

AMENDED BY- LAWS
OF
PEMBROOKE HOMEOWNERS' ASSOCIATION, INC.

I. NAME AND LOCATION: The name of the Corporation is PEMBROOKE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 46909 Pembroke St, Lexington Park, MD 20653, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

II. DEFINITIONS: Unless otherwise set forth herein, the words as used herein shall have the same definitions and meanings as set forth in the Declaration of Covenants recorded on January 4, 2005, among the Land Records of St. Mary's County, Maryland, at Liber 2432, Folio 774, et. seq.

"ARC Guidelines" shall mean the Pembroke HOA – Architectural Control Guidelines recorded among the Land Records for St. Mary's County, Maryland at Liber 0017, Folio 010, and as may be amended from time to time.

"By-Laws" shall mean and refer to these By-Laws as duly adopted by the Association and as amended, from time to time.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Pembroke as recorded among the Land Records for St. Mary's County, at Liber 2432, Folio 774, et. seq., and as may be amended from time to time.

III. MEETING OF MEMBERS

1. **ANNUAL MEETINGS.** The annual meeting of the members shall be held in the month of October.

2. **SPECIAL MEETINGS.** Special meetings of the members may be called at any time by the President or by the majority of Board of Directors, or upon written request of the members who are entitled to vote twenty-five percent (25%) of all of the votes of the membership.

3. **NOTICE OF MEETINGS.** Written or electronic notice (E-mail) of the special meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting.

A. Annual Meeting. The annual meeting shall be announced by written notice, by mailing a copy of the notice, postage prepaid, at least fifteen (15) days prior to the scheduled meeting, to each member entitled to vote at the meeting. The notices shall be mailed to the address of record supplied by the member to the Association.

B. Special Meetings. All special meetings of the members shall be announced by written notice, by mailing a copy of the notice, postage prepaid, at least fifteen (15) days prior to the scheduled meeting, to each member entitled to vote at the meeting.

C. Any member may elect to receive Notice of the Annual and Special Meetings by electronic mail only by notifying the Secretary of their election. An election to receive notices by electronic mail shall be effective until such election is revoked by the member. Emails from the member consenting electronic delivery will be retained in the secretary email account.

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. Members are responsible to notify the board of any change of mailing address within 45 days of the annual meeting. Board of Directors meetings will be posted on the HOA website.

4. **QUORUM.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of membership in "good standing" (Good standing is defined as having all outstanding assessments paid in full and no overdue account balances) shall constitute a quorum for any action except as otherwise provided in the Articles of incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, or the members shall be entitled to exercise the procedure set forth in Maryland Corp. & Assoc.

Code Ann. § 5-206 as the same may be amended from time to time. Once quorum is deemed met, it shall be in effect for the remainder of the meeting.

5. PROXIES. At all meetings of members, each member may vote in person or by general or directed proxy. All proxies shall be in writing or sent electronically and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. Proxy holders must be fully eligible Members of the Association or household members of eligible Members of the Association. A Member may hold no more than two (2) proxies. General proxies and proxies to establish quorum will remain in effect for a maximum of one year from the date of signature/transmission.

6. VOTING. At all meetings of members of the Association, each member present, either in person or by proxy, shall have the right to cast one vote per membership of which he appears the owner on the books of the Association and never more than one vote per membership. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision or of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants, Conditions and Restrictions.

7. SUSPENSION OF VOTING PRIVILEGES. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments, or who has existing architectural violations, as noted from correspondence from the Board or Architectural Chair, or fines due to the Association. These members shall not be counted in calculating the necessary votes for a quorum.

IV. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

1. NUMBER. The affairs of this Association shall be managed by a Board of a minimum of three (3) Directors selected by the members.

2. TERM OF OFFICE. The members shall elect Directors whose terms shall be staggered from one to three years so as to ensure that no more than (2/3) of Directors' terms expire in any year. At the expiration of the term of office of each respective Director, his successor shall be elected to serve a term of two (2) years, with an option to remain in one (1) additional year without having to be reelected. All Directors shall hold office until their successors have been elected and hold their first meeting. In the event there are no replacement directors voted in, a director may elect to hold a second term of office. Directors cannot serve more than two consecutive terms, but may choose to run again after 3 years have passed from their last date holding office.

3. REMOVAL. Any Director may be removed from the Board, with or without cause, by a majority vote of the members present at the annual or special meeting. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting.

