

# **Merion Station Townhouse Association, Inc.**

## **2025 Resale Package**

### **Contents**

1. Articles of Incorporation, Merion Station Townhouse Association, Inc.
2. Declaration of Covenants, Restrictions, Easements, Charges and Liens
3. By-Laws, Merion Station Townhouse Association, Inc.
4. Depository Filing, Collection Procedure Outlines for Merion Station Townhouse Association, Inc., and Conveyance Agreement
5. 2025 Operating Budget as submitted by C. Hutchison
6. Merion Station Townhouse Association, Inc. May 2025 Annual Homeowners Meeting Notes
7. Q&A Fact Sheet Notice for Homeowners
8. Property Liability Insurance Binder

Homeowners should contact Harper's Choice Village Covenant Advisor for up-to-date Columbia Association and Harper's Choice Declaration of Covenants, Restrictions, and Easements at:

Harper's Choice Covenant Advisor  
Kahler Hall  
5440 Old Tucker Row  
Columbia, Maryland 21044  
(410) 730-3888

**I**

**ARTICLES OF INCORPORATION**

**Merion Station Townhouse Association, Inc.**

ARTICLES OF INCORPORATION

MERION STATION TOWNHOUSE ASSOCIATION, INC.

THIS IS TO CERTIFY:

FIRST: That the undersigned, WILLIAM W. MERRIAM, whose post office address is 1207 Fullwood Road, Rockville, Maryland 20854 and BRUCE CONKLIN, whose post office address is 5071 Dry Well Court, Columbia, Maryland 21044, each being at least twenty-one (21) years of age, do hereby associate themselves as incorporators with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations.

SECOND: The name of the corporation (hereinafter called "the Association") is MERION STATION TOWNHOUSE ASSOCIATION, INC.

THIRD: The Association is not formed for profit or pecuniary gain of any sort enuring to the benefit of the members thereof or to any individuals or corporations. The general purposes for which the Association is formed are as follows:

- (1) To provide for the maintenance and preservation of the "Common Area," as defined in a Declaration of Covenants, Conditions and Restrictions (hereinafter called "the Declaration") dated the 18th day of February 1972 and recorded or intended to be recorded among the Land Records of Howard County, Maryland, prior hereto; and,
- (2) With respect to "Common Area" therein described to promote the health, safety and welfare of the residents; and,
- (3) To enforce the covenants, restrictions and conditions described above within the residence community of MERION STATION; and,
- (4) Especially and particularly to maintain all areas to be used by the residence community of MERION STATION, whether same be within or outside of the Common Area lots to be acquired and owned in fee simple by the Association; and,
- (5) To assess and supervise the collection and disbursement of all annual and special Assessments levied under the terms of the aforementioned Declaration.

for the general purposes aforesaid, the Association shall have the following specific powers:

(1) To acquire by assignment or deed as the result of gift, purchase, or otherwise, and to own, hold, improve, build on, maintain, mortgage, convey, sell, lease, transfer, dedicate to public use, or otherwise operate or dispose of the real properties identified as the "Common Areas" within the aforesaid community of MERION STATION, and such personal property as may be necessary or proper for the conduct of the affairs of the Association and;

(2) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the above described Declaration and as the same may be amended from time to time as therein provided; said Declaration to the extent of said powers, privileges, duties and obligations being incorporated herein as if set forth at length; and;

(3) To fix, levy, collect and by all lawful means enforce payment of the assessment established by the terms of the Declaration and to pay all expenses in connection therewith and in connection with the conduct of the business of the Association, including all licenses, taxes or charges levied or imposed against the properties of the Association by any government or governmental agency; and;

(4) To exercise all other powers provided or allowed by the Laws of the State of Maryland to non-stock, non-profit corporations, without limitation by the foregoing description of specific powers.

FOURTH - The post office address of the principal office of the Association in this State is c/o Jeffrey Sheider and Company, Inc., Century Plaza Building, Columbia, Md. 21044. The Resident Agent of the Association is William W. Merriam, whose post office address is 1207 Fairwood Road, Rockville, Maryland 20854, who is a citizen of the State of Maryland and actually resides there.

FIFTH - The Association shall have such number of Directors, not less than three (3) nor more than eleven (11) as the By-Laws shall provide, the names of the Directors and they act until the first annual meeting of

until their successors are duly chosen and qualified are: William W. Merriam, 1207 Fallmead Road, Rockville, Maryland, 20851; Bruce Donkin, 5075 Dry Well Court, Columbia, Maryland, 21044; and Jeffrey Snider, Century Plaza Building, Columbia, Maryland, 21044.

**SIXTH:** The Association is not authorized or empowered to issue capital stock of any type or class. The Association is and shall be a membership corporation, and every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by the aforesaid Declaration to assessment by the Association, including contract sellers, and the Class B member, as hereinafter defined, shall be members of the Association. The Class B member shall be subject to assessment only as may be stated in a document known as the Declaration of Covenants, Conditions and Restrictions, which is intended to be recorded among the Land Records of Howard County, Maryland. Persons or corporations holding any interest in any such lot merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of any lot subject to assessment by the Association except in the case of the Class B member. Membership shall be automatic upon recording of a deed of a fee or undivided fee interest and there shall be no qualification for membership other than ownership of such record interest.

**SEVENTH:** There shall be two (2) classes of members of the Association as follows:

**Class A members** shall be record owners, other than Class B members defined below, of fee or undivided fee interests in the lots which are subject to assessment by the Association under the terms of the Declaration, including contract sellers. Such members shall be entitled to one (1) vote for each lot in which they hold such interest. When more than one (1) person holds such interest in any lot, all such persons shall be members but the vote for such lot shall be apportioned into as many fractions as there are owners, so that in no event shall more than one (1) full vote be cast with respect to such lot.

**Class B members** shall be the Declarant as defined in the aforesaid Declaration and any person, firm or corporation to which Declarant has conveyed or conveys lots for the purpose of development; the Class B member shall be entitled to two (2) votes.

owners of a fee or undivided fee interest. The membership of the Class B member shall terminate upon the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) September 1, 1973

Upon termination of the Class B membership, the Declarant, and/or its assignee, as described above, shall be entitled to Class A membership for any lot as to which it shall then be the record owner of a fee or undivided fee interest.

