

The Highlands
DECLARATION
Section I

THIS DECLARATION, made this 27th day of February, 1996, by Kenneth J. Wade, Jr., hereinafter referred to as "Grantor".

THE PUBLIC RECORDS
RECORDING FEE

1.01 Submission of Property. By this Declaration the Grantor submits the property described herein to the provisions of Title 11B of the Real Property Volume of the Annotated Code of the State of Maryland, the Maryland Homeowners Association Act, to be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions, bylaws and plats, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and the Association. The Declaration and Bylaws shall become effective against Lots one (1) through thirty-two (32), Section I and any future additional annexed Lots when a deed of conveyance from Grantor containing express language subjecting the conveyed Lot or Lots to this Declaration and Bylaws is recorded in the Garrett County Land Records.

exd & del to:
Craig Ingram, Atty.
3/1/96

1.02 Name. This development shall be know as The Highlands.

**SECTION 2
DEFINITIONS**

2.01 "Association" means The Highlands Property Owners Association. The Association shall manage the subdivision and shall be responsible for the maintenance, repair and replacement of the Common Area.

2.02 "Bylaws" mean the Bylaws of the Association which are set forth following this Declaration and are incorporated herein by reference.

2.03 "Common Area" means the area of land, designated on the plat, intended to be owned by the Association and devoted to the common use by the lot owners. The Common Area is the subdivision roadways and any improvements thereto.

2.04 "Grantor" means Kenneth J. Wade, Jr., or any successor or assign thereof to whom he shall convey or otherwise transfer his development rights or all of the rights, title and interest in the Property then owned by him.

2.05 "Lot" means a parcel of ground shown on the subdivision plat of the Property designated as a lot.

2.06 "Member" means all persons (or other legal entities) who are entitled to hold membership in the Association as provided in this Declaration and in the Bylaws.

2.07 "Owner" means the person or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot. If more than one person or other legal entity (or any combinations thereof), holds the record title to any Lot, all of them shall be deemed a single record Owner and shall be a single Member of the Association by virtue of their ownership of the Lot. The term "Owner" shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

2.08 "Plat" means The Highlands plats prepared by the Grantor and approved by the Garrett County Health Department and the Garrett County Planing and Zoning Office and includes any future plats. The Subdivision Plat is intended to be recorded in one of the Plat Records of Garrett County, Maryland on or before all of the Lots within the subdivision have been sold by Grantor to Owners.

GARRETT COUNTY CIRCUIT COURT (Land Records) DKM 673, p. 0790, MSA_CE87_672. Date available 03/15/2006. Printed 07/16/2021.

2.09 "Property" means Lots one (1) through thirty-two (32), Section I, of that certain property located on Meadow Mountain, near Grantsville, Maryland in Garrett County, which is a part of the same property conveyed to the Grantor by deed dated October 26, 1995, and recorded in Liber No. 665, folio 498, among the Land Records of Garrett County, Maryland. "Property" shall also include subdivision roadways, common area and any future additional lots Grantor may develop for purposes of annexation into this Declaration. Grantor reserves the right to change or alter any lot configuration for any unsold lot.

SECTION 3 RESERVED RIGHTS AND EASEMENTS

3.01 Reserved Rights. The Association shall hold the Common Areas conveyed to it by the Grantor subject to the reservations to the Grantor, his heirs, successors and assigns, of the right to annex additional land into the subdivision, the right to assign additional usage of said roadways and common areas, and the right to enter upon the Property for the purpose of conducting activities related to the sale of Lot(s), constructing or completing the construction of improvements and landscaping, storing of building supplies or construction equipment and other similar items.

3.02 Easements. Grantor reserves for himself, his heirs, successors and assigns, and further reserves for the appropriate utility companies to which Grantor may grant easements, the right to install, construct, maintain, repair, or replace any subdivision signs, utilities and/or drainage facilities including ditches, culverts, waterways, poles, wires, pipes, and lines, over-ground and underground, over, under and along the front thirty (30) feet of each Lot along Subdivision roads. Grantor further reserves stormwater management easements, where appropriate, for the discharge of stormwater across any Lot.

