

BY-LAWS

OF

MERION STATION TOWNHOUSE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION:

1. The name of this corporation is MERION STATION TOWNHOUSE ASSOCIATION, INC. and hereinafter it shall be referred to as the "Association".
2. The Association shall have its principal office in the City of Columbia, State of Maryland.

ARTICLE II

STATED PURPOSE:

1. Heretofore, Merion Station Townhouse Association, Inc. was duly incorporated as a body corporate of the State of Maryland and the Charter thereof filed for public record in the office of the Department of Assessments and Taxation of said State.
2. Jeffrey Sneider and Company, Inc., a Virginia Corporation, by instrument entitled, "Declaration of Covenants, Restrictions, Easements, charges and liens (The Declaration dated February 18, 1972 and filed for public record among the Land Records of Howard County in Liber _____, folio _____, as owner and developer of the community in the Village of Harper's Choice in Columbia, Maryland, to be known as Merion Station created thereby certain rights, liabilities, interests, covenants, conditions, restrictions, benefits, liens and obligations affecting said real property as therein defined and all present and future owners thereof.
3. This Association hereby and herein confirms, ratifies and adopts in all particulars the provisions and terms of each of the above documents and by reference thereto incorporates same herein as a part hereof and further declares the stated purpose and intent of these By-Laws to be merely explanatory, supplementary, parliamentary and ministerial in nature as an aid in their construction, operation and use.

ARTICLE III

DEFINITIONS:

1. "Association" shall mean and refer to MERION STATION TOWNHOUSE ASSOCIATION, INC., its successors and assigns.
2. "Property" shall mean and refer to that certain real property hereinbefore described in the Declaration.
3. "Common Area" shall mean any and all areas of land designated on any recorded subdivision plat of the Property as set aside and intended for the common use and enjoyment of the Owners of Lots, including designated open space lots, parking areas not in beds of roads, median strips in road beds and all areas excluding beds of streets delineated upon the recorded subdivision plat of the Property neither lying within the property lines of residence lots, herein specifically designated "common area".

4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

5. "Member" shall mean and refer to every person or entity who holds membership in the Association as provided for in the ARTICLE IV hereof.

6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

7. "Declarant" shall mean and refer to Jeffrey Sneider & Company, Inc. successors and assigns, including any such successor or assign which acquires title to more than one undeveloped Lot either by sale, assignment or foreclosure of any security instrument to which any portion of the Property is subject.

8. "The CPRA Declaration" shall mean and refer to the Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens made the 13th day of December, 1966, by and between The Columbia Park and Recreation Association, Inc., and C. Aileen Ames, and recorded in the Land Records of Howard County, Maryland, at Liber 463, page 158.

9. "Harper's Choice Village Covenants shall refer to certain covenants, agreements, easements, liens and restrictions as set forth in a certain Deed, Agreement and Declaration dated January 17, 1968, recorded among the Land Records of Howard County, Maryland in Liber 481, folio 514 by The Howard Research and Development Corporation, et al.

ARTICLE IV

MEMBERSHIP:

Every person or entity who is a record owner, including a contract seller, of a fee or an undivided fee interest in any Lot subject to these covenants shall be reason of such ownership, also, be subject to assessment by the Association and automatically be a member thereof. The foregoing does not include any person or entity having such record interest merely as security for the performance of an obligation by another. Also, Declarant shall be a member with voting rights as hereinafter stated but shall not be subject to any assessment until after September 1, 1973. Ownership of a Lot is the sole qualification for membership in the Association.

ARTICLE V

VOTING RIGHTS:

The Association shall have two classes of voting membership:
Class A. Class A members shall be all Owners with the exception of the Class B members. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by ARTICLE IV. When more than one person hold such interest in any Lot, all such persons shall be members but the vote for such Lot shall be apportioned into as many fractions of the whole as there are Owners so that in no event shall more than one full vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant as above defined and any person, firm or corporation to which the Declarant shall assign two or more undeveloped Lots for the purpose of development. The Class B members shall be entitled to three votes for each Lot in which they hold the interest required for membership by ARTICLE IV, provided that Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) September 1, 1973.

ARTICLE VI

PROPERTY RIGHTS:

1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to limit from time to time the number of guests which any member may allow to use the Common Area or any recreational facility which might be established on the Common Area.

