

**FINAL DRAFT**  
**1/26/2021**

**CRESTWOOD VILLAGE AT FREDERICK  
HOMEOWNERS ASSOCIATION, INC.**

**SECTION III**

**BY-LAWS**

Revised \_\_\_\_\_ 2021

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## ARTICLE I: NATURE OF BY-LAWS

These By-Laws govern the administration of Crestwood Village at Frederick Homeowners Association, Inc., hereinafter referred to as the HOA, a non-profit and non-stock corporation organized under the Laws of the State of Maryland. This includes the management and administration of the improvements, recreation, and community facilities located within the Community known as Crestwood Village at Frederick in Frederick County, Maryland, hereinafter referred to as the Community. *As Condominium Boards no longer exists in any area of Crestwood Village, the entire Community shall be governed by the Board of Trustees (Board) and HOA.* The principal office of the HOA is located at 6902 Crabapple Drive, Frederick, Maryland 21703. Unless the context clearly indicates otherwise, all definitions set forth in the Declaration of Covenants, Conditions and Restrictions (CCRs) for the Community are incorporated by reference.

## ARTICLE II: MEMBERSHIP

SECTION 1. Definition and Rights. Members of the HOA are Homeowners in the Community. *Membership shall entitle the Homeowner to vote in elections and other voting concerning the Community (one vote per Home). Membership also entitles the Homeowner to participate in and use all of the recreational facilities available to the HOA and its Homeowners subject to the CCRs, the Articles of Incorporation, these By-Laws and the Rules and Regulations of the HOA as may be amended.*

SECTION 2. Allocation of Votes. There shall be one (1) vote by a Homeowner for each Home in the Community based upon the plats for the Community and as recorded among the Land Records for Frederick County, Maryland.

SECTION 3. Annual Meetings. The Annual Meeting of the HOA shall be held on the first Monday in May of each year *or on another date in the vicinity of such date as determined by the Board.* The primary purposes of the Annual Meeting include the election of Trustees, *other elected committee members, and the presentation of the approved annual budget.* Other business authorized to be transacted by the Board may also be included.

SECTION 4. Special Meetings. Special meetings of the HOA for any purpose or purposes may be called by the President or shall be called by the Secretary at the request in writing of a majority of the Board or at the request in writing of voting Homeowners representing 25 percent of the total votes of the HOA. The request shall state the purpose or purposes of the proposed meeting. Business transacted at a Special Meeting shall be confined to the topics stated in the request.

### ARTICLE III: ELECTIONS AND MEETINGS

SECTION 1. Election of Trustees and Members of Elected Committees. Each year on the first Monday in May *or on another other date in the vicinity of such date as determined by the Board*, the Board shall cause a meeting to be held of all the Homeowners in the Community. The purpose of the meeting shall be the election of Trustees and *members of elected committees* in accordance with Article IV of these By-Laws. Except as otherwise provided by law, written notice of each such meeting shall be given to the Homeowners at least ten (10) days in advance. If any election of Trustees *and members of elected committees* shall not be held on the day designated, the Board shall cause the election to be held as soon as may be practical.

SECTION 2. Meetings. All meetings of the HOA shall be held at the principal office of the HOA or at such other suitable place convenient to the Homeowners as may be designated by the Board. *All meetings shall be conducted in accordance with Robert's Rules of Order.*

SECTION 3. Nominating Committee and Other Nominations. Not more than 60 nor less than 30 days prior to any Annual Meeting where Trustees *and members of elected committees* are to be elected, the Board shall appoint a Nominating Committee of five (5) *Homeowners* in Good Standing from the HOA membership. The Nominating Committee shall try to nominate a minimum of two (2) and a maximum of three (3) candidates for each vacancy on the Board *and elected committees to be voted upon* at the Annual Meeting. *Only Homeowners in Good Standing may serve on the Board. Homeowners of the same family or who are otherwise related may not serve together on the Board.*

In addition to those candidates selected by the Nominating Committee, any Homeowner in Good Standing of the HOA may nominate candidates for the Board *and elected committees* by submitting to the Board not later than 21 days prior to the Annual Meeting a nominating petition which must be endorsed by not less than five (5) other Homeowners in Good Standing of the HOA. A nominating petition may not name a number of candidates in excess of the offices to be filled but may name less. Nominations from the floor shall be accepted at the Community Meeting prior to the Annual Meeting.

