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**BY-LAWS
OF
GREENSPRING QUARRY ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

Section 1. Name and Location. The name of this Corporation is **GREENSPRING QUARRY ASSOCIATION, INC.** Its principal place of business and mailing address is 8965 Guilford Road, Suite 290, Columbia, Maryland 21045. Said principal office may be changed by the Board of Directors at any time and from time to time. The corporation is a non-profit, non-stock corporation organized under the laws of the State of Maryland. The Corporation may have such other offices within or without the State of Maryland as the Board of Directors or the Members may from time to time designate. This Corporation shall be the Association described in the Declaration, and for purposes of identification shall be hereinafter referred to in these By-Laws as the "Corporation".

Section 2. Applicability. These By-Laws and each provision thereof shall be applicable to all Owners within this community known as Greenspring Quarry Association, Inc., situate in Baltimore County, Maryland, and described in the Declaration.

**ARTICLE II
DEFINITIONS**

Section 1. "Declaration" as used herein, means that certain Declaration of Covenants, Conditions and Restrictions made the _____ day of _____, 2006 by Beazer Homes Corp., Greenspring Retail, LLC, Greenspring Office One, LLC, Greenspring Office Two, LLC and Greenspring Office Three, LLC, recorded among the Land Records of Baltimore County, Maryland, and any declaration amendatory or supplementary thereto.

Section 2. "Manager" or "Management Agent" shall mean and refer to that person, company or other entity retained by the Association to provide maintenance and management services (including the collection and disbursing of Association funds upon appropriate direction therefor) for the Association.

Section 3. "Other Definitions" any other term used in these By-Laws shall have the same meaning as set forth in the Declaration except where said meaning is clearly inappropriate.

ARTICLE III MEETING OF MEMBERS

Section 1. Place of Meeting. Meetings of the Membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors. The Board is authorized to pay from the Association's funds the cost of rental of a meeting facility.

Section 2. Annual Meetings. The first annual meeting of the Members of the Association shall be held at such time as the Board of Directors shall determine but shall be held, in any event, within one (1) year following the date of filing of the Articles of Incorporation with the State Department of Assessments and Taxation of Maryland. Thereafter, the annual meetings of the Members of the Association shall be held on such date as the Board of Directors may determine but not less than three (3) nor more than five (5) months after the last day of the Association's fiscal year. If the Board of Directors shall fail to set a date for the annual meeting, in any year, then such meeting for that year shall be held at 7:00 p.m. on the third (3rd) Wednesday of May. At such meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Article V, Section 5 of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by Members representing at least twenty percent (20%) of the total Membership entitled to vote having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each meeting or special meeting, stating the purpose thereof as well as time and place where it is to be held, to each Member of record, at its address as it appears on the membership books of the Association, or if no address appears, at its last known place of address, at least fifteen (15) but not more than forty-five (45) days prior to such meeting. Attendance by a Member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of Members entitled to cast seventy-five percent (75%) of the votes of the Membership shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members unless a greater number is provided by the Declaration, Articles of Incorporation or these By-Laws.

Section 6. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight

(48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the Members, each of the Members shall have the right to cast one (1) vote for each membership which it owns on each question. The vote of the Members representing seventy-five percent (75%) of the Membership present and voting at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case such express provision shall govern and control. No Member shall be eligible to vote by proxy.

Section 8. Selection of Directors. The Board of Directors of each Village Member shall select one person to be a member of the Association's Board of Directors. At the Annual Meeting, the representative of the Village Member shall submit the Village Member's selection for Director. The Director selected by each Village shall be an Owner or representative in that particular Village, and shall have been elected by a majority vote of the Village's Board of Directors.

Section 9. Order of Business. The order of business at a regularly scheduled meetings of the Members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Selection of Directors.
- (g) Unfinished business.
- (h) New business.

