

BY-LAWS
OF
FORREST FARM HOMEOWNERS' ASSOCIATION, INC.

RECORDING FEE 50.00
TOTAL 50.00
Rest # SW02 Rcpt # 71587
JWH KEB Blk # 261
Jan 04, 2000 01:45 PM

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**BYLAWS
OF
FORREST FARM HOMEOWNERS' ASSOCIATION, INC.**

I Name and Location

1. **Name.** The name of the corporation is "FORREST FARM HOMEOWNERS' ASSOCIATION, INC.", hereinafter referred to as the "Association".

2. **Principal Office.** The post office address of the principal office of the Association shall be C/O Lacer, Sparling, Densford & Reynolds, P.A., 22335 Exploration Drive, Suite 2030, Lexington Park, Maryland 20653, but meetings of Members and directors may be held at such places as may be designated by the Board.

II Definitions:

Except as otherwise set forth herein, the definition of any term contained herein shall be as set forth in the Declaration of Covenants, Conditions and Restrictions of the Association.

III Meetings of Members

1. **Annual Meetings.** The initial meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time and place within St. Mary's County, Maryland selected by the Board.

2. **Special Meetings.** Special meetings of the Members may be called at any time by the President, by the Board of Directors, or upon written request of the Owners of at least one-fourth (1/4) of the Lots.

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 the notice, postage prepaid, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting. In lieu of mailing a copy of the notice as prescribed above, the Secretary or person authorized to call the meeting may provide the requisite notice by causing a copy of the notice to be hand delivered to the improvements on the Lot owned by any Member entitled to such notice.

4. **Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting of which proper notice was not given is raised before the business is put to a vote.

5. **Quorum.** Except as otherwise provided in the Articles or these Bylaws, the presence at a meeting of Members or proxies entitled to cast two-tenths (2/10ths) of the votes of each class of the Membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the 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.

6. **Roster of Membership.** The Board shall maintain a current roster of the names and addresses of each Member to which written notice of meetings of the Members of the Association shall be delivered or mailed. Each Member shall furnish the Board with his name and current mailing address.

7. **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. Except with regard to proxies given by or to Class B Members, every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, by a written notice of revocation received by the Secretary, by the death of the Member, or by the passage of one hundred eighty (180) days after the date of making as stated thereon, whichever occurs first.

8. **Conduct of Meeting.** The President or, in his absence, the Treasurer, shall preside over all meetings of the Members and shall count all votes taken thereat. The Secretary or, in his absence, such person as shall be designated by the President, shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

9. **Voting.** At every meeting of the Members, each Class A Member, either in person or in proxy, shall have the right to cast one (1) vote for each Class A Membership of which he appears the owner on the books of the Association. At such meetings, the Class B Members shall have the right to cast three (3) votes for each Class B membership of which it appears the owner on the books of the Association. The vote of the Members representing fifty-one percent (51%) of the total of the votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of a law, the Articles, the Declaration, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. Where the ownership of a membership is in two or more persons and in the event of a dispute as to who can vote with respect to that membership, the person who shall be entitled to cast the vote of the Members for that Lot shall be the person named in a certificate signed by all of the owners of the membership and filed with the Secretary. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Lot shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or any Assistant Secretary of such corporation and filed with the Secretary of the Association. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be and unless any objection or protest by any other such trustee or partner is noted at such meeting, the president at such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

10. **Suspension of Voting Privileges.** No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due to the Association.

11. **Requisite Approvals.** Wherever the approval or disapproval of the Members is required by law, the Articles, the Declaration, or these Bylaws, such approval or disapproval shall be made by the requisite number of the persons who would be entitled to vote at a meeting of the Members. Whenever in the Articles, the Declaration, or these Bylaws, any action is required to be taken by a specified fraction or percentage of each class of the Members of the Association, then votes with respect to such action shall be required to be taken by separate votes of the classes and such action can only be authorized by affirmative votes by the specified fraction or percentage of the votes of the then outstanding Class A Members of the Association and the specified fraction or percentage of the votes of the then outstanding Class B Members of the Association. Whenever in these Bylaws any action is required to be taken by a specified fraction or percentage of both classes of the then Members of the Association or a specified fraction or percentage of the then Members of the Association, then such action shall be

required to be taken by a specified percentage of the votes of the then outstanding cumulative membership of the Association.

