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Clerk of the
Circuit Court

2011 FEB 17 AM 11:11

PR GEO CO MD #61

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CRESCENT AT CHERRY LANE HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment") is made this 14th day of February, 2011, by CRESCENT AT CHERRY LANE HOMEOWNERS ASSOCIATION, INC. (hereinafter, the "Association") and LAUREL CRESCENT, L.C., a Maryland limited liability company (hereinafter, the "Declarant").

WITNESSETH:

WHEREAS, the Declarant subjected certain real property to a "Declaration of Covenants, Conditions and Restrictions, Crescent at Cherry Lane Homeowners Association, Inc." recorded among the Land Records of Prince George's County, Maryland in Liber 25711 at folio 124 on August 7, 2006; (hereinafter referred to as the "Declaration"); and

WHEREAS, the Members of the Association have decided, at a meeting of the Members, that they desire certain amendments be made to the Declaration; and

WHEREAS, under the Declaration, the Declarant Control Period has not yet lapsed and Declarant still has ability, pursuant to Section 13.2, to unilaterally amend the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration as set forth herein to effectuate the desires of the Members of the Association.

NOW, THEREFORE, the Declarant amends the Declaration as follows:

1. The recitals set forth above are incorporated by reference herein.
2. Section 5.2 is hereby deleted and replaced in its entirety as follows:

"Section 5.2. Supplemental Lot Maintenance Assessments. In addition to the general assessments, and not in lieu thereof, each Lot Owner shall pay to the Association, on an annual basis, an assessment to cover the costs and expenses of lawn maintenance within their individual Lot (hereinafter sometimes referred to as the "lot maintenance assessment(s)"). Payment of the lot maintenance assessment to the Association shall be due on or before April 1st of every year, unless otherwise changed or the service is terminated by resolution of the Board of Directors. This maintenance and supplemental assessment is further described in Sections 11.13 and 12.7. Anywhere in the Declaration where "townhome lot assessment" is mentioned, shall hereinafter be

IMP FD SURE \$	20.00
RECORDING FEE	20.00
TOTAL	40.00
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referred to and mean "lot maintenance assessment and those lot maintenance assessments shall apply to all Lots and not just Townhome Lots, where referenced."

3. Section 8.8.N is hereby deleted and replaced in its entirety as follows:

"N. Installation of all television aerial or radio antenna and other devices intended to receive telecommunications signals such as direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS) (collectively referred to herein as "Antennae") are permitted provided that they comply with and shall be governed by rules and regulations adopted by the Federal Communications Commission ("FCC") and rules and regulations adopted by the Board of Directors consistent with the FCC rules and regulations, regarding such criteria as size, location and screening of antenna and satellite dishes. Aerials and antennas situated entirely within a dwelling unit, and not visible from the exterior, are permitted."

4. Section 8.8.R. is hereby deleted and replaced in its entirety as follows:

"R. Clotheslines shall be permitted to be installed on Lots provided that they are in accordance with rules and regulations adopted by the Board of Directors."

5. Section 11.13 is hereby deleted and replaced in its entirety as follows:

"Section 11.13. Easement for Lawn Maintenance of Lots. There is hereby granted to the Association an easement over the lawn areas of all of the Lots for the purpose of cutting the lawn or performing such other maintenance, as further described in Section 12.7."

6. Section 12.2(ix) is hereby deleted and replaced as follows:

"(ix) cutting the lawns of the Lots (see Section 12.7),

7. Section 12.7 is hereby deleted and replaced in its entirety as follows:

"Section 12.7. Lot Lawn Maintenance. The Board of Directors has determined that the Association will maintain all of the lawns within the Lots, in order to ensure consistent lawn maintenance. The Association shall be responsible for maintaining the lawns on all of the Lots, including cutting the grass, which is not enclosed by a fence or otherwise inaccessible, on a regular basis, as may be necessary, in the sole discretion of the Association.

In the event a Lot's lawn becomes inaccessible, in no event shall that Owner reduce, prorate or cease payment of his lot maintenance assessment. The decision of the Association to maintain the Lot lawns applies to all Lots until and unless the Board of Directors decides to discontinue the service by

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Lots and the lot maintenance assessment will no longer be in effect. In the event the Board of Directors resolves to discontinue lawn service for the Lots, the Lot Owners shall be responsible for lawn care within their Lot. Every Owner of a Lot shall pay to the Association an annual lot maintenance assessment by April 1st of every year. In the event a Lot Owner fails to pay the lot maintenance assessment when due, such lot maintenance assessment shall become a lien upon such Lot, and such lien may be enforced in the same manner as a general annual assessment levied in accordance with Article V hereof. The Board of Directors may also choose to include the lot maintenance assessment in and as part of the general annual assessment and not as a separate supplemental assessment."

8. Except as amended by this First Amendment, the Declaration shall remain in full force and effect. This First Amendment shall become effective upon recordation among the Land Records of Prince George's County, Maryland and, thereafter, shall run with title to the land now and hereinafter subject to the Declaration. This First Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed and sealed on its behalf by its undersigned Manager, such person being thereunto duly authorized and empowered.

LAUREL CRESCENT, L.C.

By: *Jude Burke*
Jude Burke, Vice President of ESDC, Inc., Manager

STATE OF Virginia, COUNTY OF Taylor:

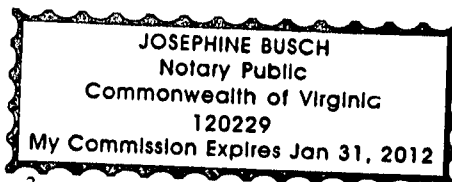
I HEREBY CERTIFY that on the 11 day of Feb, 2011, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jude Burke, and acknowledged that he executed this First Amendment acting in his capacity as Vice President of ESDC, Inc., Manager of Laurel Crescent, L.C. for the reasons and purposes stated herein as the free act and deed of such company.

WITNESS my hand and official seal.

Josephine Busch
Notary Public
Printed Name Josephine Busch

My Commission Expires:

Jan. 31, 2012



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ATTORNEY'S CERTIFICATE

THIS IS TO CERTIFY that the undersigned is a member, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by him or under his supervision.



Michael A. Faerber

AFTER RECORDING, PLEASE RETURN TO:

**Michael A. Faerber, Esq.
McMillan Metro, P.C.
1901 Research Boulevard, Suite 500
Rockville, Maryland, 20850
(301) 251-1180**

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