

RIVER CREEK
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS,
AND BYLAWS

James C. Praley
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21060
410/760-5000

RIVER CREEK**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS****Table of Contents**

	<u>Page</u>
Explanatory Statements	1
ARTICLE I - Definitions	2
Section 1. "Association"	2
Section 2. "Bylaws"	2
Section 3. "Builder"	2
Section 4. "Common Areas"	2
Section 5. "Lot"	2
Section 6. "Owner"	2
Section 7. "Property" or Properties"	2
ARTICLE II - Property Rights	2
Section 1. Owners' Easements and Enjoyment.	2
Section 2. Delegation of Use.	3
ARTICLE III - Membership and Voting Rights	3
Section 1. Members.	3
Section 2. Membership Classes.	3
ARTICLE IV - Covenant for Maintenance Assessments	3
Section 1. Creation of the Lien and Personal Obligation for Assessments.	3
Section 2. Purpose of Assessments.	4
Section 3. Maximum Annual Assessment.	4
Section 4. Special Assessments for Capital Improvements.	4
Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.	4
Section 6. Uniform Rate of Assessment.	5
Section 7. Date of Commencement of Annual Assessments	5
Section 8. Effect of Nonpayment of Assessments	5
Section 9. Subordination of the Lien to Mortgages.	5
Section 10. Exempt Property.	5

ARTICLE V - Architectural Control	6
Section 1. Review Required.	6
Section 2. Items Subject to Review.	6
Section 3. Criteria.	6
Section 4. Expiration of Approval.	6
Section 5. Violation	7
Section 6. Right of Inspection.	7
Section 7. Declarant and Builder Exempt.	7
ARTICLE VI - Use Restrictions	8
Section 1. Permitted Uses.	8
Section 2. Improvements.	8
Section 3. Fences.	8
Section 4. Clotheslines.	8
Section 5. Lighting and Wiring; Antennae.	8
Section 6. Swimming Pools.	9
Section 7. Storm Doors.	9
Section 8. Vehicles; Garage Doors.	9
Section 9. Noxious Activities; Nuisances.	9
Section 10. Signs.	10
Section 11. Animals.	10
Section 12. Trash; Rubbish.	10
Section 13. Clearing ; Grading	10
Section 14. Forest Conservation Easement; Wetland Buffer; Stream Buffer; etc.	10
Section 15. Maintenance of Property.	11
Section 16. Ownership of Open Space; Recreation Areas.	11
Section 17. Miscellaneous.	11
ARTICLE VII - Easements	12
ARTICLE VIII - General Provisions	12
Section 1. Grades and Slopes.	12
Section 2. Enforcement.	12
Section 3. Separability.	12
Section 4. Amendment.	12
Section 5. Annexation.	13
Section 6. Deeds of Trust.	13
Section 7. Non-Applicability to Other Property.	13

EXHIBIT A – Bylaws of Association

RIVER CREEK

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration"), dated this 7th day of July, 2006, by RIVER CREEK, INC., a Maryland corporation (the "Declarant").

Explanatory Statements

River Creek, Inc. is the fee simple owner and developer of the residential subdivision situate in Anne Arundel County, Maryland known as "River Creek, Section One" ("Section One"), consisting of all of the land shown on the Subdivision Plats entitled "A Resubdivision of River Creek, Section 1", which Plats are recorded among the Land Records of said County in Plat Book 274, pages 37 and 38 (the "Section One Plats").

The Declarant has previously executed and recorded a Declaration of Covenants, Conditions, Restrictions and Easements for River Creek subdivision, dated February 23, 2004, and recorded among the Land Records of Anne Arundel County at Liber 14474, folio 281, *et seq.* (the "Original Declaration"). The Original Declaration, in part, establishes the authority, and sets forth the responsibilities, of the River Creek Homeowners Association, Inc.

By the execution, acknowledgment and recordation of this declaration (the "Declaration"), the Declarant intends to subject the building lots in Section One (the "Lots") to the amended and restated covenants, conditions, restrictions and easements set forth below, which are for the purpose of protecting the value and desirability of the Property and the Lots.

