

QUARRY LAKE AT GREENSPRING

AMENDMENT NO. 1 OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 1 OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("**Amendment**"), made on June 10, 2008, by (1) BEAZER HOMES CORP., a Tennessee corporation ("**Declarant**"), (2) GREENSPRING RETAIL, LLC, a Maryland limited liability company ("**Greenspring Retail**"), GREENSPRING OFFICE ONE, LLC, a Maryland limited liability company ("**Greenspring One**"), GREENSPRING OFFICE TWO, LLC, a Maryland limited liability company ("**Greenspring Two**") and GREENSPRING OFFICE THREE, LLC, a Maryland limited liability company ("**Greenspring Three**", Greenspring Retail, Greenspring One, Greenspring Two and Greenspring Three being collectively referred to herein as **Commercial Developer**), (3) QUARRY LAKE AT GREENSPRING COMMERCIAL VILLAGE ASSOCIATION, INC. a Maryland nonstock corporation ("**Commercial Village Association**"), (4) CREEKSIDE AT GREENSPRING QUARRY VILLAGE ASSOCIATION, INC. a Maryland nonstock corporation ("**Creekside Village Association**"), (5) THE BLUFFS AT GREENSPRING QUARRY VILLAGE ASSOCIATION, INC. a Maryland nonstock corporation ("**Bluffs Village Association**"), and (6) THE HIGHLANDS AT GREENSPRING QUARRY VILLAGE ASSOCIATION, INC. a Maryland nonstock corporation ("**Highlands Village Association**"),

WITNESSES THAT WHEREAS (1) by a Declaration of Covenants, Conditions and Restrictions for Greenspring Quarry Association, Inc. ("**Existing Greenspring Quarry Declaration**") dated August 1, 2006 and recorded among the Land Records of Baltimore County, Maryland ("**Recorded**") in Liber 24293 at folios 384 *et seq.*, made by Declarant and Commercial Developer, the parties thereto subjected to the legal effect of the Greenspring Quarry Declaration the land in that County which is referred to therein and herein as the **Property**;

(2) by its terms, the Existing Greenspring Quarry Declaration may be amended during the first 10 years after the date on which it was Recorded, by and only by a Recorded document signed by Declarant and all Village Associations following approval by Owners holding not less than 75 percent of the total votes in that Village Association's affairs;

(3) Declarant owns all of the Property other than the **Commercial Lots** (as defined by the Existing Greenspring Quarry Declaration), and the entities comprising Commercial Developer collectively own all of the Commercial Lots;

(4) the Commercial Lots identified as Commercial Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in the Existing Greenspring Declaration (collectively, **Original Commercial Lots**), plus the adjacent public roads identified as "Quarry lake Drive (Public)" and "Travertine Drive (Public)" in the Existing Greenspring Declaration (collectively, **Original Public Roads**) have been resubdivided by the Commercial Village Resubdivision Plats (as defined below), so that the real property which had comprised in the aggregate the Original Commercial Lots and the Original Public Roads now comprises Lots 3, 5, 6, 7, 8 and 9 (each of which is referred to herein as a **New Commercial Lot**), plus Lot 4 (which the Parties intend by this Amendment to designate as part of the Quarry and, therefore, of the Common Area, and which shall hereafter not be part of the Commercial Village or a Commercial Lot), plus the adjacent public roads identified as "Quarry Lake Drive (Public)" and "Travertine Drive (Public)" (collectively, **New Public Roads**) on the Commercial Village Resubdivision Plats;

(5) by a Confirmatory and Corrective Deed dated October 31, 2006 and Recorded in Liber 25333 at folios 295 *et seq.*, among Declarant, Greenspring Retail, Greenspring One, Greenspring

Two and Greenspring Three ("**Confirmatory Deed**"), the parties thereto collectively made such conveyances to each other as were necessary to reflect the resubdivision of the Original Commercial Lots and Original Public Roads accomplished by the Commercial Village Resubdivision Plats, all as is more particularly set forth therein, so that Greenspring Retail now owns all of New Commercial Lots 3, 8 and 9, Greenspring One now owns all of New Commercial Lot 5, Greenspring Two now owns all of New Commercial Lot 6, Greenspring Three now owns all of New Commercial Lot 7, and Declarant owns all of Lot 4 and the New Public Roads, all as is more particularly set forth therein;

(6) the entities comprising Commercial Developer collectively own all of the Commercial Lots, and by a Village Declaration dated December 15, 2006 and Recorded in Liber 25073 at folios 400 *et seq.* ("**Commercial Village Declaration**"), they subjected the Commercial Lots to the legal effect of the Commercial Village Declaration;

(7) the Commercial Village Association was created pursuant to the Commercial Village Declaration and constitutes a "Village Association" for purposes of the Existing Greenspring Quarry Declaration, and Commercial Developer holds at least 75 percent of the total votes in the affairs of Commercial Village Association;

(8) by a Declaration of Covenants, Conditions and Restrictions of Creekside at Greenspring Quarry Village Association, Inc. dated August 1, 2006 and Recorded in Liber 24293 at folios 448 *et seq.* ("**Creekside Village Declaration**"), Declarant subjected those parts of the Property referred to therein to the legal effect of the Creekside Village Declaration;

(9) the Creekside Village Association was created pursuant to the Creekside Village Declaration and constitutes a "Village Association" for purposes of the Existing Greenspring Quarry Declaration, and Declarant holds at least 58 percent of the total votes in the affairs of Creekside Village Association;

(10) by a Declaration of Covenants, Conditions and Restrictions for The Bluffs at Greenspring Quarry Village Association, Inc. dated May 11, 2007 and Recorded in Liber 25673 at folios 7 *et seq.* ("**Bluffs Village Declaration**"), Declarant subjected those parts of the Property referred to therein to the legal effect of the Bluffs Village Declaration;

(11) the Bluffs Village Association was created pursuant to the Bluffs Village Declaration and constitutes a "Village Association" for purposes of the Existing Greenspring Quarry Declaration, and Declarant holds at least 66.7 percent of the total votes in the affairs of Bluffs Village Association;

(12) by a Declaration of Covenants, Conditions and Restrictions for The Highlands at Greenspring Quarry Village Association, Inc. dated May 11, 2007 and Recorded in Liber 25673 at folios 90 *et seq.* ("**Highlands Village Declaration**"), Declarant subjected those parts of the Property referred to therein to the legal effect of the Highlands Village Declaration;

(13) the Highlands Village Association was created pursuant to the Highlands Village Declaration and constitutes a "Village Association" for purposes of the Existing Greenspring Quarry Declaration, and Declarant holds at least 75 percent of the total votes in the affairs of Highlands Village Association; and

(14) the Parties intend by this Amendment to amend the Existing Greenspring Quarry Declaration, (a) to reflect the Recordation of the Commercial Village Resubdivision Plats, and (b) to subject part of the Property to certain easements, all as is more particularly set forth below,

NOW, THEREFORE, THE PARTIES HERETO DECLARE that the Existing Greenspring Quarry Declaration is amended in the following manner:

Section 1. Definitions. As used herein, all words used but not defined herein, but defined in the Existing Greenspring Quarry Declaration, have the meanings given them therein; **Greenspring Quarry Declaration** means the Existing Greenspring Quarry Declaration, as hereby or hereafter amended or supplemented; and **Party** means a party to this Amendment.

Section 2. Amendment of Existing Greenspring Quarry Declaration.

2.1. Section 1.45 of the Existing Greenspring Quarry Declaration is amended and restated in its entirety as follows:

Section 1.45 "Plats" means the Subdivision Plats listed below hereto, and recorded among the Land Records in Plat Book S.M. 77, pages 118 through 126, respectively, (a) as amended by (i) a plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 121 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 144, (ii) a plat entitled "First Amended Subdivision Plat / A Portion of Area G and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 122 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 145, and (iii) a plat entitled "Plat of Quarry Lake at Green Spring / Planned Unit Development - C / Being a "Second Amended Subdivision Plat of the Previously Recorded "First Amended Subdivision Plat, a Portion of Area G, and a Portion of Area K Greenspring Quarry" S.M. 78 / Folio 145 and A Portion of "Area G Greenspring Quarry" S.M. 77 / Folio 122"" dated July 24, 2006 and Recorded in Plat Book S.M. 78 at page 180 (the plats identified in clauses (i), (ii) and (iii) being referred to collectively herein as the **Commercial Village Resubdivision Plats**), and (b) as hereafter revised, amended, and/or modified by one or more further Subdivision Plats:

- (a) Area A, Greenspring Quarry.
- (b) Areas C and D, Greenspring Quarry.
- (c) Area E, Greenspring Quarry.
- (d) Area F, Greenspring Quarry.
- (e) Area G, Greenspring Quarry.
- (f) Plat One, Area I, Greenspring Quarry.
- (g) Plat Two, Area I, Greenspring Quarry.
- (h) Area J, Greenspring Quarry.
- (i) Area K, Greenspring Quarry.

2.2. Section 1.48 of the Existing Greenspring Quarry Declaration is amended and restated in its entirety as follows:

Section 1.48 **"Quarry"** means (a) that portion of the Property shown on the Plats recorded among the Land Records in Plat Book S.M. 77 at pages 122 and 126, on which is located the former quarry known as Greenspring Quarry, plus (b) Lot 4, as shown on (i) a plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 121 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and Recorded in Plat Book S.M. 78 at page 144, and (ii) a plat entitled "First Amended Subdivision Plat / A Portion of Area G and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 122 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and Recorded in Plat Book S.M. 78 at page 145, plus (c) the dam and its associated fixtures, facilities, equipment, and mechanisms, plus (d) all oil separators installed in and servicing the Quarry.

