

**SECOND AMENDED TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SPRING CHASE COMMUNITY
ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Spring Chase Community Association, Inc. (the Association) was recorded in the Land Records of Wicomico County, Maryland on February 26, 1987 at Liber 1094, Folio 861, et seq.; (hereinafter the "Declaration"); and,

WHEREAS, the First Amended Declaration of Covenants, Conditions and Restrictions for Spring Chase Community Association, Inc. ("First Amended Declaration") was recorded in the Land Records of Wicomico County, Maryland on December 7, 1998 at Liber 1645, Folio 483, et seq.; and,

WHEREAS, Section 11B-116 of the Maryland Homeowners Association Act ("Act") allows for amendment of the Declaration by the affirmative vote of lot owners in good standing having at least sixty percent (60%) of the votes in the Association; and,

WHEREAS, in accordance with the authority and process established in Section 11B-116 of the Act, at the General Membership meeting of the Residential Unit Owners of the Association duly noticed and held with a quorum present in person or by proxy, on March 29, 2020, not less than (60%) of the Residential Unit Owners in good standing voted to affirm and consent to amend the First Amended Declaration as hereinafter set forth;

WHEREAS, the amendment to the First Amended Declaration has been proposed and has been approved in accordance with the terms and conditions of the Act, and affirmed in the Certification attached hereto as Exhibit A, by and through the Association's undersigned officers, who caused this instrument to be signed and recorded among the aforesaid Land Records to amend the First Amended Declaration as set forth below: and

NOW THEREFORE, at least sixty percent (60%) of the Residential Unit Owners do hereby modify the First Amended Declaration as follows:

The following language shall be added as Article XI, Section (b) of the First Amended Declaration:

Section (b): Leasing/Lease Agreements. All lease agreements shall be in writing. The minimum term of all lease agreements shall be one (1) year and shall state that the lease agreement shall be subject in all respects to the Association's Governing Documents. The Residential Unit Owner must give the tenant copies of the Declaration, Bylaws, and any duly adopted rules and regulations. Residential Unit Owner's shall also ensure that their tenants executed a copy of the Association's Standard Lease Addendum.

Current owners who lease their residential unit and are registered with the City of Salisbury as a rental unit, at the time this agreement is adopted, will be grandfathered in and allowed to continue leasing their residential unit so long as the OWNER registers the leasehold with the Association each year and provides the Standard Lease Addendum each year. The grandfather status of any Residential Unit shall automatically expire if at any time the Residential Unit is not subject to a written lease for any period of time equaling 180 days or 6 months.

Subject to the provisions of this Section, at no time shall more than 20% of the Residential Units be leased. Also, subject to the provisions of this Section, at no time shall an individual or his/her family as an individual, partnership, LLC, Corporation or any other entity own or be associated with no more than four (4) Residential Units. When an Owner wishes to lease his/her Residential Unit, the Owner must submit a written request to the Board of Directors for permission to lease the Residential Unit. The Board of Directors shall grant permission if fewer than 20% of the Residential Units are leased at the time. If 20% of the Residential Units are leased at the time, the Board of Directors shall not grant permission unless the Board determines that granting permission to the Owner is necessary to prevent an unreasonable hardship to the Owner. The Owner must provide such information as the Board of Directors may require in determining whether to make an exception to prevent such an unreasonable hardship. However, the exception will be granted for one (1) year and must be approved by the Board.

At any time when 20% of the Residential Units are leased, any Owner wishing to lease his/her Residential Unit shall register with the Board of Directors and shall have his/her name placed on a waiting list, based on the order in which the Owners register their leasing requests with the Board of Directors, with the most recent request placed at the bottom of the list. An Owner whose name reaches the top of the waiting list shall be permitted to lease his/her Residential Unit, at such time when fewer than 20% of the Residential Units are leased. The Board of Directors shall have the authority to establish procedures for notifying an Owner whose name is on the waiting list of an opportunity for the Owner to lease his/her Residential Unit. The Board shall allow a

reasonable time limit of thirty (30) days during which the Owner shall notify the Board of intent to lease his/her Residential unit. Once the time limit has expired, the Owner's opportunity to lease shall be forfeited, and the next Owner on the waiting list shall be given the opportunity to lease his/her Residential Unit.

The Board of Directors may adopt additional rules and regulations as necessary to govern and administer the leasing of Residential Units within the Association.

Except as modified herein, all of the provisions of the Declaration, as supplemented and amended, are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been signed by the President of the Association, who hereby certifies that this Second Amendment was approved by the vote of at least sixty percent (60%) of the Owners in the Association.

Spring Chase Community Association, Inc.

By: John M. Stern, Jr.
President

State of Maryland) ss:

I, a Notary Public in and for the State of Maryland, do hereby certify, that on this 7 day of May, 2020, John M. Stern, Jr. the President of the Spring Chase Community Association, Inc. personally appeared before me in said State, such person being personally well-known to me as, or proved by the oath of credible witnesses to be, the person who signed the foregoing instrument as President of the Spring Chase Community Association, Inc. and acknowledged the foregoing instrument to be his act and deed, on behalf of the Spring Chase Community Association, Inc.