SECTION 4. Quorum. At any Annual or Special Meeting of the HOA, *representation of 25 percent of votes entitled to be cast in person, by absentee ballot, or by proxy shall constitute a quorum for the transaction of business. In the absence of a quorum, the President may adjourn the Meeting and immediately reconvene. At the reconvened meeting, a quorum shall be considered present based on the number of Homeowners present in person, by absentee ballot, or by proxy and any business may be transacted which might have been transacted at the Meeting as originally called.*

SECTION 5. Organization. At each meeting of the HOA, the President, or in *his/her* absence, the Vice President, or in the absence of both of them, a Chair chosen by a majority of those *Trustees present*, shall act as Chair, and the Secretary, or in *his/her* absence, a person whom the Chair shall appoint, shall act as Secretary of the Meeting.

SECTION 6. Voting. *Only Homeowners in Good Standing may vote.*

- A. *To the extent permitted by Maryland law, all votes may be cast in person or by absentee ballot or, if authorized by the Board, by electronic transmission. (HOA Act 11B-113.2)*
- B. *With a quorum present, a majority, defined as 50 percent plus one, of all those votes cast in person or by absentee ballot shall be sufficient on those matters which are to be voted upon with the following exceptions:*
  - (i) *Approval of Additional Services (60 percent). (See CCRs, Article V, Section 1)*
  - (ii) *Amendment(s) to the Governing Documents which include the CCRs (60 percent). (CCRs, Article VI, Section 1 and Section 4)*
  - (iii) *Reduction of public liability insurance coverage (75 percent). (By-Laws, Article IV, Section 9)*
- C. *Proxies do not count as a vote either way and may only be used to establish a quorum. For example, 131 Homeowners may be needed to have a quorum to conduct business at a meeting. If there are 31 proxies and 100 voters and a measure before the community requires 60 percent affirmative votes to pass, then 60 (60 percent of 100) affirmative votes shall be required for passage.*
- D. *Any calculations resulting in less than a whole number shall be rounded up to the next whole number.*
- E. *Cumulative voting shall not be permitted.*

#### **ARTICLE IV: BOARD OF TRUSTEES (Board)**

SECTION 1. Number, Qualification and Term of Office. *The Board shall consist of seven (7) Trustees, each elected for a two-year (2) term by the Homeowners. Only resident Homeowners in Good Standing (i.e. no outstanding rule and/or architectural violations and are current in assessments) and are available to attend scheduled meetings may run, be nominated or serve on the Board. Board members are required to maintain their Homeowner status in Good Standing. Homeowners of the same family or who are otherwise related may not serve together on the Board. To assure continuity, the Trustees shall serve staggered terms whenever possible.*

SECTION 2. Regular Meetings. *Regular Meetings of the Board are held monthly at the Clubhouse on the last Tuesday of every month or on another date in the vicinity of such date as determined by the Board. Cancellations due to holidays, inclement weather, or other factor will be communicated via the monthly calendar, postings at the Clubhouse, notices on the website and community e-mails or other electronic means. Regular Meetings are open to all Homeowners and Residents. A Regular Meeting may be adjourned and reconvened for the Board to meet in closed session if in compliance with the Maryland Homeowners Act, Section 11B.111.*

SECTION 3. Special Meetings. *Special Meetings of the Board may be called by the President with a three (3) day notice to each Trustee given personally, by mail, by email or by telephone. The notice shall state the time, place and purpose of the meeting. Special Meetings of the Board shall be called by the President or Secretary or on the written request of at least three (3) Trustees. If a Special Meeting is to be held in open session, Homeowners shall be notified via postings at the*

*Clubhouse, notices on the website and community e-mails or other electronic means, if applicable. A Special Meeting may meet in closed session if in compliance with the Maryland Homeowners Act, Section 11B.111.*

SECTION 4. Waiver of Notice. Before or at any meeting of the Board, any Trustee may, in writing, waive notice of such meeting which shall be deemed equivalent to the giving of notice. Attendance by a Trustee at any meeting of the Board shall be deemed a waiver of notice. If all the Trustees are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

SECTION 5. Quorum. At all meetings of the Board, the presence of a majority of the members of the Board shall constitute a quorum for the transaction of business. Business may not be transacted in the absence of a quorum.

