

✓ Constant Friendship Homeowners Association, Inc.

# HOMEOWNERS ASSOCIATION DEPOSITORY INFORMATION

To Whom It May Concern:

I hereby certify that the following statements are true and accurate to the best of my knowledge.

Maryland Homeowners Association, Act. Section 11B-112(c) of the real property article, annotated code of Maryland.

## Exhibit A Depository Information

REC FE 50.00  
HARF.CO. 50.00  
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- (1.) (i) Name, Principal Address and Telephone number of Vendor of declarant.

Constant Friendship Homeowners Association, Inc.  
25 West Courtland Street  
P.O. Box 767  
Bel Air, Md. 21014  
(410) 879-8333

- (ii) Board of Directors:

William D. Hess, Jr., 15 Aberdeen Shopping Plaza, Aberdeen, MD. 21001  
John Noakes, 3475 Howell Court, Abingdon, MD. 21009  
Phillip M. Hess, 15 Aberdeen Shopping Plaza, Aberdeen, MD. 21001  
Chris Serbeck, 202 Trellis Court, Abingdon, MD. 21009

- (2.) Name of HOA, State of Incorporation and resident agent.

The name of the HOA is Constant Friendship Homeowners Association, Inc. a Maryland Corporation, and its resident agent is Trenton Property Services, Inc. 25 West Courtland Street, Bel Air, Md. 21014.

- (3.) Location of Development; a minimum and maximum number of Lots planned or permitted:

Constant Friendship is located off of Tollgate Road in Abingdon, Maryland 21009, on Clairborne Way, Talbott Court, Howell Court, Betterton Circle, Cheverly Court, Uniontown Way, Lodgecliffe Court, Ellerslie Court, Midland Court, Garrison Circle, Fullerton Place, Deale Place, Overlea Place, Delmar Court, Logan Court, Tipton Way, Sunray Court, Oakton Court, Ashton Way; and off of Singer Road, on Trellis Lane, Barton Court, Trellis Court, Suitland Place, Cascade Drive, Gaitner Place, Avondale Court.

- (ii) Vendor or Declarant property to be dedicated:

Yes.

- (4.) Is Development within a part of another development?

No

- (5.) Is there reserved annexation rights?

Yes, the developer has reserved the right to annex other parcels, but is not required to annex any additional parcels. no annexation shall be effective unless a supplementary declaration containing a specific description of the property subject thereto is recorded among the land records of Harford County.

- (6.) (i) Article of Incorporation and By-Laws of Homeowners Association:

See Articles of Incorporation for Constant Friendship Homeowners Association, Inc. and By-Laws attached hereto.

- (ii) Copy of Declaration, other Covenants, Restrictions, Rules and Regulations:

- See Declaration of Covenants and Restrictions, attached hereto.

- See Operating Guidelines and Rules and Regulations, October 1992, for Townhouse Section, attached hereto.

- See Operating Guidelines and Architectural Standards, Issue 1, 1991, for Single Family Homes Section, attached hereto.

- (7.) A description or statement of any property which is currently planned to be owned, leased, or maintained by the Homeowners Association.

All real property owned by the Association for the Common use and enjoyment of the owners including particularly, but not by way of limitation, parking areas, paving, cluster mail boxes, walkways, and other facilities and installations in, on, under or over any land or easement area or for the use and benefit thereof.

- (8.) (i) Description or zoning and other land use requirements:

Harford County Zoning & Building Code.

- (ii) Information concerning Constant Friendship Homeowners Association, Inc. is available for inspection at:

Trenton Property Services, Inc.  
25 West Courtland Street  
Bel Air, Md. 21014  
(410) 879-8333

(9.) (i) Commencement of Fees or assessments:

From date of settlement.

(ii) Procedures for increasing and decreasing assessments:

From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than (i) 10% above the maximum assessment for the previous year.

