

**SECOND AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**CRESCENT AT CHERRY LANE HOMEOWNERS ASSOCIATION, INC.**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** ("Second Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by CRESCENT AT CHERRY LANE HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock corporation (hereinafter, the "Association").

**WITNESSETH:**

**WHEREAS**, certain real property has been subjected to a "Declaration of Covenants, Conditions and Restrictions, Crescent at Cherry Lane Homeowners Association, Inc.", recorded among the Land Records of Prince George's County, Maryland in Liber 25711 at folio 124 on August 7, 2006, as amended by that certain document entitled, "First Amendment to Declaration of Covenants, Conditions and Restrictions, recorded among the Land Records of Prince George's County, Maryland in Liber 32431 at folio 550 on February 17, 2011 (hereinafter collectively referred to as the "Declaration"); and

**WHEREAS**, the Members of the Association have decided, at a meeting of the Members, that they desire certain amendments be made to the Declaration; and

**WHEREAS**, a majority of the Members of the Association have approved this Amendment by vote or proxy at an annual meeting of the Members on October 22, 2015, as required by Section 13.1 of the Declaration.

**NOW, THEREFORE**, the Association amends the Declaration as follows:

1. The recitals set forth above are incorporated by reference herein.
2. Any capitalized terms used herein shall have the meanings as set forth in the Declaration.
3. Subsection 8.8(F) is hereby deleted and replaced in its entirety as follows:

F. No Lot shall be divided or subdivided, and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No dwelling or portion of any dwelling shall be leased, except in accordance with Section 8.11. The provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other

public body or authority, or to the Association or any other person for any purpose.

4. Section 8.11 is hereby deleted and replaced in its entirety as follows:

**Section 8.11. Leasing.** No dwelling or portion of any dwelling may be leased other than in accordance with this Section 8.11.

A. No later than January 1, 2016, every dwelling that is leased, in whole or in part, must have a valid rental license issued by the City of Laurel, Maryland that is in effect for the term of any lease. All Lot Owners of dwellings that are not Owner occupied as of October 22, 2015, must notify the Association and provide a copy of a valid lease agreement to the property manager designated by the Association no later than January 1, 2016.

B. Tenants beginning occupancy after January 1, 2016, must undergo a criminal background check and credit check to be performed by the property manager designated by the Association and have documented monthly income of at least two (2) times the monthly rent specified in the written lease. Tenants must not be registered sex offenders nor be convicted of a crime of moral turpitude. Lot Owners must provide to the property manager any information required by the property manager for the purposes of performing the required screening along with a Thirty-five Dollar (\$35.00) application fee per adult tenant payable to the Association no fewer than five (5) days in advance of the effective date of any lease for approval. Such fee may be increased by the Board of Directors as required to cover the cost of the required screening upon ninety (90) days' notice to the Lot Owners. If the property manager does not approve the tenant(s), the Lot Owner may appeal the property manager's determination to the Board of Directors within five (10) days of the date of the property manager's decision.

C. Any lease agreement between a Lot Owner and a tenant must be in writing and all residents (other than those born after the effective date of the lease) must be named in the lease as an occupant. Any lease agreement between a Lot Owner and a tenant shall provide that the terms of the lease are subject, in all respects, to the provisions of the Declaration, the Articles of Incorporation, By-Laws, and any rules and regulations of the Association, and that a failure by the tenant to comply with the terms of such documents shall be a default under the lease. Lot Owner shall provide a copy of the Declaration and the rules and regulations of the Association to the tenant. Lot Owner must file a signed copy of the lease agreement

with the property manager designated by the Association no more than five (5) after the effective date of any lease.

Lot Owners shall be liable for any tenant's or occupant's violation of the Declaration, the Articles of Incorporation, the By-Laws, and rules and regulations, to include guests or invitees of any tenant or occupant.

D. All lease agreements with respect to an entire dwelling must be for a period of not less than twelve (12) months and not more than thirty-six (36) months. No more than thirty (30) dwellings may be non-Owner-occupied. Except as set forth herein below, if thirty (30) dwellings are non-Owner occupied, no further dwellings may be leased until one (1) of the leased dwellings becomes Owner-occupied. In the event that thirty (30) or more dwellings are non-Owner-occupied, the Association may, at the sole and absolute discretion decided by the Board of Directors, permit the leasing of up to ten (10) additional dwellings upon a showing, on a case by case basis, that the Owner is a current occupant who is a member of the military who has orders to move to a new duty location.

E. The leasing of less than an entire dwelling is permitted only upon a written showing of Owner's financial hardship to the satisfaction of the Covenants Committee (or the Board of Directors, if no such committee has been appointed), at its sole and absolute discretion. Upon such showing, written approval will be issued for a period of twelve (12) months commencing coincident with the effective date of a lease. On written request, the Owner may demonstrate a continuing hardship ninety (90) days prior to the end of such period and receive approval for a subsequent twelve (12) month period.

For leases of less than an entire dwelling, an Owner may rent not more than one (1) bedroom (which may include an adjoining bathroom) total to not more than two (2) additional persons (defined as persons not related by blood, marriage or adoption to the Owner, the Owner's spouse, domestic partner, or significant other), for a period of not less than six (6) months and not more than twelve (12) months. All occupants of the dwelling, including those who are renting the room, shall maintain a single housekeeping unit, allowing the tenants free use and access of the entire dwelling, specifically including but not limited to access to and use of kitchen facilities.

F. A Lot Owner must be in good standing to be eligible to lease a dwelling.

G. Any Lot Owner in violation of this Section 8.11 shall be subject to a fine of not more than Twenty-five Dollars (\$25.00) per day pursuant to the procedures set forth in Sections 8.15 and 8.16.

5. Except as amended by this Second Amendment, the Declaration remains in full force and effect. This Second Amendment shall become effective upon recordation among the Land Records of Prince George's County, Maryland and, thereafter, shall run with and benefit and bind the Property, any portion thereof, any owner of any portion of the Property, each Lot and the Owner thereof from time to time, and their respective personal representatives, successors and assigns. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Association has caused this Second Amendment to be executed and sealed on its behalf by its undersigned President, such person being thereunto duly authorized and empowered.

CRESCENT AT CHERRY LANE  
HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_ (SEAL)  
S. Michael Chittenden, President

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_:

I HEREBY CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared S. Michael Chittenden, and acknowledged that he executed this Second Amendment acting in his capacity as President of Crescent at Cherry Lane Homeowners Association, Inc. for the reasons and purposes stated herein as the free act and deed of such company.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

My Commission Expires: