

**AMENDMENT OF THE DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
OF CROFTON CHASE HOMEOWNERS' ASSOCIATION, INC.**

EXPLANATORY STATEMENT: On or about December 4, 1989, the original Declaration of Easements, Covenants, Conditions and Restrictions for Crofton Chase Homeowners' Association, Inc., (hereinafter, "Declaration") was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4991, Page 598. Pursuant to Article VI, Section 3 of the Declaration, the membership of the Crofton Chase Homeowners' Association, Inc., has approved the following Amendment to the Declaration by a vote of not less than a majority of the membership, as certified by the Secretary of the Crofton Chase Homeowners' Association, Inc.

NOW THEREFORE, as of the date of recordation of this Amendment, the said Declaration is amended as indicated below:

ARTICLE VI: General Provisions

The following is added to the existing language in Article VI, Section 1, Enforcement, as an additional paragraph:

"In addition to any other remedies provided to the Association, the Association, by a majority vote of the Board of Directors, shall be empowered to take action to levy reasonable fines, not exceeding \$100.00 for a single violation and \$100.00 per month for a continuing violation, against any Lot owner found to be in violation of the Declaration, Bylaws, and/or duly adopted Rules and Regulations of the Association. Any fine levied by the Board of Directors must be paid within 30 days of assessment. In the case of non-payment of a duly levied fine, the Association may pursue collection of the fine in the same manner and with the same rights as if the fine were an unpaid assessment owed to the Association. Failure by the Association to enforce or collect any fine shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors may impose fines against a Lot owner only through the following procedure:

1. The Board of Directors shall cause to be served upon the Lot owner a written demand to cease and desist, discontinue, or abate the alleged violation. The demand will be delivered by Certified Mail, specifying Return Receipt Requested or Return Receipt Electronic. The demand shall specify:

- a. The nature of the alleged violation;
- b. The action required to discontinue or abate the violation;
- c. That corrective action must be complete within 15 days, or longer as the Board of Directors allows, to avoid further sanction, which may include the imposition of a fine of up to \$100.00 for a single violation, and a fine of up to \$100.00 per month for a continuing violation; and,
- d. That the Lot owner must notify the Board of Directors that the violation has been discontinued or abated and allowing inspection by the Association's representative(s).

2. Within 12 months of the initial demand, if a continuing violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is violated subsequently, the Board shall cause to be served on the Lot owner a written notice of a hearing to be held by the Board of Directors specifying the following:

- a. The nature of the alleged violation;
- b. The time and place of the hearing, which time shall not be less than 10 days from the giving of the notice;
- c. An invitation to attend the hearing and produce any statement, evidence, or witnesses on the Lot owner's behalf; and,
- d. The proposed sanction to be imposed.

3. A hearing shall be held before the Board of Directors, meeting in Executive Session. A court reporter shall record the proceedings. Other attendees may include a representative from the Association's management company, witnesses, and counsel for the parties. The Board of Directors may allow or disallow other

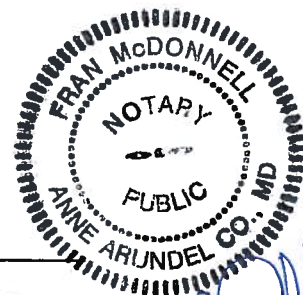
attendees at its discretion. The Lot owner will have the burden to show cause why the proposed sanction should not be imposed or should be reduced, to include presentation of any statement, evidence, or witness on his or her behalf. The Board of Directors shall cause the proof of notice of the original violation and the notice of hearing to be entered into the record. The Board may also question the Lot owner and may present such statements, evidence and witnesses as necessary to make a complete record. Both parties shall have the right to question witnesses who appear for the other party. Should the Lot owner fail to appear at the hearing after appropriate notice has been given, the violation will be deemed admitted and an appropriate sanction imposed. At the close of the hearing, the Board may take the matter under advisement and issue a decision within fifteen days, with written notice of the decision delivered by Certified Mail to the Lot owner.


The remedies set forth in this Section are cumulative and not exclusive and may be pursued in any order, individually or in any combination. They are in addition to any other remedies which may be available to the Association. The Association is entitled to recover costs in any such action from any violating Owner, including costs of collection and reasonable attorney's fees, incurred in enforcing this Declaration, the Bylaws, or duly enacted Rules and Regulations.

This by-law amendment was adopted on the 15 of November 2016 by ballot representing more than 51% affirmative vote by the membership.


Henry Goddard, Board President

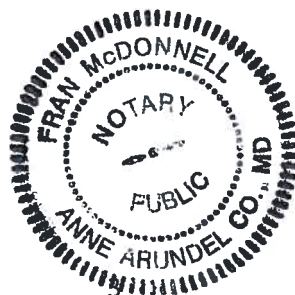
11/15/2016
Date




FRAN McDONNELL
Commission Exp
9/10/19


Thomas Dimka, Board Secretary

11/15/2016
Date




FRAN McDONNELL
Commission Exp
9/10/19