SECTION 6. General Responsibilities of Trustees. Each Trustee serves in a position of trust and has a duty to act in the best interest of the HOA. A Trustee's duties involve three basic components: the duty of care, the duty of loyalty and the duty to act within the scope of authority.

- A. The duty of care requires each Trustee to make informed decisions by performing requisite research before acting or voting on a HOA matter.
- B. The duty of loyalty requires that each Trustee act fairly, in good faith, in the interest of, and for the benefit of, the HOA as a whole. Each Trustee shall avoid acting where there is a conflict of interest or any personal gain. Each Trustee must protect confidentiality of Homeowners and Residents, and not divulge information provided in confidence.
- C. The duty to act within the scope of authority requires each Trustee to perform the duties he/she is obligated to carry out and prohibits the Trustee from making decisions or acting on matters without the authority to do so.

The authority of the Board comes from its obligations under various laws (Federal, state, and local), as well as the authority granted to it in the Documents of the HOA.

SECTION 7. Removal of Trustees. A Trustee may be removed by the Board by an affirmative vote of a majority of Trustees. Any Trustee whose removal has been proposed shall be given an opportunity to be heard in an open or closed Meeting of the Board at the option of the Trustee in question.

SECTION 8. Replacement of Trustees. Vacancies on the Board caused by any reason shall be filled within 30 days of the vacancy. Nominees for appointment to the Board shall be Homeowners in Good Standing. Previous candidates for the Board may or may not be considered. A replacement Trustee shall be appointed by a majority vote of remaining Trustees. The President votes only in the event of a tie.

The term of any appointed Trustee shall end on June 30. Appointed Trustees may run for election by the HOA during the Annual Election. To preclude the replacement of more than four Trustees during an Annual Election, as decided by the Board in its sole discretion, some Trustees elected by the HOA may be limited to one-year terms in order to better maintain Board continuity. In such a case, one-year terms shall be accorded to those Trustees receiving the least number of votes.

SECTION 9. General Powers. The property, affairs and business of the Community shall be managed by the Board, which shall have all those powers granted to it by law, the Articles of Incorporation of the HOA, these By-Laws, the CCRs or other documents which contain any rights or obligations of the HOA with respect to the Community.

In addition, the Board shall have *all of the* following powers granted or necessarily implied which it shall exercise at its discretion:

- A. Employ, by contract or otherwise, a manager or an independent contractor to oversee, supervise and carry out the responsibilities of the Board. The manager or the independent contractor shall be compensated by the HOA as the Board deems necessary and proper.
- B. Employ any person, firm or corporation to:
  - (i) Repair, maintain and renovate all common facilities;
  - (ii) Seed, sod, plant, transplant, prune, fertilize, water, cut, destroy and remove plants;
  - (iii) Spray substances and put pesticides or other chemical or biological agents in, under or above the water or grounds, grass, trees, streams and waterways;
  - (iv) Dam or alter the flow of water on community lands;
  - (v) Build, erect, repair, maintain and renovate recreation facilities, roads, walks or paths; and
  - (vi) Lay pipes; *build and maintain* culverts; bury utilities; put up lights or poles; erect signs and traffic and safety controls of various sorts.
- C. Employ professional counsel and obtain advice from persons, firms or corporations such as but not limited to, landscapers, recreation experts, architects, planners, biologists, lawyers and/or accountants.
- D. Employ or contract for water, sewer, electricity, gas or other forms of utilities, cable or master antenna television, snow plowing or removal, and painting, building, repairing, renovating or remodeling the Common Property.
- E. Employ necessary personnel or enter into a managerial contract for the efficient discharge of the duties of the Board. Those employees who handle or are responsible for the handling of monies shall be bonded by a fidelity bond.
- F. Investigate, hire, pay, supervise and discharge the personnel necessary to be employed to properly maintain and operate the Common Property. Compensation for services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the HOA.
- G. Cause all facilities, buildings and improvements, and Common Property to be maintained according to accepted standards, including, but not limited to, the exterior and interior of all buildings under the ownership or control of the HOA, and all common elements or portions of any condominium units which it is obligated to repair or maintain.
- H. Take such actions as may be necessary to comply properly with any and all orders or requirements of any Federal, state, county or municipal authority having jurisdiction over the Property.
- I. Arrange for maintenance of roads, walkways and parking areas.
- J. Arrange for the removal of refuse.
- K. Arrange for security protection as necessary.



