

RAINCLIFFE COMMUNITY ASSOCIATION, INC.
FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment"), is made this 30th day of April, 2012, by RAINCLIFFE PROPERTIES, LLC, a Maryland limited liability company (sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant made, executed and caused to be recorded that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions Raincliffe ("Declaration") dated October 6, 2010, and recorded among the Land Records of Carroll County, Maryland in Liber 6346, page 0001 *et seq.* (the "Declaration");

WHEREAS, pursuant to Article III of the Declaration, Declarant reserved the right for twenty (20) years from the date of the Declaration to add additional land without the consent of the Class A Members; and

WHEREAS, the twenty (20) year period has not yet expired.

NOW, THEREFORE, the Declarant hereby declares that the Amended and Restated Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit "A" attached hereto is annexed to the Property subject the to Declaration, as amended from time to time, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration (as amended), which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.
2. Any capitalized terms used in this First Amendment shall have the meaning ascribed to them in the Declaration, unless otherwise provided herein.
3. In all other respects, the Declaration and First Amendment remain unchanged.

WITNESS/ATTEST:

[Signature]

DECLARANT:

RAINCLIFFE PROPERTIES, LLC

By: [Signature] (SEAL)
Robert Scranton, Member

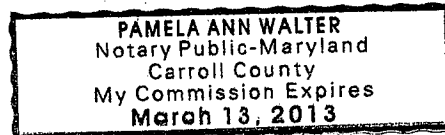
STATE OF Maryland, CITY/COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 30th day of April, 2012, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Robert Scranton, Member of RAINCLIFFE PROPERTIES, LLC, the Declarant named in the foregoing First Amendment, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

[Signature]
Notary Public

My Commission Expires: March 13, 2013



ATTORNEY CERTIFICATION

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.



Rachel M. Hess

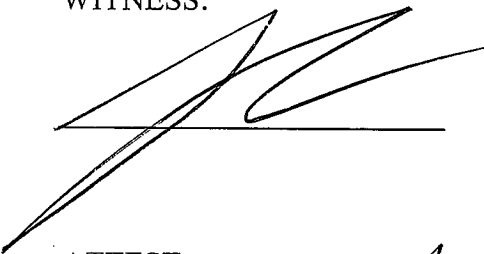
CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

PAMELA J. SHIPP, Trustee and JEFFREY M. ALESHIRE, Trustee, and SUSQUEHANNA BANK Beneficiary, under that certain Indemnity Deed of Trust, Assignment and Security Agreement dated June 26, 2008, and recorded among the Land Records of Carroll County, Maryland in Liber 5566, folio 0508 et seq. (the "Deed of Trust"), hereby join in the foregoing First Amendment for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the First Amendment to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such First Amendment as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

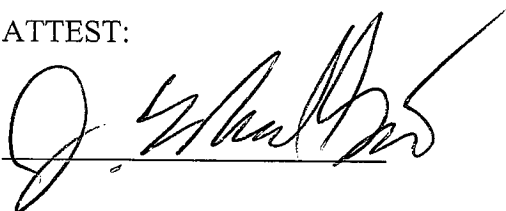
IN WITNESS WHEREOF, each of the said Trustee and Beneficiary has executed and sealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 20 day of April, 2012.

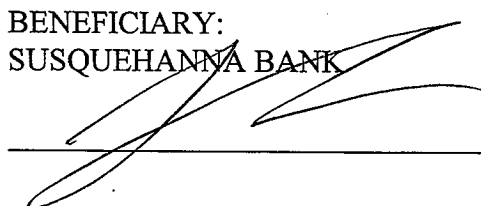
WITNESS:



 (SEAL)
Jeffrey M. Aleshire, Trustee

ATTEST:

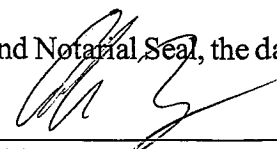


BENEFICIARY:
SUSQUEHANNA BANK
 (SEAL)

STATE OF Maryland : COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 20 day of April, 2012, before me, a Notary Public for the state aforesaid, personally appeared Jeffrey M. Aleshire, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Notary Public

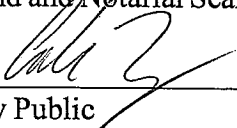
My commission expires on 4/28/16

CANDACE M. ZANG
Notary Public-Maryland
Baltimore County
My Commission Expires
April 28, 2016

STATE OF Maryland : COUNTY OF Baltimore : TO WIT:

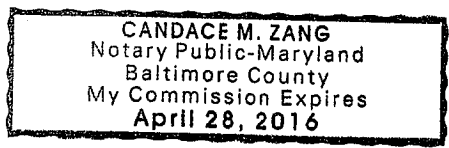
I HEREBY CERTIFY, that on this 20 day of April, 2012, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Steven Levin, who acknowledged himself/herself to be the Vice President of SUSQUEHANNA BANK Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the Corporation, in my presence.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Notary Public

My commission expires on 4/28/16



CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

JOHN DUFFY and KEVIN KERWIN, Trustees, and NVR, INC., Beneficiary, under that certain Deed of Trust dated May 11, 2004, and recorded among the Land Records of Carroll County, Maryland in Liber 4061, folio 0287 et seq., and First Amendment to Deed of Trust dated June 30, 2008, and recorded among the Land Records of Carroll County, Maryland in Liber 5577, folio 0709 et seq., (the "First Amendment Deed"), hereby join in the foregoing First Amendment for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust and First Amendment Deed in and to the real property described in the First Amendment to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such First Amendment as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustees and Beneficiary has executed and sealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 25th day of April, 2012.

