

THIS SECOND AMENDMENT OF DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS (this "Second Amendment"), made this 9th day of October, 201~~6~~7 by PELHAM MANOR HOMEOWNERS ASSOCIATION, INC., a Maryland corporation (the "Association"),

WITNESSETH, THAT WHEREAS, by (i) a Declaration of Covenants, Easements and Restrictions entitled "Pelham Manor Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions Land Use" dated November 19, 2003, and recorded on December 2, 2003 among the Land Records of Cecil County, Maryland (the "County"), in Book W.L.B. No. 1543, Page 423, et seq., (the "Original Declaration"); and a "First Amendment of Declaration of Covenants, Easements and Restrictions - Land Use" dated March 17, 2004, and recorded on March 22, 2004, among the Land records of Cecil County, Maryland in Book W.L.B. No. 1614, Page 415, et seq., (the "First Amendment"); and a "Supplemental Declaration of Covenants, Conditions and Restrictions Land Use, Architectural Control, Common Area and Amenities" dated May 11, 2007 and recorded among the Land Records of Cecil County, Maryland in Book No. 2341, folio 640 ("Supplemental Declaration") (collectively the Original Declaration, First Amendment and Supplemental Declaration are referred to as the "Declaration"), the developer of the Pelham Manor subdivision subjected to the operation and effect of the Declaration all of that land in the County which is described in Exhibit A thereto, together with the improvements thereon and the appurtenances thereto (the "Property"); and

WHEREAS, Article XI, General Provisions, Section 4, Amendment, of the Declaration, as amended by the First Amendment, provides in pertinent part that the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners in the Pelham Manor subdivision; and

WHEREAS, the Association has obtained the consents and signatures from seventy-five percent (75%) or more of the Lots Owners in the Pelham Manor subdivision and wishes to amend the Declaration as provided below; and,

NOW THEREFORE, the Association, at the request of seventy-five percent (75%) or more of its members, hereby amends the Declaration as follows:

1. ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENTS - Section 10, Capital Contribution, is deleted in its entirety.
2. ARTICLE V, ARCHITECTURAL CONTROL, is hereby deleted in its entirety and in lieu thereof the following is substituted:

59: 4/27/15

7 : 10804

hf2

Section 9. Yards. No improvements of any kind shall be erected, constructed, placed or planted on any Lot without prior approval pursuant to Article V. Such approval shall only be given pursuant to an overall plan of improvements for the subdivision. The foregoing limitation shall not be construed to limit or regulate the planting of trees, shrubs and flowers within four (4) feet of the wall of the dwelling located on the Lot.

Section 11. Motor Vehicles and Garages. Commercial vehicle shall mean and refer to any motor vehicle which has a gross vehicle weight greater than ten (10,000) thousand pounds. Unless otherwise provided by rule or regulation adopted by the Board of Directors, no vehicle which does not display current license tags and registration, junk or inoperable vehicle, commercial vehicle, limousine, bus, travel trailer, trailer, house trailer, mobile home, recreational vehicle, camper, camp truck, boat or the like shall be kept upon any Common Area or upon any Lot, unless stored entirely within the attached garage on each Lot. This provision shall not be construed to prohibit the owner of commercial vehicles from temporarily parking commercial vehicles on a Lot in order to provide goods and services to a Lot owner. Each Lot shall have erected upon it a single-family dwelling with a minimum of a one-car garage.

Section 13. Prohibited Motor Vehicles. No mini-bike, motor scooter, all-terrain vehicle or similar vehicles are permitted to be operated on any Common Area or on any roadway. Said vehicles may be operated on a Lot.

Section 15. Fences. Any fence constructed on the property shall be wood, black rod iron or white PVC materials and either solid board or split rail or similar type fencing, or as set forth in rules established pursuant to Article VI, Section 21 hereof, but in no event may any fences be chain link, barbed wire, wire mesh, or any similar type fencing. Prior to erection of a fence, the Owner must make a written request for review and approval of the fence location and style by the Board of Directors or Architectural control committee as provided for in Article V hereof. No fence shall extend in front of the rear building line of any dwelling. No fence may exceed six (6) feet in height.

