

**AMENDED AND RESTATED AGREEMENT AND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

LR - Covenant
Recording Fee 75.00
Declarant Name: two
Rivers joint entity
Reference/Control #:
LR - Covenant
Surcharge 40.00
Subtotal: 115.00
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**THIS AMENDED AND RESTATED AGREEMENT AND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS** (hereinafter referred to as the
“Declaration”) is made this 8th day of March, 2016, by and among **TWO
RIVERS ASSOCIATES, LLC**, a Delaware limited liability company (hereinafter referred to as
“Two Rivers”), **KOCH INVESTMENT ASSOCIATES, LLC**, a Maryland limited liability
company (hereinafter referred to as “Koch”) and **TWO RIVERS JOINT ENTITY, LLC**, a
Maryland limited liability company (hereinafter referred to as “Joint Entity”) (all of the
foregoing collectively referred to as “Owners”), **TWO RIVERS MASTER ASSOCIATION,
INC.**, a Maryland corporation (hereinafter referred to as “Two Rivers HOA”), and **FORKS OF
THE PATUXENT IMPROVEMENT ASSOCIATION, INC.**, an incorporated community
association (hereinafter referred to as the “Association”).

EXPLANATORY STATEMENT

Owners are development companies organized for the purpose of developing the Two Rivers multi-generational community (i.e., a mixture of age restricted and non-age restricted housing types) comprising 2,060 residential dwelling units (as further described in Paragraph 2 below) (the “Development”) on certain parcels of real property located in the vicinity of Meyers Station Road, Conway Road and the confluence of the Little Patuxent River and the Patuxent River in western Anne Arundel County, Maryland. Two Rivers HOA is the incorporated homeowners’ association organized pursuant to state and Anne Arundel County regulations for the purpose of managing the use and operation of the Development, and in accordance with such management and operation owns, or may own, certain portions of the aforesaid parcels.

Owners are the owners of all of the parcels of the Property as hereinafter described, which comprise the Development, except for subdivided lots within the Development prior hereto conveyed to individual lot owners, but Owners have reserved the right to amend the Prior Covenants without the consent of such individual lot owners. The deeds for the Property are recorded among the Land Records in the Libers and folios set forth below.

Predecessors to Owners have executed several Agreements and Declarations of Covenants, Conditions and Restrictions, benefitting the Association, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 10152, folio 33 (Mitchell, Campbell Sand and Gravel Co. and Austrung), Liber 12500, folio 723 (and amended in Liber 14128, folio 57) (Ihrig Property), and Liber 18101 folio 140 (terminating all previously recorded covenants and encompassing all of the Property) (the "2006 Covenant"), all of the above collectively referred to as the "Prior Covenants," all of which are terminated and replaced by this Declaration.

Owners and the Association are hereby terminating all of the Prior Covenants and replacing them with this Declaration, which action has been approved by the Association in accordance with the Prior Covenants.

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

(i.) Two Rivers (formerly Two Rivers Investors, LLC and before that, Barton S. Mitchell): Tax Map 42, Parcels 11 and 127, conveyed by deed to Two Rivers recorded in Liber 24863, folio 298.

(ii.) Two Rivers (formerly Two Rivers Development Company, LLC and before that, Campbell Sand and Gravel Co.; for Parcel 109, formerly Two Rivers Investors, LLC and before that, Gloria A. Austring): Tax Map 36, Parcels p/o 2, 6, 108, 109, and 110, conveyed by deed to Two Rivers recorded in Liber 24863, folio 308.

(iii.) Koch (formerly Ihrig): Tax Map 36, Parcel 111 (parts 1 through 5), conveyed by deed to Koch recorded in Liber 17497, folio 500 and confirmatory deed recorded in Liber 20450, folio 157, but saving and excepting therefrom (1) all that property consisting of two (2) acres, more or less (hereinafter the "Tower Lot"), as depicted on that certain plat recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2096, folio 756 (the "Tower Lot Plat") and (2) the twenty-foot (20') right-of-way (the "Right-of-Way") depicted as "Right-of-Way for Tower Lot Access," as described and depicted on the Tower Lot Plat."

(iv.) Koch (formerly Carr): Tax Map 36, Parcel 19, conveyed by deed to Koch recorded in Liber 14959, folio 345.

(v.) Joint Entity (formerly Lohrmann Trust): Tax Map 42, Parcel 192, conveyed by deed to Joint Entity recorded in Liber 18569, folio 482.