2.3. Section 1.64 of the Existing Greenspring Quarry Declaration is amended and restated in its entirety as follows:

Section 1.64 **"Village"** means each of the following parts of the Property:

(a) That part of the Property described in **Exhibit D**, to be known as "The Bluffs at Greenspring Quarry Village" (**"Bluffs Village"**).

(b) That part of the Property described in **Exhibit E**, to be known as "The Highlands at Greenspring Quarry Village" (**"Highlands Village"**).

(c) That part of the Property described in **Exhibit B**, to be known as "Quarry Lake At Greenspring Commercial Village" (**"Commercial Village"**).

(d) That part of the Property described in **Exhibit F**, to be known as "Creekside at Greenspring Quarry Village" (**"Single-Family Village"**).

2.4. Section 1.65 of the Existing Greenspring Quarry Declaration is amended and restated in its entirety as follows:

Section 1.65 **"Village Association"** means any Maryland non-stock corporation or unincorporated association (other than the Association or any Subassociation) having jurisdiction over one, and only one, Village pursuant to this Declaration, and (except for the Commercial Village), established in accordance with the Maryland Homeowner Association Act. It is the present intention of the Declarant (which intention may, except in the case of the Commercial Village or Commercial Village Association, be modified in the sole discretion of the Declarant if set forth in an Amendment) to establish the following separate Villages Associations:

(a) The Bluffs at Greenspring Quarry Village Association, Inc., which has jurisdiction over the Bluffs Village pursuant to its Village Documents.

(b) The Highlands at Greenspring Quarry Village Association, Inc., which has jurisdiction over the Highlands Village pursuant to its Village Documents.

(c) Quarry Lake at Greenspring Commercial Village Association, Inc. ("Commercial Village Association"), which has jurisdiction over the Commercial Village pursuant to its Village Documents.

(d) Creekside at Greenspring Quarry Village Association, Inc., which has jurisdiction over the Single-Family Village pursuant to its Village Documents.

2.5. Section 3.4 of the Existing Greenspring Quarry Declaration is hereby deleted, and the following new Sections 3.4, 3.5 and 3.6 are hereby added to the Existing Greenspring Quarry Declaration:

Section 3.4 Easement for support of retaining walls. Each Commercial Lot shall have the benefit of a perpetual, nonexclusive easement over all parts of the rest of the Property which adjoin any boundary of any Commercial Lot, on or adjacent to which is now or hereafter located any retaining wall intended to provide support for any of the Property adjacent to that Commercial Lot, for the installation, maintenance, repair, replacement and use of any tie-backs or other subterranean structures or devices used in reinforcing or otherwise maintaining the retaining wall, all at the expense of the Owner of that Commercial Lot, and in accordance with applicable law. The Owner of that Commercial Lot and its contractors, consultants and other Permittees shall have the right from time to time to enter on so much of the rest of the Property as is reasonably needed for that purpose, in order to perform that construction, installation, maintenance, repair and replacement, including any testing needed to determine whether any of those actions are necessary. If a Commercial Lot's Owner and its contractors, consultants and other Permittees exercise that entry right, they shall restore any of the Property damaged by that exercise promptly thereafter, at that Owner's expense.

Section 3.5 Easement for drawing water from Quarry. The Owner of each Commercial Lot shall have a perpetual, nonexclusive easement permitting the Owner, at its expense, from time to time to draw water from the Quarry for use in watering any landscaping within the Common Areas and for other similar purposes, all in accordance with applicable law. The easement shall include the right to install, maintain, repair, replace and use, within the Quarry or any other Common Area, and/or on any Commercial Lot, one or more pumps and associated electrical lines, pipes and other equipment, necessary or desirable to permit water to be drawn from the Quarry for that purpose, all at the expense of the Owner of that Commercial Lot, and in accordance with applicable law. The Owner of that Commercial Lot and its contractors, consultants and other Permittees shall have the right from time to time to enter on so much of the rest of the Quarry and other Common Areas, and the Commercial Lots, as is reasonably needed for that purpose, in order to perform that construction, installation, maintenance, repair and replacement, including any testing needed to determine whether any of those actions are necessary. If a Commercial Lot's Owner and its contractors, consultants and other Permittees exercise that entry right, they shall restore any of the Property damaged by that exercise promptly thereafter, at that Owner's expense.

Section 3.6. Easement for use of parcels next to Travertine Drive. Greenspring One grants to Declarant and the Association a perpetual, non-exclusive easement over that part of Lot 5 which is (a) the first parcel described in **Exhibit G** hereto, and (b) designated as "Easement Area / 0.024 ac \pm " on a plat entitled "Exhibit to Accompany Descriptions of Private Maintenance Easements" attached hereto as **Exhibit H**, and Greenspring Retail grants to Declarant and the Association a perpetual, non-exclusive

easement over that part of Lot 3 which is (a) the second parcel described in **Exhibit G** hereto, and (b) designated as "Easement Area / 0.020 ac \pm " on **Exhibit H** (collectively, the **Travertine Drive Monumental Entrance Area**), permitting Declarant and the Association, at their expense, the right to enter upon the Travertine Drive Monumental Entrance Area to construct and/or install, repair, replace, maintain and use columns, fences, sidewalks and landscaping features (collectively, **Travertine Drive Monumental Entrance Feature**) within the Travertine Drive Monumental Entrance Area, comprising a monumental entrance to that part of Travertine Drive which lies outside of the Commercial Village. Greenspring One and Greenspring Retail further grant to Declarant and the Association a temporary, non-exclusive easement in and to so much of Lots 3 and 5 adjacent to the Travertine Drive Monumental Entrance Area as is reasonably needed from time to time by Declarant or the Association in connection with their maintenance, repair and replacement of the amenities located within the Travertine Drive Monumental Entrance Area under this section. Declarant and the Association shall maintain the Travertine Drive Monumental Entrance Area and the Travertine Drive Monumental Entrance Feature in good order and repair, and periodically remove all trash therefrom. If Declarant or the Association or their respective contractors, consultants and other Permittees exercise any easement created by this subsection, they shall restore any of Lot 3 or Lot 5 damaged by that exercise promptly thereafter, and defend, indemnify and hold harmless Greenspring One, Greenspring Retail and their successors and assigns against and from all liability, claim of liability or expense arising out of that exercise or the existence of the Travertine Drive Monumental Entrance Feature within the Travertine Drive Monumental Entrance Area. All costs incurred by Declarant or the Association or their Permittees pursuant to this section, or in connection with the exercise of any easement created by this section, or in performing any obligation under this subsection, shall be Residential Expenses.

2.6. Subsection 6.4(c) of the Existing Greenspring Quarry Declaration is amended and restated in its entirety as follows:

(c) For each Fiscal Year, a Commercial Assessment shall be levied on each Assessment Unit which is a Commercial Lot or Commercial Condominium Unit, in the following manner:

(i) The Association shall calculate the Commercial Village Portion of the General Costs in that Fiscal Year's Budget. The **Commercial Village Portion** shall equal the total of (1) 50 percent of the Quarry Expenses in that Fiscal Year's Budget, plus (2) 20 percent of all General Expenses in that Fiscal Year's Budget other than Quarry Expenses, but (3) none of the Residential Expenses in that Budget.

(ii) Subject to paragraphs (iii), (iv), (v) and (vi) below, each Commercial Lot's Commercial Assessment shall equal the following respective percentage ("**Commercial Assessment Percentage**") of the Commercial Village Portion of the General Expenses in that Budget: (1) Commercial Lot 5's Commercial Assessment Percentage shall be 16.000 percent; (2) Commercial Lot 6's Commercial Assessment Percentage shall be 16.000 percent; (3) Commercial Lot 7's Commercial Assessment Percentage shall be 16.000 percent; and (4) Commercial Lots 3, 8 and 9 shall have a combined Commercial Assessment Percentage of 52.000 percent, and for purposes of this Section 6 shall be deemed to be a single Commercial Lot.

(iii) Resubdivision of Commercial Lots. (1) Subject to paragraphs (iv), (v) and (vi) below, if one or more Commercial Lots are hereafter resubdivided, then their respective Commercial Assessment Percentages shall be automatically reallocated as of the date on which the Subdivision Plats for that resubdivision are recorded, in proportion to the respective land areas (calculated to the nearest 1,000th acre) of the Subdivision Lots comprising the resulting new Commercial Lots.

(2) Commercial Lots 3, 8 and 9. (A) The entities comprising Commercial Developer, as Owners of Commercial Lots 3, 8 and 9, confirm that, by the Commercial Village Resubdivision Plats, the former Commercial Lots 1, 2, 3, 8 and 9 identified in the Existing Greenspring Quarry Declaration were resubdivided into Commercial Lots 3, 8 and 9 as described by the Commercial Village Resubdivision Plats.

(B) Subject to clause (C) below, the Association shall levy combined Commercial Village Assessments on Commercial Lots 3, 8 and 9, as if they were a single Commercial Lot.

