

NOTE: This is a retyping of the official FIRST AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. The original documents are located at the Maryland State Department of Assessments and Taxation.

The purpose of this retyping was so that it would be available on a PC for searching through the document using key phrases to locate pertinent information. The accuracy of the retyping cannot be guaranteed. Readers of this document should also have in their possession a copy of the original document for use in checking accuracy of this document. This document is being designed for ease of reading and researching only. It does not in any way replace the original document on file in Maryland.

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

This First Amendment to the Amended Declaration of Covenants, Conditions and Restrictions (this "First Amendment") is set forth this 16th day of November, 1995, by Potomac Frederick, L.L.C., a Delaware limited liability company (hereinafter "Declarant"). All capitalized terms not otherwise defined herein shall have the meaning assigned them in the Amended Declaration (as that term is defined in the recital below).

RECITALS

WHEREAS, Westwinds Limited Partnership, a Maryland limited partnership ("Westwinds LP"), was the owner of certain real property located in the Lake Linganore Planned Unit Development, Frederick County, Maryland and, as declarant under the Maryland Homeowners Association Act, imposed certain covenants, conditions and restrictions upon such real property by its execution and recordation of a certain Amended Declaration of Covenants, Conditions and Restrictions (including the exhibits thereto) dated December 2, 1992 (the "Amended Declaration"), a copy of which is recorded in Book 1844 at Page 825 of the Land Records;

WHEREAS, Westwinds LP subsequently assigned its rights as declarant under the Amended Declaration to Alex J. Bourelly and R. Glen Ayers, Jr. by a certain Assignment of Declarant Rights dated February 10, 1995, and recorded in Book 2076, Page 785, among the Land Records;

WHEREAS, Alex J. Bourelly and R. Glen Ayers, Jr. assigned their rights as declarant under the Amended Declaration to Declarant by a certain Assignment of Declarant Rights dated April 28, 1995, and recorded in Book 2095, Page 959, among the Land Records;

WHEREAS, Declarant certifies that less than three hundred (300) Residential Units are located within the Properties as of the date hereof, and Declarant wishes to amend the Amended Declaration pursuant to its authority to amend same as set forth in Section 2 of Article VIII of the Amended Declaration; and

WHEREAS, the Declarant desires to subject to the Amended Declaration (as amended by this First Amendment) additional land constituting a part of Lake Linganore Planned Unit Development and the Project, a legal description for which is attached hereto as Exhibit A-2, and accordingly to amend the Amended Declaration pursuant to its authority to amend same as set forth in Section 2 of Article IV of the Amended Declaration.

NOW, THEREFORE. Declarant does hereby modify and amend the Amended Declaration as follows, effective upon recording this First Amendment in the Land Records of Frederick County, Maryland:

1. Section 1 of Article I of the Amended Declaration is hereby amended and restated as follows:

Section 1. “Amended Declaration” shall mean and refer to this Amended Declaration of Covenants, Conditions and Restrictions dated December 2, 1992, as amended by the First Amendment to Amended Declaration of Covenants, Conditions and Restrictions dated November 16, 1995, and as further amended from time to time in accordance with Article IV, Section 2 or Article VIII, Section 2 as well as any exhibits or schedules attached thereto and recorded in the Land Records.

2. Section 4 of Article I of the Amended Declaration is hereby amended and restated as follows:

Section 4. “Common Area” shall mean (a) all real property, including all related improvements and fixtures, now or hereafter owned or leased by the Association or to the extent otherwise under the control of the Association by easement license or other property right held by the Association for the common use and enjoyment of the Class A Members of the Association, and (b) all real property including all related improvements and fixtures now or hereafter lying within any street right-of-way shown upon any recorded subdivision plat of the Properties or other subdivision plat recorded in the Plat Records and required for access to any part of the Properties from a public road whether now or hereafter owned by Frederick County, the Association, the Lake Linganore Association or Declarant, subject to the rights and obligations of Frederick County or of the owner thereof if other than the Association.

3. Section 6 of Article I of the Amended Declaration is hereby amended and restated as follows:

Section 6. “Community-Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing in the Project or any applicable portion of the Project. It is acknowledged that a different Community-Wide Standard may apply to the portion of the Project described on Exhibit A-1 than to the portion of the Project described on Exhibit A-2, and any differences in the Protective Land Use Standards applicable to any particular portion of the Project shall be taken into account. Any such standard may be more specifically determined and set forth by the Environmental Control Committee (as such term is defined in Article VI). Any reference in the Amended Declaration to the Community-Wide Standard of the Project shall refer to the Community-Wide Standard applicable to that portion of the Project in which the subject Improved Lot or Vacant Lot lies.

4. Section 7 of Article I of the Amended Declaration is hereby amended and restated as follows:

Section 7. “Declarant” shall mean and refer to Potomac Frederick, L.L.C., a Delaware limited liability company, and its successors and assigns to whom any or all of the special rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in a written instrument. A deed of conveyance without the express written transfer of any such rights of the Declarant shall not be considered a written instrument as set forth herein.

5. Section 17 of Article I of the Amended Declaration is hereby amended and restated as follows:

Section 17. “Properties” shall mean and refer to the real property described on EXHIBIT A attached hereto (made up of EXHIBIT A-1 and EXHIBIT A-2) and by this reference incorporated herein and made a part hereof and shall further refer to such additional parcels of land as may hereafter be subject to the Amended Declaration by an amendment thereto made in accordance with Section 2 of Article IV of the Amended Declaration.

6. Article I of the Amended Declaration is hereby amended by adding the following new Sections 22, 23, 24, 25 and 26:

Section 22. “Lake Linganore” shall mean the Lake Linganore Planned Unit Development, as defined from time to time by the relevant authorities of Frederick County, Maryland.