EIGHTH: Any of the following actions or undertakings by the Association may be done only upon the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any:

(1) To the extent permitted by law, participate in mergers and consolidations with other non-profit, non-stock corporations organized for the purposes consistent with those for which the Association is organized; and

(2) Give a mortgage or mortgages of the common areas defined in the Declaration to secure any borrowing by the Association; and

(3) Dedicate, sell or transfer any part of the common area as defined in the Declaration to any public agency, authority or utility; and

(4) Dissolve the Association in accordance with the laws of the State of Maryland. Upon any such dissolution, the assets, both real and personal, and the right to fix, levy and assess and collect assessments of the Association shall be dedicated or given to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association by the terms of these Articles of Incorporation. In the event that such dedication is refused by all such public agencies, then such assets and rights shall be granted, conveyed and assigned to any non-profit, non-stock corporation, association or similar organization to be held and used for such purposes and uses as nearly

as practicable the same as those to which they were required to be used by the Association under the terms of these Articles of Incorporation; and,

(5) Increase the maximum amount of indebtedness or liability, direct or contingent, to which the Association and its real and personal properties may be subject at any time to an amount in excess of one hundred fifty (150%) per cent of its income for the last previous fiscal year.

NINTH: The duration of the Association shall be perpetual.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation this 6 day of October, 1972.

WITNESS:

Burke E. Hendley

William W. Merriam (SEAL)  
WILLIAM W. MERRIAM, Incorporator

Burke E. Hendley

Bruce Conklin (SEAL)  
BRUCE CONKLIN, Incorporator

STATE OF MARYLAND TO WIT  
COUNTY OF HOWARD

I HEREBY CERTIFY that on this 15th day of October, 1972, before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared William W. Merriam and Bruce Conklin, and acknowledged the foregoing Articles of Incorporation to be their act.

IN WITNESS my hand and Notary Seal

John E. Hill  
Notary Public



ARTICLES OF INCORPORATION  
OF  
MERION STATION TOWNHOUSE ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation  
of Maryland October 24, 1972 at 11:00 o'clock A. M. as in conformity  
with law and ordered recorded.

A 16811

Recorded in Liber *F1011*, folio *282*, one of the Clerks' Records of the State  
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ 20.00 Recording fee paid \$ 15.00

To the clerk of the Circuit Court of Howard County

IT IS HEREBY CERTIFIED that the within instrument, together with all indorsements thereon,  
has been received, approved and recorded by the State Department of Assessments and Taxation of  
Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore



**II**

**DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LEANS  
MERION STATION TOWNHOUSE ASSOCIATION, INC.**

DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS

29975  
THIS DECLARATION, made this 18th day of February, 1972, by

JEFFREY SNEIDER AND COMPANY, INC., a Virginia corporation, hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Exhibit "A" of this Declaration, and desires to develop thereon a residential community together with common lands and facilities for recreational purposes for the benefit of such community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities; and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which will be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated or intends to incorporate under the laws of the State of Maryland, as a non-profit corporation for the purpose of exercising the functions aforesaid, which is hereinafter called the "Association".

NOW, THEREFORE, the Developer declares that the real property particularly described in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to (a) the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth and (b) the easements referred to in Section 15, Article VII hereof which are reserved to the Developer, its successors and assigns, and which shall be perpetual in duration and run with and bind forever the land and the owner thereof, itself, himself, themselves and their heirs, successors and assigns.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to "Merion Station Townhouse Association, Inc., its successors and assigns, incorporated or to be incorporated for the purposes set forth in these covenants.

(b) "The Properties" shall mean and refer to all properties, both Lots and Common Areas, as are subject to this Declaration, and which are described in Exhibit "A", attached hereto and forming a part hereof.

(c) "Common Areas" shall mean and refer to those areas of land shown on the recorded subdivision plats of The Properties and described in Exhibit "B" attached hereto and forming a part hereof. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.

(d) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon one of the recorded subdivision maps of The Properties, but shall not include the Common Areas as herein defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Party Wall" shall mean and refer to the entire wall, all or a portion of which is used for support of each adjoining property, situate, or intended to be situate, on the boundary line between adjoining properties.

(g) "Party Fence" shall mean and refer to a fence situate, or intended to be situate, on the boundary line between adjoining properties.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1, hereof.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person who is a record Owner (as defined in Article I) of any Lot which is subjected by this Declaration to assessment by the Association shall be a Member of the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

#### Class A

Class A Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of The Properties for the purpose of developing thereon a residential community. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this Article II. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B

The Class B Member shall be the Developer, its successors and assigns. The Class B member shall be entitled to three votes for each Lot which it holds the interest required for membership by Article IV provided that upon the happening of either of the following events, whichever first occurs, the Class B membership shall cease and be converted to Class A membership:

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

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a Class A Member and the membership of the Developer with respect to such Lot shall cease.

ARTICLE IIIPROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article III, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that prior to the conveyance of the first Lot it will convey by Special Warranty Deed fee simple title to the Common Areas to the Association free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, subject, however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns.

In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;
- (c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas;

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every Member at least sixty days in advance of any action taken;

(f) the right of the Developer, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, except the Developer, of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (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 are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments 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 properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, front lawn care for Lots, snow clearance, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials; management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Commencing with the conveyance of the first Lot to an Owner and until January 1 of the year immediately following such conveyance, the annual assessment (which must be fixed at a uniform rate for all Lots) shall be at the rate of Seventy-two Dollars (\$72.00) per Lot payable in advance at the rate of Six Dollars (\$6.00) per month. 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 to a maximum of five (5%) per cent without a vote of the membership.

(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 above a maximum of 5% by a vote of the members for the next 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 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 nor 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.

(b) 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.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year a special assessment (which must be fixed at a uniform rate for all Lots) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, 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 Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds 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 days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 of this Article IV, shall be as follows:

At the first meeting called, as provided in Sections 3 and 4 of this Article IV, the presence at the meeting of Members or of proxies, entitled to cast sixty per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty days following the preceding meeting.

