

**FIRST AMENDMENT TO BY-LAWS**

**OF**

**RICHARDSON MEWS ASSOCIATION, INC.**

This First Amendment to the By-Laws of RICHARDSON MEWS ASSOCIATION, INC., having its principal Office at 8850 Stanford Boulevard, Suite 2300, Columbia, Maryland, 21045 is made by the Members of the Richardson Mews Association, Inc., an incorporated association (the Association), on this 24<sup>TH</sup> day of MAY, 2018.

**WITNESSETH:**

Pursuant to the Declaration made by Richardson Mews Limited Partnership, et al., dated April 6, 1978, and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5918, folio 632, and the By-Laws of Richardson Mews Association, Inc., and more specifically in accordance with Article XIII, Section 1, of said By-Laws, the 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 where otherwise provided by the Declaration, the Articles of Incorporation, or these By-Laws. In accordance with the provisions of Article XIII, Section 1, of the By-Laws, with the affirmative vote of a majority of members present in person or by proxy at a General Meeting of the members held on October 26, 2017, and notice thereof having been given to each member of the Association entitled to vote in accordance with Article III, Section 3, of the By-Laws, a new ARTICLE XVII is hereby added to said By-Laws:

**ARTICLE XVII**

**LEASES**

A. (1) At no time shall there be more than Nineteen (19) Lots in the Association that are Rental Lots, as defined in sub-paragraph (2) below.

(2) For purposes of this Article, a "Rental Lot" shall be defined as follows: An Association lot that is occupied by someone other than the Lot Owner of record and/or their immediate family members, as their principal residence, whether or not there is an agreement for monetary consideration or payment of rent.

(3) A Lot Owner may lease a Lot to a member or members of their immediate family (e.g., parent(s) or child(ren), spouses of parents, spouses of children, and grandchildren), whether or not there is an agreement for monetary consideration or payment of rent, and provided all occupants of the Lot are at all times members of the Lot Owner's immediate family, and such lease shall not be subject to the limitations of this Article, nor shall such lease or occupancy constitute a violation of this Article.

B. If any Lot Owner shall lease a Rental Lot, such lease shall be in writing, shall be first submitted to the Board of Directors for its prior approval, shall be for a term of not less than one (1) year, must clearly identify the full names of all tenants and occupants pursuant to local county code. All Lot Owners, and all leases and all tenants or occupants of all Lots shall be subject to the terms, covenants and conditions of the Declaration, these By Laws, and any other Rules promulgated by the Association (collectively, the "Association Documents"). The Board of Directors shall approve or disapprove a lease of a Rental Lot based on compliance with the limitations on number or relationships of occupants and/or on the basis whether such lease contains covenants obligating the Lot Owner's tenant and all occupants to observe all restrictions and conditions imposed by the Association Documents. Any breach or violation of any provision of the Association Documents by any tenant or occupant shall constitute a default of the lease. The Lot Owner, and any tenant in default, jointly and severally, shall be directly liable to, and subject to enforcement actions by the Association for any violation by any tenant or occupant of any provisions in any of the Association Documents. The lease shall recite an acknowledgement that copies of the Association Documents have been received by the tenant.

C. The lease shall recite that copies of the Association Documents have been received by the tenant, and if not, or if a Lot Owner fails to provide these documents to the tenant, the Board of Directors may do so, billing the reasonable cost of same to the Lot Owner. The Board of Directors shall have no right to disapprove a lease except as above provided. If the Lot Owner fails to comply with this Section, such failure to comply shall be a violation of these By-Laws and enforceable at law or in equity by the Board of Directors.

D. Prior to a Lot Owner entering into a lease for a Rental Lot, a written request must be made to the Board of Directors, or to the management company of the Association, inquiring as to the status of the numbers of Rental Lots in the Association under lease at the time, and the

availability of rental of that Lot. The Board, or its management company, will respond in writing within thirty (30) days upon receipt of such inquiry. If at the time of the Lot Owner's inquiry and reply, there are then the maximum number of Nineteen (19) Rental Lots under lease, the Lot Owner shall not be permitted to lease or rent the Lot, and will be placed on a waiting list, on a "first come-first served" basis.