12. Votes by Mail. Action may be taken by the Members upon a stated proposal or for the election of directors without a meeting upon a vote of the Members by U.S. mail, private mail, couriers and/or telecopier in accordance with such reasonable procedures therefor as the Board shall prescribe and under its supervision.

13. Informal Action. Any action required or permitted to be taken at a meeting of the Members also may be taken without a meeting if a unanimous written consent which sets forth the action is signed by each voting Member and filed with the Association Minute Book.

14. Actions by Class B Voting. In those instances in which an action may be taken solely by affirmative vote of the Class B Membership, without the vote of the Class A Membership, then the Class B Membership may hold such meetings and take such actions without notifying, and without the vote of the Class A Membership, provided, however, that the Class B Membership shall only take those actions which it is entitled to take without the vote of the Class A Membership.

15. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this article for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the presider in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall, for a reasonable charge, be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

IV. Board of Directors

1. Number. Until the first meeting of the Association after the Class B Membership shall cease and become converted to Class A Membership, the initial Board shall be comprised of three persons designated by the Declarant. The Declarant's designees need not be residents of the Property or Members of the Association, and the Declarant shall have the right, in its sole and absolute discretion to replace such designees as may be so selected and designated by it, with or without cause, and to select and designate their successors if vacancies occur for any reason during this period.

From and after the time of the first meeting of the Association which occurs after such time as the Class B Membership shall cease and become converted to Class A membership, the affairs of the Association shall be managed and governed by a Board of Directors composed of five (5) natural persons, all of whom shall not need to be Members of the Association.

2. Term of Office. From and after the time of the first meeting of the Association which occurs after such time as the Class B Membership shall cease and become converted to Class A Membership, the term of office of each director shall be for two years and until the next meeting of the Board after his successor is elected and qualified; provided, however, that at such first meeting after such time as the Class B Membership shall cease and be converted to Class A Membership, a new election for all positions on the Board shall be held and those nominees receiving the three highest vote totals shall be elected to two year terms of office and those receiving the

next two highest vote totals shall be elected to one year terms of office. Annual elections shall thereafter be held for only those directorships as for which terms shall expire in the year of the election.

3. **Nomination.** Nomination of directors for election to the Board after such time as the Class B Membership shall cease and shall be converted to the Class A Membership shall initially 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, and two or more other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled.

4. **Election.** Except as otherwise provided herein or by the Articles, election to the Board shall be by secret written ballot at the annual meeting of the Members of the Association. At the election each Member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5. **Removal.** From and after such time as the Class B Membership shall cease and become converted to Class A Membership, 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, pursuant to these Bylaws, 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.

6. **Compensation.** No director shall receive compensation for any service he may render to the Association, as such. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

7. **Regular Meetings.** Regular meetings of the Board shall be held periodically, at such place and hour as may be fixed from time to time by resolution of the Board, without the necessity of further notice. 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.

8. **Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any three directors, after not less than three (3) days' notice to each director given personally or by mail, telephone, or telegraph.

9. **Waiver of Notice.** The transactions of any meeting of the Board, however called and notice or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed to have been given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

10. **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 at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

11. **Action without Meeting.** Any action of the Board required or permitted to be taken at any meeting may be taken without a meeting if a unanimous written consent which sets forth the action is signed by each director and filed with the Board's minutes of its proceedings.

12. Powers of the Board. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration, by the Articles, or these Bylaws directed to be exercised and done by the Members. The powers and duties of the Board shall include, but shall not be limited (subject at all times to the provisions of the Declaration, the Articles, and the other provisions of these Bylaws) to the following:

A. provide for the care, upkeep, control and surveillance of the Common Areas, community facilities and services, and all other property of the Association, in a manner consistent with law and the provisions of these Bylaws, the Articles and the Declaration; and

B. make assessments against Owners to defray the costs and expenses of the Association, establish the means and methods of collecting such assessments from the Owners, and establish the periods of the installment payments of the annual assessment for common expenses (unless otherwise determined by the Board, the annual assessments against each Owner for his proportionate share of the expenses of the Association shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each calendar month); and

C. collect the assessments against the Owners, depositing the proceeds thereof in a depository which it shall approve, and use the proceeds to carry out the administration of the Association and its powers and duties hereunder; and