Section 6. 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 other than the Common Area. The first annual assessment of each lot shall be prorated

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 and assessments shall be established by the Board of Directors. The Association shall upon demand in writing at any time furnish a certificate in writing within three (3) days signed by an officer of the Association, setting forth whether or not 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 certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Failure to furnish said certificate within three (3) days after proper demand and prior payment of the charge for same, shall be deemed conclusive proof, solely to the party requesting such certificate, that same have been paid and shall entitle such party to act thereupon for all purposes.

Section 7. Effect on Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association. If any assessment is not paid on the date when due (being the dates specified in Section 6 hereof), then such interest thereon shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 8. 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 now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) all Common Areas as defined in Article I, Section 1, hereof. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLE V

#### PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law

regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the homes upon The Properties and any replacement thereof.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Arbitration. In the event any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and be binding upon the parties.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VII

##### USE OF PROPERTY

Section 1. Uses and Structures. No Lot shall be used except for residential purposes and the Developer's construction, sales office, sales office parking or model homes during the construction and sales period. No building shall be erected, altered, placed, or permitted to remain on any

Lot other than one attached single-family dwelling not exceeding two and one-half stories in height. No detached garage, carport or accessory building may be erected. An attached addition to the dwelling may be erected only on condition that it shall not project (a) beyond the front wall of the dwelling or structure as originally erected by the Developer, (b) more than ten feet beyond the rear wall of the dwelling or structure as originally erected by the Developer, and (c) that it and any breezeway or other structure connecting it with the dwelling shall conform in architecture, material and color to the dwelling, and upon the further conditions set forth in Section 2 hereof. No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family, nor shall any business of any kind be conducted therein. No motor vehicle other than a private passenger type shall be garaged or stored in any garage or carport, on any Lot, parking compound or regularly parked in residential areas. No business or trade of any kind or noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boat, trailer, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently.

Section 2. Alterations and Additions. No building, structures, dwelling, garage, carport or breezeway shall be erected nor shall any alteration or addition to or repainting of the exterior thereof be made unless it shall conform in architecture, material and color to the dwelling as originally constructed by the Developer. No patio or other type platform or structures may be constructed in the rear garden area without the consent of the Developer or Architectural Control Committee established by the Developer.

Section 3. Cost and Size of Dwelling. No dwelling shall be erected on any Lot at a cost of less than Fifteen Thousand Dollars (\$15,000) based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated therein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, garages and carports, shall be not less than one thousand-eight square feet for a one-story dwelling, nor less than six hundred square feet for a dwelling of more than one story.

Section 4. Setbacks. No building or structure shall be located nearer than ten feet to the front and rear lot lines. There is no minimum setback requirement for side yards on Lots abutting on two or more intersecting streets. ("corner lots")

Section 5. Lot Width and Area. No dwelling shall be erected or placed on any Lot having a width of less than sixteen feet minimum nor shall any dwelling be erected or placed on any Lot having an area of less than twelve hundred square feet.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any dwelling or Lot except a one-family name or professional sign of not more than two hundred and forty square inches, or one temporary sign of not more than five square feet, advertising the property for sale or rent. No such sign shall be illuminated except by non-flashing white light emanating from within or on the sign itself and shielded from direct view. The foregoing to the contrary notwithstanding, the Developer may maintain on The Properties, temporary signs advertising the houses for sale during the period it maintains a sales office.

Section 7. Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept in any such dwelling or Lot.

Section 9. Garbage and Rubbish. Garbage and rubbish shall not be dumped or allowed to remain on any Lot. If contained in a closed metal receptacle it may be placed outside the dwelling for collection in accordance with the regulations of the collecting agency and the Association.

Section 10. Fences. An ornamental corner fence of not more than two sides, no one side of which is longer than ten feet or higher than three feet is permitted on each corner Lot. With the exception of said ornamental corner fences, fabricated fences are prohibited on any part of the Lot, except for those fences to be built by or on behalf of the Developer in the rear yard. The position of original installation of said fences shall not be changed, and the Owner of the Lot shall maintain said fences intact and shall not remove any part thereof or add to the same. If all or any part of said fences are damaged or destroyed, the Owner of the Lot shall forthwith replace or repair the same in the same style and manner as originally erected by the Developer. Repairs to or reconstruction of damaged or destroyed party fences shall be governed by the provisions of Article V of this Declaration.

Section 11. Laundry Lines. Laundry poles and lines outside of houses are prohibited except that one portable laundry dryer, not more than seven feet high, may be used in the rear yard of each dwelling on days other than Sundays and legal holidays; and such dryer shall be removed from the outside when not in actual use.

Section 12. Lawn Mowing. Rear yard lawns in the area between the rear-most wall of the dwelling as originally erected by the Developer and any fence that is erected on the Lot shall be mowed and weeds removed and front lawn adequately watered at least once a week between April 15th and November 15th of each year.

Section 13. Antennae. No radio, television or similar tower shall be erected on any Lot or attached to the exterior of any dwelling.

Section 14. Protective Screening.

(a) Protective screening areas are established on all corner lots in an area beginning approximately ten (10) feet back from the intersection of the two street lines. The planting shall be maintained throughout the entire length of each such screening area by the Association at its expense, so as to form an effective screen for the protection of the residential area. No building or structure shall be placed or permitted over such area, other than for the purpose of installing, maintaining or utilizing the easements referred to in Section 15.

(b) Wherever in any such screening area, on any Lot, the Developer has planted or may hereafter plant screening material, the Association shall maintain such material intact and shall not remove any part thereof or

add to the same. If any of such planting dies or is destroyed, the Association shall forthwith replace the same kind and size, or evergreen plants of the same size.

Section 15. Easements.

(a) Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, gas and drainage facilities, for the benefit of the adjoining land owners and/or the Developer, authority, commission, municipality or other agency ultimately operating such facilities, are reserved as shown on the subdivision maps described in Exhibit "A" attached hereto. No building, fences or structures shall be erected nor any paving laid within the easement areas occupied by such facilities. No trees or shrubs shall be planted in the easement areas and no excavation or filling shall be done in the easement areas without the written consent of the Developer, authority, commission, municipality or other agency supplying sewer, water, gas and/or drainage facilities for said subdivision.