Grantor further reserves for himself, his heirs, successors and assigns, the right to establish and grant such additional easements, reservations, and exceptions which are in the best interest of the Grantor in order to serve the entire subdivision, as now defined or as may be hereinafter annexed by the Grantor, including the right to make any deviations from, or changes to, the survey or plat for actual road and/or utility construction and to assign additional use of said roadways. In the event common roadways and/or utilities "as built" differ from the survey or plat, the "as built" construction and adjacent disturbed ground shall represent and additional perpetual easement against any affected Lot, whether or not it is reflected on said plat or survey.

3.03 Offices. Grantor may construct, maintain and operate real estate sales and construction offices, model homes, displays, and signs on any part of the Common Area or on any Lot still owned by Grantor until all of the Lots have been conveyed to an Owner by Grantor.

3.04 Membership and Voting. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. Each Member shall have one vote for each lot owned. The vote of any Member comprised of two or more persons, or other legal entities, shall be cast in a manner determined by the several constituents, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them. The Grantor shall have 3 votes for each unsold lot, including any future lots which may, from time to time, be developed by Grantor for annexation into the subdivision. Any member who is more than fifteen (15) days delinquent in the payment of Association Dues shall not be entitled to vote at any Association Meeting while such dues are in arrears.

3.05 Miscellaneous. Grantor shall not be subject to the Declaration and shall not pay any Assessments for any unsold, vacant lots owned by him.

3.06 Annexation. The Declarant/Grantor currently owns approximately eight hundred five (805) acres on meadow Mountain, a portion of which has been subdivided into thirty-two (32) parcels identified as Lots 1 through 32, Section I, The Highlands subdivision, as shown on a plat prepared by Western Maryland Associates. The Declarant may subdivide additional lots on land he currently owns or may own in the future and reserves the right to annex such additional lots into this subdivision. Any such annexation shall be effective upon recordation of a deed or deeds from Grantor containing express language subjecting the annexed lot or lots to this Declaration and Bylaws.

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SECTION 4
ASSESSMENTS

4.01 Assessments. Each Owner, by acceptance of a Deed conveying any such Lot, whether or not so expressed in the Deed, shall be deemed to have covenanted and agreed to pay the Association's annual assessments or charges which shall be collected as hereinafter provided. The Assessments and charges levied by the Association shall be used exclusively for the administration of the Association and the maintenance of the Common Area including, but not limited to, the cost of operating expenses, postage, telephone, utilities, plowing snow, road maintenance, administration (including fees paid to any managers), taxes, assessments, insurance, common area repair and maintenance, (including the requirement to keep the entrance gate in good operating condition), reserves, subdivision signs and other appropriate costs of executing the functions of the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

4.02 Amount. A pro-rated first year annual assessment for each Lot will be collected at the time of conveyance of said Lot to an Owner. The initial annual assessment for each Lot shall be Two Hundred Dollars (\$200). Thereafter, the annual assessment shall remain the same as the prior year, unless changed by a vote of a majority of the quorum (as defined in Article III of the Association Bylaws), voting in person or by proxy, at an annual meeting or special meeting called for such purpose. The annual assessment for any year after the first year shall be on a calendar year basis and become due and payable on the first day of January. The Grantor shall not pay an assessment on unimproved Lots.

4.03 Special Assessments. In addition to the regular assessments authorized by this Section, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the common roadway or for such other purposes as the Members may consider appropriate, provided that any such assessment shall have the assent of the majority of the quorum as defined in Article III of the Association Bylaws. If at a special meeting held for this purpose or at a regular meeting where prior notice is given that a special assessment is being considered, and a quorum does not attend, such assent may thereafter be obtained in writing from the members without an additional meeting or by operation of a reduced quorum as set forth in the Bylaws.

