

Gary Prestianni 8282 Mission Road, Jessup, MD 20794 / zebraterp@gmail.com

Neighborhood Committee – one of nine members negotiating with Chase Limited Partnership
Ridgely Run Community Association – founding Board member and 1st President of the Association.
(Association name comes from the name of the stream running adjacent to the community center)
Additional service: IBEW Local 24 – Press Secretary 1990-2000 / ALF-CIO Representative 1990-2000
International Association Approved Basketball Officials 1979-present / NCAA Basketball Official 1984-2000
Columbia Ski Club - Past President (3 terms), Director (2 terms)
Horseshoe Bend Homes Association – Board of Directors 2004- present

Mission Road School Site and Purchasing Agreement DRRA

Howard County agreed to purchase 80 acres of land for \$19.7 million, at market value. Then the owner of the property decided to require concessions that would exempt his company from zoning and other regulations that are required of every other developer.

Howard County backed Chase on the quarry project; in return Chase is now delaying the land sale and school construction unless special concessions are granted. After the county committed itself to the site, Chase wants to hold the land hostage for its own financial benefit. Had these conditions been revealed during the selection process an alternate site likely would have been selected. But this conniving developer waited so as to manipulate the county and citizens with a do or die scenario. Just another example of the disdain and contempt this developer has for the residents of this community and the county in general.

Chase has not lived up to promises made in 1995 to the residents of the community and now they want special exemptions for their remaining property for major new developments. They cannot be trusted.

The original Developer Commitments to the Ridgely Run Community included a 40 acre **environmental easement** of forest and stream valleys as permanent parkland, “which may include jogging paths, nature walks, etc.” The pathways and nature walks have not happened, “No Trespassing” signs have been posted. Trash dumping has occurred in the conservancy area and the Howard County Conservancy has never conducted any cleanup. To my knowledge, they have not walked the site in more than a decade, if ever.

Stream flow has fallen over the past decade as the quarry digs deeper. At the same time, a large number of trees have died and many more are dying on the easement, along the road, and on residential properties. There are several sunken areas in the woods close to the stream bed and along the county sewer right of way.

It is likely that underground water tables have been affected by the quarry, draining stream and aquifers into the pit, thus denying water to vegetation. One family’s well failed and the county extended their public water line to their home.

A **noise reduction** berm was promised but it was not extended along the eastern edge of the quarry. The developer decided to use the forested area for noise mitigation instead.

During the winter I have monitored 85 decibels of noise from the diesel engines, crushers, backup beepers and other equipment from my front lawn. During summers, noise was in the 65 -75 decibel range.

As more trees die in the conservancy, the noise level has risen in summertime. The readings vary based on wind direction, some days negligible, others unbearable.

On typical Sunday mornings, readings are 55 -62 decibels. Flights on approach to BWI register from 60 -75 decibels depending on the flight pattern. In general, overhead jets are less noisy than quarry operations.

Dust control was promised, but all my neighbors will attest to the awful black dust that accumulates on everything. We do not open windows facing Mission Road to keep that black crap out of our homes. After rainstorms our window sills have a black muck in them. The prevailing winds are from the northwest

This dust is on our vehicles, it gets into every crack or imperfection on walkways, driveways, decks, chairs, tables, or anything left outside. The quarry occasionally sends a street sweeper along Mission Road but it really is just a façade. All the dust on and around our homes is what children are breathing.

The air quality along Mission Road has never been tested or monitored. The dust issue was brought to the attention of Savage Stone several years ago but they took no action, only gave us total denial.

Does the county have a plan to deal with air quality issues around the new school?

Quarry operations, agreement lists hours as 6:00 am - 6:00 pm, excavation & filling hours 7:00 am - 6:00 pm. Equipment noises from the quarry start shortly after 5:00 each day. Backup beepers pierce the air as early as 5:00, diesel engines. The hours of operations are limited to 11 per day per the agreement but in a magazine article they state they operate 12 hours per day. Facebook posts show truck in line to be filled at 6:30 am. They operate in violation of signed agreements, and they brag about it publically. In one video, it is revealed that blasts last an average of 2.5 seconds. Chase told the community that blasts were 1 second apiece and the agreement stipulates no more than 10 seconds of blasting per month. So far, they have conducted 6 blasts in April 2019. At 2.5 seconds each, they have exceeded the time allowed in our contract by 50%.

Blast vibrations were to be monitored and complaints would be resolved. This is a lie of major proportions. Prior to the quarry opening, homes were inspected in 2005 and each received a "Pre Blast Survey Report". Inspectors walked through each home, noted and photographed cracks or relevant items for a comparison baseline in case of future complaints. The report for my house included 51 photos, 32 were cracks that they deemed important enough to note.

In 2015, when repainting, I noted 200+ cracks in the stucco exterior and on interior walls. A quarry group inspected and, according to them, all the cracks were due to normal house settling. A house built in 1948 had 32 cracks in 2005. Then, after 57 years, the house decided to resume settling, with a 700% increase in cracks over 11 years. Blasting started in 2005 but they saw no relationship. My neighbors also have noted cracks; stucco falling off exterior walls, and other issues, but the quarry denies any responsibility.

As an example of the lack of respect Chase and Savage Stone has shown, when I noted that pictures on my wall are often tilted after blasts, Colin Sumpter said, "You just don't know how to hang pictures". They deny, deflect and ignore, then insult us and still have the nerve to ask for huge concessions from the county.

Howard County must legally bind Chase to full responsibility if blasting damages the new school. The school system needs to have a system in place to warn students prior to blasts. (Chemistry class during a blast?) The county must require Chase adhere to all rules and restrictions. They have done nothing to earn exemptions; they need to be held responsible for the damage they have already incurred on the neighbors.

Traffic on US Route 1 now is worse than any time since my family moved to Mission Road in 1955. Then it was the only road from Maine to Florida, and it was a very dangerous highway. Poor sight distances, few traffic signals, with no turn lanes, shoulders or sidewalks. The stretch of road from Washington to Baltimore had a very high accident rate and was often called "death highway" or "bloody Mary".

The Howard County section had just 8 traffic signals from Whiskey Bottom Road to the Patapsco River. Fortunately, at that time most properties along US 1 were undeveloped or used as farms. Motels, diners, gas stations, junk yards, and novelty shops were a staple along the road.

In 2019, US 1 traffic volume is heavier than ever. Both I-95 and MD 295 are habitually gridlocked, often overflowing onto US 1 and US 29. The residential, industrial park and office complex construction surge along US 1 has made driving on Washington Boulevard slow and frustrating. Now, there are 24 traffic signals from Whiskey Bottom Rd. to Baltimore County but traffic on feeder roads makes the commute very congested. Many of the same issues that haunted US 1 in the 1950's still exist presently:

1. Poor sight distances remain
2. Many more feeder roads and business entrances, most without traffic signals.
3. Limited left turn lanes, little right turn deceleration lanes, not many shoulder areas.
4. The few available sidewalks are dangerously close to speeding cars and trucks.

Northbound US 1 traffic backups regularly from MD 175 past Mission Road. Many days it takes up to 4 cycles of the light to get past MD 175.

Traffic along US 1 at Guilford Road, Corridor Drive and Gorman Road intersections regularly need multiple cycles to pass through both north and south bound.

Traffic flow will not improve on US for at least a decade; it will more likely take twice the time.

- If the State of Maryland can acquire the Baltimore Washington Parkway from the federal government it will be at least 10 years before construction of additional lanes will be completed.
- Interstate 95 needs lanes added both north and southbound. Even if completed with a decade the increased out of state traffic along that route will quickly overwhelm the road.
- US Route 1 has very few options for expansion. Improvements will be extremely expensive due to the lack of space and utility realignment. The construction will cause huge traffic delays and inconveniences to commuters and commercial traffic.
- Extensions of rail mass transit systems from Washington or Baltimore are not in the works and at best would not be available until mid-century.

The entire US Route 1 corridor is woefully overwhelmed with traffic at this time and it will worsen over the next decade even without any new construction. Additional housing on roads that feed onto US 1 would amplify the problem and create gridlock on the scale of the GW Bridge in New York City. The county must move construction away from the US 1 corridor before businesses and residents leave to avoid the traffic.

ARTICLES OF INCORPORATION
FOR
RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

FIRST: The undersigned, Marilyn R. Irwin, Gerald M. Maynor, Gary P. Prestianni, Paul J. Snyder, William Exum, Mark K. Smith, Charles R. George, Thomasina Johnson and Merle S. Green, Sr., all of whose post office addresses are c/o Jonathan E. Greenstein, is 9175 Guilford Road, Suite 301, Columbia, Maryland 21046, and all being at least eighteen (18) years of age, do hereby form a nonstock Association under and by virtue of the general laws of the State of Maryland.

