

Phase I Environmental Site Assessment

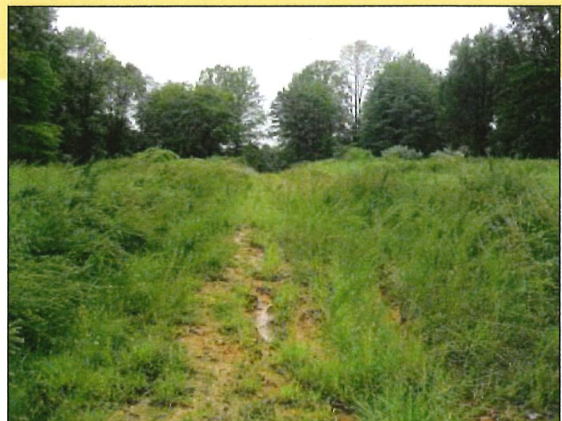


Turf Valley Site
Resort Road
Ellicott City, Maryland 21042
KCI Project No. 121805380

Prepared For
Mr. Dan Lubeley
Howard County Public School System
8045 Harriet Tubman Lane
Columbia, MD 21044

Prepared By
KCI Technologies Inc.
936 Ridgebrook Road
Sparks, Maryland 21152

September 21, 2018



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FOR

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ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

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September 21, 2018

Mr. Dan Lubeley
Howard County Public School System
8045 Harriet Tubman Lane
Columbia, MD 21044

RE: Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042
KCI Project No. 121805380

Dear Mr. Lubeley,

KCI Technologies, Inc. (KCI) appreciates the opportunity to provide our services on this project. Herein is a report of our findings from the Phase I Environmental Site Assessment of the above referenced property. This report was prepared in accordance with ASTM Standard E 1527-13: "*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*". If you have any questions with regard to this report or any other aspect of our services, please feel free to contact us at 410-316-7800.

Sincerely,
KCI Technologies, Inc.

Michelle L. Gounaris
Environmental Scientist
Hazardous Waste and Environmental Compliance

Employee-Owned Since 1988

Environmental Professional's Statement

I declare that, to the best of my professional knowledge and belief, I meet the definition of "Environmental Professional" as defined in §312.10 of 40 CFR 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all appropriate inquiries in conformance with the standards and practices set in 40 CFR 12.

Michelle L. Gounaris

Michelle L. Gounaris
Environmental Scientist
Hazardous Waste and Environmental Compliance

Executive Summary

Howard County Public School System (Client) retained KCI Technologies, Inc. (KCI) to perform a Phase I Environmental Site Assessment (ESA) for the Turf Valley Site, which is located to the northwest of Resort Road in Ellicott City, Maryland 21042 (subject site). Howard County Public School System (HCPSS) intends to purchase the site. This Phase I ESA was conducted in accordance with ASTM Standard E 1527-13: "*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.*"

The subject site consists of approximately ± 12 acres of land comprised of wooded and brush-covered area with an asphalt paved walking path located in areas of the site. A berm is located along the north end of the site and a brush/grass-covered pathway runs through the center of the site. The vicinity of the subject site is primarily occupied by a golf course, I-70, and residential development. The findings from this assessment are summarized as follows:

- KCI's review of historic aerial photographs and topographic maps suggests that the subject property was undeveloped pasture land from at least 1943 through 1992. A cart path, golf green and two fairways were present on the subject site from at least 1998 to 2009. In general, management of golf course involves the applications of herbicides, pesticides and fertilizers, and can result in the contamination of soils, and sometimes groundwater, by these treatment chemicals. Based on the potential presence of residual contamination from these treatment chemicals, the historical use of the subject site represents a Recognized Environmental Condition (REC).
- A copy of an Environmental Covenant 16101/047.053 associated with Parcel 401, Lot 204 on the subject site was provided by the property owner. The covenant pertains to a 393 square foot area located at the berm located within Lot 204 (adjacent to I-70). The owner reported that soil from another golf course property that he was developing was buried within the berm located on the Lot. He indicated that the soil may be perfectly clean; however, the soil was not tested as per requirements for redevelopment of golf courses. According to the covenant, the property owner is responsible for maintaining the integrity of the clean fill (berm) cap at all times, and conducting annual inspections of the area. A site specific Health and Safety Plan must be developed prior to conducting any excavation activities at the property, and any excavated soils must be tested, properly characterized, and disposed of in accordance with applicable laws. Any soils from this property also shall not be reused in current or future residential areas and/or areas zoned for residential use. The potential presence of contaminated soils buried within the berm on a portion of the subject site represents a REC.
- KCI completed a Vapor Encroachment Screening (VES) for the subject site. The purpose of the VES was to evaluate the potential for contaminated vapors migrating onto the subject property as a result of contaminated soil and groundwater on or near the subject property. Based on the potential contamination of the soils buried within the berm at Lot 204, KCI concludes a VEC at the subject site cannot be ruled out.
- The review of environmental regulatory databases and Maryland Department of the Environment (MDE) website, indicate that the subject site was included in the Land Restoration Program (LRP) database. Turf Valley Villages Phase 1 and 3 at 2700 Turf Valley Road, located partially on the subject site and adjacent to the south and southwest of the subject site, was included on the LRP database. According to the LRP factsheet, multiple environmental studies have been conducted at the site. In August of 2004, surface soil samples taken from existing tees, greens and fairways during a Phase II ESA revealed concentrations of arsenic, mercury and lead. In May of 2005, soil samples taken at the site revealed lead and arsenic concentrations. After the soils were excavated, soil

samples taken did not reveal any metal concentrations above MDE Cleanup Standards. Another investigation between October and December of 2009 indicated the presence of some metals, including elemental mercury, in the soil samples were all below EPA Maximum Contaminant Levels (MCLs). Despite the levels, mercury vapor samples were taken in March of 2010 and were found to not pose a vapor intrusion to indoor air risk at the site. A Certificate of Completion (COC) was issued to Villages at Turf Valley LLC on December 16, 2010 prohibiting the use of groundwater below the property for any purpose. The property has reportedly completed all Voluntary Cleanup Program (VCP) requirements and the VCP applications are no longer active. Due to the issued COC for the subject site/adjacent Turf Valley Villages Phase 1 and 3 site, the inclusion of the subject site in the LRP and VCP represents a Historic REC.

- ASTM defines a data gap as a “lack or inability to obtain information via the practice despite good faith efforts by the environmental professional to gather such information”. KCI did not have access to MDE or Howard County regulatory files prior to the issuance of this report. The inability to review information regarding the subject site property represents a Data Gap for this assessment.

Any significant information received from MDE and/or Howard County in the future, as well as any related changes in KCI’s conclusions, will be forwarded as an addendum to this report.

If the Client requires additional certainty regarding the potential for contamination resulting from the historic use of the subject site and/or the berm associated with Lot 204, then additional environmental investigation (e.g., Screening-Level Phase II ESA, groundwater and soil sampling and analysis) would be required.

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1.0 Introduction

Howard County Public School System (Client) retained KCI Technologies, Inc. (KCI) to perform a Phase I Environmental Site Assessment (ESA) for the Turf Valley Site, which is located to the northwest of Resort Road in Ellicott City, Maryland 21042 (subject site). This report was prepared in general accordance with ASTM Standard E 1527-13: “*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.*” A description of the limitations, restrictions, and qualifications applicable to this assessment are included in Section 1.4 of this report.

1.1 Purpose

This Phase I ESA was performed for the purpose of identifying Recognized Environmental Conditions (RECs) in connection with the subject property. ASTM E 1527-13 provides the following definition for Recognized Environmental Condition:

“the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

1.2 Scope

The scope of this assessment included the following tasks:

- Site Reconnaissance: KCI performed a walking reconnaissance of the school property. The purpose of the reconnaissance was to visually observe and assess current conditions at the subject site and on observable portions of adjacent properties.
- Review of Standard Environmental Databases: KCI reviewed an environmental database radius report provided by Environmental Data Resources, Inc. (EDR). The review was conducted to determine the subject site’s proximity to known and potential contaminant sources.
- Review of Other Historical Resources: KCI reviewed and/or attempted to review historical aerial photographs and Sanborn fire insurance maps covering the area of the subject site. The review of these resources was conducted to determine former site features and to review the general types of historic land usage at properties located adjacent to (or within approximately 500 feet of) the subject site.
- Public Information Act/Freedom of Information Act Requests: KCI contacted the Maryland Department of the Environment (MDE) and local health department in an effort to review departmental files related to environmental concerns or conditions at the subject site.
- Interviews: KCI interviewed and/or attempted to interview individuals associated with the subject site. The purpose of the interviews was to obtain information indicating Recognized Environmental Conditions in connection with the subject site.
- Review of Geologic Resources: KCI reviewed publications provided by the USDA and MGS to determine the soil and geologic formation at the subject site.

1.3 Significant Assumptions

Data and information regarding current site conditions and operations have been provided to KCI in part by the client and other sources. As is customary, KCI has assumed these data and information to be complete and factually correct.

1.4 Limitations, Restrictions, and Qualifications

This assessment was limited to observations made during KCI's inspection and research of the site. No borings or ground water monitoring wells were installed, inspected, or sampled. No soil, sediment, surface water, ground water or building materials have been collected for laboratory analysis. KCI makes no certifications concerning subsurface conditions, soil, or surface water or ground water quality.

This environmental site assessment was performed to identify potential liabilities associated with the current site conditions. KCI will not be held liable for the discovery or elimination of hazards encountered that may potentially cause damage, accidents or injuries. The recommendations rendered from work performed in no way eliminate hazards or the owner's obligation to Federal, State or Local laws. The property owner is solely responsible for notifying the proper authorities of any conditions, which violate current laws and regulations.

Data and information regarding current site conditions and operations have been provided to KCI in part by the client and other sources. As is customary, KCI has assumed these data and information to be complete and factually correct. The conclusions rendered from these data and information are subject to professional opinion, and thus could result in differing interpretations. Additionally, the conclusions rendered from this work are based on qualitative and quantitative information gathered on or near the date of this report.

This work has been performed in accordance with ASTM E 1527-13, the EPA All Appropriate Inquiry Rule, and generally accepted engineering practices. This investigation was conducted by and/or under the direction of an environmental professional as defined in Section 312.10 (b) (2) of the All Appropriate Inquiry Rule. No other warranty, expressed or implied, is made. Changes as to the content or form of this report may be made only with KCI's expressed written approval.

KCI has employed certain investigative and research procedures during the course of this assessment, and it should be understood that such procedures indicate actual conditions only at the location investigated and that, as is customary, KCI has made certain inferences based on the results of our assignment.

1.5 Exceptions

Conclusions regarding the potential environmental impact of off-site facilities are based on readily available information from the review of regulatory databases, distances from the subject site, and the estimated groundwater flow direction based on surficial topography. A file review of each off-site facility and a determination of actual groundwater conditions were beyond the scope of work for this project.

The scope of work for this Phase I ESA did not include inspection and/or testing for light ballasts, asbestos-containing materials, radon gas, lead-in-paint, urea formaldehyde, or any other material not specifically addressed within the contract for this assessment. Therefore, as applicable, KCI will not render an opinion or provide professional advice regarding the potential, suspect or actual presence/absence of such materials without appropriate inspection and testing. In addition, the scope of

work included an inspection of current on-site conditions and operations, but did not include an evaluation of compliance with environmental regulations.

1.6 Special Terms and Conditions

This report has been prepared and is intended for the sole use of our Client. The scope of services performed in execution of this assessment is not necessarily appropriate to satisfy the needs of other users, and use of this report or the findings, conclusions, or recommendations contained herein is at the risk of said user.

2.0 Site Description

The information in the following sections was acquired from online tax record data and/or from information acquired during KCI's site reconnaissance. The site reconnaissance was conducted by Ms. Michelle Gounaris on September 12, 2018. The site inspection included a walking visual survey of the subject site, and visual observations of adjoining areas. Site photographs are included in Appendix A of this report.

2.1 Property Location and Legal Description

The Turf Valley site (hereafter referred to as the subject site for subject property) consists of approximately ± 12 acres of land located to the north and west of Resort Road on portions of the following parcels:

Map/Parcel/Lot	Address	Acreage	Owner
Map 0016, Parcel 0401, Lot CC-2	Resort Road	10.18	Mangione Enterprises Turf Valley
Map 0016, Parcel 0401, Lot 204	Resort Road	5.41	Turf Valley Master Community Association Inc
Map 0016, Parcel 0454, Lot AA	11010 Resort Road	4.72	Mangione Enterprises Turf Valley
Map 0016, Parcel 0015	Marriottsville Road	26.16	Mangione Enterprises of Turf Valley Limited Partnership

The location of the subject site relative to surrounding roads and features is indicated on Figure 1 on the following page.

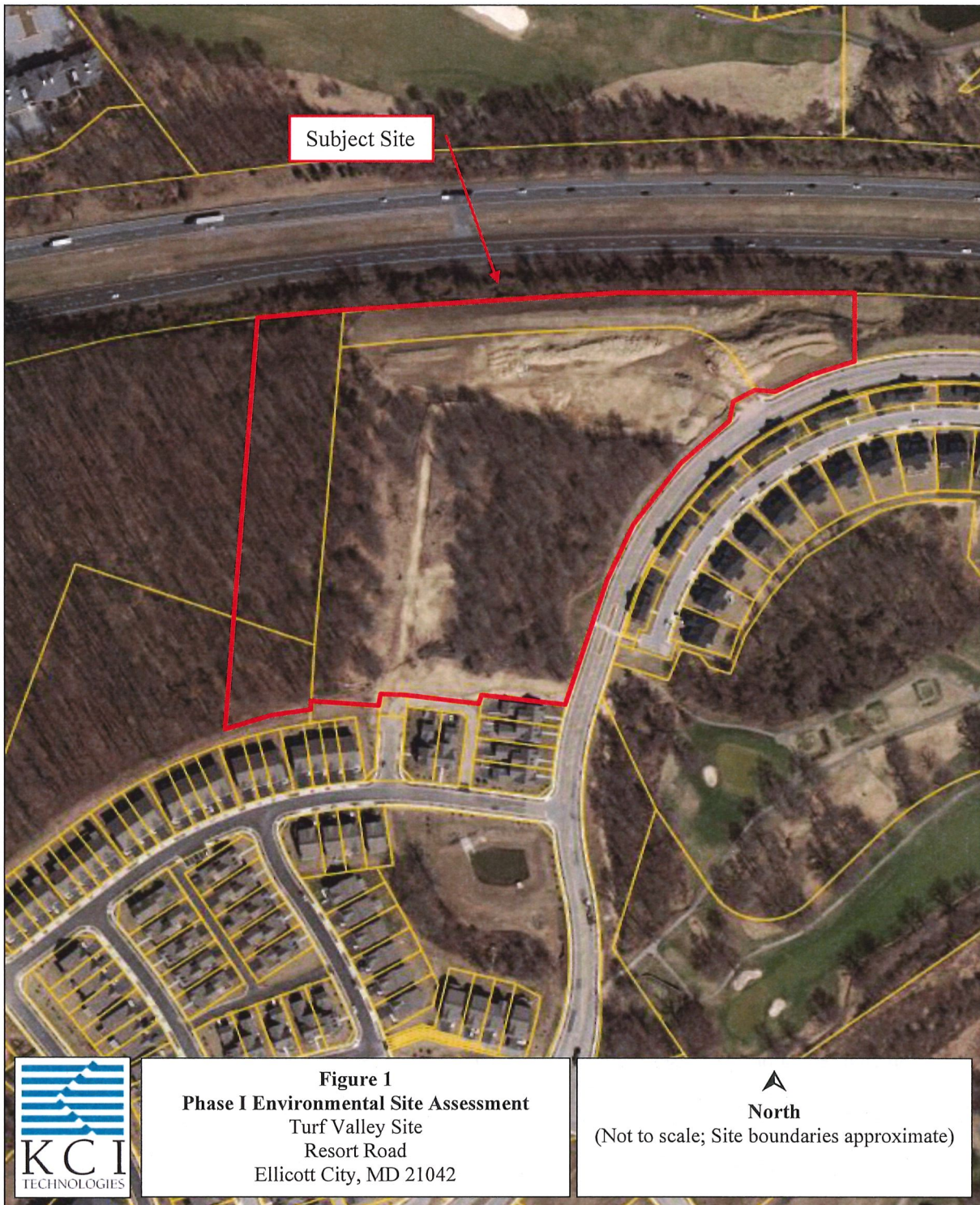
2.2 Site and Vicinity General Characteristics

The subject site is a wooded and brush-covered area with an asphalt paved walking path located in areas of the site. A berm is located along the north end of the site and a brush/grass-covered pathway runs through the center of the site. The vicinity of the subject site is primarily occupied by a golf course, I-70, and residential development. The subject site and several nearby properties were identified on the environmental regulatory databases reviewed for this assessment (Section 4.1).

2.3 Current Use of the Property

The subject site is currently vacant, wooded and brush-covered area.

Figure 1 – Site Location Map



2.4 Descriptions of On-Site Structures, Roads, and Other Improvements

The subject site currently has areas of an asphalt paved walkway located at the north/central area of the site and crossing down the center of the site along the wooded area. Remnants of a wooden fence is located along the west/central portion of the site. A sidewalk borders the east end of the subject site along Resort Road and a roadway is located adjacent to the south end of the subject site extending from Fairmont Lane.

2.5 Current Uses of Adjoining Properties

KCI conducted a visual reconnaissance of exterior portions of properties located adjacent to the subject site. As indicated previously, the subject site is situated located at the north and west of Resort Road. The general vicinity is characterized primarily by residential development. Table 2-1 (below) provides a summary of the properties located adjacent to the subject site. Photographs of adjacent properties are available in Appendix A.

Table 2-2: Summary of Properties Located Adjacent to Subject Site		
Occupant of Adjacent Property	Street Address	Location Relative to Site
I-70/Golf Course	I-70/2100 Warwick Way	Adjacent to north of site
Turf Valley Master Community Association Inc. (Lot 204)	Resort Road	Subject site lies partially within this property; adjacent to east of site
Residences	10917, 10923, 10929, 10935, 10941 and 10947 Atwood Lane	Adjacent to southeast and east of site
Atwood & Timberline Villages (Lot 205)	Resort Road	Adjacent to the southeast of the site
Mangione Enterprises Turf Valley (Lots 209 and 67)	Resort Road	Adjacent to southeast of site
Residence	10970 Resort Road	Adjacent to south of site
Residences	10890, 10894, 10902 through 10916 (even #'s) Fairmount Lane	Adjacent to south of site
Mangione Enterprises Turf Valley (Lot AA)	11010 Resort Road	Subject site lies partially within this property; adjacent to west of site
Mangione Enterprises Turf Valley Limited Partnership (Parcel 15)	Marriottsville Road	Subject site lies partially within this property; adjacent to west of site
Waverly Woods Development Corp	Warwick Way	Adjacent to northwest of site

3.0 User Provided Information

In accordance with the ASTM E 1527-13 Standard Practice, the user should provide certain non-technical information to assist the Environmental Professional in identifying Recognized Environmental Conditions at the subject property. KCI supplied a User Information Questionnaire to Mr. Daniel Lubeley, Manager of Design and Preconstruction Services, with Howard County Public School System (HCPSS). A User Questionnaire was also provided to Mr. Louis Mangione, Vice President of corporate general partner to Mangione Enterprises of Turf Valley Limited Partnership. Copies of the completed questionnaires are provided in Appendix B. Information provided by the User is summarized in the following sections of this report.

3.1 Reason for Performing Phase I ESA

KCI understands that the scope of services described herein are required to support HCPSS's plan to purchase the properties.

3.2 Environmental Liens and Activity and Land Use Limitations

Mr. Lubeley (HCPSS) indicated that he and HCPSS are not aware of any Environmental Lien or Activity or Use Limitations (AULs) encumbering the subject property.

Mr. Mangione reported that the Environmental Covenant 16101/047.053 is associated with the Parcel 401, Lot 204 property on the subject site. He also attached a copy of the covenant to the User Questionnaire for KCI to review.

As part of this assessment, KCI also requested that EDR complete a search of Howard County land records for evidence of Environmental Liens or AULs. EDR did not find any indications of Environmental Liens or other Activity and Use Limitations in connection with the subject site. The EDR Lien search is discussed further in section 4.5.

3.3 Specialized Knowledge or Experience

Mr. Lubeley reported that the property is currently undeveloped land and that the adjacent properties are residential.

Mr. Mangione provided documents related to his specialized knowledge of the Environmental Covenant associated with a portion of the subject site.

3.4 Reduction in Land Value Due to Environmental Issues

Mr. Lubeley reported that the "property is currently owned by Mangione Enterprises Turf Valley and would be purchased by Howard County. Once purchased, the county would transfer the property to the school system. The school system is not directly involved with the purchase of the property or negotiations".

Mr. Mangione reported that the "purchase price is lower than Fair Market Value because the owner is willing to sell the land to the county for an elementary school".

3.5 Commonly Known Information

Mr. Lubeley reported that the previous uses of the property are unknown, and that the current use is listed as commercial. He is unaware of any chemical spills, contamination, or environmental cleanups on the property, and that.

Mr. Mangione reported that he does know the past uses of portions of the subject site.

3.6 Obvious Evidence of Environmental Contamination

Mr. Lubeley is not aware of any obvious evidence of environmental contamination at the subject property (i.e., surface chemical releases, discarded bulk chemical storage containers, evidence of waste burial, or unusual odors or stained soil).

Mr. Mangione reported that he is not aware of any evidence of environmental contamination at the subject property (i.e., surface chemical releases, discarded bulk chemical storage containers, evidence of waste burial, or unusual odors or stained soil).

4.0 Records Review

As part of this assessment, KCI reviewed standard environmental databases (Sections 4.1), requested permission to review regulatory files (Section 4.2), researched the subject site’s physical setting (Section 4.3), reviewed historic site drawings, aerial photographs, maps and documents (Section 4.4), reviewed land records and title information (Section 4.5), and reviewed standard environmental databases with respect to Vapor Encroachment Conditions (Section 4.6). Detailed discussions concerning these topics are provided in the following report sections.

4.1 Standard Environmental Databases

The review of the environmental databases described hereafter was completed to determine the subject properties proximity to known and potential contaminant sources. The Federal and State environmental database report was provided by EDR, dated September 11, 2018. A copy of the Environmental Database Report included in Appendix C. The specific databases reviewed for this assessment are summarized in Table 4-1 as follows.

Table 4-1: Environmental Database Search			
Database		Search Distance (Miles)	Total Properties Plotted
FEDERAL RECORDS			
NPL	National Priority List	1.0	0
Proposed NPL	List of sites that have been proposed to the NPL	1.0	0
Delisted NPL	National Priority List Deletions.	1.0	0
NPL LIENS	Federal Superfund Liens	TP	0
SEMS	Superfund Enterprise Management System	0.50	0
SEMS-ARCHIVE	Superfund Enterprise Management System Archive	0.50	0
LIENS 2	CERCLA Lien Information	TP	0
CORRACTS	Corrective Action Report.	1.0	0
RCRA TSDF	Resource Conservation & Recovery Act Information System – RCRA - Transporters, Storage and Disposal List	0.50	0
RCRA Lg. Quan. Gen.	Resource Conservation & Recovery Info. Sys. – Large Quantity Generators List	Adj	0
RCRA Sm. Quan. Gen.	Resource Conservation & Recovery Info. Sys. – Small Quantity Generators List	Adj	0
RCRA-CESQG	Resource Conservation & Recovery Act Information System RCRA - Conditionally Exempt Small Quantity Generators	Adj	0
RCRA-NonGen	Resource Conservation & Recovery Act Information System RCRA - Non Generators	Adj	0
US ENG CONTROLS	Engineering Controls List Sites.	TP	0

Table 4-1: Environmental Database Search			
Database		Search Distance (Miles)	Total Properties Plotted
US INST CONTROL	Properties that are included in the Voluntary Cleanup program, which have Deed Restrictions.	TP	0
ERNS	Emergency Response Notification System	TP	0
HMIRS	Hazardous Materials Information Reporting System.	TP	0
DOT OPS	Incident and Accident Data	TP	0
US CDL	Clandestine Drug Labs	TP	0
US BROWNFIELDS	A Listing of Brownfields properties Addressed by Either Cooperative Agreements or Targeted Brownfields Assessments.	0.50	0
DOD	Department of Defense Sites.	1.0	0
FUDS	Formerly Used Defense Sites.	1.0	0
LUCIS	Land Use Control Information System	.50	0
CONSENT	CERCLA Consent Decrees.	1.0	0
ROD	Records of Decision.	1.0	0
UMTRA	Uranium Mill Tailings Sites.	0.50	0
ODI	Open Dump Inventory: A Listing of Disposal Facilities that do not Comply with 40 CFR Parts 257 or 258.	0.50	0
DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	0.50	0
MINES	Mines Master Index File	0.25	0
TRIS	Toxic Chemical Release Inventory System.	TP	0
TSCA	Toxic Substances Control Act.	TP	0
FTTS	Federal Insecticide, Fungicide, and Rodenticide Act/Toxic Substances Control Act Tracking System.	TP	0
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	TP	0
SSTS	Section 7 Tracking Systems. Refers to Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act. All Registered Facilities Must Submit a Report to EPA on a Yearly Basis.	TP	0
ICIS	Integrated Compliance Information System	TP	0
PADS	PCB Activity Database System	TP	0
MLTS	Material Licensing Tracking System	TP	0
RADINFO	Radiation Information Database	TP	0
FINDS	Facility Index System	TP	0
ECHO	Enforcement and Compliance History Information	TP	0
RAATS	RCRA Administrative Action Tracking System	TP	0

Table 4-1: Environmental Database Search			
Database		Search Distance (Miles)	Total Properties Plotted
STATE AND LOCAL RECORDS			
SHWS	Notice of Potential Hazardous Waste Sites.	1.0	0
SWF/LF	Permitted Solid Waste Disposal Facilities.	0.50	1
SWRCY	Recycling Directory.	0.50	0
OCPCASES	Oil Control Program Cases.	0.50	3
HIST LUST	Listing of Historic Leaking Underground Storage Tanks.	0.50	0
UST	Registered Underground Storage Tank List.	Adj	0
Historical UST	Listing of Registered Underground Storage Tanks.	Adj	0
AST	Registered Aboveground Storage Tank List.	Adj	0
INST CONTROL	Voluntary Cleanup program Applicants/Participants.	TP	0
ENG CONTROLS	Engineering Controls	TP	0
VCP	Voluntary Cleanup program Applicants/Participants.	0.50	1
DRYCLEANERS	Listing of Registered Dry Cleaners.	0.25	0
BROWNFIELDS	Eligible Brownfields Properties.	0.50	0
NPDES	Wastewater Permit Listing	TP	0
AIRS	A listing of permitted facilities and emissions information.	TP	0
LEAD	Lead Inspection Database.	TP	0
MD Financial Assurance	Financial Assurance Information Listing	TP	0
TRIBAL RECORDS			
INDIAN RESERV	Indian Reservations.	1.0	0
INDIAN ODI	A listing of open dump inventories on Indian Land.	0.50	0
INDIAN LUST	A listing of leaking underground storage tank locations on Indian Land.	0.50	0
INDIAN UST	A listing of underground storage tank locations on Indian Land.	0.25	0
INDIAN VCP	A listing of Voluntary Cleanup Programs on Indian Land.	0.50	0
EDR PROPRIETARY RECORDS			
Manufactured Gas Plants	EDR Proprietary Manufactured Gas Plants.	1.0	0
EDR Historical Auto Stations	EDR Proprietary Historical Auto Stations	0.25	0

Table 4-1: Environmental Database Search			
Database		Search Distance (Miles)	Total Properties Plotted
EDR Historical Cleaners	EDR Proprietary Historical Cleaners	0.25	0
ADDITIONAL ENVIRONMENTAL RECORDS			
LRP	Land Restoration Program	0.5	4
NY MANIFEST	Hazardous Waste Manifest Information	0.25	0
NJ MANIFEST	Hazardous Waste Manifest Information	0.25	0
PA MANIFEST	Hazardous Waste Manifest Information	0.25	0

National Priorities List (NPL) – The National Priorities List (NPL) is the EPA’s database of uncontrolled or abandoned hazardous waste sites identified for priority remedial actions under the Superfund program. A site must meet or surpass a predetermined hazard ranking system score, be chosen as a state’s top priority site, or meet three specific criteria set jointly by the US Department of Health and Human Services and the US EPA in order to become a NPL site. The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. Neither the subject site nor any properties within the search radius were included on the NPL database.

Proposed NPL List – The proposed NPL List includes hazardous waste sites that have been proposed to the NPL. These sites may be added to the NPL or not depending on the results of the site investigations and other factors. Neither the subject site nor any properties within the search radius were included on the proposed NPL database.

Delisted NPL Sites – A listing of sites that have been deleted from the National Priorities List according to the criteria in the National Oil and Hazardous Substances Pollution Contingency Plan. Neither the subject site nor any properties within the search radius were included on the NPL Deletions database.

NPL LIENS – Under the authority granted to EPA by CERCLA of 1980, the EPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property’s owner received notification of potential liability. The subject site was not included on the NPL Liens database.

Superfund Enterprise Management System (SEMS) List – SEMS tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA’s Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL. Neither the subject site nor any properties within the search radius were included on the SEMS database.

Superfund Enterprise Management System Archive (SEMS Archive) – SEMS-Archive (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal

Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that based upon available information, the location is not judged to be potential NPL site. Neither the subject site nor any properties within the search radius were included on the SEMS Archive database.

LIENS 2 – CERCLA Lien Information - A Federal CERCLA ('Superfund') lien which could exist by operation of law at any site or property at where the EPA has spent Superfund monies. The money is spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties. The subject site was not included on the LIENS 2 database.

Resource Conservation and Recovery Information System – Treatment, Storage, and Disposal Facilities (RCRA -TSDF) List, CORRACTS Facilities List - The EPA maintains this database of RCRA facilities, which are undergoing corrective action. A corrective action order is issued pursuant to RCRA Section 3008 (h) when there has been a release of hazardous waste or constituents into the environment from a RCRA facility. Corrective actions may be required beyond the facility's boundary and can be required regardless of when the release occurred, even if it predates RCRA. Neither the subject site nor any properties within the search radius were included on the RCRA TSDF or CORRACTS databases.

Resource Conservation and Recovery Information System – Small and Large Quantity Generators (RCRA - SQG and LQG) List - The EPA's Resource Conservation and Recovery Act (RCRA) Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Facilities database is a compilation by the EPA of facilities, which report generation, storage, transportation, treatment or disposal of hazardous waste. RCRA small quantity generators are facilities that generate less than 1000 kg/month of non-acutely hazardous waste, and less than 1 kg/month of acutely hazardous waste. RCRA large quantity generators are facilities that generate at least 1000 kg/month of non-acutely hazardous waste (or 1 kg/month or more of acutely hazardous waste). Neither the subject site nor any adjacent properties were identified on the RCRA – LQG or RCRA – SQG databases.

RCRA-CESQG – Conditionally Exempt Small Quantity Generators. This database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month. Neither the subject site nor any adjacent properties were identified on the RCRA – CESQG database.

RCRA-NonGen –This database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). However, Non-Generators do not presently generate hazardous waste. Neither the subject site nor any adjacent properties were identified on the RCRA – NonGen database.

United States Engineering Controls (US ENG Controls) Sites List – A listing of sites where engineering controls are in place. Engineering controls include various forms of caps, specialized building foundations, liners, and on-site treatment methods designed to eliminate pathways by which regulated substances may enter environmental media. The subject site was not included on the US ENG Controls database.

United States Institutional Controls (US INST Controls) List – A listing of sites with institutional controls in place. Institutional Controls include a variety of administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. The subject site was not included on the US INST Controls database.

Emergency Response Notification System (ERNS) Database – The Emergency Response Notification System (ERNS) database provides information regarding reported releases of oil and hazardous substances. The subject site was not included on the ERNS database.

Hazardous Materials Information Reporting System (HMIRS) Database – The HMIRS database contains a listing of sites at which hazardous materials spills have been reported to the Federal Department of Transportation (DOT). The subject site was not included on the HMIRS database.

Incident and Accident Data (DOT OPS) - The DOT OPS contains records of Department of Transportation, Office of Pipeline Safety Incident and Accident data. The subject site was not included on the DOT OPS database.

United States Clandestine Drug Labs (CDL) – The CDL is a listing of clandestine drug lab locations. The U.S. Department of Justice provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. The subject site was not included on the included on the CDL database.

United States Brownfields Database (US BROWNFIELDS) – This is a listing of brownfields sites that are being addressed under Cooperative Agreements or that have been involved in EPA's Target Brownfields Assessments program. Neither the subject site nor any properties within the search radius were included on the US Brownfields database.

Department of Defense Sites (DOD) – This data set consists of federally owned lands administered by the Department of Defense that have a land area of at least one square mile. Neither the subject site nor any properties within the search radius were included on the DOD database.

Formerly Used Defense Sites (FUDS) – The FUDS listing identifies formerly used defense sites where the US Army Corps of Engineers is actively working or will take the necessary cleanup actions. Neither the subject site nor any properties within the search radius were included on the FUDS database.

Land Use Control Information System (LUCIS) – The LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure Properties. Neither the subject site nor any properties within the search radius were included on the LUCIS database.

Superfund Consent Decrees (CONSENT) – The major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District

Courts after settlement by parties to litigation matters. Neither the subject site nor any properties within the search radius were included on the CONSENT database.

Records of Decision (ROD) – ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup. Neither the subject site nor any properties within the search radius were included on the ROD database.

Uranium Mill Tailings Sites (UMTRA) – Uranium ore was mined by private companies for federal government use in national defense programs. When the mills closed, large piles of mill tailings were left in place. Although typically the levels of human exposure to radioactive materials from the piles are low, tailings were in some cases used as construction fill materials before the potential health hazards represented by the tailings were recognized. The federal government's Department of Energy has targeted certain former mill sites for cleanup. Neither the subject site nor any properties within the search radius were included on the UMTRA database.

Open Dump Inventory (ODI) – This is a listing of open dumps, defined as waste disposal areas that do not comply with 40 CFR Parts 257 or 258. Neither the subject site nor any properties within the search radius were included on the ODI database.

Torres Martinez Reservation Illegal Dump Site Locations (DEBRIS REGION 9) - A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California. Neither the subject site nor any properties within the search radius were included on the DEBRIS REGION 9 database.

MINES Database – Mines Master Index File. Neither the subject site nor any properties within the search radius were included on the MINES database.

Toxic Chemical Release Inventory System (TRIS) – TRIS identifies facilities that release toxic chemicals to the air, water, and land in reportable quantities under SARA Title III Section 313. The subject site was not included on the TRIS database.

Toxic Substances Control Act (TSCA) – TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site. The subject site was not included on the TSCA database.

FIFRA/TSCA Tracking System Database (FTTS) – This database tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA, or EPCRA. The subject site was not included on the FTTS database.

FIFRA/TSCA Tracking System Administrative Case Listing (HIST FTTS) – A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of the FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substance Control Act). Some EPA regions are not closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated. The subject site was not included on the HIST FTTS database.

Section Seven Tracking Systems Database (SSTS) – This is a listing of all pesticide producing establishments that are required to submit an annual report to the US EPA under Section 7 of the Federal Insecticide, Fungicide, and Rodenticide Act. The subject site was not included on the SSTS database.

Integrated Compliance Information System (ICIS) – The ICIS supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program. The subject site was not included on the ICIS database.

PCB Activity Database System (PADS) – PADS identifies generators, transporters, commercial storers and/or brokers and disposers of PCBs, who are required to notify the EPA of such activities. The subject site was not included on the PADS database.

Material Licensing Tracking System (MLTS) – MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites, which possess or use radioactive materials and which are subject to NRC licensing requirements. The subject site was not included on the MLTS database.

Radiation Information Database (RADINFO) – The RADINFO contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity. The subject site was not included on the RADINFO database.

Facility Index System (FINDS)/Facility Identification Initiative Program Summary Report – FINDS contains both facility information and ‘pointers’ to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System). The subject site was not included on the FINDS database.

Enforcement & Compliance History Information (ECHO) – ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide. The subject site was included on the ECHO database with information related to air permitting. No violations were reported in the database. Based on no violations being reported for the subject site in the database, KCI concludes the inclusion of the subject site in the ECHO database does not appear to represent a REC at this time.

RCRA Administrative Action Tracking System (RAATS) – RAATS contains records based on the enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database. The subject site was not included on the RAATS database.

State Hazardous Waste Sites (SHWS) List, NPL and CERLIS Equivalent – The State Potential Hazardous Waste Sites List contains all of the sites currently identified by the U.S. EPA CERCLIS program. The state agency cautions that the list is not a comprehensive list of all sites or facilities in the State, which may have activities, which generate or use hazardous or toxic substances, chemicals,

petroleum products, etc. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where potentially responsible parties will pay for cleanup. Neither the subject site nor any properties within the search radius were included on the SHWS database.

Maryland Solid Waste Disposal Facilities (SWF)/Landfill Sites (LF) List – Listings under Solid Waste Facilities (SWF) typically contain information provided by the Maryland Department of the Environment (MDE) regarding active or inactive solid waste disposal facilities or landfills. The subject site was not listed on the SWF/LF database; however, one off-site property was identified on the SWF/LF database.

The Alpha Ridge Landfill at 2350 Marriottsville Road, located approximately 0.39 miles to the west of the subject site, was listed on the SWL/LF database as a processing facility and transfer station and as a municipal landfill used for refuse disposal. This property is also included in the OCPCASES database, and is discussed in that section below.

Solid Waste Recycling Directory (SWRCY) – This is a listing of solid waste recycling facilities. Neither the subject site nor any properties within the search radius were included on the SWRCY database.

Maryland Oil Control Program Cases (OCPCASES) – A listing of cases monitored by the Maryland Department of the Environment's Oil Control Program. These cases can include leaking underground storage tanks and other subsurface releases, as well as aboveground storage tank spills and releases, surface spills, and administrative infractions discovered during compliance inspections. Importantly, it should be noted that the inclusion of a property to the OCPCASES database does not necessarily mean that a release of petroleum occurred at the property (unless a release is specifically cited in the database records). The subject site was not listed on the OCPCASES database; however, three (3) off-site properties were identified on the OCPCASES database. Table 4-2 summarizes the properties that were identified on the OCPCASES database.

Table 4-2: Summary of OCPCASES-Listed Properties			
Listed Facility	Reason for Inclusion/ Product	Case Status/ Release or No Release	Direction/ Distance
Waverly Woods Shell 10781 Birmingham Way	-New Installation – Motor/Lube Oil	-Closed/No Release	North 0.10 miles
Alpha Ridge Landfill 2350 Marriottsville Road	-Vehicle Accident -Not Reported -Tank Closure – Motor/Lube Oil -Tank Closure – Motor/Lube Oil	-Closed/Release and Cleanup -Closed/Not Reported -Closed/Release and Cleanup -Closed/No Release	West 0.39 miles
Alpha Ridge Landfill 2360 Marriottsville Road	-Transfer Accident – Motor/Lube Oil	-Closed/Release and Cleanup	West 0.39 miles

The Waverly Woods Shell at 10781 Birmingham Road, located approximately 0.10 miles to the north of the subject site, was included on the OCPCASES registry. A case was opened on July 2, 2010 for a new installation of a motor/lube oil tank, and was closed on November 1, 2017. No release was reported. Based on the distance from the subject site and the closed case status with no release reported, the inclusion of the Waverly Woods Shell in the OCPCASES database does not appear to represent a REC to the subject site at this time.

The Alpha Ridge Landfill at 2350 Marriottsville Road, located approximately 0.39 miles to the west of the subject site, was listed on the OCPCASES registry with four cases. A case was opened on May 30, 1991 and closed the same day. A release was “Not Reported”. A second case was opened on July 16, 1992 for a motor/lube oil tank closure. A release and cleanup were reported, and the case was closed on February 10, 2003. A third case was opened on May 29, 1998 for a vehicle accident. A release and cleanup were reported and the case was closed on June 18, 1998. A fourth case was opened on August 4, 2015 for a motor/lube oil tank closure. No release was reported and the case was closed on September 22, 2015. Based on the distance from the subject site, the topographic position of the property relative to the subject site and the closed case status(s), KCI concludes that the inclusion of the Alpha Ridge Landfill on the OCPCASES database does not appear to represent a REC to the subject site at this time.

The Alpha Ridge Landfill at 2360 Marriottsville Road, located approximately 0.39 miles to the west of the subject site, was listed on the OCPCASES registry. A case was opened on October 13, 1999 for a transfer accident of motor/lube oil. A release and cleanup were reported, and the case was closed on May 4, 2000. Based on the distance from the subject site, the topographic position of the property relative to the subject site and the closed case status, KCI concludes that the inclusion of the Alpha Ridge Landfill on the OCPCASES database does not appear to represent a REC to the subject site at this time.

Historical LUST – This database includes a list of leaking underground storage tanks (LUSTs) maintained by the Maryland Department of the Environment (MDE) through 1999. Neither the subject site nor any properties within the search radius were included on the Historical LUST database.

Maryland Underground Storage Tank (UST) List – The Maryland Underground Storage Tank Report is a comprehensive listing of all registered active and inactive underground storage tanks located within the state. Underground Storage Tanks (USTs) are regulated under Subtitle I of RCRA and must be registered with the Maryland Department of the Environment, which is responsible for administering the state’s UST program. Neither the subject site nor any adjacent properties were included on the UST database.

Historical Underground Storage Tanks (HIST UST) List – A listing of historical underground storage tanks. These tanks may have been removed, or are otherwise no longer in service. Neither the subject site nor any adjacent properties were included on the HIST UST database.

Registered Aboveground Storage Tanks (AST) List – Registered aboveground storage tanks. Neither the subject site nor any adjacent properties within the search radius were included on the AST database.

Voluntary Cleanup Program Applicants/Participants, Institutional Control Database (INST CONTROL) – This is a listing of sites that are included in the VCP database that have deed restrictions. The subject site was not included on the INST CONTROL database.

Engineering Controls (ENG CONTROLS) – This listing includes various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. The subject site was not included on the ENG CONTROLS database.

Voluntary Cleanup Program (VCP) Applicants – The Voluntary Cleanup Program, administered by the Maryland Department of the Environment, streamlines the environmental cleanup process for sites, usually commercial or industrial properties that are contaminated or perceived to be contaminated by hazardous substances. Developers and lenders are provided with certain limitations on liability and participants in the program are provided certainty in the process by knowing exactly what will be

required. The subject site was not included on the VCP database. One (1) off-site property, Oakmont at Turf Valley at 11030, 11050, 11070 and 11090 Resort Road, located approximately 0.17 miles to the southwest of the subject site was listed in this database. This property is discussed further in the LRP section below.

NY MANIFEST – Hazardous waste manifest information. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility. Neither the subject site nor any properties within the search radius were included on the NY MANIFEST database.

NJ MANIFEST – Hazardous waste manifest information. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility. Neither the subject site nor any properties within the search radius were included on the NJ MANIFEST database.

PA MANIFEST – Hazardous waste manifest information. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility. Neither the subject site nor any properties within the search radius were included on the PA MANIFEST database.

Registered Drycleaning Facilities Database (DRYCLEANERS) – This is a listing of registered drycleaning facilities. Neither the subject site nor any properties within the search radius were included on the DRYCLEANERS database.

Eligible Brownfields Properties (BROWNFIELDS) Database – The Site Assessment Section of the State Superfund Division is responsible for conducting federally-funded assessments of eligible Brownfields properties. These assessments are undertaken to determine whether there are environmental cleanup requirements at these sites. Neither the subject site nor any properties within the search radius were included on the BROWNFIELDS database.

Wastewater Permit Listing (NPDES) – A listing of wastewater permit locations. The subject site was not identified on the NPDES database.

Permit and Facility Information Listing (AIRS) Database – This is a listing of permitted facilities and their emissions information. The subject site was included on the AIRS database for its involvement in the State Implementation Plan for National Primary and Secondary Ambient Air Quality Standards program. The subject site was not included on the AIRS database.

Lead Inspection Database (LEAD) – This is a listing of sites that are included in the Childhood Lead Poisoning Prevention Program which consists of data of lead inspection for the state. The subject site was not included on the LEAD database.

MD Financial Assurance – Financial Assurance Information listing. All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean-up, closure, and post-closure care of their facilities. The subject site was not included on the MD Financial Assurance database.

Indian Reservations listing (INDIAN RESERV) – This is a listing of Indian Reservation lands of the United States with an area equal to or greater than one square mile. Neither the subject site nor any properties within the search radius were included on the INDIAN RESERV database.

Indian ODI – This is a listing of open dump inventory locations on Indian Land. Neither the subject site nor any properties within the search radius were included on the INDIAN ODI database.

Indian LUST – This is a listing of leaking underground storage tank locations on Indian Land. Neither the subject site nor any properties within the search radius were included on the INDIAN LUST database.

Indian UST – This is a listing of underground storage tank locations on Indian Land. Neither the subject site nor any properties within the search radius were included on the INDIAN UST database.

Indian VCP – This is a listing of voluntary cleanup program locations on Indian Land. Neither the subject site nor any properties within the search radius were included on the INDIAN VCP database.

Manufactured Gas Plants – Former manufactured gas (coal gas) sites. Neither the subject site nor any properties within the search radius were included on the Manufactured Gas Plants database.

EDR Historical Auto Stations – Former gas station, auto station, and service station sites. Neither the subject site nor any properties within the search radius were included on the EDR Historical Auto Stations database.

EDR Historical Cleaners – Potential former dry cleaner sites. Neither the subject site nor any properties within the search radius were included on the EDR Historical Cleaners database.

Land Restoration Program (LRP) – This is a listing of Land Restoration Program sites. Site types include Voluntary Cleanup Program, National Priority List, Brownfields, Site Assessment, Formerly Used Defense Site, State Master List, Non Master List, Groundwater Investigation and Federal Facility. Using the interactive LRP map on the MDE website, KCI identified records of two LRP cases for the subject site, and two LRP cases for nearby off-site properties. Table 4-3 summarizes the properties that were identified on the LRP website.

Table 4-3: Summary of LRP Sites			
Listed Facility	Reason for Inclusion	Status	Direction/ Distance
Berm Cap Adjacent to Interstate 70 – Villages at Turf Valley Phase 2, Open Space Lot 204	Potentially contaminated soil buried within berm/Environmental Covenant	Archived	TP
Turf Valley Villages Phase 1 and 3 2700 Turf Valley Road	GW Use Restriction Soil Metals Voluntary Cleanup Program (VCP)	Archived	Part of TP/Adjacent to S and SW
Turf Valley Maintenance Facility – Villages Phase 4 10090 Resort Road	Voluntary Cleanup Program (VCP)	Archived	South 0.13 miles
Oakmont at Turf Valley 11030, 11050, 11070 and 11090 Resort Road	GW and Soil Metals Voluntary Cleanup Program (VCP)	Archived	SW 0.17 miles

The Berm Cap Adjacent to Interstate 70 – Villages at Turf Valley Phase 2, Open Space Lot 204, located at the subject site, was included on the LRP website. No factsheet was available; however, the owner has provided a copy of the Environmental Covenant 16101/047.053 associated with the berm cap at Lot 204. The owner of the property indicated that soil from another golf course property that he was developing was buried within the berm located on this lot. The covenant and associated Activity & Use Limitations are discussed further in Section 4.5 and information provided by the owner regarding the covenant is included in Section 6.0.

