

LIBER 2054 FOLIO 520

DOC. NO. 408977

FIFTH AMENDMENT TO
DECLARATION

RECEIVED
CLERK, CIRCUIT COURT

OCT 19 AM 9:56

QUEEN ANNE'S COUNTY

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SYMPHONY VILLAGE AT CENTREVILLE

IMP FD SURE \$	40.00
RECORDING FEE	20.00
TOTAL	60.00
Rec# QAB1	Rec# 71710
SM RCB	Blk # 1111
Oct 19, 2011	09:58 am

AN AGE RESTRICTED (55 AND OVER) RESIDENTIAL COMMUNITY

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

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SYMPHONY VILLAGE AT
CENTREVILLE (hereafter the "Amendment"), is made as and effective for all
purposes of this ___th day of July, 2011, by SYMPHONY CENTREVILLE, LLC, a
Maryland limited liability company (the "Declarant") and by SYMPHONY
VILLAGE AT CENTREVILLE HOMEOWNERS ASSOCIATION, INC., a Maryland
Non-Profit, Non-Stock Corporation (the "Association").

EXPLANATORY STATEMENT

A. By virtue of an Assignment of Declarant's Rights dated February 1,
2011 and recorded among the Land Records of Queen Anne's County, Maryland (the
"Land Records") in Liber 2007 at Folio 239, the Declarant is the Declarant under a
certain Declaration of Covenants, Conditions and Restrictions For Symphony Village
at Centreville recorded in the Land Records of Queen Anne's County, Maryland in
Liber 1166 at folio 502, as amended by a First Amendment to Declaration recorded in
the Land Records in Liber 1173 at folio 388, as further amended by a Second
Amendment to Declaration recorded in the Land Records in Liber 1755 at Folio 176,
as amended by a Third Amendment to Declaration recorded in the Land Records in
Liber 1812 at Folio 001, and as amended by a Fourth Amendment to Declaration
recorded in the Land Records in Liber 1997 at Folio 088 (collectively the
"Declaration").

B. Pursuant to Article 13.1 of the Declaration, 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.

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C. The Association is charged with the governance of the Property.

D. The Second Amendment to Declaration recorded in the Land Records in Liber 1755 at Folio 176 contained an Exhibit 1 intended to represent all of the Property upon which the Association is charged with governing, however, through clerical error, only a portion of the Property is reflected on Exhibit 1 thereto.

E. Both the Declarant and the Association desire to correct the clerical error referenced above by filing a corrected Exhibit 1 to the Second Amendment to Declaration recorded in the Land Records in Liber 1755 at Folio 176 et seq., as attached to this Amendment. Moreover, the Declarant and the Association desire to make it clear that all of the real Property reflected in said corrected Exhibit 1 has been subjected to the covenants, restrictions, reservations, easements, servitudes, liens and charges which form the Declaration.

F. Additionally, the Declarant and the Association desire to amend the Declaration to provide for an award of attorneys' fees in covenant enforcement actions, provide for priority of lien pursuant to Maryland law, and to provide consistency in the provisions of the Bylaws and the Declaration with regard to the number of days the Board has to review an architectural application before it is automatically approved.

NOW THEREFORE, the Declarant and the Association, hereby covenant and declare, on behalf of themselves and their successors and assigns, that the Declaration is hereby amended as hereafter set forth below:

1. Exhibit 1 to the Second Amendment to Declaration recorded in the Land Records in Liber 1755 at Folio 176 is hereby deleted in its entirety and replaced with Exhibit 1 attached hereto and incorporated herein.

2. The Declarant hereby confirms, as does the Association through its signature below, that all of the real Property reflected in said Exhibit 1 attached hereto has been subjected to the covenants, restrictions, reservations, easements, servitudes, liens and charges which form the Declaration.

3. Article 9.1 Covenants Committee. v. Time for Response: Variances. is amended by striking the number and word, ~~(30) thirty~~, in the first and second sentences, and inserting in place and stead thereof in both sentences, the number and word, ~~(45) forty-five~~. All other text of said provision of the Declaration shall remain unchanged.

4. Article 11.1 Relief. v. Legal Proceedings. is amended by adding the following sentence at the end of the paragraph: **In any proceeding by the Association, or by an Owner, to enforce any restriction, condition, covenant, reservation,**

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easement, lien, rule or charge now or hereafter duly imposed, and provided that the plaintiff Association, or plaintiff Owner, prevails, such party shall be entitled to an award of its reasonable attorney's fees, litigation costs, and expenses incurred in prosecuting the proceeding.

5. Article 11.3 Subordination and Mortgagee Protection. is amended by adding the following phrase at the beginning of the first sentence thereof: **Except as otherwise provided by Maryland law, Notwithstanding"**

6. No Other Amendment. Except as herein stated, all other terms, conditions and provisions of the Declaration shall remain in full force and effect and shall not be modified or amended by the execution hereof.

7. Binding Effect. The terms, provisions and conditions of this Amendment to the Declaration shall be deemed to run with the Property and shall inure to the benefit of and be enforceable by the Declarant and the Association and each of their successors and assigns.

8. Capitalized Terms. Capitalized terms used in this Amendment not otherwise defined shall have the same meaning as set forth in the Declaration.

