

AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration") is made this 13 day of JUNE, 2006, between TWO RIVERS INVESTORS, LLC (hereinafter referred to as "Two Rivers"), CAMPBELL SAND AND GRAVEL COMPANY, LLP, KOCH-TWO RIVERS, INC. (hereinafter referred to as "Koch"), HARVEY W. IHRIG, JR., ROBERT M. IHRIG, EMILY SUE IHRIG, ELSBETH I. JUDD, AND WILLIAM A. IHRIG, individually and as the partners in THE IHRIG FAMILY PARTNERSHIP, a general partnership (hereinafter referred to as "Ihrig"), ARTHUR LOHRMANN and BERTHA M. LOHRMANN, individually and as Trustees of THE ARTHUR LOHRMANN AND BERTHA M. LOHRMANN REVOCABLE TRUST DATED 03/02/92 (hereinafter referred to as "Lohrmann"), all of the foregoing collectively referred to as "Owners," and FORKS OF THE PATUXENT IMPROVEMENT ASSOCIATION, INC., an incorporated community association (hereinafter referred to as the "Association").

EXPLANATORY STATEMENT

Two Rivers and Koch are development companies organized for the purpose of developing an active adult community (the "Development") on certain parcels of real property located in the vicinity of Meyers Station Road, Conway Road and the confluence of the Little Patuxent River and the Patuxent River in eastern Anne Arundel County, Maryland.

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Two Rivers and Koch have executed purchase or option contracts for the Property as hereinafter described, which will comprise the Development, contingent on comprehensive rezoning and execution of this Declaration.

Koch has the right to acquire property comprising part of the Development.

Some of the Owners have executed several Agreements and Declarations of Covenants, Conditions and Restrictions, benefiting the Association, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 10152, folio 33 (Mitchell, Campbell Sand and Gravel Co. and Astring), Liber 12500, folio 723 (and amended in Liber 14128, folio 57) (Ihrig Property), collectively referred to as "Prior Covenants."

The Owners and the Association intend to terminate all of the Prior Covenants and replace them with this Declaration, which action has been approved by the Association in accordance with the Prior Covenants.

The Owners have executed this Declaration to indicate their intention to be bound by the terms hereof, subject to the conditions and contingencies set forth herein. The Owners and the parcels of real property subject to this Declaration are described as follows:

1. Two Rivers Investors, LLC (formerly Barton S. Mitchell): Parcels 11 and 127, Tax Map 42.
2. Campbell Sand and Gravel Co.: Lots 1R, 4, 5 and the "Residue Parcel," Parcel 2, Tax Map 42 (Plat Book 153, page 35); Parcel 6, Tax Map 42;

Parcel 110, Tax Map 36 (including the W3 zoned concrete batch mixing plant); and Parcel 108, Tax Map 36.

3. Two Rivers Investors, LLC (formerly Gloria A. Austring): Parcel 109, Tax map 36.

4. Ihrig: Parcel 111, Tax Map 36, but saving and excepting therefrom (1) all that property consisting of two (2) acres, more or less (hereinafter the "Tower Lot"), as depicted on that certain plat recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2096, folio 756 (the "Tower Lot Plat") and (2) the twenty-foot (20') right-of-way (the "Right-of-Way") depicted as "Right-of-Way for Tower Lot Access," as described and depicted on the Tower Lot Plat."

5. Koch Investment Associates (formerly Carr): Parcel 19, Tax Map 36.

6. Lohmann: Parcel 192, Tax Map 42.

7. Turner: Parcel 7, Tax Map 42.

The foregoing parcels (1) through (7) are collectively referred to as the "Property."


The Association is an incorporated community association created to represent the interests of the residents and the communities in the area of Anne Arundel County containing the Property.

The Owners and the Association have entered into this Declaration in order to set forth their agreement and understanding regarding the intentions of Two Rivers and Koch with respect to development of the Property, the agreement of the Owners to be bound by the terms of the Declaration and the

conditions and restrictions which will govern certain aspects of the Development to satisfy the concerns of the Association.

NOW THEREFORE WITNESSETH:

That in consideration of the mutual covenants and agreements set forth herein, the Owners and the Association agree as follows:

1. The Owners covenant, declare and agree that the Property shall henceforth be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, limitations, obligations and equitable servitudes as are hereinafter set forth, all of which covenants, conditions, restrictions, limitations, obligations and equitable servitudes shall be deemed to run with and bind the land constituting the Property and shall inure to the benefit of and be enforceable by the Association, its successors and assigns. 