(b) The right of the Association to charge reasonable admission, maintenance and other fees for the use of any recreational facility which might become situated upon the Common Area.

(c) The right of the Association to borrow money for the purpose of improving the Common Area and the facilities and in aid thereof to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be superior to the rights of the homeowners hereunder but subordinate to such covenants, conditions, restrictions, reservations, liens and charges as are provided for in the CPRA Declaration and the Harper's Choice Village Covenants.

(d) The right of the Association to suspend the voting rights of a member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 30 days for any violation of its published rules and regulations.

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

2. Delegation of Use. Any member may delegate his/her right of enjoyment to the Common Area to the members of his/her family, his/her tenants, or contract purchasers who reside on the property.

ARTICLE VII

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

1. Number. As of and after the first annual meeting of members the affairs of this Association shall be managed by a Board of five directors, who shall be members of the Association.

2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years and one director for a term of two years.

3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve until the next Annual Meeting, at which time a special election shall be held to fill the remainder of the unexpired term.

4. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

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 consent or approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII

MEETINGS OF DIRECTORS:

1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. At least four of these meetings of the Board shall be held at a public place and notice shall be given as to time, place and agenda at least fourteen (14) days in advance.

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 directors, after not less than three (3) days notice to each director.

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

ARTICLE IX

NOMINATION AND ELECTION OF DIRECTORS:

1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association, who are not Directors or Officers. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members.

to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE X

POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infractions thereof;

(b) 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;

(c) declare the office of a member or 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

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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 which shall be made available to any member upon request and provided to the individual within one week and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such a statement is requested in writing by one-fourth (1/4) of the Class A 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 herein, and in the Declaration, to:

(1) fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XIV, and

(2) send written notice of assessment to every Owner subject thereto at least thirty (30) days in advance of the first day of each calendar or fiscal year during which monthly assessments shall be levied, and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and all other property owned by the Association to be preserved and maintained in accordance with the provisions of the Declaration.

(h) cause that portion of residence Lot not covered or enclosed by a house and fencing to be maintained in accordance with the terms of the Declaration.

ARTICLE XI

COMMITTEES:

1. The Board of Directors shall appoint such committees as deemed appropriate in carrying out the purposes of the Association. Committees shall be chaired by members of the Association.

2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XII

MEETINGS OF MEMBERS:

1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on a day in the month of May at the hour of eight o'clock, p.m. The Annual Meeting shall not be held on a Saturday, Sunday or a legal holiday.

2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the Class A membership.

3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. 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.

4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn

the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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. Every proxy shall be revocable and shall automatically cease upon conveyance by the conveyance by the member of his/her Lot. No member may actively solicit proxies.

(a) Any proxy involving votes for office shall indicate that the proxy is limited or unlimited.

1. Unlimited Proxies: An unlimited proxy will entitle the recipient to vote for any candidate or candidates for whom the recipient wishes to vote.

2. Limited Proxies: A limited proxy will indicate either:

i. The names for whom the recipient is obligated to vote;

or

ii. One name for whom the recipient is obligated to vote and a statement that the recipient may vote for any candidate (s) that the recipient chooses;

or

iii. One name for whom the recipient is obligated to vote and a statement that no vote may be cast for another candidate (s).

(b) Proxies involving matters other than voting for office shall be either limited or unlimited.

ARTICLE XIII

OFFICERS AND THEIR DUTIES:

1. Enumeration of Offices. 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, and such other officers as the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the Annual Meeting immediately subsequent to the election of the Board of Directors. Election of the President shall be by secret written ballot by those attending the Annual Meeting. Election of the Vice President shall be by the Board of Directors at the first meeting following the Annual Meeting.

3. Term. The officers of this Association shall be elected annually as provided in Section 2 of Article XIII.

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.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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.

6. Vacancies. A vacancy in any office may be filled by a majority vote by the Board of Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

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.

8. Duties. The duties of the officers are as follows:

(a) 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 leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

(c) 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 affix it on all paper 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.