Section 23. “Lake Linganore Association” shall mean the Lake Linganore Association, Inc., a Maryland non-profit, non-stock corporation, and its successors and assigns.

Section 24. “Land Records” shall mean the Land Records of Frederick County, Maryland.

Section 25. “Plat Records” shall mean the Plat Records of Frederick County, Maryland.

Section 26. “CPI Factor” for any given assessment year shall be the average of the September, Consumer Price Index for all Urban Consumers (CPI-U) for Baltimore, MD and for Washington, DC-MD-VA, using the 1982-4=100 base reference, which is currently published by the United States Bureau of Labor Statistics.

7. Section I of Article II of the Amended Declaration is hereby amended and restated as follows:

Section I. Association's Responsibility

A. The Association in accordance with the best interests of its members, shall be responsible (a) for maintaining all of the Common Area or for ensuring that any party with primary responsibility for the maintenance of any portion of the Common Area (including, without limitation, the Lake Langanore Association) maintains such Common Area in accordance with its obligations to do so and (b) for performing the duties of the Association set forth in the Amended Declaration. Notwithstanding any provision in the Amended Declaration to the contrary, Declarant shall have no duty to maintain any of the Common Area not owned by Declarant and shall have no duty to maintain any of the Common Area owned by Declarant beyond the duties imposed by common law or statute on Declarant as the owner of such Common Area.

B. The Association may, in the discretion of the Board of Directors, assume any maintenance responsibility for all of the Improved Lots upon the written request therefor or approval by a majority of the Owners and all costs of such maintenance assumed by the Association shall be assessed against all of the Owners as part of the general assessments of the Class A Members pursuant to Article V, Section 1(A)(1). Any maintenance responsibility assumed by the Association for all of the Improved Lots shall be deemed to be provided equally to each Owner when an equal good or service is made available to each Owner even if such Owner refuses or fails to accept such offered good or service. The Association may, in the discretion of the Board of Directors assume any maintenance responsibility for some, but not all, of the Improved Lots upon the written request therefor by the Owner of the Improved Lot to which such service is provided, and all costs of such maintenance assumed by the Association shall be assessed against those Owners owning the Improved Lots to which such maintenance services are being provided, as part of the parcel assessments that may be levied against Improved Lots pursuant to Article V, Section 2(B). The Association may enter into a written agreement with a majority of the Owners or any requesting Owners, as applicable, regarding the nature and extent of the maintenance services and/or goods to be provided to applicable Improved Lots pursuant to this Subsection B, but no oral agreement regarding same shall be within the authority of the Association or binding on the Association.

C. The Association may, in the discretion of the Board of Directors, assume any maintenance responsibility for all of the Vacant Lots upon the written request therefor or approval by a majority of the Vacant Lot Owners, and all costs of such maintenance assumed by the Association shall be assessed against all of the Vacant Lot Owners as part of the general assessments of the Vacant Lot Owners pursuant to Article V, Section 1(A)(1). Any maintenance responsibility assumed by the Association for all of the Vacant Lots shall be deemed to be provided equally to each Vacant Lot Owner when an equal good or service is made available to each Vacant Lot Owner even if such Vacant Lot Owner refuses or fails to accept such offered good or service. The Association may, in the discretion of the Board of

Directors, assume any maintenance responsibility for some, but not all, of the Vacant Lots upon the written request therefor by the Vacant Lot Owner of the Vacant Lot to which such service is provided, and all costs of such maintenance assumed by the Association shall be assessed against those Vacant Lot Owners owning the Vacant Lots to which such maintenance services are being provided, as part of the parcel assessments that may be levied against Vacant Lots pursuant to Article V, Section 2(B). The Association may enter into a written agreement with a majority of the Vacant Lot Owners or any requesting Vacant Lot Owners, as applicable, regarding the nature and extent of the maintenance services and/or goods to be provided to applicable Vacant Lots pursuant to this Subsection C, but no oral agreement regarding same shall be within the authority of the Association or binding on the Association.

8. Section 2(B) of Article V of the Amended Declaration is hereby amended and restated as follows:

B. Parcel assessments may be levied against Improved Lots or Vacant Lots benefited by goods or services provided to such specific areas in accordance with Article II, Section I, which goods and services are not equally provided (whether or not accepted) to all Improved Lots or Vacant Lots within the Properties. Parcel assessments shall be uniform as to all Improved Lots or Vacant Lots benefited by the goods or services; provided, however, that any such assessments for lawn or landscaping maintenance services (i) shall be uniform for Improved Lots of a similar type, size and landscaping plan, but may otherwise vary by groupings based on the type, size and landscaping plan of the Improved Lot, and (ii) shall be uniform for Vacant Lots of a similar size and number and nature of restrictive improvements or geographic features, but may otherwise vary by groupings based on the size of, and nature and number of restrictive improvements and geographic features on or immediately adjacent to, such Vacant Lot. Decisions regarding (i) the type and extent of any service or good to be provided to any Improved Lot or Vacant Lot and (ii) the parcel assessments to be paid by any Class A Members and/or Vacant Lot Owners, shall be made at the reasonable discretion of the Board of Directors, subject to any limitations imposed by any written agreement reached with the respective group of Class A Members or Vacant Lot Owners pursuant to Article II, Section 1.

