

Return To: Lauri J. Corley, Esq.  
400 Redland Court, Suite 212  
Owings Mills, MD 21117

FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF THE WARFIELDS II HOMEOWNERS  
ASSOCIATION, INC.

THIS FIFTH AMENDMENT TO DECLARATION of Covenants, Conditions and Restrictions of The Warfields II Homeowners Association, Inc. (the "Fifth Amendment"), made by **Kennard Warfield, Jr.** (the "Developer" or the "Declarant"), is made this 21<sup>st</sup> day of October, 2014.

WHEREAS, Declarant made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated the 27th day of February, 2006, recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber 9990, folio 165 *et seq.*, First Amendment to Declaration dated 19<sup>th</sup> day of December, 2007, recorded among the Land Records in Liber 11031, folio 481 *et seq.* (the "First Amendment"), Second Amendment to Declaration dated the 1<sup>st</sup> day of October, 2012, recorded among the Land Records in Liber 14445, folio 373 *et seq.* (the "Second Amendment"), Third Amendment to Declaration dated 19<sup>th</sup> day of December, 2012, recorded among the Land Records in Liber 14554, folio 347 *et seq.* (the "Third Amendment") and Fourth Amendment to Declaration dated the 30<sup>th</sup> day of April, 2013, recorded among the Land Records in Liber 14894, folio 451 *et seq.* (the "Fourth Amendment"); and

WHEREAS, under Article IX, Section 3, the Developer retained the unilateral right to amend any of the terms or provisions of the Declaration during the twelve (12) year development period, including but not limited to the right of annexation of contiguous lands; and

WHEREAS, the development period has not yet finished; and

NOW, THEREFORE, the Developer hereby declares that the Declaration be amended as follows:

1. Lots 32, 33, 35, 36, 37 and 38, as shown on the plats entitled, "The Warfields II, Section One" recorded as Plat Nos. 20252 and 20253 among the aforesaid Land Records, are hereby annexed into The Warfields II Homeowners Association, Inc., and shall be subject to, and shall hereafter be held, conveyed, divided, subdivided, leased, rented, occupied, improved and encumbered in accordance with the terms and conditions of the Declaration, as amended from time to time, and shall be deemed part of the Property as such term is defined in Article I(f) of the Declaration.

2. Article V, Section 3 of the Declaration is hereby amended by deleting the 3<sup>rd</sup> paragraph and replacing it as follows: "Notwithstanding anything to the contrary, Builder and any Lots owned by Builder shall not be subject to any type of assessment; provided, however,

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such exemption shall cease and the Builder shall pay full assessments for any Lot which is leased to a third party for residential purposes.”

3. Article V, Section 10 is hereby amended by inserting “(exclusive of Builder)” after the word “Buyer” on the 2<sup>nd</sup> line.

4. Article VI, Section 1 is hereby amended by inserting the following sentence at the end of the Section: “Notwithstanding the foregoing, this Section 1 shall not apply during the time when dwellings are under construction by a Builder on Lots owned by such Builder.”

5. Article VII is amended by inserting the following new paragraph at the end of the Article:

Notwithstanding anything to the contrary, Builder shall be exempt from the provisions of this Article VII, for the initial construction of dwellings on any Lot owned and/or under contract by Builder.

6. Article IX, Section 3 is hereby amended by inserting the sentence at the end of the paragraph: “Further, any amendment to this Declaration shall require the prior written consent of Builder during the time Builder owns any Lots, has any Lots under contract or has any outstanding warranty or bond obligations for Lots.”

7. Article XI, Section 15 is hereby deleted in its entirety and replaced as follows:

**SECTION 15**

(i) Notwithstanding anything contained herein to the contrary, a real estate sales office/model home, construction office or a trailer, and related signs, may be erected, maintained and operated on any Lot owned or leased by Builder, or its agents and designees from time to time, or in any structure now or hereafter located thereon, provided such office/model home or construction office or trailer, and signs, are used and operated in connection with the development and/or initial sale of any Lot or Lots in the Property, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Property. Nothing contained in this Declaration shall be construed to in any way limit the right of Builder to use any Lot owned or leased by Builder for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction activities.

(ii) Builder and its designees are hereby granted a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the completion of improvements on the Property, including without limitation (a) temporary slope and construction easements, (b) drainage, erosion control and storm and sanitary sewer easements including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar

actions reasonably necessary; provided, however, that thereafter the Builder shall restore the affected area as near as practicable to its original condition, and (c) easements for the construction, installation and upkeep of improvements constructed on Lots on the Property or reasonably necessary to serve the Property. Notwithstanding the foregoing, Builder shall obtain the prior written consent of the owner of a Lot (other than any Lot owned by Builder, Developer or any common areas) before entering such Lot to exercise any of its easement rights described in this Subsection (ii).

(iii) Builder and its designees are hereby granted the right to: (a) use any Lots owned or leased by Builder and any other Lot with the written consent of the Owner thereof, as models, management offices, customer service offices or sales office parking areas; (b) place and maintain in any location on the common areas which may have previously been conveyed to the Association, and on any Lot, street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations and Builder shall obtain the consent of the Owner of any affected Lot or of the Architectural Review Committee if the Owner does not consent; and (c) relocate or remove all or any of the above from time to time in Builder's sole discretion.

(iv) Builder is hereby granted the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, including any common areas which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Property. Specifically, none of the provisions of Article XI concerning use restrictions shall in any way apply to any aspect of Builder's construction or marketing activities and notwithstanding any provisions of this Declaration, none of Builder's construction activities or any other activities associated with the marketing, construction or sales of Lots shall be deemed noxious, offensive or a nuisance. Builder is further granted the right to store materials, construction debris and trash on the Property (exclusive of any Lot owned by an Owner other than Developer or Builder) without keeping same in containers during the time Builder is constructing houses in the Property. Notwithstanding the foregoing, Builder shall obtain the prior written consent of the Owner of a Lot (other than any Lot owned by Builder, Developer or any common areas) before entering such Lot to exercise any of its easement rights described in this Subsection (iv).

