

REGENCY MEADOWS
HOMEOWNER'S ASSOCIATION, INC.
DOCUMENTS

CONTENTS

1. AMENDED AND RESTATED DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
2. SUPPLEMENTARY DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
3. FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
4. FIRST ANNEXATION AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
5. SECOND ANNEXATION AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
6. ARTICLES OF INCORPORATION
7. BY-LAWS
8. AMENDED AND RESTATED BY-LAWS
9. PARKING GUIDELINES

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
EASEMENTS AND RESTIRCTIONS**

AMENDED AND RESTATED

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

for

REGENCY MEADOWS SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION is made on this 8th day of March, 1991, by REGENCY MEADOWS ASSOCIATES, a Maryland general partnership (the "Declarant").

RECITALS:

A. The Declarant executed a certain Declaration of Covenants, Conditions and Restriction. for Regency Meadows, which was recorded among the Land Records of Prince George's County, Maryland at Liber 7658, Folio 180, as amended and recorded in the aforesaid Land Records at Liber 7848, Folio 530 (the "Original Declaration").

B. The Declarant now wishes to amend and restate the Original Declaration, in its entirety, upon the terms and conditions hereinafter described.

WITNESSETH

NOW, THEREFORE, Declarant does hereby amend and restate the Original Declaration in its entirety as hereinafter set forth by deleting Articles I through XI therefrom and by substituting in lieu thereof new Articles I through XIII as follows.

ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to Regency Meadows Homeowners' Association, Inc.

Section 1.02. "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.03. "Common Area" shall mean and refer to the open space areas as designated on the recorded subdivision Plat (hereinafter defined) for the Properties and conveyed to and maintained by the Association. The Common Area shall include parcels described as PARCEL (? – unclear on hard copy) entitled "PLAT ONE - LOTS 1 THRU 63 AND PARCEL "A", REGENCY MEADOWS", recorded on June 29, 1990 among; the land records of Prince George's County, Maryland at Plat Book NLP 153, Plat No. 80; PARCEL "B" on the Plat of subdivision entitled "PLAT TWO - LOTS 64 THRU 105

AND PARCEL “B”, REGENCY MEADOWS”, recorded on January 18, 1991 in the aforesaid Land Records at Plat Book VJ 156, Plat No. 100; PARCEL “C” on the Plat of Subdivision entitled “PLAT THREE - LOTS 106 THRU 171 AND PARCEL “C”, REGENCY MEADOWS”, recorded on January 18, 1991 in the aforesaid Land Records at Plat Book VJ 157, Plat No.1.

Section 1.04. “Completed Dwelling Unit” shall mean a building designed and intended for use and occupancy as a residence for a single family, which has been approved for occupancy by the governmental authorities having jurisdiction thereover.

Section 1.05. “Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Easements and Restrictions as the same may from time to time be supplemented and/or amended in the manner prescribed herein.

Section 1.06. “Development Period” shall mean and refer to the period of time commencing on the day that this Declaration is recorded among the Land Records of Prince George's County, Maryland and ending on the date upon which title to ninety percent (90%) of all Lots to be created upon the Properties has been conveyed (i) by Declarant, and (ii) by any person or entity that has acquired more than one unimproved Lot from Declarant for the purpose of development of such Lot, and/or construction of dwelling units thereon, and has been assigned Class B membership by Declarant, as provided below in Section 3.02.

Section 1.07. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, with the exception of the Common Areas and any public right of ways.

Section 1.08. “Owner” shall mean and refer to the holder of record title and the holder of the beneficial interest to the fee interest in any Lot, including Declarant, or any common or joint holders thereof if such Lot is owned by more than one person or entity, whether or not such holder or holders actually reside thereon

Section 1.09. “Plat” shall mean and refer to those certain three (3) Plats of Subdivision consisting of 1 page each, entitled collectively in part “REGENCY MEADOWS”, and more fully described in Section 1.03 above.

Section 1.10. “Properties” shall mean and refer to all properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration filed pursuant to the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Spaulding Election District No.6 of Prince George's County, Maryland as described on EXHIBIT A attached hereto and made a part hereof, and as further shown and outlined on the Plat, all of which real property shall hereinafter be referred to as the "Existing Property".

Section 2.02. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Declarant, its successors and assigns, shall have the right, without the consent of any Class A Owners, to bring within the scheme of this Declaration the additional properties contiguous to the existing Property, which are shown a. EXHIBIT B attached hereto and made a part hereof.

(b) The additions authorized hereunder shall be made by recording among the Land Records of Prince George's County a Supplemental Declaration with respect to the additional property which shall extend the scheme of this Declaration to such additional property.

(c) The Supplemental Declaration may contain such complimentary additions and modifications of the provisions set forth herein as may be necessary to reflect the different character (if any) of the added properties and as are not inconsistent with the scheme of this Declaration; provided, however, that in no event shall such Supplemental Declaration revoke, modify or add to the covenants and restrictions contained herein with respect to the Existing Property, except as set forth in Sections 13.03 and 13.04 hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.01. Membership. The Association shall have as members only Owners. All Owners shall, upon becoming such, be deemed to have automatically become members of the Association and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of a Lot.

Section 3.02. Voting Rights. All members, so long as the same shall qualify under this Article III, shall be entitled to vote on each matter submitted to a meeting of the members. The Association shall have two classes of voting membership, which shall be known as "Class A" and "Class B". The votes of Class A and Class B members shall be counted together for all purposes hereunder.

Class A: Every person, group or persons, corporation, partnership, trust or other legal entity, other than Declarant, who is a record owner or the owner of the beneficial interest in any Lot which is or becomes subject to this Declaration or which otherwise becomes subject by the covenants set forth in this Declaration to assessment by the Association, shall be a Class A member of the Association. Each Class A member shall be entitled to one (1) vote for each Lot in which such member holds the interest required for Class A Membership, subject to the following exceptions and conditions:

(a) When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they jointly determine; but, in no event shall more than one vote be cast with respect to any Lot.

(b) Any member who is in violation of the covenants and restrictions, as determined by the Board, shall not be entitled to vote during any period in which such violation continues, commencing on the date of written notice thereof to such member.

