

**SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

PERSIMMON HILLS

THIS SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for PERSIMMON HILLS is made this 18th day of March, 2013 by Persimmon Hills Improvement Association, Inc., a Maryland nonprofit corporation (together with its successors and assigns, "Persimmon Hills").

RECITALS:

- A. J.D. Murray, a Maryland resident and Declarant pursuant to the Management and Maintenance Declaration for Persimmon Hills caused to be recorded among the Land Records of Saint Mary's County, Maryland ("Land Records") on March 15, 1995 at Liber 0958, Folio 371, a Declaration of Covenants, Conditions and Restrictions for Persimmon Hills dated November 21, 1994 (the "Original Declaration"). Said Management and Maintenance Declaration is recorded among the Land Records at Liber 0958, Folio 392.
- B. J.D. Murray assigned all of his rights and powers to enforce the Management and Maintenance Declaration and the Declaration of Covenants, Conditions and Restrictions to Persimmon Hills Improvement Association, Inc. on August 9, 2000. Said Assignment is recorded among the Land Records at Liber 1563, Folio 364.
- C. Persimmon Hills Improvement Association, Inc. amended the Declaration of Covenants, Conditions and Restrictions on November 3, 2002. Said Amendment is recorded among the Land Records at Liber 1882, Folio 381 (the "First Amendment").
- D. The purpose of the Original Declaration and First Amendment was to subject the real property, including the structures and lots, to the terms, covenants, conditions and restrictions, easements, charges and liens therein contained, each and all of which is and are for the benefit of the real property and each Member (hereinafter defined), to provide for the preservation and enhancement of property values in the Community.
- E. Persimmon Hills desires to further amend the terms and conditions of the Original Declaration and First Amendment and in so doing, ratify and reaffirm the basic purpose and intent of the Original Declaration and First Amendment, and make such changes, additions and deletions to those documents as shall appear hereinafter in this Amended Declaration.

WHEREAS, Persimmon Hills Improvement Association, Inc. is a Maryland non-stock corporation in good standing, created pursuant to its Articles of Incorporation filed with the State

Department of Assessments and Taxation in accordance with the provisions of the Corporations and Associations Article of the Maryland Annotated Code; and

WHEREAS, Article 4.3 of the Original Declaration provides that after December 31, 1999, the Original Declaration would be automatically extended for successive periods of ten (10) years unless and until the then Owners (excluding mortgagees and other lienors) of a majority of the Lots (casting one vote for each Lot so owned) execute an instrument amending or revoking the Original Declaration; and

WHEREAS, Article VI, Section 3 of the Management and Maintenance Declaration provides that the covenants and restrictions of this Declaration shall run with and bind the land, for a term until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners; and,

WHEREAS, Members representing more than seventy-five (75%) of the total votes of the Members have approved the Second Amended Declaration as evidenced by the Certificate of the Secretary attached hereto; and

WHEREAS, this Second Amended Declaration amends and reaffirms the terms and conditions of the Original Declaration and the First Amendment except inconsistent herein.

AMENDMENTS:

Paragraph 1 of the Introduction of the Original Declaration is stricken and amended as follows:

Declarant was the owner of certain real property known as Persimmon Hills more particularly described in the subdivision plats described in Exhibit "A" to the Original Declaration and made a part of (the Record Plats), located in Saint Mary's County, Maryland and more particularly described in Exhibit "B" to the Original Declaration and made a part hereof (the "Community"). All references to the Declarant throughout the Bylaws, Declaration of Covenants, Conditions and Restrictions and the Management and Maintenance Declaration of the Persimmon Hills Improvement Association, Inc. shall be understood to mean the Board of Directors pursuant to the Assignment from J.D. Murray to Persimmon Hills Improvement Association, Inc. dated August 9, 2000 as recorded among the Saint Mary's County Land Records at Liber 1563, Folio 364.