D. adopt, publish and enforce Rules and Regulations governing (i) use of the Common Areas, including any improvement and amenities located thereon; (ii) reasonable interpretation and construction of the provisions of the Declaration, the Articles, and these Bylaws; and (iii) such other matters as are specified as the subjects for such Rules and Regulations in the Declaration, the Articles or these Bylaws; and

E. suspend the voting rights, and the right of use of any recreational facilities located on any Common Areas during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for any infraction of published Rules and Regulations; and

F. designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Association, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be the property of the Association; and

G. open depository accounts on behalf of the Association and designate signatories required therefor; and

H. make contracts and guarantees, incur liabilities and borrow money and sell, mortgage, lease, pledge, exchange, convey, transfer, grant easements, rights-of-way, licenses, and other rights of use in, and otherwise dispose of, all or any part of the Common Areas and community facilities; and

I. repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty losses in a manner consistent with law and the provisions of these Bylaws, the Articles, and the Declaration; and

J. make any addition, alterations or improvements to the Common Areas; provided, however, that if any such addition, alteration or improvements shall require an expense of Association funds in excess of Seven Thousand Five Hundred Dollars (\$7,500.00), such addition, alteration or improvement shall only be authorized if approved by the affirmative vote of a majority of each class of the Members; and

K. enforce by legal means the provisions of the Declaration, the Articles, these Bylaws and the Rules and Regulations adopted by it, and bring any proceedings which may be instituted on behalf of the Association; and

L. as provided in the Declaration, employ a Management Agent, independent contractors, or other employees or contractors as it may deem necessary, and to prescribe their duties; and

M. cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration and as it may deem appropriate; and

N. purchase such policies of insurance as required by the Declaration or as may from time to time be considered appropriate by the Board including, without limitation, casualty insurance, public liability insurance, workmen's compensation insurance to the extent necessary to comply with any applicable law, so-called "legal expense indemnity insurance" affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim or cause of action to which any such officer or director shall have been made a party by reason of his or her service as such, fidelity coverage and the like; and

O. purchase Lots and to lease, mortgage or convey the same, subject to the provisions of these Bylaws, the Articles and the Declaration; and

P. enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Members and to declare expenses incurred in connection therewith to be common expenses of the Association; and

Q. 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; and

R. exercise any and all rights of the Association to approve the plans and specifications for any construction or architectural change upon the Property and the Lots thereof or to create an architectural review committee and appoint the members of said committee, and delegate to the committee the rights, duties and powers as set forth in these Bylaws, the Declaration, and the Articles; and

S. hear appeals from decisions of the architectural review committee; and

T. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws, the Articles, the Declaration, or applicable law.

13. Duties of the Board. It shall be the duty of the Board to:

A. keep 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 a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the membership; and

B. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and

C. as more fully provided in the Declaration to:

(1) fix the amount of the annual maintenance assessment against each Lot not later than December 1st of the preceding year; and

(2) send written notice of each annual maintenance assessment to every Owner subject thereto not later than December 1st of the preceding year and of each special assessment, at least thirty (30) days in advance of its due date; and

(3) foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board may determine, and/or bring an action at law against the Owner or other person personally obligated to pay the same; and

(4) issue, or 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 the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate); and

(5) keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Common Areas and the administration of the Association specifying the maintenance and repair expenses of the Common Areas and any other common expenses incurred. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board who shall not be a resident of the Property, or an Owner of a Lot therein. The cost of such audit shall be a common expense of the Association.

14. **Rights of Mortgagees.** Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this article for notice to the members of the Board. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board present at any such meeting. Such representative shall, for a reasonable fee, be entitled to copies of the minutes of all meetings of the Board upon request made in writing to the Secretary.

V. **Officers and Their Duties**

1. **Designation.** Until the Class B Membership ceases and is converted into Class A Membership the principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board. After the lapse of the Class B Membership, the principal officers shall be a President, a Vice-President, a Secretary and a Treasurer. Prior to the lapse of all of the Class B memberships as provided in the Articles, the officers of the Association need not be Members of the Association. Thereafter, except for the President and the Vice President, the officers of the Association need not be Members of the Association.

2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board and thereafter at the first meeting of the Board following each annual meeting of the Members.

