



12051 TECH ROAD, SUITE B • SILVER SPRING, MARYLAND 20904-1999
TEL. (301) 680-0700 FAX. (301) 625-0438
TOLL FREE 1-877-486-2816
ADMIN@CHAMBERSMANAGEMENTINC.COM

December 11, 2012

MEMORANDUM

TO: All Homeowners

RE: Arbor View Homeowners Association (HOA)
Recorded Bylaw Amendment

Enclosed please find a copy of the recently approved Amendment to the HOA Bylaws which was recorded among the Land Records for Prince George's County on October 9, 2012.

Please retain this copy with your important HOA documents and records.

Thank you.

Arbor View HOA
Board of Directors

Clerk of the
Circuit Court

2012 OCT 19 AM 11:11

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ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.
AMENDMENT TO THE BYLAWS OF

(Notice of meetings and e-mail voting, quorum, open and closed meetings, fidelity insurance and fidelity bonds, maintenance and inspection of books and records, rule making authority, dispute resolution procedure and enforcement)

THIS AMENDMENT TO THE BYLAWS ("Amendment") is made this 18th day of August 2012, by Arbor View Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Association is a duly created homeowners association pursuant to the Maryland Homeowners Association Act (Real Property Article, Annotated Code of Maryland, 11B-101 et. seq.) and by virtue of the recordation of its Declaration, on or about August 12, 1986, among the Land Records of Prince George's County in Liber 6386, Folio 689 et seq. (the "Declaration"); and

WHEREAS, the original Bylaws of the Association were recorded in the Homeowners Association Depository for Prince George's County, on or about August 12, 1986, at Book 2, Page 1204 et seq.; and

WHEREAS, the Board of Directors has determined that it is necessary to amend the current Bylaws in order to address notice of meetings and e-mail voting, quorum, open and closed meetings, fidelity insurance and fidelity bonds, maintenance and inspection of books and records, rule making authority, dispute resolution procedure and enforcement; and

WHEREAS, pursuant to XV of the Bylaws, the Bylaws may be amended by the affirmative vote of a majority of a quorum of Members present in person or by proxy at a regular or special meeting of the Members; and

WHEREAS, Article III, Section 3 of the Bylaws provides that notice of any regular or special meeting shall be given to each Member at least ten (10) days, but not more than sixty (60) days in advance of the meeting upon which an amendment will be voted upon; and

WHEREAS, written notice of this Amendment was sent to each Member in accordance with the Bylaws; and

WHEREAS, Members representing a majority of a quorum of Members present in person or by proxy at a duly constituted meeting able to vote on the Amendment have approved this Amendment.

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NOW THEREFORE, the Association hereby amends the Bylaws of Arbor View Homeowners Association Inc. as follows:

1. By deleting Article III, Section 3 of the Bylaws in its entirety and substituting the following:

Section 3. Notice of Meetings.

(a) The Secretary, or the Managing Agent under the supervision of the Secretary, shall provide Owners with notice of each annual or special meeting. Unless otherwise provided herein, such notice shall be in writing and shall be either delivered or mailed to each Owner at least ten (10) days, but not more than ninety (90) days prior to the meeting, at the address shown on the Association's roster of Owners on the date of the notice. If mailed, the notice shall be deemed given when deposited in the United States mail, postage prepaid and addressed to the Owner at the address on the Association's roster as of the date of the notice. Said notice may also be made by "electronic transmission" as defined by the Maryland Homeowners Association Act ("Act"), if the requirements of Section 11B-113.1 of the Act are met. The notice shall specify the day or date, time, place and purpose of the meeting.

(b) The notice shall also state that if the number of Owners present at a meeting does not constitute a quorum, the meeting may be adjourned and another meeting of the Owners may be called for the same purpose, if:

(1) a majority of the Owners, present at the meeting in person or by proxy vote to approve the additional meeting; and,

(2) at least ten (10) but not more than ninety (90) days notice of the time, place and purpose of the additional meeting is delivered or mailed to all Owners. The notice shall also set forth that at the additional meeting the Owners present at the meeting, in person or by proxy, shall constitute a quorum and that a majority of those Owners may take any action which could have been taken at the original meeting.

2. By deleting Article III, Section 4 of the Bylaws in its entirety and substituting the following:

Section 4. Quorum. A quorum is deemed present throughout any meeting of the Association if persons entitled to cast ten percent (10%) (or such lesser percentage as may be provided by Maryland law) of the total authorized votes are present in person or by proxy at the beginning of the meeting.