(b) Perpetual easement over the front yard of each Lot for the purpose of maintaining lawns, trees, or shrubs planted thereon.

(c) The Developer, its successors and assigns, shall at all times have the right of ingress and egress over said easements and a right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any sewer, gas, water and/or drainage facilities within said easement and right-of-way areas, along the lines designated for such purpose on said subdivision plat and shall also have a right-of-way in general in and over each Lot for access to such easement areas and the sewer, gas, water and/or drainage facilities located therein and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities. The Developer, its successors and assigns, and any party for whose benefit the within stated provisions concerning sewer, water, gas and drainage easements are made shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said easement areas of timber, tree, or shrubs, or any building, fence, structure or paving erected on or laid within the easement areas, and no charge, claim or demand may be made against such parties for any or all activities in the exercise of their rights herein granted. The provisions of the within Declaration concerning violations, enforcement and severability are hereby made a part of these provisions for perpetual sewer, water, gas and drainage easements; and notwithstanding any change which may be made with respect to any other provision of the within Declaration, the aforesaid provisions incorporated in these provisions shall be perpetual and run with and bind the land forever.

(d) Perpetual easements and rights-of-way are also reserved in general in and over each lot for the installation, construction, reconstruction, maintenance, repair, operation and inspection of electric, gas and telephone facilities and for reading any meters appurtenant thereto.

(e) Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, gas and drainage facilities for the benefit of the Developer, Association, authority, commission, municipality or other agency ultimately operating such facilities are reserved across all Common Areas.

(f) The Developer shall reserve the right to enter upon the aforesaid lots for the purpose of regrading or otherwise altering the slopes and surfaces of said lots so as to improve drainage, in the event that Developer in its sole discretion deems such action necessary.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2000, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded two years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken. Unless specifically prohibited herein, Articles I through VIII of this Declaration may be amended by an instrument signed by Owners holding not less than ninety per cent of the votes of the membership at any time until December 31, 2000, and thereafter by an instrument signed by the Owners holding not less than two-thirds of the votes of the membership. Any amendment must be properly recorded to be effective.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.



EXHIBIT "A"

DESCRIPTION OF "THE PROPERTIES" AS DEFINED  
IN ARTICLE I, SECTION 1(b), OF DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS DATED AS OF FEBRUARY , 1972

- (1) ALL those twenty-eight (28) lots of ground known and designated as Lots Nos. 1B, 2B, 3B, 4B, 5B, 6B, 7B, 8B, 9B, 10B, 156B, 157B, 158B, 159B, 160B, 177B, 178B, 179B, 180B, 181B, 182B, 183B, 184B, 185B, 186B, 187B, 188B and 189B, as shown on a certain Plat entitled "Strathmore at Columbia, Part I, Village of Harper's Choice, Section 3, Area 2, Resubdivision of Lot 13, Part 1", which Plat was recorded among the Land Records of Howard County on February 7, 1969 in Plat Book No. 15, folio 98.
- (2) ALL those one hundred sixteen (116) lots of ground known and designated as Lots Nos. 1B, 2B, 3B, 4B, 5B, 6B, 99B, 100B, 101B, 102B, 103B, 104B, 105B, 106B, 107B, 108B, 109B, 110B, 111B and 112B, as shown on a certain Plat entitled "Strathmore at Columbia, Part 3, Village of Harper's Choice, Resubdivision of Lots 1A through 6A and 99A through 112A, Section 3, Area 3", which Plat was recorded among the Land Records of Howard County on February 24, 1970 in Plat Book No. 18, folio 10; and Lots Nos. 7A, 8A, 9A, 10A, 11A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 31A, 32A, 33A, 34A, 35A, 36A, 37A, 38A, 40A, 41A, 42A, 43A, 44A, 45A, 47A, 48A, 49A, 50A, 51A, 52A, 53A, 54A, 55A, 56A, 57A, 58A, 59A, 60A, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 69A, 70A, 71A, 72A, 73A, 74A, 75A, 76A, 77A, 78A, 79A, 80A, 81A, 82A, 83A, 84A, 85A, 86A, 87A, 88A, 89A, 90A, 91A, 92A, 93A, 94A, 95A, 96A, 97A, 113A, 114A, 115A, 116A, 117A, 118A, 119A and 120A, as shown on a certain Plat entitled "Strathmore at Columbia, Part 3, Village of Harper's Choice, Section 3, Area 3, Resubdivision of Lot 1", which Plat was recorded among the Land Records of Howard County on November 7, 1969 in Plat Book No. 17, folio 85 (sheet 2 of 2).
- (3) ALL those six (6) lots of ground known and designated as Lots Nos. 12B, 13B, 14B, 15B, 16B and 17B, as shown on a certain Plat entitled "Strathmore at Columbia, Part 1, Village of Harper's Choice, Section 3, Area 2, Resubdivision of Lot 13, Part 1", which Plat was recorded among the Land Records of Howard County on February 7, 1969 in Plat Book No. 15, folio 98.
- (4) ALL those seven (7) lots of ground known and designated as Lots Nos. 30A, 39A, 46A, 98A and 121A as shown on a certain Plat entitled "Strathmore at Columbia, Part 3, Village of Harper's Choice, Section 3, Area 3, Resubdivision of Lot 1", which Plat was recorded among the Land Records of Howard County on November 7, 1969 in Plat Book No. 17, folio 85, and Lot No. 11B and Parcel "A", as shown on a certain Plat entitled "Strathmore at Columbia, Part 1, Village of Harper's Choice, Section 3, Area 2, Resubdivision of Lot 13, Part 1", which Plat was recorded among the Land Records of Howard County on February 7, 1969 in Plat Book No. 15, folio 98.