4.04 Non-payment. Any assessment levied pursuant to this Declaration, or any portion thereof, which is not paid on the date when due shall be delinquent and shall, together with the interest thereon and the cost of collection thereof, if recorded, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, personal representatives and assigns, all in accordance with the provisions of the Maryland Contact Lien Act. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment or any part thereof, may be maintained without foreclosing or waiving the lien created by the aforesaid statute to secure the same. Any assessment or portion thereof levied pursuant to the Declaration which is not paid within fifteen (15) days after it is due, is delinquent, and may be subject to an annual interest rate not to exceed eighteen percent (18%) per annum from the due date and to a late charge of \$15.00 or 10% of the delinquent amount (whichever is greater), at the option of the Association. In any event, the Association may also add collection costs including reasonable attorney's fees to any delinquent assessment.

4.05 Voluntary Sale. In a voluntary grant of a Lot or Lots, the buyer shall be jointly and severally liable with the seller for all unpaid assessments against the seller by the Association without prejudice to the rights of the buyer to recover from the seller the amounts paid by the buyer for such assessments.

4.06 Assessment Certificates. The Association shall furnish, upon request at any time to any member liable for any assessment (or any other party legitimately interested in the same, including first mortgagees), a certificate in writing signed by an officer of the Association setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate delivered.

4.07 Common Profits. All common profits, if any, may be disbursed to the members, or may be credited to their assessments for common expenses in proportion to their respective interest, or may be used for any other purpose as the Association decides.

4.08 Initial Assessment. An initial one-time assessment of \$100 is collected upon the sale of each lot by the Developer. This money shall be placed in the Association's general funds.

**SECTION 5
COMMON AREA RIGHTS**

5.01. Conveyance. Grantor shall grant and convey to the Association, and the latter shall take and accept from the Grantor, the Common Area no later than forty-five (45) days from the date that all of the Lots (including any future annexed Lots) are conveyed to an Owner by Grantor. At the time of the conveyance, the Common Areas shall be free of any mortgages, judgment liens or similar liens or financial encumbrances.

5.02 Further Conveyance. The rights, privileges and easements of the Owners are subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by a majority of the Owners; provided, however, that no such dedication or transfer shall be effective unless approved by a majority vote of the quorum as defined in Article III of the Association Bylaws, at a meeting called for such purposes or at regular meeting where prior notice is given that this matter is being considered.

5.03 Private Entrances. Owners shall have the right to construct entrances to provide vehicular access where their Lot adjoins the common roadways provided that such entrance shall not impede or change the drainage flow of water that exists in or along the common roadways; and shall not track mud or otherwise damage the common roadways. Any such driveway constructed shall be graveled with a minimum of a four (4) inch thick layer of crusher run limestone gravel for a minimum the first 100 feet adjoining the common roadway.

5.04 Partition. All common areas shall remain undivided. No owner of any lot or other person shall bring any action for partition or division thereof.

**SECTION 6
COVENANTS AND RESTRICTIONS**

6.01 Dwellings. Only one residential building may be erected or maintained on each Lot. Said building shall contain at least seven hundred fifty (750) square feet of enclosed heated living area on the first floor, excluding decks, porches, garages, etc. No building shall exceed three stories or forty feet (40') in height. No tents, campers, trailers, shacks or similar temporary structures shall be erected, placed or maintained on a Lot for more than fourteen (14) consecutive days in any thirty (30) day period.

6.02 Outbuildings. No more than two non-residential buildings may be erected or maintained on each Lot. The exterior of said non-residential building shall conform with the exterior of any residential building on the Lot and with the natural character of the area. No outbuilding may be erected or placed on any Lot prior to completion of the primary residence, except for temporary tool sheds used in conjunction with actual construction activities.

6.03 Mobile Homes. No house trailer or mobile home shall be constructed, placed or maintained upon any lot. However, manufactured, sectional dwellings may be placed on said land if it is:

- a. Built in accordance with and meets the specifications of the Building Officials Code Administrators, and
- b. Has at least a 4/12 roof pitch, and
- c. Is placed on a permanent, fully enclosed foundation constructed of concrete, block and/or brick.

6.04 Setbacks. No portion of any building shall be located on a Lot nearer than fifty (50) feet from any road, or nearer than twenty-five (25) feet from any lot boundary line.

6.05 Construction. Once construction of a building has commenced, all exterior shall be completed within six (6) months of the starting date.

