

SECOND AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth, amends and restates the Declaration of Covenants, Conditions and Restrictions made by RELDA ASSOCIATES OF GAITHERSBURG LIMITED PARTNERSHIP, a Maryland limited partnership having its principal office at 507 North Frederick Avenue, Gaithersburg, Maryland 20760, hereinafter referred to as "Declarant", recorded among the land records of Montgomery County, Maryland in Liber 4913 at folio 164, as restated and recorded among the land records of Montgomery County, Maryland in Liber 5081 at folio 853 (the Prior Declarations), concerning the properties identified on Attachment A attached hereto.

WITNESSETH:

WHEREAS, Declarant was the owner of certain property in the County of Montgomery, State of Maryland more particularly described as: Lot numbered 1 thru 14 and parcel A in block letter A and lot numbered 1 thru 19 in block letter B, in the subdivision known as "Relda Square" as per plat book 100 at plat 11197; lot Numbered 15 thru 34, in block lettered A, and lot 28 thru 31 in block lettered B, in the Subdivision known as "Relda Square" as per plat book 100 at plat 11198; and lot numbered 20 thru 27 in Block letter B and lot Numbered 32 thru 34 in block letter B, in the subdivision known as "Relda Square" as per plat book 100, at Plat 11196, and the common areas depicted on said plats.

WHEREAS, pursuant to the Prior Declarations, Declarant covenanted to convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

WHEREAS, the Association wishes to further amend and restate the Prior Declarations by this Second Amended and Restated Declaration, so that the lands described herein shall be subject to, and be used in accordance with, the terms, conditions, easements, covenants and restrictions set forth in this Second Amended and Restated Declaration, which shall supersede, replace, amend and restate the Prior Declarations in their entirety.

NOW, THEREFORE, the Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, terms and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or Interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1 – DEFINITIONS

Section 1. "Association" shall mean and refer to the Relda Homeowners Association, Inc.,

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its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described.

Section 3. "Common Area" shall mean real property owned by the Association for the common use and enjoyment of the owners, as depicted on the plats hereinabove described.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association as provided for in Article II hereof.

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

Section 7. "Declarant" shall mean and refer to Relda Associates Limited Partnership and its successors and assigns, including any such successor or assign which acquires title to more than one undeveloped Lot either by sale, assignment or foreclosure of any security instrument to which any portion of the Property is subject.

Section 9. "Contract Seller" shall mean and refer to an Owner who has entered into a written contract to sell his or her Lot for which closing has not yet occurred.

ARTICLE II – MEMBERSHIP

Every person or entity who is a record owner of a fee or un-divided fee interest in any Lot which is subject by covenants of record to assessment by the Relda Homeowners Association, Inc., including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III - VOTING RIGHTS

The Association shall have one class of voting membership. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV - PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to limit from time to time the number of guests which any member may allow to under the Common Area or any recreational facility which might be established on the Common Area.

(b) The right of the Association to charge reasonable admission, maintenance and other fees for the use of any recreational facility which might become situated upon the Common Area.

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and the facilities and in aid thereof to mortgage said properties and the rights of such mortgagee in said property shall be subordinate to the rights of the homeowners hereunder and to such covenants, conditions, restrictions, reservations, liens and charges as are provided for herein.

(d) The right of the Association to suspend the voting rights of a member for: (i) any period during which any assessment against his Lot remains unpaid and/or, (ii) after notice and an opportunity for a hearing, for a period not to exceed thirty (30) days for any violation of its published rules and regulations.

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the eligible votes, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members or his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the Common Area to the Association prior to the conveyance by it of any lot within the property to any prospective owner, all as defined in Article 1 hereof.