EXHIBIT "B"

DESCRIPTION OF "COMMON AREAS" AS DEFINED  
 IN ARTICLE I, SECTION 1(c) OF DECLARATION OF  
 COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES,  
 AND LIENS DATED AS OF FEBRUARY , 1972

ALL those seven (7) lots of ground known and designated as Lots Nos. 30A, 39A, 46A, 98A and 121A as shown on a certain Plat entitled "Strathmore at Columbia, Part 3, Village of Harper's Choice, Section 3, Area 3, Resubdivision of Lot 1", which Plat was recorded among the Land Records of Howard County on November 7, 1969 in Plat Book No. 17, folio 85, and Lot No. 11B and Parcel "A", as shown on a certain Plat entitled "Strathmore at Columbia, Part 1, Village of Harper's Choice, Section 3, Area 2, Resubdivision of Lot 13, Part 1", which Plat was recorded among the Land Records of Howard County on February 7, 1969 in Plat Book No. 15, folio 98.

Subject to an easement granted or to be granted to the United States Government for postal purposes.

Filed to: Jeffrey Snider & Co.  
 Honeywell Center  
 Tyce Clean, Virginia

REC'D. FOR RECORD: 7 1972 19 AT O'CLK M SAME DAY RECORDED & EX'D PER C. MERRITT PUMPHREY, CLK.

Title Company of Maryland, Inc.  
App. No.

LIBER 612 PAGE 368<sup>3784</sup>

35448  
This Deed, Made this 28<sup>th</sup> day of ~~October~~, in the year one thousand nine hundred and seventy-two, by and between JEFFREY SNEIDER & COMPANY, INC.

a body corporate of the State of Virginia, of the first part, Grantor, and MERION STATION TOWNHOUSE ASSOCIATION, INC., of the second part, Grantee.

**Witnesseth:** that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, and assign unto MERION STATION TOWNHOUSE ASSOCIATION, INC., its successors and assigns in fee simple

all those lot(s) of ground

situate in Howard County

in the State of Maryland, and described as follows, that is to say:

All those seven (7) lots of ground known and designated as Lots Nos. 30A, 39A, 46A, 98A and 121A as shown on a certain Plat entitled, "Strathmore at Columbia, Part 3, Village of Harper's Choice, Section 3, Area 3, Resubdivision of Lot 1", which Plat was recorded among the Land Records of Howard County on November 7, 1969 in Plat Book No. 17, folio 85, and Lot No. 11B and Parcel "A" as shown on a certain Plat entitled, "Strathmore at Columbia, Part 1, Village of Harper's Choice, Section 3, Area 2, Resubdivision of Lot 13, Part 1", which Plat was recorded among the Land Records of Howard County on February 7, 1969 in Plat Book No. 15, folio 98.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lot(s) of ground and premises, unto and to the use of the said Merion Station Townhouse Association, Inc. its successors and assigns in fee simple.

And the said Grantor covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Testimony Whereof, the said Grantor has caused its corporate seal to be hereto affixed, and its Vice-President to set his hand hereto.

WITNESS:

JEFFREY SNEIDER & COMPANY, INC.

BY James M. Cortlandt Vice-President



State of Maryland, County of Howard

, TO WIT:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of August, 1912, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared [Name], who acknowledged himself to be the Vice-President of the Grantor Corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as Vice-President.

WITNESS my hand and Notarial Seal.

John [Signature]  
Notary Public  
My commission expires:

**ADDENDUM TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS OF MERION  
STATION TOWNHOUSE ASSOCIATION, INC.**

WHEREAS, the Merion Station Townhouse Association, Inc. (hereinafter referred to as the "Association") executed a Declaration of Covenants, Restrictions, Easements, Charges, and Liens on or about February 18, 1972, and recorded in the Land Records of Howard County in Liber 599, Folio 635 (hereinafter referred to as the "Covenants").

WHEREAS, in order to provide for the congenial occupancy of the Property, as defined in the Covenant and by-laws of the Association, and for the safety of the Merion Station community and protection of the values of the Property (as defined in the By-laws of the Association), 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 VII, Use of Property, of the Covenants 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 Covenants remain in effect; and

WHEREAS, this Addendum to the Covenants 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 DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS**

ARTICLE VII

USE OF PROPERTY

Section 16. Restrictions on Use of Property.

- a. No part of the Property, as defined in the By-laws of the Association, 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 Covenants or 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 1<sup>st</sup> 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 or addenda 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

- 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. A homeowner (investor) who rents is requested by the HOA to attend the Annual Meeting every year to show they have an interest in the Homeowners Association and to hear the concerns of the homeowners. Investors may also engage in zoom meetings with the HOA when they are posted on the MSTA website.
- h. 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 12th day of June 2023.

Carol Hutchison

Lydia Woods

Evelyn Griffin

Eric Lawrence

Sinai Guerrero

*Carol Hutchison*  
*Lydia Woods*  
*Evelyn Griffin*  
*Eric Lawrence*  
*Sinai Guerrero*

STATE OF MARYLAND

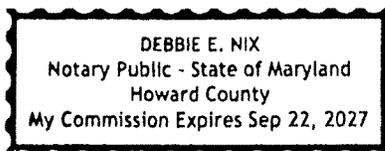
COUNTY OF HOWARD

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 Addendum of the Declaration of Covenants, Restrictions, Easements, Charges and Liens, 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. Nix*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/22/2027



**III**

**BY-LAWS**

**MERION STATION TOWNHOUSE ASSOCIATION, INC.**

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 this 14<sup>th</sup> 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. Going forward, all members shall pay a yearly assessment within 30 days of receiving the statement or bill on or after January 1 of each year. This fee is part of the Homeowners Association Agreement in part with ownership of property and is binding upon purchase of property in the development. Fees are set each year by the Board of Directors.

#### 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 holds 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 <sup>seven</sup> ~~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: IN MAY. JK

#### ARTICLE XIV

##### MAINTENANCE AGREEMENTS:

##### 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

**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 1<sup>st</sup> 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.

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. A homeowner (investor) who rents is requested by the HOA to attend the Annual Meeting every year to show they have an interest in the Homeowners Association and to hear the concerns of the homeowners. Investors may also engage in zoom meetings with the HOA when they are posted on the MSTA website.
- h. 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 the Declaration of Covenants, Restrictions, Easements and Liens, 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 this Addendum this 12th day of June 2023.

