

IN THE CIRCUIT COURT FOR Montgomery County (CC)

City/County

CIVIL – NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Justice of the Supreme Court of Maryland pursuant to Rule 2-111(a). **Defendant:** You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT

CASE NUMBER C-15-CV-25-006397

(Clerk to insert)

CASE NAME: Kenwood Place Condominium

vs.

Mary Francis Dolbashian

Plaintiff

Defendant

PARTY'S NAME: Kenwood Place Condominium

PHONE: 443 906-0117

PARTY'S ADDRESS: 485 Ritchie Highway, #203-D

PARTY'S E-MAIL:

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Brian R. Fellner

PHONE: 443 906-0117

PARTY'S ATTORNEY'S ADDRESS: 485 Ritchie Highway, #203-D

PARTY'S ATTORNEY'S E-MAIL:

JURY DEMAND? ☐ Yes ☒ NoRELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known:

ANTICIPATED LENGTH OF TRIAL?: 0 hours 1 days

PLEADING TYPE

New Case: ☒ Original ☐ Administrative Appeal ☐ AppealExisting Case: ☐ Post-Judgment ☐ Amendment

If filing in an existing case, skip Case Category/Subcategory section – go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

TORTS

- ☐ Asbestos
☐ Assault and Battery
☐ Business and Commercial
☐ Conspiracy
☐ Conversion
☐ Defamation
☐ False Arrest/Imprisonment
☒ Fraud
☐ Lead Paint – DOB of Youngest Plt:
☐ Loss of Consortium
☐ Malicious Prosecution
☐ Malpractice-Medical
☐ Malpractice-Professional
☐ Misrepresentation
☐ Motor Tort
☐ Negligence
☐ Nuisance
☐ Premises Liability
☐ Product Liability
☐ Specific Performance
☐ Toxic Tort
☐ Trespass
☐ Wrongful Death

CONTRACT

- ☐ Asbestos
☐ Breach
☐ Business and Commercial
☐ Confessed Judgment (Cont'd)
☐ Construction
☐ Debt
☐ Fraud

- ☐ Government
☐ Insurance
☐ Product Liability
PROPERTY
☐ Adverse Possession
☐ Breach of Lease
☐ Detinue
☐ Distress/Distrain
☐ Ejectment
☐ Forcible Entry/Detainer
☐ Foreclosure

- ☐ Commercial
☐ Residential
☐ Currency or Vehicle
☐ Deed of Trust
☐ Land Installments
☐ Lien
☐ Mortgage
☐ Right of Redemption
☐ Statement Condo
☐ Forfeiture of Property/Personal Item
☐ Fraudulent Conveyance
☐ Landlord-Tenant
☐ Lis Pendens
☐ Mechanic's Lien
☐ Ownership
☐ Partition/Sale in Lieu
☐ Quiet Title
☐ Rent Escrow
☐ Return of Seized Property
☐ Right of Redemption
☐ Tenant Holding Over

PUBLIC LAW

- ☐ Attorney Grievance
☐ Bond Forfeiture Remission
☐ Civil Rights
☐ County/Mncpl Code/Ord
☐ Election Law
☐ Eminent Domain/Condemn.
☐ Environment
☐ Error Coram Nobis
☐ Habeas Corpus
☐ Mandamus
☐ Prisoner Rights
☐ Public Info. Act Records
☐ Quarantine/Isolation
☐ Writ of Certiorari

EMPLOYMENT

- ☐ ADA
☐ Conspiracy
☐ EEO/HR
☐ FLSA
☐ FMLA
☐ Worker's Compensation
☐ Wrongful Termination

INDEPENDENT PROCEEDINGS

- ☐ Assumption of Jurisdiction
☐ Authorized Sale
☐ Attorney Appointment
☐ Body Attachment Issuance
☐ Commission Issuance