Section 4. Reservations by Declarant. Declarant has reserved unto itself, its successors and assigns, the bed in fee of all streets, avenues, or roads appearing on any recorded plat, and Declarant hereby reserves unto itself, its successors and

assigns, all utility easements and areas shown on any plat recorded by Declarant in connection with the development of the property described herein, and further reserves unto itself, its successors and assigns, the right to relocate, change or modify from time to time all streets, avenues, public highways and utility easements and areas. In addition, Declarant expressly reserves unto itself, its successors and assigns, the right at or after the time of grading of any street or any part thereof for installation of any utilities, to enter upon any abutting lot grade a portion of such lot adjacent to such street, but shall not be under any obligation or duty to do such grading or to maintain any slope. In addition, Declarant expressly reserves unto itself, its successors and assigns, the right at any time prior to the sale of the last improved lot in the Property, to enter upon any part of the common area for any and all purposes related to the construction or improvements on any lot in the Property; to maintain a field trailer on the common area; and to store building supplies, construction equipment and other similar property on the common area. No right shall be conferred upon any owner or member by the recording of any plat relating to the development of the property described herein to require the development of said property in accordance with such plat. Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation or Assessments. Each owner of any lot by accepting a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments are to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, and reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, and the Association may establish a lien against the Owner's Lot in the manner now or hereafter provided under the Maryland Contract Lien Act, or as may otherwise be provided under applicable law. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Common Area.

Section 3. Basis and Maximum of Assessments. The maximum monthly assessment may be increased effectively each year without a vote of the membership in

conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding year. The maximum annual assessment may be increased above that established by the Consumer Price Index formula provided that any such change shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments and undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 6.(Reserved)

Section 7. Due Dates of Annual Assessments. The Board of Directors shall fix the amount of the annual assessment against such Lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. To the extent the Board of Directors elects to collect an assessment in installments, upon default in the payment of any installment, the entire balance of the unpaid assessment shall be accelerated and declared due and payable in full, unless the Board of Directors determines otherwise, in its discretion. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer or the Association, setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of non-payment of Assessments; Remedies of Association. Any assessment which is not paid when due shall be delinquent. If an assessment, or any installment thereof, is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) 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 of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Notwithstanding any judgment related hereto, this fee-shifting provision shall not be merged into such judgment but shall survive the same and shall be binding and conclusive on the parties for all time. Post-judgment attorneys' fees and costs incurred related to the enforcement of such judgment related to this provision shall be recoverable hereunder in the same or separate action.

Section 9. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect any of these assessment liens.

Section 10. (Reserved)

ARTICLE VI - PARTY FENCES

Section 1. General Rules of Law to Apply. Each fence that was built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party fence, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party fence shall be shared by the owners who make use of the fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party fence is destroyed or damaged by fire or other casualty, any owner who has used the fence may restore it, and if the other owners thereafter make use of the fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. (Reserved)

Section 5. Right to Contribution Runs with Land. The right or any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. (Reserved)

ARTICLE VII - USE RESTRICTIONS

Section 1. Land Use and Building Type. The Lots shall be for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and an approved outside storage building for use solely by the occupant. No residence, or any part thereof, nor any outbuildings related thereto, shall be used for the conduct of any business, commerce or profession. Nothing in this Section, or herein elsewhere, shall be construed to prohibit no-impact home-based businesses as may be allowed by applicable zoning laws, provided such businesses are properly licensed and registered and have no discernable impact on the use and enjoyment of other lots or common areas, as determined by the Board of Directors in its sole discretion, and provided the owner pays for any increase in the Association's insurance coverage resulting from the operation of the business. Child care providers shall pay, on a pro rata basis based on the total number of family child care homes operating in the homeowners association, any increase in insurance costs of the homeowners association that are solely and directly attributable to the operation of family child care homes in the homeowners association; and a fee for use of common areas in a reasonable amount not to exceed \$50.00 per year, or such other amount allowed by law, on each family child care home or no-impact home-based business which is registered and operating in the homeowners association. Except for those related to real estate sales and construction, no sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall, at any times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Refuse, or refuse containers, shall not be placed on any property or street for pick-up earlier than eighteen (18) hours before the scheduled pick-up time, unless otherwise provided by the Board of Directors. They shall be removed within twenty-four (24) hours after the scheduled pick-up time, unless otherwise provided by the Board of Directors. Trash, refuse or waste materials shall not be burned, incinerators manufactured or designed for the burning of trash, garbage or waste materials shall not be placed or operated on the Property. No commercial vehicle(s), as defined by the Gaithersburg City Code, as amended, shall be regularly or habitually parked in front of residential property nor upon residential property. Except for flower gardens, shrubs and trees which shall be neatly maintained, all open lot areas shall be kept mowed and shall not be permitted to grow to a height in excess of five (5) inches.