- L. *Place and keep in force all insurance coverages required to be maintained by the HOA. The Board shall appoint an Insurance Trustee for the purpose of administering any loss and insurance proceeds related to such loss. The Insurance Trustee shall serve at the pleasure of the Board. Notwithstanding the foregoing, if the Board does not appoint someone as the Insurance Trustee for any casualty, the Board shall be deemed to be the Insurance Trustee.*

*All of the following insurance coverages applicable to the HOA, its Homeowners and the Common Property shall include:*

- (i) Broad-form insurance against loss by fire, lightning, windstorm and other risks normally included within extended coverages, insuring all structural portions of the Common Property, together with all service machinery contained therein and covering the interest of the HOA, the Board and all Homeowners, in an amount equal to the full replacement value of the buildings, without deduction for depreciation.

*All such policies shall provide that an adjustment of loss shall be made by the Board with the approval of the Insurance Trustee, and that the net proceeds shall be payable to the HOA.*

All policies of physical damage insurance shall, to the extent obtainable, contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured.

Prior to obtaining any policy of fire insurance or any renewal, the Board shall obtain a qualified appraisal of the full replacement value of all the Common Property which the HOA is responsible to insure, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be affected.

- (ii) Public liability insurance, to the extent obtainable, in such limits as the Board may determine, covering each member of the Board, the managing agent, the manager, and each Homeowner. Such public liability coverage shall also cover cross-liability claims of one insured against another. The Board shall review such limits once a year. The public liability insurance shall be in an amount not less than one million dollars (\$1,000,000) for claims for bodily injury and property damage and in no event shall coverage be reduced without approval of at least 75 percent the votes entitled to be cast by the HOA.
- (iii) Workers' Compensation Insurance as required by law.
- (iv) Automobile collision and liability insurance which shall be written with deductible coverage in an amount determined by the Board and said liability insurance shall be in an amount not less than that provided under the public liability policy described above;
- (v) Trustees and Officers Liability Insurance, to the extent available, in an amount not less than one million dollars (\$1,000,000).
- (vi) Such other insurance as the Board may determine.
- M. Borrow and repay monies, giving notes, mortgages or other security upon such term or terms as it deems necessary.
- N. Ability to:
- (i) Invest and reinvest monies;
  - (ii) Sue and be sued;
  - (iii) Collect interest, dividends, and capital gains;

- (iv) Exercise rights; pay taxes; make and enter into contracts;
  - (v) Enter into leases or concessions so as to pass good and marketable title without the necessity of any third party seeing to the application of the funds;
  - (vi) Make and execute any and all proper affidavits for various purposes, including but not limited to the title of real estate;
  - (vii) Compromise any action without leave of court;
  - (viii) Insure its own liability for claims against it or for damage to the HOA, including moral claims; and
  - (ix) Include all other powers contained herein, and those necessary and incidental.
- O. *Exercise the power granted to the Board to borrow money on a real estate mortgage, pass title to real estate, or purchase real estate.*
  - P. Accept all or any of the powers, duties and responsibilities of the Council of Unit Owners of any condominium regime established for any portion of the Property.
  - Q. *Exercise for the HOA, all powers, duties and authority vested in or delegated to the HOA and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the CCRs.*
  - R. Unless excepted elsewhere in these By-Laws, the powers granted or necessarily implied shall be construed to favor the broadest discretion of the Board, except that in addition to all other duties lawfully imposed upon it and the HOA, the Board shall have the duty to exercise all powers as required by Law and by subparagraphs (G), (H), (L) and (P) of this Section 9 of Article IV.