3. By deleting Article III, Section 9 of the Bylaws in its entirety and substituting the following Section 9 and adding a new Section 10 as follows:

Section 9. Open Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep or cause to be kept a minute book of the Board recording therein all resolutions adopted by the Board and all relevant transactions and proceedings occurring at such meetings.

Except as provided herein, all meetings of the Board of Directors shall be open to all Owners. Notwithstanding that such meetings shall be open, no person other than members of the Board of Directors shall be entitled to seek

recognition, vote or otherwise participate at the meetings, unless provided otherwise by the Act, the Declaration or as set forth in Article VI, Sections 1 and 1.5 of these Bylaws. The Board shall have the power to expel from any meeting any and all persons who refuse to conduct themselves appropriately while attending such meeting or who disrupt the proceedings of the Board.

Section 10. Closed Meetings.

(a) A meeting of the Board may be held in closed session for the purposes set forth in Section 11B-111 of the Act, as amended from time to time. Such purposes include the following:

- (i) Discussion of matters pertaining to employees and personnel; or
- (ii) Protection of the privacy or reputation of individuals in matters not related to Association business; or

- (iii) Consultation with legal counsel on legal matters; or
- (iv) Consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters; or

- (v) Investigative proceedings concerning possible or actual criminal misconduct; or
- (vi) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the Association; or

- (vii) Compliance with a specific constitutional, statutory or judicially imposed requirement protecting particular proceeding or matters from public disclosure; or
- (viii) Discussion of individual owner assessment accounts.

(b) ~~The Board may vote to hold a closed session for these specific purposes, but the Board may also choose to discuss any of these issues in an open meeting. If a meeting is held in closed session, an action may not be taken and a matter may not be discussed if it is not permitted by the Act. A statement of the time, place, and purpose of the closed meeting, the record of the vote of each Board member by which the meeting was closed, and the recitation of the authority to close the meeting pursuant to Section 11B-111 of the Act, shall be included in the minutes of the next meeting of the Board.~~

4. By deleting Article VI, Section 1 of the Bylaws in its entirety and substituting the following Section 1 and adding a new Section 1.5 as follows:

Section 1. Regular Meetings.

(a) Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but such meetings shall be held at least once every three (3) months during each fiscal year. Notice of regular meetings of the Board shall be given to each Director by mail or telephone at least ten (10) days prior to the day named for such meeting. Said notice may also be made by

"electronic transmission" as defined by the Act, if the requirements of Section 11B-113.1 of the Act are met. The date of the next regular meeting may be set at a meeting and such action shall constitute notice of the next meeting to all Directors present at the prior meeting. Each regular meeting shall provide a designated period of time to allow Owners an opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics, the Owners' comments may be limited to the topics listed on the meeting agenda.

(b) Regular meetings of the Board, except those held pursuant to Section 11B-111 (4) of the Act shall be open to all Owners. All members of the Association shall be given reasonable notice of all regularly scheduled open meetings of the Association.

(c) The notice requirements contained in this Section may be met by the publication of a schedule setting forth in advance the day or date, time and location of regular Board meetings.

Section 1.5. Special Meetings. Special meetings of the Board may be called by the President on three (3) business days notice to each Director by mail, in person or by telephone. Said notice may also be made by "electronic transmission" as defined by the Act, if the requirements of Section 11B-113.1 of the Act are met. The notice shall include the day or date, time, place and purpose of the meeting. Upon written request of at least two (2) Directors, special meetings of the Board shall be called by the President or Secretary in like manner and on like notice. Notice to Owners of special meetings of the Board shall be given prior to the meeting in a manner determined by the Board. Each Special meeting shall provide a designated period of time to allow Owners an opportunity to comment on the topics listed on the meeting agenda. No business shall be transacted at a special meeting of the Board except that stated in the notice.

