

***AMENDED DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS***

**AMENDED DECLARATION  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PROPHECY HOMEOWNERS ASSOCIATION, INC.  
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# PROPHECY HOMEOWNERS ASSOCIATION, INC.

## FINING SYSTEM

<b>FINE NUMBER</b>	<b>SUPPORTED BY ARTICLE #</b>	<b>DESCRIPTION OF FINE</b>	<b>AMOUNT LEVIED</b>
001-1096	Article IX.2.E Covenants	Trash can/recycling bin in public view (front, back, side yard)	\$50.00
002-1096	Article IX.1.A By-laws	Vandalism to common areas (lights, pool, sidewalks, turf, playground equipment)	\$100.00 + cost of repair
003-1096	Article IX.1.A By-laws	Destruction to common areas (trees, parking lots, turf, etc.)	\$100.00 + cost of repair
004-1096	Article VII, VIII Covenants	Paint color violation Stain color violation	\$100.00
005-1096	Article VII, VIII Covenants	Deterioration to exterior of home	\$100.00
006-1096	Article VII, VIII Covenants	Fences in need of repair	\$100.00
007-1096	Article IX.2.H Covenants	Unapproved structures in yards (sheds, playhouses, etc.)	\$100.00
008-1096	Article VII, VIII Covenants	Unapproved windows	\$100.00
009-1096	Article VII, VIII Covenants	Uncut grass/untrimmed shrubs	\$25.00 + cost of correcting the violation
010-1096	Article IX.2.C Covenants	Trasly/Unkempt yards	\$25.00
011-1096	Article VII, VIII Covenants	Unapproved Vinyl Siding	\$100.00
012-1096	Article IX.2.L Covenants	Antennas on roof	\$50.00
013-1096	Article IX.2.D Covenants	Extraordinary maintenance of autos or other vehicles	\$100.00
014-1096	Article IX.2.D Covenants	Commercial vehicles	\$100.00

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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made this 14<sup>th</sup> day of January, 1975, by Enterprise Developers, Inc., a Maryland corporation, as assignee from Urban Systems Development Corporation, witnesseth:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions, dated March 23, 1973, and recorded in Liber 4202 at folio 692 of the Land Records of Prince George's County, Maryland, hereinafter referred to as "declaration", Urban Systems Development Corporation, as declarant, subjected certain parcels of land to covenants, conditions and restrictions therein set forth; and

WHEREAS, Article XI, Section 5 of said declaration provides that said "...Declaration may be amended during the first twenty (20)-year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners,..."; and

WHEREAS, by deed dated January 16<sup>th</sup>, 1975, and intended to be recorded prior to this Amended Declaration, Urban Systems Development Corporation conveyed all of the Lots which are included in the Properties to Enterprise Developers, Inc.; and

WHEREAS, all of said Lots are undeveloped and were conveyed to Enterprise Developers, Inc. "for the purpose of development" and it is now sole owner of all of the Lots which are included in the Properties; and

WHEREAS, neither Federal Housing Administration nor Veteran's Administration have any present financial interest in the property arising out of initial financing to an owner or otherwise; and

WHEREAS, Enterprise Developers, Inc. in accordance with its agreement with Urban Systems Development Corporation wishes to alter and modify the property subject to this declaration, and also wishes to redescribe the property which remains subject to this declaration and to otherwise modify and amend this declaration; and

WHEREAS, pursuant to Article I, Section 7 of the declaration, Enterprise Developers, Inc., as assignee for Urban Systems Development Corporation is now declarant and shall be hereafter referred to as "Declarant"

RECORDED  
IN  
LIBER 4202  
AT FOLIO 692

1975-1-14

WHEREAS, reference will frequently be made to said declaration and to this amendment, which reference will be made easier by the incorporation of all of the changes into a single document.

NOW THEREFORE, pursuant to Article XI, Section 5 of the declaration, the undersigned being the sole Lot Owner does hereby amend said declaration recorded in Liber 4202 at folio 692 of the aforementioned Land Records to read in full as follows:

WHEREAS, declarant is the owner of certain property in the County of Prince George's, State of Maryland, which is more particularly described as follows:

**Parcel A &**

Lots 1 through 8 inclusive Block 30,  
 Lots 1 through 4 inclusive Block 31,  
 Lots 1 through 9 inclusive Block 32,  
 Lots 1 through 7 inclusive Block 33,  
 Lots 1 through 9 inclusive Block 34,  
 Lots 1 through 8 inclusive Block 35,  
 Lots 1 through 7 inclusive Block 36,  
 Lots 1 through 9 inclusive Block 37,  
 Lots 1 through 9 inclusive Block 38,  
 Lots 1 through 9 inclusive Block 39,  
 Lots 1 through 7 inclusive Block 40,  
 Lots 1 through 8 inclusive Block 41,  
 Lots 1 through 9 inclusive Block 42,  
 Lots 1 through 5 inclusive Block 43.

