

ADDENDUM TO THE BY-LAWS OF MERION STATION TOWNHOUSE ASSOCIATION, INC.

WHEREAS, the Merion Station Townhouse Association, Inc. (hereinafter referred to as the "Association") executed bylaws on or about April 21, 2021, and recorded in the Land Records of Howard County in Liber 7, Folio 291 (hereinafter referred to as the "Bylaws").

WHEREAS, in order to provide for the congenial occupancy of the Property, as defined in the Bylaws, and for the safety of the Merion Station community and protection of the values of the Property (as defined in the Bylaws), the use of the Property shall be restricted to and shall be in accordance with the provisions identified herein.

WHEREAS, the Association hereby amends Article VI, Property Rights, of the Bylaws to include restrictions on the use of Property as it relates to leasing of and/or occupation of the Property.

WHEREAS, the remainder of the Bylaws remain in effect; and

WHEREAS, this Addendum to the Bylaws shall take effect as of the date of signing by all directors of the Board of Directors of the Association (hereinafter referred to as the "Board").

AMENDMENT TO BYLAWS

ARTICLE VI

PROPERTY RIGHTS:

3. Restrictions on Use of Property.

- a. No part of the Property shall be used for any purpose other than single family housing and the related common purposes for which the Property was designed. The Property shall be used for residential purposes and for no other purpose unless permitted by law or approved by the Association. No activities on the Property shall interfere with the quiet enjoyment of any other Owner (as defined in the Bylaws) or resident.
- b. Nothing shall be done by an Owner, resident, and/or occupant of a Property which will increase the rate of insurance of the Property applicable for residential use and/or jeopardize the ability to obtain insurance of the Property without the prior written consent of the Board.

- c. No portion of a Property (other than the entire Property) may be rented. No short-term rentals (renting or occupying the Property for less than thirty (30) days) are permitted and no transient tenants may be accommodated in or occupy the Property. Not more than twenty-five percent (25%) or no more than thirty-six (36) licensed rental units within the Merion Station community shall be rented at any given point in time except that the Board may grant, in its sole discretion, exceptions for good cause from time to time. Once the Merion Station community has achieved the maximum rental use, twenty-five percent (25%) or thirty-six (36) licensed rental units, no more units may be rented until a unit reverts to occupancy by the Owner of the Property. Current rentals are grandfathered in under this rule until the property is sold then it will revert back to owner-occupied status.
- d. The Owner of a Property is required to produce a written copy of the lease for the occupancy of a unit and/or Property to the Board for approval of the change in status of use of the Property prior to tenant occupation. Once approved by the Board, the Owner must provide an executed copy of the lease to the Board within fifteen (15) days of execution and identify the tenant(s) name and telephone number and identify the names of all individuals residing in the Property. The Owner of a Property is further required to provide an update of the status of occupation of the Property on an annual basis to the Board, by June 1st date of the year. In the event that the status of use of the Property returns to occupancy by the Owner, the Owner must provide written notice of such change in occupancy of the Property within ten (10) days of the change.
- e. All lease agreements shall provide that the terms of the lease are subject to the provisions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of Merion Station Townhouse Association, Inc., and any amendments thereto, and the Bylaws of Merion Station Townhouse Association, Inc., and any amendments thereto. The lease agreements shall also provide that any failure of the tenant and/or occupants of the Property to comply with the provisions of the governing documents of the Association shall constitute a default under the lease. In the event that a tenant and/or occupant of the Property violates the governing documents of the Association, the Owner of the Property, and the tenant and/or occupant of the Property will be notified of said violation. The Owner of the Property is responsible for the imposition of any fines or penalties by the Association for the violation of the governing documents by a tenant and/or occupant of the Property.

- f. In the event that a tenant and/or occupant of the Property, who is not the Owner of the Property, continues to violate the governing documents of the Association, and the Owner fails to evict the tenant and/or occupant of the Property, the Board may take enforcement action against the tenant and/or occupant of the Property, including eviction of the tenant and/or occupant from the Property.

- g. The Board may require that a specific lease addendum adopted by it be used for all leased units, and such lease addendum may require that in the event an Owner of a leased property is delinquent in the payment of assessments and other charges to the Association, that the tenant is required to pay his or her rent directly to the Association until the Owner's account is current.

Any use that would require the owner to get a Howard County rental license qualifies as a rental under this rule.

We, the Board of Directors, and homeowners hereby agree and have attested to this Addendum to By-Laws and adopted by Merion Station Townhouse Association Homeowners unanimously on June 12, 2023.

IN WITNESS WHEREOF, we, all the Members of the Board of Directors of Merion Station Townhouse Association, have signed these By-Laws this 12 day of June, 2023.

Carol Hutcheson
[Signature]
[Signature]
Welyn M. Griffin
[Signature]

STATE OF MARYLAND

COUNTY OF HOWARD

On this 12 day of June, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared members of the Board of Directors of Merion Station Townhouse Association, known to me to be the persons subscribed to the foregoing By-Laws of Merion Station Townhouse Association, and acknowledge that they executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Debbie E. Kief
Notary Public

My Commission Expires:

Names of Board members,

- Carol Hutchison
- Eric Lawrence
- Lydia Rae Woods
- Evelyn M. Griffin
- Sinai Guerrero
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IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Debbie E. Nix
Notary Public

My Commission Expires:

DEBBIE E. NIX
NOTARY PUBLIC
Howard County, Maryland
Commission Expires 9/22/2023