(c) Any member who fails to pay any maintenance assessment levied by the Board pursuant to the terms hereof shall not be entitled to vote during any period in which any such assessment is due and unpaid.

(d) Members shall be entitled to assign his or her right to vote by power of attorney or by proxy, under absentee balloting regulations provided for in the Association's By-Laws.

Class B: The Class B member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity who shall obtain any Class B membership by specific assignment from the Declarant. The Class B members shall have one (1) Class B membership for each Lot in which such members holds the legal or beneficial interest otherwise required for Class A membership. Each Class B member shall be entitled to three (3) votes for each Lot in which such member holds the legal or beneficial interest otherwise required for Class A membership. Each Class B membership shall lapse on the first to happen of the following events:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 2000.

Upon the lapse or termination of any of the Class B memberships, such Class B Member shall thereafter become a Class A Member of the Associations. In the event all of the Class B memberships lapse hereunder, and additional lands thereafter become

subject to this Declaration pursuant to Section 2.02 above, the Declarant shall be a Class B member with respect to such additional properties.

ARTICLE IV

PROPERTY RIGHTS IN COMMON AREAS

Section 4.01. Title to Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey the Common Areas owned of record by it on the date hereof to the Association prior to the conveyance of any Lot with. Completed Dwelling Unit to a homeowner, and that such Common Area so conveyed shall be free and clear of all liens and encumbrances, except easements, covenants, conditions and restrictions then of record, including this Declaration, and public zoning ordinances.

Section 4.02. Easements of Enjoyment. Each Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Common Areas, and such easement shall be appurtenant to and shall pass with every Lot upon transfer. All such rights, easements and privileges, however, shall be subject to the right of the Association to adopt or promulgate reasonable rules and regulations pertaining to the use of Common Areas which shall enhance the preservation thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners; and, further, such right shall be subject to the right of the Association to grant easements or rights of way to any public utility company.

Section 4.03. Suspension of Easements. The Association shall have the right to suspend the rights of any Owner with respect to the Common Areas for any period during which any assessment owed by such Owner to the Association remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to the use of the Common Areas.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.01. Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot Owned by Declarant (and except as limited hereunder) hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments for maintenance of the Common Areas, and (ii) special assessments for capital improvements (if any), as the same may be fixed, established and collected from time to time pursuant to the terms hereinafter set forth. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The

personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 5.02. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for improvement and maintenance of the Common Areas, including but not limited to the payment of taxes and insurance thereon, charges for cleaning and grass mowing, maintenance for entry signs and electrical charges therefor, for the payment of any assessments levied from time to time by any lawful authority against the Common Areas, including all requests for reimbursement by Prince George's County, Maryland for temporary and permanent repairs, replacement and maintenance to asphalt and/or curbs and gutter within parking bays located within the Common Areas when a damaged asphalt and/or curb and gutter is located partly within the parking bays in the Common Areas and partly within dedicated rights of way, and also for pavement over as may be determined to be needed from time to time by Prince George's County, Maryland, and annual charges for the renewal of the Association's corporate charter.

Section 5.03. Maximum Annual Assessment. From the date of conveyance of the first Lot improved with a Completed Dwelling Unit until January 1 of the year immediately following such conveyance, the Board shall assess against each Lot within the Properties a charge which shall not exceed Six Hundred Dollars (\$600.00) per Lot per year (pro rated for any periods of less than one year). From and after January 1 of the year immediately following the conveyance of the first Lot improved with a Completed Dwelling Unit, the maximum annual assessment may be increased by the Board each year not more than an amount equal to the greater of (i) ten percent (10%), or (ii) the total percentage increase during the previous twelve months in the Consumer Price Index (U.S. Bureau of Labor Statistics, Revised Consumer Price Index, All Items United States or a substitute index), without a vote of the membership of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot improved with a Completed Dwelling Unit, the maximum annual assessment may be increased by more than the greater of (i) ten percent (10%), or (ii) the percentage increase in the previous year in the Consumer Price Index, if authorized by at least sixty-five percent (65%) of all votes cast in person or by absentee ballot, as prescribed in the By-Laws of the Association, at a meeting duly called for this purpose. The Board may, after consideration of (i) current maintenance costs, (ii) the future areas of the Association and (iii) requirements for a reasonable reserve fund for replacement of any improvements on and to the common area, fix the actual assessment for any year at an amount less than the maximum annual assessment prescribed for herein.

Section 5.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 5.03 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition and installation, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including fixtures and personal property related thereto,

PROVIDED THAT any such special assessment must be authorized by at least sixty-five percent (65%) of all votes cast in person or by absentee ballot, as prescribed in the By-Laws of the Association, a meeting duly called for this purpose. The due date of any such special assessment shall be fixed in the resolution authorizing same.

Section 5.05. Notice and Quorum for Action. Written notice of any meeting called for the purpose of taking any action authorized under Section. 5.03 and 5.04 hereof shall be sent to all members of the Association not less than fifteen (15) and not more than sixty (60) days in advance of the meeting, which notice shall set forth the purpose of such meeting. At the first such meeting called, the presence of members and absentee ballots representing at least fifty percent (50%) of all votes entitled to be cast, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; and, the members present in person shall constitute a required quorum at the subsequent meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, may be collected on a monthly basis, and shall be pro-rated as of the date of settlement; provided, however, that notwithstanding the provisions of Sections 5.03 or 5.04, the annual assessments and special assessments for any Lots improved with Completed Dwelling Units, while owned by Declarant and unoccupied, shall be exempt from assessments, and while owned by Declarant and occupied, shall be limited to twenty-five percent (25%) of assessments levied with respect to Lots owned by Owners other than Declarant. Prior to the improvement of any Lot with a Completed Dwelling Unit, such Lots shall be exempt from assessments pursuant to Sections 5.03 and 5.04. During the Development Period, the Declarant shall contribute any amounts necessary to cover any deficits or shortages in (i) annual assessments collected by the Association for the purpose described in Section 5.02 or (ii) special assessments collected by the Association for capital improvements; provided, however, that in no event shall the Declarant be required to contribute an amount that exceeds one hundred percent (100%) of assessments levied with respect to Lots owned by Declarant.

