

THE OFFUTT RIDGE HOMEOWNERS' ASSOCIATION, INC.

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

THIS FIRST AMENDED DECLARATION, made this 15th day of October, 1990, by OFFUTT RIDGE LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter referred to as the "Declarant"), and THE RYLAND GROUP, INC., a Maryland Corporation (hereinafter referred to as the "Vendor").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article II of the Declaration of Covenants, Conditions and Restrictions dated the 22nd day of May, 1990 and recorded among the Land Records of Baltimore County in Liber S. M. No. 8486, folio 648 (the "Declaration"), and desires to create and develop thereon a residential community with permanent recreational areas for the benefit of said community; and

WHEREAS, Vendor joins in the First Amended Declaration of Covenants, Conditions and Restrictions for the sole purpose of being bound by the terms contained herein; and

WHEREAS, pursuant to Article XIII, Section 1 of said Declaration, the Declarant may amend any of the terms of provisions of the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration as set forth below.

NOW, THEREFORE, the Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions, dated and recorded as mentioned above, as follows:

1. Article VII, Section 6 (o), is hereby deleted in its entirety, and in its place is inserted the following:

(o) No Dwelling shall contain less than eleven hundred (1,100) square feet of area, exclusive of garage and basement, if any.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged.

IN WITNESS WHEREOF, the Declarant and Vendor, have caused these presents to be executed in their respective names, on the day and year first above written

DECLARANT:

OFFUTT RIDGE LIMITED PARTNERSHIP

By: Lowrie B. Sargent, General Partner

THE OFFUTT RIDGE HOMEOWNERS' ASSOCIATION, INC.

**SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDED DECLARATION, made this 19th day of November, 1990, by OFFUTT RIDGE LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter referred to as the "Declarant"), and THE RYLAND GROUP, INC., a Maryland Corporation (hereinafter referred to as the "Vendor").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article II of the Declaration of Covenants, Conditions and Restrictions dated the 22nd day of May, 1990 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8486, folio 648, and First Amended Declaration of Covenants, Conditions and Restrictions dated October 15, 1990 (the "Declaration"), and desires to create and develop thereon a residential community with permanent recreational areas for the benefit of said community; and

WHEREAS, Vendor joins in this Second Amended Declaration of Covenants, Conditions and Restrictions for the sole purpose of being bound by the terms contained herein; and

WHEREAS, pursuant to Article XIII, Section 1 of said Declaration, the Declarant may amend any of the terms or provisions of the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration as set forth below.

NOW, THEREFORE, the Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions, dated and recorded as mentioned above, as follows:

1. Article VII, Section 6(e), is hereby amended by adding the following language:

Notwithstanding the foregoing, one (1) horse shall be permitted to be kept on any Lot containing two and one-half (2 ½) acres or more; and for those Lots containing three and one-half (3-1/2) acres or more, two (2) horses shall be permitted to be maintained. All horse manure shall be properly disposed of and proper controls shall be established and followed. The maintenance of any horse shall not be permitted to cause any type of nuisance or other disturbance to the Association. All fencing constructed for the maintenance of said horse(s) shall match the fencing surrounding the Farm Property and shall be a paddock fence. Further, any structures established or maintained for the maintenance or keeping of a horse must be of similar quality and character as

the dwelling which it serves. In no event shall any fencing and structure maintained for the keeping or boarding of horses be established without the Owner of said Lot to which it pertains complying with the applicable provisions of Article VII of the Declaration.

In all other respects, the Declaration of Covenants, Conditions and Restrictions and First Amended Declaration of Covenants, Conditions and Restrictions remains unchanged.

IN WITNESS WHEREOF, the Declarant and Vendor, have caused these presents to be executed in their respective names, on the day and year first above written.

ATTEST:

DECLARANT:
OFFUTT RIDGE LIMITED PARTNERSHIP

Lowrie B. Sargent, General Partner

ATTEST:

VENDOR:
THE RYLAND GROUP, INC.

John M. Flaherty, Vice President

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 31st day of Oct, 1990, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared LOWRIE B. SARGENT, who acknowledged himself to be the General Partner of OFFUTT RIDGE LIMITED PARTNERSHIP, a Maryland Limited Partnership, the within named Declarant, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Second Amended Declaration of Covenants, Conditions and Restrictions, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal

My Commission Expires:
March 1, 1994

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 31st day of Oct, 1990, before me the undersigned, a Notary Public in and for the State of Maryland, personally appeared JOHN M. FLAHERTY, who acknowledged himself to be a Vice-President of THE RYLAND GROUP, INC., the within named Vendor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the with Second Amended Declaration of Covenants, Conditions and Restrictions, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said Vendor.

WITNESS my hand and Notarial Seal.

My Commission expires:
March 1, 1994

THE OFFUTT RIDGE HOMEOWNERS' ASSOCIATION, INC.

**THIRD AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS THIRD AMENDED DECLARATION, made the 1st day of May, 1991, by OFFUTT RIDGE LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter referred to as the "Declarant"), and THE RYLAND GROUP, INC., a Maryland Corporation (hereinafter referred to as the "Vendor").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article II of the Declaration of Covenants, Conditions and Restrictions dated the 22nd day of May, 1990 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8486, folio 648, and First Amended Declaration of Covenants, Conditions and Restrictions dated October 15, 1990 and Second Amended Declaration dated November 19, 1990 (collectively referred to as the "Declaration"), and desires to create and develop thereon a residential community with permanent recreational areas for the benefit of said community; and

WHEREAS, Vendor joins in this Third Amended Declaration of Covenants, Conditions and Restrictions for the sole purpose of being bound by the terms contained herein; and

WHEREAS, pursuant to Section 1 of Article X of the Declaration, Declarant reserved the right to add to the property subject to the Declaration additional land within the area described in Exhibit A-1 attached to the Declaration; and

WHEREAS, Declarant is the owner of that certain property situate in Baltimore County, State of Maryland, more particularly described in Exhibit A attached hereto and made a part hereof, and that property is within the area described in Exhibit A-1 attached to the Declaration, and Declarant wishes to add that property described in Exhibit A attached hereto to the property subject to the covenants, conditions and restrictions of the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions is amended as follows.

1. All that property described in Exhibit A attached hereto is annexed to the Property subject to the Declaration and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, 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.

In all other respects, the Declaration remains unchanged.

IN WITNESS WHEREOF, the Declarant and Vendor, have caused these presents to be executed in their respective names, on the day and year first above written.

DECLARANT:
OFFUTT RIDGE LIMITED PARTNERSHIP

By: Lowrie B. Sargent, General Partner

VENDOR:
THE RYLAND GROUP, INC.

By: John M. Flaherty, Vice President