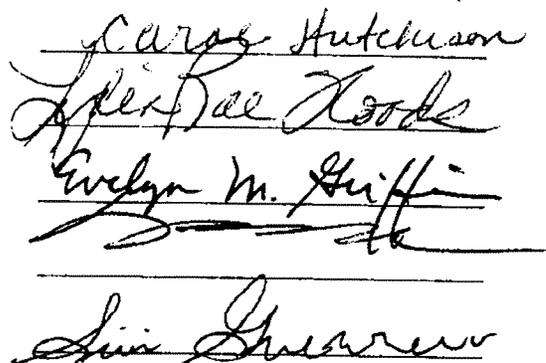
Carol Hutchison

Lydia Rae Woods

Evelyn M. Griffin

Eric Lawrence

Sinai Guerrero

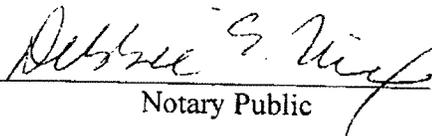


STATE OF MARYLAND

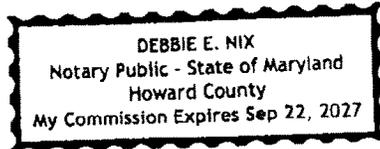
COUNTY OF HOWARD

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 Addendum of the Declaration of Covenants, Restrictions, Easements, Charges and Liens, 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.

  
Notary Public

My Commission Expires: 9/22/2027



**IV**

**DEPOSITORY FILING**

**Collection Procedure Outline for**

**MERION STATION TOWNHOUSE ASSOCIATION, INC.**

COLLECTION PROCEDURE OUTLINE  
MERION STATION TOWNHOUSE ASSOCIATION, INC.

1. The management company will prepare a collection letter to be sent to all owners who are 30 days delinquent in payment of assessments, requesting immediate payment, and advising the owner that unless payment is received within 30 days, the matter will be turned over to the attorney. At that time the owner will automatically be responsible for costs of collection, a \$150.00 collection fee and any attorneys fees subsequently incurred.

2. If the owner does not pay as requested, the management company will contact the attorney and begin the collection process.

3. The attorney will send an initial letter demanding payment. This letter will comply with Fair Debt Collection Practices Act and give the delinquent thirty (30) days to dispute the debt before further action is taken to collect the account.

4. If the account remains delinquent, the attorney will send, by certified mail, return receipt requested, a Notice of Intention to Create Lien. The letter will demand payment, within 15 days, of all past-due assessments, and a collection fee of \$150.00. The letter will also advise the owner that, if the attorney is required to handle the account after the letter is sent, then the owner will be responsible for attorneys fees for the time expended by the attorney. In the event the amount claimed is not paid within 15 days, the owner will also be responsible for payment of the title search fee of \$65.00 and any attorneys fees incurred since the date of the letter. The Notice of Intention to Create Lien advises the owner of the intent to record a lien against the property, and of his/her legal right to contest the amount claimed in a show cause complaint filed in the Circuit Court for Howard County ("Circuit Court"). If the delinquent owner fails to accept the initial Notice letter sent by certified mail, the attorney will cause the Notice to be:

- (a) mailed to the delinquent owner's last known address; and
- (b) posted, in a conspicuous manner, on the delinquent owner's property by the Association, in the presence of a competent witness.

5. The Notice of Intention to Create Lien also will advise the delinquent owner that they have 30 days from the date of service of the Notice to file a complaint in the Circuit Court to determine whether probable cause exists for the establishment of the lien. If the owner fails to file a complaint within the 30 day period, a Statement of Association Lien, will be sent to the management company at the expiration of the 30 day period, for execution. Notice of intention to foreclose will also be sent to

*W. R. Welch*

9/23/2002

SIGNATURE

DATE

INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 11/13/2025 BY 60322 UCBAW/MLP

the holders of all mortgages upon the property. The Statement of Association Lien will claim all assessments, and other charges permitted by law, together with reasonable attorneys' fees.

6. Payment tendered to the attorney or the management company will not be accepted, subject to the attorney's discretion, unless it is by certified check, cashier's check, or money order, payable to Michael H. Mannes, P.A. and constitutes payment in full of all amounts claimed in the attorney's letter. The management company will forward all payments it receives to the attorney. **Personal checks tendered to the attorney will not be accepted and will be returned to the owner.** Any payments tendered to the Association or the Management Agent after the delinquent owner's account has been referred to the attorney, which do not constitute payment in full including collection/attorneys fees and costs will at the discretion of the attorney:

a. Be returned to the delinquent owner; or

b. Be credited to the total outstanding balance due in the following manner: first to the attorney's fees and costs of collection, late fees, interest, and then to the oldest delinquent assessments, and accelerated assessments, if applicable. Any such acceptance shall not be considered a waiver of all other amounts due, and shall not be construed as a payment or satisfaction of delinquent assessments, interest, costs of collection, and attorneys' fees due, and such assessments, interest, costs, and fees shall continue to accrue, until paid in full.

7. If the owner files a complaint in the Circuit Court to determine whether probable cause exists for the establishment of a lien, the attorney will advise the Board of Directors and the management company of the filing. The attorney will advise the Board and the management company of any hearing date established by the Circuit Court, and take any and all legal action necessary to establish the lien. If a Court hearing is required, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed in the Notice of Intention to Create Lien. The attorney will request the Circuit Court to assess all expenses against the owner for all attorneys' fees and costs incurred in establishing the lien.

8. If the Circuit Court determines that probable cause exists for the establishment of the lien, the attorney will prepare the lien in accordance with Paragraph 5 above. If the Circuit Court determines that probable cause does not exist for the establishment of the lien, the attorney will advise the Board of the Court's decision and recommend what further action, if any, should be taken against the owner.