- ☐ Constructive Trust
☐ Contempt
☐ Deposition Notice
☐ Dist Ct Mtn Appeal
☐ Financial
☐ Grand Jury/Petit Jury
☐ Miscellaneous
☐ Perpetuate
☐ Testimony/Evidence
☐ Prod. of Documents Req.
☐ Receivership
☐ Sentence Transfer
☐ Set Aside Deed
☐ Special Adm. – Atty
☐ Subpoena Issue/Quash
☐ Trust Established
☐ Trustee Substitution/Removal
☐ Witness Appearance-Compel

PEACE ORDER

- ☐ Peace Order

EQUITY

- ☐ Declaratory Judgment
☐ Equitable Relief
☐ Injunctive Relief
☐ Mandamus

OTHER

- ☐ Accounting
☐ Friendly Suit
☐ Grantor in Possession
☐ Maryland Insurance Administration
☐ Miscellaneous
☐ Specific Transaction
☐ Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Financial Exploitation | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- ☐ Liability is conceded. ☐ Liability is not conceded, but is not seriously in dispute. ☐ Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

- ☐ Under \$10,000 ☒ \$10,000 - \$30,000 ☐ \$30,000 - \$100,000 ☐ Over \$100,000
☐ Medical Bills \$ _____ ☐ Wage Loss \$ _____ ☐ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

- | | |
|--|--|
| A. Mediation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | C. Settlement Conference <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| B. Arbitration <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | D. Neutral Evaluation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

SPECIAL REQUIREMENTS

- ☐ If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**
- ☐ If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

ESTIMATED LENGTH OF TRIAL

*With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.*

(Case will be tracked accordingly)

- | | |
|---|---|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time |
| <input checked="" type="checkbox"/> 1 day of trial time | <input type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- | | |
|---|---|
| <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under
Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

☐ **Expedited** - Trial within 7 months of
Defendant's response

☐ **Standard** - Trial within 18 months of
Defendant's response

**IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY OR BALTIMORE COUNTY,
PLEASE FILL OUT THE APPROPRIATE BOX BELOW.**

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

- | | |
|--|---|
| <input type="checkbox"/> Expedited | Trial 60 to 120 days from notice. Non-jury matters. |
| <input type="checkbox"/> Civil-Short | Trial 210 days from first answer. |
| <input type="checkbox"/> Civil-Standard | Trial 360 days from first answer. |
| <input type="checkbox"/> Custom | Scheduling order entered by individual judge. |
| <input type="checkbox"/> Asbestos | Special scheduling order. |
| <input type="checkbox"/> Lead Paint | Fill in: Birth Date of youngest plaintiff _____. |
| <input type="checkbox"/> Tax Sale Foreclosures | Special scheduling order. |
| <input type="checkbox"/> Mortgage Foreclosures | No scheduling order. |

CIRCUIT COURT FOR BALTIMORE COUNTY

- | | |
|---|---|
| <input type="checkbox"/> Expedited
(Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple),
Administrative Appeals, District Court Appeals and Jury Trial Prayers,
Guardianship, Injunction, Mandamus. |
| <input type="checkbox"/> Standard
(Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related
Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other
Personal Injury, Workers' Compensation Cases. |
| <input type="checkbox"/> Extended Standard
(Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or
Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and
out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| <input type="checkbox"/> Complex
(Trial Date-450 days) | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major
Product Liabilities, Other Complex Cases. |

11/19/25

Date

Brian Fellner

0606130087

Signature of Attorney/Party

Attorney Number

Brian R. Fellner

Printed Name

Street Address

Severna Park

MD

21146

City

State

Zip Code

bfellner@flslawyer.com

E-mail

CIRCUIT COURT OF MARYLAND FOR MONTGOMERY COUNTY

KENWOOD PLACE CONDOMINIUM
485 Ritchie Highway, #203-D
Severna Park, MD 21146

Plaintiff

v.

