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AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

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**THIS AMENDED DECLARATION**, Made this 21<sup>st</sup> day of January, 1988, by CHESTERFIELD HOME OWNERS ASSOCIATIONS, INC., hereinafter referred to as "Declarant".

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions Declaration was executed by the former Declarant, Chatterleigh Limited Partnership, on January 16, 1980; said Declaration being recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3282, folio 203, and;

**WHEREAS**, Chatterleigh Limited Partnership no longer has an interest in the property being the subject of the Declaration and this interest has vested in the Chesterfield Home Owners Association, Inc., (the Association); and

**WHEREAS**, the Board of Directors and Officers of the Association, as provided in Article VIII, Section 3, of the said Declaration, desire to amend certain portions of the Declaration; and

**WHEREAS**, the Directors of the Association solicited a vote from each of the Lot owners of record in the subdivision and greater than ninety (90%) percent of the Lot owners executed and ratified documents affirming the proposed amendments to the Declaration; said documents are on file with the Association; and

**WHEREAS**, the Declarant herein amends Article IV, Section 1, of the Declaration adding an initiation fee to be paid to the Association at settlement by the Purchaser of any lot in the subdivision when title of that lot is conveyed to a new buyer; and

**WHEREAS**, the Declarant herein amends the Declaration to add Section 11, to Article IV; and

**WHEREAS**, the Declarant herein amends Article VIII, Section 3, of the Declaration to reduce the percentage of Lot owners required to approve an amendment to the Declaration from ninety (90%) percent to sixty-six and two-thirds (66 2/3%) percent.

**NOW, THEREFORE**, the Declarant declares that greater than ninety (90%) percent of the Lot owners of record in the subdivision have executed and ratified documents striking the language in Article IV, Section 1, and Article VIII, Section 3, and inserting in lieu thereof, the following and adding a Section 11 to Article IV:

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Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments for capital improvements, and (iii) an initiation fee, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 11. The Association may charge an initiation fee when title to any lot in the subdivision, whether improved or unimproved, is conveyed to a new owner. This fee shall be paid by the purchaser at settlement. The amount of the initiation fee shall be determined by a vote of the membership of the Chesterfield Home Owners Association, Inc. at a regular or special meeting pursuant to the Association's By-Laws.

ARTICLE VIII


Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by no less than sixty-six and two-thirds (66 2/3%) percent of the Lot owners. Any amendment must be recorded.

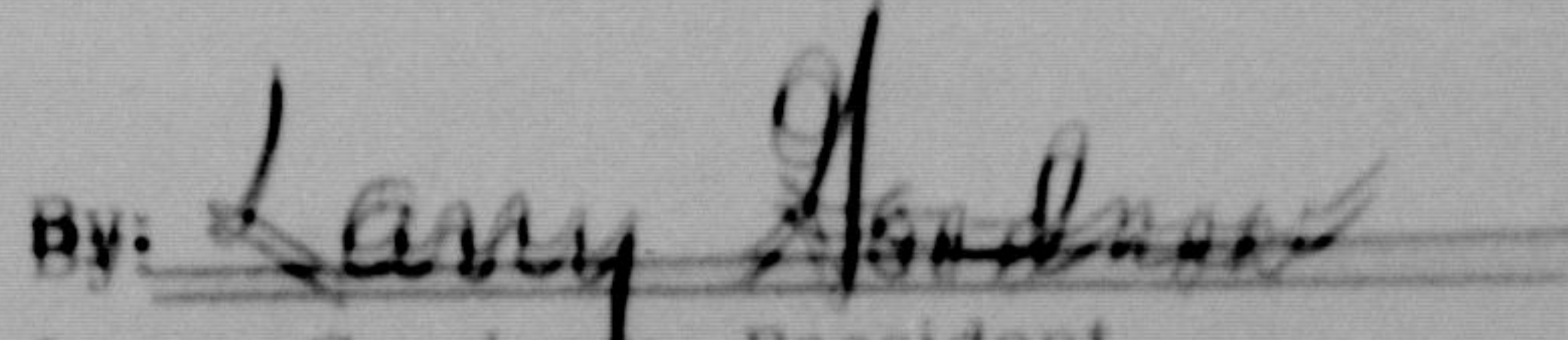
It is the purpose of the Declarant to integrate this Declaration with the Declaration of January 16, 1980, so that as far as possible, they shall be considered and taken to be one single Declaration.

