

FOURTH AMENDED AND RESTATED BY-LAWS
OF
PELHAM MANOR HOMEOWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, on November 19, 2003, the Board of Directors of Pelham Manor Homeowners Association, Inc. adopted the original By-Laws of said Association ("Original By-Laws"); and

WHEREAS, Article XV Section 1 of the Original By-Laws provides in pertinent part that the By-Laws may be amended at a regular or special meeting for the Members by a vote of a majority of a quorum of Members present in person or by proxy; and

WHEREAS the requisite meeting and majority vote were obtained, approval of the amended By-Laws was given,

THEREFORE, the By-Laws of the Pelham Manor Homeowners Association, Inc., adopted November 19, 2003 and subsequently amended on November 20, 2014 and on January 14, 2015 and on March 8, 2017; are hereby replaced in their entirety as follows:

ARTICLE I
NAME AND LOCATION

The name of the corporation is Pelham Manor Homeowners Association Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be 1 Manor Circle, Elkton, MD 21921, but meetings of members and directors may be held at such places within the State of Maryland, County of Cecil or Harford, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Pelham Manor Homeowners Association, Inc., a Maryland corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions entitled "Pelham Manor Homeowners Association, Inc., Declaration of Covenants, Conditions and Restrictions, Land Use, Architectural Control and Common Areas and Declaration of Covenants, Conditions and Restrictions entitled "Pelham Manor Homeowners Association, Inc., Declaration of Covenants, Conditions and Restrictions, Storm Water Management Facilities".

LR - Agreement
Recording Fee 20.00
Name: pelham manor
Ref: downs beste &
blackson
LR - Agreement
Surcharge 40.00
=====

SubTotal:	60.00
=====	
Total:	60.00
08/12/2021 01:20	
CC07-AB	
#15302825 CC0202 -	
Cecil	
County/CC02.02.03 -	
Register 03	

Section 3. "Common Area" shall mean all real property (including all improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including open space.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any approved preliminary plan or recorded subdivision plat of the Properties, together with all buildings and improvements thereon, with the exception of the Common Area.

Section 5. "Amenities" shall mean the entrance walls, Project Development Signs, architectural features and landscaped areas to be built on the Properties by the Declarant.

Section 6. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, and excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declaration" shall mean and refer to the "Pelham Manor Homeowners Association, Inc., Declaration of Covenants, Conditions and Restrictions, Land Use, Architectural Control and Common Areas (the "Land Use Declaration) and Declaration of Covenants, Conditions and Restrictions entitled "Pelham Manor Homeowners Association, Inc., Declaration of Covenants, Conditions and Restrictions, Storm Water Management Facilities" (the "Storm Water Declaration") as amended and supplemented from time to time applicable to the Properties recorded among the Land Records of Cecil County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declarations.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first meeting of the Members shall be held within one (1) year from the date of incorporation of the Association as determined by the Board of Directors and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter at the hour of 7:30p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The Board of Directors may, by resolution, change the date of the annual meeting of the members.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 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 such notice, postage pre-paid, at least twenty (20) days but not more than ninety (90) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, the records of the State Department of Assessments and Taxation or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 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 approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a 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 one (1) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. 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 or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 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 three (3) days notice to each Director.

Section 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 as which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have 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; pertaining to the control and keeping of pets; pertaining to the maintenance and use of Lots and improvements; pertaining to the maintenance or removal of unsafe or unsanitary structures or conditions.
- b. 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 Declarations.
- c. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (30) consecutive regular meetings of the Board of Directors.
- d. Employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.
- e. Establish reasonable procedures and fees for the processing of applications for approval submitted to the Board or Architectural Committee pursuant to Article V of the Land Use Declaration.

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

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.
- b. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

c. As more fully provided in the Declarations, to:

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

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

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

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

e. Procure and maintain adequate liability and hazard insurance on property owned and/or maintained by the Association.

f. Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.

g. Cause the Amenities and Common Area to be maintained as the Budget allows.

h. Cause the Storm Water Management Facility defined in the Storm Water Declaration to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of the Offices. The officers of this Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 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.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) or two (2) year terms, as determined by the Board, unless he or she shall sooner resign or shall be removed or otherwise be disqualified to serve.

Section 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.

Section 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 by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Duties. 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 and other written instruments and shall co-sign all promissory notes. The President shall be an active controller and key executive of the Homeowners' Association bank accounts.

b. Vice-President: The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him or her 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 directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books at the completion of each fiscal year, and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX 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.

ARTICLE X LIABILITY INSURANCE

The Association shall maintain liability insurance in such amounts to provide maximum coverage for its agents in accordance with Maryland law. The policy shall cover liability incurred by the Association and/or its agents, as a result of the acts or omission of its agents in providing services or performing duties on behalf of the Association.

ARTICLE XI COMMITTEES

The Board of Directors shall appoint one or more Architectural Control Committees as provided in the Land Use Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as are deemed appropriate in carrying out the purposes of the Association.

ARTICLE XII 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 Declarations, 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 a reasonable cost.

ARTICLE XIII ASSESSMENTS

As more fully provided in the Declarations, each Member is obligated pay to the Association annual assessments which are secured by a continuing lien upon the property against which the assessment is made. 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 of twelve percent (12%) per annum, or at such other rate, not exceeding that charged by Cecil County for delinquent real estate tax payments. In addition, if the assessment is delinquent at least fifteen (15) days, a late fee of Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment, whichever is greater, shall be assessed, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or abandonment of his Lot.

ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the year of its incorporation.

ARTICLE XV AMENDMENTS

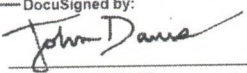
Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Mortgage Agencies as defined in the Declarations shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declarations and these By-Laws, the Declarations shall control.

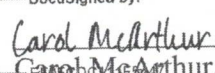
ARTICLE XVI FISCAL YEAR

The fiscal year of the Association shall begin on the first (1st) day of January and end the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

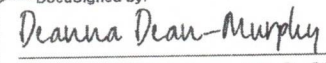
WE, being all Directors of the Pelham Manor Homeowners Association, Inc., have hereunto set our hands this 23rd day of July, 2021.

DocuSigned by:
ATTEST:  Date: 7/23/2021
John Davis, President

ATTEST: VACANT
Vice President

DocuSigned by:
ATTEST:  Date: 7/23/2021
Carol McArthur, Treasurer

DocuSigned by:
ATTEST:  Date: 7/23/2021
Crystal Caleb, Secretary

DocuSigned by:
ATTEST:  Date: 7/23/2021
Deanna Murphy, ARC Chair