SECOND: The name of the Corporation (which is hereinafter called the "Association") is:

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

THIRD: The purposes for which the Association is formed are as follows:

To organize and operate a community association to provide for the acquisition, construction, management, maintenance, care and preservation of open spaces, common areas, and community facilities within all or part of a community consisting of that portion of Howard County, Maryland located within the area bounded by U.S. Route 95, U.S. Route 1, State Route 175, and "old" State Route 32 (Guilford Road) (the "Community"), and for such general purposes, the Association shall have the following powers:

(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use and benefit of Members;

(b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Association, as the same are set forth in any Declaration of Covenants, Conditions, and Restrictions recorded among the Land Records of Howard County with respect to any property now or hereafter owned by the Association, and other matters contained therein, (a "Declaration"), as such Declaration may hereafter be amended from time to time, to the extent that such Declaration, when executed and recorded as aforesaid, shall be deemed a part

dues assessed by the Association and to pay all expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges levied or imposed against the property of the Association;

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Association;

(e) To borrow or raise money for any of the purposes of the Association, and to issue bonds, debentures, notes, or other obligations of any nature and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon the approval of seventy percent (70%) of the members of the Board of Directors and a two-thirds (2/3) vote of the Members of the Association entitled to cast a vote to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Association;

(f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Association to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the Members, provided that, except as otherwise set forth in any Declaration, no such dedication or transfer shall be effective unless approved by seventy percent (70%) of the members of the Board of Directors and an instrument has been signed by Members entitled to cast two-thirds (2/3) of the votes, agreeing to such dedication, sale or transfer and said instrument has been placed among the records of the Association;

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have been approved by seventy percent (70%) of the members of the Board of Directors and authorized by the vote of two-thirds (2/3) of the Members of the Association entitled to cast a vote; and

(h) To have and to exercise any and all powers, rights and privileges which a nonstock corporation organized under the General Association Law of the State of Maryland by law may now or hereafter have or exercise.

FOURTH: The post office address of the principal office of the Association in this State is 8701 Fairhaven Place, Jessup, Maryland 20794 in Howard County. The name and post office address of the resident agent of the Association in this State is Paul Snyder, 8701 Fairhaven Place, Jessup, Maryland 20794. Said

resident agent is a resident of the State of Maryland.

FIFTH: (a) The Association is not authorized to issue any capital stock. Every Owner, by reason of such ownership, and every Resident, for so long as he is a Resident within the hereinafter defined meaning of the term, shall be entitled to become a Member of the Association. In addition, the Association may provide for the admission of residents of neighborhoods outside of the Community, or other members of the general public, as Members of the Association, subject to such rules and regulations, restrictions as to use and enjoyment of the common areas or community facilities of the Association, and dues or admission charges, adopted by the Board. Membership shall not be mandatory, but only upon the voluntary choice of each Owner, Resident or other qualifying person to apply for membership. Each Owner, Resident or other qualifying person may apply to the Association for membership, and upon acceptance of same by the Board, shall be a Member in good standing, subject to the requirements and provisions of these Articles of Incorporation and the By-Laws of the Association, and such rules and regulations promulgated by the Board regarding membership, including but not limited to payment of any fees and dues, compliance with these Articles, the By-Laws, and rules and regulations of the Association, and other requirements of membership required by the Association. All rights and privileges of membership shall cease when the Member ceases to qualify for membership.

(b) Each Member in good standing who is an Owner or a Resident, is at least eighteen (18) years of age, and has been a Member in good standing for at least one (1) year immediately prior to such vote, shall be entitled to one (1) vote on all matters relating to the Association so long as the Member continues to fulfill such requirements; provided, however, that this one-year membership requirement shall not apply during the first year that the Association has Members, and further provided that the Board of Directors shall have the right, by a vote of two-thirds (2/3) of all of the members of the Board of Directors, to alter or remove this requirement of membership for one year in order to vote.

(c) "Residence" shall mean and refer to each and every lot or parcel of land, located within the Community and improved by, and actually occupied for the purpose of, a personal residence. A "Residence" shall not include improvements used for temporary residential purposes or operated and occupied primarily for transient occupancy or other residential use of duration of thirty (30) days or less.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to, or a leasehold estate of ninety-nine (99) years or more in, any Residence, or any undivided, common or joint interests therein if such Residence is owned by more than one person or

entity, including contract sellers, whether or not such person or entity actually resides on any part of such Residence, but excluding those having such interests merely as security for the performance of an obligation. "Owner" shall not include any record owner or holder of a reversionary interest in all or a portion of a Residence under a lease with a term of ninety-nine (99) years or more, unless and until such reversionary interest shall mature or vest.

(e) "Resident" shall mean and refer to each Owner or tenant actually residing in a Residence, and members of the immediate family of each such Owner or tenant actually living in the same household with such Owner or tenant. Subject to such rules and regulations as the Association may hereafter specify, including the imposition of special fees for use if the Association shall so direct, the term "Resident" shall also include the employees, guests or invitees of any such Owner or tenant if the Board of Directors, in its absolute discretion, by resolution so directs.

SIXTH: (a) The number of directors of the Association shall be nine (9). The number and composition of the Board of Directors may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than the lesser of (i) three (3) or (ii) the number of Members. It is anticipated that the Association and Chase Limited Partnership, a Maryland limited partnership (or its nominee, successors or assigns), may enter into an agreement providing, inter alia, that a certain number of directors (not to exceed three [3]) shall be appointed by Chase Limited Partnership (or its nominee, successors or assigns), instead of being elected by the Members. In the event such agreement is entered into, then Chase Limited Partnership (or its nominee, successors or assigns) shall automatically and immediately become entitled to appoint such number of directors as set forth in such agreement, the Board of Directors shall designate directors to either resign or be removed from the Board to allow such appointment of directors by Chase Limited Partnership (or its nominee, successors or assigns) (which resignations or removals from office shall be effective immediately), Chase Limited Partnership (or its nominee, successors or assigns) shall appoint its allocated number of directors to serve the remaining terms of such resigned or removed directors, and Chase Limited Partnership (or its nominee, successors or assigns) shall thereafter continue to appoint its allocated number of directors pursuant to the provisions of such agreement.

(b) Beginning at the first annual meeting of the Members, those directors who are elected by the Members (or all of the directors so long as an agreement with Chase Limited Partnership [or its nominee, successors or assigns] is not in effect) shall be divided into two (2) Classes, as nearly equal in number as possible, with respect to the time for which they shall

severally hold office. Directors of the First Class first chosen at the first annual meeting shall hold office for one (1) year or until the first annual meeting of the Members following their election, and directors of the Second Class first chosen at the first annual meeting shall hold office for two (2) years or until the second annual meeting of the Members following their election; and, in each case, until their successors to the Class of directors whose term shall expire at that time shall be elected, and each succeeding director (including a director re-elected after his initial term of office) shall hold office for a term of two (2) years, so that the term of office of one Class of directors shall expire in each year. Each director elected shall hold office until his successor shall be elected and shall qualify.

(c) The names of the directors who shall act until the first annual meeting of the Members or until their successors are duly chosen and qualified are:

Marilyn R. Irwin, Gerald M. Maynor, Gary P. Prestianni, Paul J. Snyder, William Exum, Mark K. Smith, Charles R. George, Thomasina Johnson and Merle S. Green, Sr.

SEVENTH: Amendment of these Articles of Incorporation shall require the assent of seventy percent (70%) of all of the members of the Board of Directors and seventy-five percent (75%) of the votes of all of the Members entitled to be cast thereon, provided that no amendment shall be effective to impair or eliminate the right of Chase Limited Partnership (or its nominee, successors or assigns) to appoint directors, as provided in Article SIXTH, without the written consent of Chase Limited Partnership (or its nominee, successors or assigns).

EIGHTH: The duration of the Association shall be perpetual. The Association, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution is authorized, in writing, upon the vote of not less than seventy percent (70%) of the members of the Board of Directors and two thirds (2/3) of the Members of the Association entitled to cast a vote. Upon any dissolution of the Association, after discharge of all corporate liabilities, and subject to any right of reversion contained in any Declaration or otherwise, the Board of Directors shall dispose of all assets of the Association by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Association was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit

corporation, association, trust, semi-public agency or other organization as the Board of Directors may determine to be used in furthering, facilitating or effectuating purposes similar to those for which the Association was formed.

IN WITNESS THEREOF, we have signed these Articles of Incorporation this 8TH day of APRIL, 1994, and we acknowledge the same to be our act.

WITNESS:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Marilyn R. Inwin
Herald M. Maignor
Gary P. Bushman
Paul J. Snyder
William E. [Signature]
Mark K. Smith
Charles R. Spurge
Thomasina Johnson
Merle S. Green Sr.

AGREEMENT

THIS AGREEMENT is entered into by and between CHASE LIMITED PARTNERSHIP, a Maryland limited partnership (the "Developer") and RIDGELYS RUN COMMUNITY ASSOCIATION, INC., a Maryland nonstock corporation (the "Association").

WHEREAS, the Developer is owner of certain real property located in Howard County, Maryland, containing 550 acres, more or less, as more specifically outlined on Exhibit A hereto (the "Property"); and

WHEREAS, the Developer proposes to operate a portion of the Property as a project for the digging, mining, processing and distribution of rock, aggregate, sand, gravel and related products (the "Project"); and

WHEREAS, the Developer has agreed to cooperate with the community surrounding the Project regarding operation of the Project, which community consists of that portion of Howard County, Maryland located within the area bounded by U.S. Route 95, U.S. Route 1, State Route 175, and "Old" State Route 32 (Guilford Road) and known as the Ridgelys Run Community (the "Community"); and

WHEREAS, the Association has been formed in order to hold, maintain and operate certain public facilities and common areas for the benefit of the residents of the Community, to review compliance by the Developer with its commitments, and to act as the spokesman on behalf of the Community in dealing with the Developer; and

WHEREAS, the Developer intends to transfer a portion of the Property described in Exhibit B Item (2) of the hereinafter referred to Declaration to the Association, to be held and operated for the benefit of the Community (the "Community Facility Land"); and

WHEREAS, it is intended that a Declaration of Covenants, Conditions and Easements, in substantially the form and content of Exhibit C hereto (the "Declaration"), be recorded among the Land Records of Howard County to establish the covenants relating to, *inter alia*, management of Community Facility Land, covenants of the Developer with respect to operation of the Project and relations with the Community and Association, and membership dues and donations by the Developer; and

WHEREAS, it is agreed that upon execution of this Agreement the Developer will be entitled to appoint three (3) members of the Board of Directors of the Association, in accordance with Article Sixth of the Articles of Incorporation of the Association.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto, intending to be bound hereby, agree as follows:

1. The recitals stated above are incorporated herein and made a part of this Agreement.
2. The Developer and the Association will execute the Declaration and cause it to be recorded among the Land Records of Howard County, Maryland at the Developer's cost.
3. In accordance with the Declaration and at the time set forth therein, the Developer will execute the Deed conveying the Community Facility Land to the Association, at no cost to the Association.
4. The Association agrees to support and cooperate with the Developer in such zoning and other applications for approvals, permits, special exceptions and decisions which Developer may apply for or require in connection with the Project.
5. Effective immediately upon execution of this Agreement, three (3) vacancies shall be created on the Board of Directors of the Association, and the Developer shall be entitled thereafter to appoint directors to fill those vacancies, and to continue to appoint successors of said directors, in accordance with Article Sixth of the Articles of Incorporation of the Association. It is understood and agreed that if the number of directors of the Association changes, the number of directors appointed by the Developer shall likewise be changed so that at all times the number of Developer-appointed directors shall equal one-third (1/3) of the total number of directors of the Association (rounded up to the nearest whole number).
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. The terms and conditions contained herein shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto. If any term or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
7. This Agreement may be amended by an amendment executed by the Developer and not less than a majority of the Board of Directors of the Association.
8. There shall be no third party beneficiaries of this Agreement.

9. This Agreement may be signed in counterparts, all of which together shall constitute this Agreement for all purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS/ATTEST:

CHASE LIMITED PARTNERSHIP

By: _____
General Partner

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

By: *Jay Prestianni* 11-30-95
President

By: _____
Marilyn Irwin

By: *Jay Prestianni* 11-30-95
Jay Prestianni

By: _____
Bill Exum

By: _____
Charles George

By: _____
Mark Smith

By: _____
Thomasina Johnson

By: _____
Merle S. Green, Sr.

9. This Agreement may be signed in counterparts, all of which together shall constitute this Agreement for all purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS/ATTEST:

CHASE LIMITED PARTNERSHIP

By: _____
General Partner

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

By: _____
President

By: _____
Marilyn Irwin

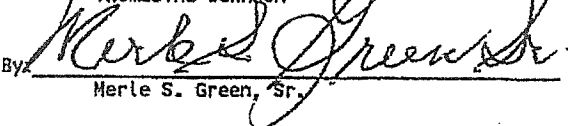
By: _____
Gary Prestianni

By: _____
Bill Exum

By: _____
Charles George

By: _____
Mark Smith

By: _____
Thomasina Johnson

By: 
Merle S. Green, Sr.

9. This Agreement may be signed in counterparts, all of which together shall constitute this Agreement for all purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS/ATTEST:

CHASE LIMITED PARTNERSHIP

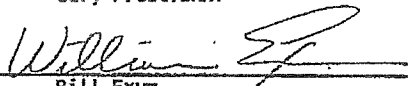
By: _____
General Partner

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

By: _____
President

By: _____
Marilyn Irwin

By: _____
Gary Prestianni

By:  _____
Bill Exum

By: _____
Charles George

By: _____
Mark Smith

By: _____
Thomasina Johnson

By: _____
Merle S. Green, Sr.

**DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS
RIDGELYS RUN COMMUNITY**

This Declaration of Covenants, Conditions and Easements made this ____ day of _____, 199__, by CHASE LIMITED PARTNERSHIP, a Maryland limited partnership (the "Developer") and RIDGELYS RUN COMMUNITY ASSOCIATION, INC., a Maryland nonstock corporation (the "Association") (the Developer and the Association are sometimes hereinafter referred to collectively as the "Declarants" or individually as a "Declarant").

WITNESSETH:

WHEREAS, the Developer has heretofore acquired the fee simple interest in certain real property located in Howard County, Maryland, and more specifically outlined on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Developer proposes to operate a portion of the Property as a project for the digging, mining, processing and distribution of rock, aggregate, sand, gravel and related products (the "Project"); and

WHEREAS, the Developer has agreed to reserve certain portions of the Property for the benefit of the residential properties located in the community surrounding the Project, which community shall be defined as that portion of Howard County, Maryland located within the area bounded by U.S. Route 95, U.S. Route 1, State Route 175, and "old" State Route 32 (Guilford Road), also known as the Ridgelys Run Community (the "Community"); and

WHEREAS, a portion of the Property (the "Community Facility Land") is to be reserved for the benefit of the Community, to be held, maintained and operated as community or public common area, including but not limited to a community center and other community-related uses ("Community Facilities"); and

WHEREAS, it is intended that the Community Facility Land shall be held by a separate community association, the Ridgelys Run Community Association, Inc. (the "Association") which is to hold, maintain, and operate the Community Facility Land pursuant to the provisions of this Declaration; and

WHEREAS, the Association desires to join with the Developer in establishing the covenants contained herein.

NOW, THEREFORE, the Declarants hereby do agree and declare that the Community Facility Land, as hereinafter defined, shall be held, maintained, and operated pursuant and subject to these Covenants, all of which are for the purpose of benefiting Residents (as hereinafter defined) in the Community and other Members (as hereinafter defined) of the Association, and that the Covenants, Conditions and Easements contained herein shall run with the land and shall be binding upon and shall inure to the benefit of each Member, the Developer, and the Association.

ARTICLE I

Definitions

Section 1. "Community" shall mean and refer to that portion of Howard County, Maryland located within the area bounded by U.S. Route 95, U.S. Route 1, State Route 175, and "old" State Route 32 (Guilford Road), also known as the Ridgelys Run Community.

Section 2. "Property" shall mean and refer to the real property described in Exhibit A attached hereto and made a part hereof.

Section 3. "Residence" shall mean and refer to each and every lot, parcel of land or condominium or apartment unit, located within the Community and improved by, and actually occupied for the purpose of, a personal residence. A "Residence" shall not include improvements used for temporary residential purposes or operated and occupied primarily for transient occupancy or other residential use of duration of thirty (30) days or less.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to, or a leasehold estate of ninety-nine (99) years or more in, any Residence, or any undivided, common or joint interests therein if such Residence is owned by more than one person or entity, including contract sellers, whether or not such person or entity actually resides on any part of such Residence, but excluding those having such interests merely as security for the performance of an obligation. "Owner" shall not include any record owner or holder of a reversionary interest in all or a portion of a Residence under a lease with a term of ninety-nine (99) years or more, unless and until such reversionary interest shall mature or vest.

Section 5. "Resident" shall mean and refer to each person actually residing in a Residence, and members of the immediate family of each such person actually living in the same household with such person. Subject to such rules and regulations as the Association may hereafter specify, including the imposition of special fees

for use if the Association shall so direct, the term "Resident" shall also include the employees, guests or invitees of any such person if the Board, in its absolute discretion, by resolution so directs.

