

DOC. NO. 381062

LIBER 1812 FOLIO 001  
THIRD AMENDMENT TO  
DECLARATION

RECEIVED  
CLERK, CIRCUIT COURT  
2008 SEP 17 PM 1:33  
QUEEN ANNE'S COUNTY

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SYMPHONY VILLAGE AT CENTREVILLE

AN AGE RESTRICTED (55 AND OVER) RESIDENTIAL COMMUNITY

(Amends Declaration of Covenants, Conditions and  
Restrictions recorded in Liber 1166 at folio 502)

NOTED DURE \$	20.00
RECORDING FEE	20.00
TOTAL	40.00
Rec'd QAE1	Rec'd \$ 37182
SM JGG	Blk # 1387
Sep 17, 2008	01:37 PM

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SYMPHONY VILLAGE AT CENTREVILLE (hereinafter the "Amendment"), is made as and effective for all purposes of this 10<sup>th</sup> day of September, 2008 by WATERFORD/CENTREVILLE, LLC, a Maryland limited liability company (the "Declarant").

EXPLANATORY STATEMENT

- A. The Declarant is the Declarant under a Declaration of Covenants, Restrictions and Conditions for the Symphony Village at Centreville project which have been recorded in the Land Records of Queen Anne's County, Maryland in Liber 1166 at folio 502.
- B. Pursuant to Article 13.1 of the Declaration of Covenants, Conditions and Restrictions, the Declarant is empowered to amend the Declaration during the Development period to, inter alia (i) make the Declaration or the Property comply with any applicable laws, (ii) to correct or cure any errors, ambiguity, inconsistency or conflicts between the Declaration, the bylaws, or the Articles, and (iii) make non-material changes.
- C. The Declarant desires to amend the Declaration.

NOW, THEREFORE, the Declarant hereby covenants and declares, on behalf of itself and its successors and assigns, that the Declaration in hereby, amended as set forth below.

1. Article 6.2(iii) is hereby deleted in its entirety and replaced by the following:
  - iii. Common Expense Assessment. Subject to the provisions of Section 6.2(v), the initial maximum annual assessment for each Lot upon which a House exists for its respective share of Common Expenses shall be One Hundred Seventy-Five Dollars (\$175.00) per month. Common Expense assessments shall be prorated for Lots upon which a House exists subsequent to the commencement of the Association's fiscal year for the period commencing on the date such House first exists through the end of the Association's fiscal year. Each fiscal year the Board of Directors shall be authorized to increase the annual assessment for each Lot by the amount determined by the Board of Directors to be necessary to fund the Common Expenses of the Association as determined by the budget adopted by the Board of Directors provided that regular annual assessment for each Lot may not be increased by more than ten percent (10%) over the regular annual assessment then existing for each Lot without the approval of a Majority Vote of each Class of Members. The Common Expense assessment for each Lot Owner shall be paid by such Lot Owner annually, no later than January 1<sup>st</sup> of each year provided that the Common Expense assessment for the balance of the then existing fiscal year for each Lot shall be paid in full on the closing date of each Owner for such Lot. The Board of Directors may if it so elects, permit Lot Owners to pay their annual Common Expense assessment monthly, quarterly, semi-annually or as otherwise determined by the Board of Directors. In such event, the failure of any Lot Owner to pay their annual assessment as determined by the Board of Directors shall result in the entire balance becoming immediately due and payable in full as set forth in Article 11.2(ii) herein.
  
2. Article 6.5 of the Declaration is hereby deleted in its entirety and replaced by the following:
  - 6.5 Collection of Assessments. Any assessment, installment, fine or charge levied by the Association in accordance with this Declaration if not paid within fifteen (15) days after the due date shall be delinquent and shall be assessed a late fee of \$25.00 or 1/10 of the assessment, whichever is greater and shall accrue interest as set forth in Section 11.1(iii) herein until paid. The Board of Directors, or the managing agent at the request of the Board of Directors, shall take such action as deemed appropriate to collect any assessments, installment, fine or charge levied under Article 6 or any other provisions of this Declaration due from any Owner or Member which remain unpaid for more than thirty (30) days after the due date for payment thereof. All monies received on account are applied to the oldest balance first.