E. Any Lot that is currently leased at the time of this enactment of this Section, and any Lot that will hereafter be leased with prior approval, will have ninety (90) days from the date on which their tenant vacates the leased premises to secure another lease. If after ninety (90) days a new lease is not submitted to the Board or its management company for approval, or if a submitted lease has not been approved, the right of that Lot Owner to re-let the subject Rental Lot will have expired, and the right to re-let the subject Rental Lot shall be prohibited, except as provided in this Article, and that Lot Owner will be moved to the bottom of the waiting list. The Lot Owner first listed on the waiting list will be advised in writing that they may proceed to offer their Lot for lease as a Rental Lot. That Lot Owner will have ninety (90) days from the date of such notice in which to secure a written lease and submit the lease for prior approval. If after ninety (90) days a lease is not submitted, or has not been approved, the Lot Owner's right to lease the Lot will have expired, and that Lot Owner will be moved to the bottom of the waiting list, and the next Lot Owner on the waiting list will be advised in writing that they may proceed, and so forth. Once the ninety (90) day period has expired, without a tenant occupying a Rental Lot under an approved lease, or if a lease has not been approved, that Lot Owner will be moved to the bottom of the waiting list. Notwithstanding the foregoing, if a Lot Owner is unable to secure an approved lease and tenant within the ninety (90) day period mentioned, despite diligent, good faith and commercially reasonable efforts, the Lot Owner may file with the Board, or its property manager a written request for an extension of time. The written request must be received by the Board or its property manager prior to the expiration of the ninety (90) day period. The written request must describe the efforts made to secure a tenant, why the additional time is needed, what further or additional efforts are intended to be undertaken, what additional time period is requested, and may provide any reasons for the prior failure to secure a tenant. The Board may grant an extension of time, which shall not exceed an additional ninety (90) days from the expiration of the initial ninety (90) day period.

F. Provided that the maximum number of permitted Rental Lots has not been met, the Lot Owner of a Lot being leased in violation of any provision in this Article will have thirty (30) days from the date of notification of violation by the Board, or its management company, to submit a lease conforming to the requirements in this Section 2, and if the Lot Owner fails to do so, that Lot Owner will be subject to a fine of \$30.00 per day, which shall be a personal obligation of the Lot Owner in default, and which shall also be collected in the same manner as assessments. The Association will pursue all legal remedies in accordance with the Declaration and these By Laws, and the Lot Owner shall be liable to the Association for all costs and expenses of enforcement and/or collection, including all court cost and the Association's attorney's fees incurred.

G. In the event that the maximum number of permitted Rental Lots has been met and a Lot is thereafter leased in violation of this Article, the offending Lot Owner will have (30) days from the date of notification by the management company to terminate the lease and cease rental of the Rental Lot and have the tenants/occupants removed from the Lot. If the Lot Owner fails to comply with such request, that Lot Owner will be subject to a fine of \$30.00 per day, which shall be a personal obligation of the Lot Owner in default, and shall also be collected in the same manner as assessments, and the Association will have all legal and equitable remedies for the enforcement of this Section and the Association's Documents, including to file an action against the tenant for holding over, and for the eviction of the tenant from the leased Lot. In such event the Lot Owner in default shall be liable to the Association for all costs and expenses of enforcement, including all court costs, and all of the Association's attorney's fees incurred.

H. Upon any breach or violation by any tenant or occupant of any Lot of any provisions of the Association Documents, the Association, after written notice to the Lot Owner and to the tenant of such violation, and the failure of the Lot Owner or the tenant to correct the same time within fourteen (14) days after such notice, or within any extension granted by the Association, provided a written request for extension is made within the same fourteen (14) day period, the lease shall be deemed terminated, and the Association shall be entitled to exercise the default remedies of any Lot Owner, as the landlord under such lease, or under law, and shall be entitled to file an action against the tenant, for breach of lease, and for the eviction of the tenant from the Lot, or under any other cause of action, and the Lot Owner and the tenant shall be jointly and

severally liable to the Association for all costs and expenses incurred, including court costs and the Association's attorney's fees.