SECTION 10. Rules and Regulations. Without limiting the generality of the foregoing, the Board shall have the right to make reasonable Rules and Regulations as to the Property and as to the conduct of Homeowners and Residents with respect to the Common Property as follows:

- A. Preserve, protect and enhance the Common Property;
- B. Prevent waste, erosion, and depletion;
- C. Protect plantings, trees, shrubs, grass, bushes, wildlife, water, banks, streams, dams and bridges;
- D. Destroy pests; and
- E. Temporarily prohibit Homeowners and Residents from the enjoyment of access to or over Common Property and community facilities for such reasonable periods of time as the Board, in its sole discretion, shall deem necessary.

The Board shall have the further right, upon the same terms and conditions as set forth in this Section to make and enforce reasonable rules for the use of the Common Property. *This shall include the* conduct, dress, manner and deportment of Homeowners and Residents, including the scheduling of use and other rules and regulations as may be necessary for the health, safety and welfare of the users. The power to establish rules and regulations shall be deemed to include the power to:

- A. Bar, limit or charge fees for the use of community facilities and/or
- B. Limit the number of persons, time, use or deportment while using the facilities.

As specifically authorized by the Board, action by any manager or a managing agent shall be deemed to be action by the Board.

SECTION 11. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right granted shall not preclude its exercise in the future or shall any custom bind the Board.

## **ARTICLE V: OFFICERS**

SECTION 1. Designation. The principal officers of the HOA shall be a President, a Vice-President, a Secretary and a Treasurer. The Board may also appoint such other *officers* as in their judgment may be necessary, and such officers shall hold office at the pleasure of the Board. Any two offices except that of President and Vice-President may be held by one person.

SECTION 2. Election of Officers. The officers of the HOA shall be elected annually by the Board *at the first Board meeting after the election of new Trustees*.

SECTION 3. Removal of Officers. *An officer of the HOA may be removed by an affirmative vote of a majority of the Board, either with or without cause. His/her successor shall be elected at any Regular Meeting of the Board, or at any Special Meeting of the Board called for such purpose. A removed officer may continue to serve as a Trustee unless the Board takes further action to remove the Trustee in question from the Board in accordance with Article IV, Section 7.*

SECTION 4. President. The President shall be the chief executive officer of the HOA. *He/she* shall preside at all meetings of the HOA and of the Board. *He/she* shall have all of the general powers and duties which are usually vested to the office of President of the HOA. The President shall also have the power to appoint committees from among the Homeowners of the HOA as *he/she* may in *his/her* discretion deem appropriate to assist in the conduct of the affairs of the HOA. *The President shall vote only in the event of a tie.*

SECTION 5. Vice President. The Vice President shall take the place of the President and perform *his/her* duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Trustee to so do on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon *him/her* by the Board.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the HOA. *He/she* shall have charge of such books and papers as the Board may direct; and *he/she* shall, in general, perform all of the duties incident to the office of the Secretary.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for the HOA funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the HOA. *He/she* shall be responsible for the deposit of all monies and other documents and valuable effects to the credit of the HOA in such depositories as may be designated by the Board.

SECTION 8. Other Duties and Powers. The officers shall have other duties, powers and responsibilities as shall be authorized by the Board.

## **ARTICLE VI: COMMITTEES**

*SECTION 1. Committees. Committees shall support the HOA. Members of elected committees shall be voted upon during the Annual Meeting. All members of elected or appointed committees shall serve for terms of two (2) years, unless otherwise determined by the Board. Members of other committees may serve indefinitely. Committees should have Board-approved written guidelines to reflect their purpose, scope, structure, and operational procedures. Only Homeowners in Good Standing may serve on the Board, Nominating Committee and Election Committee.*

*SECTION 2. Removal of Committee Members. A member of either an elected or appointed committee may be removed by a majority vote of the Board. The proceeding shall take place in closed session and the committee member in question shall be provided an opportunity to speak prior to any vote.*

*SECTION 3. Replacement of Committee Members. If a committee member discontinues service on any elected or appointed committee for any reason, the President of the Board shall appoint a replacement within 30 days. The replacement shall serve until June 30 and may, if applicable, run for the position he/she is currently serving in during the Annual Election or be reappointed, if applicable, for a two (2) year term beginning on July 1.*

## **ARTICLE VII: FISCAL YEAR**

The fiscal year of the HOA shall commence on July 1 and terminate on June 30 of the following year, unless otherwise determined by the Board.