Aileen N. Black [Seal]
Notary Public

My commission expires:
11/08/2021

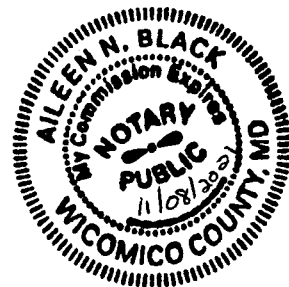


Exhibit "A"

**CERTIFICATION BY SPRING CHASE COMMUNITY ASSOCIATION, INC.,
PERTAINING TO THE ADOPTION OF THE SECOND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPRING CHASE COMMUNITY ASSOCIATION, INC.**

The SPRING CHASE COMMUNITY ASSOCIATION, INC., a Maryland non-stock corporation, (the "Association") by and through its President, does hereby make this **CERTIFICATION**, which is made and kept in the regular course of business of the Board, as a regular practice of the Board to make this Certification, and as a regularly maintained business record, to certify that an amendment to the First Amended Declaration of Covenants, Conditions and Restrictions for Spring Chase Community Association, Inc., which was recorded on the 7th day of December, 1998, in the Land Records of Wicomico County, Maryland, at Liber 1645, Folio 483, (hereinafter referred to as the "First Amended Declaration"), has been approved by at least sixty percent (60%) of the Residential Unit Owners in good standing pursuant to Section 11B-116 of the Maryland Homeowners Association Act.

I, JOHN H. STEINSA, President of the Board of the Spring Chase Community Association, Inc., hereby certify that the First Amended Declaration has been amended pursuant to a vote of at least sixty percent (60%) of the Residential Unit Owners in good standing for the Spring Chase Community Association, Inc. Pursuant to the authority and process established in Section 11B-116 of the Maryland Homeowners Association Act, the Declaration may be amended by an affirmative vote of at least sixty percent (60%) of the Residential Unit Owners in good standing of the Association. In accordance with said authority and process, at a General Membership meeting of the Association duly noticed and held with a quorum present in person or by proxy on MARCH 29, 2020, 2020, not less than sixty (60%) of the Residential Unit Owners in good standing voted to affirm and consent to amend the First Amended Declaration.

**SPRING CHASE COMMUNITY ASSOCIATION, INC
Residential Unit Lease Addendum**

THIS ADDENDUM to a certain lease ("Lease") of Spring Chase Community Association Residential Unit No./Street address _____ at the Spring Chase Community Association, Inc. (Association") is made the _____ day of _____, 20____ by and between _____ ("Landlord") and _____ ("Tenant").

RECITALS

- A. Landlord and Tenant have entered into a Lease for the Residential Unit.**
- B. Landlord and Tenant enter into this Addendum to comply with the requirements set forth in The Association's Bylaws and Resolutions.**

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained in the Lease, Landlord and Tenant hereby agree as follows:

1. Applicability of Association Documents

a. Association Documents and Rules: Tenant's right to use and occupy Residential Unit No./Street address _____ at the Association shall be subject and subordinate in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions and Bylaws and to such other rules and regulations as the Board of Directors may adopt from time to time. **Tenant acknowledges receiving a copy of the Associations Bylaws, Covenants, Conditions and Restrictions from the Landlord.**

b. Violations: Any violation of the provisions of the Association Documents or the Rules and Regulations by the Tenant, Tenant's family, guests, agent, employees, or invitees shall constitute a material breach. In the event of such violation, the Association shall have the right to take appropriate action, including legal action against the Landlord, the Tenant or both. Landlord and Tenant hereby authorize the Association to take any such Action, and Landlord agrees that Landlord shall pay the Association all costs and Attorney's fees incurred by the Association in enforcing the Association Documents and In exercising any of the rights and remedies set forth herein.

c. Indemnification: Tenant and Landlord, jointly and severally, shall indemnify and hold harmless the Association from and against any damages, direct or indirect, incurred as a result of non-compliance by any of the aforesaid persons with the provisions of any of

the Association's Documents, Covenants, Conditions and Restrictions or any other covenant of the Lease.

Please print name, signature, contact information, and date:

Landlord (Print) _____

Signature _____

Contact information _____

Date _____

Please print names of all tenants, signature and contact information for lease signee and date:

Tenant (s) (Print) _____

Signature _____

Contact information _____

Date _____

WICOMIC COUNTY CIRCUIT COURT (Land Records) JBM 4654, p. 0505, MSF E100_4728. Date available 07/07/2020. Printed 01/16/2024.

DOCUMENT VALIDATION

James B McAllister, Clerk
Circuit Court for Wicomico County
101 North Division Street
PO Box 198
Salisbury, MD 21803-0198
(410) 543-6551

LR - HDA Recording Fee 20.00
Homeowner Name: Spring Chase
Ref:
LR - HDA Surcharge 40.00
=====
SubTotal: 60.00
=====
Total: 60.00
06/24/2020 11:04
CC22-CR
#13792222 CC0103 -
Wicomico
County/CC01.03.03 -
Register 03

Received for Record JUN 24 2020
and Recorded in the Land Records of
Wicomico County, Maryland



Clerk