Article II, Section 2.2 of the Original Declaration is restated and the following is amended as Section 2.2.1:

- 2.2.1 Addition of new structures, or revision to existing structures, that are of such magnitude that they require a building permit must comply with the terms of this paragraph. Structures of a temporary nature do not require approval under this paragraph prior to being implemented. Examples of structures of a temporary nature include, but are not limited to: playground equipment, fences, sheds, decorative fountains or statues. Any new structures or revision to existing structures must comply with the Architectural Standards of the Persimmon Hills Improvement Association, Inc. which is attached to this document as Exhibit C. If a member does not obtain approval for construction of or revision to a structure of a temporary nature as set forth in this paragraph, the member may be required to remove or modify the structure if a complaint is filed with the Board of Directors that the addition or revision does not comply with the Architectural Standards of the Persimmon Hills Improvement Association, Inc., and a majority of the Board concurs with the complaint.

Article II, Section 2.10 of the Original Declaration is stricken and amended as follows:

- 2.10 Inspection. The Declarant, or any agent of the Declarant, may at any reasonable time or times enter upon and inspect for the purpose of ascertaining whether the maintenance of such property and the maintenance, construction and alteration of Structures thereon are in compliance with the provisions hereof, and neither the Declarant nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. This right will be exercised only if the Declarant has reason to believe that the owner of the Lot is not in compliance with the provisions of this Declaration. Before exercising this right, the Declarant shall make reasonable attempts to contact the owner of the lot to ascertain the circumstances surrounding the perceived violation. If the owner of the Lot does not respond within fifteen (15) calendar days, or denies permission for the Declarant to inspect the property, then the Declarant shall exercise the rights under this Section.

Article III, Section 3.1 of the Original Declaration is stricken and amended as follows:

- 3.1 Detached Dwellings. No dwelling shall be commenced, erected, altered, placed or permitted to remain on any Lot other than one detached dwelling. Each dwelling shall be designed for occupancy by a single family.

Article III, Section 3.4 of the Original Declaration is stricken and amended as follows:

- 3.4 Residential Use. All Lots upon the Real Property shall be used for private residential purposes only.

Article III, Section 3.5 of the Original Declaration is stricken and amended as follows:

- 3.5 Maintenance of Lot. Each owner shall keep the lot owned by the owner, and all improvements thereon, in good order and repair, including but not limited to, feeding, watering, mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting or other appropriate external care of all buildings and other improvements. Grass and weeds shall not be allowed to exceed ten inches in height.

Article III, Section 3.10 of the Original Declaration is stricken and amended as follows:

- 3.10 Tree Removal. No tree, having a diameter of ten inches or more measured from a point two feet above ground level and located more than ten feet from the perimeter of the dwelling or more than five feet from the edges of the driveway located, or to be located, on the Lot, shall be removed from any Lot without the express written authorization of the Declarant. The Declarant, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Real Property.

Article III, Section 3.13 of the Original Declaration is stricken and amended as follows:

- 3.13 Livestock. No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot, except that a maximum of four (4) dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The Declarant may from time to time publish and impose reasonable rules setting forth the type and manner in which such pets may be kept on any Lot.

Article III, Section 3.14 of the Original Declaration is stricken and amended as follows:

- 3.14. Signs. No sign of any kind (except for customary signs showing street number and name of resident) shall be erected, displayed or maintained on any Lot except for the following: one sign not more than nine (9) square feet advertising the Lot for sale or rent; Signs providing security information, such as advising that the house has a security alarm or a beware of dog sign; Signs providing safety information, such as warning of pesticides recently applied to lawn; Signs making temporary personal announcements (i.e. birth announcements, yard sales, political signs during an election); signs advertising official Persimmon Hills Improvement Association, Inc. business; or any other sign which in the judgment of the Board of Directors is appropriate to be displayed in the Association. No sign shall exceed 24 x 18 inches in size. With the exception of signs advising about security alarms or pets, all signs must be removed no later than one week after the event being displayed on the sign. Any political signs shall be placed nor more than 30 days before the primary election, general election or vote on the proposition and the signs must be removed within seven days of the primary election, general

election or vote on the proposition.

Article III, Section 3.15 of the Original Declaration is stricken and amended as follows:

- 3.15 Vehicles. No commercial vehicles, trailers, abandoned or unregistered vehicles, tractors or other vehicles other than private passenger vehicles in regular operation shall be maintained on any Lot. Boats, boat trailers, campers, other trailers, or self-contained recreational vehicles may be maintained on a Lot if stored upon a driveway and situated behind the front corner of the house, on a parking pad, or in a garage or other structure designed and constructed upon the Lot and positioned either to the side of the house or behind it. Vehicles as are permitted to be maintained on any lot shall be parked or placed only upon driveways, parking pads or garages designed and constructed for such Lot. However, during the construction or improvements upon the Lots and during the sales period, commercial vehicles or trailers may be maintained for construction or sales purposes in areas specifically designated by the Declarant.