9. Section 4 of Article V of the Amended Declaration is amended and restated as follows:

4. Maximum General Assessments. For the 1996 assessment year only, the maximum general assessment payable to the Association for Improved Lots to which a Class A membership is appurtenant shall not exceed the amount of Three Hundred Fifty Dollars (\$350) per Improved Lot for the 1996 assessment year, and the maximum general assessment payable to the Association for Vacant Lots shall not exceed the amount of Sixty Dollars (\$60) per Vacant Lot for the 1996 assessment year. Following the 1996 assessment year, the maximum general assessment cap imposed by this Section 4 shall not be applicable, and the Board of Directors may

increase the general assessment owed to the Association for Improved Lots and Vacant Lots for the 1997 assessment year and any subsequent assessment year over the amount charged in the prior year, subject only to the limitations imposed in Section 5. Nothing contained in this Section 4 shall limit or affect the ability of the Association to levy special assessments in any amount in accordance with Section 2(A) of this Article or parcel assessments in any amount in accordance with Section 2(B) of this Article.

10. Section 5(A) of Article V of the Amended Declaration is amended and restated as follows:

A. From and after January 1, 1997, the general assessments for all Class A Members and for all Vacant Lot Owners payable to the Association as provided in this Article may be increased by the Board of Directors of the Association, without a vote of the Class A members and without the approval of the Vacant Lot Owners, by an amount equal to ten percent (10%) of the general assessment for the previous assessment year for Improved Lots and Vacant Lots, as applicable, plus a percentage of the general assessment for the previous year for Improved Lots and Vacant Lots, as applicable, equal to the amount by which the CPI Factor for the prior assessment year is in excess of 154, plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items in assessment year 1995 divided by the total number of Improved Lots and Vacant Lots within the Properties that are subject to the payment of general assessments for such assessment year as of the first day of such year.

11. Sections 5(B) and (C) Article V of the Amended Declaration are amended to change the reference to "1995" to "1997."

12. Section 10 of Article V of the Amended Declaration is amended to delete the second sentence of Section 10, which concerns lawn maintenance assessments.

13. Section 1(B) of Article VI of the Amended Declaration is amended and restated as follows:

B. It shall be prohibited for any Owner or Vacant Lot Owner to undertake (i) any construction or installation, which term shall include, in addition to the actual erection of a Residential Unit and its appurtenances and other structures, improvements and fixtures, any staking, clearing, excavation, grading, tree planting or removal (other than replacement or removal of dead trees), or (ii) any modification, change or alteration of a Residential Unit or other material structure or improvement, whether functional or decorative; except in strict compliance with this Article VI, and until the approval of the Environmental Control Committee has been obtained.

14. Article VI of the Amended Declaration is hereby amended by adding the following new Subsection (E):

E. In granting or denying its approval for any matter within its jurisdiction, the ECC shall consider the Community-Wide Standard applicable to the Project as a whole and the particular portion of the Project in which the applicable Improved Lot or Vacant Lot lies, which may vary.

15. The Amended Declaration is hereby amended to add a new Article XI immediately following the existing Article X, which new Article XI will read as follows:

**ARTICLE XI  
RELATION TO LAKE LINGANORE ASSOCIATION**

Section 1. History of Lake Linganore

A. By Agreement dated November 1, 1968 between Frederick County Planning and Zoning Commission (the "Commission"), Board of County Commissioners of Frederick County (the "County") and Linganore Corporation (a prior owner of the Project), a copy of which is recorded in Book 795 at Page 710 of the Land Records, Linganore Corporation was given permission by the Commission and the County to develop the Project as a part of "Lake Linganore at Eaglehead." This agreement created rights to build and construct proposed lakes and dams and streets and highways within Lake Linganore and, more particularly, Lake Linganore at Eaglehead which will be privately owned and maintained and which may be conveyed to a homeowners association and thereby relieve Linganore Corporation of its responsibilities regarding same. The Agreement also required Linganore Corporation to create a homeowners association for the purpose of operating and maintaining the common grounds and facilities not owned by the County or Linganore Corporation, the charter and covenants for which must meet the approval of the Commission. The Agreement further provides that the homeowner association covenants shall be recorded among the Land Records and be incorporated in each transfer of property within Lake Linganore at Eaglehead. The Agreement is binding upon successors and assigns of the respective parties.

B. Lake Linganore Association was created to be the homeowners association mentioned in the Agreement described in Subsection A above. By Agreement, Roads and Streets, Eaglehead dated November 1, 1968 between the Commission, the Frederick County Road Board (the "Roads Board") and Linganore Corporation, a copy of which is recorded in Book 795 at Page 707 of the Land Records, the design standards for streets and roads within Lake Linganore at Eaglehead were specified. This Agreement specifically stated that all streets, including Eaglehead Drive, will be privately owned and maintained by Lake Linganore Association, with the exception of Boyer Mill Road, Gas House Pike and the proposed north-south link in the circumferential running from I-70N to Gas House Pike.



C. A portion of the Project was subdivided by plat entitled “EAGLEHEAD, SanAndrew, Section I. Plat 1,” dated August 9, 1972, a copy of which is recorded in Plat Book 8 at Page 66 of the Plat Records (the “Original Project Plat”). By Deed dated January 9, 1973, a copy of which is recorded in Book 900 at Page 252 of the Land Records, Lot 1 created by the Original Project Plat was conveyed by Linganore Corporation to J. William Brosius subject to an attached Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property known as Eaglehead, SanAndrew, Section I. Plat 1 dated January 9, 1973 (the “Lake Linganore CCR”). The only property specifically covered by the Lake Linganore CCR is the lots and parcels covered by the Original Project Plat, all of which are within the Project, but none of which are within the Properties. The Lake Linganore CCR refers to certain powers held by Lake Linganore Association, as well as certain powers held by Eaglehead Environmental Trust Inc., which is a nonexistent entity. The Lake Linganore CCR contains many provisions that are completely inapplicable to the property covered by such document, are contradictory or are beyond comprehension as to their meaning or intent.