In the case of a special meeting, items (a) and (b) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE IV DIRECTORS

Section 1. Number. The affairs of the Corporation shall be managed by a five (5) member Board of Directors with one (1) director representing each Village. In the event that an even number of Villages are created, the fifth director shall be selected on an annual, rotating basis from each Village in the following order: Creekside at Greenspring Quarry Village, Greenspring Quarry Commercial Village, The Bluffs at Greenspring Quarry Village, and The Highlands at Greenspring Quarry Village. The names and addresses of the persons who are to serve until their successors are duly chosen and qualified are as follows: David Meacham, Alfred R. Guerieri, Jr., Patrick Parker, and Thomas F. Obrecht. At meetings of the Board, each

director shall have one (1) vote.

Section 2. Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members. The powers and duties of the Board shall include, but not be limited to the following:

To provide for the:

(a) care and upkeep of the Common Areas in a manner consistent with the law, the provisions of these By-Laws, and the Declaration.

(b) establishment and collection of assessments and/or carrying charges from the members and for the assessments and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) designation, hiring, and/or dismissal of personnel necessary for the good working order of the Association, for the proper care of the Common Areas, and to provide services for the Association in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) promulgation and enforcement of such rules (including imposition of fines for violations thereof) as may be deemed proper respecting the use, occupancy and maintenance of Common Areas and Units, all of which shall be consistent with applicable Maryland law, the provisions of these By-Laws and the Declaration.

Section 3. Management Agent. The Board shall employ for the Association a Management Agent at a rate of compensation approved by the Board of Directors to perform such duties and services as the Board shall from time to time authorize in writing. During the Development Period, the Declarant, and her or its agents, employees, subsidiaries, and/or affiliates may be employed as Management Agent by the Association. Any agreement with any Management Agent shall provide for a maximum term of one year and be terminated upon thirty (30) days written notice, with or without cause.

Section 4. Budget. The Board of Directors, with the assistance of the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period and shall include reasonable reserves for repair and replacement. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Association, and shall provide for sufficient estimates, on a consistent periodic basis, to permit comparison to and of deviations from the various periodic reports of the actual results of operation and the actual financial condition of the Association, on

both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and by any Mortgagee of any Unit and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests, and upon reasonable notice. The budget, as adopted, and all modifications thereof, shall require approval by a unanimous vote of the Members, save and except that the approval of the Residential Expenses portion thereof shall require the approval of the vote of the Members representing seventy-five (75%) of the Members.

Section 5. Term of Office. Directors may be selected for a term of one year, two years or three years, as the Members may decide at the annual meeting at which the selection of Directors takes place.

Section 6. Vacancies. Vacancies on the Board caused by any reason other than an increase in the number of Directors shall be filled by vote of the Village's Board of Directors whose Director vacated the position or was removed therefrom. Each such person so elected as a Director shall serve until a successor is selected at the next annual meeting.

Section 7. Removal. After the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Prior to the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by the Declarant.

Section 8. Compensation. Except for those directors named as such in Section 1 of this Article, and any of their successors elected prior to the first annual meeting of the Members, no remuneration shall be paid to any director for services performed by him for the Association in any other capacity unless approved by the unanimous vote of the Members. However, any director and/or officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties on behalf of the Association.

Section 9. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the entire Board shall be present.

Section 10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director and all members, personally or by mail or telephone, at least seven (7) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Board on three (3) days' notice to each director, given personally or by mail or telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be waiver of notice by him of the time, place and purpose thereof. If all the directors are present at any meeting of the Board no notice shall be required and any business which may properly come before the Board at such meeting may be transacted.

Section 13. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present and voting at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Fidelity Bonds. The Board shall require that all officers, agents and employees of the Association handling or responsible for association, corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, or a Secretary/Treasurer, all of whom shall be elected by the Board and none of whom shall be related by marriage or otherwise. Prior to the first annual meeting of Members, the officers of the Association need not be Owners in the Association. Thereafter, all officers of the Association shall be Owners; provided that until the expiration of the Development Period, the officers may also be officers, agents, or employees of the Declarant.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the Membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have custody of the seal of the Association; he shall have charge of the Membership transfer books and of such other books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association, in such depositories as may from time to time be designated by the Board.

