

WORTHINGTON MEADOWS HOMEOWNERS ASSOCIATION, INC.

The following information is being provided for recordation in the Homeowners Association Depository of Baltimore County, Maryland pursuant to Section 11B-112(c) of the Maryland Homeowners Association Act by **PROFESSIONAL CONSTRUCTION SERVICES, INC.** (the "Seller").

1. The Declarant is **TREE TOP STATION JOINT VENTURE**, a Maryland general partnership. The principal address and telephone number of the Declarant are as follows: 1517 Reisterstown Road, Baltimore, Maryland 21208, Telephone No.: (301) 974-4116.

The Seller is a Maryland corporation. The names and addresses of the principal officers of the Seller are as follows:

Name: Mark C. Thomasson	Name: James W. Thomasson, Jr.
Title: President	Title: Vice President, Secretary and Treasurer
Address: 1012 Cape St. Claire Rd. Annapolis, MD 21401	Address: 1012 Cape St. Claire Rd. Annapolis, MD 21401
Telephone: (301) 974-4422	Telephone: (301) 974-4422
Name: Matthew B. Thomasson	
Title: Vice President	
Address: 1012 Cape St. Claire Rd. Annapolis, MD 21401	
Telephone: (301) 974-4422	

2. The name of the Homeowners Association is **WORTHINGTON MEADOWS HOMEOWNERS ASSOCIATION, INC.** (the "Homeowners Association") which is incorporated in the State of Maryland. The name of the Maryland resident agent for the Homeowners Association is James W. Thomasson, Jr., c/o Brookfield Builders and Developers, Inc., 1012 Cape Saint Claire Road, Annapolis, Maryland 21401.

3. (i) The development (the "Development") consists of all of that approximately 27.95 acre tract of land located in Baltimore County, Maryland, as shown on the plats entitled "Worthington Meadows, Amendment of Tree Top Station, Sheets 1 and 2", recorded among the land records of Baltimore County on September 11, 1990 in Plat Book SM 62, pages 84-85. The maximum and minimum number of lots that the Development will contain is 90. All lots located within the Development are subject to the terms and conditions of that Declaration of Covenants, Conditions and Restrictions for Worthington Meadows Homeowners Association, recorded or to be recorded among the Land Records of Baltimore County, Maryland (the "Declaration").

(ii) Neither the Seller nor the Declarant own any property contiguous to the Development which is to be dedicated to public use other than certain roadways which may in the future be dedicated to public use and certain stormwater management areas and wetlands that have been or will be dedicated to Baltimore County.

4. The Development is not and will not be within or part of another development.

5. The Declarant has not reserved in the Declaration the right to annex additional property to the Development.

6. Appended hereto are copies of the By-laws for the Homeowners Association to which purchasers of lots within the Development will become obligated. These obligations are enforceable against an owner of a lot and the owner's tenants. Rules and Regulations governing the use of the common areas in the Development may be established in the future.

7. The Homeowners Association owns, and is responsible for maintaining, all of the land shown on the Plat designated as "HOA Maintenance Area", comprising 1.71 acres.

8. Intentionally deleted.

9. Intentionally deleted.

10. Information about zoning or other land use requirements affecting the Development is available for inspection at the Office of Planning and Zoning, Baltimore County, County Courts Building, 401 Bosley Avenue, Towson, Maryland 21204-0754.

11. (i) Mandatory Homeowners Association fees or assessments will first be levied against owners of the lots on the first day of the month following the date of conveyance of the first Lot to a homeowner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year at the time of such levy.

(ii) The Board of Directors of the Homeowners Association will establish the assessment on an annual basis. The maximum assessment until January 1 of the year immediately following conveyance of the first Lot to an owner is Fifty Dollars (\$50.00). Thereafter, the annual assessment may not increase by more than ten percent (10%) from year to year without a vote of 2/3 of the members of the Homeowners Association voting at a meeting specially called for that purpose.

(iii) Written notice of the annual assessment will be sent to every owner of a lot. The due dates for payment and method of collection will be established by the Board of Directors.