Article III, Section 3.18 of the Original Declaration is stricken and amended as follows:

- 3.18 Right of Entry for Inspection. In carrying out the provisions hereof, the Declarant and his agents, employees and contractors may come upon any Lot during reasonable hours for the purposes of inspection and in relation to the enforcement and administration of the provisions of this Declaration and any rules adopted and promulgated pursuant to the provisions hereof. This right will be exercised only if the Declarant has reason to believe that the owner of the Lot is not in compliance with the provisions of this Declaration. Before exercising this right, the Declarant shall make reasonable attempts to contact the owner of the Lot to ascertain the circumstances surrounding the perceived violation. If the owner of the Lot does not respond within fifteen (15) calendar days, or denies permission for the Declarant to inspect the property, then the Declarant shall exercise the rights under this Section. The Declarant and his agents, employees and contractors, shall not be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Article IV, Section 4.3 of the Original Declaration is stricken and amended as follows:

- 4.3 Duration. The Real Property shall remain subject to this Declaration until December 31, 1999, unless this Declaration or any portion thereof is specifically released by the Declarant. Any such release must be expressed in writing and recorded among the Land Records of Saint Mary's County. No such release shall be deemed to arise by implication. After December 31, 1999, this Declaration shall automatically be extended for successive periods of ten (10) years unless and until the then Owners (excluding mortgagees and any other lienors) of sixty-six

and two-thirds (66 2/3%) percent of the Lots (casting one vote for each Lot so owned) execute an instrument amending or revoking this Declaration.

IN WITNESS WHEREOF, Persimmon Hills Improvement Association, Inc. has caused this Second Amended Declaration of Covenants to be executed by John Gruzenski, its President and Joan Devlin, its Vice President and Acting Secretary to acknowledge and deliver this Second Amended Declaration of Covenants on the day and year first above written.

WITNESS:

Persimmon Hills Improvement Association, Inc.

Joan C. Devlin
Name: Joan Devlin
Title: Vice President/Acting Secretary

John Gruzenski
Name: John Gruzenski
Title: President

ATTORNEY CERTIFICATION

This is to certify that this instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Sandra L. Strissel
Sandra L. Strissel

CERTIFICATIONS OF VOTES OF MEMBERS AND BOARD

In accordance with Article 4.3 of the Original Declaration and Article VI, Section 3 of the Management and Maintenance Declaration, the undersigned duly elected and serving as Secretary for Persimmon Hills Improvement Association, Inc., as the person authorized to count votes of Members, hereby certifies that adoption and recordation of such Second Amended Declaration was approved by not less than seventy-five (75%) percent of the Lot Owners and approved by not less than a majority of the entire Board of Directors.

Persimmon Hills Improvement
Association, Inc.

WITNESS:

Joan C. Devlin

Name: Joan Devlin
Title: Vice President/Acting Secretary

John Gruzenski

Name: John Gruzenski
Title: President

EXHIBIT "C"**ARCHITECTURAL STANDARDS
OF THE
PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.**

Submissions to the Persimmon Hills Architectural Review Committee (ARC) must comply with the following guidelines and standards in regard to sheds, fences, decks and additions in the community. It is understood that each and every lot is unique and these guidelines may not be applicable for every lot in the community. All lots owners, however, should try to maintain standards where they apply.

Homeowners do not need prior approval of the ARC for these additions. HOWEVER, if an addition is made without approval of the ARC and a complaint is filed and determined by the Board of Directors to be in violation of these standards, the lot owner will be required to remove or revise the addition at their expense.

SHEDS

1. Select colors that harmonize with the residence and surroundings.
2. Shingles will be the same color as the residence.
3. Sheds will be located behind the house and approximately 10 feet from the adjoining property lines, or a buffer of trees must be planed or in existence if closer to property line as to not encroach on neighbors lots.