Declaration

NOW, THEREFORE, the Declarant declares that the Lots and other properties in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, 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 described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IMP FD SURE \$ 20.00
RECORDING FEE 75.00
TOTAL 95.00
Rcpt # 69612
Blk 4 329
01:36 PM

2006-07-07 14:36

ARTICLE I Definitions

Section 1. **"Association"** shall mean and refer to River Creek Homeowners Association, Inc., a Maryland non-stock corporation, its successors and assigns.

Section 2. **"Bylaws"** shall mean the initial bylaws of the Association, a copy of which is attached hereto as Exhibit A.

Section 3. **"Builder"** shall mean any recognized homebuilder to which the Declarant may sell any Lot for the construction of a dwelling unit thereon.

Section 4. **"Common Areas"** shall mean all real property (including the improvements thereto), if any, owned by the Association, or with respect to which it is a licensee, or grantee or beneficiary of an easement, for the common use and enjoyment of the Owners.

Section 5. **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties intended for development as a single family building lot.

Section 6. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. **"Property"** or **"Properties"** shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II Property Rights

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and rights to use of the recreational facilities by an owner for any period during which any assessment against their Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Areas and facilities to the members of their family, their tenants, or contract purchasers who reside on the property.

ARTICLE III **Membership and Voting Rights**

Section 1. Members. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Membership Classes. The Association shall have two classes of voting membership:

(a) Class A - Class A members shall be all Owners with the exception of the Declarant and Builder, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B - Class B members shall be the Declarant and Builder and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(ii) on December 31, 2010.

ARTICLE IV **Covenant for Maintenance Assessments**

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (a) annual assessments or charges ("Annual Assessments"); and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided ("Special Assessments").

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of any Common Areas, including any entrance sign or other improvements, including landscaping, which may be erected or installed at the entrance to the Properties.

Section 3. Maximum Annual Assessment.

(a) Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the minimum Annual Assessment with respect to each Lot shall be Four Hundred Dollars (\$400.00) and the maximum annual assessment shall be Seven Hundred Dollars (\$700.00).

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than ten (10%) above the maximum Annual Assessment for the previous year without a vote of the membership.

(c) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above the maximum percentage 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.

(d) The Board of Directors may not fix the Annual Assessment at an amount in excess of the maximum permitted without the approval of the members as aforesaid. The Association, at the election of the Board of Directors, may collect the Annual Assessments annually, semi-annually, or in quarterly or monthly installments.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto; provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of

proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected in an annual, semi-annual, quarterly or monthly installments, in the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments and Special Assessments provided for herein shall commence as to each Lot on the date that a Certificate of Occupancy is issued with respect to the dwelling to be constructed on such Lot. The first Annual Assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest from the due date at the rate of eighteen (18.0%) per annum. The Association may (a) bring an action at law against the Owner personally obligated to pay the same, (b) enforce the lien pursuant to the Maryland Contract Lien Act, Title 14, Subtitle 2 of the Real Property Article, Annotated Code of Maryland, or (c) foreclose the lien against the property under the appropriate provisions of the Annotated Code of Maryland and the Maryland Rules of Procedure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No voluntary sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority; and,

- (b) the Common Areas.

ARTICLE V

Architectural Control

Section 1. Review Required. No building, fence, wall, swimming pool or other structure, driveway, sidewalk, mailbox, landscaping or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, wherein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, elevation and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Review Committee (the "ARC") composed of three (3) individuals who shall be appointed by the Declarant until such time as construction of homes in the Subdivision (and any additions thereto) terminates, and thereafter by the Board of Directors of the Association. In the event that the ARC fails to approve or disapprove such design and location within forty five (45) days after said plans and specifications, in appropriate form, have been submitted to it, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Items Subject to Review. The ARC shall have the specific authority to review and approve the following types of improvements and aspects thereof:

- (a) Design;
- (b) Size;
- (c) Landscaping;
- (d) Exterior finishes, colors and style, including types of finishes and colors of brick, siding, chimney and roofing materials;
- (e) Lamp post and mailbox (including newspaper receptacles) designs, styles and colors;
- (f) Driveway and sidewalk layouts and materials;
- (g) Fence styles, materials, colors and locations; and,
- (h) Deck styles, locations, materials and colors.

Section 3. Criteria. Denial of approval by the ARC may be based upon any ground, including purely aesthetic consideration. In order to provide guidance and to expedite approvals, the ARC may from time to time promulgate lists of materials, colors, finishes and other design elements which are acceptable to the ARC.

Section 4. Expiration of Approval. Construction of improvements in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article shall commence within one hundred eighty (180) days after the date of such approval and shall be completed within twelve (12) months after the date of approval, or within such other period (whether shorter or longer) as the ARC may specify in its approval, in its sole discretion. In the event that construction is not commenced within the aforesaid 180 day period, then approval of the plans and specifications shall conclusively be presumed to have lapsed and compliance with the provisions of this Article shall again be required. Once construction of approved improvements has commenced, an Owner shall diligently pursue them to completion. After construction, all improvements shall be maintained continuously in strict conformity with the plans and specifications approved by the ARC and all applicable laws and regulations.

Section 5. Violation. If any structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefore and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Owner, such structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonable necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and, upon the failure of the Owner to pay such cost within ten (10) days after such Owner's receipt of written demand therefore from the Association, the Association may establish a lien therefore upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment item.

Section 6. Right of Inspection. Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any structure.

Section 7. Declarant and Builder Exempt. Notwithstanding anything to the contrary contained herein, any construction or development upon the Properties by the Declarant (which shall include any work performed by Declarant's agents, employees, and contractors) shall be exempt from the requirement for architectural review and approval as described herein. Additionally, the Declarant, or its assignee, shall have the sole right of architectural review and approval with respect to any improvements constructed by a Builder.

ARTICLE VI

Use Restrictions

Section 1. Permitted Uses. No Lot shall be used except for (a) residential purposes, for single family residences; (b) a sales office and storage of construction materials during the initial construction and sales period; and, (c) construction of single family dwellings for sale.

Section 2. Improvements. No building, accessory building or structure, outdoor play equipment, shed, porch or porch covering, garage, trailer, tent, driveway, back fence, hedge, screen, swimming pool, barn or other structure, either temporary or permanent, shall be allowed, constructed or altered upon any Lot or dwelling thereon without the plans and specifications of such having been approved by the ARC as to quality of workmanship, design, colors and materials and harmony of same to the project as a whole. No structure built upon any Lot shall have any part of the exterior (including front door trim) painted unless the proposed color thereof has been approved by the ARC. Any dwelling constructed by anyone other than the Declarant upon one of the Lots shall contain a minimum of Two Thousand Two Hundred (2,200) square feet of living space, after exclusion of all exterior walls, closets, furnace spaces, washer and dryer rooms, unfinished basement space, crawl space, attic space and garage or carport space.

Section 3. Fences. No fence, wall or walls or other similar type structures shall be allowed except those approved by the ARC.

Section 4. Clotheslines. No drying or airing of any clothing, bedding or similar materials shall be permitted outdoors and within or upon any Lot other than within rear yards and between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when any such day shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the times set forth herein.

Section 5. Lighting and Wiring; Antennae.

(a) Any exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

(b) (i) An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antennae (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such manner and using such trees, landscaping or other screening material, as are approved by the Architectural Review Committee, in accordance with Article II. Notwithstanding the foregoing terms of this subsection, (A) if the requirement that a Small Antennae installed on a Lot be placed in the rear of a dwelling would impair such Small Antennae's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (B) if and to the extent that the requirement that such Small Antennae be screened would result in any such impairment, such

approval shall be on terms not requiring such screening; and (C) if the prohibition against installing, maintaining and using more than one (1) Small Antennae would result in any such impairment, then such Owner may install on such Lot additional Small Antennae as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection.

(ii) In determining whether to grant any approval pursuant to this Section, neither Declarant, the Architectural Review Committee nor the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(iii) As used herein, (A) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, Section 1.4000, as hereafter amended; and (B) "Small Antennae" means any antennae (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such Regulation. Such antennae are currently defined thereunder as, generally, being one meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

Section 6. Swimming Pools. In-ground swimming pools shall be permitted on the Lots subject to architectural approval by the ARC. Above ground pools are expressly prohibited.

Section 7. Storm Doors. Storm doors shall be anodized aluminum and shall be painted the same color as either the door or trim of the house.

Section 8. Vehicles; Garage Doors. No campers, vans, recreational vehicles, boats, trailers or other types of non-passenger vehicles or accessories may be kept on any lot unless the same are fully enclosed within a garage. No vehicles (including trailers and campers), except as may be classified as passenger cars or station wagons, shall be regularly parked in residential areas. Garage doors to dwelling units located on any Lot shall be kept closed at all times except as may periodically be required to permit vehicular and other necessary passage, provided that immediately after such passage, the garage doors are returned to a closed position.

Section 9. Noxious Activities; Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

Section 10. Signs. During the sales period no signs may be displayed except those erected by Declarant or Builder. Thereafter, only customary "For Rent" and "For Sale" signs, not exceeding two (2) square feet in size, may be displayed.

Section 11. Animals. No animals, livestock or poultry of any kind shall be kept, raised, bred, or kept on any Lot, except that dogs, cats or other domestic household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose. Dogs and cats shall be restrained by a leash when off of the Lot owned by animal's owner.

Section 12. Trash; Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash shall be stored in closed metal containers or containers constructed of other suitable materials and trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and after 6:00 P.M. on days prior to trash collection. No garbage or trash containers shall be kept on the front or side yard of any Lot and garbage and trash containers kept or maintained in the rear yards of any Lot shall be screened from public view at all times. No incinerator shall be kept or maintained upon any Lot.

Section 13. Clearing; Grading. NO CONSTRUCTION ON ANY LOT SHALL COMMENCE UNTIL THERE EXISTS A SITE GRADING AND EROSION CONTROL PLAN APPROVED BY ANNE ARUNDEL COUNTY AND ASSOCIATED AGENCIES OF JURISDICTION CONCERNING SUCH PLANS AND THEIR APPROVAL, AND EACH SUCH PLAN SHALL LIMIT CLEARING TO THE AREA OF EACH LOT REQUIRED TO BE CLEARED TO ALLOW FOR ACCESS, SEPTIC SYSTEM, HOUSE SITE, WELL, PERMITTED ACCESSORY BUILDING(S) AND CONSTRUCTION ACCESS. The land shall be used for conservation or private residence purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, each dwelling being designed for occupation by a single family, and private garages, appurtenances and other necessary buildings, for the use of the respective owners or occupants of the property or Lots upon which such garages and other accessory buildings are erected. Except for removal of diseased or dead trees or debris in existing wooded areas, or the removal of obnoxious weeds, no clearing of the Property or Lots shall be done by any owner thereof except in conformance with the approved grading and erosion control plans for the site. With the exception of dying or decaying trees, no trees may be cut or removed without prior written consent of the ARC. Forest and ground cover which are noted to remain beyond the Limit of Disturbance established by the Forest Conservation Plan and Final Development Plan on file at the Office of Planning and Zoning may only be cleared with the prior approval of the Anne Arundel County Office of Planning and Zoning and may require payment to Anne Arundel County of a fee based on the amount of area disturbed.

Section 14. Forest Conservation Easement; Wetland Buffer; Stream Buffer; Tree Maintenance; and Water Quality Easement Areas. Any portion of the Common Area or Lots designated and shown on any recorded subdivision plat of all or a portion of the Property as "Forest Conservation Area", "Wetland Buffer", "Stream Buffer", "Tree Maintenance Easement", or "Water Quality Easement Area", shall remain in a natural, undisturbed state and will not be developed or improvements erected thereupon by any Owner, unless such development and/or

improvements are approved by the Association and the County.

Section 15. Maintenance of Property. Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot.

Section 16. Ownership of Open Space; Recreation Areas. The open-space areas and recreation areas designated on the Plat are hereby dedicated to and for the use of the owners of the Lots and shall be deeded to the Association in compliance with the provisions of Article 17, Section 3-506 (e) of the Anne Arundel County Code and shall be owned and maintained by the Association in accordance with these covenants.

Section 17. Miscellaneous.

(a) Bedsheets, plastic sheets, newspapers, or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot, either permanently or temporarily.

(b) Children's play and similar equipment shall not be allowed to remain overnight within any front yard of any Lot or within the Common Areas. No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the front or sides of any dwelling.

(c) No equipment or machinery, including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling, shall be stored in the front or side yard of any Lot.

(d) No decorative lawn ornament, no structure of a temporary character or nature, and no trailer, tent, shack, barn, pen, kennel, run, stable, shed or other building shall be erected, used or maintained on any Lot without the prior written approval of the ARC, as provided herein.

ARTICLE VII

Easements

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the Plat of the Subdivision or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress. The Declarant and Builder shall have (and the Declarant and Property Owners hereby establish) an easement for the purpose of ingress and egress to all Lots which shall remain in effect until three (3) years after the completion of the last of the dwellings to be constructed on the Lots for purposes of installing and maintaining any utilities and drainage facilities, correcting drainage and other construction problems that may have occurred, re-grading of Lots and otherwise reconfiguring the topography of each of the Lots. Each Owner, by its acceptance of the title to a Lot subject to this Declaration hereby agrees, at the request of the Declarant, to join in and execute such easements, grading and site plan revisions and other documents as may reasonably be required to effect such installations, corrections and/or changes.

ARTICLE VIII

General Provisions

Section 1. Grades and Slopes. There is expressly reserved unto the Declarant, its successors and assigns, the sole and exclusive right to establish grades and slopes (including surface and subsurface drainage) on all unsold and unimproved lots, and to fix the grade at which any dwelling or other structure shall hereafter be erected or placed thereon so that the same shall conform to a general plan for the uniform development of the Subdivision, subject only to compliance with the regulations of public authorities having control thereof, if any, and the provisions of Article VI hereof.

Section 2. Enforcement. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Separability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an

instrument signed by seventy five percent (75%) of each class of members. Notwithstanding, and in addition to, any other provision of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, the Declarant shall have the right, and hereby reserves the sole right and authority, to be exercised in its sole discretion without the consent of any other person, at any time and from time to time while it owns any Class B membership, if so required by the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency, to amend, modify or add to the provisions of this Declaration, and the other documents and instruments relating to the Association or the Property as need therefore be made. Such right also is reserved to comply with the requirements of any lender or title insurance company, provided such amendments, modifications or additions made pursuant to the requirements of any lender or title insurance company do not adversely or materially affect the interests in the Property of the Owners or mortgagees of any Lots. Any such amendments, modifications of, or additions to this Declaration by the Declarant shall be effective on the date specified in the written instrument effecting the same, if any, or, if none, on such date as the instrument is recorded among the Land Records for the jurisdiction in which this Declaration is recorded.

Section 5. Annexation. Additional residential property and Common Areas may be annexed to the Properties by the Declarant, without the necessity for consent by the Association, or any of the Owners, for a period of time expiring ten (10) years from the date hereof, by the filing of an Amended Declaration for that purpose, and such property and/or lots shall be treated in the same manner as the Lots subject to this Declaration.

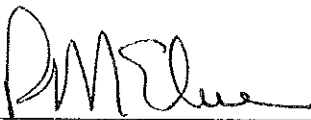
Section 6. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean a deed of trust where such security instrument is used in lieu of or instead of a mortgage.

