

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF WEST RIVER PLANTATION HOMEOWNERS ASSOCIATION, INC.

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WEST RIVER PLANTATION HOMEOWNERS
ASSOCIATION, INC. (the "Second Amendment") is entered into by SOUTH
CREEK REALTY LIMITED PARTNERSHIP, a Maryland limited partnership
("the Declarant") on this 6th day of May, 1992.

RECORD FEE 60.00
RL PROP 2.00
POSTAGE .50
#441810 C489 R02 T10:
05/12/
MARY H. ROSE
CIRCUIT COURT

W I T N E S S E T H:



WHEREAS, the Declarant has heretofore recorded a certain
Declaration of Covenants, Conditions and Restrictions for West
River Plantation Homeowners Association, Inc. among the Land
Records of Anne Arundel County, Maryland, on March 2, 1989 in Book
4800 at page 386, et seq. (hereinafter referred to as the
"Declaration", which term shall include any and all subsequent
modifications thereof as may be recorded among the Land Records of
Anne Arundel County, Maryland); and

WHEREAS, on May 21, 1990, the Declaration was amended pursuant
to a certain Amendment to Declaration of Covenants, Conditions and
Restrictions, recorded among the Land Records of Anne Arundel
County, Maryland in Book 5090 at page 481, et seq.; and

WHEREAS, Article XIII, Section 13.05 of the Declaration
provides, in pertinent part, that the Declaration may be amended
during the first twenty (20)-year period by the vote of or an
instrument signed by not less than seventy-five percent (75%) of
the Lot Owners; and

WHEREAS, the Declarant is the Owner of greater than seventy-
five percent (75%) of the Lots now within the jurisdiction of the
Association; and

WHEREAS, Article XIII, Section 13.14 of the Declaration
provides, in pertinent part, that the Declarant shall have the
right to make modifications to the Declaration if such
modifications are required by the Veterans Administration (the
"VA") or the Federal Housing Administration (the "FHA"); and

WHEREAS, the Declarant has determined that the amendments to
the Declaration set forth in this Second Amendment are necessary to
satisfy certain legal requirements of the VA and the FHA.

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NOW, THEREFORE, in consideration of the foregoing, the Declarant hereby declares that the Declaration be amended as follows:

1. The recitals and the "now, therefore" clause stated on page 1 of the Declaration are hereby amended and restated in their entirety as follows:

WHEREAS, Declarant is the owner of certain real property in the County of Anne Arundel, State of Maryland, which is more particularly described on the legal description attached hereto and made part hereof as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares (i) that all of the real property described on Exhibit "A" hereto (except for Lot 10, Block C, Lot 12, Block D and Lot 17, Block C, as shown on plats of subdivision recorded on March 2, 1989 among the Plat Records of Anne Arundel County, Maryland in Plat Book 117, at Pages 14 and 15, as Plats 6138 and 6139) shall be subject to the Declarant's right to unilaterally subject such real property to the covenants, conditions, restrictions and easements set forth in this Declaration and to annex such real property within the jurisdiction of the Association pursuant to Article XIII, Section 13.06 hereof, and (ii) that the aforesaid Lot 10, Lot 12 and Lot 17 shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the aforesaid Lot 10, Lot 12 and Lot 17, or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof. The Declarant hereby further declares that, upon recordation of one or more Supplementary Declarations in accordance with Article XIII, Section 13.06 hereof, all or any portion of the real property described on Exhibit "A" hereto (in addition to the aforesaid Lot 10, Lot 12 and Lot 17), and any other real property annexed within the jurisdiction of the Association in accordance with Article XIII, Section 13.06 hereof, shall thereafter be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements set forth below, which are for the purpose of protecting the value and desirability of, and which shall run with such real property and be binding on all parties having any right, title or interest in all or any portion of the real property described on Exhibit "A" hereto, and any other real property annexed within the jurisdiction of the Association in accordance with Article XIII, Section

13.06 hereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof.

2. Article I, Section 1.10 is hereby amended and restated in its entirety to provide as follows:

Section 1.10. "Development Plan" shall mean the Final Development and Grading Plan for West River Plantation I and II dated November 25, 1987 and West River Plantation III dated June 2, 1989, prepared by Greenhorne and O'Mara, Inc., Annapolis, Maryland, including all amendments thereto as may be made from time to time.