Section 3. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish, and enforce additional rules and regulations constituting restrictions upon the use and enjoyment of the properties, including the Common Area, and all Lots.

Section 4. Leasing. No Lot may be leased unless the Lot owner has obtained and maintains in effect all rental licenses required by law and the Board of Directors has reviewed the

proposed lease to confirm compliance with the provisions set forth in this Section. No Lot shall be rented for transient or hotel purposes. As used herein, "transient" means any lease, rental, or stay for a period of less than thirty (30) days. No portion of any Lot (other than the entire Lot) shall be leased for any period, provided however, that a resident Owner may lease one (1) bedroom, but no more than one (1) bedroom, within a Lot. Any Owner of any Lot who shall lease such unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. All leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Lot shall be subject and subordinate in all respects to the provisions of this Declaration, the By-Laws, and to such other reasonable rules and regulations relating to the use of the Common Area, as the Board of Directors may from time to time promulgate, and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease. The Board of Directors may require any such lease to include a lease addendum, in a form approved by the Board of Directors, conforming the lease to the provisions set forth in this Section.

Section 5. Architectural Review and Control. No construction or development activities, including, without limitation, landscaping, excavation, grading or other site work, shall be commenced or maintained on any Lot or Common Area, and no building, structure, or other improvement of any kind, including, without limitation, fences, walls, sheds, mailboxes, and decks, shall be commenced, erected, installed, or maintained on any Lot or Common Area, and no exterior addition, change, or alteration of any nature to the Lots or improvements thereon, including, without limitation, changes in color, additions to driveway or walkway surfaces, shall be made until and unless the requirements of this Section 5 have been fulfilled.

(a) The Board of Directors may appoint an Architectural Review Committee (the "Committee"). The Committee shall have a minimum of three (3) members, each of whom shall be appointed by and serve at the pleasure of the Board for a term of two (2) years. The affirmative vote of a majority of the members of the Committee shall be required for it to take any action; provided that such majority may designate one member to act for it. Decisions of the committee shall be in writing and may be appealed to the Board. The Committee shall operate in accordance with any rules established by the Board of Directors. In the event that the Board of Directors does not appoint a Committee, the Board of Directors shall perform the functions of the Committee as set forth in this Section.

(b) Applications for approval of improvements as described in this Section shall be made to the Committee in a form required by the Committee, and shall be accompanied by such plans, drawings, elevations, and surveys, or the like, as may be required by the Committee. In considering whether to grant such approval, the Committee shall consider any architectural guidelines promulgated by the Board of Directors. The Committee may further consider the suitability of such proposed improvement with relation to such Lot and the other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, heights, materials, location, and approximate cost of such improvement as is furnished to the Committee, to determine whether such improvement would be in harmony with and have no adverse impact upon the immediate surroundings and the other Lots, and the character, design, and plan for the community.

(c) If any Owner submits to the Committee a written application for approval of any improvement, in complete and proper form, according to this Section, and if the Committee has not disapproved, in writing, said application within sixty (60) days of receipt thereof, such approval shall thereupon be deemed to have been given.

(d) Any Owner dissatisfied with a decision of the Committee may, within fifteen (15) days after the rendering of such decision, appeal the decision to the Board of Directors. The Board of Directors shall conduct a hearing thereon and may affirm, reverse, modify or remand the decision appealed. In the event that the Board of Directors itself acts in the capacity of the Committee, then there shall be no such right of appeal and the decision of the Board of Directors will be final.

