

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE MANOR AT HOLLY HILLS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for THE MANOR AT HOLLY HILLS HOMEOWNERS ASSOCIATION, INC. (hereinafter "Amendment"), is made on this 20th day of October, 2015, by MANOR AT HOLLY HILLS LLC, a Virginia limited liability company (hereinafter referred to as "Declarant").

WHEREAS, M. ROBERT RITCHIE, JR. REVOCABLE TRUST UNDER FOURTH AMENDED AND RESTATED REVOCABLE TRUST AGREEMENT DATED MAY 12, 2007, AS AMENDED BY FIFTH AMENDMENT TO THE M. ROBERT RITCHIE, JR. REVOCABLE TRUST AGREEMENT DATED JULY 14, 1999 (as predecessor-in-interest to Declarant, hereinafter referred to as, the "Original Declarant") executed a certain Declaration of Covenants, Conditions and Restrictions for The Manor at Holly Hills Homeowners Association, Inc., dated November 20, 2012, which was recorded among the Land Records of Frederick County, Maryland in Liber 9247, folio 290 (hereinafter, the "Declaration", which term shall for all purposes be deemed to include any and all subsequent corrections, modifications, supplements and amendments thereof as may be recorded among the aforesaid Land Records prior hereto, inclusive of this Amendment); and

WHEREAS, by that certain General Assignment of Declarant's Rights and Obligations, dated October 15, 2013, and recorded among the aforesaid Land Records in Liber 9809, folio 484, the Original Declarant assigned all rights and obligations in and under the Declaration to Declarant; and

WHEREAS, pursuant to Article 12, Section 12.6. of the Declaration, Declarant is vested with the right and authority to amend the Declaration, or any part thereof, without the approval of any then-existing Owners, for a period of three (3) years after the date of recordation of the Declaration, by recording an appropriate document among the Land Records; and

WHEREAS, Declarant desires to amend and supplement the Declaration to clarify certain matters relating to the Association's annual operating budget, maintenance assessments and rights of enforcement, and to otherwise enhance and improve the management and operations of the Association.

NOW, THEREFORE, in consideration of the above premises and other good and valuable considerations, Declarant hereby declares that the entirety of the Property described in the Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, together with, and subject to, the following provisions

amending, modifying and supplementing the Declaration, all of which are for the purpose of protecting the value and desirability of such Property and the individual Lots thereon, and which shall run with, benefit and burden the Property and the Lots, and be binding on and inure to the benefit of all parties having any right, title or interest in or to any part thereof, including their heirs, successors and assigns:

1. THE DECLARATION IS HEREBY AMENDED by deleting in its entirety the original Article V, Section 5.2(a), and substituting the following new Article V, Section 5.2(a) in its stead:

“(a) In addition to the regular Annual Maintenance Assessments provided for in this Article V, the association may levy, in any assessment year, a Special Assessment or Special Assessments applicable to that year only, for the purpose of funding or defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of any capital improvement located upon, or forming a part of, the Common Areas, including fixtures and personal property related thereto, and to meet unforeseen or special expenditures, as well as any budget deficit, or for such other purposes as the Board of Directors may consider appropriate (“Special Maintenance Assessment”); provided however, that any such Special Maintenance Assessment shall require the approval of two-thirds (2/3) of the votes of each class of Members, voting in person or by proxy, at a meeting duly called for such purpose. Each Special Maintenance Assessment so approved by the Members shall be paid at such time as shall be fixed in the resolution approving such Special Maintenance Assessment.”

2. THE DECLARATION IS HEREBY AMENDED by deleting in its entirety the original Article V, Section 5.5, and substituting the following new Article V, Section 5.5 in its stead:

“Section 5.5. Increase in Annual Maintenance Assessments. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Maintenance Assessment for all Class A Memberships shall not be increased in any year by the Board of Directors, without a vote of the Class A Members, by an amount in excess of ten percent (10%) of the actual costs incurred by the Association related to the operation and maintenance of the Property during the preceding year. Any increase above ten percent (10%) of the actual costs incurred by the Association in the preceding year shall require the approval of two-thirds (2/3) of the votes of each class of Members, voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors may from time to time fix the Annual Maintenance Assessment at an amount not in excess of the maximum permissible Annual Maintenance Assessment applicable to a given year without the necessity of a vote of the Members.”