(vi.) Two Rivers (formerly Turner): Tax Map 42, Parcel 7, conveyed by deed to Two Rivers recorded in Liber 27030, folio 311.

The foregoing parcels (i.) through (vi.) are collectively referred to herein as the "Property."

The Association is an incorporated community association created to represent the interests of the residents and the communities in the "Forks of the Patuxent Area" of Anne Arundel County (defined as the area bounded on the north and east by the Little Patuxent River,

on the west by the Patuxent Wildlife Refuge and on the south by the Prince George's County line).

Owners and the Association have entered into this Declaration in order to set forth their agreement and understanding regarding the intentions of Owners with respect to development of the Property and the agreement of Owners to be bound by the terms of this Declaration and the conditions and restrictions, which will govern certain aspects of the Development to satisfy the concerns of the Association.

NOW THEREFORE WITNESSETH:

That in consideration of the mutual covenants and agreements set forth herein, Owners and the Association agree to strike in their entirety the Prior Covenants, including any amendments thereto, and substitute this Declaration as follows:

1. Owners covenant, declare and agree that the Property shall henceforth be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, limitations, obligations and equitable servitudes as are set forth in this Declaration, all of which covenants, conditions, restrictions, limitations, obligations and equitable servitudes shall be deemed to run with and bind the land constituting the Property and shall inure to the benefit of and be enforceable by the Association against Owners, or Owners' successors and assigns with respect to the approvals, construction, and maintenance of the Development, specifically including Two Rivers HOA; and specifically excluding any and all individual homeowners of lots improved by dwellings within the Development. Nothing herein shall preclude Owners from transferring ownership of the Property, or any portion thereof, provided such successors or assigns (excluding individual homeowners within the Development) or the Two Rivers HOA assume Owners' rights, responsibilities, obligations, and duties

hereunder. At certain times, the Two Rivers HOA may assume, or Owners and the Two Rivers HOA may share, Owners' rights, responsibilities, obligations, and duties hereunder.

2. Owners have received certain approvals from Anne Arundel County (Sketch Plan Approval and/or Final Plan Approval: S2006-002; P2006-0012-01 NS) for its intended development on the Property of a multi-generational community and associated amenities comprising 2,060 total dwelling units as follows: (a.) no more than 1,260 conventional, non-age restricted dwelling units, and (b.) the balance of the dwelling units (up to a maximum of 2,060 total dwelling units in the Development) as age-restricted dwellings meeting the requirements for qualification of a community under the "housing for older persons" exemption established by the U.S. Fair Housing Act, 42 U.S.C. 3607(2). The Development will contain all of the improvements, public and private, necessary to obtain and maintain approvals for the Development, including, but not limited to, the dwelling units described above, recreational amenities including swimming pool(s), walking trails, community gardens, community clubhouse(s), and those public and/or private roads, public utilities and other structures and facilities reasonably necessary to serve the Development.

3. The Association agrees to not oppose or obstruct Owners in obtaining and maintaining before any agency or forum all approvals required for the Development, and otherwise, as necessary for Owners to obtain and maintain the approval, subdivision platting, permitting, construction, and sales of homes of the Development, now and hereafter, which shall include, but not be limited to, Sketch Plan Approval, Final Plan Approval, special exceptions, variances, utility and public works permits, grading permits, building permits, environmental approvals and permits, and any revisions thereto, and any sales, marketing or communications with purchasers.

4. In exchange for the Association's agreement not to oppose or obstruct the Development as described herein, Owners agree that the Property may be developed and used only in accordance with the following covenants and restrictions:

a. The Development shall not exceed 2,060 total units as follows: up to 1,260 conventional, non-age restricted dwelling units, and the balance of the dwelling units – up to 2,060 total units – as age-restricted dwellings (as more fully described in Paragraph 2 above).

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

Age restricted dwelling units: single-family attached or detached

Non-age restricted dwelling units: single-family detached

c. The height of all dwellings within the Development shall not exceed the height limitations of the Anne Arundel County Zoning Code for R-2 zoned properties.

