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AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR ILCHESTER LANDING

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ILCHESTER LANDING, MADE THIS 14TH DAY OF JUNE, 1990, by ILCHESTER ROAD PROPERTY PARTNERSHIP, a Maryland General Partnership (hereinafter referred to as "Declarant").

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WITNESSETH

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TOTAL 16.50

WHEREAS, Declarant is the owner of certain property situate in Howard County, State of Maryland, more particularly described in a plat of Ilchester Landing Subdivision, consisting of 3 sheets, which plat is recorded among the Land Records of Howard County, Maryland as Plat 9017 through 9010 (the "Ilchester Property"), and that property described in Plat of Beechwood Heights Subdivision, Lots 1 through 17 consisting of two (2) sheets which Plat is recorded among the Land Records of Howard County, Maryland as Plat 9085 and Plat 9086 (the "Beechwood Property") inclusive (both of which subdivisions are hereinafter referred to as the "Property"); and

06/18/90

WHEREAS, Declarant intends to develop or cause to be developed on the Property a residential subdivision having thirty-nine (39) building lots; and

WHEREAS, Declarant caused to be filed on April 19, 1990, in the Land Records of Howard County, Maryland, at Liber 2156, folio 0610, a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ILCHESTER LANDING executed April 18, 1990; and

WHEREAS, Declarant desires to amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ILCHESTER LANDING described above.

NOW, THEREFORE, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ILCHESTER LANDING is hereby amended as follows:

1. Immediately following paragraph 5.12, entitled "Fences", on Page 16 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ILCHESTER LANDING shall be added the following:

"5.13 Dwelling House. No structure shall be used for a residence or dwelling and no building shall be erected or maintained on any Lot in the Beechwood Property unless it is an approved dwelling house, designed and equipped for occupancy as a private residence ("dwelling") by a single family. All dwelling houses shall comply with the following criteria: (i) the first floor area of a one-story dwelling house shall be a minimum of 1,800 square feet of living area; (ii) the first floor of a two-story dwelling house shall be a minimum of 1,200 square feet of

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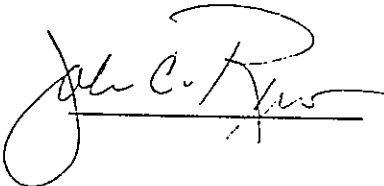
living area; (iii) no multi-story dwelling shall have less than 2,400 square feet of living area; (iv) a split level dwelling house shall require a total of 1,800 square feet of living area on the two upper levels; (v) a split foyer dwelling house shall have a total of 1,500 square feet of living area on the upper level; (vi) all dwellings shall have a two car garage; in lieu of the garage, the owner may increase the main floor of living area, as referred to above, by at least 400 square feet; and (vii) only year-round living areas, exclusive of garages and open porches, may be included in computing the floor area. No building shall be erected or maintained on any Lot in the Property unless it is a dwelling house, meeting the above criteria set forth, or unless it is appurtenant to such a dwelling house or accessory. The covenants, conditions and restrictions in this paragraph 5.13 shall not apply to the Ilchester Property."

This Amendment is hereby added to and made a part of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR IL-CHESTER LANDING, and the covenants, conditions and restrictions contained in the Amendment, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of, the Property, shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall insure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association, and the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions contained in this Amendment.

In all other respects, THE DECLARATION OF COVENANTS, CONDI-TIONS AND RESTRICTIONS FOR ILCHESTER LANDING are hereby ratified, confirmed and approved and shall remain in full force and effect.


IN WITNESS WHEREOF, the Declarant and the undersigned owners of at least ninety percent (90%) of the lots have hereunto set their hands and seals on the day and year above written.

WITNESS/ATTEST:



DECLARANT:

ILCHESTER ROAD PROPERTY PARTNERSHIP
ELLICOTT CITY LAND HOLDING COMPANY,
Managing Partner

BY:  (SEAL)
Donald R. Reuwer, Jr.
President

STATE OF MARYLAND:

to wit:

COUNTY OF HOWARD:

On this 15th day of June, 1990, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared DONALD R. REUWER, JR., who acknowledged himself to be the President of ILCHESTER ROAD PROPERTY PARTNERSHIP, ELLICOTT CITY LAND HOLDING COMPANY, Managing Partner, and that he, as such President of such corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

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

Rebecca S. Cary
Notary Public

My Commission Expires: 7-1 90

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James L. Mayer, Esq.
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Ellicott City, Md.
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