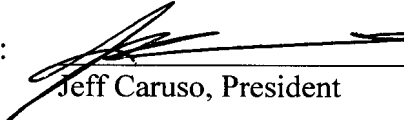
3. Article 11.1(iii) of the Declaration is hereby deleted in its entirety and replaced by the following:
- iii. Interest, Costs and Expenses. If a default by any Owner in paying any sum assessed against such Owner's Lot continues for a period in excess of fifteen(15) days, interest from the due date at a rate not to exceed the maximum permissible interest rate which may be charged under the Maryland Contract Lien Act or if no maximum is therein established, eighteen percent (18%) per annum, on the principal amount unpaid from the date due until paid. In addition, the Association shall have the right to recover from such Owner all collection costs, including reasonable attorney fees.
4. Except as set forth above, all other terms , provisions and conditions of the Declaration shall continue in full force and effect and shall not be modified or amended by the execution hereof. Capitalized terms not otherwise herein defined shall have the same meaning as defined in the Declaration.

In Witness Whereof, the Declarant has hereunto set its hand and seal as of the year and day first above written.

WATERFORD/CENTREVILLE, LLC  
A Maryland limited liability company

By: CARUSO CENTREVILLE  
MANAGER, LLC, a Maryland  
limited liability company, its  
Manager

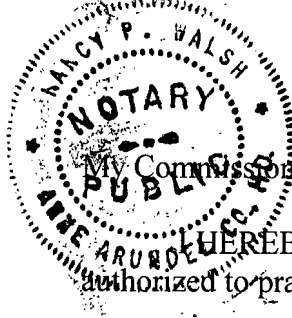
By: CARUSO HOMES, INC. a  
Maryland corporation,  
its Managing Member

By:  (SEAL)  
Jeff Caruso, President

STATE OF MARYLAND  
COUNTY OF Anne Arundel

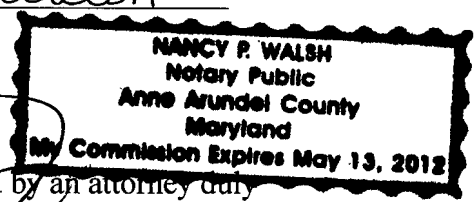
I HEREBY CERTIFY that on this 10 day of Sept., 2008, before me, the undersigned subscriber, a notary public for the state and county set forth above, did personally appear Jeff Caruso who acknowledged himself to be the President of Caruso Homes, Inc., a Maryland corporation, the Managing Member of Caruso Centreville Manager, LLC, a Maryland corporation, the Manager of Waterford/Centreville, LLC, a Maryland limited liability company, and did further acknowledge that he executed the foregoing instrument for the purposes therein.

AS WITNESS, I have hereunto set my hand and notarial seal this 10 day of Sept., 2008.



Nancy P. Walsh  
NOTARY PUBLIC

My Commission Expires: 5/13/2012



I HEREBY CERTIFY that the within instrument was prepared by an attorney duly authorized to practice before the Maryland Court of Appeals.

[Signature]  
JOHN M. OLIVERI

After Recording, please remit to:

John M. Oliveri, Esquire  
The Law Office of John M. Oliveri  
700 Melvin Avenue, Suite 8  
Annapolis, MD 21401

**State of Maryland Land Instrument Intake Sheet**

Baltimore City  County: Queen Anne

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
(Type or Print in Black Ink Only—All Copies Must Be Legible)