Section 7. Non-Applicability to Other Property. The covenants, conditions and restrictions and easements set forth herein shall apply only to the property described hereinabove, and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns unless expressly annexed.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on its behalf, by its duly authorized officer, as of the day and year first written above.

WITNESS/ATTEST:

RIVER CREEK, INC.
a Maryland corporation




By:

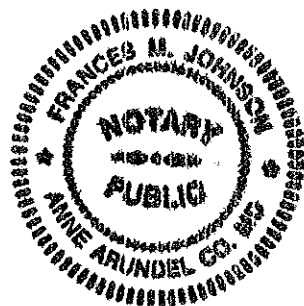
Gary W. Koch, President

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of July, 2006, before me, a Notary Public of the State of Maryland, personally appeared GARY W. KOCH, personally known to me (or satisfactorily proven), who acknowledged himself to be the President of River Creek, Inc., a Maryland corporation (the "Company"), and that he, as such Officer, being authorized to do so, executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing the name of the Company by himself as President.

WITNESS my hand and Notarial Seal.



Frances M. Johnson
Notary Public
My Commission Expires: 5-1-2009

I HEREBY CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

James C. Praley

After recordation, please return to:

James C. Praley, Esq.
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
Post Office Box 1330
Glen Burnie, Maryland 21060

EXHIBIT A**BYLAWS****OF****RIVER CREEK HOMEOWNERS ASSOCIATION, INC.****Table of Contents**

	<u>Page</u>
ARTICLE I - Name, Principal Office	1
ARTICLE II - Definitions	1
Section 1. "Association"	1
Section 2. "Common Area"	1
Section 3. "Declarant"	1
Section 4. "Declaration"	1
Section 5. "Lot"	1
Section 6. "Member"	1
Section 7. "Owner"	1
Section 8. "Property" or "Properties"	2
ARTICLE III - Meetings of Members	2
Section 1. Annual Meeting	2
Section 2. Special Meetings	2
Section 3. Notice of Meetings	2
Section 4. Quorum	2
Section 5. Proxies	2
ARTICLE IV - Board of Directors, Selection, Term of Office	2
Section 1. Number	2
Section 2. Term of Office	3
Section 3. Removal	3
Section 4. Compensation	3
Section 5. Action Taken Without a Meeting	3

ARTICLE V - Nomination and Election of Directors	3
Section 1. Nomination	3
Section 2. Election	4
ARTICLE VI - Meetings of Directors	4
Section 1. Regular Meetings	4
Section 2. Special Meetings	4
Section 3. Quorum	4
ARTICLE VII - Powers and Duties of the Board of Directors	4
Section 1. Powers	4
Section 2. Duties	4
ARTICLE VIII - Officers and Their Duties	5
Section 1. Enumeration of Officers	5
Section 2. Election of Officers	5
Section 3. Term	5
Section 4. Special Appointments	5
Section 5. Resignation and Removal	6
Section 6. Vacancies	6
Section 7. Multiple Offices	6
Section 8. Duties	6
ARTICLE IX - Committees	7
ARTICLE X - Books and Records	7
ARTICLE XI - Assessments	7
ARTICLE XII - Amendments	7
Section 1. By Members	7
Section 2. Conflicts	7

BYLAWS
OF
RIVER CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Name, Principal Office

The name of the Corporation is River Creek Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 2661 Riva Road, Suite 220, Annapolis, Maryland 21401, but meetings of members and directors may be held at such place or places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1. "Association" shall mean and refer to River Creek Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, in accordance with the Declaration.

Section 3. "Declarant" shall mean and refer to the Declarant named in the Declaration, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 4. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Properties and intended to be recorded among the Land Records of Anne Arundel County, Maryland, to which a copy of these Bylaws is attached as an Exhibit.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to those parties entitled to membership as provided in the Declaration.

Section 7. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. **“Property” or Properties** shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Restrictions and Easements, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III Meetings of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors, or upon written request of the members who are entitled to vote twenty-five percent (25%) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the Secretary or person authorized to call the meetings, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty five percent (25%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of their Lot.

