

BY-LAWS
OF
MEDFORD HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1. - NAME AND LOCATION

The name of the corporation is the Medford Homeowners Association, Inc. (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 3312 Paper Mill Road, P. O. Box 400, Phoenix, Maryland 21131, or at such other place as may be designated from time to time by the Board of Directors. Meetings of Members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE 2. - DEFINITIONS

2.1. Association. "Association" shall mean and refer to Medford Homeowners Association, Inc., a non-stock, non-profit Maryland corporation, its successors and assigns.

2.2. Property. "Property" shall mean and refer to that certain real property described in the Declaration (defined below), and such additions thereto as may hereafter be within the jurisdiction of the Association.

2.3. Common Areas. "Common Areas" shall have the same meaning as the Common Easement Areas as defined in Section 1.8 of the Declaration of Covenants, Conditions and Restrictions for Medford Homeowners Association, Inc.

2.4. Lot. "Lot" shall mean and refer to any individual parcel of land shown upon any recorded subdivision map of the Property (with the exception of the Common Areas, stormwater management reservation areas and roads).

2.5. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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.

2.6. Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Medford Homeowners Association, Inc., recorded among the Land Records of Baltimore County, Maryland on _____, including amendments and supplements thereto.

2.7. Majority Vote. "Majority Vote" shall mean the affirmative vote of more than fifty percent (50%) of the Members present in person or by proxy at a meeting at which a quorum is present.

2.8. Member. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation of the Association.

2.9. Mortgagee. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured by or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over all other mortgages affecting any one Lot. The term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, the terms "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the terms "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

ARTICLE 3. - MEETINGS OF MEMBERS

3.1. Annual Meeting. The first annual meeting of the Members shall be held no later than within thirty (30) days from the date the Development Period expires; provided, however, the first annual meeting may be held earlier as determined in the sole and absolute discretion of the Board of Directors, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter or such other date as may be selected by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

3.2. 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 Class A membership.

3.3. Notice of Regular 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 or delivering a copy of such notice, at least ten (10) days, but not more than sixty (60) 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 may be waived upon the declaration of an emergency by the person calling the meeting. 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.

3.4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast sixty percent (60%) 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 or these By-Laws.

If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have 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.

3.5. Voting. At every meeting of the Members, each Class A Member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Subject to the provisions of the Articles of Incorporation of the Association, the Class B Members shall have the right to cast ten (10) votes for each Class B membership which it owns on each question. The vote of the Members representing a majority of the total of the votes of all of the memberships present in person or by proxy at the meeting, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern. The vote for any membership which is owned by more than one person may be exercised by any of the co-owners present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. All election materials prepared with Association funds shall list candidates in alphabetical order and shall not suggest a preference among candidates.

3.6. 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 Member of his Lot. No proxy shall be valid after eleven (11) months from its date unless otherwise provided in the proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Any written proxy which conforms with the applicable laws of Maryland shall be deemed satisfactory and approved as to form by the Board of Directors.

3.7. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by registered mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all

institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

3.8. Open Meeting.

3.8.1. All meetings of the Association, its Board of Directors, and any committees, shall be open to all Owners or occupants of Lots or their agents, except that such meetings may be held in closed session for such purposes as shall not be inconsistent with applicable law, including but not limited to the following:

3.8.1.1. Discussion of matters pertaining to employees and personnel;

3.8.1.2. Protection of the privacy or reputation of individuals in matters not related to Association business;

3.8.1.3. Consultation with legal counsel;

3.8.1.4. Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation;

3.8.1.5. Investigative proceedings concerning possible or actual criminal misconduct;

3.8.1.6. Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;

3.8.1.7. Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the Association; and

3.8.1.8. On an individually recorded affirmative vote of two-thirds ($\frac{2}{3}$) of the Board of Directors or committee members present, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings.

3.8.2. If a meeting is held in closed session pursuant to the procedures established above:

3.8.2.1.No action may be taken and no matter may be discussed other than those permitted above; and

3.8.2.2.A statement of the time, place and purpose of any closed meeting, the record of the vote of each Member by which any meeting was closed, and the authority under this Section for closing any meeting shall be included in the minutes of the next meeting.

ARTICLE 4. - BOARD OF DIRECTORS

4.1. Management of the Association. The affairs of the Association shall be managed by the Board of Directors (“Board”).

4.2. Number. Until the first annual meeting of the members, the Board shall be comprised of one (1) member.

Commencing with the first annual meeting of the Association, the Board shall consist of an uneven number of not less than three (3) nor more than five (5) members, who shall be elected by the members of the Association. All Directors must be natural persons. Prior to the lapse of all of the Class B membership as provided for in the Articles of Incorporation and the Declaration, the number of directors shall be determined from time to time by a vote of the initial director(s) named by the Declarant; thereafter, the number of directors shall be determined by a Majority Vote of the Members at the annual meeting of Members and the number of directors may be changed by a vote of the Members at any subsequent annual or special meeting of the Members; PROVIDED, HOWEVER, that (a) the limitations of this Article shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

4.3. Term of Office. At the first annual meeting of the Members, the Members shall elect the Board of Directors and the terms of office of the two (2) directors receiving the greatest number of votes shall be fixed for two (2) years. The term of office of the other director or directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of two (2) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of Members, or any subsequent annual meeting, resolve to fix the term for each director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

4.4. Removal. After the first annual meeting of the Members, any director may be removed from the Board, with or without cause, by a Majority Vote of the Members of the Association. Prior to the first annual meeting of the Members, any director may be removed, with or without cause, by the Declarant and replaced with another person from the Board. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4.5. Compensation. No director shall receive compensation for any services he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the

performance of his duties.