5. By deleting Article VI, Section 4 of the Bylaws in its entirety and substituting the following:

Section 4. Fidelity Insurance and Fidelity Bonds. The Board of Directors shall require adequate blanket fidelity insurance or fidelity bonds to protect against dishonest acts on the part of officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for administering funds of the Association. The premium on all fidelity insurance and fidelity bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense. The fidelity insurance and fidelity bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association. Such fidelity insurance and fidelity bond shall:

(I) Name the Association as an obligee;

(II) The amount of the fidelity insurance and fidelity bond, which is required pursuant to Section 11B-111.6 of the Act, shall equal at least the lesser of: (i) three (3) months worth of gross common charges and the total amount held in all investment accounts at the time the fidelity insurance and fidelity bond is issued; or (ii) three millions dollars (\$3,000,000.00);

(III) Contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

6. By deleting Article VII, Section 1 (a) of the Bylaws in its entirety and substituting the following:

(a) adopt and publish Rules and Regulations governing the use of the Common Areas and the Lots and the personal conduct of the Members and their family members and guests thereon, and to establish reasonable penalties for the infraction of said Rules and Regulations and the Declaration and these Bylaws, including the imposition of monetary fines which shall become a continuing lien upon the Lot and shall be collectible in the same manner as an assessment.

7. By deleting Article XII, Sections 3 and 5 of the Bylaws in their entirety and substituting the following:

Section 3. Maintenance and Inspection of Books and Records.

(a) The books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The books shall be kept with detailed accounts, in chronological order, of receipts, expenditures, and other transactions of the Association. The books and records shall specify the maintenance, repair and service expenses of the Common Areas incurred by the Association.

(b) All books and records kept by or on behalf of the Association, except for those items listed in subsection (c) below shall be made available for examination and copying by an Owner, an Owner's mortgagee, and their respective duly authorized agents or attorneys, during normal business hours, and after reasonable notice.

(c) If an Owner requests in writing a copy of financial statements of the Association or the minutes of a meeting of the Board of Directors or other governing body of the Association to be delivered, the Board of Directors or other governing body of the Association shall compile and send the requested information by mail, electronic transmission, or personal delivery:

- (1) Within 21 days after receipt of the written request, if the financial statements or minutes were prepared within 3 years immediately preceding receipt of the request; or
- (2) Within 45 days after receipt of the written request, if the financial statements or minutes were prepared more than 3 years before receipt of the request.

(d) Books and Records kept by or on behalf of the Association may be withheld from public inspection, except for inspection by the person who is the subject of the record or the person's designee or guardian, to the extent that they concern:
(1) Personnel records, not including information on individual salaries, wages, bonuses, and other compensation paid to employees;

(2) An individual's medical records;

(3) An individual's personal financial records, including assets, income, liabilities, net worth, bank balances, financial history or activities, and creditworthiness;

(4) Records relating to business transactions that are currently in negotiation;

(5) The written advice of legal counsel; or

(6) Minutes of a closed meeting of the Board of Directors or other governing body of the Association, unless a majority of the a quorum of the Board of Directors or governing body of the meeting approves unsealing the minutes or a recording of the minutes for public inspection.

(e) Except for a reasonable charge imposed on a person desiring to review or copy the books and records or who requests delivery of information, the Association may not impose any charges under Section 11B-112 of the Act. A charge imposed pursuant to this Section for copying books and records may not exceed the limits authorized under Title 7, Subtitle 2 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

8. By adding a new Article XVII to the Bylaws as follows:

Article XVII

Rule Making Authority, Dispute Resolution Procedure and Enforcement

Section 1. Rule Making Authority. The Association shall be used only for those uses and purposes set out in the Declaration and Bylaws. The Board shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Lots, Dwelling Units and the Common Areas, provided it complies with the following provisions:

(a) Proper notice of the proposed new or revised rules must be given to the Owners, including:

(1) a copy of the proposed new or revised rules;

(2) the date that the Board proposes that the new or revised rules take effect;

(3) notice to the Owners that they may submit written comments to the Board concerning the proposed new or revised rules; and

(4) fifteen (15) days notice of the date of an open Board meeting to be held for the purpose of discussing the new or revised rules.

(b) Prior to the rules taking effect, an open Board meeting must be held to give the Owners an opportunity to discuss the new or revised rules. The meeting is valid only if:

(1) all Owners are given notice of the open Board meeting at least 15 days prior to the meeting;

(2) a quorum of the Board of Directors is present at the meeting.

(c) After the above requirements have been fulfilled, the Board can elect to adopt any or all of the proposed rules either at the end of the open Board meeting or at a subsequent regular Board meeting or special Board meeting held to adopt the proposed rules.

Copies of all enacted rules and regulations shall be furnished to the Owners. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the property and shall be collected in the same manner as any other assessment levied against an Owner pursuant to the Declaration, and to suspend an Owner's right to use the Common Areas and to vote. Each day of a continuing violation may be considered a separate violation. Nothing herein contained shall be construed to limit the Association's right to any other additional remedies available to it at law or in equity to enforce the Declaration, these Bylaws, or the Rules and Regulations of the Association. The remedies contained herein shall be construed as cumulative of the Association's other rights of enforcement at law or in equity or any other remedies available to the Association.