WITNESS:

Minnie L. Woodley

[Signature] (SEAL)
John Duffy, Trustee

Minnie L. Woodley

[Signature] (SEAL)
Kevin Kerwin, Trustee

ATTEST:

BENEFICIARY:
NVR, Inc.

Minnie L. Woodley

[Signature] (SEAL)

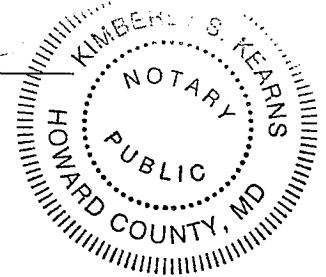
STATE OF Maryland: COUNTY OF Howard: TO WIT:

I HEREBY CERTIFY that on this 25th day of April, 2012, before me, a Notary Public for the state aforesaid, personally appeared John Duffy, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kimberly S. Kearns
Notary Public
Howard County, Maryland
My Commission Expires 06-02-2015

Kimberly S. Kearns
Notary Public



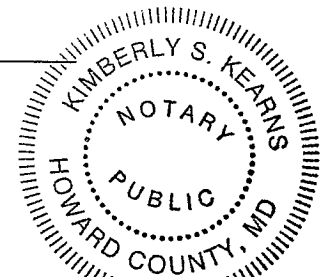
STATE OF Maryland: COUNTY OF Howard: TO WIT:

I HEREBY CERTIFY that on this 25th day of April, 2012, before me, a Notary Public for the state aforesaid, personally appeared Kevin Kerwin, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kimberly S. Kearns
Notary Public
Howard County, Maryland
My Commission Expires 06-02-2015

Kimberly S. Kearns
Notary Public



My commission expires on _____

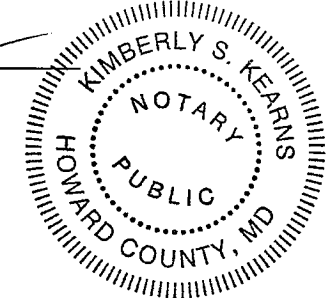
STATE OF Maryland: COUNTY OF Howard: TO WIT:

I HEREBY CERTIFY, that on this 25th day of April, 2012, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared John Duffy, who acknowledged himself to be the Vice President of NVR, Inc., Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the Corporation, in my presence.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kimberly S. Kearns
Notary Public
Howard County, Maryland
My Commission Expires 06-02-2015

Kimberly S. Kearns
Notary Public



My commission expires on _____

JOINER AND CONSENT OF CONTRACT PURCHASER/OWNER

NVR, Inc., a Virginia corporation, t/a Ryan Homes, as a contract purchaser and/or owner of a portion of the land described in the foregoing instrument (hereinafter referred to as "Contract Purchaser/Owner"), hereby joins in the foregoing First Amendment for the sole and limited purpose of agreeing that the terms, provisions, covenants, conditions and restrictions contained in the foregoing First Amendment recorded among the Land Records of Carroll County, Maryland, to which this Joinder is attached, shall run with and bind the title to all that property shown on Exhibit "A" to the First Amendment, a portion of which Contract Purchaser/Owner has an interest in and Contract Purchaser/Owner subjects such real property to the legal effect of this Declaration.

The Contract Purchaser/Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the First Amendment.

WITNESS/ATTEST:

CONTRACT PURCHASER/OWNER:
NVR, INC., t/a RYAN HOMES

Minnie L. Woodley

[Signature] (SEAL)
Sharon McKeown, Vice President

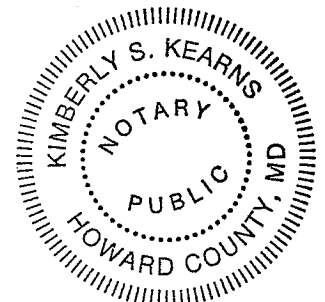
STATE OF Maryland
COUNTY OF Howard

I HEREBY CERTIFY, that on this 25th day of April, 2012, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared Sharon McKeown, known to me (or satisfactorily proven to be), and who acknowledged herself to be the Vice President of the Contract Purchaser/Owner, and that she, as such Vice President is duly authorized to sign, and has signed, such instrument on its behalf for the purposes therein set forth; and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kimberly S. Kearns
Notary Public
Howard County, Maryland
My Commission Expires 06-02-2015

[Signature]
Notary Public



My commission expires: _____

EXHIBIT A**DESCRIPTION OF ADDITIONAL PROPERTY**

ALL THAT LAND located in the Fifth (5th) Election District of Carroll County, Maryland, which is described as follows:

Lots 71 through and including 93 and the area designated as "PARCEL 'T' 1.1885 Ac.," all shown on the plats entitled, "3RD AMENDED PLAT OF RAINCLIFFE CENTER" recorded among the Land Records of Carroll County, Maryland in Plat Book D.B.S. 52, Page 71 et seq.

6892 0010

AFTER RECORDING, RETURN TO:

mt

Rachel M. Hess
c/o Winegrad, Hess, Friedman & Levitt, LLC
400 Redland Court
Suite #212
Owings Mills, MD 21117

RLC

FILED
CLERK OF DISTRICT COURT
CARROLL COUNTY

2012 MAY -2 AM 11: 10

RECORDING FEE 27.00
TOTAL 27.00
Rec# CR02 Rec# 72264
DBS RLC BK# 256
May 02, 2012 10:10 am

IMP FD SURE 40.00
RECORDING FEE 20.00
TOTAL 60.00
Rec# CR02 Rec# 72264
DBS RLC BK# 256
May 02, 2012 10:10 am