ARTICLE 5. - ELECTION OF DIRECTORS

Election to the Board of Directors shall be by written ballot. At such election the Members or their proxies may cast, in response to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and the Articles of Incorporation of the Association. Any proxy valid under Maryland law shall be valid for the purpose of such casting of votes. All election materials prepared with funds of the Association shall list candidates in alphabetical order and shall not suggest a preference among candidates. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6. - MEETINGS OF DIRECTORS

6.1. Regular and Special Meetings. All meetings of the Board of Directors or any committee created by the Board of Directors shall be held only upon regularly scheduled and established dates or periods at such time and place as shall have been made known to all Members in accordance with the procedures established in Article III, Section 3, of these By-Laws. All such meetings shall be open to all Owners or occupants of Lots, or their agents. Meetings of the Board of Directors may be held in closed session only for purposes permitted by law and for the purposes set forth in Article III, Section 8, of these By-Laws.

6.2. 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.

6.3. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by registered mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the President in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

ARTICLE 7. - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

7.1.1. Adopt, publish, and enforce rules and regulations governing the use of the Common Areas, facilities, and the Lots and the personal conduct of the Members and their guests thereon, and to establish penalties for infraction thereof;

7.1.2. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations (or until the cure of such infraction is continuing in nature);

7.1.3. 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;

7.1.4. Declare the office of a member of 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

7.1.5. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

7.2. Duties. It shall be the duty of the Board of Directors to:

7.2.1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

7.2.2. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

7.2.3. As more fully provided in the Declaration, to:

7.2.3.1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

7.2.3.2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

7.2.3.3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due late or to bring an action at law against the Owner personally obligated to pay the same;

7.2.3.4. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid, and releases of liens when the

assessment, interest and reasonable attorney's fees relating thereto have 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;

7.2.3.5. Procure and maintain adequate liability insurance on the Common Areas;

7.2.3.6. Cause the Common Areas to be maintained; and

7.2.3.7. Otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration, the Articles of Incorporation and these By-Laws.

7.3. Management Agent. The Board of Directors may employ for the Association a management agent or manager at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

ARTICLE 8. - OFFICERS

8.1. Enumeration of Officers. 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, all of which officers are to be elected by the Board of Directors.

8.2. Election of Officers. The election of officers shall take place at the annual meeting of the Board of Directors immediately following each annual meeting of the Members; provided that the initial Board of Directors shall elect the first group of officers at its organizational meeting.

8.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is duly elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4. Special Appointments. The Board may elect such 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.

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

8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of officer he replaces.

8.7. Multiple Offices. The offices of Secretary, Assistant Secretary, Treasurer and Vice President may be held by the same person, but in no event, except as otherwise provided in the

Articles of Incorporation, shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these By-Laws to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) of any of the other offices, except as otherwise provided in the Articles of Incorporation or in the case of special offices created pursuant to Section 4 of this Article and except as otherwise provided in this Section 8.

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

8.8.1. President. The President shall preside at all meeting 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.

8.8.2. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may he required by him of the Board.

8.8.3. Secretary. 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 papers requiring said seal; serve notice of meetings of the Association together with their addresses, and shall perform such other duties as required by the Board.

8.8.4. Treasurer. 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 review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE 9. - INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the

Association or former officer or director of the Association may be entitled.

ARTICLE 10. - COMMITTEES

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE 11. BOOKS AND RECORDS; FISCAL MANAGEMENT

11.1. Fiscal Year. The fiscal year of the Association shall end on December 31. The fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

11.2. Change of Principal Office. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

11.3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in Surplus" account as a capital contribution by the Members.

11.4. Review. At the close of each fiscal year, the books and records of the Association shall be reviewed by an independent certified public accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

11.5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. 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 obtained at reasonable cost.

ARTICLE 12. - ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of twelve (12%) percent 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 attorneys' fees 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 Common Areas or abandonment of his Lot.

ARTICLE 13. - MISCELLANEOUS

13.1. Amendment. These By-Laws may be amended, at a regular or special meeting of the Members, by an affirmative vote of not less than seventy-five percent (75.0%) of a quorum of Members present in person or by proxy.

13.2. Conflicts; Interpretation. 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. All of the terms hereof, except where clearly contrary to the context, shall have the same meaning as they are defined to have in the Declaration.

13.3. Notices. Unless otherwise specifically provided herein, any and all notices called for in these By-Laws shall be given in writing.

13.4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void, or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

13.5. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

13.6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By Laws and are not intended in any way to limit or enlarge the terms and provisions of these by laws or to aid in the construction thereof.

13.7. Gender. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.