

FIFTH AMENDMENT TO

THE ELLICOTT MILLS HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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This FIFTH AMENDMENT to the Declaration of Covenants, Easements, and Liens of The Ellicott Mills Homeowners Association, Inc. (the "Amendment"), made this 9th day of August, 2019 by the Secretary of The Ellicott Mills Homeowners Association, Inc. (hereinafter "Secretary") whose signature appears herein.

WHEREAS, the Declaration of Covenants, Easements (the "Declaration") and Liens for The Ellicott Mills Homeowners Association, Inc. (the "Association") was recorded on or about June 23, 1978, among the Land Records of Baltimore County, Maryland, at Liber 22 Folio 381-440;

WHEREAS, the First Amendment of the Declaration was recorded on or about May 9, 1979, in the Land Records of Baltimore County, at Liber 6022 Folio 543-547;

WHEREAS, the Second Amendment of the Declaration was recorded on or about October 31, 1979, in the Land Records of Baltimore County, at Liber 6096 Folio 001-008;

WHEREAS, the Third Amendment of the Declaration was recorded on or about April 22, 1981, in the Land Records of Baltimore County, at Liber 6284 Folio 579-583;

WHEREAS, the Fourth Amendment of the Declaration was recorded on or about July 1, 2001, in the Land Records of Baltimore County, at Liber 31 Folio 233-234;

WHEREAS, the Declaration provides at Section 3 of Article XII for its Amendment;

NOW, THEREFORE, WITNESSETH:

1. That the aforementioned Declaration is amended so that the Fourth Amendment to the Declaration will be deleted in its entirety and replaced and read as follows:

Article XII

Section 1- Enforcement:

(A) The Association and any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provision of this Declaration. If any proceeding at law or in equity is brought by the Association, the Association shall be entitled to reasonable attorney's fees, court costs and interest at the maximum rate allowed by law. Failure by the Association or any Lot Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(B) Fines.

(1) Right to Impose Fines. The Association, by and through its Board, shall have the power to impose reasonable fines which shall constitute a lien upon the Lot and shall be collected in the same manner as any other assessment levied against an Owner's Lot pursuant to this Declaration, to suspend a Lot Owner's right to use Common Areas and Facilities for a period not to exceed sixty days and to suspend a member's right to vote. Each month of a continuing violation shall be considered a separate violation. Nothing herein contained shall be construed to

LR - Declaration/Covenant  
Recording Fee 20.00  
Declarant Name: THE ELLICOTT MILLS HOMEOWNERS ASSOCIATION  
Ref:  
LR - Surcharge 40.00  
SubTotal: 60.00  
Total: 60.00  
10/04/2019 08:55  
#12804281 CC0301 -  
Baltimore County/CC03.01.16 -  
Register 16

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limit the Association's right to any other additional remedies available to it at law or in equity to enforce this Declaration, the Bylaws, architectural controls, or the rules and regulations of the Association.

(2) Dispute Resolution Procedure. The Board or its designated committee shall not impose a fine, suspend voting rights (unless the suspension is related to the Lot Owner's failure to provide a current address or to remit an assessment, fine or other monetary sum owed to the Association), or infringe upon any other rights of the Lot Owner or other occupant for violations of this Declaration, the Bylaws, architectural controls, or rules and regulations unless and until the following provisions are followed:

- (a) Written Demand. Written demand to cease and desist from an alleged violation is served upon the alleged violator specifying: (a) the alleged violation; (b) the action required to abate the violation; and (c) a time period, not less than 10 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.
- (b) Notice. Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the board serves the alleged violator with written notice of a hearing to be held by the board in session. The notice shall contain:
  - (i) the nature of the alleged violation;
  - (ii) the time and place of the hearing, which time may be not less than 10 days from the giving of the notice;
  - (iii) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
  - (iv) the proposed sanction to be imposed.
- (c) Hearing. A hearing occurs at which the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered the notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. A decision pursuant to these procedures shall be appealable to the courts of Maryland. The prevailing party in any such proceeding is entitled to an award for reasonable legal fees and costs.

(C) The failure of the Association to enforce a provision of this Declaration, the Bylaws, architectural controls, or rules and regulations on any occasion is not a waiver of the right to enforce any provision on any other occasion.



Space Reserved for Circuit Court Clerk Recording Validation

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**State of Maryland Land Instrument Intake Sheet**  
 Baltimore City  County: Baltimore County  
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

1 **Type(s) of Instruments** ( Check Box if addendum Intake Form is Attached.)  
 Deed  Mortgage  Other 5th Amendment  
 Deed or Trust  Lease  Other \_\_\_\_\_

2 **Conveyance Type** Check Box  
 Improved Sale  Unimproved Sale  Multiple Accounts  Not an Arms-Length Sale [9]  
 Arms-Length [1] Arms-Length [2] Arms-Length [3]

3 **Tax Exemptions** (if Applicable)  
 Recordation   
 State Transfer   
 County Transfer

Cite or Explain Authority \_\_\_\_\_

4 **Consideration and Tax Calculations**

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$	Transfer Tax Consideration	\$
Any New Mortgage	\$	X ( ) % =	\$
Balance of Existing Mortgage	\$	Less Exemption Amount -	\$
Other:	\$	Total Transfer Tax =	\$
Other:	\$	Recordation Tax Consideration	\$
Full Cash Value:	\$	X ( ) per \$500 =	\$
		<b>TOTAL DUE</b>	\$

5 **Fees**

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	\$ <u>60.00</u>	\$
Surcharge	\$	\$
State Recordation Tax	\$	\$
State Transfer Tax	\$	\$
County Transfer Tax	\$	\$
Other	\$	\$
Other	\$	\$

Agent: RF  
 Tax Bill: \_\_\_\_\_  
 C.B. Credit: \_\_\_\_\_  
 Ag. Tax/Other: \_\_\_\_\_

6 **Description of Property**  
 SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG <input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.
The Ellicott Mills Homeowners Association, Inc.					SqFt/Acreage (4)
Location/Address of Property Being Conveyed (2)					
Other Property Identifiers (if applicable)					
Water Meter Account No.					
Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: _____					
Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: _____					
If Partial Conveyance, List Improvements Conveyed: _____					

7 **Transferred From**

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Secretary of The Ellicott Mills Homeowners Association, Inc.	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 **Transferred To**

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
The Ellicott Mills Homeowners Association, Inc.	
New Owner's (Grantee) Mailing Address	

9 **Other Names to Be Indexed**

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10 **Contact/Mail Information**

Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
Name: Christopher D. Wolf, Esquire		<input type="checkbox"/> Hold for Pickup
Firm: Niles, Barton & Wilmer, LLP		<input type="checkbox"/> Return Address Provided
Address: 111 South Calvert Street, Suite 1400 Baltimore, MD 21202	Phone: (410) 783-6442	

11 **Assessment Information**

IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify: _____
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

**Assessment Use Only - Do Not Write Below This Line**

Terminal Verification  Agricultural Verification  Whole Parcel Transfer Process Verification

Transfer Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Deed Reference: \_\_\_\_\_

Year	20	20	Geo.	Map	Plat	Block
Land						
Buildings						
Total						

REMARKS:  COUNTY TRANSFER TAX  RECORDATION TAX

T.P./ART 12-108  
 Date: 10/3/19

Space Reserved for County Validation