Section 6. "Member" shall mean and refer to all of those persons or entities who hold membership in the Association as provided in Article IV, Section 1 hereof.

Section 7. "Association" shall mean and refer to the Ridgelys Run Community Association, Inc., its successors and assigns, as formed pursuant to Articles of Incorporation filed with the State Department of Assessments and Taxation of Maryland.

Section 8. "Board" shall mean and refer to the Board of Directors of the Association.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Easements, as the same may from time to time be supplemented or amended in the manner provided in Article VIII hereof.

Section 10. "Developer" shall mean and refer to Chase Limited Partnership, its nominees, successors and assigns.

Section 11. "Community Facility Land" shall mean and refer to that portion of the Property identified on Exhibit B hereto, which the Developer shall set aside and transfer to the Association for the common use and enjoyment of the Members of the Association for so long as the Association may be the owner thereof, all of which shall be deeded to the Association.

Section 12. "Community Facilities" shall mean and refer to the Community Facility Land and all those facilities located on the Community Facility Land, including but not limited to recreational facilities, parks, open areas, meeting rooms, community centers, gardens and landscaping, benches, shelters, playgrounds, basketball court, tennis courts, baseball fields, and other facilities and services which the Board shall find to be necessary, desirable or beneficial to the interests of the Community, the Association, or the Members.

ARTICLE II

Rights of Enjoyment in Community Facilities

Section 1. Designation of Community Facilities. It is intended that the Developer will convey to the Association by a fee simple deed, subsequent to the recordation of this Declaration, a certain tract or tracts of land (the "Community Facility Land") within the Property, for recreational, open space, community, and park purposes. Said tract(s) is identified on Exhibit B hereto. Upon grant by the Developer of any part of the Property as Community Facility Land, as herein provided, the Board shall cause a Declaration to be executed and recorded among the Land Records of Howard County, Maryland, which Declaration shall include a description of the land so designated and shall state that such land has been designated as the Community Facility Land for purposes of this Section 1. No portion of the Property shall be a Community Facility Land subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described Declaration filed in accordance with the procedures provided herein.

Section 2. Member's Rights of Enjoyment. Every Member, by reason of such Membership, shall have a right and easement of enjoyment in and to all Community Facility Land. All such rights, easements, and privileges, however, shall be subject to the right of the Association to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facility Land which shall enhance the preservation of such Community Facility Land, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Members, including the making available of the Community Facility Land to the general public, with or without charge. The Association shall have the right to charge Members reasonable admission and other fees in connection with the use of any Community Facilities. The Association shall have the right to borrow money for the purpose of improving any Community Facilities and in aid thereof, to mortgage the same.

Section 3. Suspension of Member's Rights. The Association shall have the right to suspend the right of any Member for any period during which the dues charged under Article V hereof remains overdue and unpaid, or in connection with the enforcement of any rules and regulations relating to such Member's use of any Community Facility Land or Community Facilities in accordance with the provisions of this Article II.

Section 4. Association's Right to Convey. Notwithstanding the rights, easements, and privileges granted under this Article II, the Association shall nevertheless have the right and power, with the written consent of the Developer, to convey any property referred to in Section 1 hereof free and clear of all such rights, easements, and privileges if such conveyance is to a public body for public use.

Section 5. Effective Date. The provisions of Section 1 of this Article II shall not be operative, and the Developer shall have no obligation to convey the Community Facility Land, prior to the date that all of the events set forth in Subsections (1), (2) and (3) of Section 4 of Article VII below have occurred.

ARTICLE III

Easements

Section 1. Reservation by Developer. The Developer hereby reserves unto itself, its successors and assigns, a right and easement to enter upon any part of the Community Facility Land and Community Facilities for any and all purposes reasonably related to the operation of the Project, or for the construction of improvements, streets, roadways, and utilities upon the Property adjoining any Community Facility Land.

Section 2. Utility Easements. The Developer hereby reserves by and for the Developer and for the benefit of any and all Residences and other structures or improvements constructed or to be constructed on the Property, the right and easement to grant to any unit of government or any utility company providing any utilities to the Property, having appropriate authority and jurisdiction, a right and easement for utility locations and of ingress and egress to all facilities or structures, housing or used in connection with such utilities, together with a right to view (including the reading of any meters), construct, maintain, repair, and replace such facilities or structures, provided, however, that as to the Community Facility Land this shall not include overhead power lines, and provided, further, that any such utilities located on the Community Facility Land shall not materially adversely effect the use of such Community Facility Land. Any damage to the Property resulting from the exercise of the aforesaid easements shall be repaired by the party causing same. If acceptable to the respective utility companies, all rights-of-way or easements executed and granted to utility companies, shall contain provisions for the utility company to substantially restore land to its condition before it was disturbed by the utility company and to be responsible for damages arising from the exercise of the easement or right-of-way.

ARTICLE IV

Membership and Voting Rights

Section 1. Membership. Every Owner, by reason of such ownership, and every Resident, for so long as he is a Resident within the previously defined meaning of the term, is at least eighteen (18) years of age, shall be entitled to become a Member of the Association. In addition, the Association may provide for the admission of residents of neighborhoods outside of the Community, or other members of the general public, as Members of the Association, subject to such rules and regulations, restrictions as to use and enjoyment of the Community Facility Land or Community Facilities, and dues or admission charges, adopted by the Board. Membership shall not be mandatory, but only upon the voluntary choice of each Owner, Resident or other qualifying person to apply for membership. Each Owner, Resident or other qualifying person may apply to the Association for membership, and upon acceptance of same by the Board, shall be a Member in good standing, subject to the requirements and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and such rules and regulations promulgated by the Board regarding membership, including but not limited to payment of any fees and dues, compliance with this Declaration, the By-Laws, and rules and regulations of the Association, and other requirements of membership required by the Association. All rights and privileges of membership shall cease when the Member ceases to qualify for membership.

Section 2. Voting Rights. Each Member in good standing who is an Owner or a Resident, is at least eighteen (18) years of age, and has been a Member in good standing for at least one (1) year immediately prior to such vote, shall be entitled to one (1) vote on all matters relating to the Association so long as the Member continues to fulfill such requirements. No person or entity shall have more than one (1) vote.

ARTICLE V

Association Funds

Section 1. Source of Funds. It is anticipated that the Association will obtain the funds required for both capital construction and improvements and general operations from two sources, (a) annual membership dues from Members of the Association, and (b) annual donations from the Developer, as provided in Article VII hereof. In addition, the Association may charge admission or other user fees for use of particular Community Facilities.

Section 2. Member Dues. The Board shall in each year charge all Members of the Association membership dues. It is intended that the membership dues be of a nominal amount paid by each Member to signify that he is a Member of the Association, and to be applied toward the Association's operating expenses, and not to be the primary or a significant source of funds needed to defray operating or capital improvement expenses. The membership dues shall be charged uniformly to each Member. The initial membership dues shall be Five Dollars (\$5.00) per year.

ARTICLE VI

Use of Funds

Section 1. Application of Funds. The Association shall apply all funds received by it from dues, and all other funds and property received by it from any source, to the costs and expenses of the Association, and for the benefit of the Community Facility Land, Community Facilities, and Members by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation and subsidizing of such Community Facility Land and Community Facilities, and other services for the benefit of Members, as the Board, in its discretion, may from time to time establish or designate.

Section 2. Surplus. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year by way of dues or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of dues in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 3. Borrowing Funds. In order to further its purposes hereunder, or to construct or maintain Community Facilities, or to further the operation of the Association and its services to the Members, the Association may, in the absolute discretion of the Board upon the approval of seventy percent (70%) of the members of the Board and a two-thirds (2/3) vote of Members entitled to cast a vote, borrow funds for that purpose and mortgage, pledge, hypothecate, or otherwise encumber the properties of the Association, including any Community Facility Land or Community Facilities, to secure repayment of such borrowings, upon such terms and conditions as the Board, in its absolute discretion, shall deem necessary or appropriate.

ARTICLE VII

Developer Commitments and Donations

Section 1. Developer Commitments. The Developer agrees to be bound by the "Developer Commitments" contained in Exhibit B hereto, which are hereby made a part of the Covenants, Conditions and Easements hereof.

Section 2. Developer Donation. The Developer donation shall be an annual charge during the period of active operation of the Project and production of marketable stone product, subject to the provisions of Section 11 of Exhibit B hereto. The Developer donation shall be payable by the Developer to the Association, at a rate of Five Cents (\$0.05) per ton of marketable stone product shipped from the Project operation per year, subject to a guaranteed minimum amount of Fifty Thousand Dollars (\$50,000.00) per year. The guaranteed amount shall be paid in quarter annual installments of Twelve Thousand Five Hundred Dollars (\$12,500.00) each, with any additional amounts that may be payable based upon the tonnage shipped to be paid by March 1 of each year for the prior year's operation.

