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

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST RIVER PLANTATION HOMEOWNERS ASSOCIATION, INC. (the "Amendment") is entered into by SOUTH CREEK REALTY LIMITED PARTNERSHIP, a Maryland limited partnership ("Declarant") on this 27 day of April, 1990.

W I T N E S S E T H:

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WHEREAS, on March 2, 1989, the Declaration of Covenants, Conditions and Restrictions for West River Plantation Homeowners Association, Inc. (the "Declaration") was recorded among the Land Records of Anne Arundel County, Maryland, in Book 4800 at Page 386 et seq.; and
Linda Schaffer
CIRCUIT COURT
05/21/90

WHEREAS, Article XIII, Section 13.07 of the Declaration provides that the Declarant shall have the right, for a period of four (4) years following the date of recordation of the Declaration, without the consent of the members of the Association, to modify, amend or change any of the provisions of the Declaration as deemed necessary or appropriate by the Declarant, provided that (i) so long as a Lot is encumbered by a deed of trust or mortgage which is guaranteed or insured by the VA or FHA, then the VA or FHA, as applicable, shall have the right to approve any material amendment, modification or change to this Declaration and (ii) such amendment or modification does not violate applicable law and does not affect the right of any Owner with respect to such Owner's right of ingress and egress to and from his Lot and right of use and enjoyment of any recreational facilities and open spaces situated on the Common Area; and

WHEREAS, the Declarant desires to amend the Declaration as provided in this Amendment; and

WHEREAS, said time period has not lapsed.

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

1. Article V, Section 5.02 is hereby amended in its entirety to provide as follows:

Section 5.02. Initiation and Completion of Approved Changes.

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(a) All construction or alterations of any dwelling unit located on any Lot, including, but not limited to porches, patios, terraces, balconies, decks, garages, carports and/or storage areas within any dwelling unit, in accordance with plans and specifications approved by the Board of Directors or the Covenant Committee, as applicable, pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Covenant Committee (whether by affirmative action or by forbearance from action as provided in Section 5.01), and shall be substantially completed within two (2) years after the date the Owner of such Lot received written approval for such construction from the Board of Directors or the Covenant Committee, as applicable, or within such longer period as the Board of Directors or the Covenant Committee, as applicable, shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Covenant Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Board of Directors or the Covenant Committee, as applicable, without any prior consent in writing of the Board of Directors or the Covenant Committee, as applicable. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board of Directors or the Covenant Committee, as applicable, to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

(b) Prior to installation of any swimming pool within any Lot (other than temporary, small infant pools), the Owner thereof shall obtain the prior written consent of the Board of Directors or the Covenant Committee, as applicable. Construction of any swimming pool may also be subject to compliance with certain governmental agency regulations or requirements. Only in-ground pools are permitted on any Lot and pools may only be constructed in the rear yard of such Lots, provided the construction thereof will not interfere with the water table of the Property.

(c) No exterior lighting within the Property shall be installed without the prior written consent of the Board of Directors or the Covenant Committee, as applicable.

(d) No fencing shall be constructed within the Property without the prior written consent of the Board of Directors or the Covenant Committee, as applicable. All fencing shall be constructed pursuant to Article VI, Section 6.02(s) of the Declaration. Notwithstanding anything contained in this Declaration to the contrary, fences shall not be permitted, except surrounding swimming pools, on any Lot situated adjacent to water or which is determined to be a "water view" Lot by the Covenant Committee.

2. The following language is hereby added to Article V, Section 5.05:

(e) Any dwelling unit located on any Lot must contain a minimum of two thousand (2,000) square feet of fully enclosed floor area devoted to living purposes (not including roofed or unroofed porches, patios, terraces, balconies, decks, garages, carports, storage areas and any other area, structure, or building not intended to be used as living area).

(f) Dwelling units shall contain a garage, either detached or attached, which garage shall be at least a two (2) car garage with a minimum floor area of three hundred sixty (360) square feet.