## **ARTICLE VIII: AMENDMENTS**

These By-Laws or any of them may be altered, amended or repealed, or new By-Laws may be made, at any Annual or Special Meeting of the HOA duly constituted for such purpose, a quorum being present, by an affirmative vote of 60 percent of the votes cast in person or by absentee ballot, or any lower threshold as may be allowed by law.

## **ARTICLE IX: ENFORCEMENT**

The HOA shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation established, by any or all of the following actions:

- A. By self-help;
- B. By sending notice to the offending party to cause certain things to be done or undone;

- C. By restoring the HOA *and/or Common Property* to its original state and charging the breaching party with the entire cost of any part thereof;
- D. By taking any other action before any court, summary or otherwise, as may be provided by law;
- E. By complaint to the duly constituted authorities upon notice; and
- F. By imposing penalties and fines for any breach.

#### **ARTICLE X: NOTICE**

Any notice required to be sent to any Homeowner under the provisions of the CCRs or the Articles of Incorporation or these By-Laws shall be deemed to have been properly sent and notice given, when delivered personally or when mailed by regular post with postage prepaid, addressed to the Homeowner at the last known address at the time of such mailing. Notice to one of two or more co-owners of a Home shall constitute notice to all co-owners. It is the obligation of every Homeowner to immediately notify the Property Manager in writing of any change of address.

#### **ARTICLE XI: CONFLICT, INVALIDITY**

SECTION 1. Conflict. Anything to the contrary notwithstanding, if any provision of these By-Laws is in conflict with or contradiction of the CCRs, or with the requirements of any Law, then the requirements of CCRs or Law shall be deemed controlling.

SECTION 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability of or affect the balance of these By-Laws.

#### **ARTICLE XII: CORPORATE SEAL**

The HOA shall have a seal in circular form having within its circumference the words "Crestwood Village at Frederick Homeowners Association, Inc."

#### **ARTICLE XIII: COMPENSATION AND INDEMNIFICATION OF OFFICERS, TRUSTEES AND COMMITTEE MEMBERS**

SECTION 1. Compensation. *No compensation shall be paid to any Trustee or committee member. Nothing stated shall prevent any Trustee, officer or committee member from being reimbursed for out-of-pocket expenses provided that any expenses incurred shall be authorized by the Board and supported by documentation.*

SECTION 2. Indemnification. *The HOA shall indemnify every officer and Trustee of the HOA against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an officer or Trustee in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board) to which such officer or Trustee may be made a party by reason of being or having been an officer or Trustee of the HOA whether or not such a person is an officer or Trustee at the time such expenses are incurred. The officers and Trustees of the HOA shall not be liable to the Homeowners for any mistake of judgement, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and Trustees of the HOA shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the HOA and the HOA shall indemnify and forever hold each such officer and Trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive to any other rights to which any officer or Trustee of the HOA or former officer or Trustee of the HOA may be entitled.*

(SIGNATURE PAGE FOLLOWS)

*IN WITNESS WHEREOF, the Crestwood Village at Frederick Homeowners Association, Inc. has caused this instrument to be executed on this day of \_\_\_\_\_ in the month of \_\_\_\_\_ in the year of 2021, by its President and attested by its Secretary, and the corporate seal affixed, pursuant to a vote of the Homeowners Association conducted in accordance with the Maryland Homeowners Act, Section 11B-116. Previous versions of the By-Laws, with amendments and supplements thereto, are hereby superseded and removed from the Documents but shall be maintained in the permanent files of Crestwood Village at Frederick Homeowners Association, Inc.*

ATTEST:

CRESTWOOD VILLAGE AT FREDERICK  
HOMEOWNERS ASSOCIATION, INC.

\_\_\_\_\_  
Name, Secretary

By: \_\_\_\_\_  
Name, President