(d) 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 examination of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget for the current fiscal year, and balance sheet and statement of income and expenditures for the previous fiscal year to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XIV

MAINTENANCE ASSESSMENTS:

1. Creation of the Lien and Personal Obligation of Assessments.

Each owner of any lot by hereafter accepting a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, except as provided in Section 5 of this ARTICLE XIV, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his/her successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of the Common Area.

3. Basis and Maximum of Assessments. Until January 1 of the year immediately following the conveyance of the first lot to any owner, the maximum monthly assessment for each lot shall be Six (\$6.00) Dollars.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership to a maximum of five (5%) per cent.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased a maximum of five (5%) per cent by a vote of the members for the succeeding three (3) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years, provided that any such change should have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Until positive action to the contrary is taken by the Board of Directors the annual assessment for each lot subject thereto shall be Seventy-Two (\$72.00) Dollars due and payable January 1 of each year.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment when levied shall contain the terms and method of payment therefor and shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. Any lot owned by a Class B member shall not be subject to any annual or special assessments until after September 1, 1973.

6. Quorum for any Action Authorized under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence

at the meeting of members or of proxies entitled to cast sixty (60%) per cent the required quota is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of each lot. The first annual assessment of each lot shall be pro rated according to the number of months remaining in the calendar year and shall be a charge and lien due and payable for the year of the assessment at the time of transfer of ownership. The Board of Directors shall fix the amount of the annual assessment against such lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment which is not paid when due shall be delinquent. If assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) per cent per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property and interest, costs, 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 non-use of the Common Area or abandonment of his/her lot.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages and to the assessment liens provided for in the CPRA Declaration. Sale or transfer of any lot shall not affect any of these assessment liens. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created therein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Maryland; and (d) all property of Declarant until after September 1, 1973, except, however,

land or improvements devoted to dwelling use shall be exempt from said assessments if owned by anyone other than Declarant.

ARTICLE XV

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 reasonable cost.

ARTICLE XVI

CORPORATE SEAL:

The Association shall have a seal in circular form having along its circumference the words: Merion Station Townhouse Association, Inc. and within its circumference the words: Maryland, 1972

ARTICLE XVII

AMENDMENTS:

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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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 XVIII

MISCELLANEOUS:

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all the directors of Merion Station Townhouse Association, Inc.

of _____, 1972

WITNESS AS TO ALL:

ANDREW E. FEUERSTEIN

BRUCE CONKLIN

JEFFREY SNEIDER

INFORMATION BROCHURE OF HOMEOWNERS ASSOCIATION
MERION STATION HOMEOWNERS' ASSOCIATION

1. Structure and Purpose:

The Homeowners' Association will be a non-stock and non-profit corporation organized under the laws of the State of Maryland. The purpose of the corporation is to provide for maintenance and preservation of all properties that come under its ownership, control or operation.

2. Membership and Voting Rights:

Every home owner automatically becomes a member of the Association and is entitled to one vote. However, the builder-developer will be given three votes for each lot he owns until no later than September 1, 1973.

3. Ownership:

The property owned by the Association, including improvements, will be available for the use to every member and family. This will be known as the "Common Area", and is shown as such on the subdivision plat. Additional property may be acquired by the Association. If additional property is annexed which includes building lots, the total membership of the Association may be increased. Annexation of additional properties require a 2/3 vote of the membership. Only if the Association ceases to exist or upon a 2/3 vote of the membership may Association property be transferred, and then only to a public agency or authority and must be within the approval of the Howard County Government.

4. Assessments:

The cost of operations of the Association will be initially assessed at \$6.00 per month per lot. Change in assessment requires a 2/3 vote of the members, with the exception of changes that may be made in conformance with the rise, if any, of the Consumer Price Index, or may be increased by 5% without a vote. The assessment will be a lien against the lot as well as a personal obligation and may be enforced by court action.

5. Services:

(a) Maintaining the "Common Areas" and improvements thereon (including trees, shrubs, lawns, walks and other exterior improvements).

(b) Maintaining and repairing parking spaces owned by the Association.

(c) Maintaining and enforcing the architectural standards.

6. Architectural Control:

The Association will have an architectural committee, which must approve any exterior additions, alterations or improvements, including fences, walls and exterior change of colors. All changes must be approved in writing as to harmony of external design and location in relation to other properties.

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.

Carole Hutchinson
[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

