  
113 following: (a) to elect the Officers of the Association; (b) to administer the affairs of the Association  
114 and the Common Area; (c) to engage the services of a manager or managing agent for the property  
115 and to fix the terms of such management agreement and the compensation and the authority of the  
116 manager or managing agent; (d) to promulgate such rules and regulations concerning the operation  
117 and use of the property or the Common Area as may be consistent with the Declaration and to  
118 amend the same from time to time; (e) to provide for the maintenance, repair and replacement of  
119 the Common Area, and (f) to estimate and adopt an annual operating budget and to provide for the  
120 assessment and collection from the Lot Owners of their respective shares of all estimated expenses.

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121 ~~TWELFTH~~ ELEVENTH: The ~~initial~~ By-Laws of this Association are those adopted by  
 122 the Board of Directors and entered in the Minute Book of the Association. Such By-Laws may be  
 123 altered, amended, added to or repealed by the Members of the Association in the manner provided  
 124 for in said ~~initial~~ By-Laws and in conformity with the provisions and requirements of the  
 125 Maryland Statutes regulating non-stock corporations not-for-profit, as amended from time to time,  
 126 which is currently set forth in the Annotated Code of Maryland, as amended from time to time.

127 ~~THIRTEENTH~~ TWELFTH: The Articles of Incorporation may be altered, amended,  
 128 changed, added to, or repealed, in the manner now or hereafter prescribed by statute or herein or by  
 129 the By-Laws of this Association as they exist from time to time, at any duly called meeting of the  
 130 Members of this Association provided that (a) the notice of the meeting is given in the manner  
 131 provided for in Article 3.3 of the ~~initial~~ By-Laws and it contains a full statement of the proposed  
 132 alteration, amendment, change, addition, or repeal, and (b) there is an affirmative vote of ~~sixty~~  
 133 ~~seventy-five~~ percent (60%) (75%) of all Members of the Association present in person or by proxy  
 134 in favor of said alteration, amendment, change, addition, or repeal, provided that: (i) ~~any~~  
 135 ~~amendment to this Articles of Incorporation, so long as there exists Class B Members, shall require~~  
 136 ~~the consent of one hundred (100%) percent of the Class B membership;~~ (ii) no amendment shall  
 137 increase financial obligations of an Owner in a discriminatory manner or further restrict  
 138 development on existing Lots; (iii) ~~no amendment to the Declaration shall diminish or impair the~~  
 139 ~~rights of the Declarant under the Declaration without the prior written consent of the Declarant;~~  
 140 (iiiv) no amendment shall modify or delete any provision of these ~~is~~ Articles of Incorporation  
 141 ~~Declaration~~ required by subdivision approval conditions applicable to the Property; (iiiiv) no



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142 amendment may be made to these Articles of Incorporation which are prohibited by the  
143 Declaration.

144 Except as specifically provided in the Declaration, no provision of these Articles of  
145 Incorporation or any amendment hereto shall be construed to grant to any Owner or to any other  
146 Person any priority over any rights of Mortgagees or change or alter the priority of any Institutional  
147 First Mortgage which shall then be a lien on any Lot.

148 ~~FOURTEENTH~~ THIRTEENTH: This Association shall never have or issue shares of  
149 stock, nor shall it have the authority to do so. The Association will never have or provide for non-  
150 voting membership.

151 ~~FIFTEENTH~~ FOURTEENTH: From time to time and at least once annually the Officers  
152 of the Association shall furnish periodic reports to the Members, which shall include ~~profit~~ income  
153 and ~~loss~~ expense statement and balance sheets prepared in accordance with ~~sound business and~~  
154 generally accepted accounting ~~practices~~ principles by an independent certified auditor.

155 ~~SIXTEENTH~~ FIFTEENTH: Capitalized terms used in these Articles of Incorporation  
156 not otherwise defined shall have the same meaning as defined in the Declaration.

157 ~~SEVENTEENTH~~ SIXTEENTH: The Association shall have all the powers set forth and  
158 described in the Maryland Statutes regulating non-stock corporations not-for-profit, as amended  
159 from time to time, which are currently set forth in the Annotated Code of Maryland, together with  
160 those powers conferred by the aforesaid Declaration, ~~this Charter~~ these amended Articles of  
161 Incorporation, and any and all lawful By-Laws of the Association.

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162           **EIGHTEENTH SEVENTEENTH:** Each Director and Officer of this Association shall  
163 be indemnified by the Association against all costs and expenses reasonably incurred or imposed  
164 upon him ~~or her~~ in connection with or arising out of any action, suit or proceedings in which he ~~or~~  
165 ~~she~~ may be involved or to which he ~~or she~~ may be made a party by reason of his ~~or her~~ having  
166 been a Director or Officer of this Association, such expense to include the cost of reasonable  
167 settlement (other than amounts paid to the Association itself) made with a view to curtailment of  
168 costs of litigation. The Association shall not, however, indemnify such Director or Officers with  
169 respect to matters as to which he ~~or she~~ shall be finally adjudged in any such action, suit or  
170 proceedings to be liable for negligence or misconduct in the performance of his ~~or her~~ duty as such  
171 Director or Officer, or in respect to any matter in which any settlement or compromise is effected  
172 if the total expense, including the cost of settlement, shall substantially exceed the expense which  
173 might reasonably be incurred by such Director or Officer in conducting such litigation to final  
174 conclusion, and in no event shall anything herein contained be construed as authorizing this  
175 Association to indemnify any such Director or Officer against any liability of the Association to  
176 which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence  
177 or reckless disregard of the duties involved in the conduct of his ~~or her~~ office. The foregoing right  
178 of indemnification shall be in addition to any other rights to which any such Director or Officer  
179 may be entitled as a matter of law or otherwise.

180           **NINETEENTH EIGHTEENTH:** Notwithstanding anything to the contrary contained  
181 herein, the Association may be dissolved with the assent given in writing and signed by not less  
182 than ~~two-thirds (2/3)~~ one hundred percent (100%) ~~of each class~~ of ~~the~~ Members. Upon dissolution  
183 of the Association, other than incident to a merger or consolidation, the assets of the Association

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184 shall be dedicated to an appropriate public agency to be used for purposes similar to those for  
185 which the Association was created. In the event that such dedication is refused acceptance, such  
186 assets shall be granted, conveyed and assigned to a non-profit corporation, association, trust or  
187 other organization.

188 ~~TWENTIETH: Notwithstanding anything to the contrary contained in these Articles of~~  
189 ~~Incorporation, if the real property described in the Declaration, or the development thereof, is~~  
190 ~~approved by the Federal Housing Administration or the United States Veterans Administration, so~~  
191 ~~long as there is a class B membership, the following actions will require the approval of the Federal~~  
192 ~~Housing Administration or the United States Veterans Administration, as applicable: annexation of~~  
193 ~~additional properties, mergers and/or consolidations of the Association, mortgaging of Association~~  
194 ~~property, dedication of Association property, dissolution of the Association, and/or amendment of~~  
195 ~~these Articles of Incorporation.~~

196 **[Verification and execution forms will be added after finalized amendments**  
197 **are approved by the membership]**

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1                                   **AMENDED AND RESTATED DECLARATION**

2  
3                                   **OF**

4  
5                                   **COVENANTS, CONDITIONS AND RESTRICTIONS**

6  
7                                   **FOR**

8  
9                                   **SYMPHONY VILLAGE AT CENTREVILLE**

10  
11                                   **AN AGE RESTRICTED (55 AND OVER) RESIDENTIAL COMMUNITY**

12  
13  
14                                   **THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,**  
15 **CONDITIONS AND RESTRICTIONS FOR SYMPHONY VILLAGE AT**  
16 **CENTREVILLE** (hereafter the “**Declaration**”), is made as and effective for all purposes of this  
17            day of            200322, by ~~WATERFORD/CENTREVILLE, LLC, a Maryland~~  
18 ~~limited liability company (the “Declarant”)~~ the Symphony Village at Centreville  
19 Homeowners Association, Inc. (the “**Association**”).  
20

21                                   ~~**EXPLANATORY STATEMENT**~~

22                                   **EXPLANATORY STATEMENT**

23                                   **A.** Waterford Centreville, LLC (“the Declarant”) was the owner of the real property  
24 located in the Town of Centreville, Queen Anne's County, Maryland described on  
25 **Exhibit 1**.

26                                   **B.** The Declarant intended to and did develop the real property described on **Exhibit 1** as an  
27 Active Adult (age 55 and over) community.

28                                   **C.** In furtherance of the development of the Property, the Declarant elected to subject the real  
29 property described on **Exhibit 2** (which constitutes a part of the real property described on  
30 **Exhibit 1**) to a Declaration of Covenants, Conditions and Restrictions, which was recorded at  
31 Liber 1166 Folio 502 in the land records of Queen Anne’s County, Maryland.

32                                   **D.** In order to implement the purposes and intents herein set forth, the Declarant incorporated  
33 under the laws of the State of Maryland, Symphony Village at Centreville Homeowners  
34 Association, Inc.(the “**Association**”), a Maryland non-stock, non-profit corporation.

35                                   **E.** The Association is the successor and assign of the Declarant in all matters related hereto.



DOCUMENT REVIEW KEY

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36 F. The Association has, in compliance with the Maryland Law and the terms of its own  
37 governing documents, determined to amend the Declaration, and all covenants, restrictions,  
38 reservations, easements, servitudes, liens and charges set forth in the Declaration and any  
39 prior amendments thereto shall henceforward be as more particularly hereinafter set forth.

40 **NOW, THEREFORE**, the Association hereby covenants and declares, on behalf of itself and its  
41 successors and assigns, that the real property designated and described on **Exhibit 2** attached hereto and  
42 made a part hereof shall, from the date the original Declaration was recorded in the Land Records, be  
43 held, used, owned, occupied, conveyed, acquired and encumbered subject to the terms and provisions of  
44 this Declaration, as amended, all of which terms and provisions shall run with the land and bind and inure  
45 to the benefit of all Persons who may now or hereafter own or acquire any right, title, estate or interest in  
46 or to any of the Property.

47  
48 ~~A. The Declarant is the owner of the real property located in the Town of Centreville,  
49 Queen Anne's County, Maryland described on Exhibit 1.~~

50  
51 ~~B. The Declarant intends to develop the real property described on Exhibit 1 as an  
52 Active Adult (age 55 and over) community.~~

53  
54 ~~C. In furtherance of the development of the Property, the Declarant has elected to subject  
55 the real property described on Exhibit 2 (which constitutes a part of the real property  
56 describes on Exhibit 1) to the covenants, restrictions, reservations, easements,  
57 servitudes, liens and charges which are more particularly hereinafter set forth.~~

58  
59 ~~D. The Declarant may hereafter decide to subject additional real property (either in  
60 whole or in part the provisions of this Declaration, all as the same may be amended  
61 from time to time.~~

62  
63 ~~E. The Declarant deems it desirable and in the best interests of all the Owners of the  
64 Lots to provide for a flexible and reasonable procedure for the overall development of  
65 the Property and the administration, maintenance, preservation, use and enjoyment of  
66 the Property.~~

67  
68 ~~F. In order to implement the purposes and intents herein set forth, the Declarant intends  
69 to incorporate under the laws of the State of Maryland, Symphony Village at  
70 Centreville Homeowners Association, Inc., a Maryland non-stock, non-profit  
71 corporation.~~

72  
73 ~~**NOW, THEREFORE**, the Declarant hereby covenants and declares, on behalf of itself  
74 and its successors and assigns, that the real property designated and described on Exhibit 2  
75 attached hereto and made a part hereof shall, from the date this Declaration is recorded in the  
76 Land Records, be held, used, owned, occupies, conveys, acquired and encumbered subject to the  
77 terms and provisions of this Declaration, all of which terms and provisions shall run with the~~

DOCUMENT REVIEW KEY

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78 ~~land and bind and inure to the benefit of all Persons who may now or hereafter own or acquire~~  
79 ~~any right, title, estate or interest in or to any of the Property.~~

80 **ARTICLE 1**  
81 **GENERAL PROVISIONS**

82 **Article 1.1 Definitions.** Capitalized terms used in this Declaration (including the Explanatory  
83 Statement) not otherwise defined when first used in the body of this Declaration shall have the meanings  
84 specified for such terms below.

85 **"Active Adult"** means a natural person who is fifty-five (55) years of age or  
86 older.

87 ~~**"Additional Phase"** means and refers to each separate individual piece of real property~~  
88 ~~and any part thereof, which the Declarant may submit to this Declaration and to the jurisdiction of the~~  
89 ~~Association pursuant to Article 2 hereof.~~

90 ~~**"Additional Phases"** means all Additional Phases collectively.~~

91 **"Articles of Incorporation"** means the articles of incorporation for the Association  
92 ~~which the Declarant shall~~ filed with the Maryland State Department of Assessments and Taxation  
93 ~~subsequent to the date hereof.~~

94 **"Association"** means Symphony Village at Centreville Homeowners Association, Inc.,  
95 a Maryland non-stock, non-profit corporation, ~~its successors and assigns.~~

96 **"Association Documents"** means collectively, this Declaration, the Articles of  
97 Incorporation and the Bylaws, as the same are amended from time to time. Any exhibit, schedule,  
98 certification or amendment to an Association Document and all rules, regulations, design standards and  
99 other documents adopted as a part of any of the foregoing are an integral part of that document.

100 **"Board of Directors"** or **"Board"** means the executive and administrative entity  
101 provided for by the Articles of Incorporation as the governing body of the Association and which shall  
102 function and exercise the authority granted to the Board in the Articles of Incorporation, this  
103 Declaration, and the other Association Documents.

104 **"Builder"** means both the Declarant and any Person who, in the regular course of  
105 business, purchases a Lot or Lots for the purpose of constructing a House or Houses for resale to the  
106 public.

107 **"Bylaws"** means the ~~B~~by-laws of the Association as adopted in accordance with the  
108 provisions of the Articles of Incorporation and the Maryland Homeowners Association Act, as the same  
109 may be amended from time to time.



## DOCUMENT REVIEW KEY

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110 ~~"Class A Member" means an Owner of a Lot other than the Declarant.~~

111 ~~"Class B Member" means the Declarant and its successors and assigns.~~

112 "Common Area" means, at any given time, all of the Property, other than Lots and  
 113 any part of the Property dedicated for public use and conveyed to the Town or any other  
 114 governmental entity. Common Area shall include any part of the Property conveyed to or owned by  
 115 the Association for the benefit, use and enjoyment of the Owners. Common Area shall also include,  
 116 for the purposes of determining Common Expenses and Upkeep, any real property burdened by an  
 117 easement or right of way now or hereafter created or other charge or agreement now or hereafter  
 118 created for, by way of illustration but not limitation, utilities, walking paths, landscaping, entrance  
 119 features, guard house, lighting, signage, storm water management ponds, storm water retention ponds  
 120 and other areas for the use and/or benefit (either exclusive or non-exclusive) of the Association and  
 121 which shall be maintained by the Association provided that the use of such Common Areas by the  
 122 Owners shall be limited to the easement or other document establishing such use. ~~Any provision in  
 123 this Declaration to the contrary notwithstanding, the Declarant shall not have any obligation to convey  
 124 to the Association in fee simple any part of the Common Area not located on the Property provided  
 125 that the Association shall succeed to all of the right, title and interest of the Declarant as to any part of  
 126 the Common Area which constitutes an easement or right of way or other right of use.~~ For the  
 127 purposes of maintenance, operation and Upkeep, any part of a Lot on which Common Areas is  
 128 located, including ~~ed~~ but not limited to sidewalks and landscaping located on Lots pursuant to Section  
 129 5.1(iii)(d), shall be treated as Common Area; for the purposes of ownership, such portion shall be part  
 130 of the Lot owned by the Owner thereof and shall be included in the calculation of voting rights and  
 131 assessments. Common Area shall include any additional Common Area ~~contained within any  
 132 Additional Phase~~ which is submitted to this Declaration pursuant to the provisions of Article 2 hereof.

133 "Common Expenses" means all expenditures made and incurred on behalf of the  
 134 Association pursuant to the Association Documents, together with all funds determined by the Board of  
 135 Directors to be necessary for the creation and maintenance of reserves pursuant to the provisions of the  
 136 Association Documents.

137 "Covenants Committee" means the committee that shall be established by the  
 138 Board of Directors pursuant to Article 9 hereof for the purposes and with the authority set forth  
 139 in this Declaration and the other Association Documents.

140 "Declarant" means Waterford Centreville, LLC, a Maryland limited liability company,  
 141 its ~~and~~ successors and assigns ~~;~~ ~~provided, however, that no successor or assignee of the Declarant shall  
 142 have any of the rights or obligations of the Declarant hereunder unless such rights and/or obligations are  
 143 specifically assigned by Declarant by document recorded in the Land Records or unless said rights and  
 144 obligations of the Declarant inure to the successor by operation of law. The right is reserved to the  
 145 Declarant to make partial assignments of its rights as the Declarant to one or more Builders or other  
 146 Persons.~~

DOCUMENT REVIEW KEY

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147 ~~"Declarant Control Period" means the period ending on the earlier of: (i) the sixth~~  
148 ~~anniversary of the date of recordation of this Declaration; or (ii) the date the number of votes of Class~~  
149 ~~A Members equals the number of votes of the Class B Member; or (iii) the date specified by the~~  
150 ~~Declarant in a written notice to the Association that the Declarant Control Period is to terminate on~~  
151 ~~that date. Notwithstanding the foregoing, in the event Declarant is delayed due to causes beyond its~~  
152 ~~reasonable control from completing development of the Property, the right is reserved to the Declarant~~  
153 ~~to extend the Declarant Control Period for up to an additional two (2) years by notice of a written~~  
154 ~~extension from the Declarant to the Association but in no event shall the Declarant Control Period~~  
155 ~~extend beyond the eighth anniversary date of the recordation of this Declaration. Any extension of the~~  
156 ~~Declarant Control period shall be recorded in the Land Records with a copy being provided to the~~  
157 ~~Association.~~

158 "Declaration" means this amended and restated instrument as the same may  
159 from time to time be amended or supplemented.

160 "Design Standards" means collectively (i) the architectural, landscaping and  
161 building standards developed for the Property established by the Covenants Committee and  
162 approved by the Board pursuant to Article 9 hereof and (ii) any architectural, landscaping and  
163 building standards developed for the Property and established by the Declarant or otherwise  
164 contained in the Association Documents.

165 ~~"Development Period" means the period of time that the Declarant or Builders~~  
166 ~~are engaged anywhere on the Property in development of the Property or construction and sale of~~  
167 ~~Houses or activities related thereto. When all the Lots and Common Area have been conveyed to~~  
168 ~~Owners other than the Declarant and the Declarant has received a release of any bonding or~~  
169 ~~surety provided by the Declarant in connection with the development of the Property and any~~  
170 ~~required offsite development, then the Development Period shall end. Notwithstanding the~~  
171 ~~foregoing, the right is reserved to the Declarant to end the Development Period at any earlier~~  
172 ~~date upon written notice to the Association designating the date on which the Development~~  
173 ~~Period shall end.~~

174 "General Manager/Managing Agent" means the employee or management  
175 company retained by the Association and authorized to act on behalf of the Association pursuant  
176 to the Association Documents, and the job description agreed to by said employee or  
177 professional management company and the Association.

178 "House" means a single family residential dwelling ~~(attached or detached)~~  
179 erected on a Lot. A House comes into existence for the purposes of assessments under Article 6  
180 of this Declaration on the date that a certificate of occupancy (whether temporary or permanent)  
181 is issued by the appropriate governmental agency for such House.

182 "Land Records" means the land records of Queen Anne's County, Maryland.



## DOCUMENT REVIEW KEY

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183 "Lot" means a portion of the Property ~~(including at any given time any~~  
 184 ~~Additional Phase which is submitted to this Declaration in accordance with Article 2 hereof)~~  
 185 designated as a separate residential building lot contained with a plat of subdivision,  
 186 resubdivision, consolidation or boundary line adjustment approved by all requisite authorities  
 187 and recorded in the Land Records (but not including the Common Area) upon which a House is  
 188 or may be erected. If at any point in time under the terms of this Declaration a House shall exist  
 189 on a Lot, the term Lot shall mean and include the Lot as improved by the House.

190 "Majority Vote" (i) with respect to the Members, means a simple majority (more  
 191 than fifty percent [50%]-~~percent~~) of the total number of votes entitled to be cast by Members  
 192 present in person or by proxy at a duly held meeting of the Members at which a quorum is  
 193 present; (ii) with respect to either the Board of Directors or Covenants Committee, means a  
 194 simple majority (more than fifty percent [50%]-~~percent~~) of the total number of votes entitled to  
 195 be cast by directors serving on the Board or Covenants Committee members present at a duly  
 196 held meeting of the Board of Directors or Covenants Committee at which a quorum is present.