D. By Deed dated June 23, 1974, a copy of which is recorded in Book 991at Page 807 of the Land Records, Linganore Corporation conveyed to Lake Linganore Association, among other property, Lake Merle, Lake Marion, Lake Linganore, and all of the then platted streets and pathways within Lake Linganore at Eaglehead (designated as Parcels “A” or “B”), including, without limitation, those within the Project and shown on subdivision plats recorded in Plat Book 8, Pages 63, 65, 66 and 176 of the Plat Records (collectively, the “Common Facilities”).

E. On December 9, 1974, a Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Eaglehead dated December 6. 1974 was recorded in Book 952 at Page 530 of the Land Records against the entire project known as Lake Linganore at Eaglehead (save and excepting there from those portions heretofore sold and transferred by deed of record), which is believed to include the Project, for the purpose of requiring that all plans and specifications for improvements within such area be submitted for approval to the Board of Directors of Lake Linganore Association or an environmental control committee composed of three (3) or more representatives appointed by the Board of Directors of Lake Linganore Association (the “Lake Linganore ECC Requirements”).

F. On or about January 1970, First Mortgage Investors (“FMI”) and Phoenix Property, Inc. (“Phoenix”) lent money to Linganore Corporation that was secured by a pledge of certain notes from Linganore Corporation, which in turn were secured by the planned unit development known as Lake Linganore at Eaglehead. Linganore Corporation filed bankruptcy and, prior to completion of foreclosure proceedings by FMI and Phoenix (collectively, the “Lender”) against Lake Linganore at Eaglehead, Lake Linganore Association and the Lender entered into an Agreement between Lake Linganore Association & First Mortgage Investors dated

September 12, 1979, a copy of which is recorded in Book 1118 at Page 61 of the Land Records (the "Settlement Agreement"). Pursuant to the Settlement Agreement, the Lender agreed to execute quit claim deeds to the Association conveying those portions of the Common Facilities physically located on the portions of Lake Linganore at Eaglehead owned by the Lender and denying any claim to any other portions of the Common Facilities. The Lender also specifically acknowledged the existence of the Lake Linganore CCR and that some portions of Lake Linganore at Eaglehead that were encumbered by its deeds of trust may not have been formally subjected to the Lake Linganore CCR. Most importantly, the Lender agreed that it would, from time to time, as may be reasonably requested by the Lake Linganore Association, execute appropriate documents in recordable form to ensure that all such encumbered portions of Lake Linganore at Eaglehead be subject to the Lake Linganore CCR (as it may then be in force). Moreover, the Settlement Agreement requires the Lender to include in any contract of sale entered into with a purchaser acquiring a lot for his own use or investment, or to cause any developer or builder which acquires lots from the Lender for sale in the ordinary course of its business to include in the developer's or builder's contract of sale with such a purchaser, provisions substantially as follows:

- (i) "Purchaser hereby applies for membership in the Lake Linganore Association, Inc.";
- (ii) "BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THE DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, AND COMPLETE CHARGES AFFECTING THE REAL PROPERTY KNOWN AS LAKE LINGANORE AT EAGLEHEAD, AND AGREES TO COMPLY WITH THE SAME";
- (iii) "Purchaser will abide by and perform each of the covenants, conditions, restrictions, easements, charges and servitudes which Purchaser has received concurrently with the signing of this contract, and/or contained in the chain of title to said lot, and/or recorded in the office of the Clerk of Court of Frederick, Maryland";
- (iv) "This contract, including all addenda, terms and conditions, shall survive and continue in full force and effect beyond the date of conveyance of any or all of the real property described above".

The Lake Linganore Association agreed to accept immediate, full responsibility for all Common Facilities, other than those located in, among other areas of Lake Linganore at Eaglehead, San Andrew (which was the prior name of the Project), and agreed to accept full responsibility for all Common Facilities hereafter completed in compliance with the standards set forth in the Agreements discussed in Subsection A and B above and conveyed to the Lake Linganore Association. The Lake Linganore Association also agreed to appoint, through its Board of Directors, a separate Environmental Control Committee for each Village within Lake Linganore

at Eaglehead (which would include the Project, which is also known as Westwinds Village), and to appoint the members of such Environmental Control Committee in accordance with the majority vote of the property owners within the Village. Each Environmental Control Committee appointed by the Lake Langanore Association is required to adhere to the terms of the Lake Langanore CCR and to keep the Lake Langanore Association fully advised of all of its policies procedures, actions and decisions, and all meetings shall in all events be open to any member of the Lake Langanore Association. The Settlement Agreement is binding on successors and assigns.

G. By Agreement dated November 5, 1985 between Phoenix and the Lake Langanore Association, a copy of which is recorded in Book 1320 at Page 214 of the Land Records, clarification was added to those portions of Lake Langanore at Eaglehead that would be conveyed by quit-claim deed from Phoenix to the Lake Langanore Association. In this Agreement, Phoenix reserved the right to vacate, abandon, withdraw, or otherwise terminate all or any portion of the recorded subdivision for SanAndrew (which was the prior name of the Project) and the Lake Langanore Association agreed to join in any such action provided Phoenix conveys to the Lake Langanore Association all new streets and common walkways (Parcels "A" and "B") to be within the Project and substantially equivalent in area to any vacated streets and common walkways. The Lake Langanore Association agreed, from and after the date of such Agreement, at its own cost and expense, to maintain, carry, secure and insure all such properties to be conveyed by Phoenix, and to accept and hold all such properties for the common use, benefit and enjoyment of the Lake Langanore Association's members.

H. By Quit Claim Deed dated January 31, 1986, a copy of which is recorded in Book 1342 at Page 562 of the Land Records, Phoenix conveyed to the Lake Langanore Association the property to be conveyed, as described and subject to the same reservations, as set forth in the Settlement Agreement, including, without limitation, the platted streets and pathways within the Project (designated as Parcels "A" or "B") and shown on subdivision plats recorded in Plat Book 8, Pages 63, 64, 65, 66 and 176.