(e) Construction or alterations in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Section shall be commenced within six (6) months following the date on which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as provided herein), and shall be substantially completed within twelve (12) months following the date of commencement, or within such period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Section shall, again, be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent, in writing, of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

ARTICLE VIII - EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities and for streets, driveways and walk-ways, have been reserved by Declarant or its successors or assigns prior to the subjecting of the properties to this Declaration; the Association shall have the power and authority thereafter to grant and establish upon, over and across the Common Areas, when they shall have been conveyed to the Association, such further easements as are requisite for the convenient use and enjoyment of the properties. Within any such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In an action to enforce this Declaration, the By-laws, or the Association

rules and restrictions, the Association shall be entitled to an award of reasonable attorneys' fees incurred in enforcement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind and shall inure to the benefit of and be enforceable by the Association, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by the owners entitled to cast not less than seventy-five percent (75%) or the Votes. Any amendment must be properly recorded among the Land Records of Montgomery County.

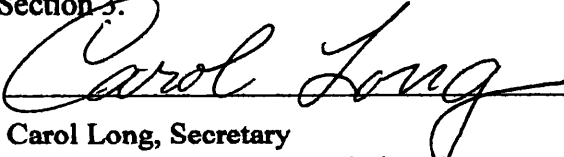
Section 4. FHA/VA. Approval at such times as the mortgage on any Lot is insured by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (i) annexation of additional properties, or (ii) dedication of Common Area.

IN WITNESS WHEREOF, the undersigned members of the Association hereby adopt the above Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Relda Homeowners Association, Inc.

[Signatures on following pages]

CERTIFICATE OF SECRETARY

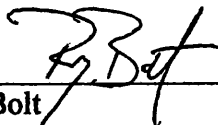
I, the undersigned Secretary, as the person authorized to attest to actions of the Association, hereby certify that the Second Amended Declaration of Covenants, Conditions and Restrictions, to which this Certificate is attached, was approved by the Association members according to Declaration Article IX, Section 3.



Carol Long, Secretary
Relda Homeowners Association, Inc.

ATTORNEY'S CERTIFICATION

I hereby certify that the foregoing document was prepared by me, or under my supervision, and that I am an attorney, duly admitted to the practice of law by the Court of Appeals of Maryland.



Ronald M. Bolt 3/20/17

ATTACHMENT A

TAX ACCOUNT NUMBERS

09-01735180	09-01735282
09-01735134	09-01735167
09-01735500	09-01735646
09-01735316	09-01735305
09-01735384	09-01735191
09-01735588	09-01735613
09-01735178	09-01735555
09-01735511	09-01735726
09-01735737	09-01735566
09-01735522	09-01735214
09-01735841	09-01735704
09-01735830	09-01735203
09-01735533	09-01735395
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09-01735225	09-01735442
09-01735761	09-01735544
09-01735101	09-01735668
09-01735373	09-01735577
09-01735852	
09-01735715	
09-01735794	
09-01735806	
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09-01735407	
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09-01735783	
09-01735828	

LR - Covenant
Recording Fee 75.00
Declarant Name: Reida
Assoc
Ref:
LR - Covenant
Surcharge 40.00
=====
SubTotal: 115.00
=====
Total: 115.00
03/28/2017 10:37
CC15-KMC
#804375B CC0602 -
Montgomery
County/CC06.02.06 -
Register 06



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BARBARA H. MEIKLEJOHN
Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777-9470

**RELDA HOMEOWNERS ASSOCIATION
P. O. BOX 3022
GAITHERSBURG, MD 20885**

May 15, 2018

To Whom it may concern:

The 53 pages of notarized homeowner signatures are available for review by contacting the board of directors of the Homeowners Association.

Contact Information for the ²⁰²⁰⁻²⁰²¹~~2017-2018~~ HOA Board

President	Bud Worth	budworth25@gmail.com
Vice President	Ed Der	edwdr@aol.com
Treasurer	Pat Ramisch	pramisch45@gmail.com 301-977-0990
Secretary	Craig Heimbach	craigheimbach@gmail.com
Board Member	Carol Long	skipalong2@verizon.net

**Patricia C. Ramisch
Treasurer
Relda Homeowners Association**

AMENDED AND RESTATED

BY-LAWS

Relda Homeowner's Association, Inc.

