

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
"WEST OF EDEN" SUBDIVISION AND "WEST OF EDEN"
SUBDIVISION HOMEOWNERS' ASSOCIATION DECLARATION**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for "West of Eden" Subdivision and to the "West of Eden" Subdivision Homeowners' Association Declaration is made this 15th day of February, 2001, by Paul W. Elliott, hereinafter referred to as "Developer" and the undersigned owners of all of the lots in the subdivision shown on the plat entitled "West of Eden, Section One" which is recorded among the Land Records of Wicomico County, Maryland.

WHEREAS, Developer is the owner of all that tract or parcel of land situate, lying and being the Trappe Election District of Wicomico County, Maryland on the Northwest side of the County Road from Upper Ferry to Allen and the Southside of the County Road from Upper Ferry via the property now or formerly known as the Clifford Copper Homeplace to the Old Allen Wharf, containing 35 acres, more or less, now shown to be 55 acres, more or less, on the unrecorded plat entitled "West of Eden", Section Two", made by Brian M. Dennis dated March 29, 1996, pursuant to the deed from H & S Builders, Inc. dated July 2, 1996 and recorded among the Land Records of Wicomico County at Liber M.S.B. No. 1495, Folio 379, (hereinafter "the Property"); and

WHEREAS, Shawn Appleby (hereinafter "Appleby") is the owner of all that lot or parcel or land known as Lot 1, Block A on the plat entitled "West of Eden, Section One" pursuant to the deed from John H. Terry and Sandra G. Leatherbury dated June 20, 2000 and recorded among the aforesaid Land Records at Liber M.S.B. No. 1753, Folio 72; and

WHEREAS, Lisa A. Wilkinson and Wanda J. Waugh (hereinafter collectively "Wilkinson & Waugh") are the owners of all that lot or parcel of land known as Lot 1, Block B on a plat entitled "West of Eden, Section One" pursuant to the deed from Lisa A. Wilkinson dated April 3, 1998 and recorded among the aforesaid Land Records at Liber M.S.B. No. 1609, Folio 336; and

WHEREAS, Michael L. Wyatt, Jr. and Lori A. Wyatt, his wife (hereinafter collectively "Wyatt") are the owners of all that lot or parcel of land known as Lot 2, Block B on a plat entitled "West of Eden, Section One" pursuant to the deed from H & S. Builders, Inc. dated

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February 11, 1994 and recorded among the aforesaid Land Records at Liber M.S.B. No. 1378, Folio 628; and

WHEREAS, the aforesaid lots owned by Appleby, Wilkinson & Waugh and Wyatt, are subject to the Declaration of Covenants, Conditions, Restrictions and Easements for "West of Eden" subdivision dated June 18, 1992 and recorded among the aforesaid Land Records at Liber M.S.B. No. 1296, Folio 96, et seq. (hereinafter the "Covenants"); and

WHEREAS, Developer desires to subject The Property and any and all lots located or to be located therein and the improvements located or to be located thereon when subdivided to the Covenants as amended hereby for the purpose of protecting the value and desirability of the property and improvements thereon and for the purpose of distributing among the owners of the lots the cost of maintaining and operating the common areas and any improvements constructed thereon; and

WHEREAS, Developer desires to make The Property when subdivided a part of the subdivision currently known as "West of Eden" and to change the name of the subdivision from "West of Eden" to "River Woods"; and

WHEREAS, Developer also desires to change the name of the homeowners' association authorized by the "West of Eden" Subdivision Homeowners' Association Declaration dated June 18, 1992 and recorded among the aforesaid Land Records at Liber M.S.B. No. 1296, Folio 103 (hereinafter the "Association Declaration") from "West of Eden Homeowners' Association, Inc." to "River Woods Homeowners' Association, Inc."; and

WHEREAS, Appleby, Wilkinson & Waugh and Wyatt join herein for the purpose of agreeing to change the name of the subdivision wherein their aforesaid lots are located from "West of Eden" to "River Woods" and to change the name of the homeowners' association from "West of Eden Homeowners' Association, Inc." to "River Woods Homeowners' Association, Inc."; and

WHEREAS, Developer, Appleby, Wilkinson & Waugh and Wyatt also desire to make certain changes and amendments to the Declaration and to the Association Declaration as stated herein.

NOW, THEREFORE, Developer, Appleby, Wilkinson & Waugh and Wyatt hereby amend the Covenants as follows:

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1. The name of the subdivision is hereby changed from "West of Eden" to "River Woods".

2. The Property shall be held, sold and conveyed subject to the terms, conditions and obligations in the Covenants as amended hereby.

3. The name of the homeowners' association authorized by the Association Declaration is hereby changed from "West of Eden Homeowners' Association, Inc." to "River Woods Homeowners' Association, Inc."

4. For all purposes arising on or after the date hereof, the term "Developer" as used in the Covenants shall be changed from **H & S Builders, Inc.** to **Paul W. Elliott**.

