

SECOND AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR ELLICOTT MILLS

THIS SECOND AMENDMENT made this 31st day of October,
1979, by ARUNDEL LUMBER COMPANY, INC., a Maryland corporation
("Arundel").

R E C I T A L S

By instrument entitled Declaration of Covenants,
Conditions and Restrictions for Ellicott Mills (the "Declaration")
dated June 23, 1978 and recorded among the Land Records of
Baltimore County, in Liber E.H.K., Jr. No. 5903, Folio 524,
Arundel imposed the covenants, conditions and restrictions
therein set forth on the 152.52 acre tract of land (except
for an approximate 3.2 acre portion thereof designated as
"Commercial Area" on the plat hereinafter referred to),
designated as Parcel One on the Plat entitled "First Amended
Zoning and Density Distribution Plat Dickey Property" which
is recorded among the Land Records of Baltimore County in
Plat Book E.H.K., Jr. No. 43, Folio 22.

By First Amendment to Declaration of Covenants,
Conditions and Restrictions for Ellicott Mills dated May 9,
1979 and recorded among the Land Records of Baltimore County
at Liber E.H.K., Jr. No. 6022, Folio 543, the Declaration
of Covenants, Conditions and Restrictions for Ellicott Mills
was amended to give Arundel the absolute unilateral right,
power and authority to modify, revise, amend or change any
of the terms and provisions of the Declaration, if either
the Veterans Administration or Federal Housing Administration
or any successor agency thereto should require such action as

TRANSFER TAX NOT REQUIRED
RANDOLPH B. ROSENCRANTZ
DIRECTOR OF FINANCE
BALTIMORE COUNTY, MARYLAND

Flora J. Colburn
AUTHORIZED SIGNATURE
10-31-79
Forward to Dept.

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a condition precedent to the approval by such agency of Parcel One or any part thereof or any Lot thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs.

The Veterans Administration as a condition of its approval of Parcel One or any part thereof, or any Lots thereon for federally approved mortgage financing purposes, has required that the Declaration be further amended in the manner hereinafter set forth.

NOW, THEREFORE, Arundel, as Declarant, pursuant to the unilateral power and authority granted it by the above referred to First Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills, hereby further amends the Declaration in the following respects.

1. The number ". . . 1.75 . . ." appearing in Section 8 of Article I of the Declaration is deleted and the number ". . . 1.93 . . ." is inserted in lieu thereof.

2. The second grammatical paragraph of Article II of the Declaration which begins with the words "Upon the recording of . . ." and ends with the words ". . . operate and repair the same." is hereby deleted in its entirety and the following new grammatical paragraph inserted in lieu thereof:

"Declarant shall convey the Local Open Space Area within a Section to the Association, who must accept title thereto, not later than the date the first Lot within that Section is conveyed to a Resident. At the time of its conveyance to the Association, title to the Local Open Space Area so conveyed shall be free of any mortgages, judgment liens or similar encumbrances. From and after such conveyance the Association shall thereafter maintain, operate and repair the Local Open Space Area so conveyed. If at the time a Local Open Space Area

is conveyed to the Association the Declarant has not commenced or completed the construction of such improvements, if any, to the Local Open Space Area as Declarant in its sole judgment shall have determined, Declarant shall have the right thereafter to enter upon the Local Open Space Area so conveyed for the purpose of constructing or completing the construction of such improvements. Upon completion by the Declarant of the construction of such improvements to the Pool Area as Declarant, in its sole judgment shall have determined, Declarant shall convey the Pool Area to the Association who must accept title thereto and thereafter maintain, operate and repair the same. Title to the Pool Area, at the time of the conveyance shall be free of any mortgages, judgment liens or similar encumbrances."

3. The following new grammatical paragraph is added to Article II of the Declaration at the end of said Article.

"From and after the conveyance to the Association of a Local Open Space Area within a Section, the Association or its agents shall maintain the grass, shrubs, and other plants located on any islands built within the public roads located within that Section. Should the Association prior to 1980 incur any expense in maintaining, operating or repairing any Local Open Space Areas, any island within a public road, or the Pool Area, the Developer agrees to lend to the Association, sufficient funds to pay these expenses. The loan to the Association shall be interest free and shall be repayable upon demand at any time after June 1, 1980.

4. Section I of Article IV of the Declaration which begins with the words "Section 1. Every Lot Owner . . ." and ends with the words " . . . as the case may be." is hereby deleted in its entirety and the following new Section 1 inserted in lieu thereof.

"Section 1. Every Lot Owner shall be a member of the Association. Declarant shall be a member of the Association during any period or periods of time when Declarant is a Lot Owner. Membership shall be appurtenant to and may not be separated from ownership of any Lot."

5. The paragraph at the end of Section 2 of Article IV which begins with the words "Class B. The Class B member . . ." and ends with the words " . . . owned by the Declarant." is hereby deleted and the following new paragraph inserted in lieu thereof.

"Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three votes for each residential unit which may be constructed on each Lot owned by the Declarant. The 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.

(b) On December 31, 1989.

Provided, however, the Class B Membership shall be revived (and Declarant shall again be entitled to three votes for each residential unit which may be constructed on each Lot owned by Declarant) during any periods of time occurring before December 31, 1989, when

(i) by reason of the recording of Resubdivision Plats with respect to previously subdivided portions of Parcel One, or

(ii) by reason of recording Subdivision Plats for portions of the Unplatted Land, or

(iii) by reason of the annexation of additional land beyond the boundaries of Parcel One pursuant to Article VIII below, additional Lots owned by Declarant are created which, when added to the other Lots then owned by the Declarant, would result in the Declarant having more than 50% of the votes of the Association were Declarant to have three votes for each residential unit which may be constructed on each Lot owned by the Declarant instead of only a single vote for each such unit.

6. Section 2 of Article V of the Declaration is amended by deleting the next to the last sentence appearing therein which begins with the words "The Second Portion (the "Open Space Portion") . . ." and ends with the words " . . . repair of the Local Open Space." is hereby deleted and the following new sentence inserted in lieu thereof.

"The Second Portion (the "Open Space Portion") shall be used (a) to promote the recreation, health, safety and welfare of the Residents, and (b) for the use, improvement, maintenance, operation and repair of the Local Open Space and for the maintenance of the grass, shrubs and other plants located on any islands built within public roads located within Parcel One."

7. Subsections (a), (b), (c) and (d) of Section 3 of Article V of the Declaration are deleted in their entirety and the following new subsections inserted in lieu thereof.

"(a) The first annual assessment shall be for the calendar year 1980."

"(b) The maximum amount of the Open Space Portion of an annual assessment (which shall be subject to increase as hereinafter provided) shall be \$60.00, which shall be the actual amount of the Open Space assessment for the calendar year 1980. The maximum amount of the Pool Portion of an annual assessment (which shall likewise be subject to increase as hereinafter provided) shall be the actual amount of the Pool Assessment for the first year wherein such portion is included in an annual assessment."

"(c) Except as provided in subparagraph (d) below, from and after the calendar year 1980, and during each calendar year thereafter, the maximum permissible amount for the Open Space Portion of an annual assessment shall increase at the rate of ten percent (10%) above the maximum permissible amount for the Open Space Portion of the assessment for the previous year. Except as provided in Subparagraph (d) below from and after January 1 of the year immediately following the first year in which an annual assessment includes a Pool Portion, and during each calendar year thereafter, the maximum permissible amount for the Pool Portion of an annual assessment shall increase at the rate of ten percent (10%) above the maximum permissible amount for the Pool Portion of the assessment for the previous year."

"(d) The maximum permissible amounts for the Open Space Portion and the Pool Portion of the annual assessment may be increased at any time above the maximum permissible amounts allowed pursuant to subparagraph (c) above by a vote of two-thirds of each class of members of the association taken in accordance with the provisions of Section 4 of Article XII.

8. The following additional sentences is added at the end of Section 3 of Article XII of the Declaration as said Section was modified by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills.

"Once the Veterans Administration or the Federal Housing Administration or any successor agencies thereto, approve Parcel 1 or any part thereof or any lots thereon for federally approved mortgage financing purposes, any further modifications, provisions, amendments, or changes to any of the terms and provisions of this Declaration made during any period of time when there are Class B Members of the Association shall also require the consent of the agency giving such approval."

9. The last sentence of Section 4 of Article XII of the Declaration which begins with the words "If the required quorum . . ." and ends with the words " . . . following the preceding meeting." is deleted in its entirety and the following new sentence is inserted in lieu thereof.

"If the required quorum is not present subsequent meetings may be called subject to the same notice requirement. If a subsequent meeting is called for the purpose of voting on any amendment to this Declaration the quorum requirements set forth above shall continue to apply. If a subsequent meeting is not called for the purpose of voting on any amendment to this Declaration the required quorum at each subsequent meeting shall be one-half of the required quorum at the next preceding meeting, however no such subsequent meeting shall be held more than sixty days following the preceding meeting."

10. The following additional section shall be added to Article XII.

"Section 6. Use of the Term "which may be erected"
Whenever in this Declaration reference is made to residential units "which may be erected on a Lot" it is intended that the clause refer to residential units permitted to be erected on the Lot pursuant to applicable zoning, whether or not in fact erected."

In all other respects the Declaration, as modified by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills is ratified and confirmed and the Declaration, as amended by the First Amendment and as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned Declarant has duly executed this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills.

WITNESS:

ARUNDEL LUMBER COMPANY, INC.