2. Two Rivers and Koch intend to develop on the Property an active adult community comprising approximately 2060 dwelling units. This Development will contain all of the improvements, public and private, necessary to obtain approval for the project, including the dwelling units described above, recreational amenities including a golf course, swimming pool(s), tennis courts, community clubhouse, and those public and/or private roads, public utilities and other structures and facilities reasonably necessary to serve the project.

3. The approvals from Anne Arundel County necessary to authorize the Development to proceed and to be built include, but are not limited to, special exception approval for a planned unit development ("PUD"), amendments to the

County Master Water and Sewer Plan to provide public water and sewer to the Development, subdivision plat approval, development, public works and utility agreements between Two Rivers and Koch, their successors and assigns, and Anne Arundel County, and all grading and building permit approvals necessary to construct all phases of the Development. The Association agrees to support Two Rivers and Koch, their successors and assigns, in obtaining all approvals set forth above, and otherwise, as necessary to obtain the approval, subdivision platting, permitting and construction of the Development. Such support shall include but not be limited to live or written testimony (at the Association's discretion) at all public hearings, public meetings and discussions with County agencies, including the Planning Advisory Board, County Council, Administrative Hearing Officer, Board of Appeals, Maryland Department of the Environment and/or the U.S. Army Corps of Engineers.

4. In exchange for the Association's support, the Owners agree that the Property may be developed and used only in accordance with the following covenants and restrictions:

a. The Development (comprising up to 2060 active adult community dwelling units and structures accessory thereto) shall meet the requirements for qualification of a community under the "housing for older persons" exemption established by the U.S. Fair Housing Act, 42 U.S.C. 3607(2).


In the event the Property is not developed in accordance with this Declaration as an active adult community, then the development of the Property

would be limited to those uses permitted in an RA zoning district (a copy of the RA zoning district regulations is attached hereto as Exhibit 2).

b. The dwelling units within the Development shall not be assisted care facilities, and shall be apportioned between single family detached units and single family attached units as follows:

Single family detached: 50% or more

Single family attached: 50% or less

c. The height of all dwellings within the Development shall be limited to one and one-half (1 1/2) story above grade, generally shown by illustrative example, attached hereto collectively as Exhibit 3. The definition of "story" and "story above grade" for the purposes of this Declaration shall be the definitions for those terms contained in Section 502.1 of the BOCA Code, 1993 Ed., a copy of which is attached hereto as Exhibit 3-A. 

d. The initial sales price (i.e., by the developer/builder to an individual homeowner) of any dwelling unit (including the sale price of the lot) within the Development shall not be less than \$250,000.00.

e. Commercial or retail sales establishments shall not be permitted within the Development, except that "small scale retail" such as a beauty salon, barbershop, etc. may be permitted within the community center structure or golf course clubhouse, the total square footage of all such "small scale retail" shall not exceed two thousand and five hundred (2500) square feet. This square footage limitation shall not apply to dining facilities located in

community or golf course structures, and shall not preclude the grant of liquor licenses to such dining facilities.

f. The golf course and community clubhouse shall be constructed in the first phase of the project and in no event later than the date on which twenty-five percent (25%) of the proposed dwellings within the Development have been sold and settled. Upon the completion and settlement of sixty percent (60%) of the dwelling units within the Development, the golf course shall be closed to the general public and operated as a private golf course.

g. The golf course (and other amenities of the Development, if permitted by Anne Arundel County) shall be open for membership to present and future residents of residential structures in the "Forks of the Patuxent Area" (defined as the area bounded on the north and east by the Little Patuxent River, on the west by the Patuxent Wildlife Refuge and on the south by the Prince George's County line) existing on the date of the execution of this Declaration, provided that such residents shall pay the same membership and/or usage fees as residents of the Development, and such residents shall be subject to the same age requirements as residents of the Development.

h. Two Rivers and Koch, their successors and assigns, agree to reimburse, indemnify and hold harmless any landowner in the "Forks of the Patuxent Area" forced by the County to connect to public water or sewer, for any front foot benefit charges, capital facility connection charges, use connection charges, connection permit fees and reasonable commercial plumbing contractor

expenses incurred or assessed as a result of construction by Two Rivers and Koch, their successors and/or assigns, of public water and/or sewer lines adjacent or near to such landowner's property.