197 "Maryland Homeowners Association Act" means such act as contained within  
 198 Title 11B of the Real Property Article of the Annotated Code of Maryland as the same may be  
 199 amended from time to time.

200 "Member" means any ~~Class A or Class B Member~~ Owner.

201 "Mortgage" means a first mortgage or first deed of trust encumbering a Lot held  
 202 and owned by a Mortgagee.

203  
 204 "Mortgagee" means an institutional lender (one or more commercial or savings  
 205 banks, savings and loan associations, trust companies, credit unions, industrial loan associations,  
 206 insurance companies, pension funds or business trusts, including but not limited to real estate  
 207 investment trusts, any other lender regularly engaged in financing the purchase, construction, or  
 208 improvement of real estate, or any assignee of loans made by such lender, or any combination of  
 209 any of the foregoing entities) holding a Mortgage which has notified the Board of Directors of its  
 210 status and requested all rights of a Mortgagee under the Association Documents. Only for the  
 211 purpose of the rights in Articles 12, 13, and 14 hereof, the term "Mortgagee" shall also include  
 212 the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Federal  
 213 Housing Administration, the Federal National Mortgage Association, the Farmer's Home  
 214 Administration, the Government National Mortgage Association and any other public or private  
 215 secondary mortgage market entity, if such entity is participating in purchasing, guaranteeing or  
 216 insuring Mortgages on a Lot or Lots and for which the Board of Directors has notice of such  
 217 participation.

218 "Officer" means any natural person holding office in the Association pursuant to  
 219 the Bylaws and the other Association Documents. ~~An Officer needs to be not been an Owner or a~~  
 220 ~~Member.~~ Every Officer must be a Member.

DOCUMENT REVIEW KEY

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221 "Owner" means one or more Persons who own a Lot in fee simple, but does not  
222 mean any Person having an interest in a Lot solely by virtue of a contract or as security for an  
223 obligation. An Owner's right to occupy a Lot is subject to the provisions of the Association  
224 Documents, including but not limited to those set forth in Article 8.1 of this Declaration.

225 "Permissible Occupant" means any natural persons occupying a Lot in  
226 accordance with the provisions of Article 8.1.

227 "Person" means any natural person or any limited liability company, limited  
228 liability partnership, limited partnership, corporation, partnership, association, trust or other legal  
229 entity or any combination thereof legally entitled to hold title to real estate.

230 ~~"Phase" means each any portion of the Property, now or hereafter subjected to~~  
231 ~~this Declaration.~~

232 "Property" means at any given time, all of the real property subject to this  
233 Declaration (including Lots and Common Area ~~and any Additional Phases~~) and includes all  
234 improvements and appurtenances thereto now or hereafter existing.

235 "Recreational Facilities" means those facilities for the common use and  
236 enjoyment of the Members constructed or existing on the Common Areas and any such facilities as  
237 are required by any governmental requirements relating to the Property. Recreational Facilities shall  
238 include, but not be limited to, two (2) tennis courts, a bocce court, indoor and outdoor swimming pool,  
239 walking trail, club house and furniture and equipment to be contained therein, ~~community flower~~  
240 ~~garden, putting green,~~ gazebo area, horseshoe pit and open spaces. ~~The Recreational Facilities may~~  
241 ~~include additional facilities as elected by the Declarant during the Declarant Control Period, including~~  
242 ~~Recreational Facilities constructed on a future Phase.~~

243 "Rules and Regulations" means the rules and regulations governing the use,  
244 occupancy, operation and physical appearance of the Property adopted from time to time by the Board of  
245 Directors pursuant to this Declaration and the other Association Documents.

246 "Town" means the Town of Centreville, a body politic.

247 "Upkeep" means care, inspection, maintenance, operation, repair, repainting,  
248 remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

249 **Article 1.2 Construction of Association Documents.**

250 i. **Captions.** The captions in this Declaration are inserted only as a matter of  
251 convenience and for reference, and in no way define, limit or describe the scope of this  
252 Declaration or any provision thereof.

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253 ii. **Pronouns.** The use of ~~masculine~~ **any** gender shall be deemed to include ~~the~~  
254 ~~feminine and neuter genders~~ **all others**, and the use of singular shall be deemed to include the  
255 plural, and *vice versa* for all, whenever the context so requires.

256 iii. **Severability.** Each provision of an Association Document is severable from  
257 every other provision, and the invalidity of any one or more provisions shall not change the meaning of  
258 or otherwise affect any other provision. To the extent that any provision of the Association Documents is  
259 found to be overly broad or unenforceable and a narrower or partially enforceable construction may be  
260 given to such provision, then the narrower or partially enforceable construction shall be applied and, to  
261 the extent practicable, the provision shall be enforced.

262 iv. **Interpretation.** If there is any conflict between any other Association  
263 Documents and this Declaration, this Declaration shall control, except as to matters of compliance with  
264 the Maryland Homeowners Association Act, in which case the Articles of Incorporation and Bylaws  
265 shall control. Particular provisions shall control general provisions, except that a construction consistent  
266 with the Maryland Homeowners Association Act shall in all cases control over any construction  
267 inconsistent therewith.

268  
269 **ARTICLE 2**  
270 **ADDITIONS TO THE PROPERTY**

271 **Article 2.1 Expansion by the Declarant.**

272 i. ~~—~~ **Additional Phases.** ~~The Declarant hereby reserves the right and option, until~~  
273 ~~the end of the Declarant Control Period, to expand from time to time, without the consent of any Owner~~  
274 ~~or Mortgagee, the Property which is subject to this Declaration by submitting one or more Additional~~  
275 ~~Phases (including separate annexations of the Common Areas applicable to such Additional Phases, the~~  
276 ~~Lots contained therein or both, provided that once any part of an Additional Phase is annexed, then the~~  
277 ~~balance of such Additional Phase must be annexed no later than the expiration of the Declarant Control~~  
278 ~~Period) to the provisions of this Declaration and the jurisdiction of the Association whether or not such~~  
279 ~~Additional Phase or Phases are owned by the Declarant. There are no limitations on the option of the~~  
280 ~~Declarant to expand the Property which is the subject of this Declaration except as set forth in this~~  
281 ~~Article 2, said option being absolute and unconditional. The Declarant's option set forth in this~~  
282 ~~paragraph 2.1(i) may be terminated only upon the recordation by the Declarant of an instrument~~  
283 ~~relinquishing such option or the expiration of the Declarant Control Period. The Declarant reserves the~~  
284 ~~unilateral right, without the approval of the Owners or Mortgagees, to execute and record additional~~  
285 ~~amendments to this Declaration, subjecting any Lot to such additional covenants and restrictions as~~  
286 ~~may be necessary to reflect the different characteristics of such Lot as are not inconsistent with the~~  
287 ~~overall scheme of the Declaration; provided, however, that the Declarant shall not have such right after~~  
288 ~~the conveyance of such Lot to an Owner other than the Declarant without the written consent of such~~  
289 ~~Owner and its Mortgagee.~~



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290 ~~ii. — Amendment of Additional Phases. Any additional real property to become~~  
291 ~~an Additional Phase must be located (a) within the Property originally described in Exhibit 1 or (b)~~  
292 ~~within three hundred (300) feet of any boundary line of the Property originally described in Exhibit~~  
293 ~~1.~~

294 Article 2.21 Procedure for Expansion. The ~~Declarant or if requested by the Declarant, the~~  
295 ~~Association, as appropriate,~~ may record one or more amendments to the Declaration or other  
296 appropriate instrument submitting ~~one or more of the Additional Phases thereof~~ property to this  
297 Declaration and to the jurisdiction of the Association. Each such instrument shall include a legally  
298 sufficient description of the real estate added to this Declaration. At the time of recordation of an  
299 instrument adding any real estate ~~Additional Phase,~~ appropriate plans shall be recorded, if necessary,  
300 showing the ~~Additional Phase~~ real estate being added and describing any real estate being conveyed to  
301 the Association as Common Area. Upon recordation of such an instrument ~~adding an Additional Phase,~~  
302 the provisions of the Declaration shall apply to the ~~Additional Phase~~ property submitted thereby as if it  
303 were originally part of the Property contained in this Declaration on the date of its first recording.  
304

305 Article 2.32 Withdrawable Real Estate by Declarant. Upon the dedication for public  
306 roadways or other public use purposes of any portion of the Property, or upon the conveyance to  
307 any public entity or authority for public roadways or other public use purposes of any portion of the  
308 Property, this Declaration shall no longer be applicable to the part of the Property so dedicated or  
309 conveyed. ~~The Declarant (during the Development Period) has the unilateral right without the~~  
310 ~~consent of the Owners or the Mortgagees to execute and record an amendment to the Declaration~~  
311 ~~withdrawing any portion of the Property, if such real estate is dedicated or is to be dedicated to a~~  
312 ~~public use or to a public authority.~~

313 **ARTICLE 3**  
314 **THE ASSOCIATION**

315 Article 3.1 Creation. The Association shall be a non-stock, non-profit corporation  
316 organized and existing under the laws of the State of Maryland, charged with the duties and  
317 vested with the powers prescribed by law and set forth in the Association Documents.

318 Article 3.2 Membership. Members of the Association shall at all times be, ~~and be limited to,~~  
319 ~~the Declarant and~~ the Persons who constitute Owners of the Lots. If more than one Person owns a Lot,  
320 then all of the Persons who own such Lot shall collectively constitute one Owner and be one Member of  
321 the Association. Each such Person (or if other than a natural person, their designated representative) is  
322 entitled to attend all meetings of the Association. Membership in the Association is mandatory and  
323 transfers automatically with ownership of a Lot and is not severable therefrom. Upon acquiring title to a  
324 Lot, each new Owner shall immediately give written notice to the ~~secretary~~ General Manager/Managing  
325 Agent of the Association stating the name and address of such new Owner and the number or address of  
326 the Lot. If the new Owner fails to give the ~~secretary~~ General Manager/Managing Agent such notice  
327 within thirty (30) days after acquiring title to such Lot, then reasonable record keeping costs incurred by  
328 the Association may be assessed against such Owner pursuant to Article 11.1 (i) hereof.



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329 ~~Notwithstanding the foregoing, the Declarant shall notify the Association of the name and address of~~  
330 ~~each Lot Owner taking title directly from the Declarant.~~

331 **Article 3.3 Classes of Members; Voting Rights.** ~~The Association shall have two classes~~  
332 ~~of Members: i. The Class A Members shall be the Owners of Lots, other than the Declarant,~~  
333 ~~and shall have one vote for each Lot for which a certificate of occupancy or similar permit has~~  
334 ~~been issued by the appropriate governmental agency.~~

335 ~~ii. The Class B Member shall be the Declarant and the Declarant shall have three votes for each~~  
336 ~~Lot owned by the Declarant. The Class B Membership shall cease and be converted to Class A~~  
337 ~~Membership on the first to occur of (i) when the total votes outstanding in the Class A Membership equal~~  
338 ~~the total votes outstanding in the Class B membership, or (ii) December 31, 2010. Notwithstanding the~~  
339 ~~foregoing, in the event that the Class B Membership shall terminate, but subsequent to such termination~~  
340 ~~the Declarant shall subject an Additional Phase to the Property and this Declaration, the Class B~~  
341 ~~Membership shall be reinstated until the first to occur of (a) the total votes outstanding in the Class A~~  
342 ~~Membership equal the total votes outstanding in the Class B Membership (including the additional Lots~~  
343 ~~which are included in the Additional Phase) or (b) December 31, 2010.~~

344 ~~iii. For the purposes of Class B Membership and determining the number of votes entitled to be~~  
345 ~~cast by the Class B Member (but not for the purposes of determining Assessments), any part of the~~  
346 ~~Property which has been annexed into the Association and made subject to the Association Documents~~  
347 ~~pursuant to the provisions of Article 2 shall be deemed to contain (whether or not subdivision into Lots~~  
348 ~~has been completed and recorded as to all or a part thereof) the number of Lots shown on the approved~~  
349 ~~(but not recorded) preliminary plan of subdivision for, such portion of the Property.~~

350 **Article 3.4 Board of Director Authority.** Unless otherwise specifically provided in the  
351 Maryland Homeowners Association Act or the Association Documents, all rights, powers, easements,  
352 obligations and duties of the Association may be performed by the Board of Directors on behalf of the  
353 Association. The foregoing shall not restrict the ability of the Board of Directors to establish committees  
354 charged with the administration and enforcement of provisions of the Association Documents and the  
355 Board of Directors shall have full and complete authority to delegate any authority provided to the Board  
356 of Directors under the Association Documents to a committee.

357 **ARTICLE 4**  
358 **COMMON AREA**

359 **Article 4.1 Conveyance; Title.** ~~As to any part of the Common Area owned in fee simple by~~  
360 ~~the Declarant, the Declarant shall convey the Common Area to the Association in fee simple released~~  
361 ~~from any encumbrance securing the repayment of monetary obligations incurred by the Declarant, but~~  
362 ~~subject to all easements and other encumbrances then of record (including those created by this~~  
363 ~~Declaration). As to any Common Area not located on the Property for which a right of way, easement~~  
364 ~~or right of use has been granted to the Declarant, the Association shall succeed to all of the right, title~~  
365 ~~and interest of the Declarant in and to such part of the Common Area subject to all of the obligations~~



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366 for maintenance and Upkeep associated therewith. ~~The Association shall accept title to any real estate~~  
 367 ~~or personal property offered to the Association by the Declarant as a part of the Common Area. The~~  
 368 ~~right is specifically reserved to the Declarant to make a conveyance of the Common Area in a Phase~~  
 369 ~~prior to submission of the Lots in such.~~

370 ~~Phase to the provisions of this Declaration. To the extent any Recreational Facilities are to be~~  
 371 ~~constructed on the Common Area, the responsibility for initial construction of such Recreational Facilities~~  
 372 ~~shall continue to be that of the Declarant regardless of any conveyance of the Common Area to the~~  
 373 ~~Association until such time as construction of such Recreational Facilities has been completed. After~~  
 374 ~~completion of construction of Recreational Facilities, the Upkeep for Recreational Facilities shall be~~  
 375 ~~assumed by the Association and shall be a Common Expense and shall be without cost or expense to the~~  
 376 ~~Declarant.~~

377 **Article 4.2 No Dedication.** Nothing contained herein or in the other Association Documents shall  
 378 be construed as a dedication to public use or as an assumption of responsibility for Upkeep of any  
 379 Common Area by any public or municipal agency, authority or utility, nor shall it be construed to prevent  
 380 the Board of Directors of the Association from permitting public access to or use of any Common Area.

381 ~~**Article 4.3 Transfer of Responsibility for Upkeep.** When the Declarant transfers the~~  
 382 ~~responsibility for Upkeep of any portion of the Common Area to the Association (including Common~~  
 383 ~~Areas not located on the Property), any improvements located thereon shall be substantially completed,~~  
 384 ~~and all work (except for such work which cannot be performed due to the weather conditions or the~~  
 385 ~~season of the year, which the Declarant will be obligated to complete when weather conditions permit)~~  
 386 ~~required by the site plan or other governmental approvals for the portion of the Common Area to be~~  
 387 ~~conveyed shall be either completed or bonded with the applicable governmental authority. When the~~  
 388 ~~Association assumes responsibility for Upkeep of a portion of the Common Area, the Association shall~~  
 389 ~~cooperate with the Declarant to obtain the release of any bonds and surety applicable to such portion of~~  
 390 ~~the Common Area, whether posted by the Declarant or a Builder. At the request of the Declarant, the~~  
 391 ~~Association shall confirm its acceptance of any part of the Common Area conveyed to the Association~~  
 392 ~~or for which the rights associated therewith are transferred to the Association as well as the obligation~~  
 393 ~~of the Association for Upkeep of such Common Area. The Association shall further execute such~~  
 394 ~~confirmations, maintenance agreements and other documents required by the Town with respect to and~~  
 395 ~~concerning its obligation for Upkeep of any part of the Common Areas not owned in fee simple by the~~  
 396 ~~Association.~~

397 **Article 4.34 Regulation of Common Area.** The Board of Directors shall have the right to  
 398 regulate use of the Common Area pursuant to Article 8 hereof and to charge fees for the use thereof to  
 399 the Members. The Board of Directors may also mortgage, dedicate or convey the Common Area  
 400 owned in fee simple by the Association or grant easements over and through any Common Area  
 401 subject to the restrictions in Article 13.34 hereof and the Bylaws.

402  
 403 ~~**Article 4.5 Improvements on Common Area.** After the initial improvement and~~  
 404 ~~conveyance of any Common Area to the Association, the Declarant may, but is not obligated to,~~



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405 ~~construct additional improvements on the Common Area for the benefit of the Property, the~~  
406 ~~Members and such Common Area, pursuant to the easements in Article 5.1 hereof.~~

407 **Article 4.46 Boundary Adjustments.** The Board of Directors has the power at any time or times,  
408 consistent with the then existing zoning or subdivision ordinances of the Town or other applicable  
409 governmental authority, and pursuant to a recorded subdivision, resubdivision or boundary-line  
410 adjustment plat, to transfer any part of the Common Area for the purpose of adjusting Lot lines or  
411 otherwise in connection with the orderly subdivision and development of the Property. ~~The Board of~~  
412 ~~Directors shall execute such conveyances or other documents as shall be reasonably requested by the~~  
413 ~~Declarant to accomplish the foregoing.~~

414 **ARTICLE 5**  
415 **EASEMENTS**

416 **Article 5.1 Development Easements.**

417 ~~**i. — Easement to Facilitate Development.** The Declarant hereby reserves to itself~~  
418 ~~and its successors and assigns, and the Association a non-exclusive blanket easement over and through~~  
419 ~~the Property and the Common Area for all purposes reasonably related to the development and~~  
420 ~~completion of improvements and Houses on the Property, including without limitation: (a) temporary~~  
421 ~~slope and construction easements; (b) drainage, erosion control, and storm and sanitary sewer~~  
422 ~~easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to~~  
423 ~~take any similar actions reasonably necessary provided, however, that after a Lot is conveyed to an~~  
424 ~~Owner the Declarant shall restore the affected area as nearly as practicable to its original condition; (c)~~  
425 ~~easements for the storage of reasonable supplies of building materials and equipment necessary to~~  
426 ~~complete the improvements to the Property and Houses; and (d) easements for the construction,~~  
427 ~~installation and Upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on~~  
428 ~~the Property or reasonably necessary to serve the Property.~~

429  
430 ~~**ii. — Easement to Facilitate Sales.** The Declarant hereby reserves to itself and its~~  
431 ~~successors and assigns the right to: (a) use any Lots owned or leased by the Declarant, any other Lot~~  
432 ~~with the written consent of the Owner thereof or any portion of the Common Area (including any~~  
433 ~~improvement thereon) as models, management offices, sales offices, a visitors' center, construction~~  
434 ~~offices, customer service offices or sales office parking areas (provided, however, that the Declarant~~  
435 ~~shall remain responsible for the operating expenses of any portion of the Common Area while used for~~  
436 ~~the foregoing purposes); (b) place and maintain in any location on the Common Area, and on any Lot,~~  
437 ~~street and directional signs, temporary promotional signs, plantings, street lights, entrance features,~~  
438 ~~lighting, walls or fences and other related signs and landscaping features; provided, however, that all~~  
439 ~~signs shall comply with applicable governmental regulations; and (c) relocate or remove all or any of~~  
440 ~~the above from time to time at the Declarant's sole discretion.~~

441 ~~**iii. Easement for Utilities and Related Services.**~~

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442 a. A non-exclusive blanket easement is hereby granted over and through  
 443 the Property for ingress, egress, installation, operation and Upkeep of the equipment used or required  
 444 for providing to any portion of the Property or the adjacent real estate, any utilities, including without  
 445 limitation, water, sewer, drainage, gas, electricity, telephone and television service, whether public or  
 446 private; such non-exclusive easement is hereby granted to any Person (including any public or private  
 447 utility company) installing or providing Upkeep for the aforesaid services. Any pipes, conduits, lines,  
 448 wires, transformers and any other apparatus necessary for the provision or metering of any utility may  
 449 be installed, maintained or relocated only ~~permitted by the Declarant~~, where contemplated on any site  
 450 plan approved by the Declarant or where approved by resolution of the Board of Directors. Such  
 451 utilities or services may be installed above ground if approved by the ~~Declarant~~ Association.

