

October 25, 2013

Important information regarding natural gas service to the Manor at Holly Hills:

An agreement for installation of a main service line into the property has been reached between Washington Gas and the developer of the Manor. After many months of discussion, the primary stipulation on the part of Washington Gas was that all lots will tie into the line at the point a new home is constructed.

A Supplemental Declaration to the covenants of the Manor was recorded on October 16, 2013 in the land records at the Frederick County Courthouse (liber 9809, folio 488) reflecting the requirement that all new and existing dwellings in the Manor at Holly hook up to the lines.

The agreement with Washington Gas is that they will not start the installation of the main line until the first building permit is issued for the project.

Typically, Washington Gas will install the main line at no cost to the developer with the individual home owners paying for the cost to bring individual lines to each house. Due to the fact that this project consists of very large lots, Washington Gas is requiring that the developer pay for all costs of bringing in the main gas line, and in addition, pre-pay all of the individual house connection fees. This is about \$150,000 in costs which will benefit all of the property owners in the community.

That said, as part of this benefit, the developer will be assessing each lot purchaser a fee of \$3,000 at closing which will cover the pre-paid portion of the hook up that Washington Gas will install from the mainline to the house when your builder is ready to make the connection.

Please contact me if you have any questions.

Thank you,

Rocky Mackintosh

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

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on this 15th day of October, 2013, 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 and supplements thereof as may be recorded among the aforesaid Land Records); 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 9807, 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 include certain terms and provisions relating to the installation of a natural gas distribution system on the Property, for the provision of utility service to and for the benefit of Property and each of the Lots that are subject to the Declaration.

REC'D	40.00
RECORDING FEE	28.00
TOTAL	68.00
REC'D	74615
SKD KLN	4 1928
Oct 16 2013	11:57 AM

NOW, THEREFORE, in consideration of the above premises, 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/or 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

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30 West Patrick Street, Suite 600
Frederick, Maryland 21701

and burden the Property and the Lots, 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 adding under Article V thereto, a new Section 5.13., as follows:

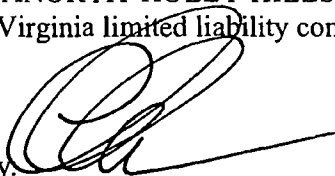
Section 5.13. Gas Utility Connection Fee. Declarant has or will enter into an agreement with Washington Gas Light Company for the purposes of constructing, installing, reconstructing, inspecting, operating and maintaining a natural gas distribution system pipeline, including appurtenances and facilities under, on and over the Property, as necessary and/or appropriate to facilitate a utility service connection to each Lot. The Owner of each Lot shall be required to connect to the gas utility pipeline for the provision of natural gas in accordance with the General Service Provisions on file with the Maryland Public Service Commission. The cost [to each Lot] of the required connection shall be funded by a one-time assessment in the amount of Three Thousand Dollars (\$3,000.00) (the "Lot Connection Fee"), which Lot Connection Fee shall be payable by Declarant's grantee upon the settlement for each Lot, and, in the case of Lot 102-R, at the time title to the Lot is transferred to a third-party buyer. With respect to any Lot that has been transferred by Declarant prior to the date of this Supplementary Declaration, the Lot Connection Fee shall be payable by the Owner of such Lot (i) prior to the Owner's application for building permit, or (ii) within sixty (60) days of receipt of written request from Declarant, whichever is sooner.

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

3. The amendment(s) to the Declaration, as set forth hereinabove, shall be deemed to be a part of, and shall be interpreted in accordance with, 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.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this Supplementary Declaration 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 8th day of October, 2013, 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. *Erin K. Walker*
NOTARY PUBLIC

My Commission Expires: 7/31/2016



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