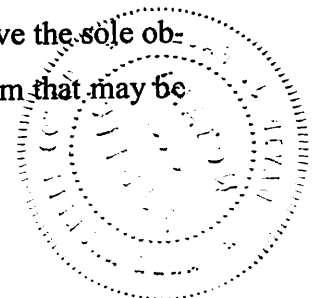
I. Notwithstanding the foregoing provisions of this Article XVII, upon the written request made to the Association by a resident Lot Owner who (1) has listed the Lot for sale and has vacated or will vacate the Lot prior to settlement on the sale of the Lot, or (2) has been or will be transferred by their employer or is moving as a result as their employment, and has vacated or will vacate the Lot, or (3) has been or will be hospitalized or institutionalized for an indefinite term, or (4) for the good cause shown, the Association may grant the Lot Owner a period of up to six (6) months to lease the Lot in anticipation of a sale or other transfer of the Lot. If the Lot is not sold or transferred within the time granted by the Association, then the Lot shall then immediately be considered a Rental Lot, and must be vacated by any tenant or other occupants, and the other provisions of this Article XVII shall immediately apply.

J. Any damage caused to Association property as a result of a tenant or other occupants moving in and/or out of a Rental Lot or any other Lot shall be the liability of the Lot Owner, and shall be repaired by the Association at the cost and expense of the Lot Owner, who shall promptly reimburse the Association for such, together with any costs and expenses of collection, including interest at the rate set forth for nonpayment of assessments, court costs and all the Association's attorney's fees incurred.

K. Upon renewal of any existing or approved Lease, the Lot Owner is required to provide and shall provide to the Board, or its management company, either a copy of a new Lease or provide written notice that the Lease is being renewed under the same terms to the same tenant and occupants.

L. In no event shall the Association, its Board of Directors, or Members of the Association have any liability of any kind to any Lot Owner for any claims or damages that any tenant may have against the Lot Owner arising out of a violation of, and the enforcement of, this Article, or any other provision of the Association Documents.

M. In all cases where a Lot is leased or rented, the Lot Owner shall have the sole obligation and liability for payment of all assessments, fees, charges, or any other sum that may be



due to the Association by virtue of ownership of the Lot, and the Association shall not be required to look to the tenant or any other occupant of any Lot for payment thereof.

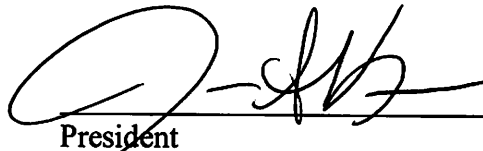
This Amendment shall be effective on and from the date on which it is recorded among the Land Records for Howard County.

IN WITNESS WHEREOF, this Amendment is executed by the President of the Association a incorporated association, as and for the act of the Association.

ATTEST:

RICHARDSON MEWS ASSOCIATION,  
INC.

  
Secretary

 (Seal)  
President

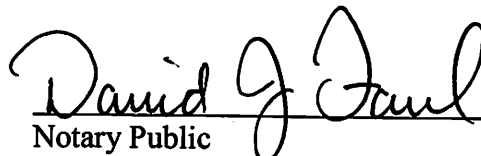
Melanie Pagani  
Printed Name

JASON A. KENNER  
Printed Name

STATE OF MARYLAND, HOWARD COUNTY, to wit:

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of May, 2018, before me a Notary Public, of the State of Maryland, personally appeared JASON A. KENNER who acknowledged ~~him~~ himself to be the President of RICHARDSON MEWS ASSOCIATION, INC., known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained by signing the name of the Association by him/herself as President.

WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission Expires: 4 FEB 2021



DAVID J FAUL  
Notary Public-Maryland  
Anne Arundel County  
My Commission Expires  
February 04, 2021

This is to certify that the foregoing First Amendment to the By-Laws of Richardson Mews Association, Inc. was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



Dwight W. Clark, Esquire

AFTER RECORDING RETURN TO:

Dwight W. Clark, Esq.  
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