

Christopher David McKeon
1120 Soho Court
Crofton, MD 21114
410-271-7907

Plaintiff *Pro Se*

Maryland Circuit Court for Anne Arundel County

CHRISTOPHER DAVID MCKEON,)	
)	
Plaintiff,)	
)	
v.)	
)	Case No. 02-C-08-132379 IJ
Charing Cross Townhouse)	
Condominium, Inc.,)	
Joseph R. DeSantis,)	
Carol Frankhouser,)	
Kathleen Marek,)	
Michael J. Helpa,)	
COMANCO, INC.,)	
Ruth Angell,)	
)	
Defendants.)	

COMPLAINT FOR INJUNCTIVE AND OTHER ANCILLARY RELIEF

Plaintiff Christopher David McKeon, member and vice president of the Board of Directors (“the Board”) of Charing Cross Townhouse Condominium Association, Inc (“the Association”), located in Crofton, Maryland, county of Anne Arundel, for his complaint alleges:

I. SUMMARY OF COMPLAINT AND ACTION

- a. Plaintiff brings this action under, but not limited to, the Association’s Declaration Article IX, the By Laws Article III Section 2, Article XVIII Section

5, § 11-109(d)(4), § 11-113(c) of the Maryland Condominium Act (“the Act”) and maintains he has standing to sue as a director and as a Member of the Association injured by Defendants, to secure permanent injunctive and other ancillary relief as set forth below, other redress and equitable relief against Defendants for acts or practices that violate requirements for open meetings, record-keeping and elections established in § 11-109(c)(6), §11-116(a), (b) of the Act, Maryland Corporation Law (hereinafter “MCL”) §2-111, § 4-404(b)(1)(ii), § 2-405.1, § 2-406, §2-407(c)(1), § 2-408(a), (b), (c), § 2-501(a), §5-206, and By Laws Article IV Sections 1, 2, 4, 7, 8, Article V Sections 3, 5, 6, 7, 10, 13, 14, and Article VI Sections 4, 7.

II. JURISDICTION AND VENUE

2. Plaintiff is a resident of the State of Maryland, county of Anne Arundel, town of Crofton.

3. The Association is a Maryland condominium non-stock corporation, chartered in 1979 in and under the laws of the State of Maryland and the county of Anne Arundel.

4. Comanco, Inc. is a corporation doing business in and under the jurisdiction of the laws of the State of Maryland and the county of Anne Arundel.

5. Defendants’ actions, which are the proximate cause of the instant complaint, all occurred within and under the jurisdiction of the laws of the State of Maryland and the county of Anne Arundel.

6. This Court has subject matter jurisdiction over Plaintiff’s claims pursuant but not limited to the Act, Maryland Corporation Law, Maryland Commercial Law, as well

as the Association's Declaration Article IX Section 1, By Laws Article III Section 2 and Article XVIII Section 5.

7. This Court has personal jurisdiction over Plaintiff's claims pursuant but not limited to § 6-101, § 6-102 and § 6-103 of Maryland Code, Courts and Judicial Proceedings.

8. Venue in the Maryland Circuit Court in Anne Arundel County is proper pursuant but not limited to § 6-201, § 6-202 and § 6-203 of Maryland Code, Courts and Judicial Proceedings.

III. THE PARTIES

PLAINTIFF

9. Plaintiff is a member homeowner in the Association and resides at 1120 Soho Court, Crofton, MD 21114. He was elected director of the Association to a statutory 3-yr term pursuant to the 2007 annual meeting of the members and vice president of the Association pursuant to a unanimous vote of the Board taken and recorded in the minutes of the regular meeting of the Board September 25, 2007.

DEFENDANTS

10. Defendant Association is a Maryland condominium incorporated in the State of Maryland in 1979 pursuant to its Declaration (*supra*, at 6), doing business through its property agent Comanco, Inc. The Association transacts or has transacted business in this Court's jurisdiction. There are 122 homeowner Members of the Association.

11. Defendant Comanco, Inc. is a Maryland corporation doing business through post office box 3637, Crofton, MD 21114 and whose place of business relevant to the instant action is physically located at 2139 Defense Highway, Crofton, MD 21114. It is

contracted by the Association to provide property management and other related, ancillary services through December 31, 2008. Comanco, Inc. transacts or has transacted business in this Court's jurisdiction.