FENCES

1. Fencing may only be used in the back yard, starting at the back corner of the house.
2. No property fences to enclose front property. Decoration style fencing for landscaping purposes may be used as long as the intent is for aesthetic appearance and not as a boundary.
3. No chain link fencing shall be used for the boundaries.
4. Fencing shall be no taller than 48". Any fencing taller than 48" is considered a privacy fence.
5. Privacy fencing will need the prior written consent of both neighbors. If a privacy fence is established and the neighbor complains, the Board will require that the fence be removed at the lot owner's expense.
6. Fencing materials are to be made of professional building materials (i.e., cedar, treated wood, painted or stained).

FREE STANDING DECKS

1. Professional building materials must be used. The deck must be composed of either treated lumber or composite building materials.
2. All appropriate permits must be obtained from St. Mary's County prior to building.

PLAYGROUND EQUIPMENT

Large playground equipment (i.e., swing sets, trampolines, slides) shall be located at the side of the house (behind the front corner of the house) or in the back house. If the lot does not allow this placement, then Architectural Committee approval is needed.

State of Maryland Land Instrument Intake Sheet

Baltimore City County: Saint Mary's

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

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Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.						
		<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage <input type="checkbox"/> Lease	<input checked="" type="checkbox"/> Other Covenants	<input checked="" type="checkbox"/> Other Declaration			
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1] <input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]				
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation State Transfer County Transfer						
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration				
		Purchase Price/Consideration	\$	Transfer Tax Consideration	\$			
		Any New Mortgage	\$	X () % =	\$			
		Balance of Existing Mortgage	\$	Less Exemption Amount	\$			
		Other:	\$	Total Transfer Tax	\$			
		Other:	\$	Recordation Tax Consideration	\$			
		Full Cash Value:	\$	X () per \$500 =	\$			
			TOTAL DUE	\$				
5	Fees	Amount of Fees		Doc. 1	Doc. 2			
		Recording Charge	\$ 20.00	\$ 20.00	Agent:			
		Surcharge	\$ 40.00	\$ 40.00	Tax Bill:			
		State Recordation Tax	\$	\$	C.B. Credit:			
		State Transfer Tax	\$	\$	Ag. Tax/Other:			
		County Transfer Tax	\$	\$				
		Other	\$	\$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
		Persimmon Hills Improvement Association, Inc.						
		Location/Address of Property Being Conveyed (2)						
		Other Property Identifiers (if applicable)						
		Water Meter Account No.						
		Residential or Non-Residential	Fee Simple or Ground Rent	Amount:				
		Partial Conveyance? Yes No	Description/Amt of SqFt/Acreage Transferred:					
		If Partial Conveyance, List Improvements Conveyed:						
7		Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)		
	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)				
8	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		New Owner's (Grantee) Mailing Address						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided	
		Name: Sandra L. Strissel, Esquire						
		Firm Address: 30537 Potomac Way, Suite H Charlotte Hall, Maryland 20622 Phone: (301) 290-1400						
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
	Assessment Information	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?					
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify: _____					
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).					
	Assessment Use Only - Do Not Write Below This Line							
	Terminal Verification	Agricultural Verification		Whole	Part	Tran. Process Verification		
	Transfer Number	Date Received:		Deed Reference:		Assigned Property No.:		
	Year	20	20	Geo.	Map	Sub	Block	
	Land			Zoning	Grid	Plat	Lot	
	Buildings			Use	Parcel	Section	Occ. Cd.	
	Total			Town Cd.	Ex. St.	Ex. Cd.		
	REMARKS:							

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Space Reserved for County Validation

FIRST AMENDED MANAGEMENT AND MAINTENANCE DECLARATION

PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

THIS FIRST AMENDED MANAGEMENT AND MAINTENANCE DECLARATION for PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC. is made this 18th day of March, 2013 by Persimmon Hills Improvement Association, Inc., a Maryland nonprofit corporation (together with its successors and assigns, "Persimmon Hills").

RECITALS:

- A. J.D. Murray, a Maryland resident and Declarant pursuant to the Management and Maintenance Declaration for Persimmon Hills caused to be recorded among the Land Records of Saint Mary's County, Maryland ("Land Records") on March 15, 1995 at Liber 0958, Folio 392. ("Original Management and Maintenance Declaration").
- B. J.D. Murray assigned all of his rights and powers to enforce the Management and Maintenance Declaration to Persimmon Hills Improvement Association, Inc. on August 9, 2000. Said Assignment is recorded among the Land Records at Liber 1563, Folio 364.
- C. Persimmon Hills desires to amend the terms and conditions of the Original Management and Maintenance Declaration and in so doing, ratify and reaffirm the basic purpose and intent of the Original Management and Maintenance Declaration, and make such changes, additions and deletions to those documents as shall appear hereinafter in this First Amended Management and Maintenance Declaration.