**IN WITNESS WHEREOF**, the undersigned being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

ATTEST:

CHESTERFIELD HOME OWNERS  
ASSOCIATION, INC.

  
Raymond D. Berry, Secretary

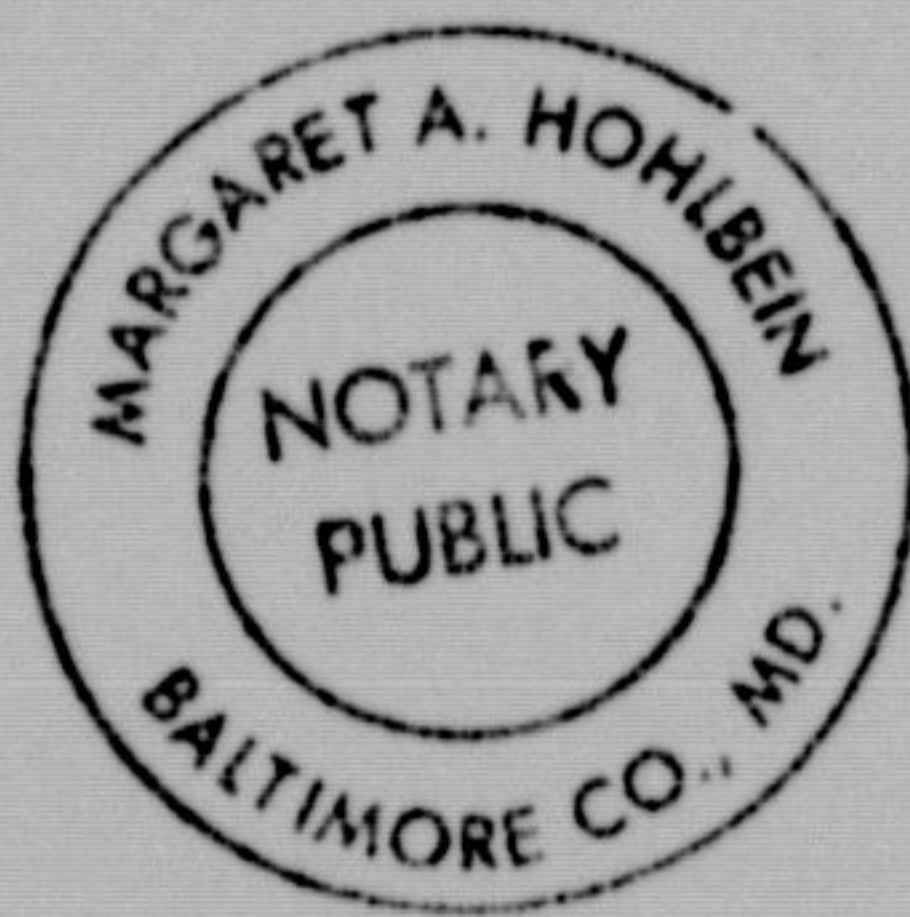
By:   
Larry Goodnow, President

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That on this *21st* day of *January*, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Larry Goodnow, who acknowledged himself to be the President of Chesterfield Home Owners Association, Inc., declarant and that he, as such President, being authorized so to do pursuant to a vote and ratification by the Lot Owners of Chesterfield Home Owners Association, Inc. to amend the Declaration of Covenants, Conditions and Restrictions, executed the foregoing instrument for the said Corporation for the purposes therein contained, by signing the said name of Corporation by himself as President.

IN WITNESS WHEREOF, I hereunder set my hand and official seal the day and year first above written.



*Margaret A. Hohlbien*  
Notary Public

My Commission Expires: *July 1, 1990*

Mail to *William L. Hudock*