3. Article I, Section 1.16 is hereby amended and restated in its entirety as follows:

Section 1.16. "Property" shall mean and refer to all real property as may now or hereafter be brought within the jurisdiction of the Association pursuant to this Declaration.

4. Article II, Section 2.03 is hereby added to the Declaration as follows:

Section 2.03. Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use any private streets and roadways located upon the Common Area (including, without limitation, any private streets and roadways located within the Property) for both vehicular and pedestrian ingress and egress to and from his Lot and for parking.

(b) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use the Common Area for necessary, ordinary and reasonable pedestrian ingress and egress to and from his Lot or to suspend any easement over the Common Area for storm water drainage, electrical energy, water, sanitary sewer, natural gas, CATV or similar service, telephone service or similar utilities and services to the Lots.

5. Article III, Section 3.02 is hereby amended and restated in its entirety to provide as follows:

Section 3.02. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned.

When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any Owner who leases his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Association.

Class B. There shall initially be three hundred fifty-four (354) Class B memberships in the Association, all of which will be held by the Declarant (and any successors or assigns of the Declarant to whom the Declarant specifically assigns any Class B memberships). Three (3) Class B memberships shall be added to the Declarant's total for each Lot annexed within the jurisdiction of the Association in excess of one hundred eighteen (118). The number of Class B memberships shall be decreased by three (3) memberships for each Class A membership existing at any one time. The Class B member(s) shall be entitled to one (1) vote for each Class B membership. Each Class B membership shall cease and be converted to a Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) thirty (30) days following the date on which the total authorized and outstanding votes of the Class A members equals the number of Class B memberships; or

(ii) eight (8) years from the date of recordation of this Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid eight (8)-year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less; or

(iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of the Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A member of the Association as to each and every Lot in which the

Declarant then holds the interest otherwise required for such Class A membership.

6. The following language is hereby added as the last sentence of Article IV, Section 4.02:

Annual and special assessments shall not be utilized for the construction of capital improvements if such capital improvements are otherwise required to be constructed by the Declarant.

7. The caption and first paragraph of Article IV, Section 4.03 are hereby deleted and the following caption and three (3) paragraphs are inserted in lieu thereof:

Section 4.03. Initial Maximum Annual Assessment.
 The initial maximum annual assessment shall not exceed Four Hundred Dollars (\$400.00) per Lot; provided, however, that all "undeveloped Lots" (as such term is hereinafter defined) owned by Declarant shall be subject to an assessment equal to twenty-five percent (25%) of the annual and special assessments applicable to Lots not owned by Declarant. Notwithstanding the foregoing, Declarant shall pay full annual and special assessments for Lots owned by Declarant upon which a dwelling unit has been completed and occupied by a party other than the Declarant. As used in this Section, the term "undeveloped Lots" shall mean Lots that do not contain a completed dwelling unit that is occupied by a party other than the Declarant.

Notwithstanding any provision contained in this Declaration to the contrary, Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses incurred by the Association during the "Deficit Period" (as such term is hereinafter defined) in furtherance of the Association's purposes to the extent that the annual and special assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that at such time as the Declarant has paid what would equal one hundred percent (100%) of the annual and special assessments that would have been applicable to its Lots had the Declarant not been entitled to pay reduced assessments during any fiscal year of the Association, then the Declarant shall only be obligated to pay any further assessments during that fiscal year in an amount equal to what would have become due for its Lots had they been owned by a Class A member. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the earlier of (i) the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration; or (ii) the date upon which the

Declarant, in writing and recorded among the Land Records of Anne Arundel County, Maryland, declares that it (from the date specified in such recorded writing) waives its right to pay reduced assessments on Lots owned by the Declarant in accordance with this Section 4.03. The Declarant may make such declaration with respect to less than all of the Lots owned by the Declarant, to be owned by the Declarant, or to be brought within the jurisdiction of the Association, in which event the Deficit Period shall terminate only with respect to those Lots specifically described. Any deficit required hereunder to be paid by the Declarant shall be payable and collectable in the same manner as any other assessments required to be paid to the Association.

On January 1 of the year immediately following the first conveyance of a Lot to a Class A member, and on January 1 of each subsequent year, the maximum annual assessment for that year shall automatically increase, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the immediately preceding year. At any time after January 1 of the year immediately following the first conveyance of a Lot to a Class A member, and as often as is necessary or desirable, the maximum annual assessment may be increased above the amount permitted above by a vote of two-thirds (2/3) of each class of members, who are voting, in person or by proxy, at a meeting duly called for this purpose.

8. The caption and first sentence of Article IV, Section 4.05 are hereby deleted and the following caption and sentence are inserted in lieu thereof:

Section 4.05. Notice and Quorum. Written notice of any meeting called for the purpose of increasing the maximum annual assessment above the amount specified in Section 4.03 hereof or for the purpose of establishing a special assessment in accordance with Section 4.04 hereof, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

9. Article IV, Section 4.10 is hereby deleted in its entirety, Article IV, Section 4.11 is hereby renumbered as Article IV, Section 4.10, and any reference in the Declaration to Article IV, Section 4.11 is hereby deleted and a reference to "Article IV, Section 4.10" is substituted in lieu thereof.

10. The second and third sentences of the first paragraph of Article IX, Section 9.03, are hereby amended and restated as follows:

In addition, the Association may maintain and keep in good repair rights-of-way and entry strips, whether owned as part of a Lot or dedicated for public use, so long as the rights-of-way or entry strips are within or appurtenant to the Project. This obligation may include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon such areas.

11. Article XI, Section 11.03 is hereby amended by deleting the following parenthetical: "(whether or not such act is negligent or otherwise culpable)".

12. Article XIII, Section 13.06 is hereby amended and restated in its entirety as follows:

Section 13.06. Property Subject to Declaration. The real property which shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration shall be as described in one or more Supplementary Declarations recorded by the Declarant among the Land Records of Anne Arundel County, Maryland. The Declarant shall have the right to incrementally annex all or any portion of the real property described on Exhibit "A" hereto within the jurisdiction of the Association by executing and recording one or more Supplementary Declarations, regardless of the ownership of the real property described on Exhibit "A" hereto at the time of such annexation and without the need for the execution or filing of any such Supplementary Declarations by any other party; provided, that the Declarant's right to unilaterally annex the real property described on Exhibit "A" hereto shall only continue for a period of eight (8) years from the recordation of this Declaration by the Declarant.

(a) The real property described on Exhibit "A" hereto, any real property shown on the Development Plan, any real property contiguous to the real property shown on the Development Plan and any real property contiguous to the real property described on Exhibit "A" hereto, may be annexed within the jurisdiction of the Association by the Declarant without the consent of the Class A members of the Association, if any, for a period of eight (8) years from the date of recordation of this Declaration by the Declarant. The scheme of this Declaration shall not, however, be extended to include any such real property unless and until the same is annexed within the jurisdic-

tion of the Association by the recordation of a Supplementary Declaration as hereinafter provided. Except as otherwise provided hereinabove, annexations of real property within the jurisdiction of the Association shall require the consent of two-thirds (2/3) of each class of members.

Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration among the Land Records for Anne Arundel County, Maryland, which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants, Conditions and Restrictions to such annexed property.

So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the VA or insured by the FHA, no annexation shall be made pursuant to this Section, or otherwise, except following a determination by the VA or the FHA, as applicable, that the annexation conforms to a general plan for the development of the community previously approved by the VA or the FHA, as applicable, or, if no such general plan was approved by the VA or the FHA, as applicable, except following the prior written approval of the VA or the FHA, as applicable.

Any Supplementary Declaration made pursuant to the provisions of this Section may contain such complementary or supplemental additions and modifications to the covenants and restrictions set forth in the within Declaration as may be considered necessary by the maker of such Supplementary Declaration to reflect the different character or use, if any, of the annexed property.

Every Owner of a Lot in property to be annexed as provided herein shall have an easement of enjoyment in and to the Common Area, and such other rights of use as provided in Article II hereof.