i. No development (i.e., the building of structures or non-reclamation disturbance of the land, except for (i) public utilities and stormwater management facilities and (ii) reclamation of mining areas for active or passive recreational uses, including but not limited to a golf course and excluding ballfields unless use of any such ballfields is limited to use by active adults) shall occur within one thousand three hundred twenty (1320) feet of the shoreline of the Little Patuxent or Patuxent Rivers or upon wetlands adjacent to such buffer areas, except as such buffer area is modified by Exhibit 4 attached hereto.

j. All land designated as open space within the Development, not including areas used as passive or active recreation area, golf course area or other amenities and minor utilities infrastructure, which for the purposes of this Declaration shall include pump stations, a water tower, stand pipes, fire hydrants, underground utility lines, meters, and electric boxes, shall be placed in an environmental or conservation easement restricting uses of such areas to those allowed in an "Open Space" Zoning District.

k. All public or private roads in the Forks of the Patuxent Area that are disturbed by any construction activities or utility installation shall be saw cut and properly repaired.

l. The road entrance into the Development shall be from Conway Road, with access from Meyers Station Road, Collins Avenue or

Patuxent Road limited to that which the County should require for emergency vehicle access, and Two Rivers and Koch, their successors and assigns, shall make all reasonable efforts to minimize use of any entrance from Meyers Station Road, Collins Avenue and Patuxent Road into the Development.

m. No fly ash shall be used in the reclamation of sand and gravel mines located on the Property.

n. No residential dwelling unit, community center structure or any other building structure shall be located and constructed within six hundred (600) feet of any residence existing on the date of the execution of the Prior Covenants, unless such residence is on a parcel of property comprising a portion of the Property or unless the owner of such residence gives written approval for the construction of such structure(s). W

o. During the land development and construction phases of the development of the Property, except for golf course construction and construction of infrastructure (but in no event for more than one (1) year after the granting of a grading permit for same and provided that Two Rivers and Koch, their successors and assigns, pay to repair any damage to properties along Meyer Station Road caused by construction vehicles or vehicles delivering construction materials and provided that Two Rivers and Koch, their successors and assigns, have Meyer Station Road cleaned for dirt and debris caused by their construction activities, such cleaning to take place within a reasonable period of time after causing such dirt and debris, taking into account weather and other applicable conditions), Two Rivers and Koch, their successors and assigns, shall (1) prohibit

their contractors' and subcontractors' "18-wheeler" or tractor trailer construction vehicles from using Meyers Station Road or Patuxent Road; (2) prohibit in the Development noise-producing construction activity before 7:00 a.m. or after 5:00 p.m. Monday through Saturday, or on Sundays or federal holidays; and (3) prohibit their contractors' and subcontractors' commercial construction vehicles from crossing over the "Forks Bridge," which is located over the Little Patuxent River on Conway Road approximately one quarter (1/4) mile west of Md. Rt. 3, before 7:00 a.m. on any day.

p. Two Rivers and Koch, their successors and assigns, agree to use their reasonable commercial efforts to diligently pursue approval of the Development by the County as a "gated community."

q. Two Rivers and Koch, their successors and assigns, agree to pursue diligently and in good faith the establishment of special security patrols by the Anne Arundel County Police Department during the construction phases of the Development.

r. Two Rivers and Koch, their successors and assigns, agree to cooperate with the Association in seeking landscaping and beautification of the Conway Road frontage bordering existing industrial uses.

s. [Intentionally deleted.]

t. Two Rivers and Koch, their successors and assigns, acknowledge the existence of a private shooting range in proximity to the Property and agree: (1) to provide proper assurances to the owner of the shooting range that Two Rivers and Koch, their successors and assigns, shall

not seek to halt use of the shooting range and (2) that written notification of the existence of such range shall be given to all prospective purchasers within the Development.

u. In advance of initial submission of all site plans and subdivision plats for the Development to the County for approval and in advance of all subsequent submission of such items containing material or substantive changes, Two Rivers and Koch, their successors and assigns, shall provide the Association with reasonable time and opportunity to review the same and comment thereon.

v. In the event that Two Rivers and Koch, their successors or assigns, acquire additional real property adjacent to the properties identified above, such real property shall be included within the Development, and shall be made subject to this Declaration by amendment(s) or supplement(s) to this Declaration executed by the parties hereto, their respective heirs, successors or assigns.