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

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

f. A community clubhouse shall be constructed in the first phase of the project and in no event later than the date on which twenty-five percent (25%) of the proposed dwellings within the Development have been sold and settled.

g. The recreational amenities of the Development, if permitted by Anne Arundel County, shall be open for membership to present and future residents of residential structures in the Forks of the Patuxent Area (area described above) existing on the date of the execution of this Declaration, provided that such residents shall pay the same membership and/or usage fees as residents of the Development, and such residents shall be subject to the same age requirements pertaining to residents of the Development for the particular amenity to be used.

h. Owners, and their successors and assigns, agree to reimburse, indemnify and hold harmless any landowner in the "Forks of the Patuxent Area" forced by the County to connect to public water or sewer, for any front foot benefit charges, capital facility connection charges, use connection charges, connection permit fees and reasonable commercial plumbing contractor expenses incurred or assessed as a result of construction by Owners, or their successors and/or assigns, of public water and/or sewer lines adjacent or near to such landowner's property.

i. No development (i.e., the building of structures or non-reclamation disturbance of the land, except for (i) public utilities and stormwater management facilities and (ii) reclamation of mining areas for active or passive recreational uses, including but not limited to the walking trails and recreational amenities described in subparagraph w. below and excluding ballfields) shall occur within one thousand three hundred twenty (1,320) feet of the shoreline of the Little Patuxent or Patuxent Rivers or upon wetlands adjacent to such buffer areas.

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

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

l. The road entrance into the Development shall be from Conway Road, with access from Meyers Station Road, Collins Avenue or Patuxent Road limited to that which the County should require for emergency vehicle access, and Owners, and their successors and assigns, shall make all reasonable efforts to minimize use of any entrance from Meyers Station Road, Collins Avenue and Patuxent Road into the Development.

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

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

o. During the land development and construction phases of the development of the Property, except for construction of infrastructure (but in no event for more than one (1)

year after the granting of a grading permit for same and provided that Owners, and their successors and assigns, pay to repair any damage to properties along Meyers Station Road caused by construction vehicles or vehicles delivering construction materials and provided that Owners, and their successors and assigns, have Meyers Station Road cleaned for dirt and debris caused by their construction activities, such cleaning to take place within a reasonable period of time after causing such dirt and debris, taking into account weather and other applicable conditions), Owners, and their successors and assigns, shall (1) prohibit their contractors' and subcontractors' "18-wheeler" or tractor trailer construction vehicles from using Meyers Station Road or Patuxent Road; (2) prohibit in the Development noise-producing construction activity before 7:00 a.m. or after 5:00 p.m. Monday through Saturday, or on Sundays or federal holidays; and (3) prohibit their contractors' and subcontractors' commercial construction vehicles from crossing over the "Forks Bridge," which is located over the Little Patuxent River on Conway Road approximately one quarter (1/4) mile west of Md. Rt. 3, before 7:00 a.m. on any day.

p. Owners, and their successors and assigns, shall not request nor seek to change or remove the existing gross vehicle weight or speed limit restrictions for any roadway in the Forks of the Patuxent Area, as such restrictions existed on the date of the execution of this Declaration.

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

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

s. [Intentionally deleted so that following paragraphs correspond to the 2006 Covenant.]

t. Owners, and their successors and assigns, acknowledge the existence of a private shooting range in proximity to the Property and agree: (1) to provide proper assurances to the owner of the shooting range that Owners, and their successors and assigns, shall not seek to halt use of the shooting range and (2) that written notification of the existence of such range shall be included in all purchase agreements given to all prospective purchasers within the Development.

u. In advance of initial submission of all site plans and subdivision plats for the Development to the County for approval and in advance of all subsequent submission of such items containing material or substantive changes, Owners and their successors and assigns shall provide the Association with at least fourteen (14) days to review the same and comment thereon.

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

w. Restricted Parcels. No residential or commercial building shall be constructed on that portion of the property formerly known as the "Turner Property" (hereinbefore referred to) that is east of Meyers Station Road or on the property formerly known as the "Mitchell Property" (hereinbefore referred to) (together, the "Restricted Parcels"). In addition to the foregoing, Owners shall not construct public or private athletic fields or other

similar public uses on the Restricted Parcels; provided, however, walking trails, community gardens, an agricultural park (including wetland and forest mitigation), and other recreational amenities dedicated to the use and enjoyment of the residents of the Development, including accessory structures in support of the above allowed uses, shall be permitted on the Restricted Parcels. A plat note shall be placed on any future subdivision plat of the Restricted Parcels to that effect, which note also shall state that the prohibition against such units is perpetual, subject to the legal operation and effect of this Declaration. Further, Owners agree to negotiate in good faith, with property owners whose properties abut that portion of the Turner Property which lies west of Meyers Station Road, for independent buffer agreements mitigating the impact of residential units to be built on that portion of the Turner Property which lies west of Meyers Station Road.