Section 5.07. Notice of Assessment. The Board shall fix the amount of the annual assessment and any special assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and, written notification of the annual and any special assessments shall be sent to every owner subject thereto. The Association shall, upon request at any time, furnish to any Owner, or any mortgagee, or any contract purchaser of a Lot, a certificate in writing signed by an officer of the Association, setting forth the amount of any assessments due and owing with respect to such Lot, if any. A reasonable charge may be made by the Board for issuance of such certificates, except to a first mortgagee. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.08. Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of

twelve percent (12%) per annum, or at the highest legal rate of interest then allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and there shall be added to the amount of such assessment interest, costs of the action and reasonable legal fees. The entire balance of the unpaid assessment for the remainder of the assessment year shall also become due, payable and collectable upon delinquency of any portion of the annual assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 5.09. Notice of Lien. No action shall be brought to foreclose an assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date upon which Notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot in question, and a copy thereof is recorded by the Association among the appropriate records of the Circuit Court for Prince George's County. Such Notice of Claim of Lien must recite a good and sufficient legal description of the Lot in question, the identity of the Owner, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment as above set forth, plus reasonable attorney's fees and expenses of collection in connection with the debt incurred by said lien), and the name and address of the Association.

Section 5.10. Statement of Lien. The Association may execute and record among the Land Records of Prince George's County, in accordance with the provisions of Section 14-203 of the Maryland Contract Lien Act, a statement of lien for such unpaid assessment (or any installments thereof, if payable in installments and if the Association elects to make such statement of lien applicable to such installment rather than to such assessment in full), (a) within thirty (30) days after the Circuit Court of Prince George's County orders the imposition of a lien pursuant to such provisions, or (b) within one hundred twenty (120) days after giving the notice of lien, if the Owner fails to file a complaint in the Circuit Court of Prince George's County within thirty (30) days after the Association gives the notice of lien in accordance with such provisions. The forms of any such statement of lien shall be determined by the Association in the exercise of its sole discretion, provided that, when it is executed and recorded among the Land Records of Prince George's County, it constitutes a 'statement of lien' for purposes of the provisions of Section 14-203 of the Maryland Contract Lien Act.

Section 5.11. Effectiveness of Assessment Lien. Each assessment (or each installment thereof, if payable in installments) levied against a Lot shall constitute a lien upon the title to such Lot, from the time when a statement of lien for such assessment or installment is recorded among the Land Records of Prince George's County pursuant to the provisions of Section 14-203 of the Maryland Contract Lien Act and the provisions of paragraph 5.10 above, until such assessment or installment is paid.

Section 5.12. Curing of Default. Upon the timely curing of any default for which a written Notice of Claim of Lien was filed for the Association as above provided, the Board is hereby authorized to prepare, execute and deliver to the defaulting Owner an

appropriate Release of such Claim of Lien in proper form for recording, upon payment by the defaulting Owner of a reasonable fee to be determined by the Association.

Section 5.13. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale provided for herein shall be in addition to and not in substitution for any and all rights and remedies which the Association may have hereunder and by law, including a suit to recover a money judgment for any unpaid assessments.

Section 5.14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage upon any Lot recorded prior to the due date of the assessment. The sale or transfer of any Lot shall not affect any assessment lien then existing against such Lot so long as Notice thereof has been recorded as above provided prior to the date of such sale or transfer; provided, however, that the sale or transfer of any Lot pursuant to a mortgage foreclosure, or other proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such foreclosure sale. The term mortgage or mortgages as used in this declaration shall also refer to deed of trust or deeds of trust.

Section 5.15. Notice to Mortgagees. Upon request, the Association shall notify the Holder of a first mortgage on any Lot for which an assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days, and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Such notification shall be in writing and signed by a duly authorized officer of the Association.

Section 5.16. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (i) all properties dedicated to and accepted by a local public authority; (ii) the Common Area; and (iii) any Lot owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland, unless such Lot is used for dwelling purposes.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.01. Review by Board. No fence, wall, accessory building, porch, shed, exterior newspaper tubes, freestanding mailboxes, lawn ornaments or any other structure or improvement of any kind shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change, alteration or improvement, including change of colors, be made to any building upon any Lot or affecting any exterior feature, including but not limited to exterior lighting, shades, screens, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways or storm doors, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of same have been submitted to and approved in writing by the Board as to harmony of external design and location in relation to surrounding structures. The Board may delegate its responsibilities hereunder to an architectural review committee

composed of three (3) or more members appointed by the Board, and who need not be Owners. In the event the Board, or its designated committee, fails to approve or disapprove any proposed improvement, change or alteration described herein within sixty (60) days after the plan and specifications therefor have been submitted to it, approval shall conclusively be deemed to have been given. The provisions of this Article shall not apply to Declarant or its nominees with respect to any new or original construction of a dwelling unit.

Section 6.02. Appeal. In the event the Board designates an architectural review committee, and a homeowner disagrees with a decision of the architectural review committee relating to the homeowner's Lot or Completed Dwelling Unit, the homeowner shall the right within thirty (30) days of such decision to file a writ of appeal with the Board. The Board shall review the proposed improvement, change or alteration, any plans or specifications relating thereto, and the decision of the architectural review committee, and within sixty (60) days after receipt of the appeal the Board shall render a final decision.

Section 6.03. Limitation. Construction or alterations in accordance with plans and specifications approved by the Board 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 Board (whether by affirmative action or by forbearance from action), and shall be substantially completed within six (6) months following the date of commencement, or within such other period as the Board shall specify in its approval. In the event construction is not commenced within the period aforesaid, approval of the plan and specifications by the Board shall be conclusively deemed to have lapsed and compliance with provisions of this Article shall again be required. There shall be no material deviation from the plans and specifications approved by the Board, without the prior consent in writing of the Board. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board 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.

Section 5.04. Certificate of Compliance. Upon completion of any construction or alterations or other improvements in accordance with plans and specifications approved by the Board in accordance with the provisions of this Article, the Board shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Board and constructed or installed in full compliance with the provisions of this Article and such other provisions and requirements of this Declaration as may be applicable.