(Signature Pages to Follow)

In Witness Whereof, the Association and the Declarant have hereunto set their hands and respective seals as of the year and day first above written.

DECLARANT:

SYMPHONY CENTREVILLE, LLC, a Maryland limited liability company

By: *Elliot Yadin* (SEAL)
Name: Elliot Yadin
Title: Manager

ASSOCIATION:

SYMPHONY VILLAGE AT CENTREVILLE HOMEOWNERS ASSOCIATION, INC., a Maryland Non-Profit, Non-Stock Corporation

By: *Mark Somerville* (SEAL)
Name: MARK SOMERVILLE
Its: President
By: *Chris Block* (SEAL)
Name: CHRIS BLOCK
Its: Secretary

For the purpose of compliance with Article 13.2 of the Declaration, the above signature of the President is deemed a valid certification of this amendment verifying the compliance, to the best of his knowledge, of the procedures of said Article. *MS* (initial)

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 2054, p. 0523, MSA_CE58_2268. Date available 10/25/2011. Printed 07/25/2017.

STATE OF MARYLAND
COUNTY OF

I HEREBY CERTIFY that on this 10th day of October, 2011, before me, the undersigned subscriber, a notary public for the state and county aforesaid, did personally appear Elliot Yadin who acknowledged himself to be the Manager of Symphony Centreville, LLC, being duly authorized so to do, did further acknowledge that he executed the foregoing instrument for the purposes therein contained by signing the name of Symphony Centreville, LLC, a Maryland limited liability company and acknowledged the foregoing to be his/her act for and on behalf of said limited liability company.

AS WITNESS, I have hereunto set my hand and notarial seal this 10th day of October, 2011.

[Signature]
NOTARY PUBLIC

(SEAL)



My Commission Expires: June 10, 2013.

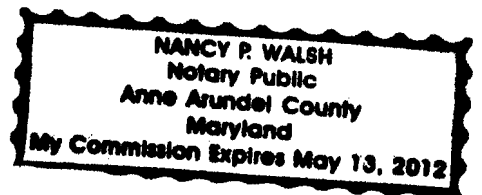
STATE OF MARYLAND
COUNTY OF

I HEREBY CERTIFY that on this 13th day of October, 2011, before me, the undersigned subscriber, a notary public for the state and county aforesaid, did personally appear Mark Somerville who acknowledged himself to be the President of Symphony Village at Centreville Homeowner's Association, Inc., a Maryland Non-Profit, Non-Stock Corporation, being duly authorized so to do, did further acknowledge that he/she executed the foregoing instrument for the purposes therein contained by signing the name of Symphony Village at Centreville Homeowner's Association, Inc..

AS WITNESS, I have hereunto set my hand and notarial seal this 13th day of October, 2011.

Nancy Walsh (SEAL)
NOTARY PUBLIC

My Commission Expires: 5/13/2012.



QUEEN ANNES COUNTY CIRCUIT COURT (Land Records) SM 2054, p. 0524, MSA_CE58_2268. Date available 10/25/2011. Printed 07/25/2017.

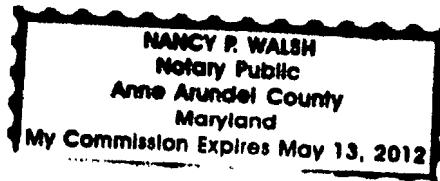
STATE OF MARYLAND
COUNTY OF

I HEREBY CERTIFY that on this 14th day of October, 2011, before me, the undersigned subscriber, a notary public for the state and county aforesaid, did personally appear Chris Block who acknowledged himself to be the Secretary of Symphony Village at Centreville Homeowner's Association, Inc., a Maryland Non-Profit, Non-Stock Corporation, being duly authorized so to do, did further acknowledge that he/she executed the foregoing instrument for the purposes therein contained by signing the name of Symphony Village at Centreville Homeowner's Association, Inc..

AS WITNESS, I have hereunto set my hand and notarial seal this 14 day of October, 2011.

Nancy Walsh (SEAL)
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.

Kathleen M. Elmore

Kathleen M. Elmore, Esquire

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 2054, p. 0525, MSA_CE58_2268. Date available 10/25/2011. Printed 07/25/2017.

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Corrected Exhibit 1 to the Second Amendment to Declaration

Being a part of the land described below and as described as Symphony Village at Centreville” and recorded in the land records of Queen Anne’s County, Maryland in Plat 33 at Plats numbered 6A through 6U inclusive. The foregoing property includes Phases 1 through 4, Lots numbers 1 to 395, inclusive, and all open space parcels as defined in said plats.

Being a part of that same land and premises as was conveyed by Deed April 25, 2003 from Nicholas Irwin Wood and Jean S. Wood, husband and wife to Waterford Centreville, LLC a Maryland limited liability company and recorded in Liber 1070 at page 217 among the land records of Queen Anne’s County, Maryland and containing 139.767 acres, more or less the description of which is incorporated herein by reference as it set forth in full.

UPON RECORDING PLEASE RETURN TO:

Darin Levine
Levine Law Group, LLC
839 Quince Orchard Blvd.
Suite M
Gaithersburg, MD 20878

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 2054, p. 0526, MSA_CE58_2268. Date available 10/25/2011. Printed 07/25/2017.