(C) (I) The Owners of Commercial Lots 3, 8 and 9 shall be entitled at any time, by express Notice ("**Reallocation Notice**") to the Association, to elect that the combined Commercial Assessment Percentage assigned collectively to Commercial Lots 3, 8 and 9 by paragraph (ii), or any individual Commercial Assessment Percentages theretofore assigned individually to those Commercial Lots pursuant to an earlier Notice given under this clause (C), be allocated or reallocated among Commercial Lots 3, 8 and 9 in any reasonable manner, including any manner which allocates them in proportion to their respective shares of the aggregate floor area of all buildings then on those three Commercial Lots. The allocation or reallocation shall not require approval by Declarant or the Association if the proposed method of allocation is directly proportionate to either (1) the respective floor areas of the buildings then on those three Commercial Lots (and if the amendment provided for below states that the Commercial Assessment Percentages for those Commercial Lots shall automatically be reallocated as of January 1 of each subsequent Fiscal Year for which those Commercial Assessment Percentages are a function of that floor area, so that they are directly proportionate to the aggregate floor area of the building or buildings on those respective Commercial Lots as of that January 1), or (2) the respective lot areas of those Commercial Lots (computed to the nearest one 100th acre). Otherwise, the proposed allocation method shall be subject to approval by the Declarant (during the Development Period) or the Association (thereafter), which approval shall not unreasonably be withheld. Any method of allocation or reallocation used for those Commercial Lots for purposes of this paragraph shall be the same method as that used for the comparable fiscal year or other period for purposes of the Commercial Village Declaration.

(II) Once the Reallocation Notice is given and any such required approval is obtained, both the Owners of Commercial Lots 3, 8 and 9, and Commercial Developer or the Village Association, as the case may be, shall sign, deliver and Record a Supplement setting forth the allocation method and the new Commercial Assessment Percentages assigned to those Commercial Lots. Thereafter, the Association shall levy individual Commercial Assessments on each of Commercial Lots 3, 8 and 9 in accordance with their Commercial Assessment Percentages as set forth in that amendment.

(III) Anything in this paragraph (iii) to the contrary notwithstanding, no reallocation under this clause (iii)(2)(C) shall have any effect on the Commercial Assessment Percentage assigned to Commercial Lots 5, 6 and 7.

(3) Commercial Lots 5, 6 and 7. (A) The entities comprising Commercial Developer, as Owners of Commercial Lots 5, 6 and 7, confirm that, by the Commercial Village Resubdivision Plats, the former Commercial Lots 4, 5, 6 and 7 identified in the Existing Greenspring Quarry Declaration were resubdivided into part of Open Space Lot 4, and Commercial Lots 5, 6 and 7, as described by the Commercial Village Resubdivision Plats.

(B) The Owners of Commercial Lots 5, 6 and 7 may hereafter elect, by Notice to the Association, to combine the Commercial Assessment Percentages assigned to Commercial Lots 5, 6 and 7 into a single Commercial Assessment Percentage for those three Commercial Lots together. Once that Notice is given to the Association, the Owners of those Commercial Lots and the Association shall sign, deliver and record among the Land Records an amendment of this Declaration reciting that the Commercial Assessment Percentages for those Lots have been combined, and setting forth the combined Commercial Assessment Percentage. The amendment shall not require, to be effective, joinder by any other Person. Thereafter, the Association shall levy combined Commercial Village Assessments on Commercial Lots 5, 6 and 7, as if they were a single Commercial Lot.

(C) Once the Commercial Assessment Percentages for Commercial Lots 5, 6 and 7 have been combined pursuant to clause (B):

(I) The Owners of Commercial Lots 3, 8 and 9 shall be entitled at any time, by express Notice ("**Reallocation Notice**") to the Association, to elect that the combined Commercial Assessment Percentage assigned collectively to Commercial Lots 5, 6 and 7 pursuant to clause (B) above, or any individual Commercial Assessment Percentages theretofore assigned individually to those Commercial Lots pursuant to an earlier Notice given under this clause (C), be allocated or reallocated among Commercial Lots 5, 6 and 7 in any reasonable manner, including any manner which allocates them in proportion to their respective shares of the aggregate floor area of all buildings then on those three Commercial Lots. The allocation or reallocation shall not require approval by Declarant or the Association if the proposed method of allocation is directly proportionate to either (1) the respective floor areas of the buildings then on those three Commercial Lots (and if the amendment provided for below states that the Commercial Assessment Percentages for those Commercial Lots shall automatically be reallocated as of January 1 of each subsequent Fiscal Year for which those Commercial Assessment Percentages are a function of that floor area, so that they are directly proportionate to the aggregate floor area of the building or buildings on those respective Commercial Lots as of that January 1), or (2) the respective lot areas of those Commercial Lots (computed to the nearest one 100th acre). Otherwise, the proposed allocation method shall be subject to approval by the Declarant (during the Development Period) or the Association (thereafter), which approval shall not unreasonably be withheld. Any method of allocation or reallocation used for those Commercial Lots for purposes of this paragraph shall be the same method as that used for the comparable fiscal year or other period for purposes of the Commercial Village Declaration.

(II) Once the Reallocation Notice is given and any such required approval is obtained, both the Owners of Commercial Lots 5, 6 and 7, and Commercial Developer or the Village Association, as the case may be, shall sign, deliver and Record a Supplement setting forth the allocation method and the new Commercial Assessment Percentages assigned to those Commercial Lots. Thereafter, the Association shall levy individual Commercial Assessments on each of Commercial Lots 5, 6 and 7 in accordance with their Commercial Assessment Percentages as set forth in that amendment.

(III) Anything in this paragraph (iii) to the contrary notwithstanding, no reallocation under this clause (iii)(3)(C) shall have any effect on the Commercial Assessment Percentage assigned to Commercial Lots 3, 8 and 9.

(iv) Subject to paragraph (vi) below, if all of one or more Commercial Lots is hereafter subjected to a condominium regime under the Condominium Act, then, for each Fiscal Year beginning thereafter, the Commercial Assessment or aggregate Commercial Assessments which (but for this paragraph) would have been levied on that Commercial Lot or those Commercial Lots shall instead be allocated among the Condominium's Condominium Units in proportion to their Condominium Percentages, so that an individual Commercial Assessment is levied on each of those Condominium Units in an amount equaling its Condominium Percentage of the amount which would otherwise have been levied as a Commercial Assessment on that Commercial Lot or the aggregate amount which otherwise would have been levied as Commercial Assessments on those Commercial Lots, as the case may be. **Condominium Percentage** means, for a Condominium Unit within a Commercial Lot, its percentage interest in the common expenses and common profits of the Condominium's council of unit owners, as set forth in its Condominium Declaration.

(v) Subject to paragraph (vi) below, if part but not all of a Commercial Lot is hereafter subjected to a condominium regime under the Condominium Act, then, for each Fiscal Year beginning thereafter, (1) the Commercial Lot shall be treated, for purposes of clause (ii) above, as if it had been subdivided into two Commercial Lots, one comprising the parts of the former Commercial Lot which are included in the Condominium, and the other comprising the rest of the former Commercial Lot; (2) the Commercial Assessment which (but for this paragraph) would have been levied on the former Commercial Lot shall instead be allocated between the two resulting Commercial Lots in accordance with paragraph (ii) above; and (3) the part allocated to the new Commercial Lot comprising the Condominium shall be reallocated among its Condominium Units in proportion to their Condominium Percentages, so that an individual Commercial Assessment is levied on each Condominium Unit in an amount equaling its Condominium Percentage of the amount which would otherwise have been levied as a Commercial Assessment on that resulting Commercial Lot.

(vi) No Condominium Unit or its Owner shall be liable, or subject to a lien, for any Commercial Assessment levied on any other Condominium Unit under this paragraph.

Anything in this Declaration to the contrary notwithstanding, the aggregate Commercial Assessments levied for any Fiscal Year on all Commercial Lots and all Condominium Units within a Commercial Lot shall not exceed, in the aggregate, 50 percent of the

Quarry Expenses, and 20 percent of the other General Expenses, in that Fiscal Year's Budget, and shall not include any Residential Expenses.

2.7. Section 6.10 of the Declaration is amended and restated in its entirety as follows:

Section 6.10 Working Capital Fund. The Association hereby establishes a working capital fund for the initial operation of the Association. The working capital fund shall be funded by a one-time assessment ("**Working Capital Assessment**") levied on each Single-Family Lot, Residential Condominium Unit, Commercial Lot and (except as otherwise provided below) Commercial Condominium Unit. The Working Capital Assessment shall automatically be deemed to have been levied on each Single-Family Lot or Residential Condominium Unit when it is conveyed by Declarant to another Person (and Declarant and the grantee shall be jointly and severally liable for payment thereof to the Association), and shall equal one fourth of the Annual Assessment levied on that Single-Family Lot or Residential Condominium Unit for the Fiscal Year during which the conveyance occurs (except that if, immediately before the conveyance occurs, the Single-Family Lot or Residential Condominium Unit is exempt from liability to pay an Annual Assessment for that Fiscal Year, the Working Capital Assessment shall equal one fourth of the Annual Assessment which would have been levied on that Single-Family Lot or Residential Condominium Unit for that Fiscal Year if it had not been exempt during that Fiscal Year). The Working Capital Assessment shall automatically be deemed to have been levied on each Commercial Lot or Commercial Condominium Unit when it is conveyed by Commercial Developer to another Person (and Commercial Developer and the grantee shall be jointly and severally liable for payment thereof to the Association), and shall equal \$100 (except that no Working Capital Assessment shall be due on the conveyance of any Commercial Condominium Unit created within a Commercial Lot as to which a Working Capital Assessment has already become due and payable to the Association).

2.8. **Exhibit B** to the Existing Greenspring Quarry Declaration is amended and restated in the form attached to this Amendment.