DIRECTORS AND MEMBERS OF THE BOARD

12. Upon information and belief Joseph R. DeSantis is neither a member homeowner nor renter in the Association, but resides with his member homeowner parents at 1001 Shire Court, Crofton, MD 21114; he has and currently acts as a director since 2000 for eight (8) consecutive years; his election history does not conform to the requirements of the By Laws; he participated on the 2006 ballot and was elected president of the Association pursuant to a unanimous vote of the Board taken and recorded in the meeting minutes of the regular meeting of the Board September 25, 2007. Individually or in concert with others, he directs, controls, formulates or participates in the acts and practices set forth herein.

13. Upon information and belief Carol Frankhouser is a member homeowner in the Association and resides at 1005 Shire Court, Crofton, MD 21114; she was elected 10/26/06 by the Board to fill a vacancy; her election history does not conform to the requirements of the By Laws; she was elected secretary of the Association pursuant to a unanimous vote of the Board taken and recorded in the meeting minutes of the regular meeting of the Board September 25, 2007. Individually or in concert with others, she directs, controls, formulates or participates in the acts and practices set forth herein.

14. Upon information and belief Kathleen Marek is a member homeowner in the Association and resides at 1008 Broderick Court, Crofton, MD 21114; she was elected director of the Association on the 2007 ballot and treasurer of the Association pursuant to

a unanimous vote of the Board taken and recorded in the meeting minutes of the regular meeting of the Board September 25, 2007. No records of the Association document if Defendant Comanco provided her bond as required by Article V Section 15 of the By Laws. Individually or in concert with others, she directs, controls, formulates or participates in the acts and practices set forth herein.

15. Upon information and belief Michael J. Helpa is a member homeowner in the Association and resides at 1007 Broderick Court, Crofton, MD 21114; he was elected director of the Association on the 2007 ballot and seated as a director as recorded in the meeting minutes of the regular meeting of the Board September 25, 2007. Individually or in concert with others, he directs, controls, formulates or participates in the acts and practices set forth herein.

16. Joseph R. DeSantis, Carol Frankhouser, Kathleen Marek and Michael Helpa are hereinafter collectively referred to as “Defendant Board members.”

EMPLOYEES OF DEFENDANT COMANCO

17. Upon information and belief James Faust is the owner of Defendant Comanco, presided at the Association’s organizational meeting of the members July 7, 1982, is knowledgeable of Association business and periodically as needs dictate attends meetings of the Board. Plaintiff is unaware of any other involvement by James Faust in the acts and practices set forth herein other than his employee supervisory role.

18. Upon information and belief Ruth Angell is an employee of Defendant Comanco, and assigned by Comanco as its agent for Defendant Association since on or about 2005. Individually or in concert with others, she directs, controls, formulates or participates in the acts and practices set forth herein.

19. Comanco, Inc. and Ruth Angell are hereinafter collectively referred to as “Defendant Comanco.”

IV. CHARGES

20. Plaintiff incorporates by reference all the above paragraphs as if fully set forth hereunder.

Count I – Ultra Vires Acts

21. Discovery will show that in numerous and routine instances, Defendant DeSantis represents through his actions, expressly or by implication, that he is duly authorized to act as he unilaterally deems appropriate and that said acts are lawful acts of the Board without its knowledge or voted authorization. Said acts include but are not limited to: the expenditure or commitment of Association monies, the securing of contracts, the transmission of written or verbal communications to homeowners, contractors or other persons or entities in the Board’s name, the calling of regular meetings of the Board, the solicitation of undisclosed legal advice for use in pre-planned strategies at Board meetings towards personal ends, the non-disclosure of Board agendas to directors until moments before or upon calling a meeting to order.

22. In truth and fact, law and the By Laws specify that a majority vote by the Board at a duly called meeting constitute lawful acts of the Board, enumerate the specific duties of the Board president, and non-specifically vest the president with the authority of chief executive officer. These specified and unspecified powers are and must be limited by Article V Section 3 as well as MCL § 2-414 which limits an officer’s authority to those specifically enumerated in the By Laws and non-specifically to those determined by resolution of the Board not inconsistent with the By Laws that, among other

requirements, necessitate the Board lawfully meet and vote to specify the authority granted the officer.