I. On August 12, 1986, Phoenix conveyed the Project to Ronald D. Hermes, who on April 18, 1989 conveyed the Project to Westwinds LP.

J. On July 12, 1990, Westwinds LP, as the declarant, executed a Supplemental Declaration of Covenants, Conditions and Restrictions, a copy of which is recorded in Book 1663 at Page 65 of the Land Records (the "Original Westwinds CCR"), which covered the Properties listed under the FIRST, SECOND, and FOURTH clauses of Exhibit A-1 attached hereto. The Original Westwinds CCR recited that such Properties had been previously subjected to the Lake Langanore CCR and that the Original Westwinds CCR would be in addition to the terms and conditions of the Lake Langanore CCR without amending or modifying the Lake Langanore CCR. Section 1 of the Original Westwinds CCR recited that

every Owner of such Properties shall, in addition to being a member of the Lake Linganore Association, be a member of the Association. The Original Westwinds CCR was signed by the Lake Linganore Association to evidence its consent agreement and acknowledgement of the terms thereof. The Original Westwinds CCR was amended four times to make certain changes and to add all of the Properties listed on Exhibit A-1 attached hereto. The amendments are recorded respectively at Book 1682, Page 6, Book 1692, Page 71, Book 1740, Page 1146, and Book 1749, Page 599 of the Land Records. Each amendment recites that Westwinds LP, as the declarant, was the owner of certain property located in Lake Linganore and previously subjected to the Lake Linganore CCR and the Original Westwinds CCR as previously amended. None of these amendments were signed by the Lake Linganore Association.

K. The Amended Declaration is an amendment and restatement of the Original Westwinds CCR, as amended. On the same date that the Amended Declaration was executed by Westwinds LP, as the declarant, Westwinds LP, as the owner of the Lots and Parcel C described on the Original Project Plat, and some or all of the then Owners or Vacant Lot Owners of the Properties listed on Exhibit A-1 executed an Amendment to Declaration of Conditions, Covenants, Restrictions, Easements and Charges for the Real Property Known as Eaglehead, SanAndrew, Section I, Plat I, a copy of which is recorded in Book 1844 at Page 797 of the Land Records (the "WW Lake Linganore CCR Amendment"). The WW Lake Linganore CCR Amendment, among other things, redefined the association and the board of directors thereunder to be the Association and the Board of Directors, rather than the Lake Linganore Association and the Lake Linganore Association Board of Directors. The WW Lake Linganore CCR Amendment also amended the assessment amounts that could be charged under the Lake Linganore CCR. The effect of the WW Lake Linganore CCR Amendment is currently the subject of a lawsuit filed by the Lake Linganore Association against the Association, Westwinds LP, and others in the Circuit Court in and for the County of Frederick, Maryland.

Section 2. Lake Linganore Association. Declarant acknowledges the general rights and duties of the Lake Linganore Association with respect to the Project, including the properties. From the date of this First Amendment forward, Declarant agrees to comply with the above recited obligations set forth in the Land Records and imposed on Declarant as the successor in title to the Project from Linganore Corporation, the Lender, Phoenix, Hermes and Westwinds Limited Partnership (as purchaser by foreclosure), subject only to the performance by the Lake Linganore Association of its obligations under the documents described in Section I of this Article. Accordingly, within a reasonable period of time following written request therefore by the Board of Directors of the Lake Linganore Association, Declarant shall record in the Land Records against all of the Properties owned by Declarant (which is all of the Properties described on Exhibit A-2 and some of the lots described on Exhibit A-1) the current version of the Lake Linganore CCR (without regard to the WW Lake Linganore CCR Amendment) that is uniformly of record throughout Lake Linganore, subject only to such modifications

as are reasonably required to clarify the terms of such document in a manner agreed to by Declarant and the Board of Directors of the Lake Langanore Association. Notwithstanding anything in this Section 2, the agreements and recognitions by Declarant set forth in this Section 2 shall have no effect on or with respect to the WW Lake Langanore CCR Amendment or any current Owner or Vacant Lot Owner of any of the Properties described on Exhibit A-1 other than Declarant and its successors and assigns.

16. Exhibit B, USE RESTRICTIONS, Paragraph 1 is amended by deleting the second sentence thereof and replacing it with the following three (3) sentences:

Generally, homes will be traditional in design and will have front elevations of brick, masonry or other materials as approved by the Environmental Control Committee from time to time. For homes with front porches, any requirement for brick or masonry can be waived and the Environmental Control Committee will approve another material. Roof shingles should be of a standard normally used on similar type housing considering the applicable Community-Wide Standard.

17. Exhibit B, USE RESTRICTIONS, Paragraph 11 is amended and restated as follows:

11. No Residential Unit may be constructed on any Vacant Lot or be constructed or exist on any Improved Lot within the Properties listed on Exhibit A-1 if it has a habitable floor area (measured from the interior exposed surface of perimeter walls), exclusive of basement levels, porches, patios, attics and garages, less than the following:

<u>TYPE OF HOME</u>	<u>SQUARE</u>
<u>FOOTAGE</u>	
Detached Homes – ½ acre and larger	
1-1/2 or 2 story	2,800
1 story	2,500
Detached Homes – 1/3 acre and larger	
up to ½ acre	
1-1/2 or 2 story	2,300
1 story	2,300
Detached Homes – less than 1/3 acre	
1-1/2 or 2 story	2,300*
1 story	2,300*
Patio Homes	
1-1/2 or 2 story	1,900
1 story	1,900
Townhomes	1,700

No Residential Unit may be constructed on any Vacant Lot or be constructed or exist on any Improved Lot within the Properties listed on Exhibit A-2 if it has a habitable floor area (measured from the interior exposed surface of perimeter walls), exclusive of basement levels, porches, patios, attics and garages, less than the following:

<u>TYPE OF HOME</u> <u>FOOTAGE</u>	<u>SQUARE</u>
Detached Homes – ¼ acre and larger	
1-1/2 or 2 story	1,900
1 story	1,900
Detached Homes – less than ¼ acre	
1-1/2 or 2 story	1,900*
1 story	1,900*
Patio Homes	
1-1/2 or 2 story	1,600
1 story	1,600
Townhomes	1,500

\* = Subject to a smaller square footage of habitable floor area as approved by the Environmental Control Committee.

