

Prince George's County, MD
Approved by EMM 07/21/2020
Recordation Tax Paid \$0.00
Transfer Tax Paid \$0.00

Prince George's Cty Cir Crt
IMP FD SURE \$40.00
RECORDING FEE \$20.00

TOTAL \$60.00
ME CW
Jul 22, 2020 08:27 am

First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Uplands Homeowners Association, Inc.

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE UPLANDS HOMEOWNERS ASSOCIATION, INC. (this "**Amendment**"), is made effective the 22nd day of June, 2020, by POTOMAC RIVERBEND L.C., a Virginia limited liability company (the "**Declarant**").

RECITALS:

A. The Declarant recorded the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Uplands Homeowners Association, Inc. (the "**Uplands HOA**") among the Land Records of Prince George's County, Maryland (the "**Land Records**") on June 18, 2014, in Liber 36094, folio 141 (as supplemented or modified, the "**Declaration**").

B. On or about the same date that this Amendment was recorded in the Land Records, an Easements and Covenants Agreement was recorded in the Land Records (as it may be amended, the "**Easement Agreement**") with respect to the parcels of land in the National Harbor development located in Prince George's County, Maryland that are described as Parcels 55 through 58 on **Exhibit A** and as the Residual Parcel on **Exhibit B** attached to and made a part of this Amendment (said parcels together with all improvements and appurtenances thereto are referred to collectively in this Amendment as the "**Easement Agreement Parcels**"). The Declarant, the Uplands HOA, and the owners of the Easement Agreement Parcels are parties to the Easement Agreement.

C. The Easement Agreement Parcels are part of the property that may be subsequently annexed to the Declaration and made part of the Uplands HOA pursuant to Section 2.2 of the Declaration (the Easement Agreement Parcels are not so annexed to the Declaration by this Amendment).

D. Among other things, the Easement Agreement provides for maintenance of Retaining Walls, Retaining Wall Parcels, and Shared Roads (each as defined in the Easement Agreement) by the Uplands HOA and for the cost of such maintenance to be shared among the

Tax ID Nos: 12-5552077; 12-5552283; 12-5598811
12-5552168; 12-1360924; 12-5598844
12-5552170;

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) MEA 43871, p. 0136, MSA_CE64_44180, Date available 07/24/2020. Printed 06/07/2022.

Owners (as defined in the Easement Agreement) of the Easement Agreement Parcels, subject to and as more particularly set forth in the Easement Agreement.

E. Sections 3.5 and 13.10(a)(viii) of the Declaration reserves to the Declarant the right to designate any Uplands Common Area as Limited Common Area, upon such terms and conditions that the Declarant may determine in its sole discretion, by an instrument recorded in the Land Records. The Declarant is hereby exercising such reserved right by designating the Retaining Walls as Limited Common Area subject to the terms of this Amendment.

NOW, THEREFORE, in consideration of the above recitals incorporated into and made a substantive part of this Amendment, the Declarant hereby amends the Declaration as follows:

1. Except as otherwise defined or set forth in this Amendment (including by reference to the defined terms under the Easement Agreement), capitalized words and phrases used in this Amendment but not defined in this Amendment shall have the meanings set forth for them in the Declaration.

2. The Declarant designates each Retaining Wall as Limited Common Area, such designation to be effective at the time that such Retaining Wall becomes common area or is deemed common area of the Uplands HOA pursuant to the Easement Agreement. The Shared Costs (as defined in the Easement Agreement) of the Retaining Walls that are allocated under the Easement Agreement to the Residential Units that are part of the Uplands HOA shall be assessed by the Uplands HOA only against the Owners of such Residential Units that are located within the Easement Parcels and not assessed generally to all Owners within the Uplands HOA. As used in this Amendment, such assessments by the Uplands HOA for Shared Costs of the Retaining Walls are referred to as “**Local Area Retaining Wall Assessments**”.