23. Therefore, the representations set forth in paragraph 21 are false, irreparably harm and injure Plaintiff and Members by excluding them from the deliberative and decision-making process properly belonging to the Board, and constitute acts and practices in violation of By Laws Article V Sections 3, 10 and 13, and MCL § 2-408(a), § 2-414(a), § 11-109(d) of the Act and other laws this Court deems relevant.

Count II – Abandonment of Fiduciary Duty

24. Discovery will show that Defendants represent through their actions, expressly or by implication, that their tacit authorization through silent acquiescence of Defendant DeSantis' individual and unilateral actions enumerated in Count I of the instant action, in open or closed meetings and without debate, vote or disclosure, constitute lawful authorization to Defendant DeSantis to perform said acts.

25. In truth and fact, law and the By Laws establish that the Board's acts shall be consistent with law and the By Laws. Hence, authorization requires a vote in an open meeting; and such acts not pre-authorized must be discussed and ratified in an open meeting where the ability to reverse is preserved, else the Board's powers are usurped. Most or all of Defendant DeSantis' acts involve violations of law and the By Laws, the exclusion of one or several Board members from providing debate or a check on said acts or positively conferring such authority in an open meeting, the arbitrary suspension of established and routine policies, procedures and requirements and in other ways undermine or outright waive the Association's ability to enforce the By Laws and keep safe from risk and harm the Association and its Members.

26. Therefore, the representations set forth in paragraph 24 are false, irreparably harm and injure Plaintiff and Members by permitting the powers and duties of the Board conferred by the Association to be usurped without due process, and constitute acts and practices in violation of By Laws Article V Section 3, MCL § 2-408, § 2-414(a) and § 11-109(c)(6), § 11-109(d) of the Act and other laws this Court deems relevant.

Count III – Elections and Terms of Office

27. Discovery will show that in numerous and routine instances Defendants represent through their actions, expressly or by implication, the following acts as consistent with law and the By Laws: establishing an electoral ballot with too many, too little or no seats up for election; awarding terms of office based on vote counts or other arbitrary or undisclosed criteria not consistent with the statutory term; failing to hold annual elections; holding annual elections on dates other than July 1; improperly adjourning reconvened annual meetings without voting; permitting the improper voting of proxies, informing and enforcing upon directors shorter terms than the statutory term, electing directors to limited-term seats (such as that produced by resignation) without notice to Members and not limiting said term to the unexpired portion of the vacated seat's term.

28. In truth and fact, the governing laws mandate annual elections; the By Laws establish a process and procedure by which terms of office are staggered such that only 1-2 seats per year are on the ballot but in no case are zero seats on the ballot; establish a statutory 3-year term for each director; that the annual election shall occur on July 1.

29. Therefore, the representations set forth in paragraph 27 are false, irreparably harm and injure Plaintiff and Members by denying same their electoral and other rights conferred under the Declaration and By Laws, and constitute acts and practices in violation of By Laws Article IV Sections 1, 2, 4-9, Article V Section 5-7, MCL Title 2 Subtitles 4 and 5 and § 11-109(c)(7)(iv), § 11-109(c)(8) of the Act and other laws this Court deems relevant.

Count IV – Vacancies and Removal of Directors

30. Discovery will show that in numerous and routine instances Defendants represent through their actions, expressly or by implication, their authority to create vacancies on the Board by misinforming directors (such as Charlene Julien in 2007) of their statutory term of office; by enforcing arbitrary methods to award terms of office based on vote counts or other means; by removing Tom Knighten by majority vote of the Board in a closed meeting 4/3/2007.

31. In truth and fact, the By Laws govern the creation or handling of vacancies on the Board, the statutory term of office that is not amenable to change by the Board, and the prescribed methods for removing a director from office.

32. Therefore, the representations set forth in paragraph 27 are false, irreparably harm and injure Plaintiff and Members by denying directors their rights and expectations under the By Laws and law, and constitute acts and practices in violation of By Laws Article V Sections 5-7, MCL § 2-406(a)(1) and (2), and other laws this Court deems relevant.