6.06 Subdividing. Re-subdividing of any Lot is not permitted except as may be allowed by Grantor on certain parcels of land provided that any such right to further subdivide is expressly granted to the Owner in the original Deed of Conveyance from Grantor and recorded in the Garrett County Land Records for such Lot or Lots.

In the event of any re-subdivision, the Owner is responsible for all permits required through all State and Local Governmental offices, prior to re-subdividing. Each newly created lot shall be subject to this Declaration and shall pay Association assessments as provided herein and its owner shall have one vote per subdivided lot.

6.07 Signs. No signs, billboards, or advertising structures of any kind shall be placed or erected on any Lot except one sign pertaining to the sale of the Lot which is no larger than five (5) square feet in size.

6.08 Motor Vehicles. No unlicensed vehicles, junked vehicles or similar vehicles may be parked on the property for more than ten (10) consecutive days unless parked or stored in an enclosed garage. No unlicensed vehicle may be operated on the property at a speed exceeding ten (10) miles per hour. No licensed vehicle may be operated on the property at a speed exceeding twenty (20) miles per hour.

6.09 Trash. No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. No Lot shall be used or maintained as a dumping ground for any material, trash, garbage or other waste. All household refuse shall be kept in sanitary containers. All equipment and containers for the storage or disposal of such materials shall be kept in a good, clean and sanitary condition and shall not be visible from the common roadways.

6.10 Firearms. Discharging firearms is prohibited on the Property, whether for hunting, target practice or any other reason, except that as set forth in Section 6.11 "Hunting" below.

6.11 Hunting. 1) Bow hunting is permitted only for deer and/or turkey during legal hunting seasons as established by the State of Maryland Department of Natural Resources (DNR).

2) Discharging of firearms is not permitted on any Lot for any purpose except for the bona fide actual hunting of deer and/or turkey during lawful hunting seasons as established by the State of Maryland Department of Natural Resources (DNR) and provided that the Lot contains no less than ten (10) acres.

6.12 Residential Use. The property is restricted to residential use only and no commercial use shall be allowed, except that residential renting is permitted. An in-home office shall be allowed provided that such office use does not require any signage, the storing or use of any material or business inventory, or the visitation of contractors, delivery people or customers to the Property.

6.13 Animals. Commercial maintenance or breeding of any animal is prohibited. Domestic animals or pets may be kept and maintained upon said land if reasonable in number, but shall be kept within the dwelling of an Owner unless the animal(s) are under the control of a responsible person. No animal shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any Owner, the Association shall determine, in its sole discretion, whether, for the purposes of this paragraph, a particular animal shall be considered a "domestic animal" or its actions have constituted a "nuisance", or it has been properly kept "under the control of a responsible person".

With suitable facilities and proper fencing, horses, cattle, goats and sheep shall be permitted on subdivision Lots larger than ten (10) acres, provided at least two (2) acres per animal is fenced for the maintenance of said animal and said animal is for the private enjoyment of the Lot owner. Poultry shall be permitted on Lots larger than five (5) acres provided that the flock does not exceed twelve (12) in number and do not become a nuisance to adjacent Lot owners.

6.14 Lot Maintenance. Each Lot Owner is responsible for the maintenance of their lot and the repair, maintenance and replacement of any improvements thereon and shall keep same in good repair and appearance.

6.15 Automobiles. No automobiles or other vehicles shall be parked on the Common Roadway.

6.16 Waivers. The Association may, upon a Majority Vote, promulgate such additional rules as are deemed necessary. The Association may also grant waivers of certain restrictions, on a case by case basis. However, the Association may not waive or otherwise amend this Declaration and Bylaws if such waiver or amendment may affect any rights, privileges or obligations of the Declarant or alter the restriction against re-subdividing of any lot, without the express written consent of the Declarant.

6.17 Entrance Gate. In connection with the Grantor's purchase of the approximately four (4) acre parcel used for the roadway connecting the Property to Route 40, Grantor agreed to keep such roadway gated unless said gate may, in the future, become contrary to Public Law or Policy. Accordingly, each Lot owner agrees to keep such roadway gated unless such gate shall become contrary to Public Law or Policy.