2.9. **Exhibit C** to the Existing Greenspring Quarry Declaration is amended and restated in the form attached to this Amendment.

2.10. The Existing Greenspring Quarry Declaration is amended by adding, as **Exhibit G** thereto, the form of that exhibit attached to this Amendment.

2.11. The Existing Greenspring Quarry Declaration is amended by adding, as **Exhibit H** thereto, the form of that exhibit attached to this Amendment.

Section 3. General.

3.1. Effect. This Amendment shall become effective when and only when signed and delivered by each Party, and Recorded; shall be given effect and construed under the law of Maryland (ignoring its conflicts of law principles); and represents the complete understanding, and supersedes all prior written or oral negotiations, representations, guaranties, warranties, promises, statements or agreements, among the Parties as to its subject matter. No determination by any court, Authority or otherwise that any term hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other term hereof, or that term in any circumstance not controlled by the

determination. Each term shall be valid and enforceable to the fullest extent allowed by, and be construed if possible to be consistent with, applicable law.

3.2. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed made in all genders, (b) in the singular or plural number shall also be deemed made in the plural or singular number, and (c) to any Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary, be deemed made to that part of this Amendment. The headings of those parts are provided only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or designated herein as an exhibit hereto shall be a part hereof. This Amendment may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Except as is set forth herein, the Existing Greenspring Quarry Declaration shall hereafter remain unmodified and in full force and effect, as if this Amendment had not been made.

IN WITNESS WHEREOF, each Party has signed this Amendment or caused it to be signed on its behalf by its authorized representatives, on the date first above written.

BEAZER HOMES CORP.

by [Signature] (SEAL)
Name: DAVID CARNEY
DIVISION PRESIDENT
MARYLAND DIVISION

STATE OF MARYLAND: COUNTY OF HOWARD:

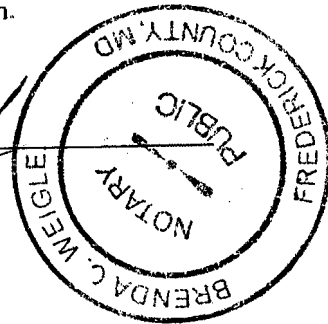
JUNE 10, 2008

I CERTIFY that on ~~November~~ JUNE 10, 2008, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared DAVID CARNEY, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is of BEAZER HOMES CORP., a Tennessee corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal on the date first above written.

DIVISION PRESIDENT
MARYLAND DIVISION

My commission expires on 10-1-09

[Signature]
Notary Public



0027273 647

GREENSPRING RETAIL, LLC
GREENSPRING OFFICE ONE, LLC
GREENSPRING OFFICE TWO, LLC
GREENSPRING OFFICE THREE, LLC

by TK (SEAL)
Thomas F. Obrecht, Manager

QUARRY LAKE AT GREENSPRING COMMERCIAL
VILLAGE ASSOCIATION, INC.

by TK (SEAL)
Thomas F. Obrecht, President

STATE OF md: COUNTY OF Baltimore

I CERTIFY that on November 13, 2007, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Thomas F. Obrecht, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he is manager of GREENSPRING RETAIL, LLC, GREENSPRING OFFICE ONE, LLC, GREENSPRING OFFICE TWO, LLC and GREENSPRING OFFICE THREE, LLC, each a Maryland limited liability company, and has been duly authorized to sign, and has signed, the document on behalf of each of them for the purposes therein set forth; and that the same is the act and deed of each. In witness whereof, I have set my hand and Notarial Seal on the date first above written.

My commission expires on 12/09/11

Phyllis A. Iervello
Notary Public **PHYLLIS A. IERVELLO**
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 9, 2011

STATE OF md: COUNTY OF Baltimore

I CERTIFY that on November 13, 2007, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Thomas F. Obrecht, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he is President of QUARRY LAKE AT GREENSPRING COMMERCIAL VILLAGE ASSOCIATION, INC. a Maryland nonstock corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal on the date first above written.

My commission expires on 12/09/2011

Phyllis A. Iervello
Notary Public **PHYLLIS A. IERVELLO**
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 9, 2011

CREEKSIDE AT GREENSPRING QUARRY
VILLAGE ASSOCIATION, INC.

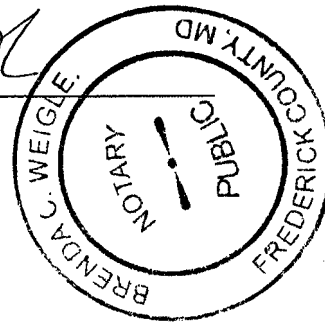
by J Michael Breen (SEAL)
 Name: J MICHAEL BREEN
 Title: PRESIDENT

MARYLAND HOWARD
 STATE OF ↓: COUNTY OF ↓:

I CERTIFY that on ~~November~~ ^{JUNE 10, 2008} ~~2007~~, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared J. MICHAEL BREEN, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is ^{PRESIDENT} of CREEKSIDE AT GREENSPRING QUARRY VILLAGE ASSOCIATION, INC., a Maryland nonstock corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal on the date first above written.

My commission expires on 10-1-09.

Brenda C. Weigle
 Notary Public



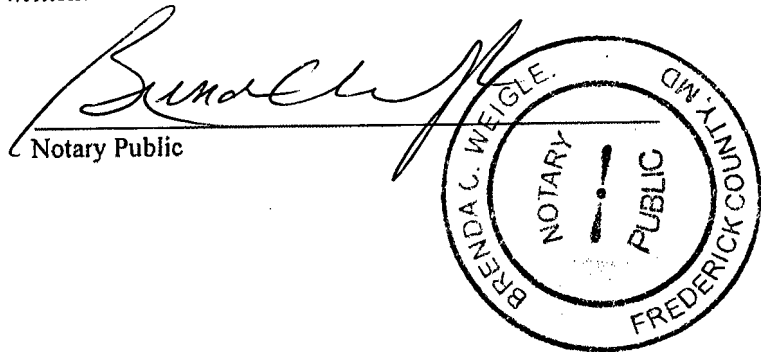
THE BLUFFS AT GREENSPRING QUARRY
VILLAGE ASSOCIATION, INC.

by J. Michael Breen (SEAL)
Name: J. MICHAEL BREEN
Title: PRESIDENT

MARYLAND HOWARD
STATE OF ____: COUNTY OF ____:

I CERTIFY that on ~~November~~ June 10, 2008, 2007, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared J. Michael Breen, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is PRESIDENT of THE BLUFFS AT GREENSPRING QUARRY VILLAGE ASSOCIATION, INC., a Maryland nonstock corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal on the date first above written.

My commission expires on 10-1-09



0027273 650

THE HIGHLANDS AT GREENSPRING QUARRY
VILLAGE ASSOCIATION, INC.

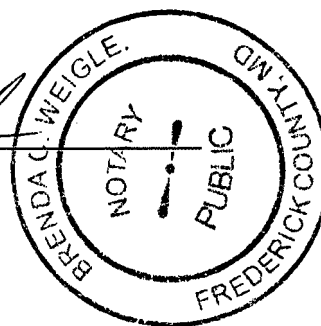
by J. Michael Breen (SEAL)
Name: J. MICHAEL BREEN
Title: PRESIDENT

MARYLAND HOWARD
STATE OF ____: COUNTY OF ____:

I CERTIFY that on ~~November~~ ^{JUNE} 10, 2008, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared J. MICHAEL BREEN, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is ^{PRESIDENT} of THE HIGHLANDS AT GREENSPRING QUARRY VILLAGE ASSOCIATION, INC., a Maryland nonstock corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal on the date first above written.

My commission expires on 10-1-09

[Signature]
Notary Public



Reviewed for compliance with
Baltimore County Code
Section(s) 32-4271(c) only.
Not reviewed for compliance
with any other Baltimore County
requirements.

[Signature]
Assistant County Attorney
Baltimore County Office of Law

JOINDER OF TRUSTEE

The undersigned Trustee pursuant to a certain Indemnity Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated May 12, 2008 and recorded among the Land Records of Baltimore County in Liber 27012, Folio 387, made by Beazer Homes Corp. and Wachovia Bank, National Association, the Beneficiary, (the "Deed of Trust") does hereby consent to Amendment No. 1 of Declaration of Covenants, Conditions and Restrictions (the "Amendment") and subordinates the aforesaid Deed of Trust to the legal operation and effect thereof; provided, however, that such consent and subordination shall not (i) affect the priority of the Deed of Trust in relation to any other document, instrument, agreement, encumbrance or lien, or (ii) cause the Deed of Trust to be subordinate to any lien hereafter created by or arising pursuant to the Amendment.

WITNESS

Cecilia Owens Jim DeBoer
Jim DeBoer, Trustee

STATE OF Virginia CITY/COUNTY OF Richmond TO WIT:

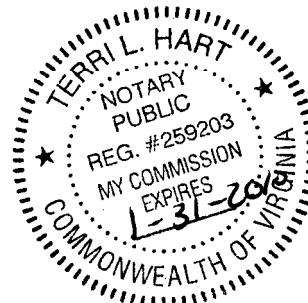
On this 16th day of June, 2008 before me, the undersigned Notary Public of the State aforesaid, personally appeared Jim DeBoer, Trustee for the benefit of Wachovia Bank, National Association, and the person whose name is subscribed to the within instrument and acknowledged that he, as Trustee, and being authorized so to do, executed the same for the purposes therein contained in his capacity as Trustee.