WHEREAS, Persimmon Hills Improvement Association, Inc. is a Maryland non-stock corporation in good standing, created pursuant to its Articles of Incorporation filed with the State Department of Assessments and Taxation in accordance with the provisions of the Corporations and Associations Article of the Maryland Annotated Code; and

WHEREAS, Article VI, Section 3 of the Management and Maintenance Declaration provides that the covenants and restrictions of this Declaration shall run with and bind the land, for a term until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners; and,

WHEREAS, Members representing more than seventy-five (75%) percent of the total votes of the Members have approved the Second Amended Declaration as evidenced by the Certificate of the Secretary attached hereto; and

WHEREAS, this First Amended Management and Maintenance Declaration amends and reaffirms the terms and conditions of the Original Management and Maintenance Declaration except inconsistent herein.

AMENDMENTS:

Article IV, Section 3 of the Original Management and Maintenance Declaration is stricken and amended as follows:

Section 3. Maximum Annual Assessment. The maximum annual assessment is Three Hundred Dollars (\$300.00). The annual assessment for each new fiscal year cannot be set more than ten percent (10%) greater than the annual assessment from a previous year without a vote from membership at either an annual meeting with approval of at least sixty-six and two-thirds percent (66 2/3%) of the membership.

Article VI, Section 3 of the Original Management and Maintenance Declaration is stricken and amended as follows:

Section 3. Maintenance of Records. The Association shall maintain adequate books and records for any member, Owner and Mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

The Board must maintain a listing of the Association's property, to include records, and the location of storage for these items. This list must be provided to a new Board of Directors upon election and the new Board of Directors shall take the property and records within thirty (30) days of taking office. The list of property and location of storage shall be provided to any member upon written notice. Association property cannot be destroyed or discarded without first providing written notice to all Association members. Association records shall not be destroyed or discarded without first providing written notice to all Association members, except that after a period of not less than seven (7) years, the Board may dispose of the records by shredding without prior notice to the Association members. The Board shall wait forty-five (45) days from the date of notice to the Association until destruction or disposal of property or records is conducted. If requested by a member of the Association, a special meeting will be held to vote upon the destruction or disposal of the property or records. Only members in attendance at the meeting are eligible to vote. Notices for special meeting shall be in accordance with the rules and by laws of the Association.

Article VII, Section 3 of the Original Management and Maintenance Declaration is stricken and amended as follows:

The covenants and restrictions in this Declaration shall run with and bind the land, for a term until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first term by

an instrument signed by not less than ninety percent (90%) of the Lot Owners and after the first term, by an instrument signed by not less than sixty-six and two-thirds (66 2/3%) percent of the Lot Owners. To be effective, any amendment(s) must be properly recorded among the Land Records. Notwithstanding the foregoing, this Declaration shall not be amended without the written consent of seventy-five (75%) percent of the first Mortgagees and seventy-five (75%) percent of the Lot Owners to permit the Association or the Lot Owners to: (a) by act or omission, seek to abandon or terminate the Association or the provisions of this Declaration relating to Improvement Area maintenance; (b) change the method of determining the obligations or assessments which may be levied against an Owner; (c) by act or omission, seek to abandon, partition, subdivide, encumber or transfer all or any portion of the Improvement Areas, provided, however, that the grant of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause; (d) use hazard insurance proceeds for losses to the Improvement Areas for other than the repair, replacement or reconstruction of such improvements in the Improvement Areas, except as provided by statute.

IN WITNESS WHEREOF, Persimmon Hills Improvement Association, Inc. has caused this First Amended Management and Maintenance Declaration to be executed by John Gruzenski, its President and Joan Devlin, its Vice President and Secretary to acknowledge and deliver this First Amended Management and Maintenance Declaration on the day and year first above written.

WITNESS:

Persimmon Hills Improvement Association, Inc.