Turf Valley Villages Phase 1 and 3 at 2700 Turf Valley Road, located partially on the subject site and adjacent to the south and southwest of the subject site, was included in the LRP website. According to the LRP factsheet, multiple environmental studies have been conducted at the site. In August of 2004, surface soil samples taken from existing tees, greens and fairways during a Phase II ESA revealed concentrations of arsenic, mercury and lead. In May of 2005, soil samples taken at the site revealed lead and arsenic concentrations. After the soils were excavated, soil samples taken did not reveal any metal concentrations above MDE Cleanup Standards. Another investigation between October and December of 2009 indicated the presence of some metals, including elemental mercury, in the soil samples were all below EPA MCLs. Despite the levels, mercury vapor samples were taken in March of 2010 and were found to not pose a vapor intrusion to indoor air risk at the site. A Certificate of Completion (COC) was issued to Villages at Turf Valley LLC on December 16, 2010 prohibiting the use of groundwater below the property for any purpose. The property has reportedly completed all VCP requirements and the VCP applications are no longer active. Due to the issued COC for the property, KCI concludes that the inclusion of Turf Valley Villages Phase 1 and 3 on the LRP website represents a Historic REC. A copy of the LRP factsheet and a snapshot of the LRP website showing the location of the Turf Valley Villages Phase I and 3 site is included in Appendix D.

Turf Valley Maintenance Facility – Villages Phase 4 at 10090 Resort Road, located approximately 0.13 miles to the south of the subject site, was included on the LRP website. According to the LRP factsheet, four environmental studies were conducted from 2005 to 2007. An investigation in November of 2005 revealed concentrations of arsenic, lead, xylenes, chlordane and diesel range organic (DRO) total petroleum hydrocarbons (TPH) in the soils. An investigation in October of 2007 revealed concentrations of arsenic, lead, mercury, hexachlorobenzene and pesticides in the soils. Following this investigation, approximately two feet of soil from the sampled areas was removed and replaced with aggregate fill. Another investigation in May of 2008 revealed metal in the soils at concentrations lower than EPA Maximum Contaminant Levels (MCL). Between January and April in 2011, a Response Action Plan (RAP) was implemented at the site, and soil samples taken from the excavated areas did reveal any contaminants above established cleanup criteria. A Certificate of Completion (COC) was issued to Villages at Turf Valley LLC on May 2, 2011 prohibiting the use of groundwater below the property for any purpose, and requiring long term monitoring of soils in one of the investigated areas. The property has reportedly completed all VCP requirements and the VCP applications are no longer active. Due to the topographic position of the property relative to the subject site and the issued COC for the property, KCI concludes that the inclusion of Turf Valley Maintenance Facility – Villages Phase 4 on the LRP website does not appear to represent a REC to the subject site at this time.

Oakmont at Turf Valley at 11030, 11050, 11070 and 11090 Resort Road, located approximately 0.17 miles to the southwest of the subject site, was included on the LRP website. According to the LRP factsheet, multiple environmental studies have been conducted at the site in May of 2005, August, of 2007, and May of 2008. These investigations revealed metals, including Mercury, in the soil at concentrations below MDE Cleanup Standards. The property was issued a No Further Requirement Determined (NFRD) status on July 22, 2008, and the VCP denied and application on August 6, 2008. Due to the topographic position of the property relative to the subject site, KCI concludes that the inclusion of Oakmont at Turf Valley on the LRP website does not appear to represent a REC to the subject site at this time.

Copies of the LRP factsheets reviewed are included in Appendix D.

Orphan Sites – Non-geocoded sites due to incorrect address listing and/or incomplete information. Based on the available information, the subject site was not included on the orphan sites summary. Four off-site properties were included on this database.

20 Foot Wide Capped area along Res was included on the Orphans summary for its inclusion in the Inst Control and LRP databases. According to the MDE LRP website, this site is located approximately 0.34 miles to the east of the subject site. Based on the distance from the subject site, this site does not appear to represent a REC to the subject site at this time.

Oakmont of Turf Valley, located 0.17 miles to the southwest of the subject site on Resort Road, was also included in the Orphans summary for its inclusion in the LRP and VCP databases. This property is discussed in the LRP section above.

The remaining two properties listed in the Orphans summary would not appear to represent a REC to the subject site based on the apparent distances of the properties from the subject site.

4.2 Review of Agency Files

KCI submitted written requests to the Howard County Health Department (HCHD) and Maryland Department of the Environment (MDE) pursuant to the Public Information Act, in order to review departmental files pertaining to the subject site. Copies of KCI's information request letters are included in Appendix D of this report.

4.2.1 Howard County Health Department

KCI did not receive a response from HCHD prior to issuing this report. Any significant information received in the future, as well as any related changes in KCI's conclusions, will be forwarded as an addendum to this report.

4.2.2 Maryland Department of the Environment

KCI did not receive a response from MDE prior to issuing this report. Any significant information received in the future, as well as any related changes in KCI's conclusions, will be forwarded as an addendum to this report.

4.3 Physical Setting Sources

The type and geological stratification of soils and bedrock, as well as the location, depth, and direction of groundwater flow, comprise the subject site's physical setting. KCI researched the physical setting of the subject site to help determine the potential routes of migration for subsurface contaminants.

4.3.1 Topography and Surface Drainage

Based on a review of topographic maps provided by EDR and observations made during the site reconnaissance, the subject property is approximately 491 feet above mean sea level (MSL). The topography at the subject property and adjacent properties appears to slope in a south/southeasterly direction. Surface runoff from the subject site and adjacent properties would therefore drain in a south/southeasterly direction.

4.3.2 Site Geology

The subject site is situated within the Piedmont Plateau physiographic province. In Maryland, the Piedmont Plateau extends from approximately the I-95 corridor westward to the Catoctin Mountains. The province is generally characterized by hard, crystalline igneous and metamorphic rocks. In the eastern

part of the Piedmont, the bedrock includes schist, gneiss, gabbro, and other highly metamorphosed sedimentary and igneous rocks of probable volcanic origin; in several places, these rocks have been intruded by granitic plutons and pegmatites.

According to the *Draft Physiographic Map of Maryland* (Maryland Geological Survey, September 2008), the subject site is mapped within the Hampstead Upland District of the Piedmont Plateau. The Hampstead Upland District consists of rolling to hilly uplands interrupted by steep-walled gorges. Differential weathering of adjacent contrasting lithologies produces distinctive ridges, hills, barrens, and valleys. Streams may have short segments of narrow, steep sided valleys.

4.3.3 Soils Information

Review of the United States Department of Agriculture's Soil Conservation Service indicates the soils beneath the subject property are comprised of Gladstone and Glenville soils. Gladstone soils have a loam surface texture, are deep and moderately deep, are moderately well and well drained, and have moderately coarse textures. Glenville soils have a silt loam surface texture, have slow infiltration rates due to layers impeding downward movement of water, are moderately well drained, and have moderately fine or fine textures.

4.4 Historical Use Information

As part of this assessment, KCI reviewed historic uses of the subject site and surrounding properties. Historic information and record sources searched for this purpose included: historic Sanborn fire insurance maps (Section 4.4.1), historic aerial photographs (Section 4.4.2), historic topographic maps (Section 4.4.3), and an historic city directory abstract (Section 4.4.4). These records were reviewed to identify historical site operations or conditions that may have impacted environmental conditions at the subject property.

4.4.1 Sanborn Fire Insurance Maps

KCI requested Sanborn Fire Insurance Maps covering the area of the subject property from EDR; a copy of the Sanborn "unmapped property" certification letter is provided in Appendix E of this report.

4.4.2 Aerial Photographs

KCI reviewed aerial photographs covering the area of the subject property dated 1943, 1952, 1957, 1964, 1966, 1971, 1979, 1981, 1988, 1992, 1998, 2009, 2013, and 2017. The aerial photographs were provided by EDR; copies are provided in Appendix F of this report. Information obtained from the review of aerial photography is provided as follows.

1943 and 1952 Aerial Photographs

The subject site appeared to be comprised primarily of undeveloped pasture land, with small portions being wooded. The adjacent properties and surrounding area appeared to be comprised of wooded and pasture land as well. A residence is visible to the northeast and a residence and orchard are visible to the northwest.

1957, 1964 and 1966 Aerial Photographs

The subject site and adjacent properties appear similar as in the previous aerial photographs. A structure is visible to the south of the subject site, and a golf course is visible to the southwest.

1971, 1979, 1981, 1988 and 1992 Aerial Photographs

The subject site and adjacent properties became increasingly wooded, and Interstate 70 is visible along the northern border of the subject site. The surrounding area appears similar as in the previous aerial photographs.

1998 and 2009 Aerial Photographs

A cart path, a golf green and two fairways are visible on the subject site, and another fairway is located adjacent to the north across I-70. Commercial and residential development is visible to the north of the subject site.

2013 and 2017 Aerial Photographs

The golf green and fairways are no longer visible on the subject site. A pathway or dirt road is visible on the southern portion of the subject site, and construction is visible on the northeast portion. Resort Road is visible along the eastern border of the subject site, and residences had been developed adjacent to the east and south.

4.4.3 Historic Topographic Maps

In support of this assessment, KCI reviewed a series of historic topographic maps covering the area of the subject site. EDR provided the historic topographic maps, which were dated 1890, 1892, 1894, 1906, 1908, 1944, 1946, 1953, 1966/1971, 1974/1979 and 2014. The review of historic topographic maps provides information concerning historic development of the subject property, including site grading, cutting and filling activities; general size and location of onsite structures; and, whether or not historic mining operations occurred on or near the subject site. Information from KCI's review of the historic topographic maps is provided below. Copies of the historic topographic maps are provided in Appendix G of this report.

1890, 1892 and 1894 Topographic Maps

No structures are illustrated on the subject property or adjacent properties on the 1890, 1892 and 1894 topographic maps. Various roads and tributaries are depicted throughout the surrounding area.

1906, 1908, 1944 and 1946 Topographic Maps

No structures are illustrated on the subject property. More roads are depicted in the surrounding area, and scattered structures are illustrated along the roads.

1953 Topographic Map

The 1953 topographic map appears similar to the previous maps, except that Route 40 is depicted to the southwest of the subject site.

1966/1971 and 1974/1979 Topographic Maps

No structures are illustrated on the subject site, and Interstate 70 is illustrated along the northern border of the site. A pond is depicted to the northeast of the subject site, an orchard is depicted to the northwest, and some development is illustrated to the south.

2014 Topographic Map

No structures are illustrated on the subject site. Various roads are depicted adjacent to the south of the subject site and in the surrounding area.

4.4.4 Historic City Directories

As part of this assessment, KCI reviewed the EDR City Directory Report for the subject site and the surrounding properties. City directories with dates ranging at approximately 5-year intervals from 1967 through 2014 were reviewed; directories prior to 2010 were not identified.

The EDR City Directory review indicated that the properties in the surrounding area of the subject site on Resort Road were listed primarily as commercial businesses. Of note, the property at 11071 Resort Road, located approximately 0.33 miles to the southwest of the subject site, was listed as Organic Cleaners and Tailors in 2014. This site was not identified in the databases reviewed. Based on this factor, and the distance from the subject site, this property does not appear to represent a REC to the subject site at this time. A copy of the EDR City Directory is included in Appendix H.

4.5 Environmental Lien Search

Mr. Mangione, Vice President of corporate general partner to Mangione Enterprises of Turf Valley Limited Partnership, provided a copy of the Environmental Covenant 16101/047.053 associated with Parcel 401, Lot 204 on the subject site. The environmental covenant pertains to a 393 square foot area located at the berm located within Lot 204 (adjacent to I-70). According to the covenant, the property owner is responsible for maintaining the integrity of the clean fill (berm) cap at all times, and conducting annual inspections of the area. A site specific Health and Safety Plan must be developed prior to conducting any excavation activities at the property, and any excavated soils must be tested, properly characterized, and disposed of in accordance with applicable laws. Any soils from this property also shall not be reused in current or future residential areas and/or areas zoned for residential use. A copy of the Environmental Covenant is included with the User Questionnaire in Appendix B.

At KCI's request, EDR completed a review of land records and title information pertaining to the subject site in order to search for evidence of Environmental Liens or Activity and Use Limitations. EDR did not find evidence of any Environmental Liens associated with the subject site. EDR did identify an Activity and Use Limitation recorded on August 17, 2015 regarding the "Common Areas Deed". This deed identifies the same area and clean fill (berm) cap discussed above, and states that any soil excavated or otherwise removed from the clean fill berm area must be tested, properly characterized, and disposed of in accordance with applicable law(s). Soil from the clean fill berm area shall not be reused in residential areas. A copy of the EDR Lien Search Report is included in Appendix I.

4.6 Vapor Encroachment Screen

KCI completed a Vapor Encroachment Screening (VES) for the subject property using The EDR Vapor Encroachment Condition (VEC) Application. The purpose of the VES was to evaluate the potential for

contaminated vapors migrating onto the subject property as a result of contaminated soil and groundwater on or near the subject property. The VES was completed in general accordance with the requirements of ASTM E2600-10, "Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions."

The subject site and three off-site properties were identified within the ASTM-specified approximate minimum search distance (0.33 mile for chemicals of concern and 0.10 mile for petroleum). Table 4-4 below summarizes the findings of the VES.

Table 4-4: Summary of VES Findings			
Facility	Direction/ Distance	Topographic Location Relative to Subject Site	Comments
Berm Cap Adjacent to Interstate 70 – Villages at Turf Valley Phase 2, Open Space Lot 204	TP	TP	VEC cannot be ruled out – Potential contamination of soil in berm
Turf Valley Villages Phase 1 and 3 2700 Turf Valley Road	TP and Adjacent to S and SW	TP and Adjacent to S and SW	VEC unlikely – COC issued and VCP
Waverly Woods Shell 10781 Birmingham Way	North 0.10 miles	Upgradient	VEC unlikely- Source not within the critical distance (100'); No release
Turf Valley Maintenance Facility – Villages Phase 4 10090 Resort Road	South 0.13 miles	Downgradient	VEC unlikely- Source not within the critical distance (100')
Oakmont at Turf Valley 11030, 11050, 11070 and 11090 Resort Road	SW 0.17 miles	Downgradient	VEC unlikely- Source not within the critical distance (100')

The Berm Cap Adjacent to Interstate 70 – Villages at Turf Valley Phase 2, Open Space Lot 204, located at the subject site, was included on the LRP website. An Environmental Covenant is also associated with the berm cap, an area of approximately 393 square feet, at Lot 204. Based on the potential contamination of the soils buried within the berm, KCI concludes a VEC at the subject site cannot be ruled out.

The remaining offsite properties listed above have completed cleanups reported and/or no release reported, are located outside of the critical distance, and/or have closed regulatory status, and therefore KCI concludes that a VEC at the subject site due to offsite properties is unlikely.

5.0 Site Reconnaissance

As part of this assessment, KCI conducted a visual site reconnaissance of the subject site. The site reconnaissance was performed to search for evidence of: hazardous waste/materials; leaks or spills; stressed vegetation or soil discoloration; drinking water/environmental monitoring wells; environmental remediation activities; storage drums; industrial or commercial refuse; herbicide or pesticide containers; farm waste; septic systems; aboveground storage tanks (ASTs); underground storage tanks (USTs); pipelines; industrial/manufacturing or similar environmentally-sensitive operations or conditions; rail spurs; ruins; landfills or illicit dumping; air emissions/waste water discharges; leachate or seeps; surface or ground water contamination; and/or PCB-containing articles.

5.1 Methodology and Limiting Conditions

Ms. Michelle Gounaris completed the site reconnaissance on September 12, 2018. Ms. Gounaris performed the site reconnaissance by completing a walk around the perimeter of the subject site, followed by regularly-spaced traverses of the interior portions of the property. Finally, KCI conducted a brief reconnaissance of properties located adjacent to the subject site. Site photographs obtained during the site reconnaissance are included in Appendix A to this report.

5.2 General Site Setting

The subject site is a wooded and brush-covered area with an asphalt paved walking path located in areas of the site. A berm is located along the north end of the site and a brush/grass-covered pathway runs through the center of the site. The vicinity of the subject site is primarily occupied by a golf course, I-70, and residential development. Surface topography across the area of the subject site generally slopes to the south/southeast.