(iv) Each assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the owner of the applicable lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

(v) If any fee or assessment against an owner is delinquent for more than thirty (30) days, interest will accrue at the rate of ten percent (10%) per annum.

(vi) Unpaid fees or assessments may be enforced by imposing a lien on a lot under the terms of the Maryland Contract Lien Act.

(vii) Owners of lots will be assessed a late charge for any assessment paid more than thirty (30) days in arrears in an amount equal to Five Dollars (\$5.00) or five percent (5%) of the amount of the arrearage, whichever is greater. In addition, the owner will be liable for all costs of collecting the assessment, including reasonable attorneys' fees and court costs. The Homeowner's Association may bring an action at law against the owner without waiving any other right or may foreclose the lien against the Lot. Furthermore, the Association may suspend the voting rights and right to use the recreational facilities, if any, of a member for any period during which any assessment against his lot remains unpaid.

The foregoing is only a summary of the assessment provisions in the Declaration; it is suggested that the Purchaser read the Declaration in its entirety.

12. Intentionally deleted.

13. Special rights reserved for the Declarant include (i) Class B membership in the Homeowners Association entitling the Declarant to three votes for each Lot owned, as opposed to one vote for each Lot owned which is enjoyed by all homeowners; (ii) exemption from certain use restrictions and architectural control provisions contained in the Declaration during the development period; (iii) exclusive control over the architectural design of

all new structures to be constructed by Declarant upon the Lots, and (iv) the unilateral right to amend the Declaration if required in order to have the Lots approved for financing from the Veterans Administration, the Federal Housing Administration and certain other federal governmental agencies.

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BY-LAWS OF  
WORTHINGTON MEADOWS HOMEOWNERS ASSOCIATION, INC.

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BY-LAWS OF  
WORTHINGTON MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is Worthington Meadows Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at c/o Brookfield Builders and Developers, Inc., 1012 Cape Saint Claire Road, Annapolis, Maryland 21401, but the meetings of members and directors may be held at such place within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

Definitions

SECTION 1. The terms "Association", "Property", "Common Areas", "Lot", "Owner", and "Development Period" as used in these By-Laws, shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded among the Land Records of Baltimore County, State of Maryland on March 26, 1991.

SECTION 2. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

ARTICLE III

Meeting of Members

SECTION 1. Annual Meetings

The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. or on such other annual date and time fixed by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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 one-fourth (1/4) of the Members who are entitled to vote.

### SECTION 3. Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) 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, 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-tenth (1/10) of the votes of the 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 a 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.

### 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 managed by a Board of three (3) directors, who need not be Members of the Association.

#### SECTION 2. Term of Office

At the first annual meeting the Members shall elect one director for a term of one (1) year, one director for a term of two (2) years, and one director for a term of three (3) years, and at each annual meeting thereafter the Members shall elect one director for a term of three (3) years.

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 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 nonMembers.

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

Meeting 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 Areas, and any improvements and amenities located thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment 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; and

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

#### 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 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; and

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

(d) Issue, or 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 the Common Areas and adequate officers and directors indemnity insurance;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Areas to be maintained;

(h) Enter into an agreement with first mortgagees of Lots in the properties to provide that such first mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and such mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and such first mortgagees, upon making such payments, shall be owed immediate reimbursement therefor from the Association;

(i) Establish, levy, assess and collect all assessments referred to or authorized in the Declaration.

## ARTICLE VIII

### Officers and Their Duties

#### SECTION 1. Enumeration of Officers

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, and 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 or until his successor is elected and has qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

#### SECTION 4. Special Appointments

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies

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

SECTION 7. Multiple Offices

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties

The duties of the officers are as follows:

**President:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice President:** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an

annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

Intentionally Deleted

ARTICLE X

Committees

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

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 Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and be subject to a late fee of Five Dollars (\$5.00) or five percent (5%) of the assessment, whichever is greater, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments

provided for herein by nonuse of the Common Areas or abandonment of his Lot.