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

y. Parking for the allowed uses on the Restricted Parcels shall be on the Property and shall not be permitted on any parts of Meyers Station Road or Grays Ford Road. Owners will seek approval from Anne Arundel County to allow Owners to post signs indicating "no parking, towing enforced" along Meyers Station Road and Grays Ford Road near the entrances of the Restricted Parcels, subject to Anne Arundel County approval and enforcement.

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

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

5. Owners agree that they will only seek extensions for any mining permits for the purpose of gaining approval for modified reclamation plans, but not for the purpose extending time for mining the Property.

6. Pursuant to the 2006 Covenant, the Turner Property was made a part of the Property and made subject to the 2006 Covenant upon its purchase by Owners. The Turner Property is included in the definition of the Property in the EXPLANATORY STATEMENT above and is subject to this Declaration.

7. Additional Consideration to Forks Residents.

In addition to the foregoing, Owners hereby agree to do or perform the following as further consideration in exchange for the Association's agreement not to oppose or obstruct Owners' governmental approvals and homes sales for the Development. Each and all of the following shall be wholly contingent upon the Association delivering to Owners this Declaration duly ratified by the Association and fully executed:

a. Owners shall enter into agreements with Verizon to pay the cost for Verizon to install high speed fiber optic service to all areas within the Forks of the Patuxent Area (such area depicted in Exhibit 1 attached hereto) that is not served by high speed internet service as of the date of execution of this Declaration (the "Verizon Agreement"). Within seven days (7) days after the Association delivers to Owners this Declaration fully ratified by the Association and executed, Owners shall deliver to Harry C. Blumenthal, Esq., as escrow and trust agent, a fully executed Verizon Agreement and certified checks made out to Verizon from a bank insured by the Federal Deposit Insurance Corporation and with operations in Anne Arundel County,

which checks in the aggregate shall be for the full amount of the funds required to perform the Verizon Agreement (collectively, the "Verizon Escrow"). Owners shall notify the above-named escrow and trust agent when this Declaration has been recorded among the Land Records of Anne Arundel County, and upon such notification, the Verizon Escrow shall be released directly to Verizon. In no event shall such release of the Verizon Escrow occur later than five (5) days after this Declaration is recorded.

b. Within seven days (7) days after the Association delivers to Owners this Declaration fully ratified by the Association and executed, Owners shall create an account with a local federally insured bank acceptable to the Association, which bank shall administer the account as an escrow and trust agent for the owners of occupied residential homes in the Forks of the Patuxent Area existing on the date of the execution of this Declaration (excluding residents of the Development). Owners shall deposit in that account the amount of Nine Hundred Thousand Dollars (\$900,000.00) to offset the cost of in-home installation and future internet and home security service for each residence (the "Services Fund"). Beginning five (5) days after this Declaration is recorded among the Land Records of Anne Arundel County, the escrow and trust agent shall be permitted to release the Services Fund for distribution evenly among the homeowners of the occupied residential homes within the Forks of the Patuxent Area who request to receive such funds, regardless whether a homeowner elects to install internet or home security service. On or before the date Owners contribute the funds to the Services Fund, the Association shall prepare a list of the number of occupied residential homes qualifying to receive a distribution from the Services Fund. For example, if the Association's list indicates there are 150 occupied residential homes, then each qualifying residence would be entitled to receive \$6,000 upon request from the Services Fund. The final per residence amount could be more or

less depending upon the number of qualified residences determined through the Association's assessment. In the event the Association fails to provide such a list before the date the funds are required to be disbursed, each qualifying residence would be entitled to receive \$6,000 upon request from the Services Fund. Homeowners shall have twenty-four (24) months after ratification and execution of this Declaration to request the above-described offset funds from the Services Fund. Any remaining funds not claimed by homeowners after 24 months will revert to a community improvement fund established by the Association for use by the Association to enhance the Forks of the Patuxent Area.

c. Within seven days (7) days after the Association delivers to Owners this Declaration fully ratified by the Association and executed, Owners shall deliver to P. Tyson Bennett, Esq., as escrow and trust agent for the Association, a certified check drawn on a federally insured bank with local operations made out to the Association in the amount of One Hundred Forty-three Thousand Five Hundred Dollars (\$143,500.00) for installation by the Association of the following identified improvements and estimated costs (the "Improvements Escrow Account"):