"Section One, Plat 1 of 4, PROPHECY, Oxon (12th) District, Prince George's County, Maryland", recorded among the Land Records of Prince George's County, Maryland in Plat Book 83 as Plat No. 93.

**Parcel B, Parcel C &**

Lots 1 through 9 inclusive Block 12,  
 Lots 1 through 5 inclusive Block 15,  
 Lots 1 through 6 inclusive Block 16,  
 Lots 1 through 9 inclusive Block 17,  
 Lots 1 through 6 inclusive Block 18,  
 Lots 1 through 8 inclusive Block 19,  
 Lots 1 through 8 inclusive Block 20,  
 Lots 1 through 7 inclusive Block 21,  
 Lots 1 through 5 inclusive Block 22,  
 Lots 1 through 6 inclusive Block 23,  
 Lots 1 through 5 inclusive Block 24,  
 Lots 1 through 5 inclusive Block 25,  
 Lots 1 through 6 inclusive Block 26,  
 Lots 1 through 5 inclusive Block 27,  
 Lots 1 through 7 inclusive Block 28,  
 Lots 1 through 7 inclusive Block 29.

"Section One, Plat 2 of 4, PROPHECY, Oxon (12th) District, Prince George's County, Maryland", recorded among the Land Records of Prince George's County, Maryland in Plat Book 83 as Plat No. 94.

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Parcel D, Parcel E &

- Lots 1 through 7 inclusive Block 1,
- Lots 1 through 6 inclusive Block 2,
- Lots 1 through 8 inclusive Block 3,
- Lots 1 through 6 inclusive Block 4,
- Lots 1 through 6 inclusive Block 5,
- Lots 1 through 7 inclusive Block 6,
- Lots 1 through 8 inclusive Block 7,
- Lots 1 through 6 inclusive Block 8,
- Lots 1 through 3 inclusive Block 9,
- Lots 1 through 3 inclusive Block 10,
- Lots 1 through 6 inclusive Block 11,
- Lots 1 through 8 inclusive Block 13,
- Lots 1 through 3 inclusive Block 14.

"Section One, Plat 3 of 4, PROPHECY, Oxon (12th) District, Prince George's County, Maryland", recorded among the Land Records of Prince George's County, Maryland in Plat Book 83 as Plat No. 95.

Parcel F

"Section One, Plat 4 of 4, PROPHECY, Oxon (12th) District, Prince George's County, Maryland", recorded among the Land Records of Prince George's County, Maryland in Plat Book 83 as Plat No. 96.

NOW THEREFORE, declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Prophecy Homeowners Association, Inc., a Maryland corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Parcel "A", Section One, Plat 1 of 4, Prophecy

Parcels "B" & "C", Section One, Plat 2 of 4, Prophecy

Parcels "D" & "E", Section One, Plat 3 of 4, Prophecy

Parcel "F", Section One, Plat 4 of 4, Prophecy

Section 5. "Dwelling Unit" shall mean and refer to any building or portion of a building situated within the Properties and originally designated and intended for use and occupancy as residence by a single family.

Section 6. "Lot" shall mean and refer to any plot or parcel of land included within the "Properties" and shown upon any recorded subdivision map or plat with the exception of the Common Area.

Section 7. "First Mortgage" shall mean and refer to the holder of the first mortgage or deed of trust on any "Lot" which is improved by a "Dwelling Unit."

Section 8. "Declarant" shall mean and refer to Enterprise Developers, Inc., a Maryland corporation, as assignee from Urban Systems Development Corporation of all of the property herein described, and the successors and assigns from Enterprise Developers, Inc., if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Member" shall mean and refer to any person or entity who holds membership in the Association.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:



(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the right of homeowners hereunder shall be subordinate to the rights of the mortgagee in said properties, provided however that no mortgage of the Common Area shall be valid or effective unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote per mortgage) shall have given their prior written approval, and unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the Class B membership, if any has been recorded, consenting to said mortgage;

(d) the right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or the Board of Directors. Except as hereinafter provided, no such dedication or transfer shall be effective unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote per mortgage) shall have given their prior written approval and unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the Class B membership, if any has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance. Without the assent or signature of the membership being

required, the Board of Directors shall have the right to grant such easements, rights of way, and licenses and to dedicate such streets and roads in and through the Common Area, as it shall from time to time deem necessary or desirable. Without the approval of first mortgagees being required, the Board of Directors shall have the right to grant easements for public utilities or for other public purposes consistent with the intended use of Common Area;

(f) the right of the Association to limit the number of guests of members;

(g) the right of individual Owners to the exclusive use of the parking spaces as provided in Section 4 hereof.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, and such other persons as may be permitted by the Association.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Common Area, subject to all easements, covenants, conditions and restrictions of record, to the Association <sup>^</sup>prior to the conveyance of the first Lot.