452 b. If the Person installing the utility or service covered by the general  
 453 blanket easement herein created requests a specific easement by separate recordable document, then the  
 454 ~~Declarant Association~~ hereby reserves to itself, and its successors and assigns ~~and also grants to the~~  
 455 ~~Association~~, the right to grant and reserve such specific easements, rights-of-way and licenses over and  
 456 through the Common Area and any Lot for the installation and Upkeep of the equipment for providing  
 457 to any portion of the Property or adjacent real estate, any utilities, including without limitation water,  
 458 sewer, drainage, gas, electricity, telephone and television service, whether public or private, or for any  
 459 other purpose necessary or desirable for the orderly development of the Property or for the benefit of the  
 460 adjacent real estate. ~~The authority reserved to the Declarant may be exercised as to any Lot and the~~  
 461 ~~Common Areas both before and after the conveyance of the Common Areas to the Association and a~~  
 462 ~~Lot to an Owner.~~

463 c. **Dedications, Easements and Conveyances Required by**  
 464 **Governmental Authority.** The ~~Declarant Association~~ hereby reserves to itself and its successors and  
 465 assigns ~~and to the Association~~ the right to make any dedications and to grant any easements, rights-of-way  
 466 and licenses and to make such conveyances as required by any government or governmental agency over  
 467 and through all or any portion of the Common Area owned in fee simple by the Association. The  
 468 foregoing shall specifically include the authority to convey to the Town or its designee, or any other  
 469 governmental or quasi-governmental authority title to the portion of the Property (other than the Lots)  
 470 over which public sewer and/or water lines are located and installed, as provided and to take such other  
 471 actions as are required pursuant to the Public Works Agreements between the Declarant and the Town  
 472 executed prior to the recordation hereof and any amendments thereto, whether executed before or after  
 473 the recordation of this Declaration in the Land Records.

474 d. **Landscaping and Sidewalk Easement Across Lots.** The ~~Declarant~~  
 475 ~~Association~~ hereby reserves to itself and its successors and assigns ~~and to the Association~~ an easement  
 476 and the right to grant and reserve easements over and through the Common Area and over and through  
 477 any Lot for the purpose of construction, installation, ~~and construction, installation and~~ maintenance and  
 478 Upkeep of sidewalks across the front of any Lot, landscaping features and buffer areas, including without  
 479 limitation, plants, trees and earth berms and other earth contouring which easements shall include access  
 480 as necessary to perform such tasks and for the installation, maintenance and Upkeep of irrigation systems  
 481 across the front and side yards of any Lot, all of which shall be a part of the Common Area for purposes of



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484 Upkeep. The Owner of a Lot burdened by the easement and right hereby reserved shall not construct any  
 485 improvements within the sidewalk and landscape easement herein established without the permission of  
 486 the ~~Declarant, during the Declarant Control Period, or the Association thereafter~~ Association. Upkeep of  
 487 these sidewalk and landscaping easement areas ~~after completion of initial construction by the Declarant~~ by  
 488 the Association shall be a Common Expense.

489  
 490 e. **Storm Water Management Easement.** The ~~Declarant~~ Association  
 491 hereby reserves to itself and its successors and assigns ~~and to the Association~~ an easement and the  
 492 right to grant and reserve easements over and through the Property for the construction and Upkeep of  
 493 storm water management facilities, including storm water retention areas. The ~~Declarant (and~~  
 494 ~~subsequent to the Declarant Control Period, the Association)~~ Association shall also have the right to  
 495 allow adjacent properties to tie their storm water management facilities into the storm water  
 496 management facilities for the Property; provided, however, that the owners of such adjacent properties  
 497 agree to bear a portion of the expense of Upkeep for the storm water management facilities for the  
 498 Property in such amount as may be deemed appropriate by ~~the Declarant during the Declarant Control~~  
 499 ~~Period and thereafter by~~ the Board.

500  
 501 f. **Easement to Correct Drainage.** The ~~Declarant~~ Association reserves to  
 502 itself and its successors and assigns ~~(and subsequent to the Declarant Control Period, the Association)~~  
 503 an easement over, through and under the ground within each Lot and the Common Area to maintain  
 504 and to correct drainage of surface water in order to maintain reasonable standards of health, safety and  
 505 appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any  
 506 grading of the land, or to take any other similar action reasonably necessary, following which the  
 507 ~~Declarant~~ Association shall restore the affected property to its original condition as near as practicable  
 508 ~~(but only pertaining to Lots already conveyed by the Declarant to an Owner)~~. In any action taken by  
 509 the ~~Declarant~~ Association, the ~~Declarant~~ Association shall give reasonable notice of intent to take  
 510 such action to all affected owners, unless in the opinion of the ~~Declarant~~ Association an  
 511 emergency exists which precludes such notice.

512 ~~g. **Additional Recreational Facilities.** The right is reserved to the~~  
 513 ~~Declarant to construct additional Recreational Facilities on the Common Area, either before or after the~~  
 514 ~~conveyance of such Common Areas or any part thereof to the Association. In such event, Declarant shall~~  
 515 ~~pay the entire cost of such additional Recreational Facilities and shall have the benefit of such easements~~  
 516 ~~and rights of way through and across the Property reasonably necessary for such construction. Upon~~  
 517 ~~completion of construction of any additional Recreational Facilities, the cost of Upkeep shall become a~~  
 518 ~~Common Expense.~~

519 ii. **Further Assurances.** Any and all conveyances of Lots are subject to the  
 520 reservations, easements and rights-of-way granted or reserved hereby. ~~Upon written request of the~~  
 521 ~~Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to~~  
 522 ~~the Declarant such further assurances of these reservations of rights and easements as may be requested.~~

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523 ~~i. Duration and Assignment of Development Rights. The Declarant~~  
524 ~~shall be entitled to the rights, powers and easements granted under this Article 5 for so long as the~~  
525 ~~Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on~~  
526 ~~the Property. The Declarant may assign its rights under this Article to, or share such rights with, one or~~  
527 ~~more other Persons, including the Association, exclusively, simultaneously or consecutively with respect~~  
528 ~~to the Common Area or Lots owned by such designees.~~

529 **Article 5.2 Easement for Upkeep.**

530 i. **Access.** A right of access over and through any portion of the Property  
531 (excluding the interior of any occupied dwelling) is hereby granted to the ~~Declarant and the~~ Association,  
532 the ~~M~~anaging ~~A~~gent/~~General Manager~~ and any other Person authorized by the Board of Directors, in  
533 the exercise and discharge of their respective powers and responsibilities, including without limitation to  
534 make inspections, correct any condition originating in a Lot or in the Common Area threatening another  
535 Lot or the Common Area, correct drainage, perform installations or Upkeep of utilities, landscaping or  
536 other improvements located on the Property for which the Association is responsible for Upkeep, or  
537 correct any condition which violates the Association Documents. The ~~Declarant and the~~ agents,  
538 contractors, Officers and ~~D~~irectors of the Association may, but shall not be obligated to, enter any  
539 portion of the Property (excluding any occupied dwelling) in order to utilize or provide for the Upkeep of  
540 the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to ~~the~~  
541 ~~Declarant and~~ the Association for the cost of all Upkeep performed by the Association and rendered  
542 necessary by any act, neglect, carelessness or failure to comply with the Association Documents for  
543 which such Owner is responsible and the costs incurred by the ~~Declarant and the~~ Association shall be  
544 assessed against such Owner's Lot in accordance with the provisions of this Declaration and the other  
545 Association Documents. ~~In the event any costs and expenses are incurred by the Declarant pursuant to~~  
546 ~~this Article 5.2(i), the Declarant shall provide reasonably documentation to the Association of such costs~~  
547 ~~and expenses which the Association shall have the power to collect from the Owner in the same manner~~  
548 ~~as if such costs and expenses had been incurred directly by the Association provided that any funds so~~  
549 ~~collected after payment of the costs and expenses of collection incurred by the Association shall be paid~~  
550 ~~by the Association to the Declarant.~~

551 ~~ii. Declarant Access. Until the expiration of any applicable warranty period,~~  
552 ~~the Declarant hereby reserves to itself and its designees a right of access over and through the Property~~  
553 ~~(including any improvements) to perform warranty-related work within the Common Area or the Lots.~~  
554 ~~The Declarant may assign its rights under this Article to, or share such rights with, one or more other~~  
555 ~~Persons, exclusively, simultaneously or consecutively.~~

556 iii. **Entry into Improvements.** If entry to a House or other improvement on a Lot  
557 is required or authorized by any Person pursuant to this Article 5.2, a request for entry shall be made in  
558 advance and such entry shall be made during ~~the Declarant's~~ regular business hours. In case of an  
559 emergency, however, such right of entry to any improvement shall be immediate.

560 **Article 5.3 Limitations on Exercise of Rights and Easements.**



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561 i. The easements described in this Article 5 are subject to all other  
562 easements and encumbrances of record (including those created by this Declaration).

563 ii. The ~~Declarant or the~~ Association, ~~as appropriate~~, when exercising the  
564 rights and easements granted by this Article, shall: (a) give reasonable prior notice to all  
565 affected Owners, unless an emergency exists which precludes such notice; (b) minimize to the  
566 extent reasonably possible any economic or aesthetic injury to the affected Lots or the Common  
567 Area; and (c) not unreasonably interfere with the affected Owners use, enjoyment and benefit  
568 from such Owners' Lots or the Common Area.

569 iii. If an easement is relocated, the cost of such relocation shall be paid by the  
570 party requesting the relocation.

571 iv. Any damage resulting from the exercise of the aforesaid rights and easements  
572 shall be promptly repaired and the site restored to the extent practicable by ~~the Declarant or the~~  
573 Association, as appropriate, or at the option of ~~the Declarant or~~ the Association, the party  
574 responsible for such damage. In either case, the cost of such repair and restoration shall be paid  
575 for by the party responsible for the damage.

576 **Article 5.4 Emergency Access.** An easement is hereby granted (i) to all police, fire,  
577 ambulance and other rescue personnel over and through all or any portion of the Property for the  
578 lawful performance of their functions during emergencies and (ii) to the Association over and  
579 through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to  
580 any other portion of the Property. The Association is hereby authorized but not obligated to take  
581 any such measures.

582 **Article 5.5 Easement for Use of Common Area.**

583 i. **Use and Environment.** Each Permissible Occupant is, subject to the Rules and  
584 Regulations, hereby granted a non-exclusive right and easement of use and enjoyment in common with  
585 other Permissible Occupants of the Common Area. Such right and easement of use and enjoyment shall  
586 be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or  
587 other transfer of such rights and easements apart from the Lot to which such rights and easements are  
588 appurtenant shall be void. No Owner who does not satisfy the requirements of Article 8.1 shall be  
589 permitted to use the Common Area. Notwithstanding the foregoing, with the exception of sidewalks and  
590 paths located on a Lot (for which entry, use and enjoyment is permitted by Permissible Occupants), no  
591 Permissible Occupant shall have a right of use and enjoyment of any part of the Common Area which,  
592 for purposes of Upkeep (but not ownership or voting), is located on a Lot for the purposes of use and  
593 enjoyment by the Members.

594 ii. **Vehicle and Pedestrian Access.** Each Permissible Occupant is hereby granted  
595 a non-exclusive easement over all streets, parking lots, sidewalks, walks and paths on the Common Area  
596 (including the Common Area located within Lots) and irrigation crossings for the purpose of vehicular

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597 and/or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such  
 598 Permissible Occupant has the right to go, subject to any Rules and Regulations promulgated by the  
 599 Association pursuant to Article 8.6. Any purported conveyance or other transfer of such rights and  
 600 easements apart from the Lot to which such right and easement are appurtenant shall be void. Each  
 601 Permissible Occupant is also hereby granted a non-exclusive easement for egress and ingress over the  
 602 Common Area to the extent necessary to provide vehicle and pedestrian access to the Lot for which they  
 603 are a Permissible Occupant. Such easement for ingress and egress shall not be extinguished by  
 604 termination of the Declaration or conveyance of the Common Area unless alternative access is provided,  
 605 if necessary, and the Owner of the Lot consents in writing to the termination of the easement.  
 606

607 **iii. Limitations.** The rights and easements of enjoyment created hereby shall (in  
 608 addition to any easements granted or reserved in this Declaration or pursuant to the other Association  
 609 Documents) be subject to all rights and powers of ~~the Declarant and~~ the Association when exercised in  
 610 accordance with the other applicable provisions of the Association Documents, including without  
 611 limitation the Association's rights to regulate the use of the Common Area and to establish reasonable  
 612 charges therefor; to grant easements across the Common Area; ~~to~~ to dedicate and to mortgage the Common  
 613 Area owned in fee simple by the Association; and to suspend the right of any Member, or the family,  
 614 tenants, or guests thereof, to use or access any of the Common Areas as a sanction for violation of the  
 615 Association's Rules and Regulations, or for failure to pay any charge owed to the Association within  
 616 ninety (90) days.

617 **iv. Delegation.** Subject to the Rules and Regulations or such other restrictions as  
 618 adopted by the Association (including but not limited to those related to use of the Common Areas by  
 619 natural persons who are not Permissible Occupants), any Owner having the right to use and enjoy the  
 620 Common Area may delegate such rights to members of the Owner's households, their guests and tenants  
 621 and to such other natural persons as may be permitted by the Association.

622 **v. Woods.** As consideration for their grant of certain easement rights entitling the  
 623 Members to cross their property, Nicholas Wood and Jean Wood (collectively "~~the Woods~~") during  
 624 the term of their natural lives shall be permitted to use the Recreational Facilities to the same extent as if  
 625 they were Members but without charge, fee or expense. Notwithstanding the foregoing, to the extent  
 626 that the participation of any activity in the Recreational Facilities requires the payment of any additional  
 627 fee by any Member desiring to participate ~~in~~ in such activity, then ~~the Woods~~ shall also be required to  
 628 pay such additional fee if they elect to participate in such activity. The right of ~~the Woods~~ in this Article  
 629 5.5(v) shall not entitle ~~the Woods~~ to vote on any matter for which the ~~Class A and Class B~~ Members  
 630 shall be entitled to vote nor shall ~~the Woods~~ ever be required to pay any assessments for Common  
 631 Expenses.

632 **Article 5.6 Association Power to Make Dedications and Grant Easements.** The rights,  
 633 powers and easements ~~reserved to the Declarant~~ in Article 5 are ~~also hereby~~ granted to the Association.  
 634 ~~provided that the Association may not exercise any of such rights, powers and easements prior to the~~  
 635 ~~expiration of the Declarant Control Period (but may thereafter) without the prior written consent of the~~  
 636 ~~Declarant.~~ Subject to the foregoing, these rights, powers and easements may be exercised by the



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637 Association in accordance with this Declaration and the other Association Documents ~~provided,~~  
638 ~~however, that the limitations on duration applicable to the Declarant shall not apply to the Association.~~  
639 If ~~the Declarant or~~ any Owner requests the Association to exercise its powers under this Article 5, the  
640 Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

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**ARTICLE 6**  
**COMMON EXPENSES AND ASSESSMENTS**

644 **Article 6.1 Determination of Common Expenses and Assessments.**

645 i. **Preparation and Approval of Budget.** The Board of Directors shall adopt a  
646 budget for the Association for each fiscal year containing an estimate of the total amount considered  
647 necessary for the ensuing fiscal year to pay the cost of management and Upkeep of the Common Area  
648 and any other Upkeep for which the Association is responsible including, but not limited to Upkeep  
649 provided in Article 7 and the cost of other expenses that may be declared to be Common Expenses by  
650 the Association Documents or by a resolution of the Board of Directors, including without limitation any  
651 services provided to the Owners, Lots or Common Area. Such budget shall also include such reasonable  
652 amounts as the Board of Directors considers necessary to provide working capital (available cash for  
653 day-to-day expenses which is otherwise uncommitted), a general operating reserve (including an amount  
654 to cover operating losses due to insurance deductibles), insurance premiums, fees for professional  
655 services retained by the Board (which shall include retention of a management company) and reserves  
656 for contingencies (potential costs or liabilities which have not been incurred but which should be  
657 planned for) and replacements. Such budget shall constitute the basis for determining the assessment  
658 against each Lot pursuant to Article 6.2.

659 ii. **Effect of Failure to ~~P~~prepare or Adopt Budget.** The failure or delay of the  
660 Board of Directors to prepare or adopt a budget for any fiscal year after the initial budget is adopted  
661 shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as  
662 herein provided whenever the same shall be determined and, in the absence of any annual budget or  
663 adjusted budget, each Owner shall continue to pay assessments at the rate established for the previous  
664 fiscal year until notified of the new payment which is due on the first day of the next payment period  
665 which begins ten (10) days after such new annual or adjusted budget is adopted and the Owner receives  
666 such notice.

667 iii. **Pledge of Revenues.** The Board of Directors, by a majority vote ~~of two-thirds~~  
668 ~~(2/3)~~ of the total number of ~~D~~irectors then ~~serv~~ing on ~~appointed to~~ the Board of Directors, shall have  
669 the right and power to assign and pledge all revenues to be received by the Association, including but  
670 not limited to annual and additional assessments, in order to secure the repayment of any sums borrowed  
671 by the Association from time to time in accordance with the provisions of this Declaration.

672 **Article 6.2 Establishment and Payment of Assessments.**

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673 i. **Regular Assessments.** Subject to the provisions of Article 6.3 hereof,  
 674 Common Expenses shall be assessed annually or levied as an additional assessment. The Board of  
 675 Directors shall for each fiscal year establish a regular uniform assessment rate for Common  
 676 Expenses to be levied against all Lots ~~upon which a house exists.~~

677 ii. **Initial Capital Contribution.** On the ~~initial conveyance of each Lot by the~~  
 678 ~~Declarant to an Owner other than a Builder or on the~~ conveyance of a Lot from one Owner to another  
 679 Owner (a "Resale"), such new Owner shall pay to the Association the sum of Seven Hundred Fifty  
 680 Dollars (\$750.00) which shall represent an initial contribution to the working capital of the Association  
 681 and which shall be in addition to the regular assessment for Common Expense for such Lot. Such  
 682 payment shall not be refundable to the Owner and is not separable or divisible from the Lot. For the  
 683 purposes of this Section, Resale shall mean an arms-length third party transaction and shall specifically  
 684 not include transfers between spouses, parent-child transfers or transfers to trust or other estate planning  
 685 vehicles.

686 iii. **Common Expense Assessment.** ~~Subject to the provisions of Section 6.2(v), the~~  
 687 ~~initial maximum annual assessment for each Lot upon which a House exists for its respective share of~~  
 688 ~~Common Expenses shall be One Hundred Seventy Five Dollars (\$175.00) per month. Common~~  
 689 ~~Expense assessments shall be prorated for Lots upon which a House exists subsequent to the~~  
 690 ~~commencement of the Association's fiscal year for the period commencing on the date such House first~~  
 691 ~~exists through the end of the Association's fiscal year.~~ Each fiscal year the Board of Directors shall be  
 692 authorized to increase the annual assessment for each Lot by the amount determined by the Board of  
 693 Directors to be necessary to fund the Common Expenses of the Association as determined by the budget  
 694 adopted by the Board of Directors provided that regular annual assessment for each Lot may not be  
 695 increased by more than ten percent (10%) over the regular annual assessment then existing for each Lot  
 696 without the approval of a Majority Vote of ~~each Class of~~ the Members. The Common Expense  
 697 assessment for each Lot Owner shall be paid by such Lot Owner annually, no later than January 1st of  
 698 each year provided that the Common Expense assessment for the balance of the then existing fiscal year  
 699 for each Lot shall be paid in full on the closing date of each Owner for such Lot. The Board of Directors  
 700 may if it so elects, permit Lot Owners to pay their annual Common Expense assessment monthly,  
 701 quarterly, semi-annually or as otherwise determined by the Board of Directors. In such event, the failure  
 702 of any Lot Owner to pay their annual assessment as determined by the Board of Directors shall result in  
 703 the entire balance becoming immediately due and payable in full as set forth in Article 11.2(ii) herein.

704 iv. **Special Assessments.** In addition to the regular annual assessments set forth in  
 705 Section 6.2(iii), the Board of Directors may by a majority vote ~~of two-thirds of the number of directors~~  
 706 ~~entitled to vote~~ levy additional special assessments on each Lot on which a House exists. Special  
 707 assessments shall only be levied by the Board for Common Expenses which were not anticipated or  
 708 contemplated at the time the budget for the most recent period was adopted by the Board. The Board of  
 709 Directors shall give notice of any special assessment to the Owners specifying the amount and reasons  
 710 therefor, and such special assessment shall, unless otherwise specified in the notice, be payable in full  
 711 with the next periodic installment which is due ten days after the date of such notice or in not more than  
 712 six equal periodic installments, as the Board may determine. Such assessment, ~~if unpaid, may become~~

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713 ~~shall be~~ a lien as set forth in Article 11.2 hereof. Special assessments adopted by the Board pursuant to  
714 this Section 6.2(iv) are subject to the maximums set forth in Article 6.2(iii) hereof.