4. Article VI, USE RESTRICTIONS – Section 16, Antennae, is deleted in its entirety.

5. Article VI, USE RESTRICTIONS – Section 19, Tree Removal, is deleted in its entirety.

LR - Agreement	20.00
Recording Fee	
Name: pelham	
Ref: smee	
LR - Agreement	
Surcharge	40.00
SubTotal:	60.00
Total:	60.00
11/23/2016 11:46	
#7345891 CC0202 -	
Cecil	
County/CC02.02.01 -	
Register 01	



60 : 10/2/16  
7 : 10804(0) (3)  
hf2

6. Except as set forth herein, the Declaration shall hereafter remain unmodified and in full force and effect, as if this Amendment had not been made.

IN WITNESS WHEREOF, the Association has executed and ensealed this Amendment or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

ATTEST:

PELHAM MANOR HOMEOWNERS  
ASSOCIATION, INC.

*Kelly Boettcher*

By: *Donald Bedwell* (SEAL)  
Donald Bedwell, President

ATTEST:

THE BOARD OF DIRECTORS OF  
PELHAM MANOR HOMEOWNERS  
ASSOCIATION, INC.

*Laura J. Fyfe*

By: *Donald Bedwell* (SEAL)  
Donald Bedwell, Member

*Laura J. Fyfe*

By: *Sandra Dean* (SEAL)  
Sandra Dean, Member

*Laura J. Fyfe*

By: *Kelly Boettcher* (SEAL)  
Kelly Boettcher, Member

*Laura J. Fyfe*

By: *Christianne Haggerty* (SEAL)  
Christianne Haggerty, Member



*Laura J. Fyfe* 10/9/16  
4

60 : 10/2/16  
7 : 10804(0) (3)  
hf2

STATE OF MARYLAND, Cecil COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of October, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald Bedwell, known to me (or satisfactorily proven) to be the President and Member of the Board of Directors of Pelham Manor Homeowners Association, Inc., and acknowledged that he, as such President and Member of the Board of Directors of the Association, being authorized to do so, executed the foregoing instrument for the purposes contained therein on behalf of said corporation, as its respective act and deed, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal

My Commission Expires:

9/2/18



Laura M. Frymire  
Notary Public

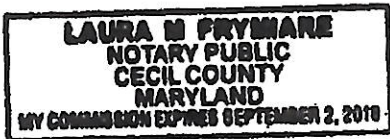
STATE OF MARYLAND, Cecil COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of October, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Sandra Dean, known to me (or satisfactorily proven) to be a Member of the Board of Directors of Pelham Manor Homeowners Association, Inc., and acknowledged that she, as such Member of the Board of Directors of the Association, being authorized to do so, executed the foregoing instrument for the purposes contained therein on behalf of said corporation, as its respective act and deed, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

9/2/18



Laura M. Frymire  
Notary Public

60 : 10/2/16  
7 : 10804(0) (3)  
hf2

STATE OF MARYLAND, Cecil COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of October, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Kelly Boettcher known to me (or satisfactorily proven) to be a Member of the Board of Directors of Pelham Manor Homeowners Association, Inc., and acknowledged that she, as such Member of the Board of Directors of the Association, being authorized to do so, executed the foregoing instrument for the purposes contained therein on behalf of said corporation, as its respective act and deed, and in my presence signed and sealed the same.



WITNESS my hand and Notarial Seal.

My Commission Expires:

9/2/18

Laura M. Frymiare  
Notary Public

STATE OF MARYLAND, Cecil COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of October, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Christianne Haggerty known to me (or satisfactorily proven) to be a Member of the Board of Directors of Pelham Manor Homeowners Association, Inc., and acknowledged that she, as such Member of the Board of Directors of the Association, being authorized to do so, executed the foregoing instrument for the purposes contained therein on behalf of said corporation, as its respective act and deed, and in my presence signed and sealed the same.

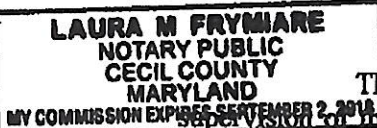
AS WITNESS my hand and Notarial Seal.

My Commission Expires:

9/2/18

Laura M. Frymiare  
Notary Public

ATTORNEY CERTIFICATION



THIS IS TO CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney at law admitted to practice by the Court of Appeals of Maryland.

Stephen W. Lutche  
Stephen W. Lutche