Section 4. Parking Rights. The Association shall maintain upon the Common Area at least two parking spaces for each Dwelling Unit. Subject to reasonable rules and conditions, the Association shall designate at least one parking space conveniently located with respect to each Dwelling Unit for the exclusive use of the members residing therein, their families and guests. The use of such space by any other member or person may be enjoined by the Association or the members entitled thereto. The right to the exclusive use of such parking space, the right of ingress and egress to said parking area and to the maintenance and designation of said parking space by the Association shall be appurtenant to and shall pass with the title to each Dwelling Unit.

ARTICLE III  
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration of Covenants and any amendments hereto, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV  
VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all those Owners as defined in Article III with the exception of Declarant, until such time as Declarant's membership is converted as hereinafter provided. Class A members shall be entitled to one vote for each Lot, in which said member holds the interest required for membership by Article III; provided, however, that, where more than one person holds such interest in any one Lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B - The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III; provided, however, that the Class B membership shall cease and be converted to Class A membership, with the voting rights therein applicable, upon the happening of either of the following events, whichever occurs earlier; (a) when the total votes outstanding in the Class A membership equal or exceeds the total votes outstanding in the Class B membership, or (b) on January 1, 1980.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties,

hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) the hereinafter provided applicable annual assessment or charge and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the following purposes: the promotion of the recreation, health, safety and welfare of the residents in the Properties; the payment of all costs relating to the maintenance and operation of the Association; the operation, improvement, maintenance, replacement and repair of the Common Areas including, but not limited to, the maintenance, improvement, and establishment of any parks, playgrounds, swimming pool, roads, parking areas, fences, paths and any and all other facilities located or established from time to time thereon and including the cost of all labor, equipment, materials, management, supervision and all other costs directly or indirectly incident thereto; the promotion, improvement and maintenance of the beautification of the Prophecy Subdivision; the payment of any taxes or assessments levied from time to time by any lawful authority against the said Common Areas; the payment of all insurance from time to time carried on the Common Areas or the facilities located thereon; and the improvement and maintenance of the Properties, services and facilities devoted to the promotion of the health, recreation, safety and welfare of the residents in the Properties.

Section 3. Annual Assessment. (a) Until January 1 of the year immediately following the conveyance of the Common Area to the Association, the annual assessment shall be Two Hundred and no/100 (\$200.00) Dollars per

Lot improved by a completed Dwelling Unit and Fifty and no/100 (\$50.00) Dollars per Lot not improved by a completed Dwelling Unit, adjusted in accordance with Section 7 hereof.

(b) From and after January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment may be increased each year by an amount not more than either five (5%) percent above the maximum assessment for the previous year or the percentage of increase in the previous year in the consumer price index (U. S. Bureau of Labor Statistics, Consumer Price Index, "All Items United States," or a substitute index) whichever is greater, without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment may be increased above either five (5%) percent of the maximum assessment for the previous year or the consumer price increase, whichever is greater, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) From and after January 1 of the year immediately following the conveyance of the Common Area to the Association the annual assessment for any Lot which is not improved by a completed Dwelling Unit shall be fixed at an amount equal to twenty-five (25%) percent of the annual assessment established from time to time for a Lot which is improved by a completed Dwelling Unit. The assessment for each Lot shall be adjusted as of the first day of the month following the completion of the Dwelling Unit. From and after January 1, 1980 the annual assessment for all Lots, regardless of improvements, shall be fixed at the full amount established for a Lot which is improved by a completed Dwelling Unit.

(e) After consideration of (i) current maintenance costs, (ii) requirements for an adequate reserve fund for replacement of improvements on and to the Common Area and (iii) future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum for the said year.

(f) An adequate reserve fund for the replacement of the improvements on and to the Common Areas must be established and funded by the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as provided in Section 3 hereof, annual assessments must be fixed at a uniform rate for all Lots. Special assessments must be fixed at a uniform rate for all Lots. There shall, however, be no rate adjustment due to Lot size. Annual assessments shall be payable monthly or semi-annually in advance, as determined by the Board of Directors.

Section 7. Date of Commencement of Annual and Special Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due date of

any special assessment authorized under Section 4 shall be fixed in the resolution authorizing such assessment. Written notice of the annual and special assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish to Owner, to any mortgagee or to any contract purchaser a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates except as to a first mortgage. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien for all such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The term mortgage or mortgages shall include Deed of Trust or Deeds of Trust.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the

Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI  
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Maryland regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all arbitrators shall be final and conclusive of the question involved.



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ARTICLE VII  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. The Board of Directors or its architectural control committee shall be permitted to make a reasonable charge for the review of any such plans and specifications. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The construction undertaken by or at the direction of Declarant shall not be subject to the terms of this provision.

ARTICLE VIII  
EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IX  
USE RESTRICTIONS AND NUISANCES

Section 1. Residential Use. The Dwelling Units shall be used exclusively for dwelling purposes and for such accessory home occupations as shall be permitted from time to time by the Zoning Ordinances for Prince George's County and which are clearly incident to the main use as a dwelling.

Section 2. Itemization. Except for the activities of the Declarant during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling Unit situate upon the Properties, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of the Properties.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling Unit situate upon the Properties, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot.

(d) Except as hereinelsewhere provided, no junk vehicle, commercial vehicle, or commercial trailer, shall be kept upon the Properties nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(e) Trash and garbage containers shall be kept in a clean and sanitary condition and shall not be permitted to remain in public view except on days of trash collection.

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies, or unless as otherwise authorized by the Board of Directors.

(g) No sound hardwood trees shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed committee.

(h) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any Lot at any time. Temporary playhouses or the like may be so maintained provided that their primary purpose is the maintenance and/or promotion of juvenile recreation

(i) No signs of any character shall be erected, posted or displayed upon, in or about any Lot or Dwelling Unit situate upon the Properties, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any Dwelling Unit placed upon the market for sale or rent.

(j) No structure, planting or material other than sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(k) The doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(l) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Lot or Dwelling Unit without the prior written consent of the Board of Directors.

(m) There shall be no violation of any rules for the use of the Common Areas which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws authorized to adopt such rules.

Section 3. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of the Properties and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling Unit at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more members appointed by the Board.

Section 4. Declarant's Exemption. During the period of development, the Declarant shall be exempt from the provisions of Article IX, Section 2.

4453 76

ARTICLE X  
EASEMENTS

The Properties herein described shall be subject to all easements and restrictions of record.

ARTICLE XI  
ANNEXATION OF ADDITIONAL PROPERTIES

Additional residential property and common areas may become subject to this Declaration by annexation. Annexation of any such additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, or any first mortgagee shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have

by its President, with its corporate seal hereunto affixed, attested by its Secretary on the date first above written.

ENTERPRISE DEVELOPERS, INC.

BY: Albert W. Turner  
Albert W. Turner, President

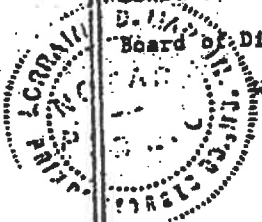


ATTEST:

Harry D. Barney  
Harry D. Barney, Secretary  
Asst.

STATE OF Maryland :  
COUNTY OF Prince George's : ss:

I HEREBY CERTIFY that on this 14th day of January, 1975, before the subscribed, a Notary Public in and for the State and County aforesaid, personally appeared in said State and County, Albert W. Turner, who made oath in due form of law that he is the duly elected and acting President of Enterprise Developers, Inc., Declarant and sole Lot Owner in the foregoing Amended Declaration and he acknowledged said Amended Declaration to be the act and deed of said corporation, executed by authority of its Board of Directors.



WITNESS my hand and official seal this 14th day of January, 1975.

Lorraine D. Martin  
Notary Public, Maryland, Lorraine D. Martin

My Commission Expires: 7/1/78

CONSENT OF URBAN SYSTEMS DEVELOPMENT CORPORATION

Urban Systems Development Corporation, original Declarant, does hereby join in this Amended Declaration of Covenants, Conditions and Restrictions to acknowledge the recitals set forth and to evidence its consent to the amendments herein made.

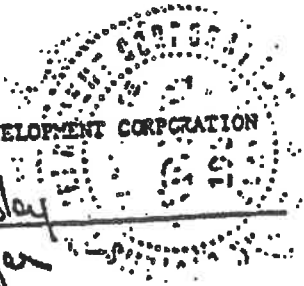
Dated this 14<sup>th</sup> day of January, 1975.

ATTEST:

Secretary

URBAN SYSTEMS DEVELOPMENT CORPORATION

BY: Ross P. Doherty  
Ross P. Doherty  
Attorney in Fact  
under  
Power of Attorney  
dated January 9, 1975



***AMENDMENT TO AMENDED DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS***

4532 905

AMENDMENT TO AMENDED DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 8th day of August, 1975, by Enterprise Developers, Inc., a Maryland corporation, Witnesseth:

WHEREAS, by Amended Declaration of Covenants, Conditions and Restrictions, dated January 14, 1975 and recorded in Liber 4453 at folio 61 of the Land Records for Prince George's County, Maryland, Enterprise Developers, Inc., did amend a certain Declaration of Covenants, Conditions and Restrictions dated March 23, 1973 and recorded in Liber 4202 at folio 692 of the Land Records of Prince George's County, Maryland; and

WHEREAS, Article XII, Section 4 of said Amended Declaration provides that "...the covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety (90%) percent of the total votes of the membership...."; and

WHEREAS, Enterprise Developers, Inc., a Maryland corporation, is the owner of all lots included within the properties subject to the aforementioned Declaration and Amended Declaration and is therefore the member entitled to cast the total votes of the membership; and

WHEREAS, neither the Federal Housing Administration nor the Veterans Administration have any present financial interest in the property arising out of initial financing to an owner or otherwise; and

WHEREAS, there are presently no "First Mortgagees" as defined in the Amended Declaration whose consent to this Amendment must be obtained; and

WHEREAS, Enterprise Developers, Inc. wishes to amend the Amended Declaration.

NOW, THEREFORE, pursuant to Article XII, Section 4 of the Amended Declaration, the undersigned being the sole lot owner and the member entitled to cast 100 percent of the total votes of the membership of the Trophrey Homeowners' Association, Inc., does hereby amend said Amended Declaration dated January 14, 1975, as follows:

SEP 23 11 40 AM '75  
RECORDED  
MORTGAGE  
SECTION  
PRINCE GEORGE'S  
COUNTY

1. Article I, Section 4 shall be amended to read as follows:

"Section 4. 'Common Area' shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the following lots improved by dwelling units is as follows:

"Parcel 'E' Section One, Plat 3 of 4, Prophecy to be owned by the Association prior to the conveyance of any of the following lots improved by dwelling units:

- "Lots 1 through 7 inclusive Block 1,
- "Lots 1 through 6 inclusive Block 2,
- "Lots 1 through 8 inclusive Block 3,
- "Lots 1 through 6 inclusive Block 4,
- "Lots 1 through 6 inclusive Block 5,
- "Lots 1 through 7 inclusive Block 6,
- "Lots 1 through 8 inclusive Block 7,
- "Lots 1 through 6 inclusive Block 8,
- "Lots 1 through 3 inclusive Block 9,
- "Lots 1 through 3 inclusive Block 10,
- "Lots 1 through 6 inclusive Block 11.

"Section One, Plat 3 of 4, PROPHECY, Oxon (12th) District, Prince George's County, Maryland,' recorded among the Land Records of Prince George's County, Maryland in Plat Book 83 as Plat No. 93.

"Parcel 'D' Section One, Plat 3 of 4 and Parcel 'C' Section One, Plat 2 of 4, Prophecy, to be owned by the Association prior to the conveyance of any of the following lots improved by dwelling units:

- "Lots 1 through 8 inclusive Block 13,
- "Lots 1 through 3 inclusive Block 14,

"Section One, Plat 3 of 4, PROPHECY

- "Lots 1 through 9 inclusive Block 12,
- "Lots 1 through 5 inclusive Block 15,
- "Lots 1 through 6 inclusive Block 16,
- "Lots 1 through 9 inclusive Block 17,
- "Lots 1 through 6 inclusive Block 18,
- "Lots 1 through 8 inclusive Block 19,
- "Lots 1 through 8 inclusive Block 20,
- "Lots 1 through 7 inclusive Block 21,
- "Lots 1 through 5 inclusive Block 22,
- "Lots 1 through 6 inclusive Block 23,
- "Lots 1 through 5 inclusive Block 24,
- "Lots 1 through 5 inclusive Block 25,
- "Lots 1 through 6 inclusive Block 26,
- "Lots 1 through 5 inclusive Block 27,
- "Lots 1 through 7 inclusive Block 28,
- "Lots 1 through 7 inclusive Block 29.

"Section One, Plat 2 of 4, PROPHECY



"Parcel 'F' Section One, Plat 4 of 4, Parcel 'A' Section One, Plat 1 of 4, and Parcel 'B' Plat 2 of 4, Prophecy, to be owned by the Association prior to the conveyance of any of the following lots improved by dwelling units:

- "Lots 1 through 8 inclusive Block 30,
- "Lots 1 through 4 inclusive Block 31,
- "Lots 1 through 9 inclusive Block 32,
- "Lots 1 through 7 inclusive Block 33,
- "Lots 1 through 9 inclusive Block 34,
- "Lots 1 through 8 inclusive Block 35,
- "Lots 1 through 7 inclusive Block 36,
- "Lots 1 through 9 inclusive Block 37,
- "Lots 1 through 9 inclusive Block 38,
- "Lots 1 through 9 inclusive Block 39,
- "Lots 1 through 7 inclusive Block 40,
- "Lots 1 through 8 inclusive Block 41,
- "Lots 1 through 9 inclusive Block 42,
- "Lots 1 through 5 inclusive Block 43.

"Section One, Plat 1 of 4, PROPHECY"

2. Article II, Section 3, shall be amended to read as follows:

"Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Common Area, subject to all easements, covenants, conditions and restrictions of record, to the Association in accordance with the schedule established in Article I, Section 4 hereof."

3. Article IV shall be amended to read as follows:

"VOTING RIGHTS"

"The Association shall have two classes of voting membership:

"CLASS A - Class A members shall be all those Owners as defined in Article III with the exception of Declarant, until such time as Declarant's membership is converted as hereinafter provided. Class A members shall be entitled to one vote for each Lot, in which said member holds the interest required for membership by Article III; provided, however, that, where more than one person holds such interest in any one lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

"CLASS B - The Class B member shall be the Declarant. The Class B member shall be entitled to twenty (20) votes for

Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a

statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE XI

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and by any First Mortgagee. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: \_\_\_\_\_

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ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Directors or at a regular or special meeting of the Members, by a vote of two-thirds of a quorum of Members or Directors present in person or by proxy, provided, however, that no amendment shall be effective or valid without the prior written approval of at least seventy-five (75%) percent of the First Mortgagees.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

DISSOLUTION

The Association may be dissolved with the assent given in writing

and signed by not less than seventy-five (75%) percent of First Mortgagees and not less than two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration should same have a financial interest in the properties arising out of initial financing to an owner: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of Articles of Incorporation and By-Laws.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Prophecy Homeowners' Association, Inc., have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION

I, the undersigned, do hereby certify:  
That I am the duly elected and acting secretary of the Prophecy Homeowners' Association, Inc., a Maryland corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 1975.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_ day of \_\_\_\_\_, 1975.

\_\_\_\_\_  
Secretary

***SECOND AMENDMENT TO AMENDED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS***

12786-T

SECOND AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to Amended Declaration of Covenants, Conditions and Restrictions, made this 5th day of May, 1978, by the Board of Directors of Prophecy Homeowners' Association, Inc., a Maryland corporation, witnesseth:

WHEREAS, by Amended Declaration of Covenants, Conditions and Restrictions, dated January 14, 1973 and recorded in Liber 4453 at folio 61 of the Land Records for Prince George's County, Maryland, as later amended by Amendment to Amended Declaration of Covenants, Conditions and Restrictions, dated August 8, 1975, and recorded in Liber 4532 at folio 905 among the aforesaid land records, Enterprise Developers, Inc., Declarant, amended that certain Declaration of Covenants, Conditions and Restrictions dated March 23, 1973 and recorded in Liber 4202 at folio 692 of the Land Records of Prince George's County, Maryland; and

WHEREAS, Enterprises Developers, Inc., a Maryland corporation, is presently seeking to finance the sale of portions of said properties described in said Declaration as amended by loans insured by the Veterans' Administration; and

WHEREAS, the Veterans' Administration has requested further amendments in and to said original and amended Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, pursuant to Article XII, Section 4, of said Declaration as amended, the Board of Directors of Prophecy Homeowners' Association, Inc. is empowered to amend same, for the purposes herein provided, without the assent of the members; and

WHEREAS, as of the date of this amendment, Columbia Federal Savings and Loan Association of Washington, D. C. holds as a First Mortgagee at least seventy-five (75%) per cent of the first mortgages upon the properties described in said Declaration as amended and has given its prior written approval to this amendment;

4930-401

REC'D. HELEN S. SHAW

4930-401



WHEREAS, Enterprise Developers, Inc., Declarant, and the Board of Directors of Prophecy Homeowners' Association, Inc. wish to further amend the Amended Declaration as required by the Veterans' Administration in order to secure financing insured by said organization.

NOW, THEREFORE, pursuant to Article XII, Section 4 of the Amended Declaration as amended, the undersigned, being members of the Board of Directors of Prophecy Homeowners' Association, Inc. do further amend said Amended Declaration as amended, as follows:

1. Article IX, "VOTING RIGHTS" shall be amended to read as follows:

"The Association shall have two classes of voting memberships:

"CLASS A - Class A members shall be all those Owners as defined in Article III with the exception of Declarant, until such time as Declarant's membership is converted as hereinafter provided. Class A members shall be entitled to one vote for each Lot, in which said member holds the interest required for membership by Article III; provided, however, that, where more than one person holds such interest in any one lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

"CLASS B - The Class B member shall be the Declarant. The Class B member shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article III; provided, however, that the Class B membership shall cease and be converted to Class A membership, with the voting rights therein applicable, upon the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal or exceeds the total votes outstanding in the Class B membership, or (b) on December 30, 1980."



IN WITNESS WHEREOF, we being all of the Directors of Prophecy Homeowners' Association, Inc., have hereunto set our hands this 8th day of May, 1978.

Rochelle Conner  
is to all  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Charles A. Williams  
William S. Conner  
H. G. Brown

**ACKNOWLEDGMENT AND RATIFICATION BY**  
**PROPHECY HOMEOWNERS' ASSOCIATION, INC.**

Prophecy Homeowners' Association, Inc., a Maryland corporation, by its undersigned officers, does hereby ratify and affirm the aforementioned Second Amendment to Amended Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the said Prophecy Homeowners' Association, Inc. has caused this acknowledgment to be executed in its corporate name by its President, attested by its Secretary on the 5th day of May, 1978.

ATTEST:  
[Signature]  
Secretary

PROPHECY HOMEOWNERS' ASSOCIATION INC.  
By: [Signature]  
President

STATE OF MARYLAND  
COUNTY OF PRINCE GEORGE'S, SS:

On this 7 day of July, 1978, before me the undersigned officer, personally appeared PHILIP J. URQUHART, ERIC MANO, CHARLES A. WILLIAMS, SR., CLIFTON L. AUSTIN, and HARRY D. BARNEY, who acknowledged themselves to be all of the Members of the Board of Directors of PROPHECY HOMEOWNERS ASSOCIATION, INC., and that they, as said Directors, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

- IN WITNESS WHEREOF, I hereunto set my hand and seal.

William D. Nevers  
Notary Public, Maryland



My commission expires: 7/1/78

APPROVAL BY FIRST MORTGAGEE:

Columbia Federal Savings and Loan Association of Washington, D. C., the holder of at least seventy-five per cent (75%) of the first mortgages upon the property described in that certain Declaration of Covenants, Conditions and Restrictions dated March 23, 1973, and recorded in File 4202 at folio 692 of the Land Records of Prince George's County, Maryland, as amended hereby consents to the herein Second Amendment to Amended Declaration of Covenants, Conditions and Restrictions.

Columbia Federal Savings and  
Loan Association of Washington, D. C.  
By:

Clifton L. Austin  
President

***THIRD AMENDMENT TO AMENDED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS***

THIRD AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Third Amendment to Amended Declaration of Covenants, Conditions and Restrictions, made this 23rd day of January, 1979, by the Board of Directors of Prophecy Homeowners' Association, Inc., a Maryland Corporation, WITNESSETH:

WHEREAS, by Amended Declaration of Covenants, Conditions and Restrictions, dated January 14, 1975 and recorded in Liber 4453 at folio 61 of the Land Records for Prince George's County, Maryland, as later amended by Amendment to Amended Declaration of Covenants, Conditions and Restrictions, dated August 8, 1975, and recorded in Liber 4532 at folio 905, and Second Amendment to Amended Declaration of Covenants, Conditions and Restrictions dated May 8, 1978 and recorded May 23, 1978 in Liber 4930 at folio 401 among the aforesaid Land Records, Enterprise Developers Inc., Declarant, amended that certain Declaration of Covenants, Conditions and Restrictions dated March 23, 1973 and recorded in Liber 4202 at folio 692 of the Land Records of Prince George's County, Maryland; and

WHEREAS, Enterprise Developers, Inc., a Maryland Corporation, is presently seeking to finance the sale of portions of said properties described in said Declaration as amended by loans insured by the Veterans' Administration and by the Federal Housing Administration; and

WHEREAS, the Federal Housing Administration has requested further amendments in and to said original and Amended Declaration of Covenants, Conditions, Restrictions; and

WHEREAS, pursuant to Article XII, Section 4, of said Declaration as amended, the Board of Directors of Prophecy Homeowners' Association, Inc. is empowered to amend same, for the purposes herein provided, without the assent of the members; and

Feb 27 9 59 AM '79

CLERK OF THE COURT  
MURDER, MURDERING, MURKIN, MURKIN, MURKIN

WHEREAS, as of the date of this amendment, Columbia Federal Savings and Loan Association of Washington, D.C. holds as a First Mortgagee at least seventy-five percent (75%) of the first mortgages upon the properties described in said Declaration as amended and has given its prior written approval to this amendment; and

WHEREAS, Enterprise Developers, Inc., Declarant, and the Board of Directors of Prophecy Homeowners' Association, Inc. wish to further amend the Amended Declaration as required by the Veterans' Administration and the Federal Housing Administration in order to secure financing insured by said organizations;

NOW, THEREFORE, pursuant to Article XII, Section 4 of the Amended Declaration as amended, the undersigned, being members of the Board of Directors of Prophecy Homeowners' Association, Inc. do further amend said Amended Declaration as amended, as follows:

1. Article IX, "VOTING RIGHTS" shall be amended to read as follows:

"The Association shall have two classes of voting membership:

"CLASS A - Class A members shall be all those Owners as defined in Article III with the exception of Declarant, until such time as Declarant's membership is converted as hereinafter provided.

Class A members shall be entitled to one vote for each Lot, in which said member holds the interest required for membership by Article III; provided, however, that, where more than one person holds such interest in any one lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

-- 5063 191

"CLASS B - The Class B member shall be the Declarant. The Class B member shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article III; provided, however, that the Class B membership shall cease and be converted to Class A membership, with the voting rights therein applicable, upon the happening of either of the following events, whichever occurs earlier; (a) when the total votes outstanding in the Class A membership equal or exceeds the total votes outstanding in the Class B membership, or (b) on January 1, 1980."

IN WITNESS WHEREOF, we being all of the Directors of Prophecy Homeowners' Association, Inc., have hereunto set our hands this 23rd day of January, 1979.

Witness:

UP OFFICE, WITNES & SIGNERS

<u>Dennis O'Mara</u>	<u>[Signature]</u>
<u>Dennis O'Mara</u>	<u>Clifton S. Austin</u>
<u>Jessie S. Petty</u>	<u>Charles A. [Signature]</u>
<u>Jessie S. Petty</u>	<u>[Signature]</u>
<u>Rose Ceresa</u>	<u>Harry O. Barry</u>

ACKNOWLEDGMENT AND RATIFICATION  
BY PROPHECY HOMEOWNERS ASSOCIATION, INC.

Prophecy Homeowners' Association, Inc., a Maryland Corporation, by its undersigned officers, does hereby ratify and affirm the aforementioned Third Amendment to Amended Declaration of Covenants, Conditions and Restrictions.

5063 192

IN WITNESS WHEREOF, the said Prophecy Homeowners' Association, Inc., has caused this acknowledgment to be executed in its corporate name by its President, attested by its Secretary on the 23rd day of January, 1979.

PROPHECY HOMEOWNERS' ASSOCIATION, INC.

Attest: Clifton L. Austin Secretary Phillip J. Urauhart President

STATE OF MARYLAND  
COUNTY OF PRINCE GEORGE'S, to wit:

On this 23rd day of January, 1979, before me the undersigned officer, personally appeared Phillip J. Urauhart, Clifton L. Austin, Charles A. Williams, Sr., Enrico Manafin and Harry D. Barney, who acknowledged themselves to be all of the Members of the Board of Directors of PROPHECY HOMEOWNERS' ASSOCIATION, INC. and that they, as said Directors, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Linda S. Maxwell  
Notary Public

My commission expires: 7/1/82

APPROVAL BY FIRST MORTGAGEE:

Columbia Federal Savings and Loan Association of Washington, D.C., the holder of at least seventy-five percent (75%) of the first mortgages upon the property described in that certain Declaration of Covenants, Conditions and Restrictions dated March 23, 1973, and recorded in Liber 4202 at folio 692 of the Land Records of Prince George's County, Maryland, as amended hereby consents to the herein Third Amendment to Amended Declaration of Covenants, Conditions and Restrictions.

COLUMBIA FEDERAL SAVINGS AND LOAN ASSOCIATION OF WASHINGTON, D.C.

C. Daniel Pastros  
By: C. Daniel Pastros  
Assistant Vice President