w. No residential units shall be constructed on that portion of the Turner property hereinbefore referred to (assuming same becomes part of the Property) that is east of Meyers Station Road, and a plat note shall be placed on any subdivision plat of the Turner property to that effect, which note also shall state that the prohibition against such residential units is perpetual, subject to the legal operation and effect of this Declaration. Further, Two Rivers and Koch agree to negotiate in good faith, with property owners whose properties abut that portion of the Turner property which lies west of Meyers Station Road, for

independent buffer agreements mitigating the impact of residential units to be built on that portion of the Turner property which lies west of Meyer Station Road.

x. Two Rivers and Koch, their successors and assigns, shall install no less than three (3) fire hydrants along Meyer Station Road on the Property, provided all regulatory approvals can be obtained with commercially reasonable efforts.

y. Two Rivers and Koch, their successors and assigns, shall provide pedestrian or golf cart access to the golf course on the east side of Meyer Station Road via either a bridge over Meyer Station Road or a tunnel under Meyer Station Road. Access to the golf course on the east side of Meyer Station Road will not be provided via an at-grade crossing. Vehicular at-grade access to the Turner Property on the east side of Meyer Station Road shall be limited to emergency vehicles only. If commercially reasonable and feasible from an engineering standpoint, pedestrian access to the Turner property on the east side of Meyer Station Road shall be via either a tunnel or bridge. However, if a tunnel or bridge is not commercially reasonable and feasible from an engineering standpoint, then pedestrian access to the Turner property on the east side of Meyer Station Road may be provided via an at-grade crossing.

z. Two Rivers and Koch, their successors and assigns, shall pay to the Association the sum of Five Thousand Dollars (\$5,000.00) per calendar quarter, beginning with the first calendar quarter subsequent to the execution of this Declaration, and continuing until the last dwelling unit on the Property has been constructed. In the event that less than 2060 dwelling units

will be constructed on the Property, Two Rivers and Koch, their successors and assigns, shall advise the Association of that fact and the date of construction of the last dwelling unit.

5. No provision of this Declaration shall limit the rights of the Owners to complete sand and gravel mining operations on the Property as permitted by special exceptions now in effect. Owners agree that they will only seek extensions for any mining permits for the purpose of gaining approval for modified reclamation plans, but not for the purpose extending time for mining the Property.

6. If the Turner Property, identified in the EXPLANATORY STATEMENT as (7) is purchased and made a part of the Property and made subject to this Declaration, at that time the Association agrees and declares that Agreement No. 3 recorded among the Land Records of Anne Arundel County in Liber 9807, folio 749, shall be null and void, without the necessity of any further action between the parties to said Agreement No. 3, it being specifically intended that the Turners described in that Agreement No. 3, and their heirs, successors and assigns, shall be third party beneficiaries of this provision. It is the intent of the parties hereto that Agreement No. 3 will not become null and void, unless and until the Turner Property is made subject to this Declaration, so that the Turner Property shall at all times be subject to either Agreement No. 3 or this Declaration.

7. General Provisions.

a. Term. The term of this Declaration shall run for twenty (20) years from the date of execution as first executed above, and thereafter automatically extended for successive ten (10) year periods unless prior to the expiration of the then current term the parties hereto or their heirs, successors or assigns, shall by written instrument modify or terminate this Declaration.

b. Governing Law. This Declaration is being executed and delivered and is intended to be performed in the State of Maryland and shall be construed and enforced in accordance with the laws of such state.

c. Construction. In construing this Declaration, feminine, neuter or plural nouns and pronouns shall be substituted for those masculine or singular in form, and vice versa, in any place in which the context so requires. This Declaration has been prepared by all parties hereto, and the language used in this Declaration shall not be construed in favor of or against any particular party or parties. The provisions stated and contained in the EXPLANATORY STATEMENT above are intended to be a material part of this Declaration and are not merely prefatory in nature.

d. Captions. The captions at the beginning of any section or subsection of this Declaration are inserted only as a matter of convenience or reference, and are in no way intended to be a substantive part thereof, or to define, limit, affect, or supplement any provisions of this Declaration.