5.3 Observations

During the performance of this ESA, KCI observed the subject site to search for evidence of Recognized Environmental Conditions (RECs). Information provided in the following sections details observations made during the site reconnaissance. Additional information revealed during this assessment has also been incorporated into these sections as necessary.

5.3.1 Solid and Hazardous Waste Generation, Storage, and Disposal

No indications of hazardous waste generation, storage, or disposal were observed during the site reconnaissance. KCI surveyed the land and noted minimal quantities of household trash and a discarded plastic pipe located at the subject site. Other than the observed nuisance waste, no evidence of current on-site waste generation, storage or disposal was observed.

5.3.2 Underground and Aboveground Storage Tanks

Based on the findings from KCI's observations during the site reconnaissance, KCI has not identified any current or historic underground or aboveground storage tanks in association with the subject site.

5.3.3 Drums and Bulk Storage Containers

During the site reconnaissance, KCI did not identify any drums or bulk storage containers.

5.3.4 Chemical Storage Areas

During the reconnaissance of the subject site, KCI did not observe any chemical storage areas.

5.3.5 Potential Sources of Polychlorinated Biphenyls

Polychlorinated biphenyls (PCBs) are synthetic organic chemicals used in some electrical transformers, hydraulic systems, fluorescent light ballasts, electrical panels, or other similar equipment. PCBs can be found in liquid, solid or vapor form, and are usually colorless or light yellow. PCB content in electrical transformers has been categorized into three classifications by the federal government. Those units that contain less than 50 parts per million (ppm) are defined as non-PCB. Units that contain between 50 ppm

and less than 500 ppm of PCBs are defined as PCB-contaminated. Units with a PCB content of 500 ppm and greater are classified as PCB transformers. The production of PCBs was stopped in the U.S. in 1977 because of mounting evidence that they build up in the environment and cause harmful effects.

KCI did not observe any potential PCB-containing equipment at the subject site.

5.3.6 Unusual Odors

KCI identified no unusual odors during the site reconnaissance.

5.3.7 Pools of Liquid

KCI did not identify any pools of liquid during the site reconnaissance.

5.3.8 Pits, Ponds, and Lagoons

KCI did not identify any pits, ponds, and lagoons during the site reconnaissance.

5.3.9 Staining or Stressed Vegetation

KCI did not identify staining or stressed vegetation during the reconnaissance.

5.3.10 Drains and Sumps

Drains and sumps can provide a route for hazardous materials, chemicals, or other contaminants to migrate into the subject site's soil and/or groundwater in the event that a release of such materials occurs. During the reconnaissance of the subject site, KCI observed a storm water drain at the south end of the subject site and a storm water outlet at the north end of the subject site. KCI did not observe evidence of staining on or around the observed drain and outlet that might indicate a release of chemicals into the drains had occurred.

5.3.11 Wells and Septic Systems

KCI did not identify any wells or septic systems during the reconnaissance.

6.0 Interviews

KCI spoke with Mr. Lou Mangione, owner of Lot CC and Lot 204, regarding the environmental covenant on Lot 204. He reported that soil from another golf course property that he was developing was buried within the berm located on the Lot. He indicated that the soil may be perfectly clean; however, the soil was not tested as per Code 16.129 for redevelopment of golf courses. Rather than do the testing of the soil, he had opted to bury it at the bottom of the berm. He reported that he does a visual inspection of the area every 3rd week in January to make sure the area is not disturbed. Mr. Mangione indicated that in late 1988 a golf hole was developed on the property, and that the green may have been located where the berm is now, which is relatively new soil. He had worked with the Howard County Health Department during this process.

KCI spoke with Mr. John Hock, Property Administrator for the owner (Mangione Enterprises of Turf Valley Limited Partnership). He has been familiar with the site for 20 years and was not aware of any environmental issues, chemicals, or tanks in association with the subject site.

The Client and Mangione Enterprises of Turf Valley Limited Partnership have provided KCI with completed “User Questionnaires” (see Section 3.0). The responses provided in the questionnaires both indicate that the property was previously undeveloped land and that environmental conditions may limit the development of the site.

7.0 Data Gaps

ASTM defines a data gap as a “lack or inability to obtain information via the practice despite good faith efforts by the environmental professional to gather such information”. KCI did not have access to MDE or Howard County regulatory files prior to the issuance of this report. The inability to review information regarding the subject site property represents a Data Gap for this assessment.

8.0 Findings and Opinion

KCI has completed a Phase I Environmental Site Assessment for the Turf Valley Site, located to the northwest of Resort Road in Ellicott City, Maryland. This assessment was performed to identify RECs in connection with the subject property. A discussion of the significant findings from this assessment is provided below.

8.1 Operating History

The subject site is presently occupied by vacant, wooded and brush-covered area. KCI’s review of historic aerial photographs and topographic maps suggests that the subject property was undeveloped pasture land from at least 1943 through 1992. A cart path, golf green and two fairways were present on the subject site from at least 1998 to 2009. In general, management of golf course involves the applications of herbicides, pesticides and fertilizers, and can result in the contamination of soils, and sometimes groundwater, by these treatment chemicals. Based on the potential presence of residual contamination from these treatment chemicals, KCI concludes that the historical use of the subject site represents a Recognized Environmental Condition (REC).

Turf Valley Villages Phase 1 and 3 at 2700 Turf Valley Road, located partially on the subject site and adjacent to the south and southwest of the subject site, was included in the LRP website. According to the LRP factsheet, multiple environmental studies have been conducted at the site. In August of 2004, surface soil samples taken from existing tees, greens and fairways during a Phase II ESA revealed concentrations of arsenic, mercury and lead. In May of 2005, soil samples taken at the site revealed lead and arsenic concentrations. After the soils were excavated, soil samples taken did not reveal any metal concentrations above MDE Cleanup Standards. Another investigation between October and December of 2009 indicated the presence of some metals, including elemental mercury, in the soil samples were all below EPA MCLs. Despite the levels, mercury vapor samples were taken in March of 2010 and were found to not pose a vapor intrusion to indoor air risk at the site. A Certificate of Completion (COC) was issued to Villages at Turf Valley LLC on December 16, 2010 prohibiting the use of groundwater below the property for any purpose. The property has reportedly completed all VCP requirements and the VCP applications are no longer active. Due to the issued COC for the property, KCI concludes that the inclusion of Turf Valley Villages Phase 1 and 3 on the LRP website represents a Historic REC.

8.2 Drains and Sumps

KCI observed a stormwater drain at the south end of the subject site and a storm water outlet at the north end of the subject site. KCI did not observe evidence of staining on or around the observed drain and outlet that might indicate a release of chemicals into the drains had occurred. The stormwater drainage

ditches are for the drainage of stormwater and therefore would not appear to represent an environmental concern.

8.3 Off-Site Concerns

During the review of environmental regulatory databases conducted in support of this assessment, KCI identified records of several off-site properties located in the vicinity of the subject property.

The Waverly Woods Shell at 10781 Birmingham Road, located approximately 0.10 miles to the north of the subject site, was included on the OCPCASES registry. A case was opened on July 2, 2010 for a new installation of a motor/lube oil tank, and was closed on November 1, 2017. No release was reported. Based on the distance from the subject site and the closed case status with no release reported, the inclusion of the Waverly Woods Shell in the OCPCASES database does not appear to represent a REC to the subject site at this time.

Turf Valley Maintenance Facility – Villages Phase 4 at 10090 Resort Road, located approximately 0.13 miles to the south of the subject site, was included on the LRP website. According to the LRP factsheet, four environmental studies were conducted from 2005 to 2007. An investigation in November of 2005 revealed concentrations of arsenic, lead, xylenes, chlordane and diesel range organic (DRO) total petroleum hydrocarbons (TPH) in the soils. An investigation in October of 2007 revealed concentrations of arsenic, lead, mercury, hexachlorobenzene and pesticides in the soils. Following this investigation, approximately two feet of soil from the sampled areas was removed and replaced with aggregate fill. Another investigation in May of 2008 revealed metal in the soils at concentrations lower than EPA Maximum Contaminant Levels (MCL). Between January and April in 2011, a Response Action Plan (RAP) was implemented at the site, and soil samples taken from the excavated areas did reveal any contaminants above established cleanup criteria. A Certificate of Completion (COC) was issued to Villages at Turf Valley LLC on May 2, 2011 prohibiting the use of groundwater below the property for any purpose, and requiring long term monitoring of soils in one of the investigated areas. The property has reportedly completed all VCP requirements and the VCP applications are no longer active. Due to the topographic position of the property relative to the subject site and the issued COC for the property, KCI concludes that the inclusion of Turf Valley Maintenance Facility – Villages Phase 4 on the LRP website does not appear to represent a REC to the subject site at this time.

Oakmont at Turf Valley at 11030, 11050, 11070 and 11090 Resort Road, located approximately 0.17 miles to the southwest of the subject site, was included on the LRP website. According to the LRP factsheet, multiple environmental studies have been conducted at the site in May of 2005, August, of 2007, and May of 2008. These investigations revealed metals, including Mercury, in the soil at concentrations below MDE Cleanup Standards. The property was issued a No Further Requirement Determined (NFRD) status on July 22, 2008, and the VCP denied and application on August 6, 2008. Due to the topographic position of the property relative to the subject site, KCI concludes that the inclusion of Oakmont at Turf Valley on the LRP website does not appear to represent a REC to the subject site at this time.

The remaining properties listed in environmental regulatory databases would not appear to represent a REC to the subject site based on distances from subject site, and/or topographic positions relative to the subject site, and/or closed case status(s).

9.0 Conclusions

KCI has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-13 of the Turf Valley Site, located to the northwest of Resort Road in Ellicott City, Maryland 21042. Any exceptions to, or deletions from, this practice are described in Sections 1.4 and/or 1.5 of this report. This assessment has revealed evidence of the following RECs in connection with the subject property:

- The historic use of the subject site as a golf course
- The potential presence of contaminated soils buried within the berm on a portion of the subject site (Lot 204)

10.0 Opinion Regarding Need for Additional Investigation

If the Client requires additional certainty regarding the potential for contamination resulting from the historic use of the subject site and/or the berm associated with Lot 204, then additional environmental investigation (e.g., Screening-Level Phase II ESA, groundwater and soil sampling and analysis) would be required.

APPENDIX A

Site Photographs



1. View of central area of subject site facing north



4. View of adjacent residences located to the south/southwest of the subject site



2. View of adjacent roadway and residence located to the south of the subject site



5. View of adjacent residence located to the south of the subject site



3. View of storm water drain located at the south end of the subject site



6. Remnants of a wooden fence located along the western portion of the subject site



7. View of adjacent wooded property located to the west of the subject site



10. View of brush-covered area at the northern portion of the subject site



8. View of broken asphalt and walkway at the north/central area of the subject site



11. View of I-70 located adjacent to the north of the subject site



9. View of sound berm located at the north end of the subject site



12. View of stormwater outlet located at the north end of the subject site



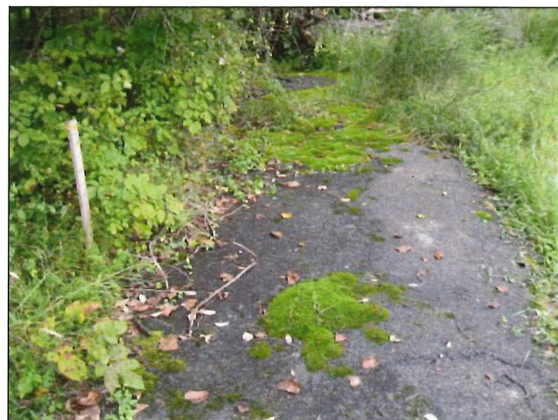
13. View of tree planting on berm at the northeast end of the subject site



16. View of random trash and wood debris at the subject site



14. View of adjacent residential property located to the east/southeast of the subject site



17. View of asphalt-paved walkway located at the east/central area of the subject site



15. View of Resort Road and adjacent residential property located to the east/southeast of subject site



18. View of eastern wooded area of the subject site

APPENDIX B

User Questionnaire

Phase I Environmental Site Assessment "User" Questionnaire

Property Being Assessed: Mangione Enterprises Turf Valley, Parcel 0401, Lot CC-2

Date of Completion of Questionnaire: August 24, 2018

"User" of Phase I ESA: Howard County Public School System

Name of "User" Representative: Daniel Lubeley

Title: Daniel Lubeley, Manager, Design and Preconstruction Services

Standard ASTM "User" Questions:

(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).

Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

No Leans are known of by HCPSS.

(2.) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).

Are you aware of any Activity and Use Limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

No Leans are known of by HCPSS.

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

The current site is undeveloped. The adjacent properties are residential. The intent would be to locate a school on this property.

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

Property currently owned by Mangione Enterprises Turf Valley and would be purchased by Howard County. Once purchased, the county would transfer the property to the school system. The school system is not directly involved with the purchase of the property or negotiations.

(5.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).**

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,

(a.) Do you know the past uses of the property?

Previous uses of the property are unknown. Current use is listed as Commercial per county assessments and taxation.

(b.) Do you know of specific chemicals that are present or once were present at the property?

No

(c.) Do you know of spills or other chemical releases that have taken place at the property?

No

(d.) Do you know of any environmental cleanups that have taken place at the property?

No

(6.) **The degree of obviousness of the presence of likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**

As the user of this ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?

None

Signature of User:



Date: 09.07.18

Definitions:

Activity and Use Limitations: Legal or physical restrictions or limitations on the use of, or access to, a site or facility: (1) to reduce or eliminate potential exposure to hazardous substances or petroleum products in the soil or ground water on the property, or (2) to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. These legal or physical restrictions, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil or ground water on the property.

Actual Knowledge: The knowledge actually possessed by an individual who is a real person, rather than an entity. Actual knowledge is to be distinguished from constructive knowledge that is knowledge imputed to an individual or entity.

Recognized Environmental Conditions: The presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are not recognized environmental conditions.

Reasonably Ascertainable: Information that is (1) publicly available, (2) obtainable from its source within reasonable time and cost constraints, and (3) practically reviewable.

Phase I Environmental Site Assessment "User" Questionnaire

Property Being Assessed: TAX MAP 16, Grid 11, Parcel 454, Lot CC
TAX MAP 16, Grid 11, Parcel 454, Lot 204

Date of Completion of Questionnaire: 9/6/18

"User" of Phase I ESA: Mangione Enterprises of Turf Valley Limited Partnership

Name of "User" Representative: Louis Mangione

Title: V.P. of corporate general partner

Standard ASTM "User" Questions:

(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).

Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

No

(2.) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).

Are you aware of any Activity and Use Limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Environmental Covenant 16181/047-053. (Copy attached) on lot 204
Forest Conservation Easement on lot 204

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Yes

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

Purchase price is lower than Fair Market Value because the owner is willing to sell the land to the County for a elementary school.

(5.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,

(a.) Do you know the past uses of the property? *Yes*

(b.) Do you know of specific chemicals that are present or once were present at the property? *No*

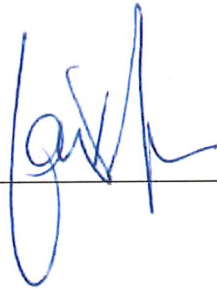
(c.) Do you know of spills or other chemical releases that have taken place at the property? *No*

(d.) Do you know of any environmental cleanups that have taken place at the property? *No*

(6.) The degree of obviousness of the presence of likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

As the user of this ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property? *No*

Signature of User:



Date:

9/6/18

Definitions:

Activity and Use Limitations: Legal or physical restrictions or limitations on the use of, or access to, a site or facility: (1) to reduce or eliminate potential exposure to hazardous substances or petroleum products in the soil or ground water on the property, or (2) to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. These legal or physical restrictions, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil or ground water on the property.

Actual Knowledge: The knowledge actually possessed by an individual who is a real person, rather than an entity. Actual knowledge is to be distinguished from constructive knowledge that is knowledge imputed to an individual or entity.

Recognized Environmental Conditions: The presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are not recognized environmental conditions.