715 v. **Individual Assessments.** The Board of Directors may assess an Owner's Lot  
716 individually: (a) for the amount of any costs incurred by the Association pursuant to Article 7.2 hereof  
717 in performing Upkeep that the Owner failed to perform as required by that Article; (b) for the amount  
718 of any charges imposed on that Owner pursuant to Article 11 hereof; and (c) for any costs incurred by  
719 the Association because of any violation or negligence for which that Owner is responsible under  
720 Article 11 hereof. Each such assessment shall be due ~~ten-fifteen~~ (10-15) days after notice thereof is  
721 given to the Owner unless the notice specifies a later date. Individual assessments are not included in  
722 or subject to the maximums set forth in Article 6.2(iii) hereof.

723 **Article 6.3 Exemptions.** The Common Area and any properties dedicated to a public authority  
724 or exempt from taxation by a public authority ~~and any Lots (regardless of whether a House has been~~  
725 ~~completed thereon) and which are owned by Declarant or any Builder to whom the Declarant has made a~~  
726 ~~partial assignment of Declarant Rights~~ shall be exempt from all assessments for Common Expenses  
727 levied in accordance with ~~Article Sections~~ 6.2 hereof or any other liens created pursuant to this  
728 Declaration ~~for so long as: (i) the Declarant or Builder (whichever shall be the Lot Owner) performs or~~  
729 ~~pays the costs associated with Upkeep of such Lot or unoccupied Houses; and (ii) during the Declarant~~  
730 ~~Control Period, the Declarant pays the full amount, if any, by which the operating expenses of the~~  
731 ~~Association exceed the total budgeted income of the Association provided, however, that the Declarant's~~  
732 ~~obligation under this Article 6.3 does not include any expenses that the Association is unable to meet~~  
733 ~~because of nonpayment of any Owner's assessment and shall not exceed the amount the Declarant would~~  
734 ~~be obligated to pay if Lots owned by the Declarant were assessed in accordance with Article 6.3 hereof.~~  
735 ~~The exemption shall also apply to Lots used for model home purposes.~~

736 **Article 6.4 Liability for Common Expenses.**

737 i. **Owner Liability.** Each Owner of a Lot by acceptance of a deed therefor,  
738 whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and  
739 agree, to pay to the Association all Common Expenses as may be assessed against such Lot and other  
740 charges assessed by the Board of Directors pursuant to the provisions of this Declaration. Each Owner  
741 shall be personally liable for all assessments against such Owner's Lot. No Owner may be exempted  
742 from liability for the assessment for Common Expenses by reason of waiver of the use or enjoyment of  
743 any of the Common Area or by abandonment of the Lot. No Owner shall be liable for the payment of  
744 any part of the Common Expenses assessed against the Lot subsequent to the date of recordation of a  
745 conveyance in fee by such Owner of such Lot. Prior to or at the time of any such conveyance, all liens,  
746 unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be  
747 jointly and severally liable with the selling Owner for all unpaid assessments against the latter for the  
748 proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the  
749 purchaser's right to recover from the selling Owner amounts paid by the purchaser therefor; provided,  
750 however, that any such purchaser may rely on a Statement of Common Expenses obtained pursuant to  
751 Article 6.6 herein.



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752 **ii. Mortgagee Liability.** Each holder of a Mortgage or other Person who acquires  
753 title to a Lot by virtue of foreclosure or deed or assignment in lieu of foreclosure and any purchaser at a  
754 foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot  
755 which accrue prior to the time such Person comes into title thereof, except for claims for a pro rata share  
756 of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to  
757 all Lots including the mortgaged Lot assessed after such Person acquires title. The lien created by Article  
758 11.2 hereof shall cease to exist with respect to assessments and charges levied prior to first to occur of  
759 (a) sixty days after the foreclosure or other judicial sale of the Lot (b) the final ratification of such sale or  
760 (c) the time title is transferred by foreclosure or by deed or assignment in lieu thereof (the first to occur  
761 of items (a), (b) or (c) being the Abatement Date); provided, however, that if the proceeds of a  
762 foreclosure exceed the total amount due on the Mortgage, the excess shall first be paid to the Association  
763 and applied to the satisfaction of the Association's lien. The lien created by Article 11.2 shall commence  
764 to run and be applicable to Lots for which the title is acquired by the holder of a Mortgage or other  
765 Person who acquires title to a Lot by virtue of foreclosure or deed or assignment in lieu of foreclosure  
766 and any purchaser at a foreclosure sale, from and after the Abatement Date.

767 **Article 6.5 Collection of Assessments.** Any assessment, installment, fine or charge levied by the  
768 Association in accordance with this Declaration if not paid within fifteen (15) days after the due date  
769 shall be delinquent and shall be assessed a late fee of ~~twenty-five dollars (\$25.00)~~ or one-tenth (1/10) of  
770 the installment, and shall accrue interest as set forth in Section 11.1(iii) herein until paid. The Board of  
771 Directors, or the Mmanaging Agent at the request of the Board of Directors, shall take such action as  
772 deemed appropriate to collect any assessments, installment, fine or charge levied under Article 6 or any  
773 other provisions of this Declaration due from any Owner or Member which remain unpaid for more than  
774 thirty (30) days after the due date for payment thereof. All monies received on account are applied to the  
775 oldest balance first.

776 **Article 6.6 Statement of Common Expenses.** The Board of Directors or Mmanaging Agent  
777 shall provide any Owner, contract purchaser or Mortgagee, within fourteen (14) days after a written  
778 request therefor, with a written statement of all unpaid assessments for Common Expenses due with  
779 respect to a specific Lot (or a statement that the amount of unpaid assessments is zero) as part of the  
780 "Association Disclosure Packet" pursuant to the Maryland Homeowners Association Act. No contract  
781 purchaser, Mortgagee or purchaser from a Mortgagee requesting such a statement shall be liable for,  
782 nor shall the Lot conveyed to such Person relying on such statement be subject to a lien for, any unpaid  
783 assessments due prior to the date of such statement in excess of the amount set forth on such statement;  
784 provided, however, that this Article 6.6 shall not be interpreted to release any Person from liability for  
785 such assessments levied while such Person owned the Lot. The Board of Directors may impose a  
786 reasonable charge for the preparation of such statement to cover the cost of preparation, in an amount  
787 not to exceed any maximum established by the Maryland Homeowners Association Act.

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**ARTICLE 7**  
**OPERATION OF THE PROPERTY**

790 **Article 7.1 Upkeep of Common Area.**

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791 i. **General.** The Association shall be responsible for the management and Upkeep  
792 of all of the Common Area and Recreational Facilities, the cost of which shall be assessed against all  
793 Lots as a Common Expense, as herein provided. Such Upkeep of the Common Area shall include  
794 without limitation periodic (as determined by the Board) grass cutting and lawn maintenance, leaf  
795 removal, maintenance and repair of irrigation systems (if installed by the Declarant or the Association)  
796 and costs of operation and garbage removal if the same is not provided by the Town or Queen Anne's  
797 County. All facilities located on the Common Area including without limitation parking lots,  
798 sidewalks, cluster mailboxes, bus shelters, entrance walls, front guard house, lighting and landscaping  
799 (including but not limited to all landscaping features along Taylor Mill Road and Symphony  
800 Boulevard) shall also be maintained by the Association and the Upkeep thereof shall be a part of the  
801 Common Expense. The Association shall be responsible for the Upkeep of certain landscaped areas  
802 along the boundaries of certain Lots as may be determined by the Board of Directors, the cost of which  
803 shall be a Common Expense. The Association shall not have any responsibility for the Upkeep of any  
804 Lot except for those responsibilities and duties specifically enumerated in this Declaration and the other  
805 Association Documents. If the Board of Directors determines that certain Upkeep was necessitated by  
806 the negligence, misuse or neglect of an Owner or for which an Owner is responsible pursuant to Article  
807 11 or any other provision of the Association Documents, the cost of such Upkeep shall be assessed  
808 against such Owners' Lot pursuant to Article 11 hereof. The Board of Directors shall establish the  
809 standard for Upkeep of the Common Area in its sole discretion. The Declarant and the Board shall have  
810 the complete authority to confirm to any third party (including the Town) the obligation of the  
811 Association for the Upkeep of Common Areas.  
812

813 ii. **On Lots.** The Association shall be responsible for the normal management and  
814 Upkeep of all lawns installed on Lots by the Declarant or a Builder. Such Upkeep shall include regular  
815 periodic mowing and fertilizing of lawns and bi-annual mulching of landscape beds and periodic (as  
816 determined by the Board) leaf removal (excluding, however leaf removal in natural and/or  
817 undisturbed areas of any Lot), and maintenance and upkeep of irrigation systems (front and side  
818 yards only). The Association may, but shall not be required to, install flowers and other plant  
819 material (and remove and/or replace the same periodically) on a Lot in accordance with a  
820 landscaping plan prepared for the community in order to achieve a uniform landscaping scheme  
821 and appearance. The Association shall not have any obligation to water lawns in the back yards of  
822 Lots or landscaping on a Lot and the same shall be the responsibility of the Owner. The Upkeep  
823 required on a Lot pursuant to this Article 7 shall specifically exclude the Upkeep of any House or  
824 other improvements constructed on a Lot. Each Owner shall keep their Lots reasonably clear of  
825 furniture or other personal property so as to facilitate mowing of lawns and any other activity of  
826 the Association permitted pursuant to this Declaration. Any additional expense incurred by the  
827 Association as a result of the failure of an Owner to abide by these provisions shall be paid by  
828 such Owner and shall be subject to an assessment for such costs against such Owner in  
829 accordance with the provisions of Article 11.1.  
830

831 iii. **Storm Water Management.** The Association-Declarant may construct or  
832 create easements, improvements and facilities for storm water management control. The

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833 Association may post signs prohibiting swimming, wading, skating or other similar uses of any  
834 storm water retention ponds. ~~The Declarant shall provide Upkeep for any storm water retention~~  
835 ~~ponds and all easements, improvements and facilities for storm water management at its sole~~  
836 ~~expense until the earlier of: (a) release from all bonds and surety applicable to such storm water~~  
837 ~~retention bonds (but not including other bonded work) provided to the Queen Anne's County,~~  
838 ~~Maryland or any other governmental authority (b) the end of the Declarant Control Period or~~  
839 ~~the conveyance of such storm water management facilities to the Association if required by~~  
840 ~~governmental authorities. Thereafter,~~ **T**he Upkeep of the storm water drainage easements,  
841 storm water retention ponds and related improvements and facilities for storm water  
842 management shall be a Common Expense of the Association. The Owner of any Lot on which  
843 there is located an easement for storm water drainage or control shall be responsible for the  
844 following items of maintenance, where applicable: the removal of debris and other matter to the  
845 best of Owner's ability where such debris or matter has impeded or threatens to impede the free  
846 flow of storm water through drainage structures. Such Owner's responsibility shall include  
847 notification of the Association of (1) any defects in the fencing surrounding or within the  
848 easement; (2) any debris or other matter which is beyond such Owner's ability to remove; and  
849 (3) any excessive erosion within the area of the easement.  
850

851 **iv. (4) Entrance Features and Rights-of-Ways.** The Association shall  
852 be responsible for the Upkeep of the entrance features, project signage, lighting, irrigation, ~~bus~~  
853 ~~shelters~~, gazebo, Recreational Facilities and landscaping on the Common Area and to the extent  
854 provided in Article 7.1(ii) on the Lots.  
855

856 **Article 7.2 Upkeep of Lots.** Each Owner shall keep such Owner's Lot and all improvements  
857 located on the Lot in good order, condition and repair and in a clean and sanitary condition, including  
858 without limitation all necessary grounds maintenance not otherwise required to be performed by the  
859 Association as set forth in Article 7.1(ii). Each Owner shall perform this responsibility in such manner  
860 as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to keep  
861 such Owner's Lot in as good repair and condition as and when required (normal wear and tear  
862 excepted) and in a neat and orderly condition, consistent with such Rules and Regulations as the Board  
863 of Directors may promulgate, then the Board may, pursuant to resolution, give notice to that Owner of  
864 the condition complained of, specifying generally the action to be taken to rectify that condition. If the  
865 Owner fails to take the actions specified by the Board or to otherwise rectify the condition within thirty  
866 (30) days after the date the notice is given, or such other period as may be specified in the notice, if the  
867 circumstances warrant a different time period, the Board of Directors shall have the right, pursuant to  
868 Article 5.2 and Article 11.1 hereof and any resolutions adopted by the Board of Directors, to rectify  
869 such condition by taking such action (or by causing such action to be taken) as was specified in the  
870 notice. The costs incurred in rectifying such condition shall be assessed against such Owner's Lot in  
871 accordance with Article 11.1 hereof. If such Owner fails to reimburse the Association within thirty (30)  
872 days after receipt of a statement for such expenses from the Board, then the indebtedness shall  
873 constitute a lien as provided for in Article 11 hereof. The Owner may contract with a third party to  
874 perform the Owner's responsibility for Upkeep under this Article 7.2.



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875           **Article 7.3 Manner of Repair and Replacement.** All repairs and replacements required  
876 of an Owner shall be substantially similar to the original construction and installation and shall  
877 be of first-class quality.

878           **Article 7.4 Additions, Alterations or Improvements by the Board of Directors.** Whenever in  
879 the judgment of the Board of Directors the Common Area shall require capital additions, alterations or  
880 improvements (other than for Upkeep) costing in excess of ten percent (10%) in the aggregate of the total  
881 annual assessment for Common Expenses for that fiscal year during any period of twelve (12)  
882 consecutive months, the making of such additions, alterations or improvements requires a Majority Vote  
883 of the Members ~~of each Class~~. The cost of making of such additions, alterations or improvements shall be  
884 assessed by the Board of Directors on all Owners as a Common Expense. Any capital additions,  
885 alterations or improvements (other than for Upkeep) costing in the aggregate ten percent (10%) or less of  
886 the total annual assessment for Common Expenses for that fiscal year during any period of twelve  
887 consecutive months may be made by the Board of Directors without approval of the Members and the  
888 cost thereof shall constitute a Common Expense. Any assessments resulting from expenditures authorized  
889 under this Article 7.4 must also comply with Article 6.2 hereof which imposes limitations on increases in  
890 assessments above a specified maximum. If Member approval is required to increase the applicable  
891 maximum assessment, such approval may be obtained simultaneously with the vote required by  
892 this Article 7.4.

893           **Article 7.5 Additions, Alterations, or Improvements by the Owners.**

894                   i.     **Approval.**

895                           a.     No Person shall make any addition, alteration or improvement in or to  
896 any Lot or any portion of the Property (other than for normal Upkeep or natural landscaping and not  
897 including areas within a building visible from the exterior only because of the transparency of glass  
898 doors, walls or windows) which is visible from the exterior of the Lot or such portion of the Property,  
899 without the prior written consent of the Covenants Committee. No Person shall paint or affix any sign  
900 visible from the exterior of any Lot not permitted by the Rules and Regulations or alter the exterior of  
901 any improvement, or the exterior or interior of any doors and windows, if such improvement is  
902 visible from another Lot or the Common Area, without the prior written consent of the Covenants  
903 Committee. Approval by the Covenants Committee or the Board of Directors shall not relieve an  
904 Owner from any obligation to obtain required governmental permits. If any application to any  
905 governmental authority for a permit to make any such structural addition, alteration or improvement  
906 to any Lot or improvement located on any Lot requires execution by the Association, and provided  
907 consent has been given by the Board of Directors or the Covenants Committee, as appropriate, then  
908 the application shall be executed on behalf of the Association, without incurring any liability on the  
909 part of the Board of Directors, the Association, the Board of Directors or the Covenants Committee  
910 or any of them to any contractor, subcontractor or materialman on account of such addition, alteration  
911 or improvement, or to any Person having a claim for personal injury or property damage arising  
912 therefrom.

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913                   b.       Subject to the approval of any Mortgagee of the affected Lots, the Board  
914 of Directors, any Owner affected, and the appropriate governmental entity, any Lot may be subdivided  
915 or altered so as to relocate the boundaries between such Lot and any adjoining Lot. ~~In addition, during~~  
916 ~~the Development Period, no Lot may be subdivided nor may any Lot's boundaries be relocated except by~~  
917 ~~or as approved by the Declarant.~~ No portion less than all of any Lot shall be conveyed or transferred by  
918 an Owner ~~(other than the Declarant)~~ without the prior written approval of the ~~Declarant or the~~ Board of  
919 Directors. However, this Article 7.5(i)(b) is not intended to require the approval of the Board of Directors  
920 or Covenants Committee to grant deeds of correction, deeds to resolve boundary line disputes and  
921 similar corrective instruments or to grant any easement, right-of-way or license to any municipality,  
922 political subdivision, public utility or other public body or authority, or to the Association ~~or the~~  
923 ~~Declarant~~ for any purpose.

924

925                   e. ——— During the Development Period, the provisions of this Article 7.5 shall  
926 not apply to Lots owned by the Declarant or to the improvements on Lots owned by Builders if such  
927 improvements have been approved by the Declarant. The Declarant shall have the right to make or permit  
928 alterations or subdivisions without the consent of the Board of Directors or the Covenants Committee and  
929 an authorized Officer shall execute any such application required.

930

ii.     Limitations.

931                   a.       Any Person obtaining approval of the Covenants Committee shall  
932 commence construction or alteration in accordance with plans and specifications approved within three  
933 (3) months after the date of approval and shall substantially complete any construction or alteration  
934 within nine (9) months after the date of commencement, or within such other period as specified in the  
935 approval. Notwithstanding the foregoing, the approval of the Covenants Committee may provide for a  
936 longer period during which to commence or complete construction as determined by the Covenants  
937 Committee to be reasonable and appropriate. If any such Person does not commence work within the  
938 time period as specified in the approval, then approval shall lapse.

939

940                   b.       Any Person obtaining approval of the Covenants Committee shall not  
941 deviate materially from the plans and specifications approved without the prior written consent of the  
942 Covenants Committee. Such Person shall notify the Covenants Committee when the alterations or  
943 improvements are complete. Approval of any particular plans and specifications or design does not  
944 waive the right of the Covenants Committee to disapprove such plans and specifications, or any elements  
945 or features thereof, if such plans and specifications are subsequently submitted for use in any other  
instance or by any other Person.

946

947                   iii. Certificate of Compliance. Upon the completion of any construction or alteration in  
948 accordance with plans and specifications approved by the Covenants Committee, the Covenants  
949 Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be  
950 prima facie evidence that such construction or alteration referenced in such certificate has been approved  
951 by the Covenants Committee and constructed or installed in full compliance with the provisions of this  
Article and with such other provisions and requirements of the Association Documents as may be



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952 applicable. The certificate of compliance shall not be used and may not be relied upon for any other  
953 purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and  
954 specifications reviewed by the Covenants Committee or the quality or soundness of the construction,  
955 alteration or improvement. The Covenants Committee may impose a reasonable charge to cover the costs  
956 of preparation and inspection.

957 **Article 7.6 Disclaimer of Liability.**

958  
959 i. **Bailee.** The Board of Directors, the Association, and any Owner ~~and the~~  
960 ~~Declarant~~ shall not be considered a bailee of any personal property stored or placed on the Common Area  
961 (including property located in vehicles parked on the Common Area), whether or not exclusive possession  
962 of the particular area is given to an Owner for parking or otherwise, and shall not be responsible for the  
963 security of such personal property or for any loss or damage thereto, whether or not due to negligence,  
964 except to the extent covered by insurance in excess of any applicable deductible.

965 ii. **Operational.** ~~Neither the Declarant or the~~ The Association shall ~~not~~ be liable for  
966 any failure of water supply or other services to be obtained by the Association or paid for as a Common  
967 Expense, or for personal injury or property damage caused by the elements or by any Owner, or any  
968 other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any  
969 portion of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or  
970 consequential damages of any type. The ~~Declarant and the~~ Association shall not be liable to any Owner  
971 for loss or damage, by theft or otherwise, of articles which may be stored upon any portion of the  
972 Property. No diminution, offset or abatement of any assessments shall be claimed or allowed for  
973 inconvenience or discomfort arising from the making of repairs or improvements to the Property by the  
974 Association, ~~the Declarant~~ or from any action taken by the Association ~~or the Declarant~~ to comply with  
975 any law, ordinance or with the order or directive of any governmental authority. This Article 7.6 is not  
976 intended nor shall it be construed to relieve any insurer of its contractual obligations under any policy  
977 benefiting the Association, ~~the Declarant,~~ or an Owner.

