

**Amendment One  
of the  
  
BY-LAWS OF  
CRAWFORD'S RIDGE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
Name and Location**

The name of the corporation is Crawford's Ridge Homeowners Association, Inc., hereinafter referred to as the "Association." The Association is self-governing and is led by a Board of Directors as outlined in this Amendment.

**ARTICLE II  
Definitions**

**Section 1.** "Association" shall mean and refer to Crawford's Ridge Homeowners Association, Inc., a Maryland corporation, its successors, and assigns.

**Section 2.** "Property" shall mean and refer to that certain real property as designated in the Declaration of Covenants, Conditions, Restrictions and Easements, ("Declaration"), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean Open Space and Recreation Areas shown on the Plats for Crawford's Ridge Subdivision, owned in common by all Lot Owners for the common use and enjoyment of the Owners.

**Section 4.** "Lot" shall mean and refer to Lots 1 through 27 (excluding lots 28 and 29) as shown on the Plats for Crawford's Ridge Subdivision for the Property.

**Section 5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or, if the Lot is subject to a reversion reserved in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the owner of the leasehold interest, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

**Section 6.** "Declarant" shall mean and refer to the Crawford's Ridge Board of Directors.

**Section 7.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements and all amendments of Crawford's Ridge Subdivision applicable to the property dated the 24th day of November, 2004, and amendments, and recorded, (or intended to be recorded), among the Land Records of Anne Arundel County, State of Maryland, in Book 15731, page 0281, etc. and any amendments made by the community. Amendments will be dated after November 2004 and shall be titled "Amendment One," "Amendment Two," etc.

**Section 8.** “Member” shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and in the Articles of Incorporation of the Association.

### **ARTICLE III Meeting of Members**

**Section 1. Annual Meetings.** Annual meetings will be held as scheduled by the Board of Directors.

**Section 2. Special Meetings.** Special Meetings of the members may be called at any time by the Board President, the Board of Directors, or upon written request of the members.

**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, 30 days, 15 days, and one week prior to the meeting. Agenda items will be sent no later than 30 days prior to the annual meeting.

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-third (1/3) of the votes or 9 homes represented. 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, 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 for a specific meeting. Every proxy shall be revocable and shall automatically cease upon completion of each meeting.

### **ARTICLE IV Board of Directors, Selection, Term of Office**

**Section 1. Number.** The affairs of the Association shall be managed by the Board of Directors or such other number, but no less than three (3) nor more than five (5), as may be designated from time to time by resolution of a majority of the entire Board of Directors. Directors must be listed on the deed of a Crawford’s Ridge property. At no time will a person with no financial interest in a home at Crawford’s Ridge be a Board Member or have a vote during any meeting.

**Section 2. Term of Office.** The term of the Directors shall be two years; elections will be held at annual meetings. The election of Directors shall be by ballot, in person or in proxy, and shall be elected in accordance with the terms of the Bylaws of the Association. All board members shall serve two-year terms staggered to allow continuity. The President and Treasurer’s terms shall be

of the same period, the Vice President, Secretary and Architectural Chair positions shall be of the same period. Should only three (3) candidates run and be elected for office those positions will be President, Secretary and Treasurer. The President and Treasurer shall serve the same terms. At no time will two (2) members of the same household hold Board of Directors positions.

**Section 3. Removal.** Any director may be removed from the Board, with 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 the 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 any member of the community. Nominations may also be made from the floor at the annual meeting. Nominations will be solicited when the first notice of the annual meeting is announced.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such elections, the members or their proxies may cast, in respect to each vacancy. The persons receiving the largest number of votes shall be elected for each position.

## ARTICLE VI

### Meeting of Directors

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by Resolution of the Board.

**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 quorum is present shall be regarded as the act of the Board.

**ARTICLE VII**  
**Power 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 any Association property, 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 any recreational facility 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 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

(f) Enforce the covenants and conditions of the Declaration, these Bylaws and duly adopted rules, including, but not limited to, the age restrictions for ownership of Lots within Crawford's Ridge.