Reasonably Ascertainable: Information that is (1) publicly available, (2) obtainable from its source within reasonable time and cost constraints, and (3) practically reviewable.

ENVIRONMENTAL COVENANT

SITE NAME: Berm Cap Adjacent to Interstate 70 – Villages at Turf Valley Phase 2, Open Space Lot 204

PROPERTY ADDRESS: Villages at Turf Valley, Open Space Lot 204, Ellicott City, Maryland 21042

This Environmental Covenant is executed pursuant to the provisions of Subtitle 8, Title 1 of the Environment Article, Ann. Code of Md. (2007 Repl. Vol.). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Maryland Department of the Environment (Department).

1. **Property Affected.** The property affected (Property) by this Environmental Covenant is the 393 square feet berm cap adjacent to Interstate 70 located within Open Space Lot 204 in the Villages at Turf Valley Phase 2, Ellicott City, Howard County, Maryland.

A map of the Property is attached to this Environmental Covenant as Exhibit A. A complete metes and bounds description of the Property is attached to this Environmental Covenant as Exhibit B.

The postal street address of the Property is: Refer to map of Property attached as Exhibit A.

The County Land Records Deed Reference: Liber 920, Folio 250.

The tax parcel information for the property is: Refer to map of Property attached as Exhibit A.

The Maryland Department of Assessment and Taxation Real Property Account Identifier is: Refer to complete metes and bounds description of the Property attached as Exhibit B.

The Property has been known by the following names:

- Villages at Turf Valley Phase 2, Section 1
- Open Space Lot 204
- Turf Valley Maintenance Facility

2. **Property Owner/Holder.** Mangione Enterprises of Turf Valley Limited Partnership is the owner of the Property. The mailing address of the Owner is/are: 1205 York Road, Suite 39C, Lutherville, Maryland 21093.

3. **Holder/Grantee.** Mangione Enterprises of Turf Valley Limited Partnership; Maryland Department of the Environment located at 1800 Washington Boulevard, Baltimore, Maryland 21230.

4. **Regulatory Program(s) Issuing Departmental Determination.** The following regulatory program(s) within the Department is responsible for having issued a determination requiring the use of this Environmental Covenant:

- Voluntary Cleanup Program
- Controlled Hazardous Substance Enforcement Program

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 16181, p. 0047, MS E53_16172. Date available 05/14/2015. Printed 08/05/2015.

- Oil Control Program
- Solid Waste Program
- Other Program within the Department: Land Restoration Program

5. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

- a. The property owner shall maintain the integrity of the clean fill (berm) cap on the Property at all times. At a minimum, the property owner shall maintain records of the results of annual inspections of the clean fill (berm) cap conducted within the first 90 days of each calendar year and have the records available upon request by the Department. All deficiencies noted during each annual inspection shall be corrected within 30 days thereafter and so documented in the maintenance record. All documentation shall be maintained for a period of at least 10 years.
- b. Prior to conducting any excavation activities at the property a site specific Health and Safety Plan for all personnel will be developed, implemented and maintained on-site. The Health and Safety Plan must include appropriate dust control measures and air monitoring to ensure that all worker protection requirements are met. All personnel will be made aware of the Health and Safety Plan.
- c. Any soil excavated or otherwise removed from this property must be tested, properly characterized and disposed of in accordance with applicable law(s). Soil from this property shall not be reused in current or future residential areas and/or areas zoned for residential use.

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Access by the Department.** In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department a right of access of the Property to implement or enforce this Environmental Covenant.

8. **Recordation & Filing with Registry.** The Owners shall record this Environmental Covenant in the Land Records of Howard County and following execution of the covenant, send proof of the recording to the Department within 30 days of recordation. This Environmental Covenant shall be filed as soon as possible after execution in the Registry of Environmental Covenants maintained by the Department.

9. **Termination or Modification.** This Environmental Covenant may only be terminated or modified in accordance with Section 1-809 of the Environment Article, Ann. Code of Md. (2007 Repl. Vol.).

10. **Department's Address.** Communications with the Department regarding this Environmental Covenant shall be sent to: Registry of Environmental Covenants, Maryland Department of the Environment, Land Management Administration, Land Restoration Program, 1800 Washington Blvd., Baltimore, MD 21230.

IN WITNESS WHEREOF, the parties hereto have caused this Environmental Covenant to be executed and delivered as of the day and year first above written.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

ATTEST:
FOR THE HOLDER
MARYLAND DEPARTMENT OF THE ENVIRONMENT
LAND MANAGEMENT ADMINISTRATION



Horacio Tablada, Director
Land Management Administration

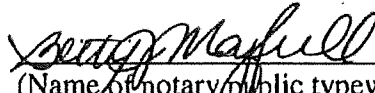
STATE OF MARYLAND

COUNTY OF Baltimore)
) SS:

On this 27th day of April, 2015, before me, the undersigned, personally appeared Horacio Tablada, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

BETTY J. MAYFIELD
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES JULY 27, 2018



(Name of notary public typewritten or printed)
Notary Public

My commission expires: July 27, 2018


IN WITNESS WHEREOF, the parties hereto have caused this Environmental Covenant to be executed and delivered as of the day and year first above written.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

ATTEST:

FOR THE HOLDER

Mangione Enterprises of Turf Valley Limited Partnership,
a Maryland Corporation ~~Corporation~~ Limited PARTNERSHIP



Signature

LOUIS MANGIONE
Printed Name

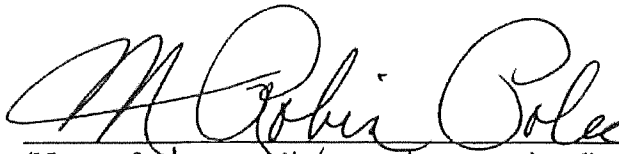
VICE PRESIDENT
Title TURF VALLEY, INC., GENERAL PARTNER

STATE OF MARYLAND

COUNTY OF Baltimore) SS:

On this 4th day of MAY, 2015, before me, the undersigned, personally appeared LOUIS MANGIONE, who acknowledged himself/~~herself~~ to be the Vice Pres. of TURF VALLEY, INC., G.P. Mangione Enterprises of Turf Valley Limited Partnership, a corporation, and that he/~~she/they~~, as such Vice Pres. being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself/themselves~~ as Vice President.

In witness whereof, I hereunto set my hand and official seal.



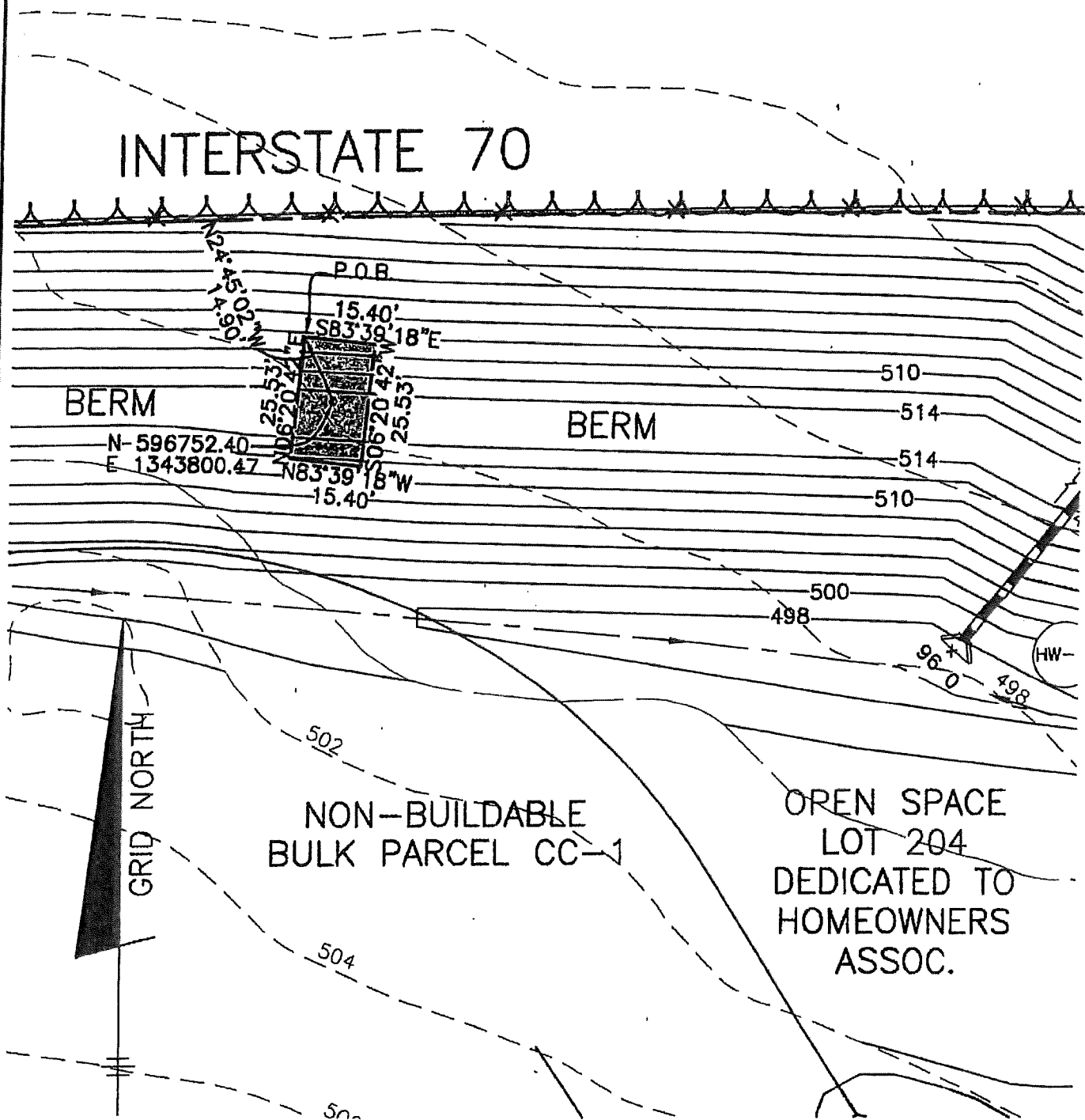
(Name of notary public typewritten or printed)
Notary Public M. ROBIN POLEC

My commission expires: _____



EXHIBIT A

INTERSTATE 70



VILLAGES AT TURF VALLEY
 PHASE 2, SECTION 1
 OPEN SPACE LOT 204
 EXHIBIT 'A'

DATE: FEBRUARY 12, 2015
 SCALE: 1" = 50'



DESCRIPTION
393 sf Fill Dirt Area

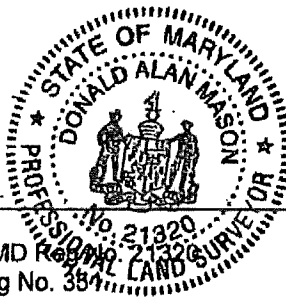
BEING a strip of land, as described as follows, in, through, over and across the property of Mangione Enterprises of Turf Valley, Limited Partnership acquired from Turf Valley Associates by deed dated December 20, 1978 and recorded among the land records of Howard County, Maryland in Liber 920 at Folio 250.

BEGINNING AT A POINT, said point being North 24 degrees 45 minutes 02 seconds WEST, 14.90 feet from the center of the fill area, said center having a Coordinate in the NAD 83 Datum of North 596752.40, East 1343800.47 as shown in the attached Exhibit, thence, running the following four (4) courses and distances;

1. South 83 degrees 39 minutes 18 seconds East, 15.40 feet to a point, thence,
2. South 06 degrees 20 minutes 42 seconds West, 25.53 feet to a point, thence,
3. North 83 degrees 39 minutes 18 seconds West, 15.40 feet to a point, thence,
4. North 06 degrees 20 minutes 42 seconds East, 25.53 feet, to the **POINT OF BEGINNING**.

The area contained by the foregoing amounts to 393 square feet of land, more or less, and is subject to any rights-of-way, easements or encumbrances of record and all covenants and agreements of record or otherwise appertaining there to.

Donald A. Mason



2-12-15

Donald A. Mason
Registered Professional Land Surveyor MD Reg No. 21320
For Benchmark Engineering, Inc. MD Reg No. 354

Professional Certification:

I hereby certify that this document was prepared by me under my responsible charge and that I am a duly licensed Professional Land Surveyor under the laws of the state of Maryland, license no. 21320, expiration 1-7-2017.

LR - Covenant	
Recording Fee	20.00
Declarant Name:	
Mangione Enterprises	
Reference/Control #:	
93	
LR - Covenant	
Surcharge	40.00
Sub Total:	60.00
Total:	80.00
05/08/2015 12:06	CC13-KD
#44220858 C09503	
Howard Co	
Columbia/CC05.03.09	
Register 09	

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Howard

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Consideration Amount
Finance Office Use Only
Transfer and Recordation Tax Consideration

5 Fees
Amount of Fees
Doc. 1
Doc. 2
Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

6 Description of Property
SDAT requires submission of all applicable information.
A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Joe LaVerghetta, Esq
Firm
Address: 1225 YORK Rd Luthersville 21093
Phone: 410-825-8428

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Yes No
Yes No
Yes No

Assessment Use Only - Do Not Write Below This Line
Terminal Verification
Agricultural Verification
Whole
Part
Tran. Process Verification
Transfer Number:
Date Received:
Deed Reference:
Assigned Property No.:

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (8/95)

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 16181, p. 0053, MSA, CE53, 16172. Date available 05/14/2015. Printed 08/05/2015.

Space Reserved for County Validation
Circuit Court Clerk Recording Validation

APPENDIX C

Environmental Database Report

Turf Valley Site

Resort Road
Ellicott City, MD 21042

Inquiry Number: 5418975.2s
September 11, 2018

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

RESORT ROAD
ELLCOTT CITY, MD 21042

COORDINATES

Latitude (North): 39.3042370 - 39° 18' 15.25"
Longitude (West): 76.8902530 - 76° 53' 24.91"
Universal Transverse Mercator: Zone 18
UTM X (Meters): 337012.8
UTM Y (Meters): 4352033.5
Elevation: 491 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 6050255 SYKESVILLE, MD
Version Date: 2014

East Map: 6050223 ELLICOTT CITY, MD
Version Date: 2014

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20150724
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:
 RESORT ROAD
 ELLICOTT CITY, MD 21042

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	WAVERLY WOODS SHELL	10781 BIRMINGHAM WAY	UST, Financial Assurance	Higher	1319, 0.250, North
A2	WAVERLY WOODS SHELL	10781 BIRMINGHAM WAY	OCPCASES	Higher	1319, 0.250, North
B3	ALPHA RIDGE MUNICIPA	2350 MARRIOTTSVILLE	ENG CONTROLS	Lower	2065, 0.391, West
B4	ALPHA RIDGE LANDFILL	2350 MARRIOTTVILLE R	OCPCASES	Lower	2065, 0.391, West
B5	ALPHA RIDGE LANDFILL	2360 MARRIOTTSVILLE	OCPCASES	Lower	2065, 0.391, West
B6	ALPHA RIDGE MUNICIPA	2350 MARRIOTTSVILLE	SWF/LF, OCPCASES, NPDES	Lower	2065, 0.391, West
B7	ALPHA RIDGE LANDFILL	2350 MARRIOTSVILLE R	OCPCASES	Lower	2067, 0.391, West

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List
Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY..... Federal Facility Site Information listing
SEMS..... Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG..... RCRA - Large Quantity Generators
RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS..... Land Use Control Information System
US ENG CONTROLS..... Engineering Controls Sites List

EXECUTIVE SUMMARY

US INST CONTROL..... Sites with Institutional Controls

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent CERCLIS

SHWS..... Notice of Potential Hazardous Waste Sites

State and tribal leaking storage tank lists

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

HIST LUST..... Recovery Sites

State and tribal registered storage tank lists

FEMA UST..... Underground Storage Tank Listing

AST..... Permitted Aboveground Storage Tanks

INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

INST CONTROL..... Voluntary Cleanup Program Applicants/Participants

State and tribal voluntary cleanup sites

INDIAN VCP..... Voluntary Cleanup Priority Listing

VCP..... Voluntary Cleanup Program Applicants/Participants

State and tribal Brownfields sites

BROWNFIELDS..... Eligible Brownfields Properties

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY..... Recycling Directory

INDIAN ODL..... Report on the Status of Open Dumps on Indian Lands

DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations

ODL..... Open Dump Inventory

IHS OPEN DUMPS..... Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL..... Delisted National Clandestine Laboratory Register