ARTICLE VI

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such

person is an officer or director at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Owners of Units) and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the Association, or former Officer or Director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the best interests of the Association. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose;

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

(d) Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such a director or officer of such corporation or not so interested.

ARTICLE VII MANAGEMENT

Section 1. Management and Common Expenses. The Association, acting by and through its Board, shall manage, operate and maintain the Common Areas and Facilities and, for

the benefit of the Units and the Owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund provided for herein, the following:

- (a) The cost of providing utility services for the Common Areas and Facilities.
- (b) The cost of Directors and Officers liability, fire, hazard, and extended liability insurance for the Common Areas and Facilities and the cost of such other insurance as the Association may effect, or deem appropriate.
- (c) The cost of the services of a person or firm to manage the project together with the services of such other personnel as the Board shall consider necessary for the operation of the project.
- (d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association.
- (e) The cost of painting, maintaining, replacing, repairing, landscaping, and making additions and/or changes of and to the Common Ares and such furnishings and equipment as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same.
- (f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the Association and its property.

Section 2. Management Agent. The Association may, by contract in writing, delegate any of its ministerial duties, powers or functions to a Management Agent. The Association and the Board shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

Section 4. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project and its administration and shall specify the maintenance and repair expenses of the Common Areas and services, and of any other expenses incurred. The amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members, or as otherwise designated by an accountant engaged by the Association.

Section 5. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement, including the income and disbursements of the Association.

Section 6. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, attorneys representing any of the members, and to any Mortgagee of any Unit and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests, as they may appear.

Section 7. Execution of Association Documents. With the prior authorization of the Board, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time authorized by the Board of Directors.

ARTICLE VIII AMENDMENT AND APPROVALS

Section 1. Amendments by Members. These By-Laws may be amended by the affirmative vote of Members representing eighty percent (80%) or more of the votes at any meeting of the members duly called for such purpose. Any amendment during the Development Period shall also require the written consent of the Declarant. In the event that any such amendment, or any action of the Board of Directors would have a material impact or implication upon the rights, use or occupancy of the Commercial Village or its rights or obligations pursuant to the Declaration or these By-Laws, the amendment must be approved by the Commercial Village Member or its authorized director or representative.

Section 2. Amendments by Declarant. During the Development Period, the Declarant reserves the right to unilaterally amend these By-Laws to meet the requirements of the Federal Housing Administration, Veteran's Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, title insurance company or any other governmental or quasi-governmental agency, or to meet the requirements of any mortgage lender; PROVIDED, HOWEVER, that any such amendment shall not materially adversely affect the substantive rights hereunder of any Member other than Declarant. Any such amendment shall be distributed to all Members.

Section 3. FHA/VA Approval. Notwithstanding anything contained herein to the contrary, the Declarant shall have the absolute unilateral right, power and authority to modify the provisions of this Declaration, if such modification is required by the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or any other Federal, State or County or local government agencies, as a condition precedent to the approval of the Property

or any part thereof or any Lots or Units thereon, for mortgage financing qualification under the applicable government mortgage financing programs. If the Federal Housing Administration or Veterans Administration (or any successor agency or any similar governmental agency) has approved the property or any part thereof or any Lots or Units thereon for any applicable mortgage financing programs, and if approval by the FHA or the VA (or any successor agency or any similar governmental agency) of an amendment is required by applicable law or regulation for qualification under such financing programs, then any amendments to this Declaration shall also require the consent of any such approving agency.

ARTICLE IX INTERPRETATION - MISCELLANEOUS

Section 1. Conflict. These By-Laws are subordinate and subject in all respects to the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the content, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control. The provisions of the Declaration are incorporated herein by reference.

Section 2. Notices. Unless another type of notice is specifically provided for, herein, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions and headings contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, all of the Directors of the Greenspring Quarry Association, Inc., have hereunto set their hands this _____ day of _____, 2006.

WITNESS:

David Meacham

Alfred R. Guerieri, Jr.

Patrick Parker

Thomas F. Obrecht

CERTIFICATION

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Greenspring Quarry Association, Inc., and;

2. That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this ____ day of _____, 2006.

Secretary

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