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

Terri L. Hart
Notary Public

My Commission Expires: 1-31-2010

2100.012\ Joinder of Trustees.6.5.08

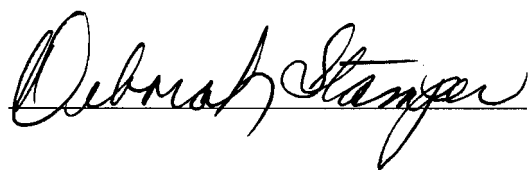


0027273 652

LENDER AGREEMENT

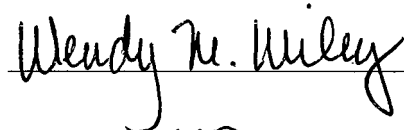
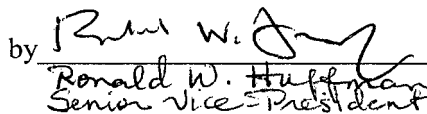
DAVID R. BOWEN, Trustee, and PNC BANK, NATIONAL ASSOCIATION, successor by merger to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, who are, respectively, a trustee and the beneficiary under an Indemnity Deed of Trust and Assignment of Leases and Rents ("**Deed of Trust**") dated May 12, 2005 and Recorded in Liber 21897 at folios 218 *et seq.*, join in this Amendment to subject to its legal effect all of their right, title and interest under the Deed of Trust in the real property encumbered by the Greenspring Quarry Declaration. In witness whereof, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives on November 20, 2007.

WITNESS or ATTEST:




DAVID R. BOWEN, Trustee

PNC BANK, NATIONAL ASSOCIATION



by Ronald W. Huffman
Senior Vice PresidentSTATE OF MD: COUNTY OF Baltimore

I CERTIFY that on November 20, 2007, before me, a Notary Public for the state and county aforesaid, personally appeared DAVID R. BOWEN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he has signed it as trustee for the purposes therein set forth, and that it is his act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on 3-17-10


Notary Public

KATIE A. SMALL
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND

My Commission Expires Mar. 17, 2010

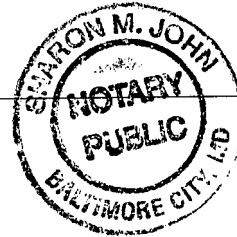
0027273 653

STATE OF Maryland ^{City} COUNTY OF Baltimore

I CERTIFY that on November ^{20th} 2007, before me, a Notary Public for the state and county aforesaid, personally appeared Ronald W. Huffman, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is Sr. Vice President of PNC BANK, NATIONAL ASSOCIATION, successor by merger to Mercantile Safe-Deposit and Trust Company, a Maryland banking corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on 1/7/2012


Notary Public



LENDER AGREEMENT

BRENDA S. TYLER, Trustee, and PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, who are, respectively, the trustee and the beneficiary under an Indemnity Construction Deed of Trust, Security Agreement and Assignment of Rents ("**Deed of Trust**") dated August 11, 2005 and Recorded in Liber 22339 at folios 299 *et seq.*, join in this Amendment to subject to its legal effect all of their right, title and interest under the Deed of Trust in the real property encumbered by the Greenspring Quarry Declaration. In witness whereof, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives on January 14, 2008.

WITNESS or ATTEST:

Sue Ehrhardt
Sue Ehrhardt

Brenda S. Tyler
BRENDA S. TYLER, Trustee

PRINCIPAL LIFE INSURANCE COMPANY

Jeannie K. Prue
Jeannie K. Prue

by Mary E. Schwarze
Mary E. Schwarze
Counsel

M. Edith Lawrence
M. Edith Lawrence

by Dennis D. Ballard
Dennis D. Ballard
Counsel

STATE OF IOWA: COUNTY OF POLK:

I CERTIFY that on January 14, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared BRENDA S. TYLER, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that she has signed it as trustee for the purposes therein set forth, and that it is her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Mike McOmber
Notary Public



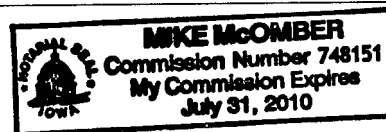
0027273 655

STATE OF IOWA: COUNTY OF POLK:

I CERTIFY that on January 14, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared ^{Mary E.} Schwarze, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is Counsel of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Mike McOmber
Notary Public



STATE OF IOWA: COUNTY OF POLK:

I CERTIFY that on January 14, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared ^{Dennis D.} Ballard, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is Counsel of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Mike McOmber
Notary Public



0027273 656

LENDER AGREEMENT

BRENDA S. TYLER, Trustee, and PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, who are, respectively, the trustee and the beneficiary under an Indemnity Construction Deed of Trust, Security Agreement and Assignment of Rents ("**Deed of Trust**") dated November 3, 2006 and Recorded in Liber 24826 at folios 51 *et seq.*, join in this Amendment to subject to its legal effect all of their right, title and interest under the Deed of Trust in the real property encumbered by the Greenspring Quarry Declaration. In witness whereof, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives on ~~November 14, 2007~~ ^{JANUARY 14, 2008}

WITNESS or ATTEST:

Sue Ehrhardt
Sue Ehrhardt

Brenda S. Tyler
BRENDA S. TYLER, Trustee

PRINCIPAL LIFE INSURANCE COMPANY

Jeannie K. Prue
Jeannie K. Prue

by



Mary E. Schwarza
Counsel

M. Edith Lawrence
M. Edith Lawrence

by

Dennis D. Ballard
Counsel

STATE OF IOWA: COUNTY OF POLK:

I CERTIFY that on January 14, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared BRENDA S. TYLER, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that she has signed it as trustee for the purposes therein set forth, and that it is her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

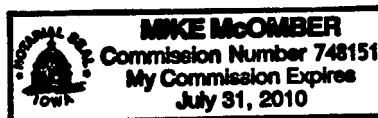
Mike McOmber
Notary Public



STATE OF IOWA: COUNTY OF POLK:

I CERTIFY that on January 14, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared ^{Mary E.} Schwarze, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is Counsel of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Mike McOmber

STATE OF IOWA: COUNTY OF POLK:

I CERTIFY that on January 14, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared ^{Dennis D.} Ballard, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is Counsel of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Mike McOmber
Notary Public

LENDER AGREEMENT

BRENDA S. TYLER, Trustee, and PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, who are, respectively, the trustee and the beneficiary under an Indemnity Construction Deed of Trust, Security Agreement and Assignment of Rents ("**Deed of Trust**") dated July 11, 2007 and Recorded in Liber 25940 at folio 124 *et seq.*, join in this Amendment to subject to its legal effect all of their right, title and interest under the Deed of Trust in the real property encumbered by the Greenspring Quarry Declaration. In witness whereof, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives on January 14, 2008.

WITNESS or ATTEST:

Sue Ehrhardt
Sue Ehrhardt

Brenda S. Tyler
BRENDA S. TYLER, Trustee

PRINCIPAL LIFE INSURANCE COMPANY

Jeannie K. Prue
Jeannie K. Prue

by



Mary E. Schwarze
Counsel

M. Edith Lawrence
M. Edith Lawrence

by

Dennis D. Ballard
Counsel

STATE OF IOWA: COUNTY OF POLK:

I CERTIFY that on January 14, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared BRENDA S. TYLER, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that she has signed it as trustee for the purposes therein set forth, and that it is her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____

Mike McOmber
Notary Public



STATE OF IOWA: COUNTY OF POLK:

I CERTIFY that on January 14, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared ^{Mary E.} Schwarze, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is Counsel of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.


 Notary Public

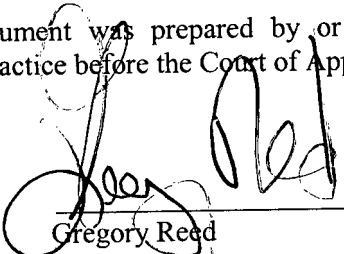

STATE OF IOWA: COUNTY OF POLK:

I CERTIFY that on January 14, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared ^{Dennis P.} Ballard, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is Counsel of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, and has been duly authorized to sign, and has signed, the document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.


 Notary Public


I CERTIFY that this document was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.


 Gregory Reed

TO THE CLERK: When recorded, please return this document to Gregory Reed, Esquire at Ballard Spahr Andrews & Ingersoll, LLP, Suite 1800, 300 East Lombard Street, Baltimore, Maryland 21202-3268.

LENDER AGREEMENT

Keith Honig, Esq., Trustee, and AMERICAN GENERAL LIFE INSURANCE COMPANY, a Texas corporation, who are, respectively, the trustee and the beneficiary under an Indemnity Construction Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents ("**Deed of Trust**") dated February 21, 2008 and Recorded in Liber 26695 at folio 618 *et seq.*, join in this Amendment to subject to its legal effect all of their right, title and interest under the Deed of Trust in the real property encumbered by the Greenspring Quarry Declaration. In witness whereof, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives on July 30, 2008.

WITNESS or ATTEST:

Anchi Miller Keith Honig, Trustee

STATE OF _____: COUNTY OF _____:

I CERTIFY that on July ____, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared Keith Honig, Esq., Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that she has signed it as trustee for the purposes therein set forth, and that it is her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____

Notary Public

SEE ATTACHED:

ACKNOWLEDGMENT

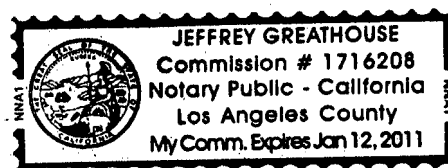
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On July 30, 2008 before me, JEFFREY GREATHOUSE, a notary public, personally appeared KEITH HONIG, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature [Signature] (Seal)



QUARRY LAKE AT GREENSPRING**AMENDMENT NO. 1 OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS****EXHIBIT B****Description of Commercial Village**

All of the following Subdivision Lots:

Greenspring Retail.