US CDL..... National Clandestine Laboratory Register

Local Lists of Registered Storage Tanks

HIST UST..... Historical UST Registered Database

EXECUTIVE SUMMARY

Local Land Records

LIENS 2..... CERCLA Lien Information

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System
SPILLS 90..... SPILLS 90 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR..... RCRA - Non Generators / No Longer Regulated
FUDS..... Formerly Used Defense Sites
DOD..... Department of Defense Sites
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR..... Financial Assurance Information
EPA WATCH LIST..... EPA WATCH LIST
2020 COR ACTION..... 2020 Corrective Action Program List
TSCA..... Toxic Substances Control Act
TRIS..... Toxic Chemical Release Inventory System
SSTS..... Section 7 Tracking Systems
ROD..... Records Of Decision
RMP..... Risk Management Plans
RAATS..... RCRA Administrative Action Tracking System
PRP..... Potentially Responsible Parties
PADS..... PCB Activity Database System
ICIS..... Integrated Compliance Information System
FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS..... Material Licensing Tracking System
COAL ASH DOE..... Steam-Electric Plant Operation Data
COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER..... PCB Transformer Registration Database
RADINFO..... Radiation Information Database
HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS..... Incident and Accident Data
CONSENT..... Superfund (CERCLA) Consent Decrees
INDIAN RESERV..... Indian Reservations
FUSRAP..... Formerly Utilized Sites Remedial Action Program
UMTRA..... Uranium Mill Tailings Sites
LEAD SMELTERS..... Lead Smelter Sites
US AIRS..... Aerometric Information Retrieval System Facility Subsystem
US MINES..... Mines Master Index File
ABANDONED MINES..... Abandoned Mines
FINDS..... Facility Index System/Facility Registry System
UXO..... Unexploded Ordnance Sites
DOCKET HWC..... Hazardous Waste Compliance Docket Listing
ECHO..... Enforcement & Compliance History Information
FUELS PROGRAM..... EPA Fuels Program Registered Listing
AIRS..... Permit and Facility Information Listing
ASBESTOS..... Asbestos Notification Listing
COAL ASH..... Coal Ash Disposal Site Listing
DRYCLEANERS..... Registered Drycleaning Facilities
Financial Assurance..... Financial Assurance Information Listing

EXECUTIVE SUMMARY

MANIFEST..... Hazardous Waste Manifest Information Listing
 LEAD..... Lead Inspection Database
 LRP..... Land Restoration Program
 NPDES..... Wastewater Permit Listing
 UIC..... Underground Injection Wells Database

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP..... EDR Proprietary Manufactured Gas Plants
 EDR Hist Auto..... EDR Exclusive Historical Auto Stations
 EDR Hist Cleaner..... EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List
 RGA LF..... Recovered Government Archive Solid Waste Facilities List
 RGA LUST..... Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: The Solid Waste Facilities/Landfill Sites records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. The data come from the Department of the Environment's list: Permitted Solid Waste Disposal Facilities.

A review of the SWF/LF list, as provided by EDR, and dated 07/31/2018 has revealed that there is 1 SWF/LF site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>ALPHA RIDGE MUNICIPAL</i> Facility ID: 2016-WMF-0110 Facility ID: 2017-WPT-0578	<i>2350 MARRIOTTSVILLE</i>	<i>W 1/4 - 1/2 (0.391 mi.)</i>	<i>B6</i>	<i>10</i>

EXECUTIVE SUMMARY

State and tribal leaking storage tank lists

OCPCASES: Cases monitored by the Oil Control Program.

A review of the OCPCASES list, as provided by EDR, and dated 07/13/2018 has revealed that there are 5 OCPCASES sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
WAVERLY WOODS SHELL Date Closed: 11/01/2017 Facility Status: CLOSED Facility Id: 11-0014HO	10781 BIRMINGHAM WAY	N 1/8 - 1/4 (0.250 mi.)	A2	9
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
ALPHA RIDGE LANDFILL Date Closed: 06/18/1998 Facility Status: CLOSED Facility Id: 98-2453HO	2350 MARRIOTTVILLE R	W 1/4 - 1/2 (0.391 mi.)	B4	9
ALPHA RIDGE LANDFILL Date Closed: 05/04/2000 Facility Status: CLOSED Facility Id: 00-0683HO	2360 MARRIOTTSVILLE	W 1/4 - 1/2 (0.391 mi.)	B5	10
ALPHA RIDGE MUNICIPAL Date Closed: 05/30/1991 Date Closed: 02/10/2003 Facility Status: CLOSED Facility Id: 91-2295HO Facility Id: 93-0100HO	2350 MARRIOTTSVILLE	W 1/4 - 1/2 (0.391 mi.)	B6	10
ALPHA RIDGE LANDFILL Date Closed: 09/22/2015 Facility Status: CLOSED Facility Id: 16-0071HO	2350 MARRIOTTSVILLE R	W 1/4 - 1/2 (0.391 mi.)	B7	17

State and tribal registered storage tank lists

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of the Environment's Listing of Underground Storage Tanks Reported in Maryland.

A review of the UST list, as provided by EDR, and dated 06/30/2018 has revealed that there is 1 UST site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
WAVERLY WOODS SHELL Facility Id: 20267 Tank Status: Currently In Use	10781 BIRMINGHAM WAY	N 1/8 - 1/4 (0.250 mi.)	A1	8

EXECUTIVE SUMMARY

State and tribal institutional control / engineering control registries

ENG CONTROLS: Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

A review of the ENG CONTROLS list, as provided by EDR, and dated 11/10/2008 has revealed that there is 1 ENG CONTROLS site within approximately 0.5 miles of the target property.

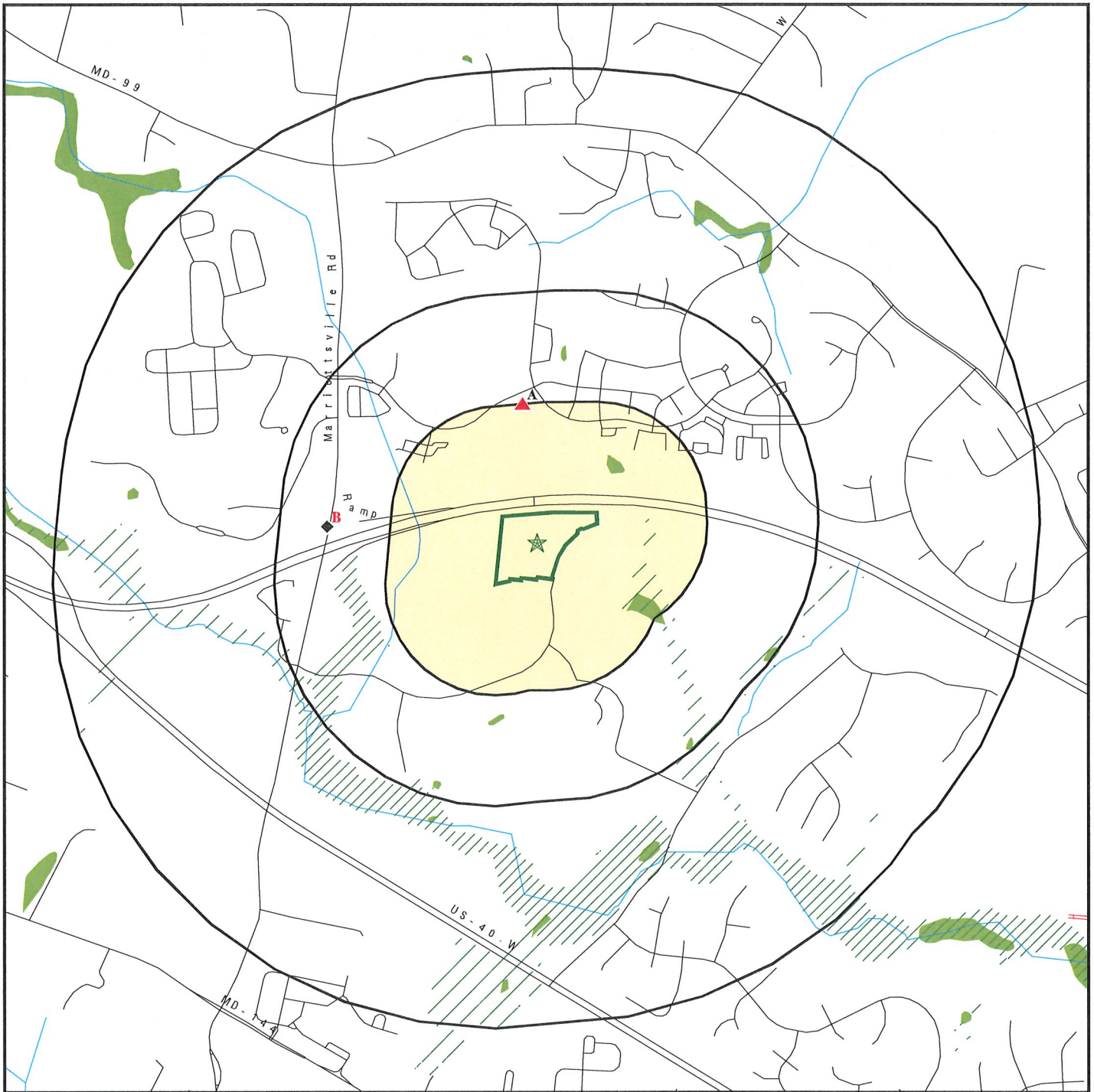
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
ALPHA RIDGE MUNICIPA	2350 MARRIOTTSVILLE	W 1/4 - 1/2 (0.391 mi.)	B3	9













EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 5 records.

<u>Site Name</u>	<u>Database(s)</u>
20 FOOT WIDE CAPPED AREA ALONG RES	INST CONTROL, LRP
OAKMONT AT TURF VALLEY	INST CONTROL, VCP, LRP
PINE HILL PUMPING STATION	OCPCASES
PINE HILL PUMPING STATION	OCPCASES
PATAPSCO STATE PARK MCKELVIN SHOP	OCPCASES

OVERVIEW MAP - 5418975.2S



-  Target Property
-  Sites at elevations higher than or equal to the target property
-  Sites at elevations lower than the target property
-  Manufactured Gas Plants
-  National Priority List Sites
-  Dept. Defense Sites
-  Indian Reservations BIA
-  Pipelines
-  100-year flood zone
-  500-year flood zone
-  National Wetland Inventory
-  Upgradient Area


This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

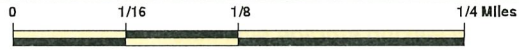
SITE NAME: Turf Valley Site
 ADDRESS: Resort Road
 Ellicott City MD 21042
 LAT/LONG: 39.304237 / 76.890253

CLIENT: KCI Technologies, Inc.
 CONTACT: Jacob Hughes
 INQUIRY #: 5418975.2s
 DATE: September 11, 2018 9:03 am

DETAIL MAP - 5418975.2S



-  Target Property
-  Sites at elevations higher than or equal to the target property
-  Sites at elevations lower than the target property
-  Manufactured Gas Plants
-  Sensitive Receptors
-  National Priority List Sites
-  Dept. Defense Sites



-  Indian Reservations BIA
-  100-year flood zone
-  500-year flood zone
-  National Wetland Inventory



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Turf Valley Site ADDRESS: Resort Road Ellicott City MD 21042 LAT/LONG: 39.304237 / 76.890253	CLIENT: KCI Technologies, Inc. CONTACT: Jacob Hughes INQUIRY #: 5418975.2s DATE: September 11, 2018 9:04 am
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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<u>STANDARD ENVIRONMENTAL RECORDS</u>								
<i>Federal NPL site list</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	0.001		0	NR	NR	NR	NR	0
<i>Federal Delisted NPL site list</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Federal CERCLIS list</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<i>Federal CERCLIS NFRAP site list</i>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<i>Federal RCRA CORRACTS facilities list</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Federal RCRA non-CORRACTS TSD facilities list</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Federal RCRA generators list</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	0.001		0	NR	NR	NR	NR	0
<i>State- and tribal - equivalent CERCLIS</i>								
SHWS	1.000		0	0	0	0	NR	0
<i>State and tribal landfill and/or solid waste disposal site lists</i>								
SWF/LF	0.500		0	0	1	NR	NR	1
<i>State and tribal leaking storage tank lists</i>								
INDIAN LUST	0.500		0	0	0	NR	NR	0
OCPCASES	0.500		0	1	4	NR	NR	5
HIST LUST	0.500		0	0	0	NR	NR	0
<i>State and tribal registered storage tank lists</i>								
FEMA UST	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UST	0.250		0	1	NR	NR	NR	1
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
ENG CONTROLS	0.500		0	0	1	NR	NR	1
INST CONTROL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
Local Lists of Registered Storage Tanks								
HIST UST	0.250		0	0	NR	NR	NR	0
Local Land Records								
LIENS 2	0.001		0	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.001		0	NR	NR	NR	NR	0
SPILLS 90	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	0.001		0	NR	NR	NR	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.001		0	NR	NR	NR	NR	0
FINDS	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
ASBESTOS	0.001		0	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
MANIFEST	0.250		0	0	NR	NR	NR	0
LEAD	0.001		0	NR	NR	NR	NR	0
LRP	0.500		0	0	0	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
UIC	0.001		0	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS	0.001		0	NR	NR	NR	NR	0
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MAP FINDINGS SUMMARY

<u>Database</u>	<u>Search Distance (Miles)</u>	<u>Target Property</u>	<u>< 1/8</u>	<u>1/8 - 1/4</u>	<u>1/4 - 1/2</u>	<u>1/2 - 1</u>	<u>> 1</u>	<u>Total Plotted</u>
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		0	0	2	6	0	0	8

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A1
North
1/8-1/4
0.250 mi.
1319 ft.
WAVERLY WOODS SHELL
10781 BIRMINGHAM WAY
WOODSTOCK, MD 21163
Site 1 of 2 in cluster A

UST
Financial Assurance
U004192336
N/A

Relative:
Higher

Actual:
505 ft.

UST:
Facility Id: 20267
Oper Name: Maria Bah
Form Name: David Askwith
Form Title: GM
Form Date: 10/13/2015
Owner Id: 9815

Owner:
Owner Name: Convenience Retailing, LLC
Owner Address: 4755 Dorsey Hall Dr
Owner City: Ellicott City
Owner State: MD
Owner Zip: 21042
Owner Phone: (410) 381-1130
Owner Contact: David Askwith

Tanks:
Tank ID: 1
Tank Status: Currently In Use
Tank Capacity: 10000
Substance Description: Diesel
Tank Compartment: True
Compartment Compartment: A
Date Installed: 06/01/2010
Tank Material Desc: Composite (Steel w/ FRP)
Pipe Material Desc: Fiberglass Reinforced Plastic

Tank ID: 1
Tank Status: Currently In Use
Tank Capacity: 10000
Substance Description: Gasohol
Tank Compartment: True
Compartment Compartment: B
Date Installed: 06/01/2010
Tank Material Desc: Composite (Steel w/ FRP)
Pipe Material Desc: Fiberglass Reinforced Plastic

Tank ID: 2
Tank Status: Currently In Use
Tank Capacity: Not reported
Substance Description: Gasohol
Tank Compartment: False
Compartment Compartment: A
Date Installed: 06/01/2010
Tank Material Desc: Composite (Steel w/ FRP)
Pipe Material Desc: Fiberglass Reinforced Plastic

MD Financial Assurance 2:
Region: 2
Facility ID: 20267
Self Insured: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

WAVERLY WOODS SHELL (Continued)

U004192336

Insurance: True
Risk Retention Group: False
Guarantee: False
Surety Bonds: False
Letter of Credit: False
State Fund: False
Other Finance: False
Finacnce Comments: Policy # G24746409-003 Insurer: ACE American Ins. Co. Policy Period:
5/1/15 - 5/1/16 (dt)
FR Not Listed: False

A2
North
1/8-1/4
0.250 mi.
1319 ft.