Section 6.05. Rules and Regulations. The Board may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details as it may consider necessary or appropriate. The Board may charge and collect

a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

ARTICLE VII

COVENANT FOR EXTERIOR MAINTENANCE

Section 7.01. Obligation and Remedy. Each Owner shall keep all Lots owned by him or her, and all improvements located thereon, in good order and repair, including but not limited to, the mowing of all lawns, the pruning of all shrubbery and the painting, repair and other appropriate external care of the exterior of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Each Owner shall also maintain in good order and repair, or replace, if necessary, any fencing located on all Lots owned by him, including any fencing previously constructed by Declarant on the Owner's Lot. If, in the opinion of the Board, any owner failed to perform the duties imposed by the preceding sentence, the Association, after approval by two-thirds (2/3) of the members of the Board, and after thirty (30) days written notice to the Owner to remedy the condition in question, shall have the right, through its agents, employees or contractors to enter upon the Lot in question, and to repair, maintain, repaint and restore the Lot or such improvement located thereon; and, the cost thereof shall be added to and become a part of the assessment to which such Lot is subject, collected and enforced in the manner prescribed in Article V above.

Section 7.02. Entry. Any duly authorized agent, employee or contractor of the Association (acting through the Board) may at any reasonable time or times enter upon and inspect any Lot and/or the Common Areas and the exterior of any building and improvements located thereon for the limited purposes of: (i) ascertaining whether the maintenance of such Lot and the exterior of the improvements thereon are in compliance with the provisions hereof, and (ii) to perform any required repair or maintenance upon the default by the Owner of such Lot to do so; and, neither the Board, the Association nor any such agent, employee or contractor thereof shall be deemed to have committed a trespass or other wrongful act by reason of such entry, inspection and/or the performance of such repairs and maintenance.

Section 7.03. Maintenance of Easement Areas. Easements for the installation and maintenance of utility lines and facilities over, under and through the Lots as shown on the Plats or as recorded in a separate instrument for the Properties, are hereby reserved. Within these easement areas, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utility lines or which may change the direction in or the flow of drainage channels in the said easement areas, or which may have obstruct or retard the flow of waters through drainage channels in the easement areas. The easement areas on each Lot shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or a private or public utility company is responsible.

Section 7.04. Grading/Drainage. Declarant, its designees and assigns, shall have the right and privilege from the date hereon to enter upon any Lot at any time to change the grade of the ground and/or install or change drainage control devices on such Lot so as to alleviate any possible drainage and/or run-off problems incurred in or resulting from the development of real property of the Declarant or its designees or assigns. Drainage swales which have been constructed to facilitate the drainage of one or more adjoining Lots shall have no structures or planting thereon. Modifications to the grade of said swale is prohibited by any party other than Declarant. The drainage swale shall be maintained continuously by the Owner.

ARTICLE VIII

USE RESTRICTIONS

Section 8.01. Common Area Restrictions. The Common Areas shall be open space used solely for recreational and park purposes, and for pathways, storm water management facilities and entrance sign structures. No improvements other than improvements normally used in connection with recreational and park areas shall be maintained upon Common Areas. No noxious or offensive activities shall be carried on upon any Common Area, nor shall anything be done thereon which may cause or may become an annoyance or nuisance to the surrounding community. No sign of any kind shall be displayed to the public view on any Common Area, except an entry sign or signs to the Properties, signs used by Declarant to advertise the Property during the Development Period, directional signs, signs for traffic control or safety, and such other signs as may specifically be authorized by the Board. No animals shall be maintained on the Common Areas, and no such area shall be used as a dumping ground for rubbish, trash, garbage, nor shall any other waste be maintained thereon except in sanitary containers.

Section 8.02. Use of Lots. No Lot shall be used except for residential purposes.

Section 8.03. Fences, Walls, Hedges, Etc. No fence, wall, hedge or shrub shall be allowed to be erected, planted or constructed upon any Lot without prior approval of the Board, or its designated architectural review committee, and in any event shall not be over four (4) feet high, and in the case of a fence or wall, must be constructed of wood. When viewed from a vantage point that is perpendicular to the exterior of the fence, at least fifty percent (50%) of each section of the fence must be open and free from fencing or screening materials. No fence, wall, hedge or shrub over three (3) feet high shall be allowed to be erected, planted or constructed upon any Lot which is located at the intersection of two streets; the purpose of such restriction being to avoid obstruction of view at such intersections. In addition, no fence or wall of any kind shall be erected or constructed on any portion of a Lot closer to the private joint driveway or street than the front corner of the house, and where two adjacent dwelling houses are located on lots fronting on a public street and are set back different distances from such street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. If a dwelling unit is constructed upon any Lot which is located at the intersection of two streets, no fence or wall shall be closer to the respective streets than the front corner of the house most distant from the street. No fence or wall

shall be erected on or near any property line of any Lot without first obtaining a staked survey of such property line. Notwithstanding the foregoing, Declarant shall be permitted to erect a temporary fence in the front yard of a Lot for purposes of display for model homes.

Section 8.04. Vehicle Restrictions. Except for parking vehicles within garages, and except as herein elsewhere provided, no junk vehicle, unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), commercial vehicle, trailer, camp truck, house trailer, boat or other similar machinery or equipment shall be kept upon any Lot, nor (except for bona fide emergencies), shall the repair or extraordinary maintenance or automobile or other motor vehicles be carried out thereon.

Section 8.05. Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjoining Owners or others in the surrounding community.

Section 8.06. Signs. During the Development Period, no signs may be displayed upon any Lot except those erected by the Declarant and/or its nominees. Thereafter, no signs other than signs for the sale of a dwelling unit shall be displayed, which signs shall not exceed four (4) square feet.

Section 8.07. Trash. No trash, garbage or other waste shall be maintained upon any Lot except in closed, sanitary containers, maintained in good repair at all times, nor shall such containers permitted to remain in public view except on days of trash collection.

Section 8.08. Antennas. No outside television or radio antennas or dishes shall be erected, installed or maintained on any Lots, or any structures thereon.