Section 2. Dispute Resolution Procedure. The Board or its designated committee may not impose a fine, suspend voting rights (unless the suspension or revocation is related to the Owner's failure to provide a current address or unless a statement of lien has been filed against the Lot and the lien has not been satisfied), or infringe upon any other rights of a member or other occupant for violation of the Declaration, these Bylaws, or the Rules and Regulations unless and until the following provisions as set forth below are followed. For purposes of this Section, attorney's fees incurred by the Association in enforcing the Declaration, these Bylaws, or Rules and Regulations against an Owner and assessed against that Owner by the Board shall be deemed a reimbursement of the expenses incurred and shall not be deemed a sanction, fine or an infringement upon any other right of an Owner.

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (1) the alleged violation; (2) the action required to abate the violation; and (3) a time period, not less than ten (10) days, during which the violation may be abated without further sanction if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not a continuing one.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the alleged violator with written notice of a hearing to be held by the Board. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and (4) the proposed sanction to be imposed.

(c) Hearing. At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the hearing. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered such notice. The notice requirements shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed. A decision pursuant to these procedures shall be appealable to the Courts of Maryland.

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(d) Sanctions. If, after notice and hearing as stated herein, the Board or its designated committee shall determine that there has been a violation of the Rules and Regulations, the Declaration or these Bylaws, it shall have the power to impose sanctions against the Owner, including reasonable monetary fines as shall be determined by the Board or its designated committee. In the event the fines are not paid, such fines will be considered a lien against the Lot belonging to such Owner, and shall be collectible in the same manner as assessment. The Association shall be entitled to an award of all attorney's fees and costs of collection actually incurred to collect the amount due hereunder.

(e) Owner's Failure to Comply. If any Owner fails to comply with the Act, the Declaration, or these Bylaws or a decision rendered pursuant to this Section, the Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Owner.

(f) Effect of Failure to Enforce Provision. The failure of the Association to enforce a provision of the Act, the Bylaws, this Declaration, or the rules and regulations on any occasion is not a waiver of the right to enforce any provision on any other occasion.

Section 4. Legal Proceedings. Failure to comply with the terms of the Declaration, these Bylaws and the duly enacted Rules and Regulations shall be grounds for relief, including without limitation, an action to recover sums for money damages, injunctive relief, foreclosure of the lien for non-payment of assessments and any other relief afforded by a Court of competent jurisdiction, all of which relief may be sought by the Association, or by any other Owner. Failure or forbearance by the Association or by an Owner to enforce a provision of the Bylaws, this Declaration or the duly enacted Rules and Regulations shall in no event be deemed a waiver of the right to enforce any provision on any other occasion. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted breach of any of the within covenants or restrictions or any provision of these Bylaws or the Declaration or the Rules and Regulations cannot be adequately remedied by an action at law or exclusively by recovery of damages.

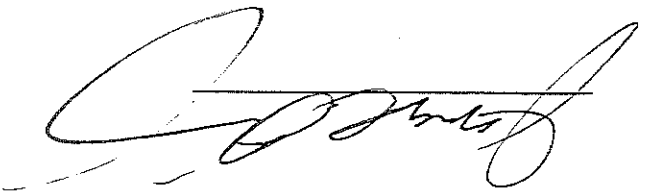

Section 5. Costs and Attorney's Fees. In any legal proceeding instituted by an Owner, or arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of such proceeding and all attorney's fees actually incurred. In the event that a legal proceeding was not filed against an Owner, but attorney's fees were nonetheless incurred in enforcing these Bylaws, the Declaration or the duly enacted Rules and Regulations against an Owner, the Board may assess all such attorney's fees against the Owner and thereafter said fees shall constitute a lien against that Owner's Lot and be collectible in the same manner as an assessment.

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IN WITNESS WHEREOF, the Association has executed this Amendment, the day and year first above written.

AMENDMENT APPROVED BY:

BOARD OF DIRECTORS OF ARBOR VIEW
HOMEOWNERS ASSOCIATION, INC.