**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 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 property 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) Procure and maintain adequate liability and hazard insurance on property owned by the Association, and adequate officers and directors' indemnity insurance, said liability insurance to be, as a minimum, in amounts that will provide immunity from liability to directors, officers and the Association pursuant to Maryland law, as may be amended from time to time;

(e) Cause that portion of the Common Area it owns to be maintained, repaired and replaced as necessary;

(f) 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, an Architectural Chair, and such other officers as the Board may from time to time by resolution create. The minimum number of board members shall be three (President, Secretary and Treasurer).

**Section 2. Election of Officers.** The election of officers shall take place at the annual meeting of the members.

**Section 3. Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for two (2) years 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 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 until a community vote can be held. The officer appointed to such vacancy shall serve for the remainder of the term of the officer they replace or until the results of a special election are determined.

**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 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 them 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 fix 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**

### **Indemnification of Officers and Directors**

The Association shall provide any indemnification required or permitted by the laws of Maryland and shall indemnify directors, officers, agents and employees as follows:

(a) The Association shall indemnify any director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was such director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any

action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was such a director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) or (b) of this Article IX, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph (d) of this Article IX.

(d) Any indemnification under paragraph (a) or (b) of this Article IX (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstance because he has met the applicable standard of conduct set forth in paragraph (a) or (b) of this Article IX. Such determination shall be made (i) by the Board of Directors of the Association by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested directors so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amounts unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article IX.

(f) Agents and employees of the Association who are not directors or officers on the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Association.

(g) Any indemnification pursuant to this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

## **ARTICLE X**

### **Committees**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and 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 a 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 may be secured by continuing liens upon the Lot against which the assessment is made. Special Assessments must be approved by 66% of the voting members of the community. 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, late charges 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 nonuse of the Common Area or abandonment of his Lot.

The Association may establish and enforce the lien for any assessment, annual or special, established pursuant to the Declaration aforesaid, and 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 and late charges set forth above or by the Declaration, and reasonable attorney's 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**

**Section 1. Unpaid Assessments.** The Association may, upon request and for a reasonable charge, report a mortgagee of any Lot any unpaid assessment due from the Owner of a 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 therefore, 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.

**Section 2. Approval Required.** In addition to the other provisions of the Declaration, and these By-Laws, and the applicable laws of the State of Maryland, unless at least seventy-five percent (75%) of the mortgagees (based upon one (1) vote for each mortgage) of individual Lots within the Property, have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association, for the benefit of the Lots, i.e., any Common Area it owns.

The granting of easements for public utilities or for other public purposes consistent with the intended use of any Common Area it owns shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Lot Owner.

(c) By act or omission change, waive or abandon any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any Lot, the exterior maintenance of Lots, the maintenance of party walls or common fences or driveways, or the upkeep of lawns and plantings of the Property.

(d) Fail to maintain fire and extended coverage on insurable Association Common Area property it owns, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any Common Area it owns for other than the repair, replacement or reconstruction of such improvements.

**ARTICLE XIV  
Corporate Seal**

The Association may have a seal in circular form laying within its circumference the words: “Crawford’s Ridge Homeowners Association, Inc., Maryland 20\_\_,” 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.

**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 By-Laws, the Declaration shall control.

**ARTICLE XVI  
Miscellaneous**

**Section 1. Fiscal Year.** The fiscal year of the Association shall be established by the Board of Directors.

**Section 2. Examination of Books.** Owners and mortgagees shall have the right to examine the books and records of the Association.

**IN WITNESS WHEREOF**, we, being all of the directors of Crawford’s Ridge Homeowners Association, Inc., have hereunto set our hands this xx     day of 20XX.

WITNESS:

(Signed by)	(Signed)	(SEAL)
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(Signed by)	(Signed)	(SEAL)
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(Signed by)	(Signed)	(SEAL)
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(Signed by)	(Signed)	(SEAL)
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(Signed by)	(Signed)	(SEAL)
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**CERTIFICATION**

I, the undersigned do hereby certify:

That I am the duly elected and acting Secretary of Crawford’s Ridge 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 Members thereof, held on the 24th day of October 2023.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of the Association this 24<sup>th</sup> day of October, 2023.

Crawford’s Ridge Homeowners  
Association, Inc.

By: (Signed) \_\_\_\_\_ (SEAL)