Lots 3, 8 and 9, as shown on the Plat entitled "Plat of Quarry Lake at Green Spring / Planned Unit Development - C / Being a "Second Amended Subdivision Plat of the Previously Recorded "First Amended Subdivision Plat, a Portion of Area G, and a Portion of Area K Greenspring Quarry" S.M. 78 / Folio 145 and A Portion of "Area G Greenspring Quarry" S.M. 77 / Folio 122"" dated July 24, 2006 and Recorded in Plat Book S.M. 78 at page 180.

Being all of the real property which, by a Deed dated May 12, 2005 and recorded among the Land Records in Liber 21897 at folio 211, was conveyed by The Arundel Corporation to Greenspring Retail, LLC, (a) plus any additional real property conveyed to Greenspring Retail, LLC by the Confirmatory Deed, and (b) minus any real property conveyed by Greenspring Retail, LLC by the Confirmatory Deed.

Greenspring One.

Lot 5, as shown on (a) the Plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 121 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 144, and (b) the Plat entitled "First Amended Subdivision Plat / A Portion of Area G and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 122 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 145.

Being all of the real property which, by a Deed dated May 12, 2005 and recorded among the Land Records in Liber 21897 at folio 103, was conveyed by The Arundel Corporation to Greenspring Office One, LLC, (a) plus any additional real property conveyed to Greenspring Office One, LLC by the Confirmatory Deed, and (b) minus any real property conveyed by Greenspring Office One, LLC by the Confirmatory Deed.

Greenspring Two.

Lot 6, as shown on the Plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 121 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 144.

Being all of the real property which, by a Deed dated May 12, 2005 and recorded among the Land Records in Liber 21897 at folio 536, was conveyed by The Arundel Corporation to Greenspring Office Two, LLC, (a) plus any additional real property conveyed to Greenspring Office Two, LLC by the

Confirmatory Deed, and (b) minus any real property conveyed by Greenspring Office Two, LLC by the Confirmatory Deed.

Greenspring Three.

Lot 7, as shown on (a) the Plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 121 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 144, and (b) the Plat entitled "First Amended Subdivision Plat / A Portion of Area G and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 122 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 145.

Being all of the real property which, by a Deed dated May 12, 2005 and recorded among the Land Records in Liber 21897 at folio 171, was conveyed by The Arundel Corporation to Greenspring Office Three, LLC, (a) plus any additional real property conveyed to Greenspring Office Three, LLC by the Confirmatory Deed, and (b) minus any real property conveyed by Greenspring Office Three, LLC by the Confirmatory Deed.

QUARRY LAKE AT GREENSPRING**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS****EXHIBIT C****List of Residential Development Parcels, Commercial Lots, Common Areas and Public Roads****Residential Development Parcels**

Being known and designated as Lots 124 - 128 and Lots 135 - 148 and all of that right-of-way area within Granite Ridge Court and the 2,357-square foot area designated as "HOA/COA Common Area" within the right-of-way of Granite Ridge Court as shown on a plat entitled "Plat One, Area I, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 123.

Also being known and designated as Lots 11 - 19 and Lots 110 - 123 and Lots 129 - 134 and all of that right-of-way area within Rockstream Court and Pebbleton Court and the 0.374-acre area designated as "HOA/COA Common Area" within the right-of-way of Rockstream Court and the 0.037-acre area designated as "HOA/COA Common Area" within the right-of-way of Pebbleton Court as shown on a plat entitled "Plat Two, Area I, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 124.

Also being known and designated as Lots C1 - C8 and Lots D1 - D7 and all of that right-of-way area within Boulderton Court and Green Lake Circle and the 908- square foot area designated as "HOA/COA Common Area" within the right-of-way of Boulderton Court and the 0.160-acre area designated as "HOA/COA Common Area" within the right-of-way of Green Lake Circle as shown on a plat entitled "Areas C and D, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 119.

Being known and designated as proposed building numbers 7101, 7102, 7300, 7301, 7400, 7401, 7500, 7501, 7601, and 7701 and all of that right-of-way area within Travertine Drive and that area encompassed by Forest Conservation Easement as shown on a plat entitled "Area E, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 120, said area being furthermore described by the following:

Beginning for the same at a point being known and designated as Coordinate "PD6" as shown on said plat, thence leaving said point and binding on and running with the outline of the Forest Conservation Easement as shown on said plat the 62 following courses and distances:

- (1) North 85 degrees 27 minutes 41 seconds East 58.69 feet, thence
- (2) South 85 degrees 54 minutes 49 seconds East 113.30 feet, thence
- (3) South 67 degrees 02 minutes 21 seconds East 29.90 feet, thence
- (4) South 60 degrees 11 minutes 25 seconds East 106.47 feet, thence
- (5) South 81 degrees 05 minutes 47 seconds East 75.35 feet, thence
- (6) South 57 degrees 59 minutes 22 seconds East 16.92 feet, thence
- (7) South 81 degrees 37 minutes 57 seconds East 92.47 feet, thence
- (8) North 70 degrees 20 minutes 33 seconds East 26.67 feet, thence
- (9) North 45 degrees 15 minutes 04 seconds East 141.45 feet, thence
- (10) North 17 degrees 19 minutes 35 seconds East 173.47 feet, thence
- (11) North 47 degrees 17 minutes 06 seconds East 142.83 feet, thence

- (12) North 45 degrees 28 minutes 04 seconds East 153.50 feet, thence
- (13) North 77 degrees 21 minutes 33 seconds East 200.84 feet, thence
- (14) North 14 degrees 31 minutes 54 seconds East 25.02 feet, thence
- (15) North 60 degrees 38 minutes 14 seconds East 16.47 feet, thence
- (16) South 48 degrees 34 minutes 14 seconds East 20.34 feet, thence
- (17) South 83 degrees 17 minutes 20 seconds East 15.35 feet, thence
- (18) North 70 degrees 16 minutes 27 seconds East 50.50 feet, thence
- (19) North 26 degrees 33 minutes 38 seconds West 20.06 feet, thence
- (20) North 75 degrees 17 minutes 59 seconds East 56.56 feet, thence
- (21) South 28 degrees 17 minutes 45 seconds East 13.24 feet, thence
- (22) South 72 degrees 32 minutes 58 seconds East 32.91 feet, thence
- (23) South 09 degrees 09 minutes 38 seconds East 28.17 feet, thence
- (24) South 48 degrees 14 minutes 02 seconds East 33.67 feet, thence
- (25) South 08 degrees 31 minutes 45 seconds West 18.14 feet, thence
- (26) South 35 degrees 31 minutes 56 seconds East 30.87 feet, thence
- (27) South 35 degrees 16 minutes 01 seconds East 45.05 feet, thence
- (28) South 70 degrees 27 minutes 35 seconds East 29.50 feet, thence
- (29) South 60 degrees 15 minutes 01 second East 36.16 feet, thence
- (30) South 17 degrees 52 minutes 31 seconds East 58.44 feet, thence
- (31) South 63 degrees 25 minutes 49 seconds East 24.07 feet, thence
- (32) North 89 degrees 02 minutes 42 seconds East 53.82 feet, thence
- (33) South 86 degrees 31 minutes 52 seconds East 59.30 feet, thence
- (34) South 37 degrees 10 minutes 45 seconds East 32.65 feet, thence
- (35) South 10 degrees 47 minutes 48 seconds East 44.75 feet, thence
- (36) South 44 degrees 59 minutes 39 seconds East 45.53 feet, thence
- (37) North 83 degrees 13 minutes 32 seconds East 78.16 feet, thence
- (38) South 71 degrees 44 minutes 29 seconds East 205.03 feet, thence
- (39) South 36 degrees 30 minutes 07 seconds East 76.41 feet, thence
- (40) South 10 degrees 33 minutes 08 seconds East 173.10 feet, thence
- (41) South 48 degrees 39 minutes 28 seconds West 80.44 feet, thence
- (42) South 57 degrees 20 minutes 02 seconds West 62.15 feet, thence
- (43) South 73 degrees 50 minutes 46 seconds West 96.92 feet, thence
- (44) South 58 degrees 58 minutes 39 seconds West 110.52 feet, thence
- (45) South 48 degrees 26 minutes 40 seconds West 71.70 feet, thence
- (46) South 86 degrees 35 minutes 18 seconds West 202.92 feet, thence
- (47) North 61 degrees 41 minutes 40 seconds West 59.42 feet, thence
- (48) North 73 degrees 31 minutes 00 seconds West 50.97 feet, thence
- (49) South 87 degrees 13 minutes 09 seconds West 94.24 feet, thence
- (50) South 67 degrees 20 minutes 44 seconds West 59.90 feet, thence
- (51) South 36 degrees 54 minutes 43 seconds West 74.13 feet, thence
- (52) South 85 degrees 54 minutes 49 seconds West 56.48 feet, thence
- (53) South 74 degrees 37 minutes 15 seconds West 111.30 feet, thence
- (54) South 83 degrees 43 minutes 19 seconds West 236.11 feet, thence
- (55) South 84 degrees 45 minutes 56 seconds West 181.76 feet, thence
- (56) South 85 degrees 55 minutes 55 seconds West 282.49 feet, thence
- (57) North 39 degrees 08 minutes 00 seconds West 39.00 feet, thence
- (58) North 26 degrees 07 minutes 19 seconds West 221.06 feet, thence
- (59) North 30 degrees 08 minutes 35 seconds West 174.00 feet, thence
- (60) North 59 degrees 51 seconds 25 seconds East 12.50 feet, thence
- (61) North 30 degrees 08 minutes 35 seconds West 80.00 feet, and thence
- (62) North 15 degrees 11 minutes 57 seconds East 68.60 feet to the point

of beginning; containing 24.954 acres of land.