5. Article I, Paragraph (2) of the Covenants entitled "Building Approval" is deleted and the following is substituted therefor:

(2) Building Approval: No buildings shall be erected, placed or altered on any of the above described lots until the building plans, specifications and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location of building with respect to topography and finished grade and elevation by Developer or, after two-thirds (2/3) of the Lots have been conveyed by Developer or Developer's predecessor in title, by a committee of three (3) Lot owners selected by the Homeowners' Association (hereinafter "the Committee"). Developer or the Committee as the case may be has the absolute authority to approve or disapprove any dwelling or building for any of the above or other aesthetic reasons. Any changes of any portion of a proposed or existing building and changes of the exterior color and design must be approved by Developer or Committee as the case may be from time to time as said changes are made. The Committee shall be self-perpetuating and shall continue until its power and duties shall cease at the time hereinafter specified and in the event any member shall refuse to act or in the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority.

6. Article I, Paragraph (3) b entitled "One and One-Half Story and Two-Story Dwellings" is amended to substitute the words "750 square feet" for the words "900 square feet".

7. Article I, Paragraph (5) entitled "Parking of Vehicles" is deleted and the following is substituted therefor:

(5) Parking of Vehicles: Commercial vehicles, untagged or inoperable vehicles, boats, trailers of any type, campers, motor or trailer homes, farm equipment, and farm vehicles, shall only be parked behind the rear line of the house on the applicable Lot.

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House trailers or recreational vehicles shall not be utilized as a temporary dwelling or otherwise occupied while parked on the homesite. No such vehicles shall be otherwise parked on any homesite, in any driveway, or on any street except that a boat may be parked in a driveway or parking area for a period not to exceed thirty (30) days during the spring for spring refurbishing and during the fall time for lay-up of said boat.

8. Article I, Paragraph (8) entitled "Building Location" is deleted and the following is substituted therefor:

Building Location: All buildings or part thereof shall be constructed so as to comply with the minimum setback line as established on the subdivision plat. However, the Developer may waive this requirement when construction has unintentionally been placed over the setback line if the Developer files among the Land Records a waiver stating that such violation does not, in the opinion of the Developer, adversely affect the value of the adjoining properties. However, in no instance may the Developer educe the setback requirement below the minimum standards imposed by Wicomico County regulations and ordinances without the specific and prior approval of Wicomico County, State of Maryland. When the Developer no longer owns any lots in the subdivision, its right to grant variances hereunder shall be assigned to the Homeowners' Association.

9. Article I, Paragraph (18) B, regarding the Homeowners' Association is deleted and the following is substituted therefor:

B. Developer shall convey to the Homeowners' Association as hereinbefore created fee simple title to the areas shown on the Subdivision plat as open space and/or stormwater management areas at the time of recordation of the Subdivision plat. These areas shall be conveyed free and clear of all liens not later than the date on which Developer or Developer's predecessor in title has conveyed two-thirds (2/3) of the Lots.

10. Article III is amended to delete the paragraph entitled "Enforcement" and to substitute the following therefor:

Enforcement: If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Developer and/or the Homeowners' Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him or them from so doing or to recover damages or other dues for such violation. Any party enforcing the covenants herein shall not be liable for damages of any kind to any party who fails to abide by or carry out any of the these restrictions. Failure of Developer or the Homeowners' Association to enforce any of the covenants or conditions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter, or of the covenant or condition itself.

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11. All provisions of the Covenants not specifically amended herein remain unchanged and unamended.

AND, Developer Appleby, Wilkinson & Waugh and Wyatt hereby also amend the Association Declaration as follows:

12. For all purposes arising on or after the date hereof, the term "Developer" as used in the Association Declaration shall be changed from **H & S Builders, Inc.** to **Paul W. Elliott**.

13. Article VIII, D entitled "Amendment" is deleted and the following is substituted therefor:

This Declaration and its provisions may be amended by the vote of owners of not less than two-thirds (2/3) of all of the lots in the subdivision.

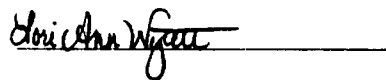
14. All provisions of the Association Declaration not specifically amended herein remain unchanged and unamended.

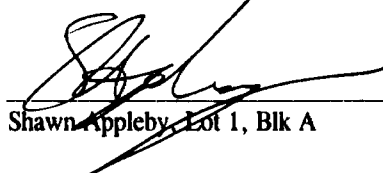
AS WITNESS our execution hereof, the day and year first above written.

