

**MIRAMAR LANDING HOMEOWNERS ASSOCIATION, INC.
SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS ("Second Amendment") is made this 14th day of November, 2007, by The Ryland Group, Inc., a Maryland corporation, and Miramar Development, LLC, a Maryland limited company (collectively, the "Declarant").

RECITALS

A. Declarant is the owner of certain land (the "Land") in Baltimore County, Maryland (the "County");

B. Declarant executed and recorded in the Land Records of the County that certain Declaration of Covenants, Conditions and Restrictions dated November 16, 2005 (the "Declaration"), in Liber 22950, folio 362, et seq., and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions dated and recorded prior to the date hereof;

C. The Declaration provides that Declarant has the power to unilaterally amend the Declaration during the Development Period; and

D. The Development Period has not expired as of the date of this Second Amendment and Declarant desires to amend the Declaration pursuant to this Second Amendment, as set forth below.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. A new Article 11.10 is hereby added as follows;

VIOLATIONS OF THE GOVERNING DOCUMENTS AND FINING. The Architectural Review Committee ("ARC") or the Board of Directors ("Board") may impose penalties or sanctions, including levying a fine against a Record Owner or tenant or resident for any violations of the Declaration, By-Laws or any rules and regulations promulgated by the Board, provided that, due process is afforded to the alleged violator. Due process includes: providing proper notice of the violation to the alleged violator, holding a hearing at the request of the alleged violator to determine whether a violation has occurred and a right to appeal the decision of the Board.

(a) Notice.

(i) Written notice of the violation must be mailed, by first class mail, to the alleged violator, provided however, if the alleged violator is a tenant or resident then written notice shall also be mailed, by first class mail, to the Record Owner. The notice must state the nature of the alleged violation, the date the alleged violation occurred (if the violation is non-continuing), the governing document(s) that has been violated and the time period within which the violation must be corrected without further enforcement action being taken by the ARC (if the

violation is continuing in nature).

(ii) The notice shall advise the alleged violator of the opportunity for a hearing before the ARC upon the submission of a written request made by the alleged violator within a specified time, which time shall be determined by the ARC. The notice shall advise the alleged violator that in lieu of requesting a hearing, a notice of compliance may be submitted to the ARC indicating that the violation has ceased and will not recur.

(b) Hearing. Upon the timely request of the alleged violator, a hearing shall be held by the ARC. At the hearing the alleged violator shall be given the opportunity to be heard and to present evidence. The ARC shall determine whether a violation has occurred or is continuing to occur within ten (10) days after the hearing. The ARC shall mail a written determination letter advising the violator of the ARC's decision and if a violation occurred then it shall also include an explanation of the penalties or sanctions imposed.

(c) Determination of Violation Absent a Hearing. The ARC shall determine whether a violation has occurred without a hearing if the alleged violator fails to request a hearing and fails to remedy the violation within the time period specified in the notice. If the ARC determines that the alleged violator is in violation of any of the governing documents, then the ARC shall mail a written determination letter advising the violator of the ARC's decision and an explanation of the penalties or sanctions imposed.

(d) Appeal. The alleged violator may submit a written request to appeal the decision of the ARC to the Board within fifteen (15) days of the date of the determination letter. The Board shall review the case and make a determination as to whether it will hear the appeal. The Board shall mail a determination letter to the alleged violator indicating its intent to hear the appeal. If the Board determines that it will hear the appeal, then it shall hold a hearing in the same manner as the ARC. The Board may modify, reverse or uphold the decision of the ARC in whole or in part and such decision of the Board shall be final and binding on all parties.

(e) Levying of Fines. Disciplinary action imposed by the ARC or the Board may include the imposition of a reasonable fine not to exceed One Hundred Dollars (\$100.00) for the first offense and such other increased amounts deemed reasonable by the ARC or Board for subsequent offenses of the same violation. All such fines shall be considered an assessment against the Lot owned or resided in by the Record Owner, resident or tenant in violation and shall be collected to the same extent and in the same manner as the Annual Assessment of the Association and shall be a charge and a continuing lien upon the Lot in accordance with the terms and provisions of the Maryland Contract Lien Act and Article VIII of the Declaration.

(f) Rules and Regulations. The Board shall promulgate such rules and regulations as it deems necessary to institute additional disciplinary sanctions for violations of the governing documents or to adopt a fining procedure.

2. Capitalized terms shall have the same meaning as set forth in the Declaration unless otherwise defined.

3. In all other respects, the Declaration remains unchanged.

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment on the date first written above.

WITNESS/ATTEST:

DECLARANT:
THE RYLAND GROUP, INC.

By: *John W. Meade* (SEAL)
John W. Meade
Operational Vice President

MIRAMAR DEVELOPMENT, LLC

[Signature]

By: *[Signature]* (SEAL)

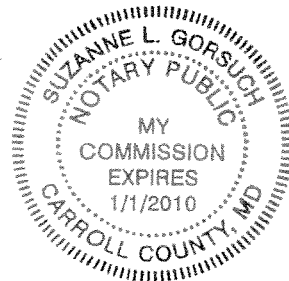
STATE OF *Maryland*, CITY/COUNTY OF *Howard*, TO WIT:

I HEREBY CERTIFY that on this *14th* day of *November* 2007, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, *John W. Meade* as *Operational V.P.* of THE RYLAND GROUP, INC., the Declarant named in the foregoing instrument, 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.