18. Exhibit B, USE RESTRICTIONS, Paragraph 14 is modified to replace the words “[over one-half (1/2)-ton capacity]” in the second line of the paragraph with the words “[over one-half (1/2) ton capacity within the Properties listed on Exhibit A-1 or over one (1) ton capacity within the Properties listed on Exhibit A-2].”

19. Exhibit B, USE RESTRICTIONS, Paragraph 26 is amended by deleting the second sentence thereof and replacing it with the following sentence:

No more than a total of two (2) normal house pets may be kept on an Improved Lot or Vacant Lot within the Properties listed on Exhibit A-1, and no more than a total of two (2) normal house pets which are kept outdoors overnight or permitted to be outdoors without a leash may be kept on an Improved Lot or Vacant Lot within the Properties listed on Exhibit A-2.

In all respects other than as specifically modified above, the terms and conditions of the Amended Declaration shall remain in full force and effect. The Amended Declaration, as amended by this First Amendment, shall be binding and enforceable against the Properties in accordance with its terms.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this First Amendment this 16th day of November, 1995, to be effective upon its being recorded in the Land Records of Frederick County, Maryland.

POTOMAC FREDERICK, L.L.C.,  
a Delaware limited liability company

By: Potomac Mid-Atlantic Partners, L.P.,  
Managing Member

By: Eastern-MACO, Inc.,  
Managing General Partner

By: [Signature] (SEAL)  
Name: Sally A. Ellis  
Title: President

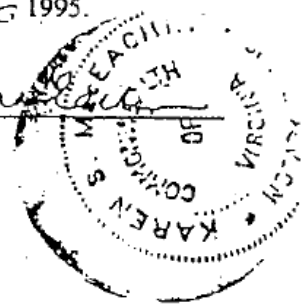


COUNTY STATE OF FAIRFAX STATE VIRGINIA COUNTY OF VIRGINIA TO WIT:

On this 16<sup>th</sup> day of November, 1995, before me, personally appeared Sally A. Ellis, known to me to be the person whose name is subscribed to this First Amendment, who acknowledged himself to be the PRESIDENT of Eastern-MACO, Inc., the Managing General Partner of Potomac Mid-Atlantic Partners, L.P., the Managing Member of Potomac Frederick, L.L.C., and that said officer, being authorized so to do, executed the foregoing first amendment on behalf and as the act of the Declarant.

GIVEN under my hand and seal this 16<sup>th</sup> day of November, 1995.

[Signature]  
NOTARY PUBLIC



My Commission Expires:  
11/30/99

CERTIFICATION

I hereby certify that I am an attorney licensed to practice law in the State of Maryland and that the foregoing instrument was prepared under my supervision.

[Signature]  
Name: JA STOUT

**EXHIBIT A-1**

All those lots or parcels of land situate, lying and being in the New Market and/or Eaglehead Election District, Frederick County, State of Maryland, being more particularly described as follows:

FIRST: Lots 82, 85, 86, 89, 90, 92, 93, 94 and 95 as shown on a subdivision plat entitled "Plat of Correction, Lots 82, 85, 86, 89, 90, 92-95 & Parcel C, Section 1A, Plat 2, WESTWINDS", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 45, page 34.

SECOND: Lots 135, 136, 137, 138, 139, 140, 141, 142, 144 and 145, Section 1A, Plat 5, West Winds, as shown on a subdivision plat entitled "Plat of Correction, Lots 135-142, Lot 144 & Lot 145, Section 1A-Plat 5, WESTWINDS", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 45, page 37.

THIRD: Lots 129 and 143 as shown on a subdivision plat entitled "EAGLEHEAD, SANANDREW, Section II, Plate 1", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 8, page 64.

FOURTH: Lots 125, 126, 127, 128, 130, 131, 146, 147, 148, 149, 150, 151 and 152, as shown on a subdivision plat entitled "Plat Of Correction, Lots 125-128, 130-131, Lots 14&152 & Revised Parcels C, Section 1A -Plat 4, WESTWINDS", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 45, page 36.

FIFTH: Lots 84, 87, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 and 121, as shown on a subdivision plat entitled "EAGLEHEAD, SANANDREW, Section II, Plat 2", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 8, page 63.

SIXTH: Lots 10, 11, 12, 13, 14 and 15, as shown on a subdivision plat entitled "Final Plat, Lots 10-15, Section 1-B, Plat 6, WESTWINDS", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 45, page 38.

SEVENTH: Lots 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, and 98, as shown on a subdivision plat entitled "Final Plat, Lots 82-98, Section 1-B, Plat 1, WESTWINDS", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 46, page 15.

EIGHTH: Lots 47, 48, 49, 50, 51 and 52, as shown on a subdivision plat entitled "Final Plat, Lots 47-52, Section 1-B, Plat 5 and Revised Parcel 'C, Section 1-A, Plat 4, "WESTWINDS", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 46, page 16.