Count V – Open Meetings

33. Discovery will show that in numerous and routine instances Defendants represent through their actions, expressly or by implication, their authority to hold regular or special meetings of the Board, committee meetings and private meetings of the Board without notification to the Members, and that By Laws Article V Section 11, which permits 3 days notice of special meetings to directors only, supersedes and governs the Act.

34. In truth and fact, the Act governs the By Laws in cases of conflict between them and all meetings of a governing body must be open to Members.

35. Therefore, the representations set forth in paragraph 30 are false, irreparably harm and injure Plaintiff and Members by failing and refusing to inform and excluding them from the business of the Association, and constitute acts and practices in violation of § 11-124(e), § 11-109(c)(6) of the Act and other laws this Court deems relevant.

Count VI – Calling Unauthorized Meetings

36. Discovery will show that Defendants represent through their actions, expressly or by implication, that they hold lawful authority to individually or severally determine a regular meeting of the Board without disclosing the act to all directors, and without a majority vote by the Board at a duly called meeting, by canceling the scheduled June 24, 2008 regular meeting of the Board and calling the June 19, 2008 regular meeting of the Board without a lawful vote by the Board.

37. In truth and fact, the By Laws establish that an act of the Board shall be made at an open meeting, that notification shall include all directors, and that a regular

meeting of the Board shall be determined by majority vote at a duly called meeting of the Board.

38. Therefore, the representations set forth in paragraph 36 are false, irreparably harm and injure Plaintiff and Members by failing and refusing to inform, excluding them from the deliberations of the Board, committees and other governing bodies, and constitute acts and practices in violation of By Laws Article V Section 10, Article 5 Section 3, and MCL § 2-408(a), § 2-408(b)(1), § 2-408(c) and § 11-109(c)(6) of the Act and other laws this Court deems relevant.

Count VII – Voting by Email, Telephone and Private Conversation

39. Discovery will show that in numerous and routine instances Defendants represent through their actions, expressly or by implication, the authority to transact any Association business via email, telephone or private conversation by majority vote; or that Defendants may vote by majority via email, telephone or private conversation when, in their judgement, an emergency exists; that voting by majority via email, telephone or private conversation is not a prohibited act and practice because it does not constitute a closed meeting or a meeting that requires lawful notification to the Members; that ratifying said majority email, telephone or private conversation votes at a subsequent open meeting of the Board is unnecessary or in any case taken care of by its alleged inclusion in the Unit Activity Report which constitutes a portion of the directors' management reports and the official archived records of the Association; and that it is permissible to vote by majority via email or telephone on actions that cannot at the next open meeting be debated towards reversal, making the act a *fait accompli*.

40. In truth and fact, law and the By Laws only permit action outside of a duly called meeting of a governing body when such action is unanimous, in writing, and certain other statutory requirements are met; and establish that voting by email, telephone or private conversation is in practical effect a closed meeting or a meeting without lawful notification to the Members.

41. Therefore, the representations set forth in paragraph 39 are false, irreparably harm and injure Plaintiff and Members by excluding them from meetings, deliberations and acts of the Board, committees or other governing bodies, and constitute acts and practices in violation of By Laws Article V Section 14, MCL § 2-408(c), § 11-109(c)(6) of the Act and other laws this Court deems relevant.

Count VIII – Director Terms of Office

42. In numerous and routine instances Defendants represent through their actions, expressly or by implication, that it is lawful and consistent with the By Laws to award terms of office based on vote counts or other arbitrary and undisclosed criteria, to place directors on a ballot for re-election by falsely or fraudulently informing said directors their term was expired, by removing at least one director by majority vote of the Board and doing so in a special meeting of the Board without lawful notification to Members.

43. In truth and fact, the By Laws set forth a statutory and staggered 3-year term for all directors; that directors may be removed only by Members at a meeting of the Members duly called for such purpose, and mandate the Board to act in a manner consistent with law and the By Laws.

44. Therefore, the representations set forth in paragraph 42 are false, irreparably harm and injure Plaintiff and Members by denying them the full-term service of those they elected, denying directors their statutory term and in other ways seizing from Plaintiff and Members their just rights under the rules and laws governing elections and terms of office, and constitute acts and practices in violation of By Laws Article V Sections 3 and 7, MCL § 2-406(a)(1), § 2-406(a)(2), § 11-109(d) of the Act and other laws this Court deems relevant.