Section 8.09. Awnings. No awnings shall be installed or maintained over the front or side porches, doors or windows of any buildings.

Section 8.10. Temporary Structure, Pools, Tennis Courts, Storage Buildings. No structure of a temporary character, shack, barn, storage building or other outbuilding may be stored or constructed on any Lot at any time either temporarily or permanently. In addition, no tennis court or above ground pool may be erected or constructed on any Lots at any time.

Section 8.11. Livestock and Poultry: Pets. No maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number shall be permitted on any Lot or within any Completed Dwelling Unit, except that this shall not prohibit the keeping of no more than two (2) each of dogs, cats or caged birds as domestic pets provided that they are not kept, bred or maintained for commercial purposes and, provided further that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of

annoyance to other Owners, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. The Board shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

Section 8.12. Recreational Structures. All recreational structures, including basketball backboards, any types of goals or nets, playhouses, and swing sets or climbing equipment, shall be maintained only in the rear yard of a Lot.

Section 8.13. Subdivision. 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. The provisions of this subsection shall not apply to the Declarant and, further, 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 the Association, the Declarant or any other person for any purpose.

Section 8.14. Surface of Property. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line may be installed or maintained upon any Lot above the surface of the ground.

Section 8.15. Trees. No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without the prior written approval of the Board.

Section 8.16. Fires. No outdoor fires shall be permitted on any Lot, except for barbeque fires in standard grills. Firewood shall only be permitted in the rear yard of a Lot, and shall be neatly stacked.

Section 8.17. Water and Ponds. No Owner shall allow any condition to exist upon their Lot which could induce the breeding of insects or rodents, in particular ponds or water containers which may harbor mosquito larva.

Section 8.18. Clotheslines. No clotheslines or other clothes-hanging devices such as reels, poles or framed shall be permitted on any Lot.

Section 8.19. Enforcement – Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provision or requirements of this Article, the same shall be considered to have been undertaken in violation of this Article and without the approval of the Board required herein and, upon written notice from the Board, such violation shall be promptly removed or abated. In the event the same is not removed or the violation is not otherwise terminated or abated within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to

the member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such member, the Association shall have the right through its agents and employees (but only after a resolution of the Board), to enter upon such Lot and to take such steps as may be necessary to remove or to otherwise terminate or abate such violation and the costs thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner, in all respects and subject to the same limitations as provided in Article V of this Declaration. Neither the Association nor any agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection to remove or otherwise terminate or abate such violation. Notwithstanding the foregoing, the covenants and restrictions contained in Sections 8.03, 8.05, 8.07, 8.14, 8.15 and 8.17 shall not apply to or be enforceable against the Owner of a Lot during the period of new or original construction of a dwelling unit.

ARTICLE IX

EASEMENTS

Section 9.01. Utility Easements. The Declarant hereby reserves unto itself, its successors, assigns and designees, the right to create, declare and grant over, above, under and across (i) the Common Areas non-exclusive perpetual utility easements for the installation, construction, improvement or removal or reconstruction, replacement, substitution, and maintenance of sewer (storm and sanitary) water, gas, electricity, cable television lines and transmission systems, telephone and any other easements as may be necessary in the Declarant's sole judgment to develop, service and maintain Properties, and (ii) the front, side and rear five (5) feet of each Lot for the installation and maintenance of utilities, storm water sewers and surface drains. No structure, planting or other material shall be placed or permitted to remain within these easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of each Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or public authority or utility company. The aforesaid easement shall include reasonable rights of ingress and egress.

Section 9.02. Ownership of Utility Lines. The Declarant hereby reserves for itself, its successors, assigns and designees the right and title to all storm sewers, sanitary sewers, and water lines when situated in, or over, under, along or across the Common Areas which right includes the right (but not the obligation) of maintenance, replacement, repair or removal thereof and reasonable access thereto. Declarant reserves the right, at Declarant's sole option, to transfer title (or to relinquish its rights therein) to said storm sewers, sanitary sewers and water lines and Declarant's right of maintenance, replacement, repair and removal thereof to any designee deemed beneficial or appropriate by Declarant (including the Association, Prince George's County, any public utility, or any governmental or quasi governmental authority), which transfer and assignment shall

be effectuated by any appropriate writing executed by Declarant. Declarant may in addition, relinquish its rights herein.

Section 9.03. Reservation of Easements for Declarant's Benefit. Anything contained in this Declaration to the contrary notwithstanding, the Declarant hereby reserves for itself, its agents, employees, contractors, sub-contractors, workmen, material men, invitees and any successor builders an easement, under, over and across the Common Areas for the purpose of constructing, completing, repairing, maintaining, inspecting, exhibiting and selling any Lots and any improvements thereon.

ARTICLE X

PARKING

Section 10.01. Parking. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces together with the right of ingress and egress in and upon said parking areas. Such parking spaces shall be as near and convenient to said Lot as reasonably possible and shall consist of the following: (a) for each Lot improved with a dwelling having a garage, one space in the garage, and one space in the driveway; and (b) for each Lot improved with a dwelling not having a garage, two unassigned spaces. The Association may permanently assign reserved spaces subject to reasonable rules and regulations adopted by the Board of Directors. Any unassigned spaces may be occupied on a first come, first serve basis.

ARTICLE XI

PARTY WALLS OR PARTY FENCES

Section 11.01. General Rules of Laws to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party fence which is built as part of the original construction of the homes upon the Properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by the Declarant, including any party wall or fence, shall protrude over an adjoining Lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining Lot or Lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements in conformance with the original structure of a party

wall or fence constructed by the Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 11.02. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared by the Owners who make use of the wall or fence in proportion to such use.

Section 11.03. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if any other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 11.04. Weatherproofing. Notwithstanding any other provisions of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 11.05. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 11.06. Arbitration. In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, the parties shall mutually select an arbitrator, or if they are unable to agree on an arbitrator, each party shall choose one arbitrator and such arbitrator shall choose one additional arbitrator, and the decision shall be by the single arbitrator, or by a majority of all the arbitrators, as the case may be, and be binding upon the parties.