Section 3. Reserve Fund. The Board shall establish and maintain a reserve fund for "Replacements and Capital Improvements" by the allocation and payment quarterly to such reserve fund of an amount to be designated, from time to time, by the Board. Such amount shall not be less than ten percent (10%) of the Donation in Section 2 of this Article. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board, be invested in the obligations of, or fully guaranteed as to principal, by, the United States of America, states, municipalities, or counties thereof. The reserve for Replacements and Capital Improvements may be expended only for the Community Facilities or the addition of Capital Improvements to those Community Facilities. The Board may, in its sole discretion, reduce the amount of the allocation to the reserve fund if and when such fund equals fifty percent (50%) of the full Replacement Value of the Community Facilities as determined at least annually for insurance purposes by the Board."

Section 4. Effective Date. This Article VII shall not be operative, and the obligation of the Developer to perform any of the "Developer Commitments" contained in Section 1 of the Article VII, or to make any donation to the Association pursuant to Section 2 of this Article VII, shall not be effective, prior to the date that all of the following has occurred:

- (1) the Developer receives final, unappealable approval by special exception from the Board of Appeals of Howard County for the operation of the Project,
- (2) final, unappealable approvals have been received by the Developer for all permits and approvals, and from all other government agencies, required or necessary for operation of the Project, and
- (3) the Project actually begins regular stone product processing operations. For the purposes hereof, stone product shall include sand, gravel or stone which may be sold as a commercially viable processed aggregate material.

Section 5. Termination. The obligation of the Developer to make donations to the Association shall terminate upon cessation of stone product processing activities of the Project and will not continue during reclamation of the property.

ARTICLE VIII

Reversion of Community Facility Land or Community Facilities to Declarant

In the event the Association terminates or dissolves, then all property owned by the Association which was originally part of the Property, including any Community Facility Land or Community Facilities (but not including any personal property of the Association), shall automatically revert to the Developer, its successors and assigns, subject to any limitations established by law. In the event the Association decides to cease operating or maintaining the Community Facilities or Community Facility Land, the Association shall convey the Community Facility Land and all improvements thereon to the Developer, its successors and assigns, by a Deed, in the same title condition as when it was deeded by the Developer to the Association. All such reversion or reconveyance shall be accomplished promptly at no charge to the Developer, except for all costs of recordation and transfer, transfer taxes and documentary stamps, and all other customary closing costs, all of which shall be paid by the Developer. Upon such reversion or reconveyance, all Community Facility Land and Community Facilities which revert or are conveyed to the Developer shall cease to have such status.

ARTICLE IX

General Provisions

Section 1. Duration and Amendment. The Covenants of this Declaration shall run with and bind the land, and shall inure to the benefit of and be binding upon the Developer, the Association, and any Member in good standing of the Association, their respective legal representatives, heirs, successors, and assigns, until December 31, 2019 (the "Initial Period"), after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless modified or terminated in the manner provided herein. This Declaration may be amended by an instrument executed by not less than a majority of the members of the Board, which amendment shall be recorded among the Land Records of Howard County, Maryland, however, no such amendment shall effect the rights or obligations of the Developer, without its written consent.

Section 2. Enforcement. The Association and the Developer, and their respective successors and assigns, but not the individual Members, shall have the right to enforce, by any proceeding at law or equity, all restriction, terms, agreements, requirements, easements, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or the Developer to enforce any covenant contained herein shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

Section 3. Severability. Invalidation of any one of these provisions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Remedies. Damages shall be deemed not to be adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other relief available at law or in equity.

Section 5. Effect of Headings. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 6. Gender and Number. Terminology herein relating to gender and number is employed for convenient expression and not for purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine or feminine gender shall be taken to include all genders.

Section 7. Perpetuities. If the rule against perpetuities or any other rules of law would invalidate any portion hereof or would limit the time during which any portion hereof shall be effective due to the potential failure of any interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty-one (21) years after the death of the last survivor of the members of the Senate of the United States of America representing the State of Maryland who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

Section 8. Litigation Costs. In the event of any litigation in connection with the enforcement of the terms of this Declaration, the prevailing party in such litigation shall be entitled to recover its reasonable attorney's fees in connection with the litigation.

IN WITNESS WHEREOF, Declarants have caused these presents to be properly executed by their duly authorized officer on that day and year first above written.

CHASE LIMITED PARTNERSHIP

By: _____ [SEAL]
General Partner

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

By: _____ [SEAL]
President

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, That on this ____ day of _____, 19____, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared _____, who acknowledged himself to be a General Partner of CHASE LIMITED PARTNERSHIP, a Maryland limited partnership, and that he as such General Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing, in my presence, the name of said partnership by himself as a General Partner.

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

Notary Public

My Commission expires: _____

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:

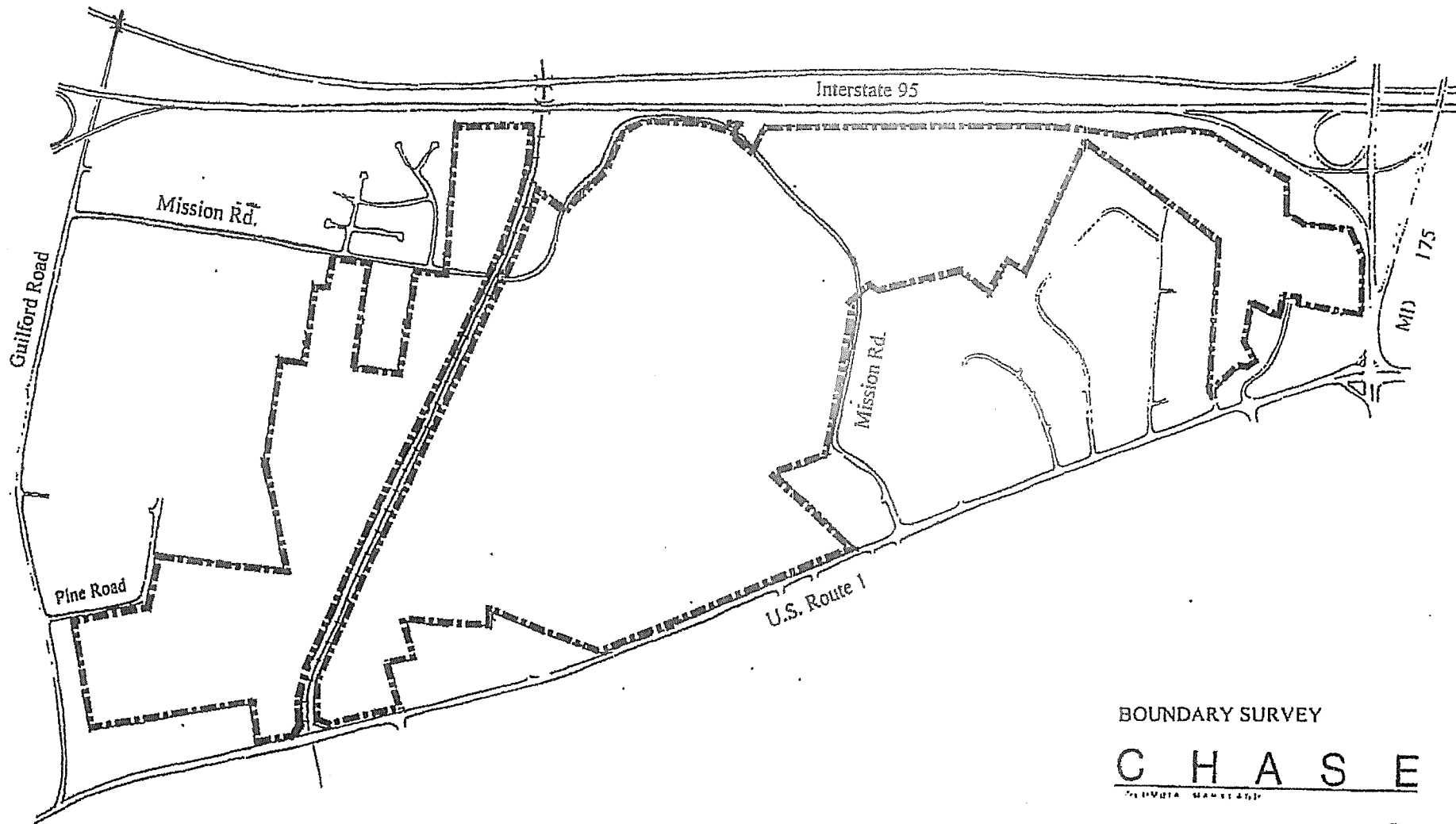
I HEREBY CERTIFY, That on this ____ day of _____, 19____, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared _____, who acknowledged himself to be the President of RIDGELYS RUN COMMUNITY ASSOCIATION, INC., a Maryland nonstock corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing, in my presence, the name of said corporation by himself as such President.