NINTH: Lots 99 through 114, inclusive, and Lot 136 as shown on a subdivision plat entitled "Revised Final Plat, Lots 99-114 & 136, Section 1-B. Plat 2. WESTWINDS, Being Part of Parcel A, Eaglehead Country Club, as recorded in Plat Book 33. page 122", recorded among the Plat Records of Frederick County, Maryland, in Plat Book -111, page 197.

TENTH: Lots 115 through 135, inclusive, as shown on a subdivision plat entitled "Revised Final Plat, Lots 115-135, Section 1-B. Plat 3, WESTWINDS, Being Part of Parcel A, Eaglehead Country Club, as recorded in Plat Book 33, page 122", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 46, page 198.

EXHIBIT A-2

BK 2139 PG 1250



**Harris, Smariga & Associates, Inc.**

Planners/Engineers/Surveyors  
41 East All Saints Street/Frederick, MD 21701  
(301) 662-4488, FAX (301) 662-4906

EXHIBIT A-2

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**Description of Lands to be Conveyed**  
**"Section 2A Westwinds"**

All that piece or parcel of land lying approximately 500' south of Sanandrew Drive, New Market District No .9, Frederick County, Maryland. Being part of the lands conveyed by Phoenix Property, Inc., a Florida Corporation to Ronald D. Hermes by deed dated August 12, 1986 and recorded among the Land Records of Frederick county, Maryland in Liber 1357 at Folio 345 on August 15, 1986, the part of said Hermes lands to be described herein being part of Parcel A as shown on a plat of subdivision entitled "Plat of Parcels Created by Public Taking, Parcels A & B, Eaglehead Country Club" and recorded among the aforesaid Land Records in Plat Book 33, Page 122, said parcel also being part of the lands most recently conveyed by Alex J. Bourelly and R. Glen Ayers, Jr., substitute trustees, to Potomac Frederick L.L.C., a Delaware Limited Liability Company, by substitute trustees deed dated April 28, 1995, and recorded among the Land Records of Frederick County, Maryland in Liber 2095 at Folio 901, being all of Item 16, "Unplatted Land", in the aforementioned deed, and being more fully designated as part of Development Parcel 2, and also a part of that piece or parcel of ground conveyed by R. Glen Ayers and Alex J. Bourelly, substitute trustees, to Potomac Frederick L.L.C., a Delaware Limited Liability Corporation, by substitute trustees deed dated April 28, 1995, and recorded among the Land. Records of Frederick County, Maryland, in Liber 2095 at Folio 936, being more fully described in said deed as part of "Exhibit 'A', Westwinds Country Club Limited Partnership, Description of Lands to be retained for Golf course", and being more particularly described as surveyed by Harris, Smariga & Associates, Inc., as follows:

BEGINNING for the same at a point being the Northeasternmost corner of the parcel to be described herein, said point being N. 06° 35' 56" W. 376.43' form the point of beginning of the aforementioned Development Parcel 2 and also of Pledge Parcel 5 as previously described, said point being also on the Eastern right of way line of country Club Road, as previously platted and dedicated as shown on "Revised Final Plat, Lots 99-114 & 136, Sec. 1B, Plat 2, Westwinds", and as recorded in Plat Book 46 at Page 197, among the Land Records of Frederick county, Maryland, being at the end of

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Re: Description...cont.

the N. 78° 20' 29" E. 50.00' line, being also designated as point No. 297 on the aforesaid plat, thence running reversely with and binding on the Northerly right of way line of Country Club Road as previously platted and as shown on said plat the following course and distance

S. 78° 20' 29" W. 50.00' to a point on the Western right of way line of Country Club Road as previously platted, thence running with and binding on said Western right of way line the following two (2) courses and distances

S. 11° 39' 31" E. 98.63'

S. 33° 20' 29" W. 35.36' to a point of intersection of said Western right of way line of Country Club Road with the Northern right of way line of Cherry Tree Court as previously platted, thence running with and binding on said Northern right of way line of Cherry Tree Court as previously platted the following course and distance

S. 78° 20' 29" W. 95.00' to a point of intersection of a proposed future line of division and said Northern right of way line of Cherry Tree Court, thence leaving said Northern right of way line of Cherry Tree Court as previously' platted and running with said future lines of division the following three (3) courses and distances

N. 11° 39' 31" W. 140.96'

N. 05° 07' 55" W. 74.03'

N. 03° 12' 28" E. 74.00', thence continuing and running with said future line of division, crossing over the seventh (7th) or N. 84° 39' 39" E. 107.47' line of Development Parcel 2 at a distance of 50.22', said line at that point leaving the aforementioned Development Parcel 2 and running over the aforementioned "Lands to be Retained by Golf Course" the following course and distance

N. 11° 46' 53" E. 74.00', thence continuing and running with said future line of division

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Re: Description...cont.

N. 17° 33' 13" E. 63.48', thence continuing and running with said future line of division, crossing over the tenth (10th) or N. 45° 56' 21" W. 129.42' line of Development Parcel 2 at a distance of 10.78', said line at that point leaving the aforementioned "Land to be Retained by Golf Course" and running over the aforementioned Development Parcel 2 the following course and distance

N. 18° 23' 43" E. 65.29', thence continuing and running with said future line of division the following four (4) courses and distances

N. 22° 56' 34" E. 68.67'

N. 28° 13' 34" E. 68.67'

N. 33° 30' 34" E. 68.67'

N. 38° 47' 33" E. 68.67', thence continuing and running with said future line of division, crossing over the thirteenth (13th) or N. 76° 09' 33" E. 142.13' line of Development Parcel 2, being the same line as the eighth (8th) or N. 76° 09' 33" E. 121.13' line of Pledge Parcel 5 as previously described, at a distance of 1.88', said line at that point leaving the aforementioned Development Parcel 2 and running over the aforementioned "Lands to be Retained by Golf Course" and also running with the ninth (9th) or N. 44° 04' 33" E. 59.21' line of Pledge Parcel 5 the following course and distance

N. 44° 04' 33" E. 68.67' 1 to a point, said point being N. 44° 04' 33" E. 7.58' from the intersection of the aforesaid future line of division with the fourteenth (14th) or N. 29° 00' 37" E. 125.78' line of the aforementioned Development Parcel 2, being the same line as the tenth (10th) or N. 29° 00' 37" E. 82.88' line of Pledge Parcel 5 as previously described, thence leaving the aforesaid "lands to be Retained by Golf Course", at said intersection point, and running over the aforesaid Development Parcel 2, and continuing over the aforementioned Development Parcel 2 and running with the aforesaid future line of division the following two (2) courses and distances

N. 49° 06' 32" E. 67.00'

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Re: Description...cont.