ARTICLE 1

Members

Section 1.01. Annual Meetings. The Association shall hold each year, commencing with the year 1977, an annual meeting of the members for the election of directors and the transaction of any business within the powers of the Association, in November of each year, or at such other time as may be determined by the Board of Directors. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by statute or by the Articles of Incorporation to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 1.02. Special Meetings. At any time in the interval between annual meetings, special meetings of the members may be called by the President of the Board or by a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting.

Section 1.03. (Reserved).

Section 1.04. Notice of Meetings. Not less than ten (10) days nor more than ninety (90) days before the date of every members' meeting, the Secretary shall give to each member entitled to vote at such meeting, written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or by presenting it to him personally or by leaving it at his residence. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Notwithstanding the foregoing provision a waiver of notice in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting in person, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of members, annual or special, may adjourn from time to time to reconvene at the same or other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 1.05. Quorum. Unless otherwise provided in the Articles of Incorporation, at any meeting of members the presence in person of members entitled to cast ten percent (10%) of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under statute or under the Articles of Incorporation of the Association for the vote necessary for the adoption of any measure. In the absence of a quorum the members present in person, by majority vote and without notice other than by announcement may adjourn the meeting from time to time

until a quorum shall attend. In addition, at such a meeting where a quorum of members is not present in person, a majority of the members present may call a further meeting of members, and at such further meeting the members present in person may approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting if a sufficient number of members had been present.

Section 1.06. Votes Required. A majority of the votes cast at a meeting of members, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute or by the Articles of Incorporation. Unless the Articles of Incorporation provides for a greater or less number of votes per member or limits or denies voting rights, each member shall be entitled to one (1) vote on each matter submitted to vote at a meeting of members; but no member shall be entitled to any vote:

(i) If any dues established by the Board of Directors and payable by such member are due and unpaid at the time of such meeting;

(ii) If any special assessment established by the Board of Directors and payable by such member is due and unpaid at the time of such meeting; or

(iii) If such member is in violation of the restrictions stated in the Declaration, as determined by the Board of Directors, at the time of such meeting.

Section 1.07A. Votes to be Cast in Person. Except as specified in this Section 1.07A and in the next succeeding Section 1.07B, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual member provided, however, (i) that in the case of a corporate member, the vote may be cast by the president or vice president of such corporation or such other officer as may be designated in writing by the president or a vice president of the corporation; and (ii) that members unable to attend a meeting at which Directors of the Association are to be elected shall be entitled to file a written vote by absentee ballot. Absentee ballots shall be submitted on a form approved by the Board of Directors. If such absentee ballot is received by the Board of Directors on or before the day and time of the meeting, the ballot shall have the same force and effect as if the party sending the same had voted in person.

Section 1.07B. On any matter submitted to the members for vote, other than the election of Directors, any member entitled to vote may cast a vote without attending the meeting in question by either of the following procedures at his election:

(i) The members may sign a written proxy designating a particular individual to cast the member's vote on any issue coming before a particular meeting (other than the aforesaid

excluded matters), which proxy shall be valid only with respect to the meeting specified therein:
or

(ii) File a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the member intends to vote (other than the aforesaid excluded matters) and that the member votes for or against the same.

Any vote cast under either of the procedures set forth in this Section 1.07B shall have the same force and effect as if the member in question had appeared at the meeting and had cast his vote in person.

Section 1.08. List of Members. At each meeting of members a full, true and complete list in alphabetical order of all members entitled to vote at such meeting, certifying the number of votes to which each such member is entitled, shall be furnished to the Board of Directors by the Secretary.

Section 1.09. Members. The qualification for membership shall be that stated in the Declaration of the Association.

Section 1.10. Voting. The rules and regulations concerning the right to vote shall be those stated in the Articles of Incorporation and Declaration of the Association.