4. COMPENSATION. A Director may be reimbursed for his actual, reasonable, expenses incurred in the performance of his duties. Directors will also have annual assessments waived in lieu of service to the association. The positions eligible for waived assessments for term in office are outlined in Section VIII, Paragraph 8, of these bylaws. If a director fails to complete his term in office for the year, no portion of that director's assessment shall be waived.

5. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written or electronic approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

V. NOMINATION AND ELECTION OF DIRECTORS

1. NOMINATION. Nomination for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members, including officers and employees of a corporation or a partner in a partnership having an ownership interest in a Lot.

2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director. However, attendance by a Director at any such special meeting shall constitute a waiver of notice.

3. QUORUM. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

4. ACTION WITHOUT MEETING. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing or by electronic notice, to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

5. OPEN MEETINGS. Except as permitted under Maryland Code, Real Property, Section 11B-111(4), all meetings of the Homeowners Association, including meetings of the Board of Directors or other governing body of the Homeowners Association or a committee of the Homeowners Association, shall be open to all members of the Homeowners Association or their agents.

VII. POWER AND DUTIES OF THE BOARD OF DIRECTORS

1. POWERS. In addition to any other powers granted to the Board of Directors under Maryland law, the Declaration, or these Bylaws, the Board of Directors shall have the power to:

(A) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(B) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment, fine, or violation, levied by the Association. Such rights may also be suspended after notice and hearing, until payment is received in full for infraction of published rules and regulations;

(C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(D) Declare the office of a member of the Board of Directors to be vacant in the event such member shall have been absent from three (3) consecutive regular meetings of the Board of Directors;

(E) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(F) Call a special meeting of the members whenever it deems the same to be necessary or whenever requested in writing so to do by at least twenty-five percent (25%) of the membership;

(G) Elect and remove at pleasure all officers of the Association, reimburse them for expenses incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem necessary or expedient;

(H) Engage and remove at pleasure all agents and employees of the Association upon such terms as the Board of Directors may determine;

(I) Establish, levy and collect the assessments referred to in these By-Laws and the Declaration.

(J) Take appropriate action to enforce the Covenants, By-laws and Architectural Control Guidelines.

2. DUTIES. It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting where such statement is required in writing by twenty-five percent (25%) of the members who are entitled to vote;

(B) Supervise all officer, agents and employees of this Association, and to see that their duties are properly performed;

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

(i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

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

(E) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

- (F) Cause all officers or employees having fiscal responsibility to be bonded, as it may deem
- (G) Cause the Common Area to be maintained;
- (H) Cause the owners to maintain the exterior of the dwellings in accordance with the Declaration and to otherwise enforce its provision.
- (I) Take appropriate action to enforce the covenants, by-laws and Architectural Control Guidelines.

VIII. OFFICERS AND THEIR DUTIES

1. **ENUMERATION OF OFFICERS.** The officers of this Association shall be a President, a Secretary and a Treasurer, an ARC Chair, and such other officers as the Board may from time to time by resolution create.
2. **ELECTION OF OFFICERS.** The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
3. **TERM.** The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until their successors are elected, whichever is later, unless said Officers shall sooner resign, or shall be removed, or otherwise disqualified to serve. The term is from January 1 through December 31.
4. **SPECIAL APPOINTMENTS.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.
5. **RESIGNATION AND REMOVAL.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
6. **VACANCIES.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve until the next annual meeting. Vacancy will be confirmed, by a majority vote of the Board of Directors. Upon confirmation, the candidate filling a vacancy shall serve the remaining term of office for the position appointed.
7. **MULTIPLE OFFICERS.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.
8. **DUTIES.** Except as otherwise determined by the Board, the duties of the officers are as follows:
 - (A) **President:** The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes, and other written instruments and shall have all the general powers and duties which are usually vested in the office of President of a corporation.
 - (B) **Vice President:** The Vice President, if there is one, shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
 - (C) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the Corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
 - (D) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign all checks and drafts of the Association, keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at this regular annual meeting, and delivery a copy to each of the members. Funds must only be deposited in a federally insured financial institution.
 - (E) **ARC Chair:** The ARC Chair shall receive and record approved architectural requests from the ARC and members. The ARC Chair will accept requests for architectural control guideline rule changes, and submit any suggested changes to the Board of Directors for approval. Upon any rule change, the document is to be filed with the Association and recorded with the Declarations and Covenants as an annex.