978 **ARTICLE 8**  
979 **AGE RESTRICTIONS: RESTRICTIONS ON USE AND OCCUPANCY OF**  
980 **LOTS: COMMON AREA: RULES AND REGULATIONS**

981 **Article 8.1 Age Restrictions.** In order to preserve the character of the Property as an ~~an~~ ~~55~~  
982 ~~and-over~~ residential community for ~~Active Adults~~ ~~fifty-five (55)~~ years of age or older and for the  
983 protection of the value of the Houses, the Declarant ~~declareds~~ that the Property shall be subject  
984 to the following restrictions and covenants, all of which shall be perpetual in nature and run with  
985 the land:

986 i. All Houses shall only be occupied by natural persons 55 years of age and  
987 older, with the following exceptions:

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988 a. A member of a couple under the age of 55 years who is residing  
989 with his or her partner who is 55 years of age or older;

990 b. An individual under the age of 55 years provided (1) he or she is the  
991 Owner of the House; (2) at the time the House was purchased was a member of a couple in which the other  
992 member was a co-Owner of the House and 55 years of age or older; and (3) after the purchase of the  
993 House the co-Owner 55 years of age or older died;

994 c. Any child or children residing with a permissible occupant as  
995 provided in this Article 8.1 shall be 19 years of age or older.

996 ii. The Property is intended to be a "55 or Over Housing" community, so as to  
997 qualify as "housing for older persons," within the meaning of the Fair Housing Act. The construction,  
998 interpretation and enforcement of this Article 8.1, as well as this Declaration and the By-Laws, shall be  
999 done in a manner consistent with such requirements.

1000 iii. In the event that the provisions of Article 8.1 are ever modified or violated by  
1001 the Owner of a Lot, the Owner at the time the provisions of Article 8.1 are modified or violated shall pay  
1002 to Queen Anne's County the then current public school impact fee as imposed by Queen Anne's County  
1003 in accordance with the provisions of Section 18-305(d)(4)(iii) of the Queen Anne's County Code.

1004 **Article 8.2 Number of Occupants.** In no event may any House be occupied by more  
1005 than three (3) permanent residents if the House contains two (2) bedrooms and no more than four  
1006 (4) permanent residents if the House contains three (3) bedrooms.

1007 **Article 8.3 Visitor Occupants.** The provisions of Article 8.2 to the contrary notwithstanding,  
1008 visitor occupants of any age shall be permitted to visit for up to ninety (90) days during any calendar  
1009 year, provided that at no time shall more than six (6) individuals reside temporarily in any two (2)  
1010 bedroom House; no more than seven (7) individuals may temporarily reside in a three (3) bedroom  
1011 House.

1012 **Article 8.4 Permitted Uses.** No Lot shall be used for other than a residence and in accordance  
1013 with the provisions of the Association Documents. ~~Nothing in the Association Documents shall be  
1014 construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any  
1015 other Lot with the permission of the Owner thereof) or any portion of the Common Area for  
1016 promotional, marketing, display or customer service purposes (such as a visitors center) or for the  
1017 settlement of titles of Lots. Further, the Declarant specifically reserves the right to operate a  
1018 construction office and/or a rental, brokerage and management office at any time on Lots owned or  
1019 leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion  
1020 of the Common Area, to the extent permitted by law. The Declarant may assign its rights under this  
1021 Article to or share such rights with one or more other Persons, exclusively, simultaneously or  
1022 consecutively with respect to the Common Area and Lots owned or leased by the Declarant or such  
1023 Persons.~~

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1024 **Article 8.5 Restrictions.** ~~Except for the activities of the Declarant during the Development~~  
 1025 ~~Period (to which the following provisions do not apply and to which the Declarant is expressly exempt)~~  
 1026 Each Lot and the Common Area shall be occupied and used as follows:

1027 i. **Hazardous Uses; Waste.** Nothing shall be done or kept on the Property which  
 1028 will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses  
 1029 without the prior written consent of the Board of Directors; including without limitation any activities  
 1030 which are unsafe or hazardous with respect to any person or property. No Person shall permit anything  
 1031 to be done or kept on the Property which will result in the cancellation of any insurance on the Common  
 1032 Area or any part ~~there for~~ thereof, or which would be in violation of any law, regulation or  
 1033 administrative ruling. No waste will be permitted on the Common Area.

1034 ii. **Lawful Use.** No improper, offensive or unlawful use shall be made of the  
 1035 Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental  
 1036 agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements  
 1037 of any governmental agency having jurisdiction thereof relating to any portion of the Property shall (to  
 1038 the extent the same shall be the obligation of the Association or Owner) be complied with, by and at the  
 1039 sole expense of the Owner or the Association, whichever shall have the obligation for the Upkeep of  
 1040 such portion of the Property, and, if the Association, then the cost of such compliance shall be a  
 1041 Common Expense.

1042 iii. **Emissions.** There shall be no emissions of dust, sweepings, dirt, cinders,  
 1043 odors, gases or other substances into the atmosphere (excluding, however, normal residential  
 1044 chimney emissions), no production, storage or discharge of hazardous wastes on the Property or  
 1045 discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if  
 1046 such emission, production, storage or discharge may adversely affect the use or intended use of any  
 1047 portion of the Property or may adversely affect the health, safety or comfort of any Person.

1048 iv. **Noise.** No Person shall cause any unreasonably loud noise (except for security  
 1049 devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or  
 1050 behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present  
 1051 on any portion of the Property. The Board of Directors shall have the complete authority to establish a  
 1052 schedule of decibel levels deemed unreasonable and prohibited.

1053 v. **Obstructions.** No Person shall obstruct any of the Common Area or otherwise  
 1054 impede the rightful access of any other Person on any portion of the Property upon which such Person has  
 1055 the right to be. No Person shall place or cause or permit anything to be placed on or in any of the Common  
 1056 Area without the approval of the Board. Nothing shall be altered or constructed in or removed from the  
 1057 Common Area except with the prior written approval of the Board of Directors.

1058 vi. **Association Property.** The Common Area shall be used only for the furnishing  
 1059 of the services and facilities for which the same is reasonably suited and which are incident to the use  
 1060 and occupancy of the Lots. The improvements located on the Common Area shall be used only for their



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1061 intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner  
 1062 shall make any private, exclusive or proprietary use of any of the Common Area without the prior written  
 1063 approval of the Board of Directors and then only on a temporary basis. No planting in common area or  
 1064 trimming or removal of a damaged or diseased common area tree is permitted without the written  
 1065 permission from the Board of Directors.

1066 **vii. Mining.** No Lot shall be used for the purpose of boring, mining, quarrying,  
 1067 exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior  
 1068 written approval of the Board of Directors.

1069 **viii. Signs.** Except for entrance, street, or directional signs, ~~or any promotional~~  
 1070 ~~or advertising signs as may be maintained by the Declarant or a Builder,~~ no sign of any kind shall  
 1071 be displayed to public view on any Lot or the Common Areas without written approval of the  
 1072 Covenants Committee, provided the foregoing shall not preclude the following:

1073 **a.** Signs required by legal proceedings.

1074 **b.** Residential identification signs and house numbers, ~~including~~  
 1075 ~~professional identification,~~ having a combined total face area of not more than two (2) square  
 1076 feet and subject to written approval by the Covenants Committee as to location, size, color,  
 1077 material and content.

1078 **c.** "For Sale" signs, having a combined total face area of not more  
 1079 than two (2) square feet and subject to written approval by the Covenants Committee as to  
 1080 location, size, color, material and content.

1081 **d.** Political campaign signs as defined and for the time period allowed  
 1082 by the Town of Centreville municipal code.

1083 **ix. Trash.** Except in connection with construction activities, no burning of any trash  
 1084 and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other  
 1085 kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view  
 1086 from the Common Area or another Lot except on days of trash collection. Trash containers and refuse  
 1087 disposal systems must be maintained in enclosures and screened areas as approved by the Covenants  
 1088 Committee. Trash, leaves and other materials shall not be burned in violation of local ordinances. No  
 1089 incinerator shall be kept or maintained upon the Property.

1090  
 1091 **x. Landscaping: Sight-lines.** No tree, hedge or other landscape feature shall be  
 1092 planted or maintained in a location which obstructs sight-lines for vehicular traffic on public or private  
 1093 roadway. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable,  
 1094 ~~outdoor clothes line,~~ shed or other temporary accessory buildings shall be erected, used or maintained on  
 1095 any Lot except in connection with construction activities. Pavement, plantings and other landscape  
 1096 materials shall not be placed or permitted to remain upon any Lot: **(a)** if such materials may damage or

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1097 interfere with an easement for the installation or maintenance of utilities; (b) in violation of the  
 1098 requirements of such easements; (c) unless in conformity with public utility standards; or (d) if such  
 1099 materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Except  
 1100 for hoses and the like which are reasonably necessary in connection with construction activities or normal  
 1101 landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other  
 1102 similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.  
 1103 No "painted rocks" shall be permitted on any Lot. ~~No lawn ornaments shall be permitted on any Lot~~  
 1104 ~~except those approved by the Covenants Committee.~~

1105           xi.     Antennae. No outside antennae, satellite dishes or ham radio equipment shall be  
 1106 maintained upon the Property without the prior consent and approval of the Covenants Committee.  
 1107 Notwithstanding the foregoing, if, pursuant to provisions of law, the restrictions set forth in this Article  
 1108 8.5(xi) are void and/or unenforceable, then to the full extent permitted by law, the Covenants  
 1109 Committee shall have the full and complete authority to regulate and control the manner and location of  
 1110 placement of any such device which is otherwise prohibited under this Article 8.5(xi).

1111           xii.    Fences. No fences shall be permitted to be constructed on any Lot provided that  
 1112 this provision shall not preclude an Owner from installing ~~in the rear yard only~~, an "invisible" pet fence  
 1113 ~~or a lattice or similar feature around a deck or hot tub~~ provided that the same is approved by the  
 1114 Covenants Committee.

1115           xiii.   Vehicles. Except in connection with construction activities, no commercial  
 1116 vehicles, pickup trucks in excess of one half ton, trailers, campers, recreational vehicles, boats or other  
 1117 like vehicles, including grounds maintenance equipment, may be parked on any portion of the Common  
 1118 Area or any portion of a Lot visible from the Common Area or another Lot ~~or any public right of way~~  
 1119 within or adjacent to the Property, unless expressly permitted by the Board of Directors and only in such  
 1120 parking areas or for such time periods (if any) as may be designated for such purpose. The decision of  
 1121 the Board of Directors with respect to such matters shall be made in their sole and absolute discretion and  
 1122 shall be final. The foregoing shall not be deemed to exclude and does not exclude (a) sports utility  
 1123 vehicles (an "SUV") provided their size is such that it can be parked within the garage of the Lot or (b)  
 1124 golf carts. ~~If the Owner of a Lot does not have a garage on its Lot, the size of the SUV shall not exceed~~  
 1125 ~~that which can be parked within the size of garage offered on other Lots on the Property.~~ Parking of all  
 1126 such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in  
 1127 garages ~~or screened enclosures approved by the Covenants Committee~~ or in areas designated by the  
 1128 Board of Directors provided that no more than one golf cart ~~for~~ ~~per~~ House shall be permitted to be  
 1129 parked in a driveway. No junk or derelict vehicle or other vehicle on which current registration plates and  
 1130 current county and state inspection permits are not displayed shall be kept upon any portion of the  
 1131 Common Area or any portion of a Lot visible from the Common Area or another Lot. All motor vehicles  
 1132 shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways  
 1133 or trails within the Common Area, except such vehicles as are authorized by the Board of Directors as  
 1134 needed to maintain, repair, or improve the Common Area. The foregoing shall not be deemed to  
 1135 prohibit motorized wheelchairs or similar devices required by any person who is disabled. This

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1136 prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on  
1137 Common Area.

1138           xiv. **Timeshares.** No Lot shall be subjected to or used for any timesharing,  
1139 cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of  
1140 revolving or periodic occupancy by multiple owners, cooperators, licensees, or timesharing participants.

1141           xv. **Residential Uses.** Lots shall be used for residential purposes only. As an age  
1142 restricted community, the provisions of Section 11B-111.1 of Maryland Homeowners Association Act  
1143 shall not apply to the Property.

1144           xvi. **Animals.** Except as hereafter provided, the maintenance, keeping, boarding or  
1145 raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any  
1146 Lot or upon the Common Area. The foregoing shall not preclude the keeping of guide animals and  
1147 orderly domestic house pets (e.g., dogs, cats or caged birds) subject to the Rules and Regulations  
1148 adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for  
1149 commercial purposes or for breeding; and provided further, that any such pet causing or creating a  
1150 nuisance or unreasonable disturbance or noise may be permanently removed from the Property by the  
1151 Board upon twenty (20) days written notice from the Board of Directors. Pit bulls or pit bull type mixes  
1152 are prohibited from being maintained on a Lot or the Common Area. The Board shall further have the  
1153 authority to prohibit such other dogs of a specified breed or mixed breed on the Property if in the sole  
1154 and absolute discretion of the Board (~~which exercise may be arbitrary~~) such breeds or mixed breeds are  
1155 dangerous and constitute a threat to the Property and/or the Owners or residents. The foregoing shall  
1156 not apply to certified service or support animals. ~~especially if an owner complaint is lodged in writing.~~  
1157 Pets shall not be permitted upon the Common Area unless carried or leashed and accompanied by  
1158 someone who can control the pet ~~and unless carried or leashed~~. Pet droppings shall be cleaned up by the  
1159 Owner of the pet. Any Owner who keeps or maintains any pet upon any portion of the Property shall be  
1160 deemed to have indemnified and agreed to hold the Association ~~and, each~~ all other Owners and  
1161 residents ~~and the Declarant~~ free and harmless from any loss, claim or liability of any kind or character  
1162 whatever arising by reason of keeping or maintaining such pet within the Property. All pets shall be  
1163 registered and inoculated as required by law. ~~If installed by either the Declarant or the Board (which~~  
1164 ~~each shall have the authority to do) a community dog run may be constructed on the Common Area~~  
1165 ~~provided that the Board may adopt such Rule and Regulations pertaining to the use thereof as it may~~  
1166 ~~determine required to its use and operation.~~

1167           xvii. **Clothes Drying Equipment.** No permanent exterior clothes lines or other  
1168 exterior clothes drying apparatus larger than four (4) feet high shall be permitted on any Lot.

1170           xviii. **Mailboxes and Newspaper Tubes.** All mailboxes shall be located at  
1171 the cluster mailbox as required by the United States Post Service. No newspaper tubes are  
1172 allowed. ~~Only mailboxes tubes meeting design standards of the Declarant shall be permitted.~~



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1173                   xix. **Lighting.** No exterior lighting, or the glare from such lighting, shall be directed  
 1174 outside the boundaries of the Lot. Use of non-white (e.g., sodium) lamps is prohibited. The foregoing  
 1175 shall not preclude the placement of front and rear light fixtures as originally installed by the Declarant  
 1176 or like replacements thereof and for light installed pursuant to lighting and/or landscaping plans  
 1177 approved by the Covenants Committee.

1178                   xx. **Pools.** Swimming pools, hot tubs, spas, or similar devices are not permitted on  
 1179 the Lots provided the foregoing shall not be construed as prohibiting temporary use of small inflatable  
 1180 kiddie pools while members of a Permissible Occupant's family is visiting. ~~Hot tubs and similar devices~~  
 1181 ~~shall require approval by the Covenants Committee.~~

1182                   xxi. **Construction Activities.** This Article 8 shall not be construed as forbidding any  
 1183 work involved in the construction or Upkeep of any portion of the Property so long as such work is  
 1184 undertaken and carried out (a) with the minimum practical disturbance to Persons lawfully occupying  
 1185 other portions of the Property; (b) in such a way as does not violate the rights of any Person under other  
 1186 provisions of this Declaration; and (c) in accordance with all applicable restrictions in the Rules and  
 1187 Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration. The  
 1188 Board of Directors may approve temporary structures for construction purposes which may otherwise  
 1189 be in violation of the Association Documents or the Rules and Regulations.

1190                   **Article 8.6 Rules and Regulations.** The Board of Directors shall have the power to adopt,  
 1191 amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property  
 1192 or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of the  
 1193 Association Documents. The Property shall be occupied and used in compliance with the Rules and  
 1194 Regulations, such as but not limited to, the Clubhouse Rules, Pool Rules, Terms of Reference and other  
 1195 Rules and Regulations approved by the Board of Directors. Copies of the Rules and Regulations shall be  
 1196 furnished by the Board of Directors to each Owner. Changes to the Rules and Regulations shall be  
 1197 published prior to the time when the same shall become effective and copies thereof shall be provided to  
 1198 each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of  
 1199 the Lots or Common Area. The Board of Directors may issue temporary or other appropriate exceptions  
 1200 to any prohibitions expressed or implied by this Article, for good cause shown. Enforcement of any  
 1201 Rules and Regulations shall be subject to the Due Process Requirements of Article 11.1(viii) of this  
 1202 Declaration.

1203                   ~~**Article 8.7 Exclusion for the Declarant and Designees of the Declarant.** Notwithstanding~~  
 1204 ~~any other provision of the Association Documents, during the Development Period, neither the~~  
 1205 ~~restrictions in this Article nor the Rules and Regulations of the Association shall apply to any~~  
 1206 ~~otherwise lawful acts or omissions of the Declarant or of any Builder.~~

1207                   **Article 8.87 Leasing.** No House shall be used or occupied for transient or hotel purposes.  
 1208 No Houses may be leased for an initial period of less than six (6) months. No portion of any  
 1209 House (other than the entire House) shall be leased for any period. No Owner shall lease a Lot to  
 1210 other than a natural persons 55 and older and who satisfy the requirements of Article 8.1. No



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1211 Owner shall lease a Lot other than on a written form of lease: (a) requiring the lessee to comply  
1212 with the Association Documents, including but not limited to those set forth in Article 8.1; and  
1213 (b) providing that failure to comply constitutes a default under the lease. The tenant under any  
1214 lease is required to comply with the age restrictions and other restrictions set forth in this  
1215 Declaration, and compliance with the age requirements shall be expressly set forth and affirmed in  
1216 the lease agreement. A copy of any lease agreement shall be provided to the Association or its  
1217 Managing Agent/General Manager. The Symphony Village Rental Lease Addendum must also be  
1218 filed with the Board of Directors before lessors may move into the property.

1219 **ARTICLE 9**  
1220 **COVENANTS COMMITTEE; ARCHITECTURAL REVIEW**

1221 **Article 9.1 Covenants Committee.**

1222 i. **Purpose.** The Board of Directors shall establish a Covenants Committee,  
1223 consisting of at least three (3) persons appointed by the Board, ~~each to serve for a term of from~~  
1224 ~~one to three years as may be determined by the Board of Directors.~~ If the Board of Directors  
1225 fails or elects not to appoint a Covenants Committee, then the Board of Directors shall perform  
1226 the duties of the Covenants Committee.

1227 ii. **Powers.**

1228 a. The Covenants Committee shall regulate the external design,  
1229 signage, appearance, use and maintenance of the Lots ~~and the Common Area~~; provided,  
1230 however, that the Covenants Committee shall not have the power to regulate the activities of the  
1231 Association ~~or the Declarant on the Common Area or any lot owned by the Declarant or any~~  
1232 ~~improvement on the lot owned by the Builder which has been approved by the Declarant; and~~  
1233 provided, further, that the Covenants Committee shall not have the power to review initial  
1234 construction on the Property by the Declarant or any Builder.

1235 b. The Covenants Committee may from time to time establish  
1236 requirements regarding the form and content of plans and specifications to be submitted for  
1237 approval. The Covenants Committee shall have the power to impose reasonable application fees as  
1238 well as the costs of reports, analyses or consultations required in connection with improvements or  
1239 changes proposed by an Owner. Such fees and costs shall be assessed against the Owner.

1240 c. The Covenants Committee shall have the power pursuant to Article 11  
1241 hereof to impose reasonable charges upon and issue a cease and desist request ~~through the Managing~~  
1242 ~~Agent/General Manager,~~ to, an Owner, such Owner's tenant and such Owner's (or tenant's) household or  
1243 company, guests, employees, customers, agents, and invitees whose actions are inconsistent with the  
1244 provisions of the Association Documents.  
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1246 d. Subject to the review of the Board of Directors, the Covenants  
 1247 Committee shall from time to time provide interpretations of the Association Documents  
 1248 pursuant to the intents, provisions and qualifications thereof when requested to do so by the  
 1249 Board of Directors. The Covenants Committee may publish and record such interpretations in  
 1250 order to establish precedents for application of the Association Documents or other matters  
 1251 relative to architectural control.

1252 e. The Covenants Committee shall propose Design Standards for  
 1253 approval by the Board of Directors. No less than a thirty (30) day period will be provided for the  
 1254 Membership to review the Design Standards before a vote is taken by the Board of Directors. Upon  
 1255 approval and adoption by the Board of Directors, such Design Standards are hereby incorporated by  
 1256 this reference and shall be enforceable as if set forth herein in full. Such Design Standards, however,  
 1257 shall not exceed (including minimum square footage requirements) the Design Standards reflecting  
 1258 the sizes and designs for those Houses originally constructed on the Property.