e. Entire Declaration and Modification. This Declaration contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those

expressly set forth herein. A modification or amendment of the provisions of the Declaration shall be effective only if made in writing and executed with the same formality as this Declaration. A modification or amendment may not be consented to and executed by the Association unless the proposed amendment or modification is approved by the affirmative vote of fifty-one percent (51%) of the members of the Association present and voting at a duly called regular or special meeting, a quorum being present.

f. Scope of Declaration. All of the promises, stipulations, covenants, and agreements herein contained shall apply to, bind, and be obligatory upon the parties hereto and the heirs, legatees, devisees, executors, administrators, personal representatives, successors, and assigns of each whether so expressed or not.

g. Time of the Essence. Time is of the essence of this Declaration.

h. Non-waiver of Breach. The waiver by any party hereto of a breach of any provision of this Declaration shall not operate or be construed as a waiver of such breach by any party, as an amendment of this Declaration, or as a waiver of any subsequent breach of the same or any other provision of this Declaration by the waiving party or by any other party hereto.

i. Partial Invalidity. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance shall be invalid or unenforceable, or in conflict with any county, state or federal law or regulation or any zoning or subdivision condition, for any reason, the remainder

of this Declaration, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable or with which there is a conflict, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. If a conflict exists or develops between any term, covenant or condition of the Declaration or the application thereof, and any county, state or federal law or regulation or any zoning or subdivision condition, the more restrictive shall control.

j. Grantee's Covenant. Each grantee accepting a deed, lease or other instrument conveying any interest in the Property or portion thereof, whether the same incorporates or refers to this Declaration, covenants for himself, his or her heirs, successors and assigns to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject thereto.

k. Notices. Any and all notices provided for by this Declaration shall be made in writing and delivered either (i) by actual delivery of the notice into the hands of the party entitled thereto, or (ii) by the mailing of the notice in the U.S. mails to the address of the party entitled thereto as previously specified by such party or, of no such address has been so specified, to the last known address of that party, by certified mail, return receipt requested. Absent proof to the contrary, any such notice shall be deemed to have been received in situation (i) above on the date of its actual receipt by the party entitled thereto and in situation (ii) above on such date as shall be two business days after the date of

its mailing. Unless otherwise specified by the parties, notice to each party shall be sent to the following addresses:

If to Two Rivers: John C. Stamato
Two Rivers Investors, LLC
2661 Riva Road, Bldg. 100 – Ste. 110
Annapolis, MD 21401

If to Koch-Two Rivers, Inc.: Koch-Two Rivers, Inc.
2661 Riva Road, Suite 220
Annapolis, Maryland 21401
Attn: Gary W. Koch
Facsimile 410-573-5257

with a copy to: Harry C. Blumenthal
Blumenthal, Delavan & Williams, P.A.
170 Jennifer Road, Suite 240
Annapolis, MD 21401

If to Association: Buz Meyer, President
Forks of the Patuxent Improvement Assn., Inc.
P. O. Box 477
Odenton, MD 21113

with a copy to: Doreen Strothman
8522 Pine Meadow Dr.
Odenton, MD 21113

l. Duplicate Counterparts. This Declaration may be executed by the various parties on several separate counterparts hereof, all of which shall together be valid and fully binding upon the parties hereto notwithstanding the fact that the undersigned parties may not have signed the same counterpart.

m. Recording. Two Rivers and Koch shall cause this Declaration to be recorded among the Land Records of Anne Arundel County within fifteen (15) days from the date on which the Declaration has been executed by the last of the parties hereto and shall mail a copy of the recorder's

receipt to the Association. Upon such recordation, all of the Prior Covenants between Owners and Association shall be null and void.

n. Enforcement of Declaration. This Declaration and the covenants, conditions and restrictions contained herein shall inure to the benefit of, and may be enforceable by the Association, and those members of the Association set forth above, or the President elected by the Association.

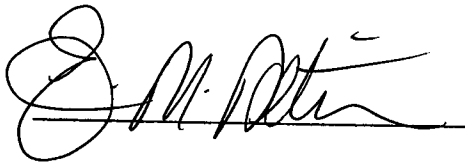
In the event of any violation hereunder, the Association shall give notice to Two Rivers and Koch. In the event that such violation is not cured within a reasonable time, and litigation filed by the Association alleging a breach of the terms hereof is concluded with a finding by a court of competent jurisdiction sustaining such allegation, then Two Rivers and Koch, their successors and assigns, shall pay all reasonable legal fees and other expenses incurred in such litigation by the Association.