N. 50° 29' 15" E. 180.00' to a point, said point being N. 50° 29' 15" E. 8.37' from the intersection of the aforesaid future line of division with the sixteenth (16th) or S. 43° 46' 52" E. 132.97' line of the aforementioned Development Parcel 2, thence continuing and running with the aforesaid future line of division, leaving the aforementioned Development Parcel 2 line and running over the aforementioned "Lands to be Retained by Golf Course", the following two (2) courses and distances

N. 46° 49' 43" E. 51.55'

N. 28° 10' 49" E. 101.03' to a point, said point being N. 28° 10' 49" E. 37.59' from the intersection of the aforesaid future line of division with the thirteenth (13th) or N. 28° 10' 49" E. 37.59' line of Pledge Parcel 5 as previously described, said point being also N. 89° 00' 21" W. 22.11' from the intersection of the aforesaid future line of division with the fourteenth (14th) or S. 89° 00' 21" E. 22.11' line of Pledge Parcel 5 as previously described, said two (2) previous reference tie lines to run with and bind on the aforesaid future lines of division, thence continuing with the future line of division over the aforementioned "Lands to be Retained for Golf Course", crossing over and into the aforesaid Development Parcel 2 and leaving the aforementioned "Lands to be Retained by Golf Course", at a distance of 93.68', the following course and distance

S. 89° 00' 21" E. 104.25' to a point, thence continuing with the outlines or the aforesaid future lines of division the following six ( 6) courses and distances

S. 89' 00' 21" E. 50.00'

39.92' along the arc of a curve, deflecting to the right, having a radius of 318.00' said arc being subtended by a chord bearing S. 04° 35' 26" W. for a distance of 39.89'to a point, thence

S. 81° 48' 48" E. 107.16'

S. 13° 10' 38" W. 73.97'

S. 42° 55' 30" W. 18.62'

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Re: Description...cont.

S. 48° 33' 35" E. 76.24', thence crossing over and into "Lands to be Retained by Gold Course", and leaving the aforementioned Development Parcel 2, at a distance of 108.10', and running with the outlines of the aforesaid future lines of division the following course and distance

S. 25° 14' 55" E. 150.17' to a point, said point being the end at the thirty-first (31st) or S. 13° 32' 33" W. 74.02' line of the aforementioned Pledge Parcel 5, thence running with and binding on the thirty-second (32nd) and thirty-third (33rd) lines of said Pledge Parcel 5 outline and running with and binding on the aforesaid future lines of division the following two (2) courses and distances

S. 02° 57' 20" E. 127.10'

S. 38° 23' 07" W. 130.34' to a point, thence leaving the aforesaid Pledge Parcel 5 outline and running with and binding on the aforesaid future lines of division the following three (3) courses and distances

S. 83° 36' 48" W. 101.79'

N. 67° 26' 00" W. 97.44'

N. 32° 12' 42" W. 116.14' to a point, said point being N. 32° 12' 42" W. 90.82 from the intersection of the aforesaid future line of division with the thirty-eighth (38th) or S. 77° 36' 33" W. 270.30' line of the aforesaid Development Parcel 2, at said intersection point leaving the aforementioned "Lands to be Retained by Golf course" and crossing over and into the aforementioned Development Parcel. 2, thence running with and binding on the aforesaid future line of division the following nine (9) courses and distances

S. 65° 12' 12" W. 67.20'

S. 48° 47' 30" W. 57.25'

S. 42° 04' 01" W. 55.152'

S. 35° 07' 04" W. 55.152'

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Re: Description...cont.

S. 28° 10' 06" W. 55.152'

S. 21° 09' 14" W. 56.21'

S. 17° 44' 41" W. 60.00'

S. 14° 46' 24" W. 53.76'

S. 01° 15' 12" W. 50.20' to a point, said point being S. 01° 15' 12" W. 16.06' from the intersection or the aforesaid future line of division with the thirty-ninth (39th) or S. 27° 59' 50" W. 357.88' line of the aforesaid Development Parcel 2, at said intersection point leaving the aforementioned Development Parcel 2 and crossing over and into "Lands to be Retained by Golf Course", thence running with and binding on the aforesaid future lines of division the following course and distance

S. 84° 13' 12" W. 89.30' from the intersection of the aforementioned future line of division with the forty-second (42nd) or N. 75° 22' 03" E. 209.81' line of the foresaid Development Parcel 2, at said intersection point leaving the aforementioned "Lands to be Retained by Golf Course" and crossing over and into the aforementioned Development Parcel 2, thence running with and binding on the aforesaid future lines of division the following course and distance

S. 78° 31' 13" W. 121.08' to a point on the Eastern right of way line of Country Club Road, as previously platted and dedicated on the aforesaid plat, thence running with and binding on said Eastern right of way line of Country Club Road the following course and distance

N. 11° 39' 31" W. 98.63' to the place of beginning.

The area of land contained by the foregoing amounts to 913,924 square feet or 9.502 acres, more or less.