(g) Exterior construction materials shall be of wood, brick, stone, aluminum, vinyl or a combination of such materials, which materials shall require the prior written approval of the Board of Directors or the Covenant Committee, as applicable. The original construction of the roof of any dwelling unit shall be of cedar shake, slate or asphalt shingles. Driveways shall be made of asphalt, concrete or brick, as approved by the Board or the Covenant Committee.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has hereby executed this 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

Eugenio Cantero
Eugenio Cantero
(Assistant) Secretary

By: Mark Kalish
Mark Kalish
(Vice) President

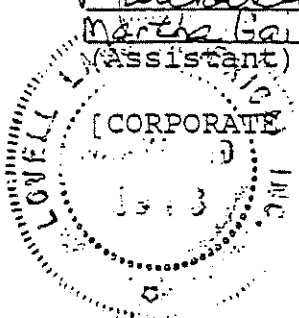
[CORPORATE SEAL]

By: LOVELL LAND (AMERICA), INC.
a Maryland corporation
General Partner

Martha Gail Damkoehler
Martha Gail Damkoehler
(Assistant) Secretary

By: Oliver P. Hand
OLIVER P. HAND
(Vice) President

[CORPORATE SEAL]



* * *

TRUSTEE'S CONSENT

The undersigned, William E. Thompson and Mary C. Swain, Trustees under the Deed of Trust dated March 7, 1988, and recorded in Liber 4559, folio 309, among the Land Records of Anne Arundel County, Maryland, hereby consent to the within Amendment and agree that the lien and effect of said Deed of Trust shall be subordinate and subject to the lien, affect and operation of this Amendment.

WITNESS:

Linda Klugger

William E. Thompson
William E. Thompson
Trustee

Linda Klugger

Mary C. Swain
Mary C. Swain
Trustee

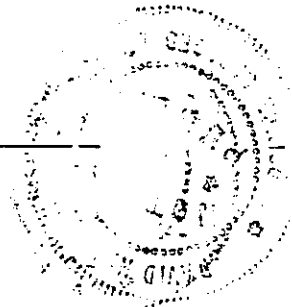
* * *

STATE OF MARYLAND *
COUNTY OF Prince Georges * to wit:
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On this 27th day of April, 1990, before me, the undersigned officer, personally appeared Mark Kalish and Eugenio Cantero, who have satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be the (Vice) President and (Assistant) Secretary, respectively, of Rose West River, Inc., a Maryland corporation, general partner of South Creek Realty Limited Partnership, a Maryland limited partnership, and that said Mark Kalish and Eugenio Cantero, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 27th day of April, 1990.

David H. Bader
Notary Public
DAVID H BADER



My Commission Expires: July 1, 1990
[NOTARIAL SEAL]

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STATE OF MARYLAND

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to wit:

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COUNTY OF Howard

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On this 1st day of May, 1990, before me, the undersigned officer, personally appeared Oliver P. Hand and Marta Guil Dankoebler who have satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be the (Vice) President and (Assistant) Secretary, respectively, of Lovell Land (America), Inc., general partner of South Creek Realty Limited Partnership, a Maryland limited partnership, and that said Oliver P. Hand and Marta Guil Dankoebler as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 1st day of May, 1990.

LeeAnn K. Kelly
Notary Public
LEEANN K. KELLY

My Commission Expires: July 1, 1990

[NOTARIAL SEAL]

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BOOK 5090 PAGE 487

STATE OF MARYLAND

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to wit:

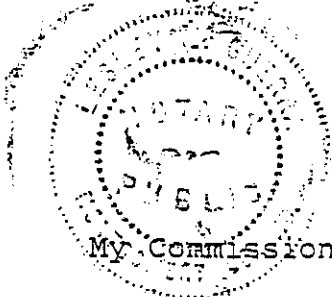
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COUNTY OF Montgomery

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On this 7th day of May, 1990, before me, the undersigned officer, personally appeared William E. Thompson and Mary C. Swain, Trustees, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument as Trustees and acknowledged that they executed the same for the purposes therein contained as their own free act and deed.

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



Lesley M. Guerra
Notary Public
LESLEY M. GUERRA

My Commission Expires: 7/1/90

[NOTARIAL SEAL]

* * *

CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared on behalf of South Creek Realty Limited Partnership, the party thereto.

[Signature]
PETER C. OLLERGAARDEN