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

Notary Public

My Commission expires: _____

EXHIBIT A



BOUNDARY SURVEY

C H A S E
SURVEYING & ENGINEERING



EXHIBIT B

TO THE DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS

RIDGELYS RUN COMMUNITY

DEVELOPER COMMITMENTS

THE FOLLOWING ITEMS HAVE BEEN AGREED
UPON BY THE DEVELOPER

(Some terms used herein are defined or referred to in the Declaration of Covenants, Conditions and Easements ("Declaration") to which this is Exhibit B)

- (1) Prior to commencement of quarry operations, an environmental easement deed will be granted to the Howard County Conservancy and/or Maryland Environmental Trust for approximately 40 acres of standing forest and stream valleys as permanent parkland. The exact area will be determined by Developer but will generally be as identified on Exhibit 1 hereto as "40 Acre Environmental Preserve".
 - (a) The conservancy area may include jogging paths, nature walks, etc. The Developer and the Association will work together to insure community participation in designation of uses in the areas to be conveyed to the Conservancy or Environmental Trust.
 - (b) The Developer will provide, in the Deed of Easement documents, that any necessary widening of Mission Road by Howard County in that area in the future may occur on the conservancy area.
- (2) Approximately 7 acres on Mission Road will be donated in fee simple by the Developer to the Association prior to commencement of quarry operations on the Property, for use as a Community Center. The location of the seven (7) acres will be at either Site A or Site B as shown on Exhibit 2 hereto, as selected by the Association or, on another seven (7) acre site located within the areas encompassing Sites A, B and C on Exhibit 2 hereto, (and selected by the Association with the consent of Developer, such consent not to be unreasonably withheld), provided, however, that the location of such site shall not include nor interfere with the future 80 foot wide roadway and access area shown cross-hatched on Exhibit 2, or as same may be reasonably extended or relocated by the Developer.
 - (a) The Developer will construct, at its own expense, on the 7 acres, (i) a community center building ("Building") of approximately 5,000 square feet plus parking, (ii) an exterior all-purpose (basketball) court, (iii) two (2) tennis courts with nets and fencing, and (iv) grading for multi-purpose field to accommodate an adult softball diamond and provide a Little League baseball backstop. Construction will begin prior to commencement of quarry operations, and Developer will diligently pursue completion of that construction.
 - (b) The Community Center Building will be substantially in the design set forth on Exhibits 3A and 3B hereto, or such other design as selected by the Association which will produce a Community Center Building which costs an amount equivalent to the building shown on Exhibits 3A and 3B. If the Association changes or selects a building of another design, any additional costs, in the aggregate, over those necessary for the building on Exhibits 3A and 3B shall be paid by the Association.
 - (c) In the event that the Association selects Site B for the location of the Community Center, in addition to any extra costs for which it may be responsible for design changes under (b) above, the Association shall pay for any additional site work (which shall include any necessary bridges) in excess of those costs required to develop Site A on Exhibit 2, such payment to be paid out of any donations payable to the Association under Article VII of the Declaration.
 - (d) During the course of construction of the Building, the Developer shall also grade a swimming pool site near the Building and extend and stub-out plumbing for a swimming pool that may be constructed in the future by the Association.
 - (e) The Developer will grade and seed the area next to the building, as identified on Exhibit 3A hereto.
 - (f) The Association will manage the Community Center and allocate the developer donation as it sees fit.
 - (g) The Developer will not utilize the Community Center to satisfy open space or community recreation space requirements that may apply to any development of the balance of the Developer's Property, without the consent of the Association.
- (3) Quarry operations must meet all Federal, State and County requirements. The following shall apply to Quarry operations on the Property.
 - (a) The Developer must obtain approval for the quarry development program and a rehabilitation plan from the Howard County Board of Appeals.

- (b) The rehabilitation plan will provide for a public lake of approximately 100 acres and will include a tapering of depths into the lake edge, and a buffer area around the lake. Upon completion of quarry operations, an environmental easement for the lake will be donated by Deed of Easement to the Howard County Conservancy and/or the Maryland Environmental Trust. The easement area to be donated will be determined by Developer but will generally be as shown on Exhibit 1 hereto as the "Lake".
 - (c) All vehicular access to the quarry operations will be restricted to Route 1. There will be no access, except for emergency vehicles, from the quarry operations to Mission Road.
 - (d) The Developer will request the County to post "no truck" signs on Mission Road, and will request the State to improve signalization of U.S. 1.
 - (e) The Developer will provide both acceleration and deceleration lanes on U.S. 1 in front of the site.
 - (f) The Developer will warrant that existing wells will not be effected by quarry operations. Tests will be done prior to development and subsequent well monitoring will occur with a sampling program by an independent environmental consultant. Developer will be responsible for correcting or substituting any water supplies effected by the quarry operation.
 - (g) The project must meet governmental noise control standards. The developer will construct a noise reduction berm and retain some existing forested areas.
 - (h) Blasting will occur less than 10 seconds per month and will be under strict supervision and reporting.
 - (i) Dust control, which is subject to strict governmental air quality standards, will be accomplished through wetting and misting.
 - (j) Hours of quarry operation will not exceed 11 hours per day within 6:00 a.m. and 6:00 p.m. and shall comply with the following Special Exception provisions of the Howard County Zoning Regulations: Operation hours for excavation processing and filling operations shall be restricted to between 7:00 a.m. and 6:00 p.m. No blasting shall be permitted between the hours of 6:00 p.m. and 7:30 a.m. No operation shall be permitted on Sundays except for repairs to equipment. Only sales and deliveries may be permitted on Saturdays.
 - (k) The Developer will meet with Ridgelys Run Community Association Board of Directors to review any requested changes in operating hours to accommodate community needs.
 - (l) The Developer will at all times carry \$5,000,000.00 liability insurance plus the state required reclamation bond.
 - (m) Protocols will be established to determine any vibration effects on nearby homes, prior to commencement of quarry operation.
 - (n) The Developer will maintain a \$25,000.00 revolving fund for quick resolution of vibration damage should any occur.

For claims of damage of less than One Thousand Dollars (\$1,000.00), the residents and the developer would jointly designate an independent arbitrator to whom the resident claims would be made. The arbitrator would decide whether the developer was responsible for the damage and a decision of that arbitrator would be binding on the parties.
 - (o) The Developer will provide 24 hour security on the quarry site.
 - (p) The Developer will fence all quarry operations.
 - (q) The Developer will not operate an asphalt production plant on the subject property without approval of the Board of Directors of the Ridgelys Run Community Association, but in no event will there be any tire shredding. If such approval is given, it shall include the hours of operation of the asphalt plant, which hours may be different from those set forth in Item (j) above.
 - (r) Substantial open space and buffers will be provided during operational years.
 - (s) The Developer will supply to the Ridgelys Run Community Association copies of operating reports it is required to submit to Federal, State & County agencies concerning quarry operations and it will also maintain a log of inquiries from the Ridgelys Community Association regarding project operations. This information will be reviewed periodically by the Developer and the Community Association.
 - (t) The developer will comply with all Special Exception requirements of the Howard County Board of Appeals.
- (4) Overall development plans for the Property will be submitted to the Association for review and comment

when future development of the Property is to occur.

- (a) Any future residential development near existing housing will be of a similar type as exists on the date hereof, i.e. detached housing near existing detached housing.
 - (b) The Developer will provide buffer areas, tree preservation areas and set back areas in future development of the site.
- (5) The Developer will fill the existing quarry at the back of Pine Road using over-burden from the new quarry and other material.
 - (6) The Developer will not bury trash on the property.
 - (7) The Developer will support a Scenic Road designation for Mission Road under Howard County law.
 - (8) In the event Developer decides to sell the approximate twenty-five (25) acres adjacent to Heritage Woods, which twenty-five (25) is identified on Exhibit 1 hereto as the "Option Land", the Developer will give to Heritage Woods Community Association a Right of First Refusal to purchase said twenty-five (25) acres Option Land. This right of first refusal shall operate as follows: The Developer shall give notice to the Heritage Woods Association at _____ of its intent to sell and the price and terms at which it would sell such land. Heritage Woods Community Association shall have thirty (30) days after such notice to elect to purchase the Option Land at the price and terms set forth by Developer in the notice. If the Heritage Woods Community Association does not exercise its right to purchase within that thirty (30) day period at such price and terms, this right of first refusal shall terminate and Heritage Woods Community Association shall no longer have any right of first refusal as to the Option Land.
In the event the Developer develops the Option Land, the Developer will not "clear-cut" trees from the Option Land and will save as many trees as possible consistent with its development.
In any event, Developer agrees not to undertake any residential house construction within the Option Land prior to December 31, 1997.
 - (9) The Developer will give employment opportunity priority to residents of the Ridgelys Run Community.
 - (10) In the event Developer does not develop the Property under the MXD (mixed use) overlay district now in effect, the Developer will first endeavor to have those areas zoned M-1, which are near I-95 and identified on Exhibit 4 hereto, re-zoned for residential use.
 - (11) In the event that the Community Facility Land and Community Facilities (which shall include the Community Center Building and other improvements constructed by Developer under Section (2) above) shall revert and be reconveyed to Developer by a Deed from the Association pursuant to Article VIII of the Declaration, the Association shall have the right to request the Developer to operate or cause to be operated the Community Facilities as a Community Center during the period of active stone processing activities of the project. In that event, the Developer shall no longer be required to pay to the Association the Developer donation, otherwise payable to the Association pursuant to Article VII, Section 2 of the Declaration. However, the Developer shall not be required to operate the Community Facilities beyond the time when the Developer donation would terminate pursuant to Article VII, Section 4 of the Declaration.