Count IX – Record-keeping

45. In numerous and routine instances Defendants represent through their actions, expressly or by implication, that the Association's records are in order with some minor filing or other discrepancies; that there is no duty to create, keep or maintain records of meetings of a governing body or its committees; that Defendants failure to create, keep and maintain books and records is not an impediment to legal enforcements against Members for which documented proof would be required; to shift the record-keeping burden to Members to fully maintain all books and records pertinent to their unit to show upon demand to the Association.

46. In truth and fact, law and the By Laws mandate the Association—and by extension its property agent—to create, keep and maintain appropriate books and records; and entitles a Member accused of a violation the right to present evidence and cross-examine witnesses which in the normal course of events would include the Association's documentation and proof of violation.

47. Therefore, the representations set forth in paragraph 45 are false, irreparably harm and injure Plaintiff and Members by an inability to provide the records

of the Association for review, to document and justify Board actions, to evidence proof of unit owner violations, and so on, and constitute acts and practices in violation of By Laws Article XIV Section 2, MCL § 2-111, § 11-113(b)(2)(iii), § 11-113(b)(3) of the Act and other laws this Court deems relevant.

Count X – Petition to Audit

48. Defendants represent through their actions, expressly or by implication, that they have no duty to disclose a petition to audit the books and records of the Association to the full Board or Members, or to act upon same if they deem unacceptable the financial cost of the audit, or if they can cause or compel the petition's signatories to remove or repeal their signatures through intimidation and thereby invalidate the petition subsequent to its lawful presentation to the Association.

49. In truth and fact, the law and By Laws compel the Association to audit its books and records upon petition by at least 5% of the Members and do not provide for the removal by petitioners of their signatures subsequent to the petition's lawful presentation to the Association. Moreover, with said petition in Defendant Comanco's hands for 21 days as of June 16, 2008, Defendants have a duty to inform and to act in a timely manner on a petition with a 30-day start date.

50. Therefore, the representations set forth in paragraph 48 are false, irreparably harm and injure Plaintiff and Members by obfuscating and obstructing their right to audit the Association's records, and constitute acts and practices in violation of By Laws Article XIV Section 3, § 11-116(b) of the Act and other laws this Court deems relevant.

Count XI – Rules and Regulations and Covenant Enforcement

51. In numerous and routine instances Defendants represent through their actions, expressly or by implication, that the rules and regulations governing the Association's architectural and landscaping changes may be written or unwritten; may contradict one another on a case-by-case basis; that any conforming or non-conforming or non-approved change may be "grandfathered" within the scope of meaning that the Association agrees to take no action on the violation so as to avoid enforcement, yet nevertheless does not waive its right to enforce the same violation at a later date with another homeowner; that no rules or regulations regulating architectural or landscaping changes need be in writing or codified in any way so long as the Association does not appear arbitrary, capricious, whimsical or captious; that rules and regulations may be enacted by the Board without notification or input to the Members; that change requests may be adjudicated in private by one or several Board members outside of an open meeting of the Board or committee and simply reported as adjudicated or ratified in an open meeting of the Board.

52. In truth and fact, law and the By Laws establish that rules and regulations shall be enacted only after notification to Members and certain statutory procedures are successfully and appropriately fulfilled; that rules and regulations may not be unwritten or present as arbitrary, capricious, whimsical or captious; that declining to act on a violation by one homeowner by "grandfathering" the unapproved or non-conforming change so as to avoid enforcement waives the Association's right to pursue the same violation against other homeowners; that rules and regulations shall be proposed, debated and enacted in open meetings of the Board or committee; that adjudication of change requests shall be enacted after open and noticed debate such that the Board's power to

reverse an individual director's or committee's initial adjudication prior to a homeowner starting or completing the work (making a reversal impractical or legally impermissible) shall be preserved.

53. Therefore, the representations set forth in paragraph 51 are false, irreparably harm and injure Plaintiff and Members by creating an arbitrary, capricious, whimsical and captious system for adjudicating and enforcing architectural and landscaping covenants, and constitute acts and practices in violation of By Laws Article V Section 3, § 11-109(c)(6), 11-109(d), § 11-111 of the Act and other laws this Court deems relevant.