Joan C. Devlin
 Name: Joan Devlin
 Title: Vice President/Actin Secretary

John Gruzenski
 Name: John Gruzenski
 Title: President

ATTORNEY CERTIFICATION

This is to certify that this instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Sandra L. Strissel
 Sandra L. Strissel

CERTIFICATIONS OF VOTES OF MEMBERS AND BOARD

In accordance with Article VI, Section 3 of the Management and Maintenance Declaration, the undersigned duly elected and serving as Secretary for Persimmon Hills Improvement Association, Inc., as the person authorized to count votes of Members, hereby certifies that adoption and recordation of such First Amended Management and Maintenance Declaration was approved by not less than seventy-five (75%) percent of the Lot Owners and approved by not less than a majority of the entire Board of Directors.

Persimmon Hills Improvement
Association, Inc.

WITNESS:

Joan C. Devlin
Name: Joan Devlin
Title: Vice President/Acting Secretary

John Gruzenski
Name: John Gruzenski
Title: President

FIRST AMENDED BY-LAWS

PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

THIS FIRST AMENDED BY-LAWS for PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC. is made this 18th day of March, 2013 by Persimmon Hills Improvement Association, Inc., a Maryland nonprofit corporation (together with its successors and assigns, "Persimmon Hills").

WHEREAS, Persimmon Hills Improvement Association, Inc. is a Maryland non-stock corporation in good standing, created pursuant to its Articles of Incorporation filed with the State Department of Assessments and Taxation in accordance with the provisions of the Corporations and Associations Article of the Maryland Annotated Code; and

WHEREAS, Article X of the Original Bylaws certified and adopted by Persimmon Hills on February 12, 1992 ("Original By-Laws"), provide that the By-Laws may be amended by the affirmative vote of members representing sixty-six and two-thirds percent (66 2/3%) or more of the votes at any meeting of the members duly called for such purpose;

WHEREAS, members representing more than sixty-six and two-thirds percent (66 2/3%) of the total votes of the Members have approved the First Amended By-Laws as evidenced by the Certificate of the Secretary attached hereto; and

WHEREAS, this First Amended By-Laws amends and reaffirms the terms and conditions of the Original By-Laws except inconsistent herein.

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AMENDMENTS:

Article III, Section 2 of the Original By-Laws is stricken and amended as follows:

Section 2. Classification of Members. Members of the Association shall be divided into classes as follows:

FEB 20 2013

Class A Members. Every person, group of persons, corporation partnership, trust or other legal entity who is a record owner of a fee simple interest in any Lot which is or becomes subject to the Declaration shall be a Class A member of the Association; PROVIDED, HOWEVER, that any such person, group of persons, corporation, partnership, trust, or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons, corporation, partnership, trust or other legal entity is the record owner of a fee simple

interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine in the manner provided hereinbelow, but (except as herein provided) no more than one vote shall be case with respect to any Lot.

Class B Members. There are no Class B Members in Persimmon Hills Improvement Association, Inc.

Article III, Section 3 of the Original By-Laws is stricken and amended as follows:

Section 3. Assignment of Membership. The Class A membership shall be appurtenant to the Lot owned by a member and may not be assigned except in conjunction with the Lot to which they are appurtenant.

Article V, Section 5 of the Original By-Laws is stricken and amended as follows:

Section 5. Term of Office. At the first annual meeting of the members, the members shall elect the Board and the term of office of the two (2) directors receiving the greatest number of votes shall be fixed for two (2) years. The term of office of the other director or directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective director, his successors shall be elected to serve a term of two (2) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or any subsequent annual meeting, resolve to fix the term of each Director elected at any such meeting to one (1) year or two (2) years with the same Board serving the two (2) year term. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Article V, Section 7 of the Original By-Laws is stricken and amended as follows:

Section 7. Removal. After the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by a vote of more than fifty percent (50%) of the members of the Association at a special meeting called for a vote, or by a petition signed by more than 50% of the members. The petition must be filed with the Resident Agent. Removal shall be effective on the date of the vote or filed petition.

Article V, Section 9 of the Original By-Laws is stricken and amended as follows:

Section 9. Organizational Meeting. The first meeting of a newly elected board shall be held within thirty (30) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the entire Board shall be present.