Section 1.11. Informal Action by Members. Any action required or permitted to be taken at any meeting of members may be taken without a meeting if a consent in writing, setting forth such action, is signed by all the members entitled to vote on the subject matter thereof and any other members entitled to notice of a meeting of members (but not to vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Association.

ARTICLE II

Board of Directors

Section 2.01. Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors may exercise all the powers of the Association, except such as are by statute or the Articles of Incorporation, Declaration, or the by-laws conferred upon or reserved to the members. The Board of Directors shall keep full and fair accounts of its transactions. Said powers shall include, but not be limited to, the power to:

(a) adopt and publish rules and regulations governing the use of the Lots, the Common Area and facilities, and the personal conduct of the members and their guests thereon;

(b) suspend the voting rights 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 any infraction of published rules and regulations;

(c) appoint and remove at pleasure all agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient;

(d) establish, levy and assess, and collect Association assessments and charges;

(e) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or bring an action at law against the member personally obligated to pay the same;

(f) borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

(g) grant such easements, rights-of-way, and licenses in and through the Common Area as it shall from time to time deem necessary or desirable;

(h) 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 or delinquent in the payment of assessments for more than thirty (30) days; and

(i) employ a manager, or such other employees and independent contractors as they deem necessary and to prescribe their duties.

The Board of Directors shall procure and maintain adequate: (i) liability and hazard insurance on property owned by the Association; (ii) directors and officers liability insurance; and (iii) fidelity bonds or commercial crime insurance coverage for board members and employees in an amount at least sufficient to cover the association's reserve accounts and three (3) months' of assessments.

Section 2.02. Number of Directors, Term, and Qualifications. Board members shall be natural persons who are members of the Association. The number of directors of the Association shall be five (5), as provided in the Articles of Incorporation, until such number be changed as herein provided. By vote of a majority of the entire Board of Directors, the number of directors and terms of office may be increased or decreased, from time to time, to an odd number not exceeding fifteen (15) nor less than three (3) directors, but the tenure of a director shall not be affected by any decrease in the number of directors made by the Board. The terms of office of the directors shall be staggered. At the first election establishing the staggered terms, three (3) directors shall be elected for two-year terms and two (2) directors shall be elected for a one-year term. The three (3) directors who receive the most votes shall be elected to the two-year terms, unless the directors agree otherwise. At all elections thereafter, all directors shall be elected for terms of two (2) years.

Section 2.03. Election of Directors. At each annual meeting, the members shall elect directors to hold office until their successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may by the affirmative vote of the members entitled to cast the majority of votes thereon, remove any director or directors from office and may elect a successor or successors to fill an resulting vacancies for the unexpired terms of removed directors.

Section 2.04. Vacancies. Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of directors may be filled by a majority of the remaining members of the Board of Directors, although such a majority is less than a quorum. Any vacancy occurring by reason of an increase in the number of directors may be filled by action of a majority of the entire Board of Directors. A director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of members or until his successor is elected and qualifies.

Section 2.05. Regular Meetings. After each meeting of members at which a Board of Directors shall have been elected, the Board of Directors so selected shall meet as soon as practicable for the purpose of organization and the transaction of other business. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors. All members shall be given reasonable notice of all regularly scheduled open meetings of the Association. The Board of Directors shall provide a designated period of time during a meeting to allow members an opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics or at a special meeting, the members' comments may be limited to the topics listed on the meeting agenda. The Board shall convene at least one (1) meeting each year at which the agenda is open to any matter relating to the Association.

Section 2.06. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President of the Board or by a majority of the Board of Directors by vote at a meeting, or in writing with or without a meeting.