Count XII – Actions in Bad Faith

54. In numerous and routine instances Defendants represent through their actions, expressly or by implication, that they have no duty of care, of loyalty or to disclose and inform outside their actions which are the cause of the instant Complaint.

55. In truth and fact, Defendants' fiduciary duties are set forth in law and establish requirements of good faith outside of which their actions fall.

56. Therefore, the representations set forth in paragraph 54 are false, irreparably harm and injure Plaintiff and Members by permitting actions by directors that are expected to be constrained by adherence to fiduciary duty, and constitute acts and practices in violation of MCL § 2-405.1 of the Act and other laws this Court deems relevant.

VI. INJURY TO PLAINTIFF AND MEMBERS

57. Discovery will show that Plaintiff (as well as Members in the same or similar way) has and continues to suffer irreparable injury, and will continue to be injured

by Defendants' routine, willful and obstinately ongoing violations of the governing laws as set forth above. Absent injunctive relief by this Court, and based on Defendants' established history of violating the rules and laws as set forth above and the lack of independence inferred thereby, Defendants are likely to further continue their actions, to obfuscate and obstruct Plaintiff's efforts to establish compliance with the governing laws by the Association, to corrupt and delegitimize the actions of the Board and continue to commit the Association to obligations to which the Members were denied knowledge or input, the Board as a collective body did not agree and which cannot be reasonably or legally undone, to harm the Board's ability to function as an effective governing institution of the Association, to place the Association and its Members at risk of harm, and to thereby continue to irreparably injure Plaintiff (as well as Members).

VII. THIS COURT'S POWER TO GRANT RELIEF

58. Maryland law empowers this Court to grant injunctive and other ancillary relief to prevent and remedy violations of any provision of law enforced by the Court.

VIII. WHY THIS COURT SHOULD GRANT RELIEF

59. This Court should grant relief to Plaintiff for the following reasons:

- a. Absent relief by this Court, it is not feasible or expected that Defendants, who have a clear interest in opposing full disclosure and obfuscating the facts Plaintiff has documented and disseminated to them, will act to fairly and forthrightly inform Members of and correct the issues enumerated herein. Defendants will carry on business as usual.

b. Absent relief by this Court, Defendants will continue to fail and refuse to verify or respond to Plaintiff's notifications when their actions violate the governing laws and to provide an explanation for their actions thereof; to obstruct Plaintiff's efforts to participate, and thereby prevent him fulfilling the legal duties required of him, as a director on the Board; and to seek and establish compliance with the governing laws by the Association;

c. Absent relief by this Court, Defendants will continue to attempt to manipulate and obfuscate the governing laws outside the knowledge of Plaintiff and the Members so as to establish or determine the elections, legal members of the Board and terms of office that meets their private ends;

d. Absent relief by this Court, Defendants will continue to fail or refuse to comply with the open meeting requirements of the Act as it pertains to actual meetings of the Board, meetings between members of the Board, committee meetings, or meetings or actions conducted via telephone, email or by other means; and to act in violation of and unencumbered by the governing laws enumerated above;

e. Absent relief by this Court, Defendants will continue to follow their demonstrated propensity to hold closed meetings, to change meetings without notifying the Board, to act on Defendant Comanco's written encouragement and advice that the Board can meet without notice to the Members—or, indeed, without notice to all members of the Board—all of which suggests Defendants are even now holding undisclosed, closed meetings to prepare for the June 19, 2008 rescheduled regular meeting of the Board at which Plaintiff

can only presume upon information and belief that the petition to audit, term of office, Board membership and other election irregularities will be acted on by the Board, rather than the Members which is their right;

f. Absent relief by this Court, Plaintiff will continue to be uninformed and thereby irreparably harmed and obstructed from lawfully fulfilling his fiduciary duty to the Association and its Members as an elected director;

g. Absent relief by this Court to permanently remove Defendants DeSantis, Frankhouser, Marek and Helpa as directors of the Association, it is reasonable to infer and assert that they will—when the dust of this complaint settles—continue to violate the governing laws as enumerated above and particularly with respect to closed meetings, electoral irregularities, directors' terms, Board membership and removing directors from office.

