BOOK: 41950 PAGE: 155

FIFTH AMENDMENT TO

THE ELLICOTT MILLS HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This FIFTH AMENDMENT to the Declaration of Covenants, Easements, and Liens of	
The Ellicott Mills Homeowners Association, Inc. (the "Amendment"), made this guarantee day of	f
August, 2019 by the Secretary of The Ellicott Mills Homeowners Association	1,
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;

Declaration/Covenant Recording Fee

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

HOMEOWNERS ASSOCIATIO

LR - Surcharge 40.00 WHEREAS, the Declaration provides at Section 3 of Article XII for its Amendment:

SubTotal:

60.00

Total:

60.00 10/04/2019 08:55

1. That the aforementioned Declaration is amended so that the Fourth Amendment to the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and replaced and reading for the Declaration will be deleted in its entirety and reading for the Declaration will be deleted in its entirety and reading for the Declaration will be deleted in its entirety and reading for the Declaration will be deleted in its entirety and reading for the Declaration will be deleted in its entirety and reading for the Declaration will be deleted in its entirety and reading for the Declaration will be deleted in its entirety and reading for the Declaration will be deleted in its entirety and reading for the Declaration will be deleted in its entirety and the Declaration will be deleted in its entirety and the Declaration will be deleted in its

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Article XII

Section 1- Enforcement:

NOW, THEREFORE, WITNESSETH:

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

. 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) <u>Dispute Resolution Procedure</u>. 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.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 41950, p. 0157, MSA_CE62_41807. Date available 10/10/2019. Printed 10/24/2019.

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2. The Association hereby ratifies and confirms the Declaration as modified by this Amendment and sates that the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Secretary of The Ellicott Mills Homeowners Association, Inc. on behalf of Lot Owners, states that the Association has received an affirmative vote of lot owners in good standing having at least sixty percent (60%) of the votes in the development as permitted by MD Code Ann, Real Property §11B-116 (2018) to execute and record this Amendment on the date and year written above.

WITNESS:

FOR THE ELLICOTT MILLS HOMEOWNERS ASSOCATION INC:

President

Secretary

STATE OF MARYLAND

) to wit:

AS WITNESS, I have hereunto set my hand and Notarial Seal.

BALTIMORE COUNTY

I HEREBY CERTIFY, that on this day of Agust, 2019, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Susan Bachus, who acknowledged that he/she is Secretary of the Board of Directors of The Ellicott Mills Homeowners Association, Inc. and that he/she, as Secretary, being authorized so to do, executed the foregoing instrument herein contained by signing for the Association by himself/herself as Secretary.

NOTARY PUBLIC

My Commission Expires: 08/26/2022

I Hereby Certify that this instrument was prepared by the undersigned Maryland attorney.

Christopher D Wolf

MAIL TO: Christopher D Wolf Niles, Barton & Wilmer LLP 111 South Calvert Street Suite 1400 Baltimore MD 21202

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Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (5/2007)