

DORSEY ESTATES HOMEOWNERS ASSOCIATION

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(Regarding Parking and Remedies for Covenant Violations)**

WHEREAS, real property located within the community known as "the Dorsey Estates Homeowners Association ("Association") is subject to the regime established and operating pursuant to the Declaration of Covenants, Conditions and Restrictions ("Declaration"), recorded among the Land Records for Montgomery County Maryland in Liber 5918 Folio 408, and to the By-Laws of the Association; and

WHEREAS, Article IV, Section 1 of the By-Laws states that the affairs of the Association shall be managed by the Board of Directors and Article VII, Section 1(c) provides that the Board of Directors shall have the authority to take any action delegated to the Association that is not otherwise reserved for the membership; and

WHEREAS, Article XII, Section 3 of the Declaration provides that the Declaration may be amended by the Owners; and

WHEREAS, the Owners, and the Board of Directors, desire to amend and modify the Declaration to include language (namely to authorize the Board to assess late fees and/or fines and to suspend privileges for violations of the Association's governing documents) to encourage timely payment of assessments and to help ensure compliance with the Associations's governing documents, including its Declaration, By-Laws, Articles of Incorporation, and the published rules or regulations of the Association, as lawfully amended from time to time; and

WHEREAS, the Owners, and the Board of Directors, also deem it in the Association's best interest to now adopt this Amendment to permit certain parking spaces to be designated for visitor use only, in order to control and minimize abuses by residents who, for example, own 3-4 vehicles and park their vehicles in these common parking areas, which significantly reduces the number of parking spaces available to visitors (thereby diminishing the rights of enjoyment in the common areas by Owners whose visitors cannot find parking due to the spots being regularly used by other residents who own more than 2 vehicles); and

WHEREAS, a meeting was duly called by the Board of Directors for the purpose, among other things, of presenting to and having this Second Amendment adopted by the Owners, and that no less than seventy-five percent (75%) of the Owners approve the adoption of this Declaration, as reflected by their signatures attached hereto.

NOW, THEREFORE, Be It Resolved that the Association duly adopts the following

amendments to the Declaration:

- 1. Article II, Section 1(b) shall be *replaced* in its entirety by the following new paragraph:**

The right of the Association to suspend voting rights, to suspend parking rights and to suspend the right to use of the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; except that such suspensions shall not limit the Owner's right of ingress and egress over the Common Areas to his Lot.

- 2. Article II, Section 1(d) shall be *replaced* in its entirety by the following new paragraph:**

The right of Lot Owners to the exclusive use of parking spaces as provided below in Section 3, subject to Section 1(b) above.

- 3. The following paragraph (f) shall be *added* to Article II, Section 1:**

(f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas and to the levying of fines for infractions of this Declaration, the By-Laws, Articles of Incorporation or other published rules or regulations of the Association, as lawfully amended from time to time.

- 4. Article II, Section 3 shall be *replaced* in its entirety by the following new paragraph:**

The Association shall have the right to designate parking spaces, including spaces to be reserved for visitors, in the Board of Director's sole discretion, which designation may be amended from time to time. The Association is empowered to permanently assign at least one automobile parking space for each Lot, which shall be as near and convenient to each Lot as reasonably possible, together with the rights of ingress and egress in and upon the Common Areas. There shall, however, not be more than two automobiles parking spaces assigned to each Lot.

- 5. The following language shall be *added* to Article IV, Section 1:**

Any late fees assessed shall also be a continuing lien upon the property in the same manner as each assessment, interest, costs, and attorneys fees shall be

charged.

6. The following language shall be *added* to Article IV, Section 9:

A late fee of \$15.00 or ten percent (10%) of the delinquent amount, whichever is greater, may also be imposed for each assessment which remains unpaid more than fifteen (15) days after the due date. Nothing in this paragraph shall be construed to limit the Association's right to take action to enforce this Article by any other means permitted by law or in this Declaration.

7. The following language shall be *added* to Article XI, Section 1:

Each owner, including his/her guest or tenants, shall comply with this Declaration, the By-Laws, Articles of Incorporation or other published rules or regulations of the Association, as lawfully amended from time to time, and failure to comply with any terms of said governing documents shall be grounds for levying fines and other relief, which may include, without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment or all assessments. Fines shall be levied in a manner set forth by the Board, and in each case shall include offering the alleged violator(s) an opportunity for a hearing before the Board. Fines properly assessed shall be collectible in the same manner as any other assessment such that the Association shall have a lien against the Lot of such Owner and such fine(s) shall become the binding personal obligation of such Owner. If the Association, the Board of Directors, or any Owner, or any Mortgagee brings a successful action or proceeding to extinguish a violation or otherwise enforce the provisions of the Association's governing documents, the costs of such action or proceeding, including reasonable legal fees and costs, shall become a binding, personal obligation of the Owner (which includes his/her guests, family members, or tenants) committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owners, provided that the requirements of the Maryland Contract Lien Act are substantially fulfilled.

**DORSEY ESTATES HOMEOWNERS
ASSOCIATION**

By: _____
President, Board of Directors

CERTIFICATION

I hereby certify that I am the duly elected and acting Secretary of the Dorsey Estates Homeowners Association, and that the foregoing Second Amendment to the Declaration of said Association was presented to the Owners of the Association and that a minimum of seventy-five percent (75%) of the Owners, in accordance with Article XI, Section 3 of the Declaration, approved to amend the Declaration, as reflected by their signatures attached hereto.

By: _____
Secretary

**BY MY SIGNATURE BELOW I VOTE TO AMEND THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTION FOR THE DORSEY
ESTATES TO**

PRINT NAME	ADDRESS	PHONE NUMBER	SIGNATURE	DATE