IN WITNESS WHEREOF, the parties have executed this Declaration on the dates set forth.

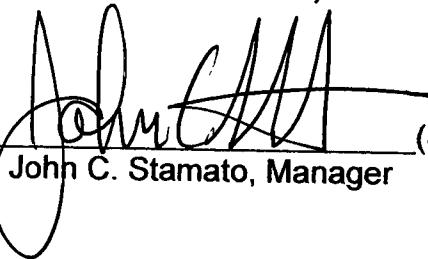
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ATTEST:

TWO RIVERS INVESTORS, LLC



By:




(SEAL)

John C. Stamato, Manager

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

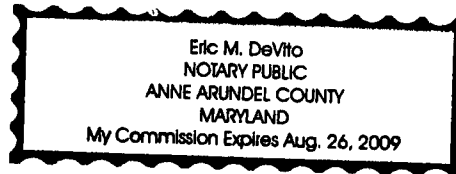
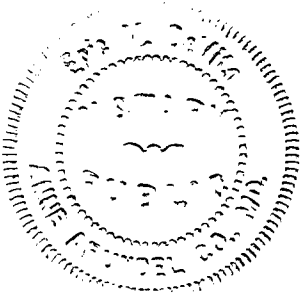
I HEREBY CERTIFY that on this 2nd day of MAY, 2006, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John C. Stamato, Manager of Two Rivers Investors, LLC, a Maryland limited liability company, who acknowledged the foregoing Declaration to be his act as authorized by the said limited liability company.

AS WITNESS my hand and Notarial Seal.



(SEAL)

Notary Public

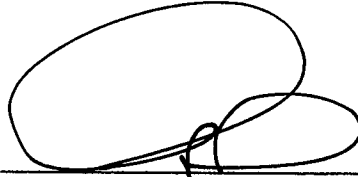
My commission expires: 8/26/2009

ATTEST:

KOCH-TWO RIVERS, INC.

Donna K. Gugen

By:



(SEAL)

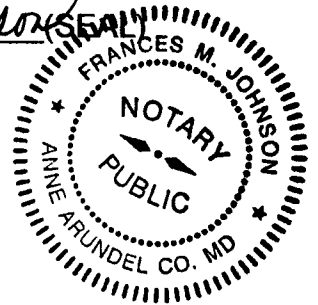
Gary W. Koch, President

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 1st day of May, 2006, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Gary W. Koch, President of Koch-Two Rivers, Inc., a Maryland Corporation, who acknowledged the foregoing Declaration to be his act as authorized by the said Corporation.

AS WITNESS my hand and Notarial Seal.

Frances M. Johnson
Notary Public

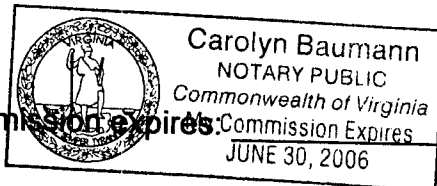
My commission expires: 5-1-2009

ATTEST:

CAMPBELL SAND AND GRAVEL
COMPANY, LLPBy: CHANEY BROTHERS, INC.,
PARTNERCarolyn BaumannBy: William F. Childs (SEAL)
William F. Childs, IV, PresidentBy: BOB'S SAND COMPANY, INC.,
PARTNERJoanna Patke
VirginiaBy: Patrick T. Shay (SEAL)
Patrick T. Shay, PresidentSTATE OF MARYLAND, COUNTY OF Alexandria TO WIT:

I HEREBY CERTIFY that on this 7 day of June, 2006, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared William F. Childs, IV, President, Chaney Brothers, Inc., Partner, Campbell Sand and Gravel Company, LLP, a Maryland limited liability partnership, who acknowledged the foregoing Declaration to be his act as authorized by the said limited liability partnership.

AS WITNESS my hand and Notarial Seal.

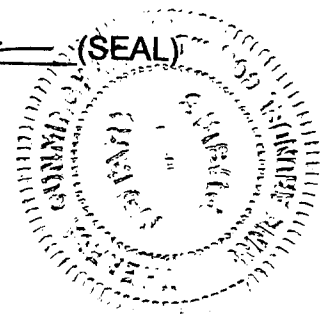
STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 5 day of June, 2006, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Patrick T. Shay, President, Bob's Sand Company, Inc., Partner, Campbell Sand and Gravel Company, LLP, a Maryland limited liability partnership, who acknowledged the foregoing Declaration to be his act as authorized by the said limited liability partnership.