Being the 15.146-acre area designated as "Area K" as shown on a plat entitled "Area K, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 126.

Commercial Lots

Lots 3, 8 and 9, as shown on the Plat entitled "Plat of Quarry Lake at Green Spring / Planned Unit Development - C / Being a "Second Amended Subdivision Plat of the Previously Recorded "First Amended Subdivision Plat, a Portion of Area G, and a Portion of Area K Greenspring Quarry" S.M. 78 / Folio 145 and A Portion of "Area G Greenspring Quarry" S.M. 77 / Folio 122"" dated July 24, 2006 and Recorded in Plat Book S.M. 78 at page 180.

Lots 5 and 7, as shown on (a) the Plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 121 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 144, and (b) the Plat entitled "First Amended Subdivision Plat / A Portion of Area G and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 122 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 145.

Lot 6, as shown on the Plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 121 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 144.

Common Areas

Being known and designated as the 1.409-acre area designated as "HOA/COA Common Area" as shown on a plat entitled "Area A, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 118.

Also being known and designated as the 8.493-acre area and the 2.568-acre area designated as "HOA/COA Common Area" and the right-of-way area designated as Travertine Drive as shown on a plat entitled "Areas C and D, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 119.

Also being known and designated as the 55.672-acre area designated as "HOA/COA Common Area," saving and excepting therefrom that area herein referred to and described as the "Condominium Village Area E " as shown on a plat entitled "Area E, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 120.

Also being known and designated as the 4.416-acre area and the 0.029-acre area designated as "HOA/COA Common Area" and all of that right-of-way area within Stone Cliff Drive and all of that right-of-way area within Travertine Drive as shown on a plat entitled "Area F, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 121.

Also being known and designated as Lot 10 and the 20.006-acre area and the 0.153-acre area designated as "HOA/COA Common Area" and the 9.326-acre area designated as "HOA/COA Open

Space" and all of that right-of-way area within Stone Cliff Drive as shown on a plat entitled "Area G, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 122.

Also being known and designated as the 5.262-acre area designated as "HOA/COA Common Area" and all of that right-of-way area within Stone Cliff Drive as shown on a plat entitled "Plat One, Area I, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 123.

Also being known and designated as the 1.822-acre area and the 0.524-acre area designated as "HOA/COA Common Area" and all of that right-of-way area within Stone Cliff Drive as shown on a plat entitled "Plat Two, Area I, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 124.

Also being known and designated as the 4.572-acre area designated as "HOA/COA Common Area" as shown on a plat entitled "Area J, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 125.

Also being known and designated as the 26.189-acre area and the 5.163-acre area designated as "HOA/COA Common Area" and all of that right-of-way area within Stone Cliff Drive as shown on a plat entitled "Area K, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 126.

Lot 4, as shown on (a) the Plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / at page 121 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 144, and (b) the Plat entitled "First Amended Subdivision Plat / A Portion of Area G and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 122 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 145.

Public Roads

(1) The road area designated as "Quarry Lake Drive (Public)" on the Plats entitled (a) "Area F, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 121, and (b) "Area G, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 122, as such plats have been amended by:

(a) The Plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 121 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 144;

(b) the Plat entitled "First Amended Subdivision Plat / A Portion of Area G and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 122 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 145; and

(c) the Plat entitled "Plat of Quarry Lake at Green Spring / Planned Unit Development - C / Being a "Second Amended Subdivision Plat of the Previously Recorded "First Amended Subdivision Plat, a Portion of Area G, and a Portion of Area K Greenspring Quarry" S.M. 78 /

0027273 668

Folio 145 and A Portion of "Area G Greenspring Quarry" S.M. 77 / Folio 122"" dated July 24, 2006 and Recorded in Plat Book S.M. 78 at page 180.

(2) The road area designated as "Travertine Drive (Public)" on the Plat entitled "Area F, Greenspring Quarry" and recorded among the Land Records in Plat Book S.M. 77 at page 121, as such plat has been amended by:

(a) the Plat entitled "First Amended Subdivision Plat / A Portion of Area F and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 121" and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 144;

(b) the Plat entitled "First Amended Subdivision Plat / A Portion of Area G and a Portion of Area K / Greenspring Quarry / Previously Recorded as "Area F Greenspring Quarry" S.M. 77 / folio 122 and "Area K Greenspring Quarry" S.M. 77 / folio 126", dated October 4, 2005 and recorded among the Land Records in Plat Book S.M. 78 at page 145; and

(c) the Plat entitled "Plat of Quarry Lake at Green Spring / Planned Unit Development - C / Being a "Second Amended Subdivision Plat of the Previously Recorded "First Amended Subdivision Plat, a Portion of Area G, and a Portion of Area K Greenspring Quarry" S.M. 78 / Folio 145 and A Portion of "Area G Greenspring Quarry" S.M. 77 / Folio 122"" dated July 24, 2006 and Recorded in Plat Book S.M. 78 at page 180.

0027273 669

QUARRY LAKE AT GREENSPRING

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT G

Descriptions of parcels comprising Travertine Drive Monumental Entrance Area

0027273 670

DMW

DAFT MCCUNE WALKER INC

Description

0.024 Acre and 0.020 Acre

Private Maintenance Easements

Travertine Drive

Third Election District, Baltimore County, Maryland

Beginning for the first at a point on the western right-of-way line of Travertine Drive, said point of beginning distant South 39 degrees 27 minutes 14 seconds East 19.93 feet from the point being known and designated as "RW 26," as laid out and shown on a record plat entitled "First Amended Subdivision Plat, A Portion of Area "F" and A Portion of Area "K". Greenspring Quarry" and recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 78, Folio 144, thence leaving said point of beginning and binding on said west side of Travertine Drive, referring all courses of this description to the Maryland Coordinate System (NAD '83), the two following courses and distances: (1) south 39 degrees 27 minutes 14 seconds East 81.19 feet to a point being known and designated as "RW 28" as laid out and shown on the above-mentioned plat, thence (2) Southeasterly by a line curving to the right, having a radius of 60.00 feet, for a distance of 16.59 feet (the arc of said curve being subtended by a chord bearing South 31 degrees 32 minutes 06 seconds East 16.53 feet), thence leaving said westerly right-of-way line and running for a new line of easement, (3) South 66 degrees 23 minutes 02 seconds West 11.00 feet, thence (4) Northwesterly by a line curving to the left, having a radius of 49.00 feet, for a distance of 13.54 feet (the arc of said curve being subtended by a chord bearing

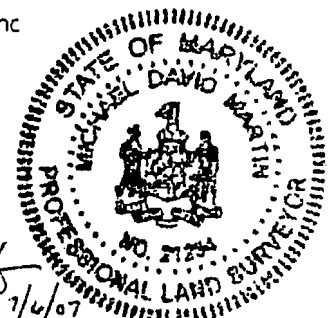
North 31 degrees 32 minutes 06 seconds West 13.50 feet), thence (5) North 39 degrees 27 minutes 14 seconds West 81.19 feet, thence (6) North 50 degrees 32 minutes 46 seconds East 11.00 feet to the point of beginning; containing 1,059 square feet or 0.024 acres of land, more or less, as now surveyed by Daft-McCune-Walker, Inc.

Beginning for the second at a point on the eastern right-of-way line of Travertine Drive, said point of beginning being also at the beginning of the North 36 degrees 12 minutes 48 seconds East 81.80 foot line of Lot 3, Greenspring Retail, LLC, as laid out and shown on a plat entitled "First Amended Subdivision Plat, A Portion of Area "G" and A Portion of Area "K", Greenspring Quarry," said plat being recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 78, Folio 145, thence binding on a portion of said line and referring all courses of this description to the Maryland Coordinate System, (NAD '83), (1) North 36 degrees 12 minutes 48 seconds East 11.35 feet, thence leaving said line and running for a new lines of easement, (2) South 39 degrees 27 minutes 14 seconds East 17.44 feet, thence (3) Southeasterly by a line curving to the right, having a radius of 151.00 feet, for a distance of 64.72 feet (the arc of said curve being subtended by a chord bearing South 27 degrees 10 minutes 31 seconds East 64.22 feet), thence (4) South 75 degrees 06 minutes 13 seconds West 11.00 feet to intersect the eastern right-of-way of Travertine Drive, thence binding on and running with Travertine Drive, (5) Northwesterly by a line curving to the left, having a radius of 140.00 feet, for a distance of 60.00 feet (the arc of said curve being subtended by a chord bearing North 27 degrees 10 minutes 31 seconds West 59.55 feet) to a point being known and designated as "RW 14," as laid out and shown the abovementioned plat, thence (6) North 39 degrees 27 minutes 14 seconds West 14.63 feet to the point of beginning; containing 862 square feet or 0.02 acres of land, more or less, as now surveyed by Daft-McCune-Walker, Inc.