The Association may establish and enforce the lien or any assessment, annual, special or additional established pursuant to the Declaration aforesaid pursuant to the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorneys' fees provided for in the Declaration or awarded by a Court for breach of any of the covenants of the Declaration.

#### ARTICLE XIII

##### Rights of Mortgagees

The Association may, upon request and for a reasonable charge, report to a mortgagee of any Lot any unpaid assessment due from the Owner of the Lot or any default by the mortgagor of the Lot in the performance of the mortgagor's obligations as a Lot Owner hereunder which is not cured within thirty (30) days. In the event a first mortgagee requests a notice of default, and pays the charge therefor, if no notice of default is given within thirty (30) days after receipt of the request, the Association shall thereafter be estopped to claim any default that occurred prior to the receipt of the request as respects the said first mortgagee, or any purchaser therefrom upon foreclosure or other exercise of lien rights under the mortgage.

#### ARTICLE XIV

##### Corporate Seal

The Association may have a seal in circular form having within its circumference the words: "Worthington Meadows Homeowners Association, Inc., Maryland 1991", or in lieu thereof the word "[SEAL]" may be placed adjacent to the signature of an authorized officer of the Association.

#### ARTICLE XV

##### Amendments

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, provided, however, if these By-laws have been approved by the Federal Housing Administration (FHA) or the Veterans Administration (VA), then the FHA or the VA shall have the right to veto amendments during the

Development Period. Anything set forth in the preceding sentence to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of these By-Laws. However, this unilateral right, power and authority of the Declarant may be exercised only if the VA, FHA, the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), or the Government National Mortgage Association (Ginnie Mae), or any successor agencies thereto or any agencies or entities providing similar programs, shall require such action as a condition precedent to the approval by such agency of the Property or any part thereof or of any Lot thereof, for federally approved mortgage financing proposed under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae, or similar programs.

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

#### ARTICLE XVI

##### Miscellaneous

##### SECTION 1. Fiscal Year

The fiscal year of the Association shall be as established by the Board of Directors.

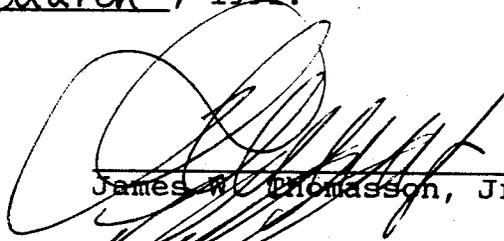
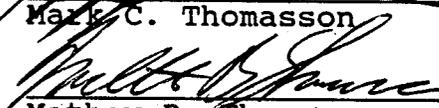
##### SECTION 2. Examination of Books

Owners and first mortgagees shall have the right to examine the books and records of the Association.

IN WITNESS WHEREOF, we, being all of the directors of Worthington Meadows Homeowners Association, Inc., have hereunto set our hands this 29<sup>th</sup> day of March, 1991.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 (SEAL)  
James W. Thomasson, Jr.  
 (SEAL)  
Mark C. Thomasson  
 (SEAL)  
Mathew B. Thomasson

Certification

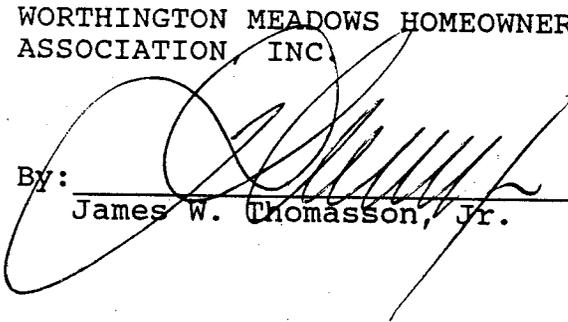
I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Worthington Meadows Homeowners Association, Inc., a Maryland 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 29<sup>th</sup> day of March, 1991.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 29<sup>th</sup> day of March, 1991.

WORTHINGTON MEADOWS HOMEOWNERS  
ASSOCIATION, INC.

By:  (SEAL)  
James W. Thomasson, Jr.

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