Article VIII, Section 7 of the Original By-Laws is stricken and amended as follows:

Section 7. Auditing. At the close of each fiscal year, the books and records of the association shall be audited by a Financial Committee comprised of association members. If, for any reason a Financial Committee cannot be formed, then it will be necessary for the books to be audited by an independent Certified Public Accountant (CPA). A financial report shall be prepared and certified in accordance with generally accepted auditing standards if prepared by a CPA. The financial report prepared by the Financial Committee shall income the income and disbursements of the Association. All financial reports shall be made available to members of the Association upon request to the current Board of Directors.

IN WITNESS WHEREOF, Persimmon Hills Improvement Association, Inc. has caused this First Amended By-Laws to be executed by John Gruzenski, its President and Joan Devlin, Vice President and Acting Secretary, acknowledge and deliver this First Amended By-Laws on the day and year first above written.

WITNESS:

Persimmon Hills Improvement Association, Inc.

Joan C. Devlin
Name: Joan Devlin
Title: Vice President/Secretary

John Gruzenski
Name: John Gruzenski
Title: President

CERTIFICATIONS OF VOTES OF MEMBERS AND BOARD

In accordance with Article X of the Original Bylaws, the undersigned duly elected and serving as Secretary for Persimmon Hills Improvement Association, Inc., as the person authorized to count votes of Members, hereby certifies that adoption of such First Amended By-Laws was approved by not less than sixty-six and two-thirds percent (66 2/3%) or more of the votes at any meeting of the members duly called for such purpose and approved by not less than a majority of the entire Board of Directors.

Persimmon Hills Improvement Association, Inc.

WITNESS:

Joan C. Devlin

John Gruzenski

Name: Joan Devlin
Title: Vice President/Acting Secretary

Name: John Gruzenski
Title: President

State of Maryland Land Instrument Intake Sheet

Baltimore City County, Saint Mary's

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only--All Copies Must Be Legible)

Space Reserved for Circuit Court Recording Valuation

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.						
		<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage <input type="checkbox"/> Lease	<input checked="" type="checkbox"/> Other Bylaws	<input type="checkbox"/> Other			
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]			
3	Tax Exemptions (if applicable)	Recordation State Transfer Cite or Explain Authority County Transfer						
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only Transfer and Recordation Tax Consideration			
		Purchase Price/Consideration	\$		Transfer Tax Consideration	\$		
		Any New Mortgage	\$		X () % =	\$		
		Balance of Existing Mortgage	\$		Less Exemption Amount	=	\$	
		Other:	\$		Total Transfer Tax	=	\$	
		Other:	\$		Recordation Tax Consideration	\$		
		Full Cash Value:	\$		X () per \$500 =	\$		
				TOTAL DUE	\$			
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:		
		Recording Charge	\$ 20.00	\$ 20.00	\$ 20.00	Tax Bill:		
		Surcharge	\$ 40.00	\$ 40.00	\$ 40.00	C.B. Credit:		
		State Recordation Tax	\$	\$	\$	Ag. Tax/Other:		
		State Transfer Tax	\$	\$	\$			
		County Transfer Tax	\$	\$	\$			
		Other	\$	\$	\$			
	Other	\$	\$	\$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG (5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
		Persimmon Hills Improvement Association, Inc.						
		Location/Address of Property Being Conveyed (2)						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential or Non-Residential	Fee Simple or Ground Rent	Amount:				
		Partial Conveyance? Yes No	Description/Amt. of SqFt/Acreage Transferred:					
		If Partial Conveyance, List Improvements Conveyed:						
7		Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)		
			Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)		
8	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		New Owner's (Grantee) Mailing Address						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided	
		Name: Sandra L. Strissel, Esquire						
		Firm						
		Address: 30537 Potomac Way, Suite H Charlotte Hall, Maryland 20622 Phone: (301) 290-1400						
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
	Assessment Information	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?					
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify: _____					
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).					
	Assessment Use Only -- Do Not Write Below This Line							
	Terminal Verification	Agricultural Verification		Whole	Part	Tran. Process Verification		
	Transfer Number	Date Received:		Deed Reference:		Assigned Property No.:		
	Year	20	20	Geo.	Map	Sub	Block	
	Land			Zoning	Grid	Plat	Lot	
	Buildings			Use	Parcel	Section	Occ. Cd.	
	Total			Town Cd.	Ex. St.	Ex. Cd.		
	REMARKS:							

Space Reserved for County Validation