

FIRST AMENDMENT TO DECLARATION OF DEFERRED WATER AND SEWER CHARGES (EDELLEN STATION)

This First Amendment to the Declaration of Deferred Water and Sewer Charges (Edelen Station) ("Amendment") is made this 21st day of August 2008, by Somerset Maple, LLC, Maryland limited liability company, hereinafter referred to as the "Declarant".

Recitals

The Declarant previously on or about December 13th 2006 filed among the land records of Charles County Maryland at Book 0612 Page 0404 thru 0412 a "Declaration of Deferred Water and Sewer Charges (Edelen Station)," hereinafter referred to as "Declaration".

The Declaration established a lien on each Unit in the Edelen Station Condominium to secure payment of the aforesaid water and sewer charges and included other such rights of enforcement such as the right to foreclose on the lien pursuant to the Maryland Contract Lien Act and or to institute such other legal and or equitable proceedings as may otherwise from time to time be provided by applicable law in the event that any owner shall fail to pay the water and sewer charges.

The Declarant understands that Fannie Mae ("FNMA") will not purchase a loan on a condominium project where it may be obligated to pay the water and sewer charges in the event it acquires any Condominium Unit through foreclosure, or pursuant to a deed in lieu of foreclosure. The recorded Security Instrument in each loan purchased by FNMA must also be in the first and best lien position, which will require the Declarant to subordinate its lien to the aforesaid loans sold to FNMA.

The Declarant desires to make the loans on each Condominium Unit acceptable to FNMA under the current FNMA regulations and, therefore, is amending the Declaration to subordinate the Declarant's lien rights in the Condominium Units.

NOW THEREFORE, the Declarant hereby amends the Declaration for all Condominium Units hereinafter sold or included within the property as follows:

The Water and Sewer Charges liens (the "Liens") set forth in the Declaration shall be, and each such Unit's lien hereby is, subordinate to the purchase first mortgage on each Condominium Unit, and each purchase first mortgage lender, its successors and assigns, and FNMA have absolutely no obligation whatsoever to the Declarant, its affiliates, successors, transferees, and assigns, to pay any amount that may be due and owing from the Owner on the Liens.

LRIP SURECHG	20.00
RECORDING FEE	20.00
TOTAL	40.00
REF CHG3	Rcpt # 36213
SEH NLW	Dik # 1567
AUG 26, 2008	01:26 PM

Nothing in this Amendment shall be construed to further amend, alter, change or waive the Declaration or the Declarant's right to collect the sewer and water charges from the respective Owners pursuant to the Declaration.

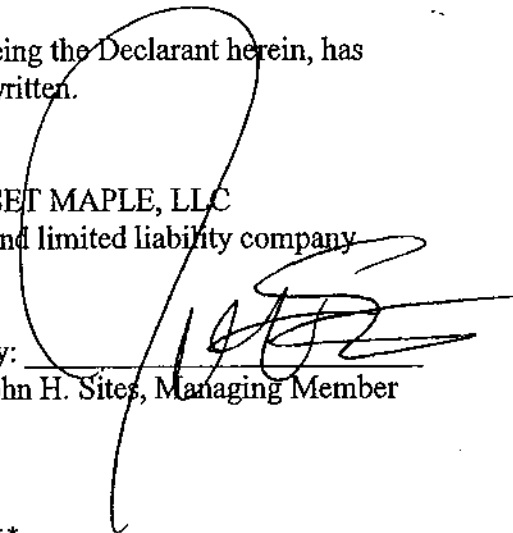
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument the day and year first above written.

WITNESS:


KENNETH H. W. CO.

Print:

SOMERSET MAPLE, LLC
A Maryland limited liability company



By: John H. Sites, Managing Member

State of Maryland
Charles County Maryland

To Wit:

I HEREBY CERTIFY that on this 25th day of August 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared John H. Sites known to me or satisfactorily proven to be the Managing Member of Somerset Maple, LLC and that such individual, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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



Notary Public

My commission expires: 7-24-11

NOTARIAL SEAL

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.


David N. Hruda