ARTICLE XII

MANAGEMENT

Section 12.01. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to performs such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing, including without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration;

(b) to provide for the care, upkeep, maintenance and surveillance of the Common Areas;

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas;

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, “house rules” or the like as may be deemed proper respecting the use of the Common Areas; and

(e) to provide or procure such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Section 12.02. Management Agreement. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or without cause and without the payment of any termination fee, by either party upon thirty (30) days prior written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.01. Enforcement. The Association, Declarant or any Owner, shall have the right to enforce the covenant and restrictions provided for herein, by any proceeding at law or in equity. The failure of the Association, Declarant or any Owner to enforce any of the covenants or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 13.02. Severability. Invalidation of any one of the covenants and restrictions contained herein by judgment or court order shall in no way effect any other provision herein contained, which shall remain in full force and effect.

Section 13.03. Duration and Amendment. The covenant and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded among the Land Records of Prince George’s County, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first ten (10) year period by an instrument signed by not less than the holders of three-fourths (3/4) of all votes entitled to be cast, or upon the affirmative vote of not less than three-fourths (3/4) of all votes entitled to be cast. Thereafter, this Declaration may be amended by an instrument signed by the

holders of not less than two-thirds (2/3) of all votes entitled to be cast, or upon the affirmative vote of the holders of not less than two-thirds (2/3) of all votes entitled to be cast. Any such amendment that has the effect of (i) terminating this Declaration, or (ii) terminating the legal status of the Association, shall require the written consent of first mortgagees holding mortgages on at least two-thirds (2/3) of the Lots. An amendment shall be entitled to be recorded if accompanied by a certificate stating that the amendment was approved by the holders of the required percentage of votes, and such amendment or certificate need not be executed by each of the Owners who approve the amendment. This certificate shall be prepared by the person specified in the By-Laws of the Association to count votes and shall be conclusive evidence of approval. Any amendment to the Declaration must be recorded among the Land Records of Prince George's County.

Section 13.04. Corrections. Notwithstanding the foregoing paragraph 13.03, the Declarant may unilaterally execute and record a corrective amendment or supplement to this Declaration to correct a mathematical mistake, an inconsistency or a scrivener's error, or clarify an ambiguity with respect to an objectively verifiable fact, within five (5) years after the recordation of this Declaration. The Declarant shall also have the right during the Development Period to correct or amend unilaterally this Declaration to satisfy the requirements of any state or local jurisdiction, any governmental agency or authority, or any mortgage.

Section 13.05. Assignability. The Declarant, its legal representatives, successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to assign fully or partially its rights, title and interest under this Declaration, as Declarant, and its assignee shall take such rights subject to any and all obligations of the Declarant herein. Any such assignment hereunder must be in writing and recorded among the Land Records of Prince George's County.

Section 13.06. Limitation of Liability. The Association shall not be liable for any failure of any service to be obtained by the Association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas, or from any wire, pipe, drain, conduit or the like.

Section 13.07. Counterparts. This Declaration may be executed simultaneously in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.

Section 13.08. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, should same have a financial interest in the Properties arising out of initial financing to an Owner: mortgaging of the Common Areas, dedication of the Common Areas to any public agency or authority, and amendment of this Declaration, except for those amendments described above in Section 13.04.

Section 13.09. Rights of the Maryland-National Capital Park and Planning Commission (the "Commission"). Any other provision of this Declaration or the By-Laws or Articles of Incorporation of the Association to the contrary, neither the Owners, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

(a) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas; 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 Areas by the members of the Association shall not be considered a transfer within the meaning of this Section;

(b) abandon or terminate the Declaration;

(c) modify or amend any material or substantive provision of this Declaration, or the By-Laws or the Articles of Incorporation of the Association;

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in this Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

IN WITNESS WHEREOF, this Amended and Restated Declaration has been duly executed and sealed as of the day and year first above written.

WITNESS:

REGENCY MEADOWS ASSOCIATES

By: _____(SEAL)
Floyd Sheahan, General Partner

By: _____(SEAL)
Robert W. Lowe, General Partner

STATE OF MARYLAND, COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY that on this 8th day of March, 1991, before me, a Notary Public in and for the State aforesaid, personally appeared FLOYD SHEAHAN, General Partner of REGENCY MEADOWS ASSOCIATES (the "Company"), known to me (or

satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the Company for the purposes therein contained as such General Partner.

WITNESS my hand and notarial seal.

Notary Public

My Commission Expires: 8-1-93.

STATE OF MARYLAND, COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY that on this 8th day of March, 1991, before me, a Notary Public in and for the State aforesaid, personally appeared ROBERT W. LOWE, General Partner of REGENCY MEADOWS ASSOCIATES (the "Company"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the Company for the purposes therein contained as such General Partner.

WITNESS my hand and notarial seal.

Notary Public

My Commission Expires: 8-1-93.

EXHIBIT A

BEING all of that property shown on three (3) Plats of subdivision, entitled in part "REGENCY MEADOWS", and recorded in the Land Records of Prince George's County, Maryland at Plat Book NLP 153, Plat No. 80, Plat Book VJ 156, Plat No. 100 and Plat Book VJ 157, Plat No. 1.

SUPPLEMENTARY DECLARATION AND
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS

SUPPLEMENTARY DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REGENCY MEADOWS

This Supplementary Declaration and Amendment to Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Amendment") made this 19th day of December, 1990 by Regency Meadows Associates, a Maryland General Partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, Regency Meadows Associates, the Declarant herein and as also set forth in the original Declaration of Covenants, Conditions and Restrictions for Regency Meadows, (hereinafter referred to as the "Declaration"), recorded among the Land Records of Prince George's County, Maryland in Liber 7658 at Folio 180, is the present owner of the property made subject to the aforesaid Declaration as is more fully described therein, the Class B member of the Regency Meadows Townhouse Association, Inc. mentioned therein and entitled to cast more than ninety (90%) of the total votes of the membership, and

WHEREAS, it has been discovered that through inadvertence and change the definition of the term "Common Areas" as set forth in Section 8 of Article One of the Declaration is not correct and is inconsistent with the actual descriptions of the Common Areas as now set out in the recorded plat for the first section of the Regency Meadows subdivision and as to be set out in the plats for subsequent sections of the Regency Meadows subdivision that are to be recorded hereafter, and

WHEREAS, the purpose of this instrument is to correct such inconsistency.