AS WITNESS my hand and Notarial Seal.

My commission expires: 8/1/09

Theresa Curran (SEAL)
Notary Public



WITNESSES:

The Ihrig Family Partnership

Kathryn Ann Neff
 Print Name: Kathryn Neff

Harvey W. Ihrig, Jr. (SEAL)
 By: Harvey W. Ihrig, Jr.

Marianne Huchon
 Print Name: MARIANNE HUCHON

Harvey W. Ihrig, Jr. (SEAL)
 By: Harvey W. Ihrig, Jr., Individually

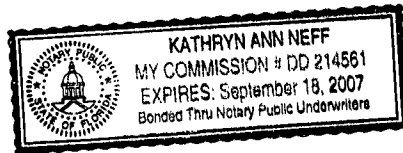
STATE OF FLORIDA)
) to wit:
 COUNTY OF Lee)

I HEREBY CERTIFY that on this 10 day of May, 2006, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Harvey W. Ihrig, Jr., who acknowledged the execution of the foregoing Agreement and Declaration to be his act and deed individually, and as a managing partner for The Ihrig Family Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal on the day and year first above written.

Kathryn Ann Neff (SEAL)
 Notary Public

My commission expires: 9-10-07



WITNESS:

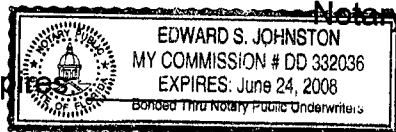
E. M. DeVito
Robert M. DeVito
 Print Name: ERIC M. DEVITO

Robert M. Ihrig (SEAL)
 By: Robert M. Ihrig, Individually and
 General Partner

STATE OF FLORIDA)
) to wit:
 COUNTY OF Lee)

I HEREBY CERTIFY that on this 10 day of May, 2006,
 before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid,
 personally appeared Robert M. Ihrig, who acknowledged the execution of the
 foregoing Agreement and Declaration to be his act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal
 on the day and year first above written.



My commission expires

Notary Public

(SEAL)

WITNESS:

Donna Bergin
 Print Name: DONNA Bergin

Emily Sue Ihrig (SEAL)
 By: Emily Sue Ihrig, Individually and
 General Partner

STATE OF MARYLAND

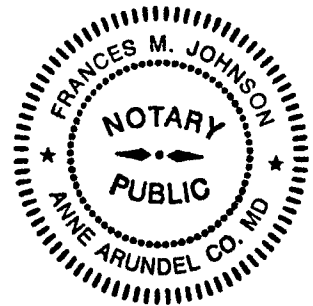
COUNTY OF Anne Arundel) to wit:

I HEREBY CERTIFY that on this 8th day of May, 2006,
 before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid,
 personally appeared Emily Sue Ihrig, who acknowledged the execution of the
 foregoing Agreement and Declaration to be her act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal
 on the day and year first above written.

Frances M. Johnson (SEAL)
 Notary Public

My commission expires: 5-1-2009



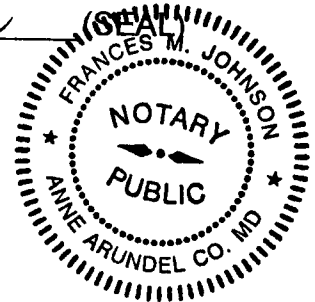
WITNESSES:

The Ihrig Family Partnership

Print Name: Donna BerginDonna BerginPrint Name: DONNA BERGINElsbeth I. Judd (SEAL)
By: Elsbeth I. JuddElsbeth I. Judd (SEAL)
By: Elsbeth I. Judd, IndividuallySTATE OF ~~FLORIDA~~Maryland
COUNTY OF Anne Arundel) to wit:

I HEREBY CERTIFY that on this 5th day of May, 2006, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Elsbeth I. Judd, who acknowledged the execution of the foregoing Agreement and Declaration to be her act and deed individually, and as a managing partner for The Ihrig Family Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal on the day and year first above written.