ARTICLE IV Board of Directors, Selection, Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of no less than three (3) nor more than five (5) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect at least three (3) and no more than five (5) directors for a term of one year and at each annual meeting thereafter the members shall elect directors for a like term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval or consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number or vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by twenty five percent (25%) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and,

(ii) send written notice of assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and,

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner, resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may select such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the

Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) The President shall preside at all meetings of the Board of Directors; shall see that order and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The Vice-President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

(c) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

(d) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

ARTICLE IX

Committees

The Association shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18.0%) per annum, and the Association may (a) bring an action at law against the Owner personally obligated to pay the same; (b) enforce the lien pursuant to the Maryland Contract Lien Act, Title 14, Subtitle 2 of the Real Property Article, Annotated Code of Maryland; or (c) foreclose the lien against the property under the appropriate provisions of the Annotated Code of Maryland and the Maryland Rules of Procedure. Interest, costs of collection and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their lot.

ARTICLE XII

Amendments

Section 1. By Members. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. By Declarant. Notwithstanding, and in addition to, any other provision of these Bylaws, the Declaration, the Articles of Incorporation, and the Rules and Regulations, the Declarant shall have the right, and hereby reserves the sole right and authority, to be exercised in its sole discretion without the consent of any other person, at any time and from time to time while it owns any Class B membership, if so required by the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency, to amend, modify or add to the provisions of these Bylaws Declaration, and the other documents and instruments relating to the Association or the Property as need therefor be made. Such right also is reserved to comply with the requirements of any lender or title insurance company, provided such amendments, modifications or additions made pursuant to the requirements of any lender or title insurance company do not adversely or materially affect the interests in the Property of the Owners or mortgagees of any Lots. Any such amendments, modifications of, or additions to these Bylaws by the Declarant shall be effective on the date specified in the written instrument effecting the

same, if any, or, if none, on such date as the instrument is recorded among the Land Records for the jurisdiction in which these Bylaws are recorded.

Section 3. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

After recording, please return to:

James C. Praley, Esq.
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060

RIVER CREEK**AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**
(Annexing Section 2)

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, dated February 27, 2007, by **RIVER CREEK, INC.**, a Maryland corporation (the "Declarant" or "Developer"), and **MR DEVELOPMENT LIMITED PARTNERSHIP**, a Maryland limited partnership (the "Property Owner").

Explanatory Statements

The Declarant is the developer of the residential subdivision known as "River Creek, Section One" (the "Subdivision"), consisting of all of the land shown on the Subdivision Plats recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 274, Pages 37 and 38 (Plats Nos. 14263 and 14264) (the "Section 1 Plats").

The Declarant has previously executed and recorded an Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Subdivision, dated July 7, 2006, and recorded among the Land Records of Anne Arundel County at Liber 18106 folio 123, *et seq.* (the "Declaration"). The Declaration, in part, establishes the authority, and sets forth the responsibilities, of the River Creek Homeowners Association, Inc.

The Property Owner is the fee simple owner of certain real property adjacent to the property comprising the Subdivision. The Declarant and Property Owner have now caused to be prepared, approved, executed and recorded certain Plats, entitled "River Creek, Section Two, Revised", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 279, Pages 22 through 24, inclusive (Plats Nos. 14498 through 14500) (the "Section 2 Plats").

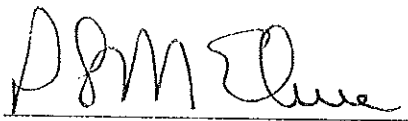
Article VIII, Section 5 of the Declaration provides, in part, that additional residential properties may be annexed to the Properties by the Declarant without the necessity for consent by the Homeowners Association or any of the owners of the Lots in the Subdivision for a period of time expiring ten (10) years from the date of the Declaration. By this Amended Declaration the Declarant intends to so annex additional property and the Property Owner evidences its consent to the annexation.