Suzanne L. Gorsuch
Notary Public

My Commission Expires: *1/1/2010*



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

I HEREBY CERTIFY that on this 8 day of November, 2007, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Mark Sapperstein, as Managing Member of MIRAMAR DEVELOPMENT, LLC, the Declarant named in the foregoing instrument, 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.

My Commission Expires: 4/1/2008



Notary Public

David E. Hecht
Notary Public
Baltimore County, MD

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland or by or on behalf of one of the parties named in the above instrument.

Rachel M. Hess, Esq.

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

PAUL W. PARKS and JOHN D. LONG, Trustees, and PNC BANK, N.A., SUCCESSOR BY MERGER FROM MERCANTILE MORTGAGE CORPORATION, who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust and Security Agreement, as the same may be amended from time to time (the "Deed of Trust") dated November 5, 2004, and recorded among the Land Records of Baltimore County, Maryland in Liber 20945, folio 537 et seq.. from Miramar Development, LLC, hereby join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Declaration") 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 Declaration 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 Declaration 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 7th day of November, 2007.

WITNESS:

Ornah Connell
Ornah Connell

ATTEST:

Ornah Connell

TRUSTEES:

Paul W. Parks (SEAL)
Paul W. Parks, Trustee
John D. Long (SEAL)
John D. Long, Trustee

BENEFICIARY:

PNC BANK, N.A., SUCCESSOR BY MERGER
FROM MERCANTILE MORTGAGE
CORPORATION

By: *[Signature]* (SEAL)

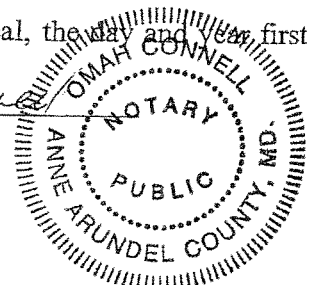
hmc

STATE OF Maryland: COUNTY OF Anne Arundel: TO WIT:

I HEREBY CERTIFY that on this 7th day of November, 2007, before me, a Notary Public for the state aforesaid, personally appeared Paul W. Parks, 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.

Omaha Connell
Notary Public



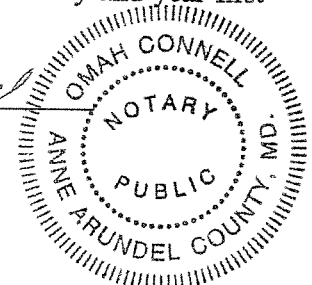
My commission expires on 6/1/2010

STATE OF Maryland: COUNTY OF Anne Arundel: TO WIT:

I HEREBY CERTIFY that on this 7th day of November, 2007, before me, a Notary Public for the state aforesaid, personally appeared John D. Long, 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.

Omaha Connell
Notary Public



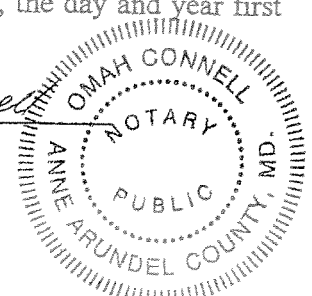
My commission expires on 6/1/2010

STATE OF Maryland: COUNTY OF Anne Arundel: TO WIT:

I HEREBY CERTIFY, that on this 7th day of November 2007, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared John D. Long, who acknowledged himself to be the St. Vice President of PNC BANK, N.A., successor by merger from Mercantile Mortgage Corporation, 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.

Omaha Connell
Notary Public



My commission expires on 6/1/2010

CONSENT AND AGREEMENT OF MORTGAGE HOLDER

The Ryland Group, Inc., the Mortgage Holder under that certain Mortgage (the "Mortgage") dated November 5, 2004, from Miramar Development, LLC, as Mortgagor, and recorded among the Land Records of Baltimore County, Maryland in Liber 20945, folio 585 et seq., hereby joins in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the express purpose of subordinating its respective right, title and interest under such Mortgage in and to the real property described in the Declaration to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Mortgage Holder shall be deemed in any way to create between the person named in such Declaration 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, the Mortgage Holder has executed and sealed this Consent and Agreement of Mortgage Holder or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 14th day of November, 2007.

WITNESS/ATTEST:

MORTGAGE HOLDER:
THE RYLAND GROUP, INC.

[Signature]

[Signature] (SEAL)

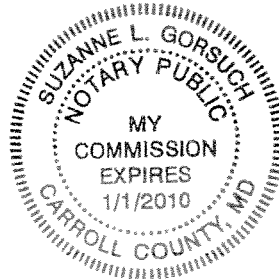
STATE OF Maryland COUNTY OF Howard TO WIT:

I HEREBY CERTIFY that on this 14th day of November, 2007, before me, a Notary Public of the state aforesaid, personally appeared John W. Meade, who acknowledged himself to be the Operational VP of The Ryland Group, Inc., Mortgage Holder, and that he executed this Consent and Agreement of Mortgage Holder for the purposes contained therein, in my presence.

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

[Signature]
Notary Public

My commission expires on 1/1/2010



After Recordation, Please Return to:

Rachel M. Hess, Esq.
Winegrad, Hess, Friedman & Levitt, LLC
400 Redland Court, Suite 212
Owings Mills, Maryland 21117