

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS ("First 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.;

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 First Amendment and Declarant desires to amend the Declaration pursuant to this First Amendment, as set forth below.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Section 1.2 of the Declaration is hereby amended by adding "and alleyways located on the Property" after "monuments serving the Community located on Lots,...".

2. The last sentence of Section 6.4 of the Declaration is hereby amended to include alley ways within the maintenance obligations of the Association and will state as follows: "The foregoing obligations of the Association shall also include performing, at its own expense, any maintenance and repair of any alleyways and entrance monuments for the Community, whether located within Common Areas or any Lot."

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: [Signature] (SEAL)
Operational Vice President

MIRAMAR DEVELOPMENT, LLC

[Signature]

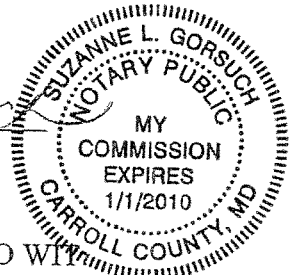
By: [Signature] (SEAL)

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

I HEREBY CERTIFY that on this 14 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.

[Signature]
Notary Public



My Commission Expires: 1/1/2010

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

I HEREBY CERTIFY that on this 9 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.

[Signature]

Notary Public
David E. Hecht
Notary Public
Baltimore County, MD

My Commission Expires: 4/1/2008

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 First 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:

Quah Connell
Quah Connell

ATTEST:

Quah 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)

Amc

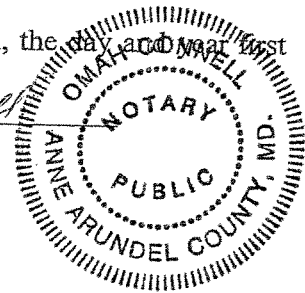
STATE OF Maryland: COUNTY OF Anne Arundel: TO WIT:

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.

Omah Connell
Notary Public

My commission expires on 6/1/2010



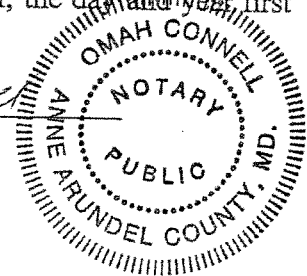
STATE OF Maryland: COUNTY OF Prince Georges: TO WIT:

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.

Omah Connell
Notary Public

My commission expires on 6/1/2010



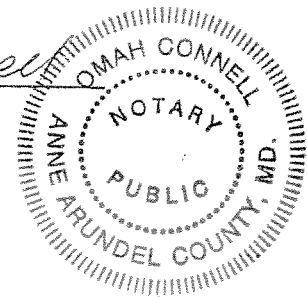
STATE OF Maryland: COUNTY OF Anne Arundel: TO WIT:

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 Sr. 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.

Omah Connell
Notary Public

My commission expires on 6/1/2010



CONSENT AND AGREEMENT OF MORTGAGE HOLDER

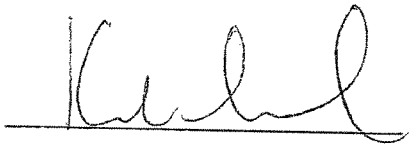
The Ryland Group, Inc., the Mortgage Holder under that certain Mortgage (the "Mortgage") dated November 5, 2004, from Miramar Development, LLC, as Mortgagor, and recorded among the Land Records of Baltimore County, Maryland in Liber 20945, folio 585 et seq., hereby joins in the foregoing First Amendment 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.

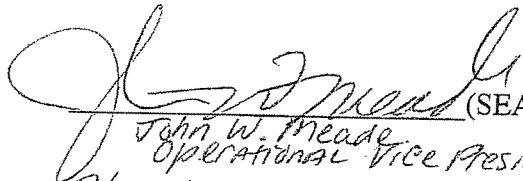
Nothing in the foregoing provisions of this Consent and Agreement of Mortgage Holder shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned 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.

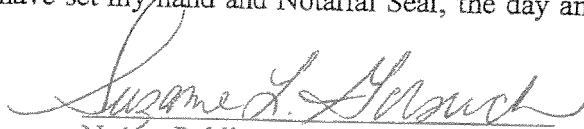


 (SEAL)
John W. Meade
Operational Vice President

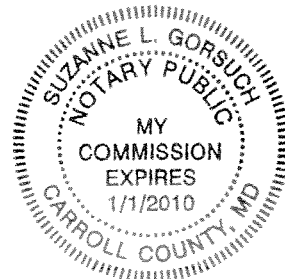
STATE OF Maryland: COUNTY OF Howard: TO WIT:

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 V.P. 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.


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