Connie J. O'Connell

Connie J. O'Connell

By: *Jonathan W. Kolker* (SEAL)

Jonathan W. Kolker, President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of October, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JONATHAN W. KOLKER, who acknowledged himself to be the President of ARUNDEL LUMBER COMPANY, INC., a corporation, and that he, as such President, being authorized so to do, executed the foregoing Declaration for the purposes therein contained, by signing the name of the Corporation by himself as President.

AS WITNESS my hand and Notarial Seal.



Connie J. O'Connell
Notary Public
My Commission Expires: 9/1/82

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BER 6-096-741008

The undersigned hereby certifies that the Amendments set forth in the attached Second Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills are required by the Veterans Administration as a condition precedent to its approval of Parcel 1 or any part thereof for Veterans Administration approved mortgage financing purposes.

Paul Silberman
Paul Silberman, Esq., Assistant
District Counsel for the
Veterans Administration,
Baltimore, Maryland

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Rec'd for record OCT 31 1979 at 11:08 AM
Per Elmer H. Kahline, Jr. Clerk
Mail to Verablay, Betty Ann Howard
Receipt No. 30 2565

THIS DEED, Made this 31st day of October, 1979,
by and between ARUNDEL LUMBER COMPANY, INC., a Maryland
corporation, party of the first part, Grantor; and ELLCOTT
MILLS HOMEOWNERS ASSOCIATION, INC., a Maryland corporation,
party of the second part, Grantee.

WITNESSETH: That for no consideration the Grantor hereby
grants, conveys, and assigns unto the Grantee, its successors
and assigns, in fee simple, all those two parcels of ground
situate in the First Election District of Baltimore County,
in the State of Maryland, and described as follows, that is
to say:

PARCEL ONE BEING KNOWN AND DESIGNATED as "Local Open
Space #2-A, 0.98 ac[±]" as shown on a Plat entitled "1st Amended
Plat "A" Section S-1 of Ellicott Mills", which Plat is
recorded among the Land Records of Baltimore County in Plat
Book EHK, Jr., No. 43, folio 133.

PARCEL TWO BEING KNOWN AND DESIGNATED as "Local Open
Space #1, 1.93 ac[±]" as shown on a Plat entitled "1st Amended
Plat B, Section S-1 of Ellicott Mills", which Plat is recorded
among the Land Records of Baltimore County in Plat Book EHK, Jr.,
No. 43, folio 134.

BEING a portion of the property which by Deed dated
October 13, 1977 and recorded among the Land Records of Baltimore
County in Liber EHK, Jr., No. 5814, folio 516 was granted and
conveyed by W. J. Dickey & Sons, Incorporated, unto Arundel
Lumber Company, Inc., the herein Grantor.

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.

TRANSFER TAX NOT REQUIRED
RANDOLPH B. ROSENCRANTZ
DIRECTOR OF REVENUE
BALTIMORE COUNTY, MARYLAND

Part: Gloria J. Colburn
AUTHORIZED SIGNATURE
10-31-79 RW11-85-17

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TO HAVE AND TO HOLD the above described parcels of ground and premises, unto and to the use of the Grantee, its successors and assigns, in fee simple. SUBJECT, HOWEVER, to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Ellicott Mills dated June 23rd, 1978 by Arundel Lumber Company, Inc., Declarant, which Declaration is recorded among the Land Records of Baltimore County in Liber EHK, Jr. No. 5903, folio 524, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills dated May 9, 1979, by Arundel Lumber Company, Inc., et al., which First Amendment is recorded among the Land Records of Baltimore County in Liber EHK, Jr. 6022, folio 453, and as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Ellicott Mills dated of even date herewith by Arundel Lumber Company, Inc., which Second Amendment is recorded or intended to be recorded among the Land Records of Baltimore County immediately prior hereto.

RESERVING UNTO THE GRANTOR the right to enter upon the property hereby conveyed for the purposes more particularly set forth in Article II of the aforesaid Declaration of Covenants, Conditions and Restrictions as amended.

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

IN TESTIMONY WHEREOF, the Grantor has caused its corporate seal to be hereto affixed, and its President to set his hand hereto.

WITNESS:

ARUNDEL LUMBER COMPANY, INC.

Connie J. O'Connell
Connie J. O'Connell

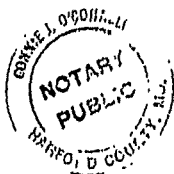
By: *Jonathan W. Kolker* (SEAL)
Jonathan W. Kolker, President

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13th day of October, 1979, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JONATHAN W. KOLKER, who acknowledged himself to be the President of ARUNDEL LUMBER COMPANY, INC., and that he, as such 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 President, and certified that this conveyance is not a part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the said corporation.

WITNESS my hand and Notarial Seal.



Edna L. O'Connell
Notary Public
My Commission Expires: 7/1/82

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05110000 F.000.0 11-11

Rec'd for record OCT 31 1979 at 11:05 AM
For Wilmer H. Kaufman, Jr., Clerk
Mail to *Wendell H. Kaufman, Jr.*
Receipt No. *11-11*

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