1259 f. A Majority Vote of the Covenants Committee shall be required in order  
 1260 to take any action except as otherwise provided in Article 11.1 hereof. The Covenants Committee shall  
 1261 keep written records of all its actions. Any action, ruling or decision of the Covenants Committee may be  
 1262 appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved  
 1263 party and the Board may modify or reverse any such action, ruling or decision. The Covenants Committee  
 1264 and the Board of Directors shall have no authority to regulate construction by the Declarant or approved  
 1265 by the Declarant.

1266 ~~iii. Conduct of Business. The Covenants Committee shall not exercise its powers  
 1267 and authority to interfere with the conduct of the development of the Property and House construction by  
 1268 the Declarant or Builders.~~

1269 ~~iv.iii. Authority. The Covenants Committee shall have such additional duties, powers and  
 1270 authority as the Board of Directors may from time to time provide by resolution. The Board of  
 1271 Directors may relieve the Covenants Committee of any of its duties, powers and authority either  
 1272 generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and  
 1273 exercise its powers and authority in accordance with Article 11 hereof and in the manner  
 1274 provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of  
 1275 the Board of Directors.~~

1276  
 1277 ~~\*iv. Time for Response; Variances. The Covenants Committee shall act on all matters  
 1278 properly before it within forty-five (45) days; failure to do so within the stipulated time shall  
 1279 constitute an automatic referral to the Board of Directors. When a request is referred to the  
 1280 Board of Directors, the Board shall be obligated to answer any written request by an Owner for  
 1281 approval of a proposed structural addition, alteration or improvement within forty-five (45)  
 1282 days after the first Board of Directors meeting held following referral to the Board, and failure  
 1283 to do so within the stipulated time shall constitute a consent by the Board of Directors to the  
 1284 proposed structural addition, alteration or improvement; provided, however, that the Board of~~

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1285 Directors has no right or power, either by action or failure to act to waive enforcement or grant  
 1286 variances from written Design Standards without a specific finding that enforcement of such  
 1287 Design Standards would impose an unfair burden on such Owner and stating the variance and  
 1288 the reasons therefor in a written instrument which shall be part of the records of the  
 1289 Association.

1290 **Article 9.2 Subcommittees of the Covenants Committee.** The Covenants Committee  
 1291 shall have the power to establish subcommittees to exercise the powers of the Covenants  
 1292 Committee and to carry out its functions. Wherever in the Association Documents reference is  
 1293 made to the Covenants Committee, such reference shall also mean any subcommittee established  
 1294 by the Covenants Committee.

1295 **Article 9.3 Compensation of the Covenants Committee.** No Member of the Covenants  
 1296 Committee or a subcommittee (~~other than an Owner or a resident of the Property~~) shall be compensated  
 1297 by the Association for their services on the Covenants Committee ~~provided~~ except that they shall be  
 1298 reimbursed for ~~bona fide~~ out-of-pocket expenditures if approved by the Board.

1299 **ARTICLE 10**  
 1300 **INSURANCE**

1301 **Article 10.1 Authority to Purchase Insurance; Notice.**

1302 i. The Board of Directors shall have the power and responsibility on behalf of the  
 1303 Association to (a) purchase insurance policies relating to the Common Area, (b) adjust all claims arising  
 1304 under such policies; and (c) execute and deliver releases upon payment of claims. The cost of all  
 1305 insurance policies purchased by the Board relating to the Common Area shall be a Common Expense.  
 1306 The Board of Directors, the managing agent and the ~~Declarant~~ Association shall not be liable for failure to  
 1307 obtain any coverages required by this Article or for any loss or damage resulting from such failure: (1) if  
 1308 such failure is due to the unavailability of such coverages from reputable insurance companies; (2) if such  
 1309 coverages are so available only at an unreasonable cost; or (3) if the Association's insurance  
 1310 professionals advise that the coverages required hereunder are not necessary.

1311 ii. Each such policy shall provide that:

1313 a. The insurer waives any right to claim by way of subrogation  
 1314 against ~~the Declarant;~~ the Association, the Board of Directors, ~~the General Manager, the/~~  
 1315 ~~M~~managing Aagent, any Owner and their respective households or companies, guests,  
 1316 employees, customers, tenants, agents and invitees;

1317 b. Such policy may not be canceled or substantially modified (including  
 1318 cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Board  
 1319 of Directors or the ~~M~~managing Aagent General Manager.

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1320                   iii.     All policies of insurance shall be written by reputable companies licensed  
1321 or qualified to do business in Maryland.

1322                   iv.     The deductible (if any) on any insurance policy purchased by the Board of  
1323 Directors shall be a Common Expense; provided, however, that the Association may, pursuant to Article  
1324 11.1 hereof, assess any deductible amount necessitated by the misuse or neglect of an Owner against such  
1325 Owner.

1326                   ~~v.     The Declarant, so long as the Declarant shall own any Lot, shall be~~  
1327 ~~protected by all such policies as an Owner.~~

1328                   **Article 10.2 Physical Damage Insurance.**

1329                   i.     The Board of Directors shall obtain and maintain a blanket, "all-risk" form  
1330 policy of fire insurance with extended coverage, vandalism, malicious mischief, cost of demolition,  
1331 debris removal, insuring any improvements located on the Common Area and covering the interests of  
1332 the Association, in an amount equal to one hundred percent (100%) of the then current replacement cost  
1333 of any improvements located on the Common Area (exclusive of the land, excavations, foundations and  
1334 other items normally excluded from such coverage), without deduction for depreciation (such amount to  
1335 be redetermined annually by the Board with the assistance of the insurance company affording such  
1336 coverage). The Board of Directors shall also obtain and maintain appropriate coverage on all personal  
1337 property other than the Common Area owned by the Association.

1338                   ii.    Unless the Board determines to the contrary, each such policy shall also  
1339 provide:

1340                   a.     a waiver of any right of the insurer to repair, rebuild or replace any  
1341 damage or destruction, if a decision is made not to do so;

1342                   b.     the following endorsements (or equivalent): (i) "no control" (to the  
1343 effect that coverage shall not be prejudiced by any act or neglect of any occupant or Owner or their agents  
1344 when such act or neglect is not within the control of the insured or the Owners collectively, nor by any  
1345 failure of the insured and the Owners collectively, to comply with any warranty or condition with  
1346 regard to any portion of the Property over which the insured and the Owners collectively, have no  
1347 control); (ii) "cost of demolition"; (iii) "contingent liability from operation of building laws or codes";  
1348 (iv) "increased cost of construction"; (v) "replacement cost"; and (vi) "agreed amount" or elimination of  
1349 coinsurance clause;

1350                   c.     that any "no other insurance" clause expressly exclude individual  
1351 Owners' policies from its operation so that the physical damage policy purchased by the Board of  
1352 Directors shall be deemed primary coverage and any individual owners' policies shall be deemed excess  
1353 coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors



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1354 hereunder provide for or be brought into contribution with insurance purchased by individual Owners or  
 1355 their Mortgagees, unless otherwise required by law; and

1356 d. such deductibles as to loss, but not coinsurance features, as the Board of  
 1357 Directors in its sole discretion deems prudent and economical.

1358 **Article 10.3 Liability Insurance.** The Board of Directors shall obtain and maintain  
 1359 comprehensive general liability, broad form endorsement (including libel, slander, false arrest and  
 1360 invasion of privacy coverage) and property damage liability insurance in such limits as the Board may  
 1361 from time to time determine, insuring each director, Officer, the ~~Ma~~anaging ~~Ag~~ent/~~General Manager~~  
 1362 and the employees of the Association against any liability to the public or to any Owner or such  
 1363 Owner's tenant and such Owner's (or tenant's) household or company, guests, employees, customers,  
 1364 agents and invitees arising out of, or incident to the ownership or care, custody, control and use of the  
 1365 Common Area or legal liability arising out of employment contracts of the Association. Such insurance  
 1366 shall be issued on a comprehensive liability basis and shall contain: (i) a cross-liability endorsement  
 1367 under which the rights of a named insured under the policy shall not be prejudiced with respect to an  
 1368 action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor  
 1369 liability coverage with respect to events sponsored by the Association; (iv) deletion of the normal  
 1370 products exclusion with respect to events sponsored by the Association; and (v) a "severability of  
 1371 interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner  
 1372 because of negligent acts of the Association or of another Owner. The Board of Directors shall review  
 1373 such limits once each year, but in no event shall such insurance be less than One Million Dollars  
 1374 (\$1,000,000) covering all claims for bodily injury or property damage arising out of one occurrence.  
 1375 Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be  
 1376 obtained in an amount not less than Two Million Dollars (\$2,000,000).

1377 **Article 10.4 Other Insurance.** The Board of Directors may (but shall not be required to) elect  
 1378 to obtain and maintain any of the following coverages:

1379  
 1380 i. Adequate fidelity coverage to protect against dishonest acts on the part of  
 1381 directors, Officers, trustees and employees of the Association and all others who handle, or are  
 1382 responsible for handling, funds of the Association, including the managing agent. If the Association  
 1383 has delegated some or all of the responsibility for handling funds to a managing agent, such managing  
 1384 agent shall be covered by its own fidelity bond. Such fidelity bonds (except for fidelity bonds obtained  
 1385 by the managing agent for its own personnel) shall: (a) name the Association as an obligee, (b) be  
 1386 written in an amount ~~not less than one-half the total annual assessment for Common Expenses~~  
 1387 ~~required by § 11B-111.6(e) of the HOA Act~~ or the amount required by the Mortgagees, the Federal  
 1388 National Mortgage Association or the Federal Home Loan Mortgage Corporation, whichever is  
 1389 greatest and (c) contain waivers of any defense based upon the exclusion of Persons who serve without  
 1390 compensation from any definition of "employee" or similar expression;



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1391                   ii.       If required by a majority of the Mortgagees or governmental regulations, flood  
1392 insurance in accordance with the then applicable regulations for such coverage;

1393                   iii.       Workers' compensation insurance if and to the extent necessary to meet the  
1394 requirements of law (including a voluntary employees endorsement and an "all states" endorsement);

1395                   iv.       Directors and Officers liability insurance in an amount not less than One  
1396 Million Dollars (\$1,000,000); and

1397                   v.       Such other insurance: (a) as the Board of Directors may determine; or ~~(b)~~  
1398 ~~as may be required with respect to the Additional Phase by any amendment to the Declaration~~  
1399 ~~recorded in conjunction with adding such Additional Phase; or (be)~~ as may be requested from  
1400 time to time by a Majority Vote of the Members.

1401                 **Article 10.5 Separate Insurance on Lots.** Each Owner shall have the right to obtain insurance for  
1402 such Owner's benefit, at such Owner's expense, covering the improvements located on such Owner's Lot.  
1403 No Owner shall obtain separate insurance policies on the Common Area owned in fee simple by the  
1404 Association.

1405   **ARTICLE 11**  
1406   **COMPLIANCE AND DEFAULT**

1407                 **Article 11.1 Relief.** Each Owner shall be governed by, and shall comply with, all of the  
1408 terms of the Association Documents and the Rules and Regulations as they may be amended from  
1409 time to time. A default by an Owner shall entitle the Association, acting through its Board of  
1410 Directors or through the ~~M~~anaging ~~A~~gent ~~G~~eneral Manager, to the following relief.

1411                   i.       **Additional Liability.** Subject to the Due Process provided in Section 11.1(viii)  
1412 of this Article, each Owner shall be liable to the association ~~or to any affected Owner~~ for the expense of  
1413 all Upkeep, rendered necessary by such Owner's act or omission or regardless of neglect or culpability  
1414 but only to the extent that such expense is not covered by the proceeds of insurance carried by the  
1415 Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by  
1416 use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein,  
1417 however, shall be construed as modifying any waiver by any insurance company of its rights of  
1418 subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to  
1419 comply with the Association Documents or the Rules and Regulations by any Owner may be assessed  
1420 against such Owner's Lot. If a new Owner does not give the General Manager/Managing Agent  
1421 ~~secretary~~ written notice stating the name and address of the new Owner and the number or address of  
1422 the Lot within thirty ~~(30)~~ days after acquiring title to such Lot, pursuant to Article 3.2 hereof, then  
1423 reasonable record-keeping costs incurred by the Association, as determined by the Board of Directors,  
1424 may be assessed against such Owner. The Board may set or change the amount of such assessment  
1425 from time to time. Such assessment (including attorney fees, costs of suit and interest as provided in  
1426 Article 11.1(iii) below) shall be a lien against such Owner's Lot as provided in Article 11.2 hereof.

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1427           ii.     **No Waiver of Rights.** The failure of the Association, the Board of Directors or  
1428 an Owner to enforce any right, provision, covenant or condition which may be granted by the  
1429 Association Documents shall not constitute a waiver of the right of the Association, the Board or any  
1430 Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and  
1431 privileges granted to the Association, the Board of Directors or any Owner pursuant to any term,  
1432 provision, covenant or condition of the Association Documents shall be deemed to be cumulative and  
1433 the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor  
1434 shall it preclude the party exercising the same from exercising such other privileges as may be granted to  
1435 such party by the Association Documents, the Maryland Homeowners Association Act or at law or in  
1436 equity.

1437           iii.     **Interest, Costs and Expenses.** If a default by any Owner in paying any sum  
1438 assessed against such Owner's Lot continues for a period in excess of fifteen (15) days, interest from the  
1439 due date at a rate not to exceed the maximum permissible interest rate which may be charged under the  
1440 Maryland Contract Lien Act or if no maximum is therein established, eighteen percent (18%) per annum,  
1441 on the principal amount unpaid from the date due until paid will be owed. In addition, the Association  
1442 shall have the right to recover from such Owner any costs of suit and reasonable attorney fees.

1443           iv.     **Abating and Enjoining Violations.** The violation of any of the Rules and  
1444 Regulations adopted by the Board of Directors or the breach of any other provision of the Association  
1445 Documents shall give the Board of Directors the right, in addition to any other rights set forth in the  
1446 Association Documents: (a) to enter the portion of the Property (excluding any occupied dwelling) on  
1447 which, or as to which, such violation or breach exists and summarily to abate and remove, at the  
1448 expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to  
1449 the intent and meaning of the provisions of the Association Documents or the Rules and Regulations,  
1450 and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to  
1451 enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of  
1452 any such breach; provided, however, that before any construction may be altered or demolished  
1453 (except in emergencies) judicial proceedings shall be instituted. The Board of Directors shall follow  
1454 the due process procedures set forth in this Article 11.

1455           v.     **Legal Proceedings.** Failure to comply with any of the terms of the Association  
1456 Documents or the Rules and Regulations shall be grounds for relief, including without limitation an  
1457 action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment  
1458 of all assessments, any other relief provided for in the Association Documents and any other relief  
1459 afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the  
1460 Board of Directors, the General Manager/Managing Agent or, if appropriate, by any aggrieved  
1461 Owner ~~or Member~~ and shall not constitute an election of remedies. In any proceeding by the  
1462 Association, or by an Owner, to enforce any restriction, condition, covenant reservation, easement,  
1463 lien, rule or charge now or hereafter duly imposed, such party shall be entitled to recover its costs  
1464 and reasonable attorney's fees arising from any enforcement action against an Owner and  
1465 ~~provided that the plaintiff Association, or plaintiff Owner, prevails, such party shall be entitled to an~~

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1466 ~~award of its reasonable attorney's fees, litigation costs, and expenses incurred in prosecuting the~~  
 1467 ~~proceeding.~~

1468 vi. **Other Remedies.** The Board of Directors may suspend Member's voting rights  
 1469 pursuant to the Bylaws. The Board may also suspend the right of an Owner or other resident lawfully  
 1470 occupying a Lot, and the right of such Person's household, guests, employees, customers, tenants, agents  
 1471 and invitees, to use the Common Area; provided, however, that the Association shall not suspend the right  
 1472 to use the Common Area for necessary, ordinary and reasonable pedestrian ingress and egress to and from  
 1473 such Owner's Lot, or to suspend any easement over the Common Area for storm water drainage,  
 1474 electricity, water, sanitary sewer, natural gas, television reception, telephone service or similar utilities and  
 1475 services to the Lots.

1476  
 1477 vii. **Charges and Suspension of Rights.** The Board of Directors or its designee  
 1478 has the power to impose charges against and suspend the right of an Owner to vote in the Association  
 1479 or other rights (pursuant to the Bylaws and this Article) in the case of an Owner found to be  
 1480 responsible for a violation of the Association Documents or the Rules and Regulations. Except for the  
 1481 suspension for non-payment of assessments of voting rights and the right to use the Common Area, no  
 1482 such penalty shall be imposed until the Person charged with such a violation has been given notice and  
 1483 an opportunity for a hearing as set forth in below, ~~and such suspension shall be for a maximum of sixty~~  
 1484 ~~(60) days per infraction.~~ The Board or Covenants Committee may deliberate privately, but shall either  
 1485 announce its decision in the presence of the respondent or give the respondent notice thereof. Charges  
 1486 may not exceed ~~Fifty-One Hundred Dollars (\$10050.00)~~ for each violation, or ~~Twenty-Ten Dollars~~  
 1487 ~~(\$2010.00)~~ per day for each violation of a continuing nature ~~within a twelve month period~~ for each  
 1488 Owner or such greater amounts as may be allowed under applicable law. No charge may be imposed  
 1489 for failure to pay an assessment except as otherwise provided in the Declaration. Charges are  
 1490 individual assessments against the Owner and such Owner's Lot and shall be collectible as such and  
 1491 shall also constitute a lien against a Lot in accordance with Article 11.2 hereof to the extent  
 1492 permissible under Maryland law.

1493  
 1494 viii. **Due Process.** The Board of Directors or the Covenants  
 1495 Committee, before imposing any charge or before taking any action affecting one or more  
 1496 specific Owners shall afford such Person the following basic due process rights:

1497 a. **Notice.** The respondent shall be afforded prior written notice of any  
 1498 action (except when an emergency requires immediate action) and, if notice is of default or violation, an  
 1499 opportunity to cure which is reasonable under the circumstances, prior to the imposition of any  
 1500 sanction. The notice shall also state that the respondent is entitled to a hearing. Notice of any hearing  
 1501 shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Owner  
 1502 at such Owner's address of record with the Association at least fourteen (14) days prior to such hearing,  
 1503 in accordance with the Bylaws.

1504 b. **Hearing.** Each Person so appearing shall have the right to be  
 1505 represented by such Person's counsel, at such Person's own expense at any such hearing.

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1506                           c.     Appeal. Upon receipt of a written request therefor made within ten  
1507 days after the date of an action by the Covenants Committee, the Board of Directors may afford an  
1508 Owner the right to appeal to the Board, and the Board may modify or reverse any action taken by the  
1509 Covenants Committee based upon the Powers and limitations outlined in Article 9.1.

1510                           d.     Fairness. The Board of Directors and the Covenants Committee shall  
1511 treat all Persons equitably, based upon decision-making procedures, standards and guidelines which shall  
1512 be applied to all Persons consistently.

1513

1514                           **Article 11.2 Lien for Assessments.**

1515                           i.     Lien. The total annual assessment of each Owner for Common Expenses,  
1516 including any additional or special assessment, any individual assessment or any other sum duly levied  
1517 (including without limitation charges, interest, late charges, charges under contract, etc.), made pursuant  
1518 to the Association Documents, is hereby declared to be a lien levied against any Lot owned by any  
1519 Owner. Any such liens and charges not paid when due shall thereafter accrue interest at a rate not to  
1520 exceed the maximum permissible interest rate which may be charged under the Maryland Contract Lien  
1521 Act or if no maximum is therein established eighteen percent (18%) per annum, on the principal amount  
1522 unpaid from the date due until paid. Until fully paid and satisfied, the lien shall apply to and encumber all  
1523 of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment  
1524 was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from  
1525 the time such Owner becomes the Owner thereof. With respect to annual assessments, the lien is  
1526 effective on the first day of each fiscal year of the Association and, as to additional assessments,  
1527 individual assessments and other sums duly levied, on the first day of the next payment period which  
1528 begins more than ten days after the date of notice to the Owner of such additional assessment, individual  
1529 assessment or levy. The Board of Directors or the ~~M~~anaging ~~A~~gent may file or record such other or  
1530 further notice of any such lien, or such other or further document, as may be required to confirm the  
1531 establishment and priority of such lien. The lien created by this Article 11.2 shall be prior to all liens and  
1532 encumbrances hereafter recorded except Mortgages, real estate taxes and other charges levied by  
1533 governmental authority and made superior by law. The personal obligation of the Owner to pay such  
1534 assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money  
1535 judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be  
1536 maintained without foreclosing or waiving the lien herein created to secure the same.