C H A S E

BOUNDARY SURVEY

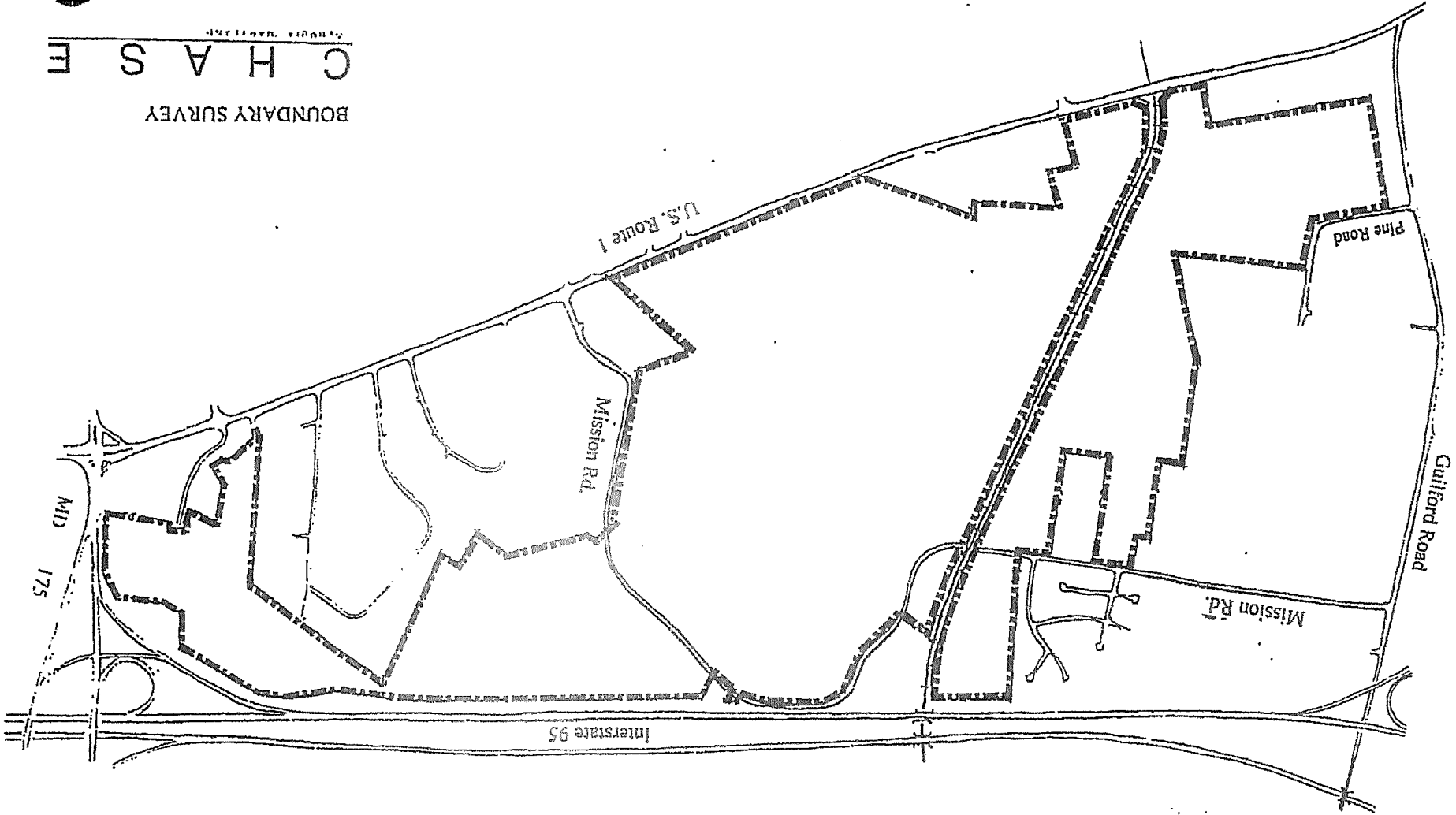
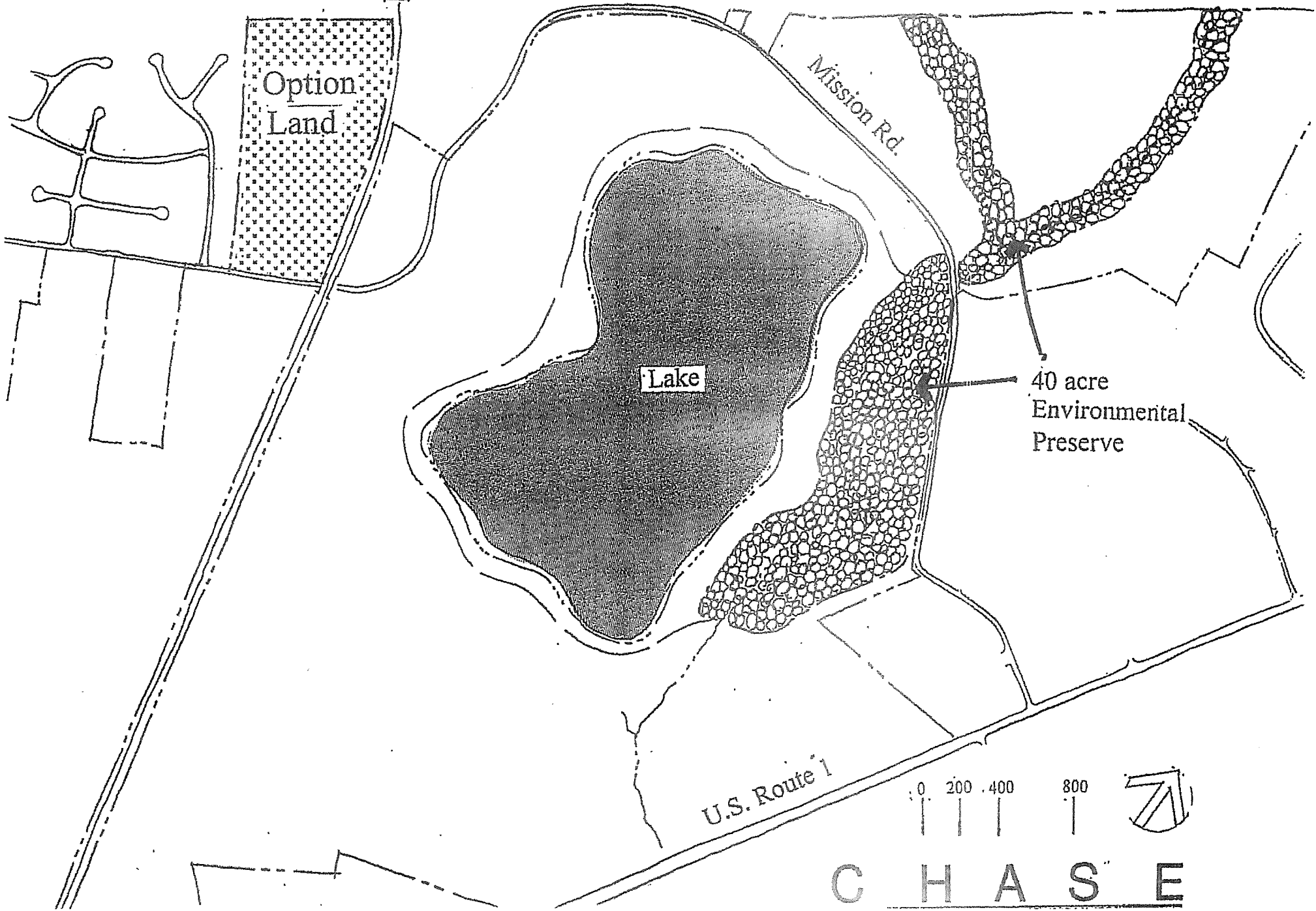