3. **Term.** The officers of this Association herein specified 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.

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, but for no longer than one year without reappointment.

5. **Resignations 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 the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the 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 the vacancy shall serve for the remainder of the term of the officer he replaces.

7. **Multiple Offices.** The President and the Treasurer shall not be the same person. The offices of Vice-President, Secretary and the Treasurer may be 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 the provisions of these By-Laws. In no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Declaration, the Articles of Incorporation or these By-Laws to be executed, acknowledged or verified by two or more officers.

8. **Duties.** The duties of the officers are as follows:

A. **President.** The President shall preside at all meetings of the Members and of the Board and see that orders and resolutions of the Board are carried out. The President shall have authority to 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 shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall have such other duties as may be delegated to him from time to time by the Board or the President.

C. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 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 perform such other duties as required by the Board.

D. **Treasurer.** The Treasurer shall receive and deposit in appropriate depository accounts all monies of the Association and disburse these funds as directed by resolution of the Board; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to the Members requesting the same, with the cost of said copying to be paid by the Member requesting the same.

9. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, checks and other instruments of the Association requiring an expenditure or imposing an obligation on the Board shall be executed by any officer of the Association and/or by such other person or persons as may be designated by the Board.

10. **Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such, but may, in the discretion of the Board, be reimbursed for expenditures incurred on behalf of the Association.

VI. Committees.

1. **Generally.** The Board shall appoint such committees as deemed appropriate in carrying out the purposes of the Association.

2. **Nominating Committee.** The Board shall appoint a nominating committee at least thirty days before any meeting at which the directors are to be elected by the Class A Members of the Corporation. The nominating committee shall actively seek out responsible, interested individuals as candidates for the Board of Directors.

3. **Architectural Review Committee.** The Board, in its discretion, may appoint an architectural review committee, which, if created, shall have the powers and duties as set forth in the Declaration.

VII. Fines: Due Process

1. **Fines.** In addition to any other remedies available to the Board, the Board shall have the express power to impose a fine of not more than \$50.00 for each initial violation or \$25.00 for each repeated violation by an Owner or a tenant, guest, or member of the family of an Owner, of the Declaration, or the Rules or Regulations adopted by the Board or any committee appointed by the Board. Fines for violations by a member of an Owner's family or his tenants or guests shall be imposed on such Owner; and, for the purposes of this section, each day any such violation continues shall be deemed to be a separate violation. Any fine imposed by the Board for a violation of the Declaration or the Rules and Regulations shall be a lien levied against the Owner's Lot as of the day of the imposition of the fine, and may be foreclosed in the manner provided for the foreclosure of liens for assessments. Any such lien for the payment of a fine shall be subject to the provisions of the Declaration as if such lien were a lien for a regular assessment.

2. **Hearing Procedure.** The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other resident of the Property for violations of the Declaration or the Rules and Regulations unless and until the following procedure is followed:

A. **Demand.** Written demand to cease and desist from an alleged violation shall be provided to 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 such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

B. **Notice.** At any time 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 or its delegate shall provide the violator by hand-delivered notice or first class mail with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (1) the nature of the alleged violation;
- (2) the time and place of the hearing, which shall not be less than (10) days from the giving of the notice;
- (3) an invitation to attend the hearing and produce any statement, evidence, and witness on his behalf; and

(4) the proposed sanction to be imposed.

C. Hearing. The hearing shall be held by the Board pursuant to this notice. The alleged violator shall have the right to be present at this hearing and to present evidence. The hearing shall be held in executing 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 meeting. Such 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 officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

D. Corrective Action by the Association. Notwithstanding the other provisions of this Section, actions by the Declarant, the Board, the Association, or any of the Association's officers, agents, employees, or managers pursuant to rights reserved, granted, or established in the Declaration, including, without limitation, the right to cure any condition which may increase the possibility of fire or other hazard and to abate any violation of any provision of the Declaration or any of the duly adopted Rules and Regulations of the Association shall not be deemed to be an infringement upon any rights of a Member.

3. Injunctive Relief. In addition to any other remedies set forth herein, the Board may seek equitable or injunctive relief in the appropriate court of law or equity, in order to enforce the provisions of any rules or regulations applicable to the association.