3. THE DECLARATION IS HEREBY AMENDED by deleting in its entirety the original Article V, Section 5.7, and substituting the following new Article V, Section 5.7 in its stead:

"Section 5.7. Non-Payment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest, calculated from the due date until paid, at a rate determined by the Board of Directors, up to the maximum rate of interest permitted under the laws of the State of Maryland. The Association may also charge a reasonable "late charge" against any Owner (and/or such Owner's Unit) who is more than fifteen (15) days delinquent in the payment of any Assessment. The initial amount of such penalty or late charge shall be fixed at Fifteen Dollars (\$15.00) for each period in which an assessment is not paid, which amount shall be subject to adjustment from time to time, by the Board of Directors. The Association may bring an action at law against the Lot (and all improvements therein) provided the provisions of the Maryland Contract Lien Act, if applicable, are substantially fulfilled. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of such Owner's Unit. The Owner shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred in connection with the collection of Assessments if not paid when due. This Section 5.7 shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Association for non-payment of Assessments."

4. THE DECLARATION IS HEREBY AMENDED by deleting in its entirety the original Article XII, Section 12.5, and substituting the following new Article XII, Section 12.5 in its stead:

"Section 12.5. Enforcement and Fines.

(a) The Declarant, the Association, any Owner or any Eligible Mortgage Holder (but only insofar as the rights of such Eligible Mortgage Holder hereunder are concerned), shall have the right to enforce, by any proceeding at law and/or in equity, the following (all of which are, for purposes of this Section 12.5, collectively referred to as "Enforceable Covenants"): (i) all terms, provisions, restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, the Articles of Incorporation or the Bylaws; and/or (ii) the Rules and Regulations. Failure by Declarant, the Association, any Owner or any such Eligible Mortgage Holder to enforce any Enforceable Covenant shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach, or attempted violation or breach, of any of the Enforceable Covenants cannot be adequately remedied by action at law or exclusively by recovery of damages. If Declarant, the Association, any Owner or any such Eligible Mortgage Holder successfully brings an action to extinguish a violation or otherwise enforce an Enforceable Covenant, the costs of such action, including attorneys' fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owner.

(b) In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to levy fines against the Owner in the manner set forth herein, and such fines shall be collectible in the same manner as any other Assessment, such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the Bylaws and the Articles of Incorporation, and such fine(s) shall also become the binding personal obligation of such Owner.

(c) The Board of Directors or the Design Review Committee shall be charged with determining whether there is probable cause that any of the provisions of this Declaration, the Bylaws, the Articles of Incorporation or the rules and regulations of the Association, are being or have been violated. In the event the Board of Directors or the Design Review Committee determines an instance of such probable cause, the Board or the Design Review Committee shall cause written notice to be sent to the Owner, affording notice of the specific nature of the alleged violation, and of the opportunity for a hearing before the Board of Directors or the Design Review Committee upon request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed a reasonable amount established by the Board of Directors for each offense. The notice shall also specify, and it is hereby provided that in lieu of requesting a hearing, the Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged, and promising that the violation will henceforth cease and will not recur, and that such acknowledgement and promise, and performance in accordance therewith, shall terminate the enforcement activity with regard to such violation. The Board of Directors may adopt and amend, from time to time, a schedule of fines applicable to violations within The Manor at Holly Hills, which may include a progression of fines for repeat violations. The initial maximum fine amount has been fixed at One Hundred Dollars (\$100.00), per incident type, which amount shall double during each five (5)-day period which elapses prior to the violation's having been cured. The fine(s) imposed in accordance herewith are intended to be based upon the costs and inconvenience caused to the Association, and shall not be deemed a penalty.

