

Article - Real Property

[\[Previous\]](#)[\[Next\]](#)

§11B–116.

(a) (1) In this section the following words have the meanings indicated.

(2) “Governing document” includes:

(i) A declaration;

(ii) Bylaws;

(iii) A deed and agreement; and

(iv) Recorded covenants and restrictions.

(3) “In good standing” means not being more than 90 days in arrears in the payment of any assessment or charge due to the homeowners association.

(b) This section does not apply to a homeowners association that issues bonds or other long-term debt secured in whole or in part by annual charges assessed in accordance with a declaration, or to a village community association affiliated with the homeowners association.

(c) Notwithstanding the provisions of a governing document, a homeowners association may amend the governing document by the affirmative vote of lot owners in good standing having at least 60% of the votes in the development, or by a lower percentage if required in the governing document.

(d) (1) (i) Except as provided in paragraph (2) of this subsection, if a governing document contains a provision requiring any action on the part of the holder of a mortgage or deed of trust on a lot in order to amend the governing document, that provision shall be deemed satisfied if the procedures under this paragraph are satisfied.

(ii) If the governing document contains a provision described in subparagraph (i) of this paragraph, the homeowners association shall cause to be delivered to each holder of a mortgage or deed of trust entitled to notice a copy of the proposed amendment to the governing document.

(iii) If a holder of the mortgage or deed of trust that receives the proposed amendment fails to object, in writing, to the proposed amendment

within 60 days after the date of actual receipt of the proposed amendment, the holder shall be deemed to have consented to the adoption of the amendment.

(2) Paragraph (1) of this subsection does not apply to amendments that:

(i) Alter the priority of the lien of the mortgage or deed of trust;

(ii) Materially impair or affect the lot as collateral; or

(iii) Materially impair or affect the right of the holder of the mortgage or deed of trust to exercise any rights under the mortgage, deed of trust, or applicable law.

[\[Previous\]](#)[\[Next\]](#)