9. If no payment is received from the owner within 30 days after the date of establishment of the lien, the attorney will prepare a Petition to Foreclose on the lien or file a Complaint in



DEVELOPER/OWNER ROAD CONVEYANCE  
A G R E E M E N T

THIS AGREEMENT, made this 20 day of December, 1977, by and between MERION STATION TOWNHOUSE ASSOCIATION, INC., party of the first part, hereinafter referred to as DEVELOPER/OWNER; and HOWARD COUNTY, MARYLAND, a municipal corporation of the State of Maryland, party of the Second part, hereinafter referred to as HOWARD COUNTY; and

WHEREAS, prior hereto the Developer/Owner has caused to be recorded among the Land Records of Howard County, State of Maryland, various "Subdivision Plat(s)" showing the location of streets and/or roads, hereinafter simply referred to as "roads"; and

WHEREAS, the Developer/Owner has caused said roads to be constructed in accordance with the Road Construction Code and Standard Specifications, for a new development, and approved by Howard County; and

WHEREAS, Howard County now desires to accept conveyance of said roads from the Developer/Owner, but certain conditions are imposed precedent to acceptance of such offer of dedication in the execution of this Agreement by and between Howard County, and Merion Station Townhouse Association, Inc.

NOW, THEREFORE, in consideration of the mutual premises and covenants by the parties hereto with each other exchanged, the parties do hereby agree that the Developer/Owner's offer to dedicate all those roads, more particularly hereinafter identified, and Howard County, Maryland, acceptance of dedication is conditioned by and subject to those provisions hereinafter stated:

- 1) Description of property dedicated to public ownership and use:

Bushwood Way being 252 feet in length and varying in width; Berrypick Lane being 728 feet in length and varying in width; and Gulf Stream Row being 475 feet in length and varying in width as shown on a plat entitled "Strathmore at Columbia Part 3, Village of Harper's Choice, Section 3, Area 3, Resub. of Lot 1" and recorded in Plat Book 17, Folio 85 dated November 7, 1969.

2) Conditions precedent to acceptance of offer to dedication is that HOWARD COUNTY, MARYLAND is in no way obligated to maintain any of the following:

- (a) Any and all trees, shrubbery, or other landscaping planted within the rights-of-way of any said streets and roads.
- (b) Any and all trees, shrubbery, or other landscaping situated within the boundaries of any drainage easements.
- (c) Drainage easements outside of the right-of-way of said streets and roads.
- (d) Street identification and other directional signs installed in the right-of-way of said streets and roads, which are not constructed in accordance with Howard County Standards.
- (e) HOWARD COUNTY shall not be obligated to remove snow, ice, and other debris from parking areas or space provided for parking which is not in the commonly traveled portion of the street.
- (f) HOWARD COUNTY shall not be obligated to repair or maintain any parking areas or spaces provided for parking which are not located in the commonly traveled portion of the street.

3) That until such time as Howard County shall change its street lighting policy, the party of the first part shall pay the cost of intallation, operation, and maintenance of all street lights located within the right-of-way of such streets and roads as determined by the Baltimore Gas and Electric Company; however, the party of the second part does accept responsibility for the operation and maintenance of those street lights which have been expressly and specifically accepted into the County lighting system.

4) The Developer/Owner shall install the required SIDEWALKS in accordance with all applicable Howard County standards within one (1) year of the execution of this agreement; or when all adjacent construction is completed on any of the aforesaid streets and roads.

5) That Howard County will not be obligated to repair sidewalks, curbs and gutters within the right-of-way of such streets and roads, which are damaged as a result of construction activities and that all property owners, builders, contractors, and their personal agents and representatives, shall be responsible for the repair of any such damage; and that Howard County will not issue permits for the use and occupancy of abutting building improvements until the builder of such improvements has caused such sidewalks to be repaired in accordance with all applicable Howard County standards.

The parties agree that the Director of the Department of Public Works shall execute this Agreement as Secretary of the Public Works Board of Howard County, Maryland, to signify the knowledge and approval of said Department and Board of contents hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals below:

ATTEST:

MERION STATION TOWNHOUSE ASSOCIATION, INC.

Gene W. ...  
Gene W. ...  
Gene W. ...

BY: Gene Tobias, President  
Harry Brill, Director  
Thomas Shick, Director

BY: T.J. Regan, P.E., Director  
Department of Public Works

ATTEST:

HOWARD COUNTY, MARYLAND

William E. Eakle  
William E. Eakle,  
County Administrator

BY: Edward L. Cochran  
Edward L. Cochran,  
County Executive

APPROVED for Legal Sufficiency this  
20 day of Dec, 1977.

Richard J. Wilkinson  
Richard J. Wilkinson,  
County Solicitor

HOWARD COUNTY CIRCUIT COURT (Land Records) CMP 868, p. 0379, MSA\_CE53\_854, Date available 11/06/2003, Printed 11/13/2025.

STATE OF MARYLAND, HOWARD COUNTY TO WIT:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of November, in the year Nineteen Hundred and Seventy-seven, before me, the subscriber, a Notary Public of the State of Maryland, Howard County, personally appeared Gene Tobias, President, Larry Brill, Director and Thomas Shick, Director of Merion Station Townhouse Association, Inc., and they acknowledged the foregoing Agreement to be their act.

AS WITNESS my Hand and Notarial Seal.

*John G. Radke*



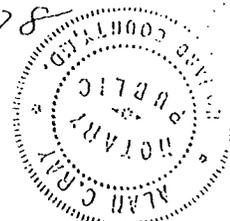
STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5 day of January, in the year Nineteen Hundred and Seventy-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward L. Cochran, the County Executive of Howard County, Maryland, and he acknowledged the foregoing Agreement to be his act.

AS WITNESS my Hand and Notarial Seal.

*Alan C. Ray*  
Notary Public

*my commission expires  
July 1, 1978*



*Mailed: Ho. Co. Dept. of Public Works.  
Land Acquisition Dept.*

FEB 3 1978 9:02 A

RECORDED FOR RECORD 19 AT O'CLK M SAME DAY RECORDED & EX'D PER C. MERRITT PUMPHREY

HOWARD COUNTY CIRCUIT COURT (Land Records) CMF 868, p. 0380, MSA\_CE53\_854, Date available 11/06/2003, Printed 11/13/2025.

