

SECTION II

The Association

A. The affairs of the Community shall be governed by the Edgewood Community Association, Inc. (Association), a non-stock corporation organized and existing under the laws of the State of Maryland.

B. The membership of the Association shall be comprised of and limited to all those persons (each of whom is herein referred to as a "Member") who, either alone or in combination with one or more other persons, holds legal title to a Lot under a Deed or other instrument (such person or persons sometimes referred to as an "Owner"). An Owner's membership in the Association shall be appurtenant to his Lot, and may not be separated from his ownership thereof.

C. 1) During the Development Period, as hereinafter defined, the Membership shall be comprised of the Class A Membership, the Class B Membership and the Class C Membership.

2) The Class A Membership shall consist of all of the Members other than the Developer and the Members of the Class C Membership. The Class B Membership shall consist of the

Developer. The Class C Membership shall consist of persons, individuals or corporations or other business entities which are the owners of more than one (1) Lot which is subject to these Covenants. After the Development Period, the Membership shall be all of one Class, consisting of all of the Members.

3) During the Development Period each Class A Member and Class C Member and thereafter each Member:

a) who alone is the Owner of a Lot shall be entitled to cast one (1) vote in the affairs of the Association for each such Lot; or

b) who with any other person is the Owner of a Lot shall, jointly with such other person, be entitled to cast one (1) vote in the affairs of the Association for each such Lot (which vote shall be exercised as such persons determine among themselves, provided that in no event may such persons cast fractional votes or cast with respect to any such Lot more than one (1) such vote).

4. During the Development Period, each Class B Member shall be entitled to cast Ten (10) votes in the affairs of the Association for each lot of which it is the owner plus 10 votes for each lot which could potentially be subjected to these Covenants under Section VI, at the time said vote is cast, namely

Two Hundred Nineteen (219) lots minus the number of lots which are owned by Class A or Class C Members at that time.

5. a) The Development Period shall consist of the period commencing on the date hereof and terminating on the date upon which the total number of votes held by the Class A and Class C Membership becomes equal to the total number of votes held by the Class B Membership.

b) Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Development Period shall, if not then already terminated, terminate on the earlier to occur of (a) the Developer's termination thereof by recording among the Land Records an instrument expressly providing for such termination and making specific reference to this paragraph, and (b) the Twelfth (12th) anniversary of the date hereof.

6. Actions taken by the Association.

a) Whenever the Membership is required or permitted by the provisions of this Declaration to take any action, the Association shall do so only in accordance with the provisions of the Articles of Incorporation, the By-Laws, and these Covenants.

b) Whenever the Membership is required or

permitted by the provisions of this Declaration to give or withhold its approval or consent or to take any other action, or whenever the taking of any action by the Association, or the effectiveness thereof, is conditioned by the provisions of this Declaration upon the Membership's having given its approval or consent thereto or upon its having taken any other action, such approval or consent may be given or withheld, and such action may be taken, by the Membership without a Membership Meeting having been held for such purpose, provided that the number of Members whose votes would have been sufficient to cause such approval or consent to be given or withheld or such action to be taken, at a Membership Meeting which would have been duly called and held for such purpose at which all Members were present and voting on such question, have consented thereto in writing.