SECTION 7 GENERAL PROVISIONS

7.01 Construction and Enforcement. The provisions hereof shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of a residential or recreational subdivision. Enforcement by the Association of this Declaration and of the Bylaws attached hereto shall be by any civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin such violation or to recover damages, or both, and against any lot to enforce any lien; and the failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs of enforcing any provision of this Declaration are the obligation of and shall be charged against the lot and/or owner in violation and shall become a lien if recorded.

7.02 Severability Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provisions hereof, each of which shall remain in full force and effect.

7.03 Amendment. The covenants, conditions and restrictions of this Declaration shall be deemed covenants running with the land. No amendment to this Declaration may be made unless authorized by consent of eighty percent (80%) of the majority of quorum as defined in Article III of the Bylaws and such amendment does not impair the rights, privileges or obligations of the Grantor. Any amendment to this Declaration must be recorded among the Land Records of Garrett County, Maryland.

7.04 Notices. All notices required or provided for in this Declaration shall be in writing and hand-delivered or sent by United States mail, postage paid, to each Lot Owner at the Lot Owner's last known address.

7.05 Right of Entry. Violation or breach of any provision herein contained shall give Grantor, while he owns any unsold, unimproved lots, and the Association, their respective agents, legal representatives, heirs, successors and assigns, in addition to all other remedies, the right after fifteen days written notice to the Owner of a Lot, to enter upon the Lot or the common area as to which such violation or breach exists, and summarily to abate, correct and/or remove at the expense of the Owner thereof, (which expenses may become a lien if recorded), any structure or condition that exists thereon contrary to the intent and meaning of the provisions hereof. Nothing herein contained shall be deemed to affect or limit the rights of the Association, when entitled to do so, to enforce the Declaration by appropriate judicial proceedings.

7.06 Headings. The headings and titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration.

In Witness Whereof, the Grantor has executed this Declaration the day and year first above written.

Witness:

[Handwritten signature]

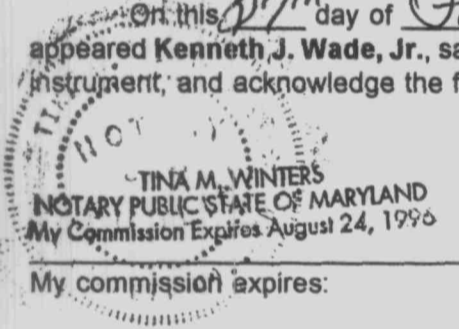
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Kenneth J. Wade, Jr.

(SEAL)

State of Maryland, Garrett County, to-wit:

On this 07th day of February, 1996, before me, the undersigned officer, personally appeared **Kenneth J. Wade, Jr.**, satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledge the foregoing Declaration to be his act.



[Handwritten signature]
Notary Public

My commission expires:

This is to certify that the within instrument was prepared by or under the supervision of the undersigned Maryland attorney.

[Handwritten signature]

Craig Ingram

**The Highlands PROPERTY OWNERS ASSOCIATION
BYLAWS**

**Article I
Definitions**

1. NAME AND LOCATION. The name of this unincorporated association is The Highlands Property Owners Association. Its principal office is located at: c/o Kenneth J. Wade, Jr., P.O. Box 2266, Mt. Lake Park, Maryland 21550, which is also its mailing address. Such address and principal office may be from time to time changed without amending these Bylaws.

2. DECLARATION. "Declaration" as used herein means that certain Declaration made the 27th day of February 1996, pursuant to Title 11B of the Real Property Article of the Annotated Code of Maryland, herein called the "Act", by which certain described land is subjected to covenants and which declaration is recorded among the Land Records of Garrett County, Maryland.

3. OTHER. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined in the Declaration or in the Act.

**Article II
Membership**

1. MEMBERS. Every Owner, as defined in the Declaration, shall be a member of the Association provided, however, that any legal entity which holds a security for the performance of any obligation shall not be a member.

