

received
3/31/88

FILE COP

VALEWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

REC FE 25

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as this "Amendment"), made this 30th day of July, 1987 by VALEWOOD ACRES, INC., a corporation organized and existing under the law of Maryland having an address as 9621 Harford Road, Baltimore, Maryland 21234 (hereinafter referred to as "Declarant").

MSC IN

4/1/88 0001 001 7

02

W I T N E S S E T H:

WHEREAS, Declarant did subject a certain parcel of land in Harford County, Maryland, known as "Valewood Estates" to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions dated February 5th, 1987 and recorded among the Land Records of Harford County, Maryland in Liber 1416 folio 0211 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Property (as defined in the Declaration) presently contains sixty (60) Lots (as defined in the Declaration); and

WHEREAS, Section 3 of Article XIV of the Declaration provides that the Declaration may be amended by an instrument signed by not less than ninety percent (90%) of the Owners (as defined in the Declaration) of the Lots; and

WHEREAS, the Declarant is the owner of all sixty (60) of the Lots in the Property and does desire to amend the Declaration in the manner hereinafter set forth;

NOW, THEREFORE, the Declarant hereby amends the Declaration in the following manner:

1. Section 4 of Article XI of the Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 4. The Board of Directors of the Association, its agents or licensees shall have an easement for entry upon any Lot, but not the

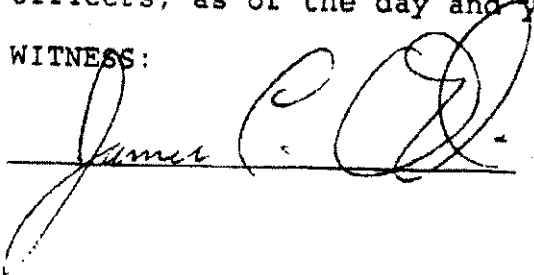
interior of any building, for the purpose of mowing and lawn maintenance on a regular basis of the Common Areas or in the event an Owner fails to mow or otherwise maintain his or her Lot. The Board of Directors, its agents or licensees, and the Declarant shall have an easement to enter upon any portion of a Lot designated as "Neighborhood Sign Easement" on any subdivision plat of the Property or on the hereinafter described Neighborhood Sign Easement Areas of Lots 52 and 53 for the purpose of erecting, repairing, replacing or maintaining any neighborhood identification signs erected by the Declarant or the Association within such easement areas. As used in this Section, the Neighborhood Sign Easement Area of Lot 52 shall consist of the area bounded by the (i) southern boundary of Lot 52, (ii) the eastern boundary of Lot 52, (iii) a line beginning on the eastern boundary of Lot 52 at a distance of 15 feet from the intersection of the southern and eastern boundaries of Lot 52 and running parallel to the southern boundary of Lot 52 for a distance of 15 feet, and (iv) a line beginning on the southern boundary of Lot 52 at a distance of 15 feet from the intersection of the southern boundary and eastern boundary of Lot 52 and running parallel with the eastern boundary of Lot 52 a distance of 15 feet to intersect the hereinabove thirdly described line. As used in this Section, the Neighborhood Sign Easement Area of Lot 53 shall consist of the area bounded by (i) the southern boundary of Lot 53, (ii) the western boundary of Lot 53, (iii) a line beginning at a point on the western boundary of Lot 53 at a distance of 15 feet from the intersection of the western boundary and southern boundary of Lot 53 and running parallel to the southern boundary of Lot 53 for a distance of 15 feet, (iv) and a line beginning at a point on the southern boundary of Lot 53 at a distance of 15 feet from the intersection of the southern boundary and the western boundary of Lot 53 running parallel to the western boundary of Lot 53 a distance of 15 feet to intersect the hereinabove thirdly described line.

2. All of the capitalized terms used in this Amendment shall have the meaning ascribed to them in the Declaration.

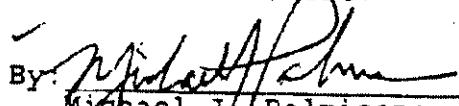
3. Except as hereinabove set forth, all of the terms, covenants and restrictions of the Declaration shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the Declarant has executed and ensealed this Declaration or caused it to be executed and ensealed on its behalf by its duly authorized officers, as of the day and year first above written.

WITNESS:



VALEWOOD ACRES, INC.

By:  (SEAL)
Michael J. Palmisano, President

STATE OF MARYLAND, COUNTY OF Baltimore:

I HEREBY CERTIFY that on this 30th day of July, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MICHAEL J. PALMISANO, who acknowledged himself to be the President of VALEWOOD ACRES, INC., the Declarant named in the foregoing Amendment of Declaration of Covenants, Conditions and Restrictions, and that, being authorized to do so, he executed the same on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.


Notary Public



My Commission Expires:

July 1, 1990

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, a federally chartered savings and loan association organized and existing under the law of Maryland, who are, respectively, the trustees and the beneficiary under a deed of trust dated September 10, 1986, and recorded among

the Land Records of Harford County, Maryland, in Liber 1344 at folios 0473 et seq., from Valewood Acres, Inc., hereby join in the foregoing Declaration for the express purpose of subjecting all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A to the Declaration to the operation and effect of this Amendment.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 5th day of August, 1987.

WITNESS:

Blanch H. Glenn
as to book

[Signature] (SEAL)
George H. Mantakos, Trustee
[Signature] (SEAL)
Charles C. Holman, Trustee

ATTEST:

[Signature]

Fairview Federal S&L, a
CO-OP organized
and existing under the law
of MD

by Paul G. Matriciani (SEAL)
Paul Matriciani

STATE OF Maryland : COUNTY OF Howard : TO WIT:

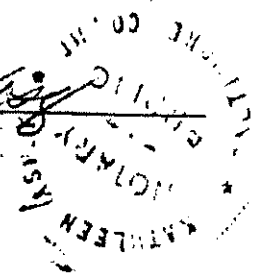
I HEREBY CERTIFY that on this 5th day of August, 1987, before me, a Notary Public for the state and county aforesaid, personally appeared GEORGE H. MANTAKOS, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instru-

JCO/07/30/87
4526s

on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]
Notary Public



My commission expires on 7-01-90

MATSON HOMES, INC. joins in the execution hereof for the purposes of subjecting Lots Nos. 60, 61 and 62 "Section One - Plat 2, Valewood Estates" as aforesaid, to the operation and effect of this AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BY VALEWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

Test:

[Signature]

Matson Homes, Inc.

By: [Signature]
Joseph P. Matarazzo, Pres.

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 31st day of July, 1987, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Joseph P. Matarazzo, President of Matson Homes, Inc. and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such President.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: July 1, 1990

To Eugenie Schward
Frank, Bernstein, Conway & Goldman
Suite 700 - American City Bldg.
10227 Win again Circle
Columbia, Md. 21044

REC'D & RECORDED ELC/H
NO. 1461 FOLIO 373

1988 MAR 30 AM 9:21

CHARLES G. HOBBS, III
CLERK

LIBER 1461 FOLIO 378