MARY FRANCIS DOLBASHIAN
5301 Westbard Circle #137
Bethesda, MD 20816

Defendant

C-15-CV-25-006397

) Civil Case No. _____

VERIFIED COMPLAINT

COMES NOW Plaintiff by and through their attorneys and files this Verified Complaint, and as grounds, therefore, respectfully states the following:

PARTIES

1. Plaintiff Kenwood Place Condominium (the "Condominium") is a duly constituted condominium association in accordance with Maryland law and the Association's Declaration of Covenants, Conditions and Restrictions (the "Declaration") and any amendments thereto. The Declaration is recorded among the Land Records of Montgomery County at Liber 5696; Folio 663, et seq.

2. Defendant, Mary Dolbashian, is a Co-owner within the Condominium. A copy of the deed to her property is attached as Exhibit 1.

3. Defendant, Mary Dolbashian, is a member of the Association's Board of Directors and previously held the position of President of the Association's Board of Directors from December 1, 2024 until April 24, 2025.

JURISDICTION

4. This Court has jurisdiction to hear this matter pursuant to Md. Code Cts. & Jud. Proc. Art §§ 1-501 and 6-102. Venue is proper pursuant to Md. Code Cts. & Jud. Proc. Art. §§ 6-201 – 6-203.

FACTS COMMON TO ALL COUNTS

5. Kenwood Place Condominium is a duly constituted condominium association in accordance with Maryland law and the Condominium's Declaration of Covenants, Conditions and Restrictions (the "Declaration") and any amendments thereto. The Condominium is governed according to its Bylaws (the "Bylaws"). The Declaration is recorded among the Land Records of Montgomery County at Liber 5696; Folio 663, et seq. A copy of the Bylaws is referenced and incorporated herein as Exhibit 2.

6. Despite requests from the rest of the Board, Defendant Ms. Dolbashian has not provided the materials that she maintained in her role as President of the Board and/or that the Board has rescind her authority to possess.

COUNT I

BREACH OF CONTRACT

7. Plaintiff incorporates herein by reference all allegations contained in the foregoing paragraphs.

8. Ms. Dolbashian has continually violated the terms of the Condominium's Bylaws by failing to uphold her duty as a Board Member and Officer.

9. Ms. Dolbashian has also violated the Condominium Board's Code of Ethics, which are a policy enacted by the Board of Directors to govern the conduct of Board Members and Meetings.

10. Condominium instruments, including bylaws, rules and regulations, and policies, are a contract that governs legal rights between the condominium association and unit owners. See *MRA Prop. Mgmt., Inc. v. Armstrong*, 426 Md. 83, 43 A.3d 397 (2012).

11. As one of its policies, the Condominium Board of Directors adopted a Code of Ethics and Rules of Conduct for Volunteer Board Members, Offices, and Committee Members (the "Code of Ethics"). A copy of this Policy is attached as Exhibit 3.

12. As a remedy for the violation of the Code of Ethics, violators may be removed from the Board of Directors or Committee upon the findings of the Board.

13. Ms. Dolbashian was found by the Board to have violated and/or to continue to be in violation of the Code of Ethics in the follow ways:

- (1) interference with the performance of the duties of employees and management;
- (2) promising something of value not approved by the Board to a contractor;
- (3) making personal attacks against officers, members, and directors;
- (4) using her position to benefit herself financially;
- (5) failure to disclose a potential conflict of interest;
- (6) using her position as a Board member for private gain;
- (7) accepting money from a person or firm who is seeking a contract, business, or financial relations with Condominium;

(8) receiving compensation from a third party for acting in her capacity as a member of the Board;

(9) engaging in defamatory writing, publishing, or speech-making;

(10) misrepresenting facts to the residents for the purpose of advancing a personal cause or influencing the outcome of an election;

(11) interfering with a contractor implementing a contract;

(12) interfering with the system of management;

(13) interfering with the duties of any staff member or contractor working on behalf of the Condominium;

(14) harassing, threatening, and attempting through any means to control or instill fear in a member of the staff or management; and

(15) misrepresenting facts to the community for the sole purpose of advancing a personal cause, influencing the outcome of an election, or influencing the community to place pressure on the Board to advance a Board member's personal case.