- i. \$5,000 for entrance pillars and/or private signage at the entrances to Grays Ford Road and Meyers Station Road
- ii. \$500 for private signage at the entrance to Bragers Road.
- iii. \$10,000 for traffic calming measures desired by the Association at the intersection of Patuxent and Bragers Roads, which may include a raised crosswalk for the WB&A Trail, rumble strips, and a flashing pedestrian sign.
- iv. \$20,000 for roadway improvements desired by the Association at 5th Avenue.

- v. \$10,000 for roadway improvements to the shoulder of Patuxent Road, prior to 5th Avenue.
- vi. \$10,000 for a digital speed limit sign with flashing lights prior to 5th Avenue.
- vii. \$3,000 for school bus signs at the address of 1182 Patuxent Road and other stops north.
- viii. \$15,000 for beautification and improvements to Conway Road from the Development's entrance to Collins Avenue.
- ix. \$15,000 for beautification measures to properties within Woodwardville and along 5th Avenue (brick mailboxes, street lamps, brick "Woodwardville" sign).
- x. \$20,000 to extend the parking lot and additional parking spaces and paving at Trinity United Methodist Church (to be discussed by the Association with church representatives).
- xi. \$35,000 for any additional improvements not identified above that are determined to be appropriate by the Association.

Owners shall notify the above-named escrow and trust agent when this Declaration has been recorded among the Land Records of Anne Arundel County, and upon such notification, the Improvements Escrow Account shall be released directly to the Association. For any of the improvements identified above, the Association shall be solely responsible for installation of the improvements, and Owners shall have no responsibility for design, approval, installation, management, or any other construction-related activity related to the improvements. For the additional unspecified improvements allowed in subsection xi above or if there are funds

remaining after completion of the designated items, the Association may identify additional projects and prioritize how remaining funds will be spent. The Association shall identify and commence diligent pursuit of all of the improvement projects through the Improvements Escrow Account within thirty-six (36) months after the date of this Declaration, and all funds must be used within sixty (60) months after the date of this Declaration. Under no circumstance may any amount of funds released from the Improvements Escrow Account be used to pursue litigation against any party to this Declaration or to the Prior Covenants. Any funds remaining in the Improvements Escrow Account sixty (60) months after the date of this Declaration shall be distributed as follows: up to the first \$10,000 of unused funds shall be split evenly between Trinity United Methodist Church (Woodwardville) and Zion Church (Wilson Town); any additional unused funds beyond the first \$10,000 shall be distributed to local Odenton/Crofton charities provided no one charity receives a donation in excess of \$5,000.

d. Upon approval from Anne Arundel County, Owners shall pay for and install street lighting from the intersection of Conway and Patuxent Roads westward along Conway Road to the Development's entrance.

e. In the locations on the Property identified in the Fence Location Areas attached hereto as Exhibit 2, and only if requested in writing by the adjacent owners of the lands identified in said Exhibit, Owners shall pay for and install a six-foot tall black vinyl chain link fence. At Owners' option, Owners may elect to install a six-foot tall wood privacy fence in lieu of any section of black vinyl chain link fence. The Two Rivers HOA will own and be responsible for the care and maintenance of any fence constructed pursuant to this paragraph.

8. General Provisions.

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

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

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

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

e. Entire Declaration and Modification. This Declaration contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. A modification or amendment of the

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

f. Scope of Declaration. All of the promises, stipulations, covenants, and agreements herein contained shall apply to, bind, and be obligatory upon the parties hereto and the successors and assigns of each as set forth herein.

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

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

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

j. Grantees. This Declaration shall be enforceable by the Association against Owners, or Owners' successors and assigns with respect to the Development, specifically including Two Rivers HOA; and specifically excluding any and all individual homeowner residents within the Development.

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

If to Two Rivers, Joint Entity, or Two Rivers HOA:

Two Rivers Associates, LLC
8120 Woodmont Avenue, Suite 300
Bethesda, MD 20814
Attn: Stephen A. Eckert

with a copy to: Seyfarth Shaw LLP
975 F Street, N.W.
Washington, D.C. 20004
Attn: Richard J. Hamilton, III, Esq.