EXHIBIT 1
Interstate 95

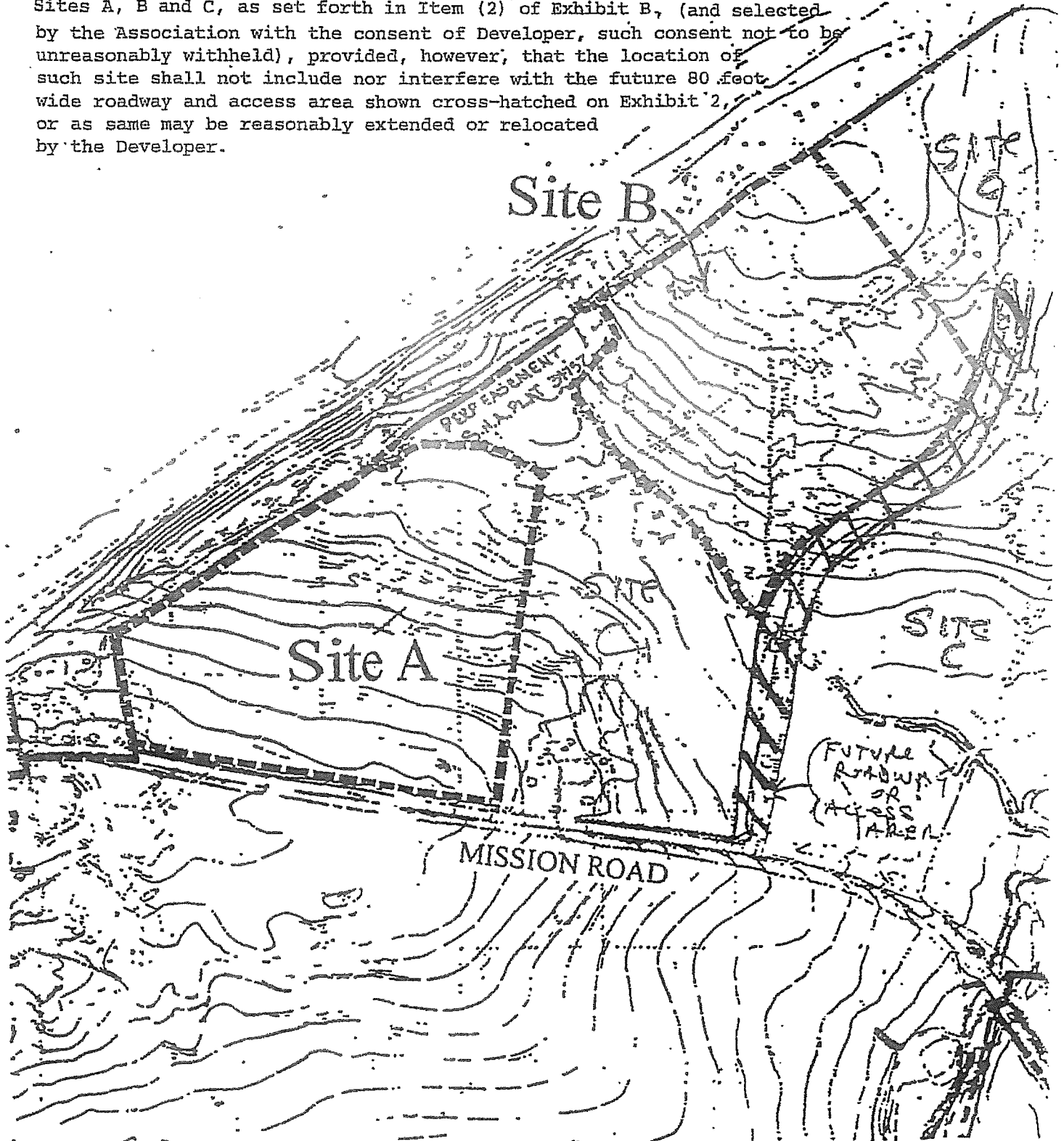


C H A S E

EXHIBIT 2

The Community Facility Land will be either Site A or B, as selected by Ridgelys Run Community Association, Inc.

* or on another seven (7) acre site located within the areas encompassing Sites A, B and C, as set forth in Item (2) of Exhibit B, (and selected by the Association with the consent of Developer, such consent not to be unreasonably withheld), provided, however, that the location of such site shall not include nor interfere with the future 80 foot wide roadway and access area shown cross-hatched on Exhibit 2, or as same may be reasonably extended or relocated by the Developer.



Site A

Site B

Site C

PER EASEMENT
S.M.A. PLAN 2851

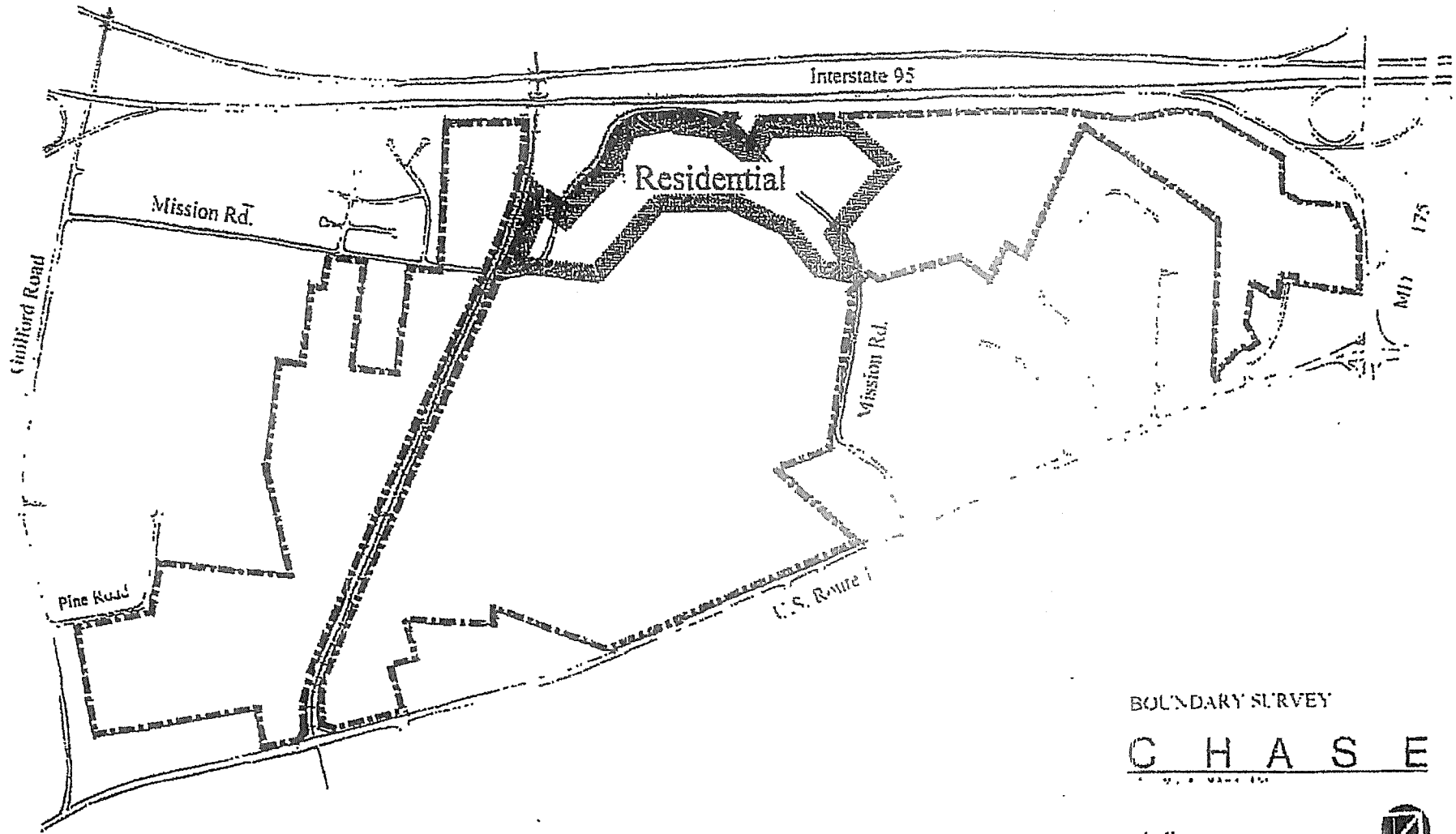
MISSION ROAD

FUTURE
ROADWAY
OR
ACCESS
AREA



COMMUNITY CENT
C H A S

EXHIBIT 4



BOUNDARY SURVEY

C H A S E

C. H. CHASE & SONS, INC.