14. Upon making these findings, the Board requested that Ms. Dolbashian resign from the Board at two separate meetings.

15. Despite being a willing signatory to and bound by the Condominium's Code of Ethics, Ms. Dolbashian has refused to resign from her position on the Board.

WHEREFORE, Plaintiffs request that this Court issue an Order removing Mary Dolbashian from her position as a Board Member of Kenwood Place Condominium due to her breach of the Condominium's governing documents and prohibit her from seeking future reelection to the Condominium's Board.

COUNT II

BREACH OF FIDUCIARY DUTY

16. Plaintiff incorporates herein by reference all allegations contained in the foregoing paragraphs.

17. Under the Maryland Condominium Act, the members of the Board of Directors act in a fiduciary role on behalf of the unit owners within the Condominium.

18. As a fiduciary, members of the Condominium's board of directors owe a duty of care to the unit owners who elected them to their position on the Board. Part of this duty of care is to be present and responsive to co-owners and other board members.

19. As a fiduciary, members of the Condominium's Board of Directors owe a duty of loyalty to the unit owners who elected them to their positions on the Board. The duty of loyalty requires that the members of the Board act in the best interest of the Condominium and avoid self-dealing or self-interest.

20. As President of the Condominium's Board, Mary Dolbashian elicited payments from contractors of the Condominium in return for their contracts being continued.

21. The payments that Ms. Dolbashian received were for her personal gains and were achieved through her taking advantage of the position that she held.

22. Ms. Dolbashian is the sole holder of a debit card related to one of the Condominium's bank accounts. This debit card held by Ms. Dolbashian has registered transactions that the rest of the Board and management company are not able to account for.

23. When asked to verify the transactions in question, Ms. Dolbashian instructed the Board that they can verify the transactions through an Amazon account history. However, Ms. Dolbashian is the only person with the ability to login to this Amazon account that is purported to be for the use of the Condominium.

24. Ms. Dolbashian has repeatedly taken actions that are in her own best interest and has not prioritized the interests of the Condominium. Ms. Dolbashian's refusal to account for her use of Condominium funds is a clear violation of her fiduciary duty to the Condominium.

WHEREFORE, Plaintiffs request that this Court issue an Order removing Mary Dolbashian from her position as a Board Member of Kenwood Place Condominium due to her breach of her fiduciary duties and prohibit her from seeking future reelection to the Condominium's Board.

COUNT III

BREACH OF CONDOMINIUM ACT

25. Plaintiff incorporates herein by reference all allegations contained in the foregoing paragraphs.

26. As a condominium association within the state of Maryland, the Condominium is governed according to Maryland's Condominium Act (the "Condo Act"). MD Code, Real Property, §§ 11-101 – 11-143.

27. Defendant Dolbashian has on several occasions solicited compensation for her work as a condominium board member.

28. Defendant Dolbashian has failed to turn over records and documents that are the property of the unit owners.

29. Defendant Dolbashian has obstructed the work of the condominium board.

WHEREFORE, Plaintiff requests that this Court issue an Order removing Mary Dolbashian from her position as a Board Member of Kenwood Place Condominium due to her breach of her fiduciary duties and prohibiting her from seeking future reelection to the Condominium's Board.

COUNT IV

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

30. Plaintiff incorporates herein by reference all allegations contained in the foregoing paragraphs.

31. Defendant Dolbashian has interfered with contractors of the Condominium.

32. Defendant Dolbashian has instructed contractors of the Condominium individually without consulting with the Board of Directors.

33. These actions have led directly to financial loss and a loss of services for the Condominium.

WHEREFORE, Plaintiff requests that this Court issue an Order requiring Mary Dolbashian to cease its interference with the contract between the Condominium and any named contractor.