h. Absent relief by this Court, neither Plaintiff as a Member of the Association, nor any other Member except only Defendants will have knowledge of or be informed that the following significant and high stakes issues may be debated and acted upon at the 6/19/08 meeting: election irregularities, a petition to audit the Association's records, loss of records, alleged failures of the property manager and members of the Board to fulfill their contractual or fiduciary duties; alleged violations of the governing laws by Defendants, or any other such significant business of the Association which Members are entitled to give input on or exclusively act. While the routine business that comes before the Board may not require any special agenda notification to Members, the significant matters of the instant action

involving important and substantive violations of the governing laws of the Association mandate the Board inform the Members of these important topics to be debated and acted upon at the June 19, 2008 meeting. Because Defendants have in truth not fully informed Members, Plaintiff and Members will suffer an irreparable harm if the watershed agenda of this meeting goes by undisclosed.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court, as authorized by Maryland laws and pursuant to its own equitable powers:

(1) Enjoin Defendants from meeting on any Association business until the Members or Board fully and lawfully resolve the election and petition to audit complaints herein;

(2) Order Defendants to cease and desist meeting on June 19, 2008 for which there is no notice to the Members regarding the elections and audit petition issues that are presumed on its undisclosed agenda and should of a right come before the Members;

(3) Order the Association to convene a special meeting of the Members within ten (10) days from the date of the order's issue, with proper notification and a pre-published agenda notifying Members of all election, record-keeping, audit petition and other issues enumerated herein;

(4) Permanently enjoin Defendants from meeting, conducting or transacting any Association business outside of a duly constituted meeting until the Members are notified of the meeting and its proposed agenda;

(5) Permanently enjoin Defendants from meeting, conducting or transacting any Association business by majority vote via email, telephone, private conversation or via any other means outside of a duly constituted meeting, except where expressly permitted by law and to enjoin Defendants to so comply with said law; and permanently enjoining Defendant Comanco from initiating or soliciting same;

(6) Permanently enjoin and restrain Defendants from engaging or assisting others in engaging in violating the By Laws Article V Section 10 and Maryland Corporation Law 2-408(c) and any other laws this Court deems relevant as they pertain to determining regular meetings of the Board;

(7) Permanently remove Defendants DeSantis and Frankhouser as directors of the Association, and enjoin them from serving the Association hereafter in any capacity;

(8) Order Tom Knighten and Charlene Julien be reinstated to their unexpired seats should they still want them, otherwise order said two (2) seats onto the 2008 ballot as vacant for election through the remainder of their terms (2009);

(9) Remove Defendants Marek and Helpa as directors of the Association, and enjoin them from serving the Association in any capacity for three (3) years; Order their seats onto the 2008 ballot as vacant for election, one seat through the remainder of its term (2010), the other seat through 2011 in order to restore fidelity with the By Laws elections rules regarding staggered terms;

(10) Order the Association to provide transcribing services for each meeting of the Board for five (5) years to foster an environment of, and to ensure, accurate minutes and records; Or, order the Association to permanently provide competent and accurate recording services that can also lock electronic documents to prevent records tampering;

(11) Award Plaintiff such temporary, preliminary and permanent injunctive and ancillary relief as may be necessary to avert the likelihood of Defendants ignoring this Court's orders so as to preserve the possibility of effective final relief;

(12) Order Defendant Comanco to distribute this complaint and this Court's order to all Members of the Association;

(13) Grant Plaintiff Summary Judgment on all counts as to the merits; otherwise grant Plaintiff Summary Judgment on each count as to its merits, as this Court deems warranted;

(14) Award Plaintiff the costs of bringing this action pursuant to By Laws Article XVIII Section 5 and § 11-113(c), as well as such additional injunctive or equitable relief as the Court may determine to be just and proper.

Respectfully Submitted,

Christopher David McKeon
Pro Se

Christopher David McKeon, *Pro se*
Member and Vice President,
Charing Cross Townhouse Condominium
Association, Inc.
1120 Soho Court
Crofton, MD 21114
410-271-7907

I DO SOLEMNLY SWEAR AND AFFIRM, under penalty of perjury, that the foregoing Complaint for Injunctive and Other Ancillary Relief is true and correct to the best of my knowledge, information and belief.

Christopher David McKeon
1120 Soho Court
Crofton, MD 21114
410-271-7907