If to Koch: Koch Investment Associates, LLC
2661 Riva Road, Bldg. 200, Suite 220
Annapolis, MD 21401
Attn: Gary W. Koch

RETURN TO

with a copy to: Blumenthal, Delavan, Powers & Palmer, P.A.
170 Jennifer Road, Suite 240

Annapolis, MD 21401
Attn: Harry C. Blumenthal, Esq.

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

with a copy to: Carney, Kelehan, Bresler, Bennett & Scherr, LLP
888 Bestgate Road, Suite 316
Annapolis, MD 21401
Attn: P. Tyson Bennett, Esq.

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

m. Recording. Owners shall cause this Declaration to be recorded among the Land Records of Anne Arundel County within fifteen (15) days from the date on which this Declaration has been executed by the last of the parties hereto and shall mail a copy of the recorder's receipt to the Association. Upon such recordation, all of the Prior Covenants between Owners and Association shall be null and void.

n. Enforcement of Declaration. This Declaration and the covenants, conditions and restrictions contained herein shall inure to the benefit of, and may be enforceable only by the Association, or a duly appointed officer by and on behalf of the Association, and may not be enforced by or assigned to any other entity, association, or individual, regardless whether such individual is a member of the Association or a resident of the Forks of the Patuxent Area.

o. Default.

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

ii. If Owners fail to pay the monetary commitments and compensation set forth in Paragraph 7 a., b. and c., above (i.e., the Verizon Trust Account, the Services Fund, and the Improvements Escrow Account) to the designated escrow and trust account agents within seven (7) days after delivery by the Association to Owners of a fully ratified and executed original of this Declaration, then Owners shall be in default of this Declaration, and the 2006 Covenant shall remain in full force and effect. To acknowledge payment of said funds, the Association shall execute the Acknowledgement of Payment of Funds certification attached hereto as Exhibit 3 (the "Acknowledgement"). The Acknowledgement shall be executed by the Association at the same time as this Declaration is executed and shall be delivered by the Association to P. Tyson Bennett to hold in escrow and be released to Owners upon confirmation that the aforesaid funds have been delivered as required by this Declaration.

p. Not an Admission Against Interest. The terms, provisions and statements herein are made for the purpose of the parties reaching mutual agreement by and through this

Declaration. Unless and until this Declaration is executed, nothing herein is intended to be or shall be deemed to constitute or be construed as an admission against any interest of a party.

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

[Signature Pages Follow]

ATTEST:

TWO RIVERS ASSOCIATES, LLC

Jill MusilBy: [Signature] (SEAL)William P. Gerald Jr., Manager

Authorized Person

STATE OF MARYLAND, COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY that on this 4th day of March, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared William P. Gerald Jr. ^{Authorized person} ~~Manager~~ of Two Rivers Associates, LLC, a Delaware limited liability company, who acknowledged the foregoing execution of this Declaration to be his act as authorized by the said limited liability company.

AS WITNESS my hand and Notarial Seal.

[Signature] (SEAL)
Notary Public

My commission expires: 9-14-16

ATTEST:

KOCH INVESTMENT ASSOCIATES, LLC

Renee HussellbaughBy: [Signature] (SEAL)
Gary W. Koch, ManagerSTATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

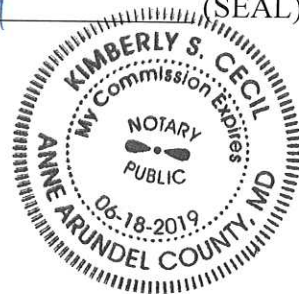
I HEREBY CERTIFY that on this 4th day of March, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Gary W. Koch, Manager of Koch Investment Associates, LLC a Maryland limited liability company, who acknowledged the foregoing execution of this Declaration to be his act as authorized by the said Corporation.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

(SEAL)

My commission expires:

June 18, 2019

ATTEST:

TWO RIVERS JOINT ENTITY, LLC

Jill Messel

By: William P. Gerald Jr (SEAL)
Manager Authorized Person

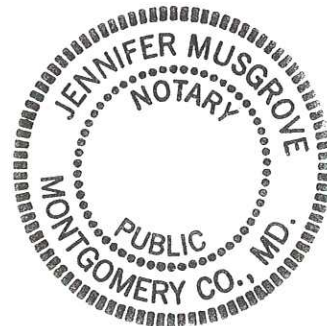
STATE OF MARYLAND, COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY that on this 4th day of March, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared William P. Gerald Jr Authorized Person Manager of Two Rivers Joint Entity, LLC, a Maryland limited liability company, who acknowledged the foregoing execution of this Declaration to be his act as authorized by the said limited liability company.