**LIBER 1812 FOLIO 005**

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<b>1</b>	<b>Type(s) of Instruments</b>	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.						
	<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Improved Sale Arms-Length [1] <input type="checkbox"/> Mortgage Lease <input type="checkbox"/> Unimproved Sale Arms-Length [2] <input checked="" type="checkbox"/> Other Amend. Declaration <input type="checkbox"/> Multiple Accounts Arms-Length [3] <input type="checkbox"/> Other _____ <input type="checkbox"/> Not an Arms-Length Sale [9]							
<b>2</b>	<b>Conveyance Type Check Box</b>							
<b>3</b>	<b>Tax Exemptions (if applicable)</b> Cite or Explain Authority	<b>Recordation</b>	N/A					
		<b>State Transfer</b>	N/A					
		<b>County Transfer</b>	N/A					
<b>4</b>	<b>Consideration and Tax Calculations</b>	<b>Consideration Amount</b>			<b>Finance Office Use Only</b>			
		Purchase Price/Consideration	\$			<b>Transfer and Recordation Tax Consideration</b>		
		Any New Mortgage	\$			Transfer Tax Consideration	\$	
		Balance of Existing Mortgage	\$			X ( ) % =	\$	
		Other:	\$			Less Exemption Amount	\$	
		Other:	\$			Total Transfer Tax	\$	
		Full Cash Value:	\$			Recordation Tax Consideration	\$	
					X ( ) per \$500 =	\$		
					<b>TOTAL DUE</b>	\$		
<b>5</b>	<b>Fees</b>	<b>Amount of Fees</b>		<b>Doc. 1</b>		<b>Doc. 2</b>		
		Recording Charge	\$ 40.00					
		Surcharge	\$					
		State Recordation Tax	\$					
		State Transfer Tax	\$					
		County Transfer Tax	\$					
		Other	\$					
	Other	\$						
<b>6</b>	<b>Description of Property</b> SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	<b>District</b>	<b>Property Tax ID No. (1)</b>	<b>Grantor Liber/Folio</b>	<b>Map</b>	<b>Parcel No.</b>	<b>Var. LOG</b>	
		03	008576 et al.					(5)
		<b>Subdivision Name</b>		<b>Lot (3a)</b>	<b>Block (3b)</b>	<b>Sect/AR (3c)</b>	<b>Plat Ref.</b>	<b>SqFt/Acreage (4)</b>
		Symphony Village at Centerville						
		<b>Location/Address of Property Being Conveyed (2)</b>						
		N/A						
		<b>Other Property Identifiers (if applicable)</b>						<b>Water Meter Account No.</b>
		<b>Residential</b> <input type="checkbox"/> or <b>Non-Residential</b> <input type="checkbox"/>	<b>Fee Simple</b> <input type="checkbox"/> or <b>Ground Rent</b> <input type="checkbox"/>	<b>Amount:</b>				
		<b>Partial Conveyance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Description/Amt. of SqFt/Acreage Transferred:</b>					
	If Partial Conveyance, List Improvements Conveyed:							
<b>7</b>	<b>Transferred From</b>	<b>Doc. 1 – Grantor(s) Name(s)</b>			<b>Doc. 2 – Grantor(s) Name(s)</b>			
		Symphony Village at Centerville						
		<b>Doc. 1 – Owner(s) of Record, if Different from Grantor(s)</b>			<b>Doc. 2 – Owner(s) of Record, if Different from Grantor(s)</b>			
<b>8</b>	<b>Transferred To</b>	<b>Doc. 1 – Grantee(s) Name(s)</b>			<b>Doc. 2 – Grantee(s) Name(s)</b>			
		Symphony Village at Centerville						
		<b>New Owner's (Grantee) Mailing Address</b>						
<b>9</b>	<b>Other Names to Be Indexed</b>	<b>Doc. 1 – Additional Names to be Indexed (Optional)</b>			<b>Doc. 2 – Additional Names to be Indexed (Optional)</b>			
<b>10</b>	<b>Contact/Mail Information</b>	<b>Instrument Submitted By or Contact Person</b>					<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided.	
		Name: John M. Oliveri, Esq.						
		Firm: Law Office of John M. Oliveri						
		Address: 700 Melvin Avenue, Suite 8 Annapolis, Maryland 21401 Phone: (410) 295-3000						
<b>11</b>	<b>IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b>							
	<b>Assessment Information</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?					
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____					
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).					
	<b>Assessment Use Only – Do Not Write Below This Line</b>							
	<b>Terminal Verification</b>	<b>Agricultural Verification</b>	<b>Whole</b>	<b>Part</b>	<b>Tran. Process Verification</b>			
	<b>Transfer Number</b>	<b>Date Received:</b>	<b>Deed Reference:</b>		<b>Assigned Property No.:</b>			
	Year: 20	20	<b>Geo.</b>	<b>Map</b>	<b>Sub</b>	<b>Block</b>		
	<b>Land</b>		<b>Zoning</b>	<b>Grid</b>	<b>Plat</b>	<b>Lot</b>		
	<b>Buildings</b>		<b>Use</b>	<b>Parcel</b>	<b>Section</b>	<b>Occ. Cd.</b>		
	<b>Total</b>		<b>Town Cd.</b>	<b>Ex. St.</b>	<b>Ex. Cd.</b>			
	<b>REMARKS:</b>							

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 1812, p. 0005, MSA\_CE58\_2026. Date available 09/24/2008. Printed 07/25/2017.

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