(v) The rights and easements granted to Builder pursuant to this Section 15, shall continue for so long as Builder, or its designees are engaged in construction or sales, or activities related thereto, anywhere on the Property, or five (5) years from the date hereof, whichever shall occur earlier.

8. A new Article XI, Section 17 is hereby inserted as follows:

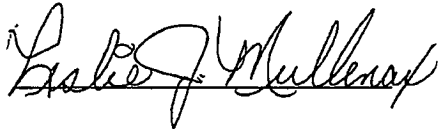
**SECTION 17**

If any Structure or any part thereof, as a result of the initial construction and/or settlement and/or shifting of such Structure as constructed by Developer or Builder, encroaches upon an adjoining Lot or common areas, there shall arise, without the necessity of any further or additional act or instrument, an easement for the encroachment in favor of the encroaching Owner, its heirs, personal representatives, successors and assigns. Such easement shall remain in effect for so long as the encroachment shall exist. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Section 17 without specific or particular reference to such easement.

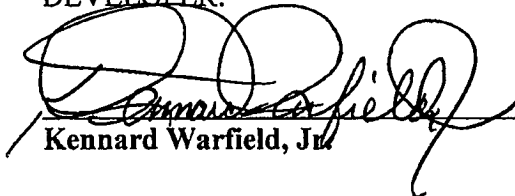
9. All the other terms and conditions of the Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment remain unchanged.

WITNESS the hands and seals of the parties hereto as of the day and year first above written.

WITNESS:

  
Leslie J. Mullenax

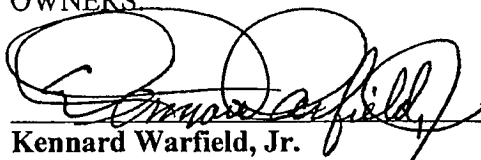
DEVELOPER:

  
Kennard Warfield, Jr. (SEAL)

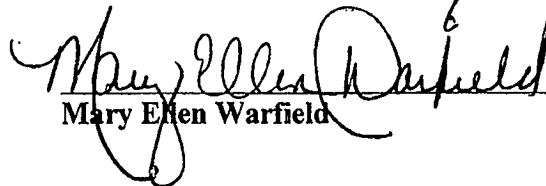
WITNESS:

  
Leslie J. Mullenax

OWNERS:

  
Kennard Warfield, Jr. (SEAL)

  
Leslie J. Mullenax

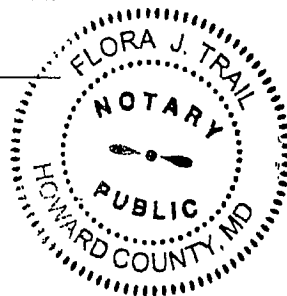
  
Mary Ellen Warfield (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 10<sup>th</sup> day of OCTOBER, 2014, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Kennard Warfield, Jr.**, the Developer, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be his act, and in my presence signed and sealed same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Flora J. Trail  
Notary Public



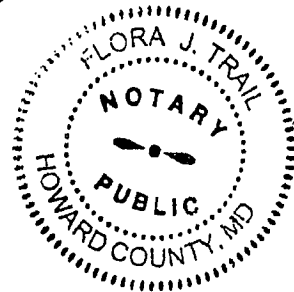
My commission expires: 3/2/2018

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 10<sup>th</sup> day of OCTOBER, 2014, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Kennard Warfield, Jr.** and **Mary Ellen Warfield**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument as Owners, and acknowledged the foregoing to be their act, and in my presence signed and sealed same.

AS WITNESS my hand and notarial seal.

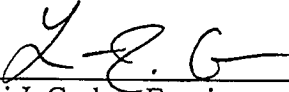
Flora J. Trail  
Notary Public



My commission expires: 3/2/2018

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

  
\_\_\_\_\_  
Lauri J. Corley, Esquire

**CONSENT OF THE WARFIELDS II HOMEOWNERS ASSOCIATION, INC.**

The Warfields II Homeowners Association, Inc., a Maryland corporation ("Warfields II") does hereby consent to be bound by the terms and conditions contained in this Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of The Warfields II Homeowners Association, Inc.

IN WITNESS WHEREOF, the President of Warfields II has executed and sealed this Consent of The Warfields II Homeowners Association, Inc., this 21 day of October, 2014.

WITNESS/ATTEST:

The Warfields II Homeowners Association, Inc.



By: Scott J. Wiesenberg, President

Melissa Marie Bosley  
Notary Public  
(SEAL) Baltimore County  
State of Maryland  
My Comm. Exp. 4-15-18

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 21 day of October, 2014, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Scott J. Wiesenberg**, known to me or satisfactorily proven to be, and who acknowledged himself to be, the President of **The Warfields II Homeowners Association, Inc.**, a Maryland corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the entity.

AS WITNESS my hand and notarial seal.

Melissa Marie Bosley  
Notary Public

My commission expires: 4/15/18

LR - Recording Fee (No Taxes) 20.00  
Grantor/Grantee Name: Warfield  
Reference/Control #: 31  
LR - Surcharge 40.00  
=====  
SubTotal: 60.00  
=====  
Total: 120.00  
10/23/2014 01:09  
CC13-DS  
#3449386 CC0503 -  
Howard Co  
Columbia/CC05.03.07 -  
Register 07

Amendment, 5th, to Annex Lots 32-33, 35-38, from HOA

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