COUNT V

DETINUE

34. Plaintiff incorporates herein by reference all allegations contained in the foregoing paragraphs.

35. The Condominium sues Ms. Dolbashian for unjustly detaining the Condominium's goods and chattels, to wit: keys, employee files, Condominium records, online vendor accounts, and Condominium emails accounts. And the Condominium claims that the same be taken from Ms. Dolbashian and delivered to them.

36. Defendant continues to maintain sole access to the email account kenwoodplaceosm@gmail.com where records of the Condominium are kept and excludes the Board from using or accessing it.

WHEREFORE, Plaintiff requests that this Court promptly issue an order to preserve the property and schedule a hearing to determine whether a writ of detinue should be issued for immediate seizure and delivery of the property to Plaintiff.

COUNT VI

CONVERSION

37. Plaintiff incorporates herein by reference all allegations contained in the foregoing paragraphs.

38. The Condominium sues Ms. Dolbashian for converting the Condominium's goods and chattels, to wit: keys, employee files, Condominium records, online vendor accounts, and Condominium emails accounts.

39. Defendant continues to maintain sole access to the email account kenwoodplaceosm@gmail.com where records of the Condominium are kept and excludes the Board from using or accessing it.

WHEREFORE, Plaintiff requests that this Court issue an order requiring delivery of the property to Plaintiff and for monetary damages in the amount of at least \$30,000.00 for loss of use of the property.

COUNT VII

REQUEST FOR LEGAL FEES

40. Plaintiff incorporates herein by reference all allegations contained in the foregoing paragraphs.

41. Pursuant to Article XI Section 11.01(c) of the Bylaws, in any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by a court.

42. Pursuant to Paragraph 18 of the Code of Ethics, any Director who violates the Code of Ethics agrees to pay the attorney fees incurred by the Condominium in the enforcement effort such as seeking injunctive relief. See Exhibit 3.

43. Ms. Dolbashian is in violation of the Condominium's governing documents.

44. The Condominium has incurred significant legal fees in defense of actions brought by Ms. Dolbashian and in seeking the enforcement of the Condominium's Bylaws.

WHEREFORE, Plaintiff requests that this Court enter judgment in favor of the Condominium for the cost of legal fees incurred due to Ms. Dolbashian's actions in an amount to be determined at trial, but in excess of \$30,000.

Respectfully submitted,

/s/ Brian R. Fellner

Brian R. Fellner

Fellner Legal Services

485 Ritchie Highway, #203-D

Severna Park, MD 21146

bfellner@flslawyer.com

(443) 906-0117

Attorneys for Plaintiff

Bar no. 0606130087

CODE OF ETHICS AND RULES OF CONDUCT FOR VOLUNTEER BOARD MEMBERS, OFFICERS, AND COMMITTEE MEMBERS

This Code is approved by the Board of Directors (the "Board") of the Council of Unit Owners ("CUO") of the Kenwood Place Condominium ("KPC" or the "Association").

WITNESSETH:

WHEREAS, the Board has the authority to make decisions and exercise the powers of the CUO on behalf of the Association;

WHEREAS, the Board has the authority to elect the officers of KPC, to establish and empower (if at all) committees of the Board ("Committees"), and to approve appointment of the Chair of each Committee and the members thereof ("Members");

NOW, THEREFORE, BE IT RESOLVED THAT the Board of KPC hereby adopts the Code as follows:

1. The Board and Committee will always use their respective reasonable best efforts to make decisions consistent with this Code, and to protect and enhance the safety and property value of the Unit Owners.
2. No gift of any type worth \$5.00 or more will be accepted from any resident, contractor, or supplier.
3. No contributions will be made to any political parties or political candidates by the Association.
4. Confidentiality of Directors' and Members' personal lives, all residents' personal lives, as well as employees' personal lives, will be observed by Directors, Officers, and Members. The failure of any Director, Officer, or Member to sign this document will render them disqualified for the positions for which they have been selected.
5. The Board and Members will not interfere with the performance of the duties of the employees or Management agent of KPC, so long as a contract exists with a management company.
6. No promise of anything of value not approved by the Board can be made to any subcontractor, supplier, or contractor during negotiations or following selection.