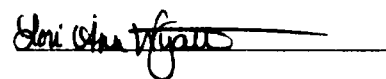
WITNESS:

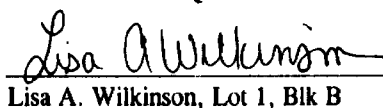


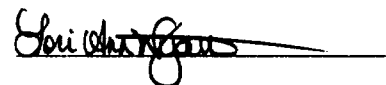

Paul W. Elliott, Developer

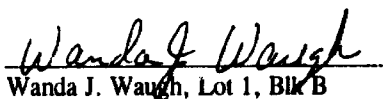


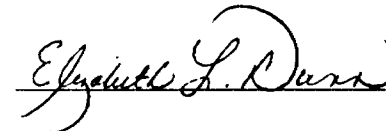

Shawn Appleby, Lot 1, Blk A

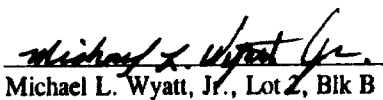


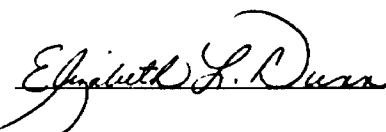

Lisa A. Wilkinson, Lot 1, Blk B

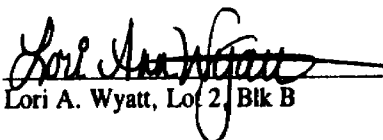



Wanda J. Waugh, Lot 1, Blk B




Michael L. Wyatt, Jr., Lot 2, Blk B

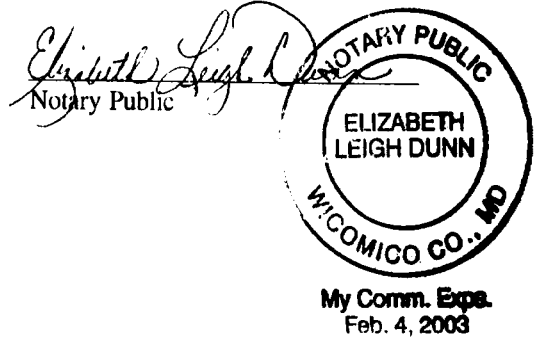



Lori A. Wyatt, Lot 2, Blk B

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 1ST day of February, 2001, before me, the undersigned, personally appeared Paul W. Elliott who made oath in due form of law that the matters and facts contained therein are true and correct to the best of his knowledge and belief.

AS WITNESS My hand and notarial seal.



My Commission Expires:

02/04/03

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 1ST day of February, 2001, before me, the undersigned, personally appeared Shawn Appleby who made oath in due form of law that the matters and facts contained therein are true and correct to the best of his knowledge and belief.

AS WITNESS My hand and notarial seal.

Notary Public

My Commission Expires:

11/06/02

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 1ST day of February, 2001, before me, the undersigned, personally appeared Lisa W. Wilkinson who made oath in due form of law that the matters and facts contained therein are true and correct to the best of her knowledge and belief.

AS WITNESS My hand and notarial seal.

Notary Public

My Commission Expires:

11/06/02

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STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 1st day of February, 2001, before me, the undersigned, personally appeared Wanda J. Waugh who made oath in due form of law that the matters and facts contained therein are true and correct to the best of her knowledge and belief.

AS WITNESS My hand and notarial seal.

Notary Public

My Commission Expires:

11/06/02



IMP. FD. SUR. 5.00
RECORDING FEE 20.00
TOTAL 25.00
Res # W183 Rct # 28131
MSB 4488 Bk # 687
Mar 13, 2001 03:50 PM

STATE OF MARYLAND, COUNTY OF WICOMICO:

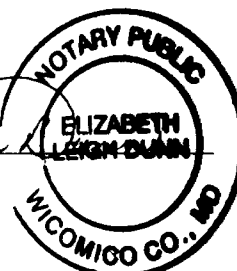
I HEREBY CERTIFY, that on this 1st day of February, 2001, before me, the undersigned, personally appeared Michael L. Wyatt who made oath in due form of law that the matters and facts contained therein are true and correct to the best of his knowledge and belief.

AS WITNESS My hand and notarial seal.

Notary Public

My Commission Expires:

02/04/03



My Comm. Exps.
Feb. 4, 2003

STATE OF MARYLAND, COUNTY OF WICOMICO:

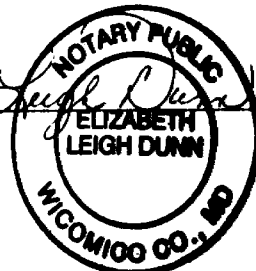
I HEREBY CERTIFY, that on this 1st day of February, 2001, before me, the undersigned, personally appeared Lori A. Wyatt who made oath in due form of law that the matters and facts contained therein are true and correct to the best of her knowledge and belief.

AS WITNESS My hand and notarial seal.

Notary Public

My Commission Expires:

02/04/03



My Comm. Exps.
Feb. 4, 2003

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F:\Real-Est\5-0609\1" Amendment to Declaration

Del Public Works

Received for Record MAR 13 2001 and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 1802 Folio 64-70
Mark J. Brown Clerk