Section 2.07. Notice of Meetings. Except as provided in Section 2.05 notice of the place, day and hour of every regular meeting and special meeting shall be given to each director two (2) days (or more) before the meeting, by delivering the same to him personally or by sending the same to him by electronic transmission, or leaving the same at his residence, or, in the alternative, by mailing such notice three (3) days (or more) before the meeting, postage prepaid, and addressed to him at his last known post office address, according to the records of the Association. Unless required by these by-laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to a director who, in writing, executed and filed with the records of the meeting either before or

after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 2.08. Quorum. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the Articles of Incorporation or by the by-laws otherwise provided, the vote of the majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the directors present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum may attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.09. Compensation. Directors shall not receive any compensation for their services. A director who serves the Association in any other capacity, however, may receive compensation therefor.

Section 2.10. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee, as the case may be and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 2.11. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to that extent that such officers or directors may also be a member of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

ARTICLE III

Committees

Section 3.01. Committees. The Board of Directors may by resolution provide for such standing or special committees it deems desirable, and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

ARTICLE IV

Officers

Section 4.01. The Board of Directors shall in each year elect a President, Vice-President, Secretary, and Treasurer, and any vacancy may be filled by a majority vote of the Board of Directors. Their functions and duties shall be as follows:

(i) President. The president shall preside at all meetings of the Board of Directors; shall see all orders and resolutions of the Board are carried out; shall sign all promissory notes, leases mortgages, deeds and other written instruments; and shall exercise such additional powers and duties as are from time to time assigned by the Board of Directors.

(ii) 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 perform such other duties as required by the Board.

(iii) 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 shall perform such other duties as required by the Board.

(iv) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association. The treasurer shall keep proper books of account; shall prepare an annual budget; and shall perform such other duties as required by the Board.

Section 4.02. (Reserved).

Section 4.03. Compensation. None of the officers of the Association shall be compensated by the Association for services rendered in the capacity of such office. Any officers who serve the Association in any other capacity, however, may receive compensation therefor.

Section 4.04. Removal. Any officer or agent of the Association may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

ARTICLE V

Finance

Section 5.01. Checks, Drafts, Etc. Electronic banking transactions may be conducted only by the President and/or Treasurer. Except for electronic banking transactions, all checks, drafts, and orders for the payments of money, notes and other evidence of indebtedness, issued in the name of the Association, shall unless otherwise provided by resolution of the Board of Directors, be signed by the Treasurer and countersigned by one other officer of the Association. At least one (1) Board member shall be designated as not having check-signing authority, in order to conduct the annual review of the financial records.

Section 5.02. Annual Report. There shall be prepared annually by the Board of Directors, a full and correct statement of the affairs of the Association, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted at the annual meeting of the members and filed within twenty (20) days thereafter at the principal office of the Association in this State.

Section 5.03. Fiscal Year and Budget. The fiscal year of the Association shall be the twelve (12) calendar months from November 1st through October 31st of each year unless otherwise provided by the Board of Directors. The Board of Directors shall prepare and submit to the members an annual proposed budget at least thirty (30) days before its adoption.

Section 5.04. Annual Review. A Board member who does not have check-signing authority will review the financial records of the Association each year before the annual meeting to ensure that all records are complete and accurate. The results of the review shall be included in the annual report.

ARTICLE VI

Assessments

Section 6.01. Late Charges. A late charge of fifteen dollars (\$15) or one-tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater, shall be imposed for a delinquency in the payment of a regular or special assessment that has continued for at least fifteen (15) calendar days.

ARTICLE VII

Miscellaneous Provisions

Section 7.01. Open Meetings. Except as provided below, all meetings of the Association, including meetings of the Board of Directors or a committee, shall be open to all members of the Association or their agents. A meeting may be held in closed session only for one or more of the following purposes:

- (i) Discussion of matters pertaining to employees and personnel;
- (ii) Protection of the privacy or reputation of individuals in matters not related to the Association's business;
- (iii) Consultation with legal counsel on legal matters;
- (iv) Consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;
- (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;
- (vii) Compliance with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or
- (viii) Discussion of individual owner assessment accounts; and

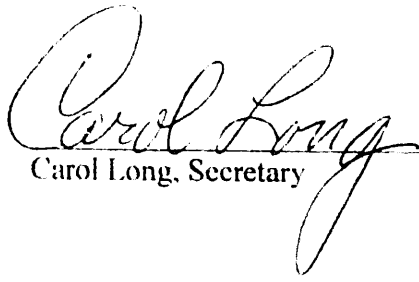
If a meeting is held in closed session, a statement of the time, place, and purpose of the closed meeting, the record of the vote of each Board or committee member by which the meeting was closed, and the authority under the Maryland Homeowners Association Act for closing a meeting shall be included in the minutes of the next meeting of the Board or the committee.