7. Consumption of drugs, alcohol, or other controlled substances will not be tolerated during the performance of such duties.
8. Any Director or Member who has been convicted of a felony will voluntarily resign from his/her position, nor shall anyone convicted of a felony be eligible to serve as a Director or Member.
9. In the event that a Director or Member does not resign, Board members will immediately remove any volunteer from such positions as officers or committee positions if said person has been convicted of a felony.
10. Language at Board and Committee meetings will be kept professional and appropriate in tone and substance. Personal attacks against owners, residents, Officers, Members and Directors are prohibited and are not consistent with the best interests of the community.
11. It is understood that differences of opinion will exist. They shall be expressed in a clear, restrained, and business-like fashion.
12. Proper parliamentary procedure shall be observed. The Board and Committees shall timely prepare, maintain, and keep accurate minutes of meetings.
13. A volunteer may not knowingly misrepresent any facts in any forum, nor to the members of the community.
14. No volunteer serving the community may use his/her position to benefit him or herself financially. Any potential conflict of interest must be disclosed to the Board.
15. The Directors and Members will, at the first Board Meeting following the Annual Meeting, raise their hands and agree to abide by and will sign the Code of Ethics and Rules of Conduct, failing which they shall not take office or assume the position.
16. No individual shall use his/her position as a Board or Committee member for private gain.
17. No Director or Member shall:
 - a) Solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person or firm who is seeking to obtain contractual or other business or financial relations with Kenwood Place Condominium.
 - b) Accept a gift or favor made with intent of influencing decision or action on any official matter.
 - c) Receive any compensation from the Association or any third party for acting in such capacity.
 - d) Engage in any writing, publishing, or speech-making that defames any other member of the Board, Committee member or resident of the community.

- e) Misrepresent facts to the residents of the community for the sole purpose of advancing a personal cause, influence the outcome of an election, or influence the community to place pressure on the Board to advance a Board or Committee member's personal cause.
 - f) (Nor his/her agent or employee or family member) enter into a personal service contract with the any member of the Council of Unit Owners, or the vendors of Kenwood Place Condominium without previous disclosure of such interest to the Board.
 - g) Seek to have a contract implemented that has not been duly approved by the Board.
 - h) Interfere with a contractor implementing a contract. Nor will they engage the contractor in conversations involving their duties on behalf of Kenwood Place Condominium. All communications with contractors will go through Kenwood Place Condominium Management (JSI Management or current management co) in accordance with policy.
 - i) Interfere with the system of management established by the Board and the management company.
 - j) Interfere with the duties of any staff member or contractor working on behalf of KPC.
 - k) Harass, threaten, or attempt through any means to control or instill fear in a member of the staff or Management.
 - l) Utilize homeowners' keys in any manner other than as outlined in the Key Policy passed by the Board.
18. Any Director or Member who violates this code of conduct agrees that the Board of Directors may seek injunctive relief against him/her and agrees to pay the attorney fees incurred by the Board in that enforcement effort.

The Directors and Members also agree that the Board shall be relieved of posting bond as a condition to obtaining its injunctive remedy. Nor shall the Board be required to prove that the balance of equities favor the Board in seeking any injunctive relief.

All parties agree that if they are found to have violated any of the provisions of this Code listed above, they will abide by the findings of the Board. Such a finding could include disciplinary action up to and including removal from the Board of Directors or Committee. All parties also agree that they waive the actions of Section 4.5 of Article IV of the Bylaws.

No provision of this Agreement can be rescinded, altered, and/or amended without the affirmative vote of two-thirds of the members of the Board of Directors.