1537                           ii.    Acceleration. In any case where an assessment against an Owner is payable in  
1538 installments, upon a default by such Owner in the timely payment of any two consecutive installments,  
1539 the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at  
1540 the option of the Board of Directors, and the entire balance of the assessment may be declared due and  
1541 payable in full by the service of notice to such effect upon the defaulting Owner.

1542                           iii.   Enforcement. The lien for assessments may be enforced and foreclosed in any  
1543 manner permitted by the Maryland Contract Lien or any other provision of relevant law. The



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1544 Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire,  
 1545 hold, lease, mortgage, convey or otherwise deal with such Lot.

1546 **iv. Remedies Cumulative.** A suit to recover a money judgment for unpaid  
 1547 assessments may be maintained without foreclosing or waiving the lien securing the same, and a  
 1548 foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

1549 **Article 11.3 Subordination and Mortgagee Protection.** Except as otherwise provided by  
 1550 Maryland law, notwithstanding any other provision hereof to the contrary, including without  
 1551 limitation Article 13 hereof, the lien of any assessment levied pursuant to the Association  
 1552 Documents upon any Lot (and any charges, interest on assessments, late charges or the like) shall  
 1553 be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good  
 1554 faith for value received; provided, however, that such subordination shall apply only to  
 1555 assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to  
 1556 foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the  
 1557 holder of the Mortgage or the purchaser of the Lot at such sale from liability for any assessments  
 1558 thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall  
 1559 have the same effect and be enforced in the same manner as provided herein.

1560 **ARTICLE 12**  
 1561 **MORTGAGEE**

1562 ~~**Article 12.1 Notice to Board of Directors.** Upon request, an Owner who mortgages such  
 1563 Owner's Lot shall notify the Board of Directors of the name and address of the Mortgagee. No Mortgagee  
 1564 shall be entitled to any Mortgagee rights under the Association Documents unless such Mortgagee has  
 1565 notified the Board of its address as required by Article 12.2 below and has requested all rights under the  
 1566 Association Documents.~~

1567 **Article 12.2 | Notices to Mortgagees.** Any Mortgagee who desires any notice from the  
 1568 Association shall notify the ~~General Manager/Managing Agent~~ **Secretary** of the Association to that  
 1569 effect by certified or registered United States mail. Any such notice shall contain the name and address  
 1570 (including post office address) of such Mortgagee and the name of the person to whom notices from the  
 1571 Association should be directed. The Board of Directors shall notify Mortgagees of the following:

1572 **i.** Any default of an Owner of a Lot, upon which the Mortgagee has a  
 1573 Mortgage, in paying assessments for Common Expenses (which remains uncured for sixty (60)  
 1574 days) or any other default, simultaneously with the notice sent to the defaulting Owner;

1575 **ii.** Any casualty, loss or condemnation affecting a material portion of the  
 1576 Common Area;

1577  
 1578 **iii.** All actions taken by the Association with respect to reconstruction of the  
 1579 Common Area or a Lot upon which the Mortgagee has a Mortgage;

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1580                   iv. Any termination, lapse or material modification of an insurance policy  
1581 held by the Association;

1582                   v. Any proposal to terminate the Declaration, at least fifty (50) days before  
1583 any action is taken to terminate in accordance with Article 14 hereof; and

1584                   vi. Any proposal to amend materially the Articles of Incorporation, this Declaration  
1585 or the Bylaws, at least ~~thirty (30)~~ twenty days before any action is taken pursuant to Article 13 hereof.

1586                   **Article 12.3 2 Other Rights of Mortgagees.** All Mortgagees or their representatives shall have  
1587 the additional right to request to receive notice of and to attend and to speak at meetings of the  
1588 Association. All such Mortgagees shall have the right to examine the Association Documents and  
1589 books and records of the Association and to require the submission of annual financial reports and other  
1590 budgetary information. Any Mortgagee who makes a request shall be entitled to the financial statement,  
1591 when available, for the preceding fiscal year of the Association. After fourteen (14) days’ notice to the  
1592 Association, a Mortgagee may (but shall never be required to), jointly or singly, pay taxes or other  
1593 charges levied against the Common Area and may pay overdue premiums or hazard insurance policies  
1594 or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The  
1595 Mortgagee or Mortgagees giving such notice and making such payments shall be reimbursed by the  
1596 Association.

1597   **ARTICLE 13**  
1598   **AMENDMENT; EXTRAORDINARY ACTIONS**

1599                   **Article 13.1 Amendment by the Declarant.** During the Development Period, the Declarant  
1600 may unilaterally amend any provision of this Declaration to: (i) make this Declaration or the Property  
1601 comply with the any applicable laws now or hereafter enacted, as the same may be amended from time  
1602 to time; (ii) make any corrections in the description of the Property, including that shown on ~~Exhibit 1~~  
1603 or to correct or cure any errors, ambiguities, inconsistencies or conflicts in or among this Declaration,  
1604 the Bylaws or the Articles; (iii) satisfy the requirements of the Federal Home Loan Mortgage  
1605 Corporation, the Federal National Mortgage Association, the Federal Housing Administration, the  
1606 Veterans Administration, the Farmers Home Administration or other governmental or quasi-  
1607 governmental entities, with respect to their purchase, guaranty or insurance of mortgage loans secured  
1608 by Lots; (iv) make non-material changes; (v) satisfy the requirements of any government, governmental  
1609 agency or mortgagee; (vi) relocate boundary lines between the Common Area and any Lots or among  
1610 any Lots; provided, however, that such relocation does not materially and adversely affect any Owner  
1611 other than the Declarant and that such relocation is reflected in an approved resubdivision (or boundary  
1612 line adjustment) of all or any part of the Property; and (g) add all or any portion of the Additional Phases  
1613 in accordance with Article 2.1 hereof. Notwithstanding the foregoing or any other provision of this  
1614 Declaration or the other Association Documents, the Association may not amend the provisions of  
1615 Article 8.1 of this Declaration without the prior written consent of the Town and Queen Anne’s County.

1616                   **Article 13.12 Amendment by the Association.**



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1617           i.           The Association may amend this Declaration by the affirmative vote, whether in  
1618 person or by proxy, of lot owners in good standing having at least 60% of the votes in the Association. ~~at~~  
1619 ~~least a seventy-five percent (75%) vote of the Members of each Class or with the written approval of~~  
1620 ~~Members entitled to cast at least seventy-five percent (75%) of the total number of votes of both classes of~~  
1621 ~~Members added together. Prior to the expiration of the Declarant Control Period no amendment of this~~  
1622 ~~Declaration or the Bylaws altering or eliminating any rights, benefits, privileges of the Declarant is~~  
1623 ~~permitted without the written consent of the Declarant.~~

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1625           ii.           An amendment by the Association shall not be effective until certified by the  
1626 President as to compliance with the procedures set forth in this Article, executed and acknowledged by  
1627 the President and Secretary of the Association, and recorded among the Land Records. Any procedural  
1628 challenge to an amendment must be made within three (3) months after recordation.

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1630           iii.          No amendment may be made to this Declaration which would conflict with or  
1631 adversely affect the Town under all Public Works Agreements executed and recorded with respect to or  
1632 affecting the Property.

1633           iv.          ~~No amendment may be made to Article 8.1 of this Declaration without the prior~~  
1634 ~~written consent of the Town and Queen Anne's County.~~ Notwithstanding the foregoing or any other  
1635 provision of this Declaration or the other Association Documents, the Association may not amend the  
1636 provisions of Article 8.1 of this Declaration without the prior written consent of the Town and Queen  
1637 Anne's County.

1638           **Article 13.23 Prerequisites.** Written notice of any proposed amendment by the Association  
1639 shall be sent to every Owner at least ~~thirty (30)~~ ~~fifteen (15)~~ days before any action is taken. No  
1640 amendment shall increase financial obligations of an Owner in a discriminatory manner. ~~or further~~  
1641 ~~restrict development on existing Lots. No amendment to the Declaration shall diminish or impair the~~  
1642 ~~rights of the Declarant under the Declaration without the prior written consent of the Declarant. No~~  
1643 ~~amendment shall modify or delete any provision of this Declaration required by subdivision approval~~  
1644 ~~conditions applicable to the Property. No amendment may modify this Article or the rights of any~~  
1645 ~~Person hereunder.~~

1646           Except as specifically provided in the Declaration, no provision of the Declaration shall be  
1647 construed to grant to any Owner or to any other Person any priority over any rights of  
1648 Mortgagees.

1649           **Article 13.34 Extraordinary Actions of the Association.** The provisions of this Article 13 shall  
1650 not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where  
1651 a larger percentage vote is required by the Maryland Homeowners Association Act or other provisions of  
1652 the Association Documents. ~~The provisions of this Article 13 shall not affect the rights of the Declarant~~  
1653 ~~to make unilateral amendments to the Declaration where such rights have been granted by other~~  
1654 ~~Articles of this Declaration.~~

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1655 i. Majority Vote Approval of Mortgagees. Unless ~~at least~~ more than sixty  
1656 ~~fifty-one~~ percent (~~60~~ ~~51~~%) of the Mortgagees and Members entitled to cast ~~at least seventy-five percent~~  
1657 ~~(75%) of the total number of~~ votes, ~~including a majority of the votes entitled to be cast by Owners other~~  
1658 ~~than the Declarant,~~ have given their approval, the Association shall not by act or omission: (a) terminate  
1659 the Declaration or dissolve the Association; (b) fail to employ professional management if professional  
1660 management has been previously required by the Association Documents or a Mortgagee; (c) seek to  
1661 abandon, partition, subdivide, encumber, sell or transfer the Common Area owned in fee simple by the  
1662 Association (except for the granting of easements for utilities or other purposes consistent with the  
1663 intended use of such Common Area and the adjustment of boundary lines pursuant to Article 4.46  
1664 hereof); (d) add, change the method of determining the obligations, assessments or other charges which  
1665 may be levied against an Owner; (e) add, change, waive or abandon any scheme of regulations, or  
1666 enforcement thereof, pertaining to the architectural design or exterior appearance or maintenance of Lots,  
1667 the maintenance of any fences, walkways or driveways in the Common Area, or the Upkeep of lawns and  
1668 plantings on the Property; (f) fail to maintain fire and extended coverage on insurable Common Area on a  
1669 current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value  
1670 (based on current replacement cost), in accordance with Article 10. 2 hereof; (g) use hazard insurance  
1671 proceeds for losses to the Common Area for any purpose other than repair, replacement or restoration of  
1672 such Common Area substantially in accordance with the Association Documents and the original plans  
1673 and specifications; or (h) add or amend any material provisions of the Association Documents which  
1674 establish, provide for, govern or regulate any of the following: (1i) voting; (2ii) assessments, assessment  
1675 liens or subordination of such liens; (3 iii) reserves for maintenance, repair and replacement of the  
1676 Common Area; (4iv) insurance or fidelity bonds; (5v) reallocation of interests in or rights to use of the  
1677 Common Area; (6vi) maintenance responsibility; (7vii) redefinition of the boundaries of Lots; (8viii)  
1678 leasing of Lots; (9ix) imposition of any right of first refusal or similar restriction on the right of an Owner  
1679 to sell, transfer, or otherwise convey such Owner's Lot; (10x) expansion or contraction of the Property or  
1680 the addition, annexation or withdrawal of real estate to or from the Property; (11xi) convertibility of Lots  
1681 into Common Area or vice versa; (12xii) restoration or repair of the Property after damage or partial  
1682 condemnation in a manner other than that specified in the Association Documents; or (13xiii) any  
1683 provisions which are for the express benefit of Mortgagees.

1684 ii. Presumptive Approval. A Mortgagee who is notified of proposed amendments  
1685 by certified or registered United States Mail, return receipt requested, and who does not deliver or post to  
1686 the requesting party a negative response within thirty (30) days shall be deemed to have approved such  
1687 amendments. Approval by a Mortgagee also includes the issuance of written approval or any written  
1688 waiver or a formal letter stating "no objection."

1689 iii. Non-Material Amendments. Any addition or amendment to the  
1690 Association Documents shall not be considered material if it is for the purpose of correcting  
1691 technical errors or for clarification only.

1692 iv. Veterans Administration and Federal Housing Administration Consent.  
1693 When a Veterans Administration guarantee is in effect on a Mortgage, without the consent of the  
1694 Veterans Administration, or when Federal Housing Administration insurance is in effect on a



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1695 Mortgage, without the consent of the Federal Housing Administration; the Association may not  
1696 undertake: ~~(a) the Declarant may not amend the description of Additional Phases or participate in an~~  
1697 ~~Association vote to amend the description of Additional Phases other than to correct typographical~~  
1698 ~~errors; (b) the Association may not submit to this Declaration any real estate other than Additional~~  
1699 ~~Phases (ae)~~ the merger and/or consolidation and/or dissolution of the Association ~~(bd)~~ the  
1700 mortgaging of the Common Area or any part thereof ~~(ce)~~ the amendment of this Declaration. ~~The~~  
1701 ~~Association may not take any action described in Articles 13.4(1) during the Declarant Control~~  
1702 ~~Period.~~ This Article shall apply only for so long as a Lot within the Property is encumbered by a  
1703 mortgage guaranteed by the Veterans Administration or insured by the Federal Housing  
1704 Administration.

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**ARTICLE 14**  
**TERMINATION**

1707 **Article 14.1 Termination by the Association.** Subject to Article 13.34 hereof, the Association  
1708 may terminate this Declaration only by a vote of the Members entitled to cast at least one hundred  
1709 percent (100%) of the total number of votes as certified by the President or with the written approval of  
1710 Members entitled to cast one hundred percent (100%) of the total number of votes and the written  
1711 consent of the governing body of the Town. In either case the termination shall not be effective until  
1712 certified by the President as to compliance with the procedures set forth in this Article, executed and  
1713 acknowledged by the President and Secretary of the Association and recorded among the Land Records.

1714 **Article 14.2 Prerequisites.** Written notice of the proposed termination shall be sent to every  
1715 Owner and Mortgagee at least fifty (50) days before any action is taken. ~~The Declaration may not be~~  
1716 ~~terminated during the Development Period without the prior written consent of the Declarant.~~ A  
1717 termination must be approved by the Town. Such termination shall not affect any permanent easements  
1718 or other permanent rights or interests relating to the Common Area created by or pursuant to the  
1719 Association Documents. To the extent necessary, the termination agreement shall provide for the  
1720 transfer or assignment of the easements, rights or interests granted to the Association herein to a  
1721 successor entity which is assuming the Association's maintenance and regulatory responsibilities. Any  
1722 lien which has arisen pursuant to the provisions of the Declaration shall remain in full force and effect  
1723 despite termination of the Declaration until the amounts secured thereby are paid in full.

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1725 **[Verification and execution forms will be added after finalized amendments**  
1726 **are approved by the membership]**

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EXHIBIT 1

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Being a part of that same land and premises as was conveyed by deed dated April 25, 2003 from Nicholas Irwin Wood and Jean S. Wood, husband and wife to Waterford Centreville, LLC, a Maryland limited liability company and recorded in Liber 1070 at page 217 among the land records of Queen Anne's County, Maryland and containing 139.767 acres, more or less (Parcel 1) the description of which is incorporated herein by reference as if set forth in full.

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**EXHIBIT 2**

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Being a part of the land described on Exhibit 1 and described as Phase 1 as shown on a Major

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Subdivision of Symphony Village and recorded in the land records of Queen Anne's County,

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Maryland in Plat Book 33 at Plats numbered 6-A through 6-U, inclusive.

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~~The foregoing property includes~~

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

**ARTICLE ~~1~~ 1**

**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~~ 100 Symphony Way, Centreville, Maryland 21617, 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 1.4. Prior Amendments.** These Amended and Restated Bylaws shall supersede any prior Bylaws or amendments to the Bylaws of the corporation, wherever recorded.

**ARTICLE ~~2~~ 2**  
**Definitions**

**Article 2.1. "Association"** shall mean and refer to Symphony Village at Centreville Homeowners Association, Inc., a Maryland non-stock, non-profit 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.



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**ARTICLE III 3**  
**Meeting of Members**

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**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~~ on the first Wednesday of December of each year, if not a legal holiday, or non-business day, otherwise on the following business day.

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**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.

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**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) ~~but not more than ninety (90)~~ 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.

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**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.

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**Article 3.5. Quorum.** The presence at a ~~special or annual~~ ~~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 the~~ 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 Annotated Code. Corporations and Associations Code Article 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 (15) 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.

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71           **Article 3.6. Roster of Membership.** The ~~Board~~-Association shall maintain a current roster  
72 of the names and addresses, including email addresses, of each Member to which written notice of  
73 meetings of the Members of the Association shall be sent. Delivery shall be by United States Postal  
74 Service, or electronically, at the discretion of the Board, and pursuant to State law. ~~Each~~-All Members  
75 shall furnish the ~~Board~~-Managing Agent/General Manager with ~~their~~ ~~his~~ name and current United  
76 States Postal Service mailing address and ~~his~~ email address, and must keep such information current  
77 in the business records of the Association.

78           **Article 3.7. Voting.** At every meeting of the Members, ~~Class A~~ Members shall have the  
79 right to cast one (1) vote for each Lot owned on each question. The vote of the Members  
80 representing ~~more than~~ fifty-~~one~~ percent (540%) of the total of the eligible votes of the Membership  
81 present at the meeting, in person or by proxy, shall be necessary to decide any question brought  
82 before such meeting, unless the question is one upon which, by the express provision of a law, the  
83 Articles, the Declaration, or these Bylaws, a different vote is required, in which case such express  
84 provision shall govern and control. Where the ownership of a Lot is in two or more persons, said  
85 vote may be cast by any one of said Members. However, in the event of a dispute as to who can  
86 vote with respect to that Lot on any particular question, then such vote shall not be counted for  
87 purposes of deciding that question. ~~Excluding the Declarant, in~~ In the event any Lot is owned by a  
88 corporation, then the vote for any such Lot shall be cast by a person designated in a certificate  
89 signed by the President or any Vice President of such corporation and attested by the Secretary or  
90 any Assistant Secretary of such corporation and filed with the Secretary of the Association. Any  
91 such certificate shall remain valid until revoked or superseded in writing. The vote for any  
92 Membership which is owned by a trust or partnership may be exercised by any trustee or partner  
93 thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner  
94 is noted at such meeting, the person presiding at such meeting shall have no duty to inquire as to the  
95 authority of the person casting such vote or votes.

96           **Article 3.8. Suspension of Voting Privileges.** No Member shall be eligible to vote,  
97 either in person or by proxy, or to be elected to or serve on the Board, who is shown on the  
98 books or management accounts of the Association to be more than ~~thirty~~ ~~ninety~~ (30 90) days  
99 delinquent in any payment due to the Association.

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

107           **Article 3.10. Votes by Mail or Electronic Transmission.** Action may be taken by the  
108 Members upon a stated proposal or for the election of directors without a meeting upon a vote of the  
109 Members by mail, or by electronic transmission as permitted by law, in accordance with such  
110 reasonable procedures therefor as the Board shall prescribe and under its supervision.

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**ARTICLE IV 4**  
**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 Directors consisting of not less than three (3) and no more than ~~of five (5) directors~~ persons, all of whom shall be Members of the Association. Directors shall be not less than ~~55~~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 three terms will expire the third year.~~ At each annual meeting of the Members an election shall be held to elect directors. Each director shall be elected for a term of two (2) years. It is expected that terms will be staggered, such that two (2) or three (3) terms will expire each year. A vacancy in the Board of Directors shall be filled by special election at a Meeting of the Members in all cases where said vacancy occurs with more than six (6) months remaining in the term of that Director. If the vacancy occurs with less than six (6) months remaining in the term of that Director or if the Association fails to obtain a quorum for an election at a Meeting of the Members, the vacancy shall be filled at the discretion of the remaining Directors. A Director so elected or appointed shall serve the balance of the original term until their successor is elected or appointed and qualified.

**Article 4.3. Removal.** At any regular, or special meeting of the Members called for such purpose, any ~~D~~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 ~~D~~director shall be given a reasonable opportunity to address the Members at such meeting. In the event of death, resignation or removal of a ~~D~~director by vote or by operation of law, said Director ~~his successor~~ shall promptly be replaced according to the procedure outlined in Article 4.2 ~~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 ~~D~~director who has three consecutive unexcused absences from the Board may be removed by majority vote of the remaining ~~D~~directors and replaced by his or her successor according to the procedure outlined in Article 4.2 ~~appointed to serve for the unexpired term.~~ A ~~D~~director who is more than ninety ~~30~~ (90) days delinquent in the payment of any assessment shall not be ~~eligible to continue~~ permitted to participate as a ~~D~~director until such delinquency is cured. The delinquency must be cured within fifteen (15) days of notice being delivered to the Director. If the delinquency is not cured, the delinquent Director may be removed and replaced by vote of the other Directors according to the procedure in Article 4.2. ~~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~~



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151 ~~terminated and cannot be revived.~~ If a member of the Board of Directors resigns, they cannot run  
 152 again for an elected office in the Association until their original term would have ended.