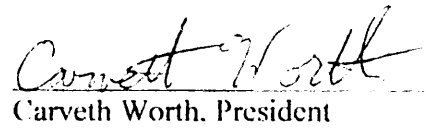
Section 7.02. Amendments. Any and all provisions of these by-laws may be altered or repealed and new by-laws may be adopted by any annual meeting of the members, or at any special meeting called for that purpose.

CERTIFICATION

I hereby certify that the foregoing Amended and Restated By-Laws of Relda Homeowners Association, Inc. were duly approved by the members of Relda Homeowners Association, Inc. at a duly convened meeting of the same on the 20th day of March, 2017.

ATTEST:


Carol Long, Secretary


Carveth Worth, President

**ARCHITECTURAL GUIDELINES
FOR
REDA HOMEOWNERS ASSOCIATION**

Pursuant to Article III (Committees) of the By-Laws of the Relda Homeowners Association, Inc. and Article VII (Use Restrictions), of the Relda Square Covenants, Conditions, and Restrictions, an Architectural Committee is hereby established. The purpose of this committee is to:

- (1) recommend to the Board of Directors rules and regulations relating to Architectural Control within the areas governed by the Association and
- (2) make recommendations regarding resident's applications for architectural changes to the common areas and all lots under the covenants.

In addition to the regulations set forth in Article VII (Use Restrictions), of the Relda Square Covenants, Conditions, and Restrictions, the following rules are hereby added to the By-Laws of the Relda Homeowners Association, Inc.

No building or other structure shall be commenced, erected or maintained upon the Common Areas or any of the Lots, nor shall any exterior addition to or change or alteration be made to existing buildings or other structures until the proposal, plans, and specifications have been submitted to and approved in writing by the Board of Directors of the Association.

Examples of improvements, alterations, or replacements which require written prior approval are listed below:

Fences, decks, porches, gazebos, retaining walls, garages, carports, tool sheds, storage sheds, enclosures or additions to houses, garages and/or carports or the installation of above-ground fuel oil storage tanks.

Color changes to any structure or part of a structure visible from the street must also be approved in advance.

The list provided above is by no means all inclusive, but rather is included for illustrative purposes only. Special explanations are necessary for the examples of above-ground fuel oil storage tanks and to the need for approval of color changes to structures as, for example, the trim on houses.

Above-ground fuel oil storage tanks are bound to become prevalent in the neighborhood. The approval process, in this case, is designed to assure that they are properly installed, painted, and/or screened from view from the street or from neighbors houses by a fence, hedge or other aesthetic device.

ARCHITECTURAL GUIDELINES FOR RELDA HOMEOWNERS ASSOCIATION
-page 2

The requirement of approval of color changes to structures is designed to prevent the use of colors which are grossly offensive to the neighborhood. Community standards are the applicable measure. The Board accepts its responsibility to defend the neighborhood's comfort, quality, and value by applying this concept of community standards as best it can in approving requests for color changes to structures within the community.

The Board of Directors reserves the right to require compliance to these approval requirements at the property owner's expense.

Application Procedure:

Application for approval of an architectural change occurs when the lot owner submits a copy of the plans and specifications to the Board of Directors. Within 5 days of receipt of the request and the plans, the architectural committee will review the proposal and make a recommendation to the Board of Directors, upon receipt of which, the Board will meet and pass or reject the proposal. In the event that the information contained in the proposal is insufficient for the committee or the Board to make a decision, the lot owner will provide such additional information as is necessary.