2. ROSTER. The Association shall maintain a current roster of names and addresses of each member. It shall be the duty of each member to provide this information to the Association, and no member may vote at a meeting of the Association until such information is provided.

**Article III
Meetings of Members**

1. ANNUAL MEETING. The first annual meeting of the Members shall be held no later than forty-five (45) days after all of the Lots have been sold by the Grantor and title to the same has been conveyed to the Owners. Thereafter, the annual meetings of the Members shall be held at a date, time and place selected by the Association.

2. SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President or upon written request by at least twenty-five percent (25%) of the eligible votes for the Association.

3. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of the notice, postage prepaid, to each member not less than twenty (20) days, nor more than sixty (60) days in advance of the meeting. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

4. PROXIES. At all meetings, each member may vote in person or by proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the President before the appointed time of each meeting. Any proxy may be revoked at any time by filing written notice of revocation with the Secretary.

5. QUORUM. For the initial calling of a meeting, the presence of "members" or of proxies entitled to cast fifty percent (50%) of all the votes, (including three (3) votes for each lot owned by developer), shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Additional meetings with a further reduced (1/2 of prior meeting) quorum may be called until a quorum is reached.

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6. MAJORITY VOTE. Provided that a sufficient quorum has been achieved in accordance with item #5 above, either in person or by proxy, a Majority Vote shall mean greater than fifty percent (50%) of that quorum. Similarly, eighty percent (80%) of the votes of a sufficient quorum shall be deemed enough votes to amend the covenants, conditions and restrictions of the Declaration. However, The Association may not waive or otherwise amend this Declaration and Bylaws if such waiver or amendment may affect any rights, privileges or obligations of the Declarant or alter the restriction against re-subdividing of any lot, without the express written consent of the Declarant.

7. INELIGIBLE MEMBERS. Any Lot Owner delinquent in payment of Association dues or other charges pursuant to the Declaration shall not be permitted to vote or hold any Association office.

**Article IV
Officers**

1. ENUMERATION. The officers of the Association shall be a President, a Secretary, and a Treasurer and such other officers as the Association may from time to time by resolution create.

2. ELECTION. The election of officers shall take place at the first meeting of the Members and thereafter at each annual meeting of the Members.

3. TERM. Each Officer shall hold office for one (1) year unless the Officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. RESIGNATION AND REMOVAL. Any Officer may be removed from office with or without cause by the Association upon a Majority Vote. Any Officer may resign at any time by giving written notice to the Association, the President or the Secretary.

5. VACANCIES. A vacancy in any office may be filled by appointment by the other Officers. The officer appointed to the vacancy shall serve for the remainder of the term of the officer replaced or until a regular or special meeting is held.

6. MULTIPLE OFFICES. Not more than two (2) offices may be held by the same person.

7. DUTIES. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Members and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments.

b. Secretary. The Secretary shall record all votes and keep the minutes of all meetings and proceedings of the Members; serve notice of meetings; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the President or Members.

c. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as approved; keep proper books of account; and prepare an annual budget and a statement of income and expenditures and deliver a copy of each to the Members. The bank account will be in the name of the Association. All expenditures must be approved by the President prior to payment.

**Article V
Books and Records**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

**Article VI
Amendments**

1. AMENDMENT. These Bylaws may be amended, at a regular or special meeting of the Members, by a two-thirds (2/3) majority vote of the Members, including the three (3) votes for each lot owned by Grantor, of the Association present in person or by proxy at the meeting at which the vote is taken.

2. CONFLICT. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Article VII
Miscellaneous**

1. LIABILITY. As set forth in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, the Association hereby indemnifies and holds harmless every officer of the Association against any and all expenses, claims or actions arising from the performance of their Association duties. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles placed upon any common area or for failure to properly discharge its duties and responsibilities to administer and maintain the Common Area.

2. WAIVER. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason or any failure or failures to enforce the same.

3. SEVERABILITY. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions herein.

4. CAPTIONS, GENDER. The captions contained herein are for convenience only and are not a part of these Bylaws and are not intended to limit or enlarge the terms and provisions of this Bylaws. Whenever, in these Bylaws, the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

--END--