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

156 **Article 4.5. Action Taken Without a Meeting.** Meetings of the Directors shall be held in  
 157 open session and after reasonable notice of the time, place and date is provided to the Membership. ~~It~~  
 158 ~~is anticipated that those~~ Members wishing to attend any Board meeting shall attempt to notify the  
 159 President or Secretary of the Board, or the managing agent, in advance of the meeting in order to  
 160 assure sufficient space is available to accommodate any Member wishing to attend. In the event of  
 161 exigent circumstances, or as determined appropriate and in compliance with State law, the Directors  
 162 shall have the right to take any action in the absence of a meeting which they could take at a  
 163 meeting by obtaining the unanimous written approval, including email, of a majority of the  
 164 Directors. Any action so approved shall have the same effect as though taken at a meeting of the  
 165 Directors. Any such action taken shall be included in the minutes of the next regular meeting ~~along~~  
 166 ~~with the written approvals for the meeting by a majority of the directors~~ and the vote shall be  
 167 ratified.

168 **ARTICLE 5**  
 169 **Nomination and Election of Directors**

170 **Article 5.1. Nomination.** Nomination for election to the Board of Directors may be made  
 171 by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or  
 172 by any other reasonable method. Any Nominating Committee shall consist of ~~a Chairman, who shall~~  
 173 ~~be a member of the Board of Directors, and three~~ ~~two~~ (32) or more Members of the Association in  
 174 good standing. Any Nominating Committee shall be appointed by the Board of Directors. The  
 175 Nominating Committee shall make ~~as many~~ nominations for election to the Board of Directors ~~as it~~  
 176 ~~shall in its discretion determine but not less than the number of vacancies that are to be filled~~ of every  
 177 qualified applicant who timely requests nomination. If the number of candidates is less than the  
 178 number of vacancies that are to be filled, the Nominating Committee shall send an additional call for  
 179 candidates.

180 **Article 5.2. Election.** Election to the Board of Directors shall be by written ballot. At  
 181 such election, the Members or their proxies may cast, in respect to each vacancy, one vote for each  
 182 Lot owned. The persons receiving the largest number of votes shall be elected. Cumulative voting is  
 183 not permitted. At the discretion of the Board of Directors, the results of the vote shall remain in the  
 184 custody of the ~~Association~~ Managing Agent/General Manager and shall not be made public at the  
 185 meeting. In the event a Member wishes to view the results, the ~~Association~~ Managing Agent/General  
 186 Manager shall provide access to the ~~business records~~ vote tally in a private setting and pursuant to the  
 187 Maryland Homeowners Association Act Maryland Real Code, Real Property Article, 11B-101 et  
 188 seq. as the same may be amended from time to time. If, in any election to the Board of Directors  
 189 there is a tie vote for a greater number of candidates than there are current vacancies, the following



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190 procedure shall be employed: (1) all votes are verified; (2) the tying candidates are queried for a  
 191 possible withdrawal; then, (3) if the tied candidates agree, request the Board Secretary break the tie  
 192 by using a form of selection where the outcome is determined in a random manner – rolling of dice,  
 193 coin toss, pull a name out of a bowl, etc. If no resolution is reached, a runoff election shall be held  
 194 between only the remaining tied candidates.

195 **ARTICLE VI 6**  
 196 **Meeting of Directors**

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

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

206 **Article 6.3. Waiver of Notice.** Waiver of notice of a meeting of the Board of Directors  
 207 shall be deemed the equivalent of proper notice. Any ~~D~~director may, in writing, waive notice of any  
 208 meeting of the Board, either before or after such meeting. Attendance at a meeting by a ~~D~~directors  
 209 shall be deemed a waiver by such ~~D~~director of notice of the time, date, and place thereof, unless  
 210 such ~~D~~director specifically objects to lack of proper notice at the time the meeting is called to  
 211 order.

212 **Article 6.4. Quorum.** A majority of the total number of Directors shall constitute a quorum  
 213 for the transaction of business. Every act or decision done or made by a majority of the ~~D~~directors  
 214 present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

215 **ARTICLE VII 7**  
 216 **Powers and Duties of the Board of Directors**

217 **Article 7.1. Powers.** The Board of Directors shall have all the powers and duties of a  
 218 Board of Directors of a Maryland corporation, and all powers and duties necessary for the  
 219 administration of the affairs of the Association, and may do all such acts and things as are not by law,  
 220 the Declaration, Articles, or by these Bylaws directed to be done by the Members. In addition to or in  
 221 furtherance of the powers provided in the Declaration, the Board of Directors shall have power to:

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

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- 225 (b) Suspend any Membership right for cause; and
- 226 (c) Pursuant to the provision of Declaration Articles 5.5 and 11.1, ~~S~~suspend the  
227 voting rights and right to use ~~of~~ any recreational facility, or ~~of~~ the common area parking, of a  
228 Member, his ~~or her~~ family, tenants or guests, during any period in which such Member shall be in  
229 default in the payment of any assessment or other charge levied by the Association for ~~ninety (90)~~ ~~30~~  
230 days or more. Such rights may also be suspended after notice and hearing, for a period not to exceed  
231 sixty (60) days for infraction of published Rules and Regulations, except that violation of rules that  
232 may result in a threat to the health, safety or welfare of persons or property shall result in  
233 immediate suspension; and
- 234 ~~(d) Exercise for the Association all powers, duties and authority vested in or~~  
235 ~~delegated to this Association and not reserved to the Membership by other~~  
236 ~~provisions of these Bylaws, the Articles of Incorporation or the Declaration; and~~
- 237 (d) ~~(e) To~~ Regulate, control and designate parking upon the common areas; and
- 238 (c) ~~(f)~~ Declare the office of a Member of the Board of Directors to be vacant in  
239 the event such Member shall be absent from three (3) consecutive regular meetings of the Board  
240 of Directors; and
- 241 (f) ~~(g) To~~ Elect and remove at the pleasure of the Board, all officers of the  
242 Association, and require of them such security or fidelity bond as may be necessary or deemed  
243 appropriate by the Board. ~~Such~~ , such bond to be at the expense of the Association; and
- 244 ~~(h) — To authorize, in their sole and exclusive discretion, patronage refunds~~  
245 ~~from residual receipts when surplus is reflected in annual receipts; and~~
- 246 (g) ~~(i)~~ Employ a General Manager and/or management company, an attorney, an  
247 auditor, other independent contractors, and such other employees as they deem necessary or  
248 appropriate, and to prescribe their duties. Any agreement entered into by the Association for  
249 management shall provide, inter alia, that such agreement may be terminated for cause by either  
250 party upon thirty (30) days' written notice thereof to the other party, ~~or without cause on ninety (90)~~  
251 ~~days' written notice~~. The term of any such management agreement shall not exceed one year,  
252 provided, however, that the term of such management agreement may be renewable by mutual  
253 agreement of the parties for successive one-year periods; and
- 254 (h) ~~(j) — To~~ impose a late charge not to exceed the greater of \$15.00 or one-tenth of  
255 the total amount of any delinquent assessment or installment, or the maximum permitted by law,  
256 whichever is greater, for any assessment or charge not paid within fifteen days of the due date; and
- 257 (i) Act as attorney-in-fact for the owners of all of the Lots in the Association,  
258 and for each of them, to manage, control, and deal with the interests of such owners in the  
259 common areas of the Association so as to permit the Association to fulfill all of its powers.

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260 functions, and duties under the provisions of the Maryland Homeowners Association Act  
 261 Maryland Real Code, Real Property Article, 11B-101 et seq. as the same may be amended from time  
 262 to time, the Articles of Incorporation, the Declaration, and the Bylaws, and to exercise all of its  
 263 rights thereunder and to deal with the Association upon its destruction and/or the proceeds of any  
 264 insurance indemnity as hereinafter provided. The foregoing shall be deemed to be a power of  
 265 attorney coupled with an interest and the acceptance by any person or entity of any interest in  
 266 any Lot shall constitute an appointment of the Association as attorney-in-fact as aforesaid: and

267 (j) Borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all  
 268 of the Association's real or personal property as security for money borrowed or debts incurred;  
 269 and

270 (k) Exercise for the Association all powers, duties, and authority vested in or  
 271 delegated to this Association and not reserved to the Membership by other provisions of these  
 272 Bylaws, the Articles of Incorporation, or the Declaration. ~~;~~ ~~and~~

273 **Article 7.2. Duties.** It shall be the duty of the Board of Directors to:

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

278 (b) Supervise all officers, agents and employees of the Association, and to  
 279 see that their duties are properly performed;

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

281 1. Fix the amount of the annual assessment against each Lot at least  
 282 ~~thirty (30)~~ fifteen (15) days in advance of each annual assessment period;

283  
 284 2. Send written notice of each proposed annual budget to the owners  
 285 of each Lot subject thereto at least thirty (30) days in advance of an open meeting wherein the  
 286 budget shall be discussed by Members and voted upon by the Board; and

287  
 288 3. Send written notice of each budget assessment to the owner(s) of each  
 289 Lot subject thereto at least ~~thirty (30)~~ fifteen (15) days in advance of each annual assessment period;  
 290 and

291  
 292 4. Place a lien upon any Lot and foreclose at its discretion the lien  
 293 against any Lot for which assessments are not paid within thirty (30) days after the due date and/or  
 294 bring an action at law against the owner(s) personally obligated to pay the same.

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

299 (e) Procure and maintain; adequate liability and hazard insurance on property  
 300 owned by the Association, adequate Oofficers and Ddirectors indemnity insurance, and fiduciary  
 301 insurance or bonds. Said liability and fiduciary insurance or bonds to be, at a minimum, in amounts  
 302 that will provide immunity from liability to directors, officers and the Association and in amounts as  
 303 required pursuant to Maryland law and in any event not less than three (3) months' worth of gross  
 304 annual Association fees plus the total amount held in all investment accounts at the time the fidelity  
 305 insurance is issued; (a copy of the fidelity insurance policy or bond shall be included in the books and  
 306 records kept and made available by or on behalf of the Association);

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

309 (g) Cause the Association Property to be maintained;

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

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

315 **ARTICLE VIII 8**  
 316 **Officers and Their Duties**

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

321 **Article 8.2. Election of Officers.** The election of Oofficers shall be by the Ddirectors  
 322 and take place at the first meeting of the Board of Directors following the annual meeting of the  
 323 Members.

324 **Article 8.3. Term.** The Oofficers of this Association shall be elected annually by the Board  
 325 and each shall hold office for one (1) year or until his or her successor is elected and has qualified,  
 326 unless he or she shall sooner resign, or shall be removed by majority vote of the directors, or  
 327 otherwise disqualified to serve.  
 328

329 **Article 8.4. Special Appointments.** The Board may elect such other officers as the affairs  
 330



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331 of the Association may require, each of whom shall hold office for such period, have such authority,  
 332 and perform such duties as the Board may, from time to time, determine.  
 333

334 **Article 8.5. Resignation and Removal.** Any officer may be removed from office with  
 335 or without cause by the Board. Any officer may resign at any time giving written notice to the  
 336 Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of  
 337 such notice or at any later time specified therein, and unless otherwise specified therein, the  
 338 acceptance of such resignation shall not be necessary to make it effective.  
 339

340 **Article 8.6. Vacancies.** A ~~V~~vacancy ~~in any office may be filled by appointment by the~~  
 341 ~~Board. The officer appointed to such vacancy shall serve for the remainder of the term of the~~  
 342 ~~officer replaced~~ in the Board of Directors shall be filled by special election at a Meeting of the  
 343 Members in all cases where the vacancy occurs with more than six (6) months remaining in the  
 344 term of the Director. If the vacancy occurs with less than six (6) months remaining in the term of  
 345 that Director, or if the Association fails to obtain a quorum for an election at a Meeting of the  
 346 Members, the vacancy shall be filled at the discretion of the remaining Directors. A Director so  
 347 elected or appointed shall serve the balance of the original term until their successor is elected  
 348 and qualified.  
 349

350 **Article 8.7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the  
 351 same person. No person shall simultaneously hold more than one of any of the other offices  
 352 except in the case of special offices created pursuant to Article 8.4.

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

354 (a) ~~(1)~~**President:** The President shall be the chief executive officer of the Association  
 355 and shall have all of the general powers and duties which are usually vested in the office of president  
 356 of a Maryland corporation. The President shall preside at all meetings of the Board of Directors and  
 357 the Association; shall see that orders and resolutions of the Board are carried out; shall supervise  
 358 committees formed from among the residents as deemed appropriate from time to time; and shall  
 359 sign all leases, mortgages, and deeds and shall co-sign all promissory notes and certificates of  
 360 deposits.  
 361

362 (b) ~~(2)~~**Vice-President:** The Vice-President shall act in the place and stead of the  
 363 President in the event of his or her absence, inability or refusal to act, and shall exercise and  
 364 discharge such other duties as may be required by the President and/or the Board.  
 365

366 (c) ~~(3)~~**Secretary:** The Secretary shall record the votes and cause to be kept the  
 367 minutes of all meetings and proceedings of the Board and of the Members; keep the corporate  
 368 seal of the Association, if any, and affix it on all papers requiring said seal; cause to be sent  
 369 notice of meetings of the Board and of the Members; cause to be kept appropriate current records  
 370 showing the Members of the Association together with their mailing and electronic addresses,  
 371 and shall perform such other duties as required by the Board.  
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373 (d) ~~(4)~~Treasurer: The Treasurer shall oversee the receipt and deposit in appropriate  
374 bank accounts of all monies of the Association and shall cause disbursement of such funds as  
375 directed by resolution of the Board of Directors; may sign checks and promissory notes of the  
376 Association; cause to be kept proper books of account; cause an annual audit or review of the  
377 Association books to be made by a certified public accountant at the completion of each fiscal year;  
378 and shall cause to be prepared an annual budget and a statement of income and expenditures to be  
379 presented to the Membership, and see that a copy is available for review by each of the Members.

380 **ARTICLE IX 9**  
381 **Indemnification of Officers and Directors**

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

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

400 (b) To the extent that a Director or Officer of the Association has been  
401 successful on the merits or otherwise in defense of any action, suit or proceeding referred to in  
402 paragraph (a) ~~or (b)~~ of this Article IX 9, or in defense of any claim, issue, or matter therein, he ~~or~~  
403 ~~she~~ shall be indemnified against expenses (including attorney's fees) actually and reasonably  
404 incurred by him ~~or her~~ in connection therewith, without the necessity for the determination as to  
405 the standard of conduct as provided in paragraph ( c) of this Article IX 9.

406 (c) Any indemnification under paragraph (a) of this Article IX 9 (unless  
407 ordered by a court) shall be made by the Association only as authorized in the specific case upon a  
408 determination that indemnification of the director or officer is proper in the circumstances because  
409 he ~~or she~~ has met the applicable standard of conduct set forth in paragraph (a) of this Article IX 9.  
410 Such determination shall be made (i) by the Board of Directors of the Association by a majority vote  
411 of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if

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412 such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested Directors so  
413 directs, by independent legal counsel (who may be regular counsel for the Association) in a written  
414 opinion; and any determination so made shall be conclusive.

415 (d) Expenses incurred in defending a civil or criminal action, suit or proceeding  
416 may be paid by the Association in advance of the final disposition of such action, suit or proceeding,  
417 as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Director or  
418 Officer to repay such amount unless it shall ultimately be determined that he or she is entitled to be  
419 indemnified by the Association as authorized in this Article IX 9.

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

423 (f) Any indemnification pursuant to this Article IX 9 shall not be deemed  
424 exclusive of any other rights to which those indemnified may be entitled and shall continue as to  
425 a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs,  
426 executors and administrators of such a person.

427 **ARTICLE X 10**  
428 **Committees**

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

433 **Article 10.2. Covenants Committee.** The Board of Directors may establish a Covenants  
434 Committee, consisting of at least three Persons appointed by the Board, ~~each to serve for a term~~  
435 ~~of from one to three years as may be determined by the Board of Directors~~ and serving at the  
436 pleasure of the Board. If the Board of Directors fails or elects not to appoint a Covenants  
437 Committee, then the Board of Directors shall perform the duties of the Covenants Committee.

438 (a) **Powers of Covenants Committee.** The Covenants Committee shall have all  
439 of the power and authority set forth in the Declaration.  
440

441 (b) **Voting.** A Majority Vote of the Covenants Committee shall be required in order  
442 to take any action except as otherwise provided in the Declaration. The Covenants Committee shall  
443 keep written records of all of its actions. Any action, ruling or decision of the Covenants Committee  
444 may be appealed to the Board of Directors by any party deemed by the Board to have standing as an  
445 aggrieved party, and the Board may modify or reverse any such action, ruling or decision. The  
446 Covenants Committee and the Board of Directors shall have no power to override the recorded  
447 covenants except as may be provided therein.

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

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

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

473 **ARTICLE XI**  
474 **Books and Records**

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

479 **Article 11.2. Time to Make Available.** Unless impractical or impossible, books and  
480 records required to be made available under Article 11.1 of this Article shall first be made available  
481 to a Lot owner no later than 15 business days after the written request to examine or copy the books and  
482 records is received by the President or Secretary of the Board of Directors.

483 **Article 11.3. Financial Statements and Minutes.** If a Lot owner requests in writing a  
484 copy of financial statements of the Association or the minutes of a meeting of the Board of



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485 Directors to be delivered, the Board of Directors shall compile and send the requested  
486 information by mail, electronic transmission, or personal delivery within ~~twenty-one (21)~~ days  
487 after receipt of the written request, if the financial statements or minutes were prepared within  
488 ~~the three (3)~~ years immediately preceding receipt of the request; or within ~~forty-five (45)~~ days  
489 after receipt of the written request, if the financial statements or minutes were prepared more  
490 than ~~three (3)~~ years before receipt of the request.

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

- 496
- 497 (a) Personnel records, not including information on individual salaries, wages,  
498 bonuses, and other compensation paid to employees;
  - 499 (b) An individual's medical records;
  - 500 (c) An individual's financial records, including assets, income, liabilities, net  
501 worth, bank balances, financial history or activities, and creditworthiness;
  - 502 (d) Records relating to business transactions that are currently in negotiation;
  - 503 (e) The written advice of legal counsel; or
  - 504 (f) Minutes of a closed meeting of the Board of Directors of the Association,  
505 unless a majority of a quorum of the Board of Directors that held the meeting approves unsealing  
506 the minutes or a recording of the minutes for public inspection.

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

512 **ARTICLE ~~XII~~ 12**  
513 **Assessments**

514 As more fully provided in the Declaration, each Member is obligated to pay to the  
515 Association annual and special assessments, late charges, fines, interest and other charges, which  
516 are secured by a continuing lien upon the Lot against which the assessment is made, and which  
517 ~~are~~ is the personal obligation of the Member.  
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**ARTICLE ~~XIII~~ 13**  
**Corporate Seal**

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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.

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**ARTICLE ~~XIV~~ 14**  
**Amendments**

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**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.~~

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**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.

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**ARTICLE ~~XV~~ 15**  
**Remedies and Enforcement of Covenants**

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**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.

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**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, ~~such party shall be entitled to recover its costs and reasonable attorney's fees arising from any enforcement action against an Owner 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.~~ ~~such party shall be entitled to recover its costs and reasonable attorney's fees arising from any enforcement action against an Owner 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.~~

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**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 ~~One Hundred Fifty Dollars (\$10050.00)~~ ~~Twenty Ten Dollars (\$2010.00)~~ per day for each violation of a continuing nature, or repeated violation within a twelve month period (or such greater

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555 amounts as provided in the Declaration or by applicable law), of any of the provisions of the  
556 Declaration, these Bylaws, or Rules and Regulations of the Association. As determined by the  
557 Board of Directors, interest on the unpaid amount of any fine shall accrue at a rate not to exceed the  
558 greater of the maximum legal rate permitted from time to time in the State of Maryland or as  
559 otherwise provided in the Declaration. Legal action to collect the amount of any fine imposed  
560 pursuant to the terms of these Bylaws, shall subject the person obligated to pay such fine to the  
561 obligation of paying to the Association its reasonable attorney's fees and any costs of collection in  
562 connection therewith, including but not limited to court costs and costs of collection. Such fines  
563 shall be in addition to other remedies available to the Board of Directors.

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

569 **ARTICLE ~~XVI~~ 16**  
570 **Miscellaneous**

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

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

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

587 **[Verification and execution forms will be added after finalized amendments**  
588 **are approved by the membership]**