IX. BOOKS AND RECORDS

Subject to the provisions of the Maryland Homeowners Association Act, the books, records and papers of the Association shall at all times, upon notice, during reasonable business hours, be subject to inspection by any

member, mortgagee, agent or attorney. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost. Books and records kept by or on behalf of Homeowners Association may be withheld from public inspection as permitted by Maryland law. The Homeowners Association may impose a reasonable charge upon a person for copies of the books and records.

X. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments as provided for in the Declaration. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate determined by the Board of Directors but not less than ten percent (10 %) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or pursue a lien against the property pursuant to the Maryland Contract Lien Act. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each lot owner shall be personally obligated to the Association for the annual and special assessments and attorney's fees, interest and costs. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Nothing herein shall be construed to limit the Association from pursuing a personal judgment against any individual lot owner.

XI. INSURANCE

I. HAZARD AND LIABILITY INSURANCE. The Board, or its duly authorized agent, shall have the authority to obtain insurance for all insurable improvements on or within the Common Areas and Recreational Facilities, if any, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also have the authority to obtain a public liability policy covering the Common Areas and Recreational Facilities, if any, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members, employees or agents. Premiums for all insurance on the Common Areas and Recreational Facilities shall be common expenses of the Association, or with regard to the Recreational Facilities, if any, may be borne in whole or in part by user fees. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

2. POLICY PROVISIONS. All such insurance coverage obtained by the Board shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies in the Common Areas shall be for the benefit of the Owners and their mortgages as their interests may appear.

B. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

C. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgages.

D. All casualty insurance policies shall have an inflation guard endorsement.

E. The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, the Management Agent, the Owners, and their respective tenants, servants, agents, and guests; and

(2) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash; and

(3) that no policy may be cancelled, invalidated or suspended on account of the actions of any one or more individual Owners; and

(4) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized Management Agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Management Agent, any Owner, or mortgagee; and

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

3. DAMAGE AND DESTRUCTION.

A. Immediately after the damage or destruction by fire or other casualty to all or any part of the properties covered by insurance written in the name of the Association, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed properties. Repair or reconstruction, as used in this subsection, means repairing or restoring the properties to substantially the same condition in which it existed prior to the fire or other casualty.

B. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least seventy-five (75%) of the Members of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas damage or destruction shall be repaired or reconstructed.

C. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected area of the Property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

D. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed; provided, however, that any such reconstruction or repair shall be done in accordance with current building requirements and may be done with contemporary building materials and achieved by utilizing updated construction systems and technology.

XII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:
PEMBROOKE HOMEOWNERS' ASSOCIATION, INC.-Corporate Seal- Maryland.

XIII. AMENDMENTS

These By-Laws 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. By exception, that these By-Laws may be amended solely by the Board of Directors with Legal counsel concurrence without any other approvals if the same is required to bring the By-Laws into compliance with any requirements of either the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency, or local, state or federal law. In the case of any conflict between the Articles of Incorporated and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

XIV. MISCELLANEOUS

I. FISCAL YEAR. The fiscal year of the Association shall be as determined by the Board of Directors.

2. INDEMNIFICATION OF OFFICERS AND DIRECTORS. Each officer and director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of being or having been a director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the director or officer or person may be entitled by law, or agreement, or vote of the members, or otherwise.

IN WITNESS WHEREOF, We, being all of the Directors of the PEMBROOKE HOMEOWNERS' ASSOCIATION, INC., have hereunto signed this day October 4, 2014.

APPROVED

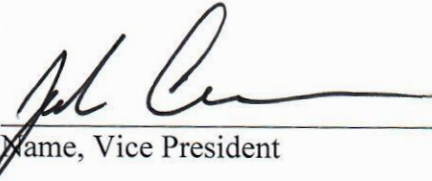
Approved at Annual Meeting of the Pembroke Homeowners Association October 4, 2014

Amended Bylaws for Pembroke HOA, INC
October 4, 2014

Approval Signatures


Name, President


August 26, 2014
Date


Name, Vice President

25 AUG 2014
Date


Name, Treasurer

25 Aug 2014
Date


Name, ARC Chairman

25 Aug 2014
Date

Karen MacRae
Name, Secretary

August 26, 2014
Date

LIBER 0023 FOLIO 388

DOCUMENT VALIDATION

LR - HDA Dep Amendment
25.00
HDA Name: PEMBRROKE
HDA
Reference/Control #:
23/380 KAREN
MACKAR

Total: 50.00
08/30/2016 10:23
CC18-MB
#6823526 CC0704 - St
Mary's
County/CC07.04.01 -
Register 01

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Circuit Court for St. Mary's County
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