(d) If a hearing is timely requested, the Board of Directors or the Design Review Committee shall hold the same, and shall hear any and all defenses to the charges, including any witnesses that the Owner, the Board of Directors, or the design Review Committee may produce. Any party at the hearing may be represented by counsel.

(e) Subsequent to any hearing, or if no hearing is timely requested, and if no acknowledgement and promise is timely made, the Board of Directors or the Design Review Committee shall determine if there is sufficient evidence of a violation or violations as provided

herein. If the Board of Directors or the Design Review Committee determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(f) A fine pursuant to this Section shall be assessed against the Owner's Lot and shall be collectable in the same manner as any other Assessment, including by the Association's lien rights as provided in this Declaration. Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the Bylaws, Articles of Incorporation or rules or regulations, including, but not limited to, legal action for damages or injunctive relief. Enforcement activities pursuant this Section 12.5 shall be undertaken in accordance with applicable laws of the State of Maryland.

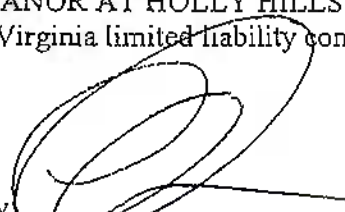
5. Words or phrases defined in Article 1 of the Declaration shall have the same meaning in this Amendment as provided for in Article 1 of the Declaration.

6. The amendments to the Declaration, as set forth hereinabove, shall be deemed to be a part of, and shall be interpreted in accordance with, the Declaration, with the terms and conditions of this Amendment superseding and governing over any conflicting or inconsistent terms and conditions in the Declaration. Any and all provisions of the Declaration not amended hereby are hereby ratified and confirmed in each and every respect and particular, and shall continue in full force and effect pursuant to the terms of the Declaration.

7. This Amendment shall become effective on its having been executed and acknowledged by the Declarant, and recorded among the Land Records of Frederick County, Maryland.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this Amendment on the day and year first above written.

MANOR AT HOLLY HILLS LLC,
a Virginia limited liability company

By: 
Name: Leonard S. Mitchel
Title: Manager

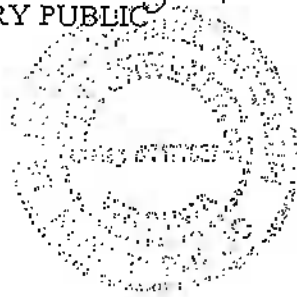
STATE OF VIRGINIA, COUNTY OF FAIRFAX, TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 2015, before me, the undersigned officer, personally appeared Leonard S. Mitchel, as Manager of Manor at Holly Hills LLC, a Virginia limited liability company, and he acknowledged that he executed the foregoing instrument on behalf of Manor at Holly Hills LLC, for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Lislie Bevilacqua
NOTARY PUBLIC

My Commission Expires: Dec. 31, 2016



I, the undersigned, an attorney duly admitted to practice law before the Court of Appeals of Maryland, do hereby certify that the foregoing document was prepared by me or under my supervision.

Andrew C. DiPasquale
Andrew C. DiPasquale, Attorney

Clerk of the Circuit Court for
Frederick County
100 West Patrick Street
Frederick, MD 21701
301-600-1976

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LR - Amendment Recording Fee
** VOID **
1x -20.00
Grantor/Grantee Name: manor at holly
hills hoa/manor at holly
Reference/Control #: 10823/80

LR - Covenant Recording Fee
1x 20.00 20.00
Declarant Name: manor at holly hills
Reference/Control #: 10823/80

LR - Covenant Surcharge
1x 40.00 40.00
=====
SubTotal: 60.00
Total: 60.00
=====
REV-Check-BDA 60.00
Number : 3044

10/26/2015 11:51 CC10-EM
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SANDRA K. DALTON
Clerk of the Circuit Court
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