NOW THEREFORE, the Declarant hereby amends and corrects the following Section of the original Declaration to read as follows:

Section 8 of Article One entitled "Common Areas" as set out in the original Declaration is deleted on its entirety and replaced with the following:

Section 8. "Common Areas" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the owners. The Common Areas, which are to be owned by the Association at the time of the conveyance of the first lot, shall be those parcels described as Parcel "A" on the Plat of subdivision entitled "Plat One, Lots 1 thru 63 and Parcel 'A', REGENCY MEADOWS" (as now recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 153 at Plat No. 80). Parcel "B" on a Plat of subdivision entitled "Plat Two Lots 64 thru 105 and Parcel 'B', REGENCY MEADOWS", Parcel "C" on a plat of subdivision entitled "Plat Three, Lots 106 thru 171 and Parcel 'C', REGENCY MEADOWS and Parcels "D" and "E" on a Plat of subdivision entitled "Plat Four, Lots 172 thru 213 and Parcels 'D' and 'E' REGENCY MEADOWS, the last three (3) mentioned Plats are to be hereafter recorded among the Land Records of Prince George's County, Maryland.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed and delivered in its name as of the day and year first above written.

REGENCY MEADOWS ASSOCIATES
A Maryland General Partnership

By: _____
FLOYD SHEAHAN, General Partner

By: _____
ROBERT W. LOWE, General Partner

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S to wit:

On this 19th day of December, 1990, before the undersigned officer, personally appeared Floyd Sheahan who acknowledged himself to be the General Partner of Regency Meadows Associates, a Maryland General Partnership, and that he as such Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by himself as such Partner.

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

My Commission expires: 8/1/92

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S to wit:

On this 19th day of December, 1990, before the undersigned officer, personally appeared Robert W. Lowe who acknowledged himself to be the General Partner of Regency Meadows Associates, a Maryland General Partnership, and that he as such Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by himself as such Partner.

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

My Commission expires: 8/1/92

FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF
COVENANTS, EASEMENTS AND
RESTRICTIONS

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, EASEMENTS AND RESTRICTIONS FOR
REGENCY MEADOWS SUBDIVISION

THIS FIRST AMENDMENT is made on this 16th day of July, 1991, by REGENCY MEADOWS ASSOCIATES, a Maryland general partnership (the "Declarant").

RECITALS:

A. The Declarant executed a certain Declaration of Covenants, Conditions and Restrictions for Regency Meadows, which was recorded among the Land Records of Prince George's County, Maryland at Liber 7658, Folio 180, as amended and recorded in the aforesaid Land Records at Liber 7848, Folio 530 (collectively, the "Original Declaration").

B. The Declarant amended and restated the Original Declaration in its entirety, pursuant to a certain Amended and Restated Declaration of Covenants, Easements and Restrictions for Regency Meadows subdivision dated March 8, 1991, which was recorded among the Land Records of Prince George's County, Maryland at Liber 7919, Folio 718 (the "Restated Declaration").

C. The U.S. Department of Veterans Affairs has required that the Declarant amend certain provisions contained in the Restated Declaration as a condition to its approval of the documentation submitted for the Regency Meadows subdivision, which approval is necessary to permit VA financing for the purchase of the Lots subject to the Declaration.

D. The Declarant now wishes to amend the Restated Declaration upon the terms and conditions hereinafter described, to incorporate the changes required by the Department of Veterans Affairs.

WITNESSETH

NOW, THEREFORE, Declarant does hereby amend the Restated Declaration as follows:

1. Section 2.02 (a) of the Restated Declaration is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

(a) Declarant, its successors and assigns, shall have the right, without the consent of any Class A Owners, within five (5) years from the date hereof, to bring within the scheme of this Declaration the additional properties contiguous to the existing Property, which are shown as EXHIBIT B attached hereto and made a part hereof.

2. Section 4.03 of the Restated Declaration is hereby deleted in its entirety and the following shall be inserted in lieu thereof.

Section 4.03. Suspension of Easements. The Association shall have the right (i) to suspend the rights of any Owner with respect to the Common Areas for any period during which any assessment owed by such Owner to the Association remains overdue and unpaid, and (ii) to suspend such rights for the shorter of up to sixty (60) days or until the violation is corrected or abated, in connection with the enforcement of any rules or regulations relating to the use of the Common Areas.

3. In Section 5.03 of the Restated Declaration, the reference to “sixty five percent (65%)” shall be changed to “two thirds (2/3)”.

4. In Section 5.04 of the Restated Declaration, the reference to “sixty five percent (65%)” shall be changed to “two thirds (2/3)”.

5. In Section 5.05 of the Restated Declaration, the reference to “fifty percent (50%)” shall be changed to “sixty percent (60%)”.

6. Section 5.06 of the Restated Declaration is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

Section 5.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, may be collected on a monthly basis, and shall be prorated as of the date of settlement; provided, however, that notwithstanding the provisions of Sections 5.03 or 5.04, the annual assessments and special assessments for any unimproved Lots owned by Declarant, and any Lots owned by Declarant that are improved with unoccupied Completed Dwelling Units, shall be limited to twenty-five percent (25%) of the assessments levied with respect to Lots owned by Owners other than Declarant. During the Development Period, the Declarant shall contribute any amounts necessary to cover any deficits or shortages in (i) annual assessments collected by the Association for the purposes described in Section 5.02, or (ii) special assessments collected by the Association for capital improvements; provided, however, that in no event shall the Declarant be required to contribute an amount that exceeds one hundred percent (100%) of the assessments levied with respect to Lots owned by Declarant.

7. In Section 5.08 of the Restated Declaration, the reference to “twelve percent (12%)” shall be changed to “six percent (6%)”.