**V**

**MERION STATION TOWNHOUSE ASSOCIATION**

**2025 OPERATING BUDGET**

**(Prepared by C. Hutchison)**



**VI**

**MERION STATION TOWNHOUSE ASSOCIATION**

**ANNUAL HOMEOWNER'S MEETING**

**MAY 14 2025**

**(Notes will be forwarded when available)**

**VII**

**MERION STATION TOWNHOUSE ASSOCIATION**

**Q&A Fact Sheet Notice for Homeowners**

# Merion Station Townhouse Association Annual Dues

**2025 Dues are \$353.20** (Annual dues of \$250 plus Mandated Reserve Fund of \$103.20)

The due date is January 31 every year, so please plan to send the same amount of \$353.20 in January 2026. Timely payments are essential so we can restart maintenance and keep our community strong

The Board needs to ensure that everyone's contact information is up-to-date so we can keep all members informed. Please share your contact information by [completing this brief form](#) or by emailing us at [msta@merionstation.org](mailto:msta@merionstation.org)

If you are a Homeowner who resides outside of Merion Station, please make sure we have your current mailing address.

The Mandated Reserve Fund is a fund established by MSTA to comply with Maryland House Bill 107. Becht Engineering conducted a capital reserve study and delivered a report in November 2023, which included the recommended amount needed for the reserve fund. As a result, each homeowner is required to pay an additional \$103.20 annually.

## The Facts on Maryland House Bill 107

### Reserve Studies for Maryland Community Associations

The Maryland General Assembly passed new legislation, **House Bill 107 (HB 107)**, requiring that community associations conduct a Reserve Study (and update that Reserve Study every five years) of the reserves needed for future major repairs and replacement of the common elements of a cooperative housing corporation or condominium, or the common areas of a homeowner's association (HOA).

Under HB 107, the Reserve Study requirement, which was previously applicable to only Prince George's and Montgomery Counties, is applicable statewide.

This bill will enable the included associations to meet their legal, fiduciary, and professional requirements. It will also protect, preserve, and enhance a community's property values, provide a planned replacement for major common items, and minimize the need for special assessments.

# Merion Station Townhouse Association

## Important Update: Q&A for MSTA Homeowners

### Q: What happened to our HOA funds?

- The former MSTA HOA President misappropriated \$46,000 of Association funds
- The matter was reported to the police, investigated, and tried in court
- The former president was charged and ordered to repay the full amount within 36 months
- Starting in September 2025, MSTA has received regular monthly payments of about \$1,300, which suggests the full amount will be repaid within the mandated 36 months

### Q: Who is managing the HOA now?

- A new President and a Board of Directors are in place  
Visit our website to learn more: [merionstation.org/board-of-directors](https://merionstation.org/board-of-directors)
- The Board has added checks and balances so that no one individual has sole control over the finances

### Q: Why were some maintenance projects delayed?

- Because of the missing funds, projects like tree trimming and sidewalk repairs had to be put on hold
- As we recover financially, these projects will resume

### Q: How can I trust that something like this will not happen again?

- The Board is committed to transparency and accountability
- Homeowners will receive regular financial updates
- Multiple board members will review and approve all key spending decisions moving forward

### Q: What do homeowners need to do now? IMPORTANT!

- If you are behind in paying your Association dues, please bring your account current as soon as possible
- 2025 Dues are \$353.20 (Annual dues of \$250 plus Mandated Reserve Fund of \$103.20)
- The due date every year is January 31, so please plan to send the same amount of \$353.20 in January 2026. Timely payments are essential so we can restart maintenance and keep our community strong
- The Board needs to ensure that everyone's contact information is up-to-date so we can keep all members informed. Please share your **contact information by completing this brief form or by emailing us at [msta@merionstation.org](mailto:msta@merionstation.org)**
- If you are a Homeowner who resides outside of Merion Station, please make sure we have your current mailing address

## IMPORTANT!

### Q: How can I make my payment?

- **Mail checks or money orders to:**  
**Merion Station Townhouse Association**  
**PO BOX 1093**  
**Columbia, MD 21044-0093**
- **Pay electronically using *Zelle*:** [www.zelle.com](http://www.zelle.com).

Please Note: the NEW identifier for Zelle is: [president@merionstation.org](mailto:president@merionstation.org)

### Q: How will dues be used?

- To cover day-to-day expenses like landscaping and snow removal
- To restart delayed projects (tree trimming, sidewalk repairs, etc.)
- To rebuild our reserve fund for future needs
- To maintain insurance coverage

### Q: Who can I contact with questions or concerns?

- Please reach out to Lydia Woods, HOA President at [president@merionstation.org](mailto:president@merionstation.org) for a response within 48 business hours
- Contact any Board member — we welcome your input
- If your matter is urgent or time-sensitive, please text or call 240-320-3597
- If your matter is an emergency or a matter for the police, call 911

**VIII**

**MERION STATION TOWNHOUSE ASSOCIATION**

**PROPERTY LIABILITY INSURANCE BINDER**



Po Box 2915  
Bloomington IL 61702-2915

**Named Insured**

AT2  
002452 3125 M-21-9B71-FBE0 F V  
MERION STATION TOWNHOUSE  
ASSOCIATION INC  
PO BOX 1093  
COLUMBIA MD 21044-0093



|   |                       |                        |
|---|-----------------------|------------------------|
| <b>Policy Number</b>  | 90-BE-T282-2          |                        |
| <b>Policy Period</b>  | <b>Effective Date</b> | <b>Expiration Date</b> |
| 12 Months   | SEP 18 2025           | SEP 18 2026            |
| The policy period begins and ends at 12:01 am standard time at the premises location. |                       |                        |

**Agent and Mailing Address**  
PAUL DUFFY  
10724 LTL PATUX PKWY STE 200  
COLUMBIA MD 21044-3249  
  
PHONE: (410) 772-2886

**Residential Community Association Policy**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

The premium for your expiring policy was \$1,885.00  
Your premium has increased by \$7.00 since the last term.  
Please call your agent if you want additional information about the premium increase.

POLICY PREMIUM \$ 1,892.00

Discounts Applied:  
Renewal Year  
Claim Record

PLEASE SEE AN IMPORTANT MESSAGE FOLLOWING THE PARTICIPATING POLICY PROVISION AT THE END OF THIS DECLARATIONS.

Prepared  
JUL 21 2025  
CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

0108-SI-1-1001