(b) So long as there are any Class B members, the Declarant may deannex any property annexed within the jurisdiction of the Association pursuant to this Section for a period of eight (8) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for (i) any easements, rights, reservations, exemptions, powers or privileges reserved to the Declarant pursuant to this Declaration which affect the deannexed property and (ii) any other easements, rights, reservations, exemptions, powers or privileges which are expressly reserved to the Declarant in the instrument effectuating such deannexation. Such deannexation shall be made by recording a Supplementary

Declaration among the Land Records of Anne Arundel County, Maryland, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the VA or insured by the FHA, no deannexation shall be made pursuant to this Section, or otherwise, except following a determination by the VA or the FHA, as applicable, that the deannexation is not contrary to a general plan for the development of the community previously approved by the VA or the FHA, as applicable, or, if no such general plan was approved by the VA or the FHA, as applicable, except following the prior written approval of the VA or the FHA, as applicable.

13. Article XIII, Section 13.08(d) is hereby amended and restated as follows:

(d) otherwise modify or amend any provision of this Declaration, the Bylaws or the Articles of Incorporation of the Association.

14. Article XIII, Sections 13.10(a) and 13.10(b) are hereby deleted and the following is inserted in lieu thereof:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Area or community facilities directly or indirectly owned by the Association unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and sixty-seven percent (67%) of each class of the then members in the Association have given their prior written approval; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area and community facilities by members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration unless at least sixty-seven percent (67%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and sixty-seven percent (67%) of each class of the then members of the Association have given their prior written approval; or

15. Except as otherwise provided in this Second Amendment, the remaining terms and provisions of the Declaration shall not be affected and shall remain in full force and effect.

16. In the event any term or provision of this Second Amendment is invalid or unenforceable for any reason the remaining terms and provisions hereof shall remain in full force and effect.

17. Capitalized terms used herein shall be defined as set forth in the Declaration, unless otherwise provided herein.

18. This Second Amendment shall be construed in accordance with the laws of the State of Maryland.

19. This Second Amendment shall become effective upon recordation among the Land Records of Anne Arundel County, Maryland.

20. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has hereby executed this Second Amendment as of the day and year first hereinabove written.

WITNESS:

SOUTH CREEK REALTY
LIMITED PARTNERSHIP,
a Maryland limited partnership

By: ROSE WEST RIVER, INC.,
a Maryland corporation
General Partner

Patricia A. Young
~~(Assistant) Secretary~~ witness

By: Mark Hall
(Vice) President

[CORPORATE SEAL]

By: ^{Ab.} LOVELL LAND ~~AMERICAN~~, INC.,
a Maryland corporation
General Partner

M. Gail Pankoch
(Assistant) Secretary

By: Quil P. Hand
Quil P. Hand
(Vice) President

[CORPORATE SEAL]

* * *

BOOK 5622 PAGE 400

STATE OF Maryland *
COUNTY OF Anne Arundel *

to wit:

I HEREBY CERTIFY that, on this 6th day of May, 1992, before me, the undersigned officer, personally appeared Mark Kalish, known to me (or satisfactorily proven) to be the (Vice) President of Rose West River, Inc., a Maryland corporation, general partner of South Creek Realty Limited Partnership, a Maryland limited partnership, and that such (Vice) President, being authorized so to do, executed the foregoing instrument on behalf of such limited partnership for the purposes therein contained.

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

Diana B. CTS
Notary Public

My Commission Expires: 8/1/92

[NOTARIAL SEAL]



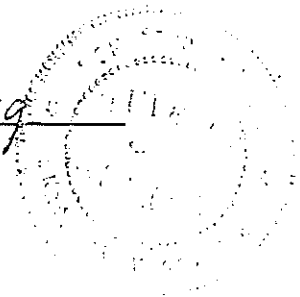
STATE OF Maryland
COUNTY OF Howard

*
* to wit:
*

I HEREBY CERTIFY that, on this 6th day of May, 1992, before me, the undersigned officer, personally appeared Kevin P. Hand, known to me (or satisfactorily proven) to be the (Vice) President of Lovell Land ~~(America)~~, Inc., a Maryland corporation, general partner of South Creek Realty Limited Partnership, a Maryland limited partnership, and that such (Vice) President, being authorized so to do, executed the foregoing instrument on behalf of such limited partnership for the purposes therein contained.

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

Patricia A. Young
Notary Public



My Commission Expires: PATRICIA A. YOUNG
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 3, 1995

[NOTARIAL SEAL]

ATTORNEY'S CERTIFICATION

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

Douglas M. Irvin
Douglas M. Irvin

Return to:

Linowes and Blocher
10th Floor
1010 Wayne Avenue
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Virginia R. Williamson

Mail to _____