July 6, 2007

Project No 83035 NS (L83035 NS)

Michael D. Walker 7/6/07



0027273 672

QUARRY LAKE AT GREENSPRING

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

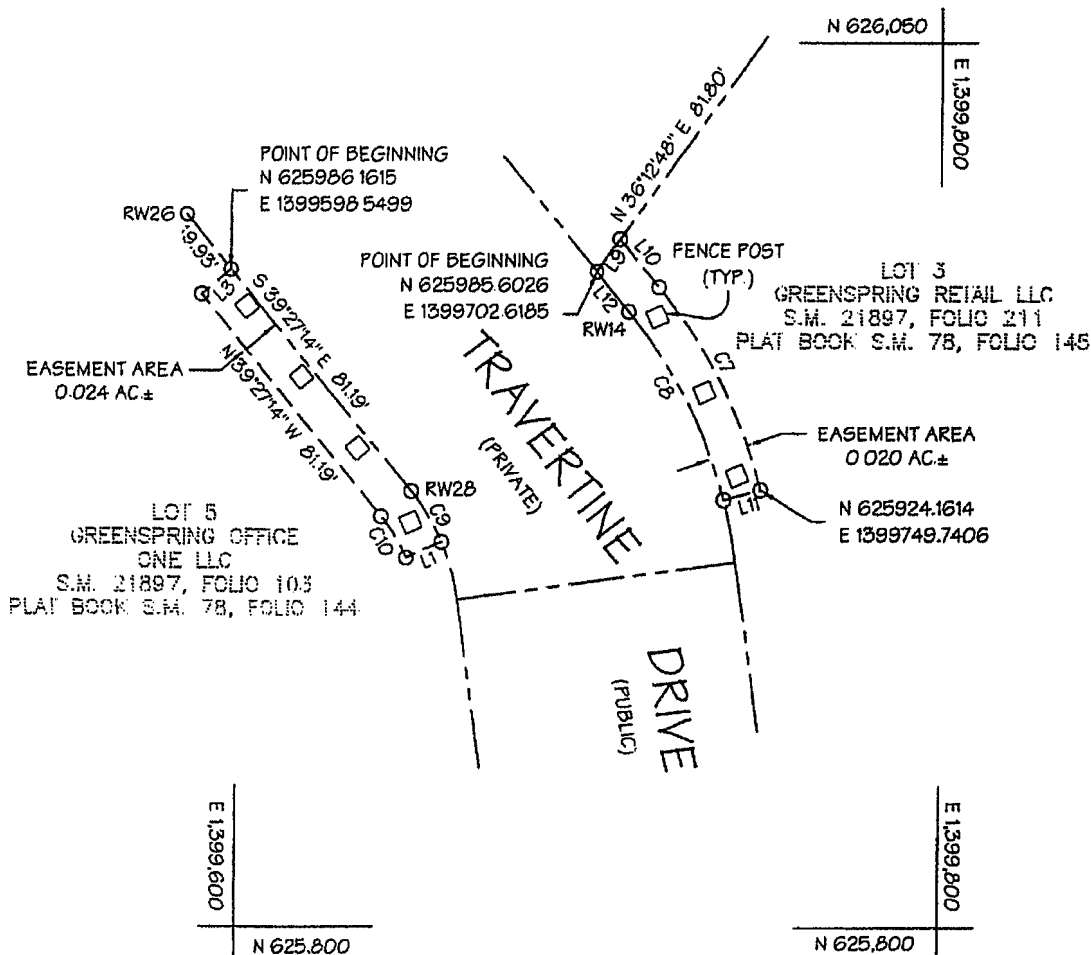
EXHIBIT H

Plat showing parcels comprising Travertine Drive Monumental Entrance Area

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	DIST.	CHORD BEARING	CHORD DIST.	TANGENT
C7	24°33'26"	151.00'	64.72'	S 27°10'31" E	64.22'	32.86'
C8	24°33'26"	140.00'	60.00'	N 27°10'31" W	59.55'	30.47'
C9	15°50'16"	60.00'	16.59'	S 31°32'06" E	16.53'	8.35'
C10	15°50'16"	49.00'	13.54'	N 31°32'06" W	13.50'	6.82'

MARYLAND COORDINATE SYSTEM



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 66°23'02" W	11.00'
L3	N 50°32'46" E	11.00'
L9	N 36°12'48" E	11.35'
L10	S 39°27'14" E	17.44'
L11	S 75°06'13" W	11.00'
L12	N 39°27'14" W	14.63'

EXHIBIT TO ACCOMPANY DESCRIPTIONS OF
PRIVATE MAINTENANCE EASEMENTS

GREENSPRING QUARRY

3RD ELECTION DISTRICT

BALTIMORE COUNTY, MARYLAND

DMW

Daft McCune Walker, Inc.

200 East Pennsylvania Avenue
Towson, Maryland 21286
(410) 296-3333
Fax 296-4705A Team of Land Planners,
Landscape Architects,
Engineers, Surveyors &
Environmental Professionals

Field Crew: DB/NT

Scale: 1"=50'

Date: 7/06/2007

Drawn by: JE

Checked by:

Job No.: 83035.NS

0027273 674

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments		(<input type="checkbox"/> Check Box if addendum Intake Form is Attached.)																																																													
		Deed	Mortgage																																																												
		Deed of Trust	Lease																																																												
			X Other Declaration																																																												
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2 Conveyance Type Check Box		Improved Sale Arms-Length [1]	Unimproved Sale Arms-Length [2]																																																												
			Multiple Accounts Arms-Length [3]																																																												
			Not an Arms-Length Sale [9]																																																												
3 Tax Exemptions (if applicable)		Recordation Greenspring Quarry Association, Inc.																																																													
Cite or Explain Authority		State Transfer Amendment to Declaration																																																													
		County Transfer																																																													
4 Consideration and Tax Calculations		<table border="1"> <tr> <th colspan="2">Consideration Amount</th> <th colspan="2">Finance Office Use Only Transfer and Recordation Tax Consideration</th> </tr> <tr> <td>Purchase Price/Consideration</td> <td>\$</td> <td>Transfer Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Any New Mortgage</td> <td>\$</td> <td>X () % =</td> <td>\$</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> <td>Less Exemption Amount -</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Total Transfer Tax =</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Recordation Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Full Cash Value:</td> <td>\$</td> <td>X () per \$500 =</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td>TOTAL DUE</td> <td>\$</td> </tr> </table>		Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration		Purchase Price/Consideration	\$	Transfer Tax Consideration	\$	Any New Mortgage	\$	X () % =	\$	Balance of Existing Mortgage	\$	Less Exemption Amount -	\$	Other:	\$	Total Transfer Tax =	\$	Other:	\$	Recordation Tax Consideration	\$	Full Cash Value:	\$	X () per \$500 =	\$			TOTAL DUE	\$																												
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5 Fees		<table border="1"> <tr> <th>Amount of Fees</th> <th>Doc. 1</th> <th>Doc. 2</th> <th>Agent:</th> </tr> <tr> <td>Recording Charge</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>Surcharge</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>State Recordation Tax</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>State Transfer Tax</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>County Transfer Tax</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>Other Declaration</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>Other</td> <td>\$</td> <td>\$</td> <td></td> </tr> </table>		Amount of Fees	Doc. 1	Doc. 2	Agent:	Recording Charge	\$	\$		Surcharge	\$	\$		State Recordation Tax	\$	\$		State Transfer Tax	\$	\$		County Transfer Tax	\$	\$		Other Declaration	\$	\$		Other	\$	\$																													
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6 Description of Property		<table border="1"> <tr> <th>District</th> <th>Property Tax ID No. (1)</th> <th>Grantor Liber/Folio</th> <th>Map</th> <th>Parcel No.</th> <th>Var. LOG</th> </tr> <tr> <td></td> <td>Amendment to Declaration</td> <td></td> <td></td> <td></td> <td>(5)</td> </tr> <tr> <td colspan="2">Subdivision Name</td> <td>Lot (3a)</td> <td>Block (3b)</td> <td>Sect/AR (3c)</td> <td>Plat Ref.</td> </tr> <tr> <td colspan="2"></td> <td></td> <td></td> <td></td> <td>SqFt/Acreage (4)</td> </tr> <tr> <td colspan="6">Location/Address of Property Being Conveyed (2)</td> </tr> <tr> <td colspan="6">Other Property Identifiers (if applicable)</td> </tr> <tr> <td colspan="6">Water Meter Account No.</td> </tr> <tr> <td colspan="6">Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:</td> </tr> <tr> <td colspan="6">Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:</td> </tr> <tr> <td colspan="6">If Partial Conveyance, List Improvements Conveyed:</td> </tr> </table>		District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG		Amendment to Declaration				(5)	Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.						SqFt/Acreage (4)	Location/Address of Property Being Conveyed (2)						Other Property Identifiers (if applicable)						Water Meter Account No.						Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						If Partial Conveyance, List Improvements Conveyed:					
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Location/Address of Property Being Conveyed (2)																																																															
Other Property Identifiers (if applicable)																																																															
Water Meter Account No.																																																															
Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:																																																															
Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:																																																															
If Partial Conveyance, List Improvements Conveyed:																																																															
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IMP FD SURE \$ 20.00
RECORDING FEE 75.00
TOTAL 95.00
Rest BAO5 Rcpt # 30127
SM LL Rlk # 1724
Aug 22, 2008 01:27 PM

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