3. Local Area Retaining Wall Assessments shall be used for the Shared Costs of the Retaining Walls, including the structural components and improvements that comprise the Retaining Walls, including foundation caissons and railings attached to the Retaining Walls. Except for the Retaining Walls, the Local Area Retaining Wall Assessments and Shared Expenses under the Easement Agreement shall not apply to any other expenses of the Retaining Wall Parcels including, but not limited to, any landscaping next to the Retaining Walls and on other portions of the Retaining Wall Parcels, open space within the Retaining Wall Parcels and any improvements on the Retaining Wall Parcels that are not part of the Retaining Walls. All such other areas of and improvements on the Retaining Wall Parcels shall be the responsibility of the Uplands HOA at its sole expense and the costs thereof shall be assessed against all of the Owners of the Residential Units in the Uplands HOA as part of the Uplands HOA’s general assessments.

4. Except for the Retaining Walls, no other common areas are hereby designated as Limited Common Area, including the Shared Roads. Unless subsequently designated by the Declarant, none of the Shared Roads within the Easement Parcels that are part of the Uplands Common Area shall be Limited Common Area and the expenses of the Shared Roads that are incurred by the Uplands HOA, including its share of the Shared Costs for the Shared Roads

under the Easement Agreement, shall be assessed against all of the Owners of the Residential Units in the Uplands HOA as part of the Uplands HOA's general assessments.

5. All provisions of this Amendment, including the benefits and burdens, shall touch, concern and run with the land and shall be binding upon and inure to the benefit of the Owners of the Residential Units, the Uplands HOA, the Declarant, and their respective personal representatives, heirs, successors and assigns. The terms and provisions of this Amendment shall not be deemed to be extinguished by merger. The terms and provisions of this Amendment are severable and in the event that any term or provision of this Amendment is invalid or unenforceable for any reason, the remaining terms and provisions of this Amendment shall remain in full force and effect.

6. All terms used in this Amendment shall be construed, whenever the context so requires, so that the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

7. This Amendment shall be construed in accordance with the laws of the State of Maryland, excluding choice of law principles.

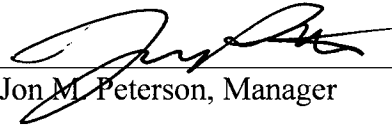
8. The Declaration remains in full force and effect and unmodified except as set forth in this Amendment. In the event of any conflict between this Amendment and the Declaration, this Amendment shall control. In the event of any conflict between this Amendment and the Easement Agreement, the Easement Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment to be executed and delivered as of the day and year first written above.

POTOMAC RIVERBEND L.C.,
a Virginia limited liability company

By: MVP Management, LLC,
a Virginia limited liability company,
its manager

By: 
Jon M. Peterson, Manager

* * *

COMMONWEALTH OF VIRGINIA

*

* to wit:

COUNTY OF FAIRFAX

*

I HEREBY CERTIFY that on this 22nd day of June, 2020, before me, a Notary Public, personally appeared Jon M. Peterson, known to me (or satisfactorily proven) to be the Manager of MVP Management, LLC, the manager of Potomac Riverbend L.C., and that he, in such capacity and being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained.

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

Beth A. Bennett
Notary Public

My Commission Expires: 6/30/23

[NOTARIAL SEAL]

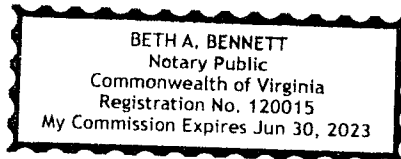


EXHIBIT A

Legal Description of Parcels 55 through 58

Parcel 55, Parcel 56, Parcel 57, and Parcel 58, all as shown on a plat of subdivision titled "PLAT 28, NATIONAL HARBOR" recorded among the Land Records of Prince George's County, Maryland in Plat Book ME 252, at Plat No. 21.

The foregoing Parcel 56 has been divided into condominium units known as Land Units 56-A through 56-W pursuant to the Declaration of Condominium for National Harbor Parcel 56 Site Condominium recorded among the Land Records of Prince George's County, Maryland in Liber 43637, folio 608, as may be amended, and the plat for the National Harbor Parcel 56 Site Condominium recorded among the Land Records of Prince George's County, Maryland in Plat Book ME 254 at Plat No. 30, as may be amended.

EXHIBIT B

Legal Description of the Residual Parcel

The Residual Parcel is all of the land containing 9.1554 acres that is described and shown on Schedule A and Schedule B attached hereto.