AS WITNESS my hand and Notarial Seal.

Jennifer Musgrove (SEAL)
Notary Public

My commission expires: 9-14-16



ATTEST:

TWO RIVERS MASTER ASSOCIATION, INC.

Jill Merrill

By: William P. Gerald Jr. (SEAL)
William P. Gerald Jr., President

STATE OF MARYLAND, COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY that on this 4th day of March, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared _____, President of Two Rivers Master Association, Inc., a Maryland corporation, who acknowledged the foregoing execution of this Declaration to be his act as authorized by the said corporation.

AS WITNESS my hand and Notarial Seal.

Jennifer Musgrove (SEAL)
Notary Public

My commission expires: 9-14-16



ATTEST:

FORKS OF THE PATUXENT
IMPROVEMENT ASSOCIATION, INC.P. John BennettBy: Sharlee Fleshman (SEAL)
Sharlee Fleshman, PresidentP. John BennettBy: Wendy Cozzone (SEAL)
Wendy Cozzone, Vice PresidentSTATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 7th day of March, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Sharlee Fleshman, President of Forks of the Patuxent Improvement Association, Inc., a Maryland corporation, who acknowledged the foregoing execution of this Declaration to be his/her act as authorized by the said corporation.

AS WITNESS my hand and Notarial Seal.

Jacqueline M. Agro (SEAL)
Notary Public
JACQUELINE M. AGRO
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND

My commission expires: 10/13/17

My Commission Expires 10/13/2017

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

I HEREBY CERTIFY that on this 7th day of March, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Wendy Cozzone, Vice President of Forks of the Patuxent Improvement Association, Inc., a Maryland corporation, who acknowledged the foregoing execution of this Declaration to be his/her act as authorized by the said corporation.

AS WITNESS my hand and Notarial Seal.

Jacqueline M. Agro (SEAL)
Notary Public
JACQUELINE M. AGRO
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND

My commission expires: 10/13/17

My Commission Expires 10/13/2017

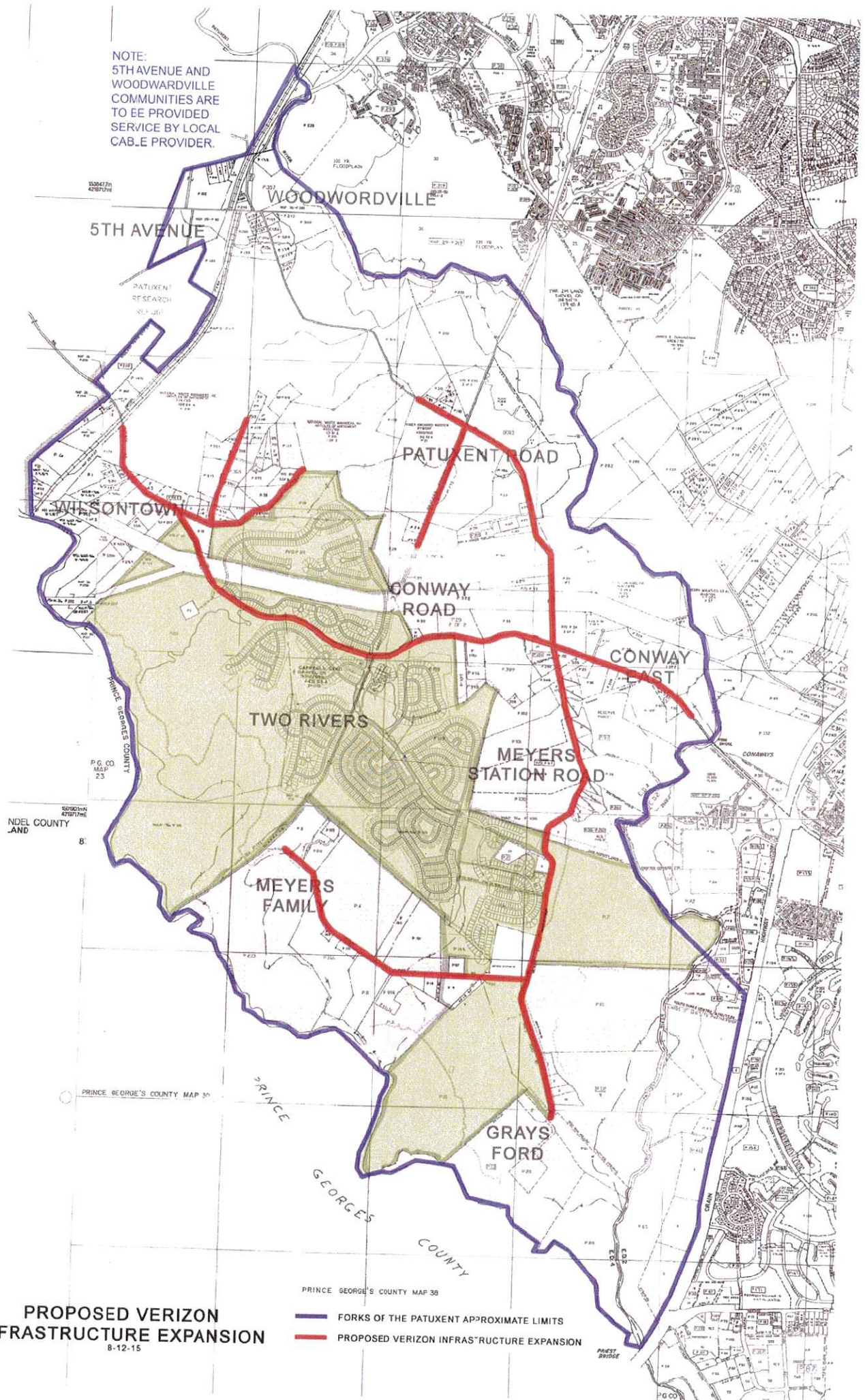
EXHIBIT 1

VERIZON INSTALLATION AREAS

[Exhibit appears on following page.]

NOTE:
5TH AVENUE AND
WOODWARDVILLE
COMMUNITIES ARE
TO BE PROVIDED
SERVICE BY LOCAL
CABLE PROVIDER.

**PROPOSED VERIZON
INFRASTRUCTURE EXPANSION**
8-12-15



PRINCE GEORGE'S COUNTY MAP 30

- FORKS OF THE PATUXENT APPROXIMATE LIMITS
- PROPOSED VERIZON INFRASTRUCTURE EXPANSION

EXHIBIT 2

FENCE LOCATION AREAS

[Exhibit appears on following page.]



EXHIBIT3

ACKNOWLEDGEMENT OF PAYMENT OF FUNDS

The Forks of the Patuxent Improvement Association, Inc., by and through its undersigned authorized representative, hereby acknowledges receipt of the monetary commitments and compensation set forth in the Amended and Restated Agreement and Declaration of Covenants, Conditions, and Restrictions dated, 2016 (the "Declaration"), by and among Two Rivers Associates, LLC, Koch Investment Associates, LLC, Two Rivers Joint Entity, LLC, Two Rivers Master Association, Inc., and Forks of the Patuxent Improvement Association, Inc. Specifically, payment by Owners (as such term is defined in the Declaration) of the aforesaid funds in the amounts and at the required times set forth in Paragraphs 7 a., b., and c., of the Declaration have been satisfied.

**FORKS OF THE PATUXENT
IMPROVEMENT ASSOCIATION, INC.**

By: Sharlee Fleshman (SEAL)
Sharlee Fleshman, President

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

I HEREBY CERTIFY that on this day of ,2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Sharlee Fleshman, President of Forks of the Patuxent Improvement Association, Inc., a Maryland corporation, who acknowledged the foregoing execution of this Acknowledgement of Payment of Funds to be her act as authorized by the said corporation.

AS WITNESS my hand and Notarial Seal.

Public My commission expires: 10/13/17

Joeline M. Agro (SEAL)
Notary
JOELINE M. AGRO
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND

Commission Expires 10/13/2017

ESCROW AND TRUST AGENT ACKNOWLEDGEMENT

P. Tyson Bennett, Esq. and Harry C. Blumenthal, Esq., as escrow and trust agents set forth in the Declaration, executes this Acknowledgement to evidence his agreement to receive, hold and disburse the escrowed funds in accordance with the terms of the Declaration.

P. Tyson Bennett
P. Tyson Bennett, Esq.

Harry C. Blumenthal
Harry C. Blumenthal, Esq.