From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessments may only be increased above 10 percent (10%) or a 2/3 vote of each class of members voting in person or by proxy at a meeting duly called for this purpose.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(iii) How delinquencies are handled.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot to recover the assessed and lien amount, with interest, court costs and reasonable attorney's fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

(iv) Are delinquent assessments or fees personal obligation?

Delinquent assessments or fees are personal obligations of the owners of the lot.

(v & vii) Interest, late charges, attorney fees and other consequences of failure to pay assessments.

See Declaration of Covenants, Conditions and Restrictions Article IV Sections 10-12, attached hereto.

(vi) Applicability of Maryland Contract Lien Act.

See Declaration of Covenants, Conditions and Restrictions Article IV sections 10 - 12, attached hereto.

(10.) Description of reserved Vendor or Declarant rights:

- (i) The right of the Declaration (and its sales agents, representatives and invitee's) to the non-exclusive use of the common areas for office, construction, display, sales and exhibit purposes, which right the Declarant hereby reserves, provided however, the aforesaid right of the Declaration shall terminate with respect to the common areas upon the sale and settlement of all the lots within the property.
- (iii) Exemptions from use restrictions or architectural control provisions contained in the Declaration or provisions by which the Declarant or the Vendor intends to maintain control over the Homeowners Association.
- (ii) Trenton Property Services, Inc.  
25 West Courtland Street  
Bel Air, Md. 21014  
(410) 879-8333

  
William L. Harrison

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## BY-LAWS

### OF

## CONSTANT FRIENDSHIP HOMEOWNERS ASSOCIATION, INC.

### ARTICLE I

#### NAME AND LOCATION

The name of the corporation is CONSTANT FRIENDSHIP HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 13 Aberdeen Shopping Plaza, Aberdeen, Maryland 21001, but meetings of members and directors may be held at such places within the State of Maryland, County of Harford, as may be designated by the Board of Directors.

### ARTICLE II

#### DEFINITIONS

Section 1. "Association" shall mean and refer to CONSTANT FRIENDSHIP 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 "Constant Friendship Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions, Land Use, Architectural Control and Common Areas", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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 and private roads.

Section 4. "Lot" shall mean and refer to any plot of land shown upon

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any approved preliminary plan or recorded subdivision map of the Properties, together with all buildings and improvements therein, with the exception of the Common Area.

Section 5. "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 6. "Declarant" shall mean and refer to Constant Friendship, Inc., its successors and assigns, if such assigns should acquire more than one (1) undeveloped Lot from Constant Friendship, Inc. for the purpose of development and are expressly granted the rights of the Declarant in conjunction therewith.

Section 7. "Declaration" shall mean and refer to the "Constant Friendship Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions, Land Use, Architectural Control and Common Areas" applicable to the Properties recorded among the Land Records of Harford County, Maryland.

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

### 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, 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 7:30 p.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

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not a legal holiday.

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 prepaid, 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. Quorum. The presence at the meeting of Members entitled to cast or of proxies entitled to cast one-twentieth (1/20) of the votes of each class of membership 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 and provide for notice of an additional meeting at which the Members present shall constitute a quorum.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be initially managed by a Board of three (3) Directors who need not be members of the Association. A majority of the entire Board of Directors is authorized to increase the number of Directors to a maximum of nine (9).

Section 2. Term of Office. Directors shall be elected at the annual meeting of Members in accordance with the Articles of Incorporation.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. 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 for the unexpired term of his predecessor.

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 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



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consist of a Chairman, who shall be a member of the Board of Directors, and two (2) 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 Declaration. 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 not less than 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 at 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. Suspend the voting rights and right to use the recreational facilities of a Member or anyone to whom the Member's right of use has been delegated during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days 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 be 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. 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 Declaration.

g. Enter into agreements providing for the rental, lease or use of the Association's facilities or facilities which are not owned by the Association.

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 Declaration, 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 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 by the Association.

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

g. Cause the Common Area to be maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of 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) year unless he 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