NOW, THEREFORE, River Creek, Inc., in the exercise of its rights under the Declaration, hereby declares that all of the property shown on the Section 2 Plats, be and is hereby annexed into the River Creek Homeowners Association, Inc., and is and shall be subject to all terms, conditions and provisions of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements dated July 7, 2006 and recorded among the Land Records of Anne Arundel County in Liber 18106, folio 123, as if fully recited and set forth herein.

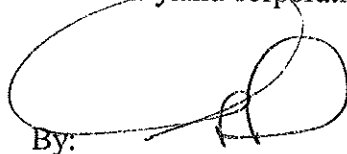
MR Development Limited Partnership joins in this Amended Declaration for the purpose of evidencing its consent to the annexation of the property depicted on the Section 2 Plats into the River Creek Homeowners Association, Inc.

IN WITNESS WHEREOF, the Declarant and Property Owner have each caused this Amended Declaration to be executed on its behalf, as of the day and year first above written.

WITNESS/ATTEST:

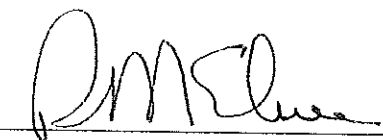
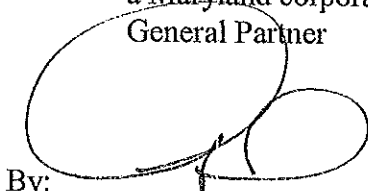


RIVER CREEK, INC.
a Maryland corporation


By: _____ (SEAL)
Gary W. Koch, President

MR DEVELOPMENT LIMITED
PARTNERSHIP

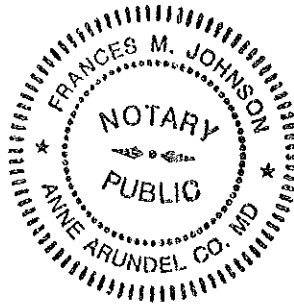
BY: KOCH PROPERTY MANAGEMENT, INC.
a Maryland corporation
General Partner



By: _____ (SEAL)
Gary W. Koch, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27 day of FEBRUARY, 2007, before me, a Notary Public of the State of Maryland, personally appeared GARY W. KOCH, personally known to me (or satisfactorily proven), who acknowledged himself to be the President of RIVER CREEK, INC. (the "Corporation"), and that he, being authorized to do so, executed the foregoing instrument on behalf of the Corporation, for the purposes therein contained, by signing the name of the Corporation by himself as President.

WITNESS my hand and Notarial Seal.

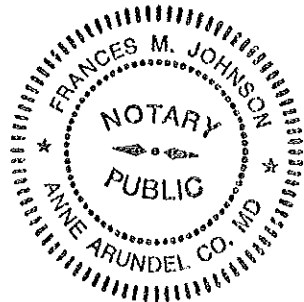


Frances M. Johnson
Notary Public
My Commission Expires: 5-1-2009

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

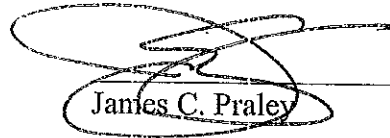
I HEREBY CERTIFY that on this 27 day of FEBRUARY, 2007, before me, a Notary Public of the State of Maryland, personally appeared GARY W. KOCH, personally known to me (or satisfactorily proven), who acknowledged himself to be the President of KOCH PROPERTY MANAGEMENT, INC. (the "Corporation"), and that he, as such Officer, being authorized to do so, executed the foregoing instrument on behalf of the Corporation, acting in its capacity as General Partner of MR DEVELOPMENT LIMITED PARTNERSHIP, for the purposes therein contained, by signing the name of the Corporation by himself as President.

WITNESS my hand and Notarial Seal.



Frances M. Johnson
Notary Public
My Commission Expires: 5-1-2009

I HEREBY CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.



James C. Praley

After recordation, please return to:

James C. Praley, Esq.
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
Post Office Box 1330
Glen Burnie, Maryland 21060