VIII. Bank Accounts; Loans

1. Bank Accounts. Such officers or agents of the Association as from time to time shall be designated by the Board shall have authority to deposit any funds of the Association in such depositories, banks or trust companies as shall from time to time designated by the Board and such officers or agents as from time to time shall be authorized by the Board may withdraw any or all of the funds of the Association so deposited in any such depositories, bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of this Association, and made or signed by such officers or agents; and each bank or trust company with which funds of the Association are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board until written notice of the revocation of the authority of such officers or agents by the Board shall have been received by such depository, bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of the Association are deposited, the signature of the officers or agents of the Association so authorized to draw against the same. In the event that the Board shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President and countersigned by the Secretary or Treasurer of the Association.

2. Loans. Such officers or agents of the Association as from time to time shall be designated by the Board shall have authority to effect loans, advances or other forms of credit at any time or times for the Association from such banks, trust companies, institutions, corporations, firms or persons as the Board shall from time to time designate, and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights and interest of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by the Association for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations of the Association on such terms, and with such provisions as to the security or sale or disposition thereof as such officers or agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial

paper, bills receivable, acceptances and other instruments and evidences of debt at any time held by the Association, and to that end to endorse, transfer and deliver the same. There shall from time to time be certified to each bank, trust company, institution, corporation, firm or person so designated the signatures of the officers or agents so authorized; and each such bank, trust company, institution, corporation, firm or person is authorized to rely upon such certification until written notice of the revocation by the Board of the authority of such officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

IX. Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: **FORREST FARM HOMEOWNERS' ASSOCIATION, INC.** - Corporate Seal - Maryland 1997.

X. Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by an Member. The Declaration, the Articles, the Bylaws, and any other Rules or Regulations 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 the Association may be withheld from public inspection to the extent that they concern:

- A. Personnel records;
- B. An individual's medical records;
- C. Records relating to business transactions that are currently in negotiation; or
- D. Correspondence from or to legal counsel.

XI. Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made upon compliance by the Association with the applicable law related to the establishment and enforcement of such liens. 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 (10) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees or any such action shall be added to the amount of the assessment. 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.

XII. Amendments

1. Amendment. These Bylaws may be amended by an affirmative vote of at least two-thirds (2/3) of the members of the Board of the Association.

2. Amendments by the Declarant. Notwithstanding, and in addition to, any other provisions of these Bylaws, the Declarant shall have the right, to be exercised in its sole discretion without the consent of any other person, at any time and from time to time while it owns any Class B membership, if so required by the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency, to amend, modify or add to the provisions of these Bylaws and the other documents and instruments relating to the Association or the Property as need therefor be made. Such right also is reserved to comply with the requirements

of any lender or title insurance company, provided such amendments, modifications or additions made pursuant to the requirements of any lender or title company do not adversely or materially affect the interest in the Property of the Owners or mortgagees of any Lots.

3. **Special Agency Approval.** As long as there is a Class B membership, annexation of additional properties, dedication of common Area, and amendment of these Bylaws will require prior approval of the Federal Housing Administration or the Veterans Administration, or any other applicable governmental authority or agency if so required by such agency.

XIII. Miscellaneous

1. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

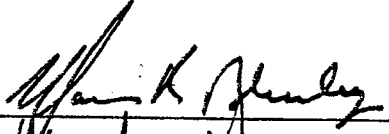
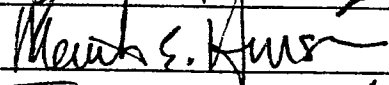

2. **Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

3. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provisions thereof.

4. **Gender and Number.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

5. **Conflict.** These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles, the provisions of the Articles shall control.

IN WITNESS WHEREOF, WE, being all of the Directors of FORREST FARM HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands and seals this 21st day of January, 1998.

 SEAL
 SEAL
 SEAL

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of FORREST FARM HOMEOWNERS' ASSOCIATION, INC., a Maryland non-stock, not for profit, membership corporation; and

THAT, the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 199 .

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 199 .

Meredith E. Anson

Secretary

I hereby certify that the By-Laws attached hereto are a true and accurate copy of the By-Laws of Forrest Farm Homeowners' Association, Inc.

Forrest Farm Homeowners' Association, Inc.

By: Patricia Lavato
Patricia Lavato, Secretary
Date: December 14, 2007