Frances M. Johnson
Notary PublicMy commission expires: 5-1-2009

WITNESS:

Dustin B. Wells
 Print Name: Dustin B. Wells

William A. Ihrig (SEAL)
 By: William A. Ihrig, Individually and
 General Partner

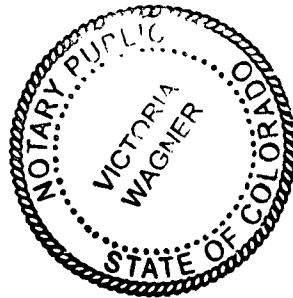
STATE OF COLORADO)
) to wit:
 COUNTY OF Mesa)

I HEREBY CERTIFY that on this 15th day of May, 2006,
 before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid,
 personally appeared William A. Ihrig, who acknowledged the execution of the
 foregoing Agreement and Declaration to be his act and deed.


IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal
 on the day and year first above written.


Victoria Wagner (SEAL)
 Notary Public

My commission expires: 9-17-2009



WITNESS:



 Print Name: William H. Dahl

 (SEAL)
 ARTHUR LOHRMANN, individually and
 as Trustee of The Arthur Lohrmann and
 Bertha M. Lohrmann Revocable Trust
 dated 03/02/92

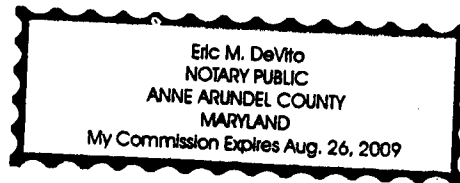
STATE OF MARYLAND)
) to wit:
 COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 25TH day of MAY, 2006,
 before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid,
 personally appeared Arthur Lohrmann, who acknowledged the execution of the
 foregoing Agreement and Declaration to be his act and deed individually, and as
 Trustee of The Arthur Lohrmann and Bertha M. Lohrmann Revocable Trust dated
 03/02/92.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal
 on the day and year first above written.

 (SEAL)
 Notary Public

My commission expires: 8/26/2009



WITNESS:



 Print Name: William H. Dald

Bertha M. Lohrmann (SEAL)
 BERTHA M. LOHRMANN, individually
 and as Trustee of The Arthur Lohrmann
 and Bertha M. Lohrmann Revocable
 Trust dated 03/02/92

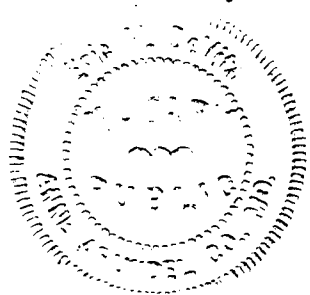
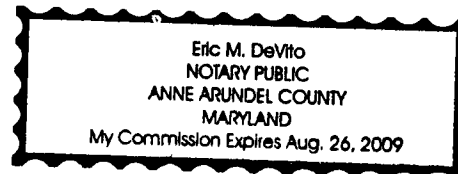
STATE OF MARYLAND)
) to wit:
 COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 25th day of MAY, 2006,
 before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid,
 personally appeared Bertha M. Lohrmann, who acknowledged the execution of
 the foregoing Agreement and Declaration to be her act and deed individually, and
 as Trustee of The Arthur Lohrmann and Bertha M. Lohrmann Revocable Trust
 dated 03/02/92.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal
 on the day and year first above written.


 Notary Public (SEAL)

My commission expires: 8/26/2009



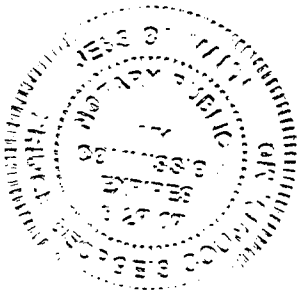
ATTEST:

FORKS OF THE PATUXENT
IMPROVEMENT ASSOCIATION, INC.April 22By: Michael Murphy (SEAL)
MICHAEL MURPHY, PresidentSTATE OF MARYLAND, COUNTY OF Prince George's County TO WIT:

I HEREBY CERTIFY that on this 13th day of June, 2006, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Michael Murphy, President of Forks of the Patuxent Improvement Association, Inc., a Maryland corporation, and acknowledged his execution of the foregoing Declaration to be the lawful and binding act of said body corporate.

AS WITNESS my hand and Notarial Seal.

Jose Mamm (SEAL)
Notary Public

My commission expires: 8/27/07

After recordation, return to:

Harry C. Blumenthal
170 Jennifer Rd., Suite 240
Annapolis, MD 21401