By: R. James Harvey, President

By: Maurice A. Johnson, Secretary

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CERTIFICATE OF THE SECRETARY OF
ARBORVIEW HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that on the 28th day of August, 2012, that I was acting Secretary of Arbor View Homeowners Association, Inc. at the meeting of the Association at which the aforesaid Amendment was approved, and that I was the person authorized pursuant to the Association's Bylaws to count the votes at said meeting. I further certify that said approval was by Members having the required percentage of votes required by the Association's Bylaws, and that, accordingly, the aforesaid Amendment shall be effective.

ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.

By: Maurice A. Jefferson, Secretary

ATTEST: J. Thomas Barry, President

STATE OF MARYLAND

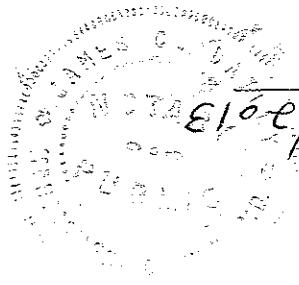
COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY that on this 28th day of August, 2012 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Maurice A. Jefferson who acknowledged himself/herself to be the Secretary of Arbor View Homeowners Association, Inc. named in the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged that he/she executed the same for the purpose therein contained

AS WITNESS my hand and seal.

J. Thomas Barry
Notary Public

My Commission expires: 12/17/2013



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STATE OF MARYLAND

COUNTY OF Montgomery TO WIT:

I HEREBY CERTIFY that on this 28th day of August, 2012 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared L. Diane Savoy, who acknowledged himself/herself to be the President of Arbor View Homeowners Association, Inc. named in the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged that he/she executed the same for the purpose therein contained

AS WITNESS my hand and seal.

Notary Public

[Handwritten Signature]

My Commission expires: 12/17/2013



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State of Maryland Land Instrument Intake Sheet

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.
 (Type or Print in Black Ink Only All Copies Must Be Legible)

() Check Box if Addendum Intake Form is Attached.

1	Type(s) of Instruments		Deed	Deed of Trust	Lease	Mortgage	Other
	Conveyance		Improved Sale	Unimproved Sale	Multiple	Not an Arms-Length Sale [9]	
2	Check Box		Improved Sale	Arms-Length [1]	Arms-Length [2]	Arms Length [3]	
	Tax Exemptions (if Applicable)		County Transfer	State Transfer	Recordation		
3	Citie or Explain Authority		County Transfer	State Transfer	Recordation		
	4		Consideration	Amount	Transfer and Recordation Tax Consideration	Finance Office Use Only	

4	Consideration and Tax Calculations		Purchase Price/Consideration	\$.00
	Other:		Any New Mortgage	\$.00
5	Fees		Balance of Existing Mortgage	\$	
	Other:		Full Cash Value	\$.00
6	Description of Property		Recording Charge	\$	20.00
	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority filed in Real Property Article Section 3-104(g)(3)(i).		Surcharge	\$	95.00
7	If Partial Conveyance, List Improvements Conveyed: N/A		State Recordation Tax	\$	0.00
	Doc. 1 - Grantor(s) Name(s)		State Transfer Tax	\$	0.00

7	Doc. 2 - Grantor(s) Name(s)		County Transfer Tax	\$	0.00
	Arbor View Homeowners Association		Ag. Tax/Other:	\$	

8	Arbor View Homeowners Association		Other	\$	
	Doc. 1 - Grantor(s) Name(s)		Other	\$	

9	Arbor View Homeowners Association		Other	\$	
	Doc. 2 - Grantor(s) Name(s)		Other	\$	

10	Arbor View Homeowners Association		Other	\$	
	Doc. 1 - Grantor(s) Name(s)		Other	\$	

11	Arbor View Homeowners Association		Other	\$	
	Doc. 2 - Grantor(s) Name(s)		Other	\$	

12	Arbor View Homeowners Association		Other	\$	
	Doc. 1 - Grantor(s) Name(s)		Other	\$	

13	Arbor View Homeowners Association		Other	\$	
	Doc. 2 - Grantor(s) Name(s)		Other	\$	

14	Arbor View Homeowners Association		Other	\$	
	Doc. 1 - Grantor(s) Name(s)		Other	\$	

15	Arbor View Homeowners Association		Other	\$	
	Doc. 2 - Grantor(s) Name(s)		Other	\$	

16	Arbor View Homeowners Association		Other	\$	
	Doc. 1 - Grantor(s) Name(s)		Other	\$	

17	Arbor View Homeowners Association		Other	\$	
	Doc. 2 - Grantor(s) Name(s)		Other	\$	

18	Arbor View Homeowners Association		Other	\$	
	Doc. 1 - Grantor(s) Name(s)		Other	\$	