8. The second and third sentences of Section 13.03 of the Restated Declaration shall be deleted and the following shall be inserted in lieu thereof:

This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the holders of ninety percent (90%) of all votes entitled to be cast, or upon the affirmative vote of not less than ninety percent (90%) of all votes entitled to be cast. Thereafter, this Declaration may be amended by an

instrument signed by the holders of not less than seventy five (75%) of all votes entitled to be cast, or upon the affirmative vote of the holders of not less than seventy five percent (75%) of all votes entitled to be cast.

IN WITNESS WHEREOF, this First Amendment has been duly executed and sealed as of the day and year first above written.

WITNESS: REGENCY MEADOWS ASSOCIATES

By: _____(SEAL)
Floyd Sheahan, General Partner

By: _____(SEAL)
Robert W. Lowe, General Partner

STATE OF MARYLAND, COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY that on this 16th day of July, 1991, before me, a Notary Public in and for the State aforesaid, personally appeared FLOYD SHEAHAN, General Partner of REGENCY MEADOWS ASSOCIATES (the "Company"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the Company for the purposes therein contained as such General Partner.

WITNESS my hand and notarial seal.

Notary Public

My Commission Expires: January 1, 1994.

STATE OF MARYLAND, COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY that on this 16th day of July, 1991, before me, a Notary Public in and for the State aforesaid, personally appeared ROBERT W. LOWE, General Partner of REGENCY MEADOWS ASSOCIATES (the "Company"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the Company for the purposes therein contained as such General Partner.

WITNESS my hand and notarial seal.

Notary Public

My Commission Expires: January 1, 1994.

**FIRST ANNEXATION AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FIRST ANNEXATION AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR REGENCY MEADOWS

THIS ANNEXATION AMENDMENT TO DECLARATION made this 19th day of December, 1990, by Regency Meadows Associates, a Maryland General Partnership, hereinafter referred to as "Declarant", witnesseth:

WHEREAS, Article X, Section 1. of said Declaration provides as follows:

ANNEXATION OF ADDITIONAL PROPERTIES

"Section 1. For a period of seven (7) years from the date of this Declaration, the Declarant shall be permitted, without the assent of Class "A" Members being required, from time to time, to annex additional property or Common Areas to said Properties. Declarant shall be further permitted without the assent of Class "A" Members being required, to the terms hereof all lands annexed in accordance with this Section."

WHEREAS, Declarant at this time wishes to annex the following described portions of property and to subject said properties to the terms of the Declaration.

NOW, THEREFORE, pursuant to Article X Section 1 of the Declaration, Declarant does hereby amend said Declaration to include and annex the following described parcels as "Properties" and to subject said parcels hereby annexed to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in the Declaration viz:

Lots numbered Sixty Four (64) through One Hundred Five (105), inclusive and Parcel lettered "B", Plat numbered Two (2) in the subdivision known as "REGENCY MEADOWS" to be recorded among the Land Records of Prince George's County, Maryland.

Lots numbered One Hundred Six (106) through One Hundred Seventy One (171), inclusive and Parcel lettered "C", Plat numbered Three (3) in the subdivision known as "REGENCY MEADOWS" to be recorded among the Land Records of Prince George's County, Maryland.

Declarant hereby expressly reserves and retains the right to annex such additional portions of the remainder of said property described in Article X, Section 1 as it shall from time to time wish to have annexed.

IN WITNESS WHEREOF, the said Regency Meadows Associates has caused these presents to be executed on the 19th day of December, 1990.

DECLARANT:
REGENCY MEADOWS ASSOCIATES

By: _____
FLOYD SHEAHAN,
General Partner

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S to wit:

On this 19th day of December, 1990, before the undersigned officer, personally appeared Floyd Sheahan who acknowledged himself to be the General Partner of Regency Meadows Associates, a Maryland General Partnership, and that he as such Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by himself as such Partner.

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

My Commission expires: 8/1/92

SECOND ANNEXATION AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

SECOND ANNEXATION AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR REGENCY MEADOWS

THIS ANNEXATION AMENDMENT TO DECLARATION made this 11th day of December, 1990, by Regency Meadows Associates, a Maryland General Partnership, hereinafter referred to as "Declarant", witnesseth:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions, dated October 11th, 1989 and recorded in Liber 7658 at Folio 180 of the Land Records for Prince George's County, Maryland, hereinafter collectively referred to as "Declaration", Regency Meadows Associates as Declarant, subjected certain parcels of land to covenants, conditions and restrictions therein set forth; and

WHEREAS, Article X, Section 1. of said Declaration provides as follows:

ANNEXATION OF ADDITIONAL PROPERTIES

"Section 1. For a period of seven (7) years from the date of this Declaration, the Declarant shall be permitted, without the assent of Class "A" Members being required, from time to time, to annex additional property or Common Areas to said Properties. Declarant shall be further permitted without the assent of Class "A" Members being required, to the terms hereof all lands annexed in accordance with this Section."

WHEREAS, Declarant at this time wishes to annex the following described portions of property and to subject said properties to the terms of the Declaration.

NOW, THEREFORE, pursuant to Article X Section 1 of the Declaration, Declarant does hereby amend said Declaration to include and annex the following described parcels as "Properties" and to subject said parcels hereby annexed to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in the Declaration viz:

Lots numbered One Hundred Seventy Two (172) through Two Hundred Thirteen (213), inclusive and Parcels lettered "D" and "E", Plat numbered Four (4) in the subdivision known as "REGENCY MEADOWS" to be recorded among the Land Records of Prince George's County, Maryland.

Declarant hereby expressly reserves and retains the right to annex such additional portions of the remainder of said property described in Article X, Section 1 as it shall from time to time wish to have annexed.

IN WITNESS WHEREOF, the said Regency Meadows Associates has caused these presents to be executed on the 11th day of December, 1990.

DECLARANT:
REGENCY MEADOWS ASSOCIATES

By: _____
FLOYD SHEAHAN,
General Partner

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S to wit:

On this 11th day of December, 1990, before the undersigned officer, personally appeared Floyd Sheahan who acknowledged himself to be the General Partner of Regency Meadows Associates, a Maryland General Partnership, and that he as such Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by himself as such Partner.

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

My Commission expires: 8/1/92