WAVERLY WOODS SHELL
10781 BIRMINGHAM WAY
WOODSTOCK, MD 21163

OCPCASES S110590362
N/A

Site 2 of 2 in cluster A

Relative:
Higher
Actual:
505 ft.

OCPCASES:
Facility ID: 11-0014HO
Facility Status/Code: CLOSED/New Installation - Motor/Lube Oil
Date Open: 07/02/2010
Date Closed: 11/01/2017
Release: NO
Cleanup: NO
Registration Number: 20267

B3
West
1/4-1/2
0.391 mi.
2065 ft.

ALPHA RIDGE MUNICIPAL LANDFILL
2350 MARRIOTTSVILLE ROAD
HOWARD, MD 21104

ENG CONTROLS S109325926
N/A

Site 1 of 5 in cluster B

Relative:
Lower
Actual:
464 ft.

ENG CONTROLS:
Material: Poured Concrete Wall

B4
West
1/4-1/2
0.391 mi.
2065 ft.

ALPHA RIDGE LANDFILL
2350 MARRIOTTVILLE RD
ELLCOTT CITY, MD 21104

OCPCASES S104848355
N/A

Site 2 of 5 in cluster B

Relative:
Lower
Actual:
464 ft.

OCPCASES:
Facility ID: 98-2453HO
Facility Status/Code: CLOSED/Vehicle Accident
Date Open: 05/29/1998
Date Closed: 06/18/1998
Release: YES
Cleanup: YES
Registration Number: 14886

MAP FINDINGS

Map ID
 Direction
 Distance
 Elevation

Site

Database(s) EDR ID Number
 EPA ID Number

B5 **ALPHA RIDGE LANDFILL**
West **2360 MARRIOTTSVILLE RD**
1/4-1/2 **MARRIOTTSVILLE, MD 21104**
0.391 mi.
2065 ft. **Site 3 of 5 in cluster B**

OCPCASES **S104850207**
N/A

Relative: **OCPCASES:**
Lower Facility ID: 00-0683HO
Actual: Facility Status/Code: CLOSED/Transfer Accident Motor/Lube Oil
464 ft. Date Open: 10/13/1999
 Date Closed: 05/04/2000
 Release: YES
 Cleanup: YES
 Registration Number: Not reported

B6 **ALPHA RIDGE MUNICIPAL LANDFILL**
West **2350 MARRIOTTSVILLE RD**
1/4-1/2 **MARRIOTTSVILLE, MD 21104**
0.391 mi.
2065 ft. **Site 4 of 5 in cluster B**

SWF/LF **S111161925**
OCPCASES **N/A**
NPDES

Relative: **LF:**
Lower Facility ID: 2016-WMF-0110
Actual: EPSC Number: 1357
464 ft. Waste Type: Municipal Landfill
 Owner Type: County
 MD Grid: -76.90330754 / 39.30559765
 Permit Exp: 05/02/2021
 Site Area: 550
 Comments: Not reported
 Facility Area: 195
 Owner: Not reported
 Project Manager: S Haile
 Permit Class: Renew
 Permit Category: Refuse Disposal
 Permittee: Howard County Dept of Public Works - Bureau of Environmental Services
 Contact Phone: 410-313-6413
 Status: Not reported
 SP83E: Not reported
 SP83N: Not reported

Facility ID: 2017-WPT-0578
 EPSC Number: 1357
 Waste Type: Processing Facility and Transfer Station
 Owner Type: County
 MD Grid: -76.90330754 / 39.30559765
 Permit Exp: 02/11/2023
 Site Area: 590
 Comments: Not reported
 Facility Area: 4
 Owner: Not reported
 Project Manager: A Moghadam
 Permit Class: Renew
 Permit Category: Refuse Disposal
 Permittee: Howard County Dept of Public Works - Bureau of Environmental Services
 Contact Phone: 410-313-6413
 Status: Not reported
 SP83E: Not reported
 SP83N: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number
EPA ID Number

ALPHA RIDGE MUNICIPAL LANDFILL (Continued)

S111161925

OCPCASES:

Facility ID: 91-2295HO
Facility Status/Code: CLOSED/
Date Open: 05/30/1991
Date Closed: 05/30/1991
Release: Not reported
Cleanup: Not reported
Registration Number: 14886

Facility ID: 93-0100HO
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 07/16/1992
Date Closed: 02/10/2003
Release: YES
Cleanup: YES
Registration Number: 14886

NPDES:

Facility Status: Not reported
Bay Trib Number: Not reported
Watershed: Not reported
Permit Type: Not reported
Description: Not reported
Sic Number: Not reported
Permit Number: Not reported
Npdes Number: Not reported
App Description: Not reported
Latitude/Longitude: Not reported
Last Issued: Not reported
Expiration Date: Not reported
Owner Name: Not reported
Owner Address: Not reported
Owner Address 2: Not reported
Owner City: Not reported
Owner State: Not reported
Owner Zip: Not reported
Received: Received_May2014
Comments: Application received for 2014 24-027-0364 Renewal part 70 PTO for Alpha Ridge Solid Waste Landfill

AI ID: Not reported
Address 2: Not reported
SIC Description: Not reported
SIC Code2: Not reported
SIC Description 2: Not reported
SIC Code 3: Not reported
SIC Description 3: Not reported
Status Date: Not reported
State Number: Not reported
Approval Issued Date: Not reported
Effective End Date: Not reported
Facility Status: Not reported
Bay Trib Number: Not reported
Watershed: Not reported
Permit Type: Not reported
Description: Not reported

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

EDR ID Number
EPA ID Number

Database(s)

ALPHA RIDGE MUNICIPAL LANDFILL (Continued)

S111161925

Sic Number: Not reported
 Permit Number: Not reported
 Npdes Number: Not reported
 App Description: Not reported
 Latitude/Longitude: Not reported
 Last Issued: Not reported
 Expiration Date: Not reported
 Owner Name: Not reported
 Owner Address: Not reported
 Owner Address 2: Not reported
 Owner City: Not reported
 Owner State: Not reported
 Owner Zip: Not reported
 Received: Received_May2014
 Comments: Application received for GP for (1) 4000 Motor Vehicle Refueling Facility

AI ID: Not reported
 Address 2: Not reported
 SIC Description: Not reported
 SIC Code2: Not reported
 SIC Description 2: Not reported
 SIC Code 3: Not reported
 SIC Description 3: Not reported
 Status Date: Not reported
 State Number: Not reported
 Approval Issued Date: Not reported
 Effective End Date: Not reported
 Facility Status: Not reported
 Bay Trib Number: Not reported
 Watershed: Not reported
 Permit Type: Not reported
 Description: Not reported
 Sic Number: Not reported
 Permit Number: Not reported
 Npdes Number: Not reported
 App Description: Not reported
 Latitude/Longitude: Not reported
 Last Issued: Not reported
 Expiration Date: Not reported
 Owner Name: Not reported
 Owner Address: Not reported
 Owner Address 2: Not reported
 Owner City: Not reported
 Owner State: Not reported
 Owner Zip: Not reported
 Received: Received_August2014
 Comments: Issued 027-0364-9-0379 GP for (1) 4000 Motor Vehicle Refueling Fac

AI ID: Not reported
 Address 2: Not reported
 SIC Description: Not reported
 SIC Code2: Not reported
 SIC Description 2: Not reported
 SIC Code 3: Not reported
 SIC Description 3: Not reported
 Status Date: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number
EPA ID Number

ALPHA RIDGE MUNICIPAL LANDFILL (Continued)

S111161925

State Number: Not reported
Approval Issued Date: Not reported
Effective End Date: Not reported
Facility Status: Issued
Bay Trib Number: Not reported
Watershed: Little Patuxent River - 02131105
Permit Type: General Permit
Description: Not reported
Sic Number: 9511
Permit Number: Not reported
Npdes Number: MDR003054
App Description: Not reported
Latitude/Longitude: Not reported
Last Issued: 09/15/2015
Expiration Date: 12/31/2018
Owner Name: Not reported
Owner Address: Not reported
Owner Address 2: Not reported
Owner City: Not reported
Owner State: Not reported
Owner Zip: Not reported
Received: Not reported
Comments: Not reported

AI ID: 1357
Address 2: Not reported
SIC Description: Sector L - Landfill receiving residential and comm
SIC Code2: 4953
SIC Description 2: Not reported
SIC Code 3: Not reported
SIC Description 3: Not reported
Status Date: 09/15/2015
State Number: 12SW3054
Approval Issued Date: 09/15/2015
Effective End Date: 12/31/2018
Facility Status: Issued
Bay Trib Number: Not reported
Watershed: Little Patuxent River - 02131105
Permit Type: Industrial Individual
Description: Not reported
Sic Number: 9511
Permit Number: Not reported
Npdes Number: MD0067865
App Description: Not reported
Latitude/Longitude: Not reported
Last Issued: 02/01/2015
Expiration Date: 01/31/2020
Owner Name: Not reported
Owner Address: Not reported
Owner Address 2: Not reported
Owner City: Not reported
Owner State: Not reported
Owner Zip: Not reported
Received: Not reported
Comments: Not reported

AI ID: 1357

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number
EPA ID Number

ALPHA RIDGE MUNICIPAL LANDFILL (Continued)

S111161925

Address 2: Not reported
SIC Description: Air & Water Resource, & Solid Waste Management
SIC Code2: 4953
SIC Description 2: Refuse Systems
SIC Code 3: Not reported
SIC Description 3: Not reported
Status Date: 01/06/2015
State Number: 13DP3224
Approval Issued Date: 01/06/2015
Effective End Date: 01/31/2020
Facility Status: Issued
Bay Trib Number: Not reported
Watershed: Little Patuxent River - 02131105
Permit Type: General Permit
Description: Not reported
Sic Number: 9511
Permit Number: Not reported
Npdes Number: MDR003054
App Description: Not reported
Latitude/Longitude: Not reported
Last Issued: 09/15/2015
Expiration Date: 12/31/2018
Owner Name: Not reported
Owner Address: Not reported
Owner Address 2: Not reported
Owner City: Not reported
Owner State: Not reported
Owner Zip: Not reported
Received: Not reported
Comments: Not reported

AI ID: 1357
Address 2: Not reported
SIC Description: Sector L - Landfill receiving residential and comm
SIC Code2: 4953
SIC Description 2: Not reported
SIC Code 3: Not reported
SIC Description 3: Not reported
Status Date: 09/15/2015
State Number: 12SW3054
Approval Issued Date: 09/15/2015
Effective End Date: 12/31/2018
Facility Status: Issued
Bay Trib Number: Not reported
Watershed: Little Patuxent River - 02131105
Permit Type: Industrial Individual
Description: Not reported
Sic Number: 9511
Permit Number: Not reported
Npdes Number: MD0067865
App Description: Not reported
Latitude/Longitude: Not reported
Last Issued: 02/01/2015
Expiration Date: 01/31/2020
Owner Name: Not reported
Owner Address: Not reported
Owner Address 2: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number
EPA ID Number

ALPHA RIDGE MUNICIPAL LANDFILL (Continued)

S111161925

Owner City: Not reported
Owner State: Not reported
Owner Zip: Not reported
Received: Not reported
Comments: Not reported

AI ID: 1357
Address 2: Not reported
SIC Description: Air & Water Resource, & Solid Waste Management
SIC Code2: 4953
SIC Description 2: Refuse Systems
SIC Code 3: Not reported
SIC Description 3: Not reported
Status Date: 01/06/2015
State Number: 13DP3224
Approval Issued Date: 01/06/2015
Effective End Date: 01/31/2020
Facility Status: Issued
Bay Trib Number: Not reported
Watershed: Little Patuxent River - 02131105
Permit Type: Industrial Individual
Description: Not reported
Sic Number: 9511
Permit Number: Not reported
Npdes Number: MD0067865
App Description: Not reported
Latitude/Longitude: Not reported
Last Issued: 05/24/2016
Expiration Date: 01/31/2020
Owner Name: Not reported
Owner Address: Not reported
Owner Address 2: Not reported
Owner City: Not reported
Owner State: Not reported
Owner Zip: Not reported
Received: Not reported
Comments: Not reported

AI ID: 1357
Address 2: Not reported
SIC Description: Air & Water Resource, & Solid Waste Management
SIC Code2: 4953
SIC Description 2: Refuse Systems
SIC Code 3: Not reported
SIC Description 3: Not reported
Status Date: 05/24/2016
State Number: 13DP3224A
Approval Issued Date: 05/24/2016
Effective End Date: 01/31/2020
Facility Status: Not reported
Bay Trib Number: Not reported
Watershed: Not reported
Permit Type: Not reported
Description: Not reported
Sic Number: Not reported
Permit Number: Not reported
Npdes Number: Not reported

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

ALPHA RIDGE MUNICIPAL LANDFILL (Continued)

S111161925

App Description: Not reported
 Latitude/Longitude: Not reported
 Last Issued: Not reported
 Expiration Date: Not reported
 Owner Name: Not reported
 Owner Address: Not reported
 Owner Address 2: Not reported
 Owner City: Not reported
 Owner State: Not reported
 Owner Zip: Not reported
 Received: Received_May2015
 Comments: Issued 24-027-0364 Ren. Part 70 PTO for Municipal SW landfill

A1 ID: Not reported
 Address 2: Not reported
 SIC Description: Not reported
 SIC Code2: Not reported
 SIC Description 2: Not reported
 SIC Code 3: Not reported
 SIC Description 3: Not reported
 Status Date: Not reported
 State Number: Not reported
 Approval Issued Date: Not reported
 Effective End Date: Not reported
 Facility Status: Not reported
 Bay Trib Number: Not reported
 Watershed: Not reported
 Permit Type: Not reported
 Description: Not reported
 Sic Number: Not reported
 Permit Number: Not reported
 Npdes Number: Not reported
 App Description: Not reported
 Latitude/Longitude: Not reported
 Last Issued: Not reported
 Expiration Date: Not reported
 Owner Name: Not reported
 Owner Address: Not reported
 Owner Address 2: Not reported
 Owner City: Not reported
 Owner State: Not reported
 Owner Zip: Not reported
 Received: Received_July2012
 Comments: Application received for 2012 24-027-0364 Significant Mod-Part 70 for Reciprocating ICE

A1 ID: Not reported
 Address 2: Not reported
 SIC Description: Not reported
 SIC Code2: Not reported
 SIC Description 2: Not reported
 SIC Code 3: Not reported
 SIC Description 3: Not reported
 Status Date: Not reported
 State Number: Not reported
 Approval Issued Date: Not reported
 Effective End Date: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ALPHA RIDGE MUNICIPAL LANDFILL (Continued)

S111161925

Facility Status: History
Bay Trib Number: Not reported
Watershed: Little Patuxent River - 02131105
Permit Type: General Permit
Description: Not reported
Sic Number: 9511
Permit Number: Not reported
Npdes Number: MDR003054
App Description: Not reported
Latitude/Longitude: Not reported
Last Issued: 09/15/2015
Expiration Date: 12/05/2017
Owner Name: Not reported
Owner Address: Not reported
Owner Address 2: Not reported
Owner City: Not reported
Owner State: Not reported
Owner Zip: Not reported
Received: Not reported
Comments: Not reported

AI ID: 1357
Address 2: Not reported
SIC Description: Sector L - Landfill receiving residential and comm
SIC Code2: 4953
SIC Description 2: Not reported
SIC Code 3: Not reported
SIC Description 3: Not reported
Status Date: 12/05/2017
State Number: 12SW3054
Approval Issued Date: 09/15/2015
Effective End Date: 12/05/2017

B7
West
1/4-1/2
0.391 mi.
2067 ft.

ALPHA RIDGE LANDFILL
2350 MARRIOTSVILLE RD
MARRIOTTSVILLE, MD 21104
Site 5 of 5 in cluster B

OCPCASES S118689043
N/A

Relative:
Lower
Actual:
464 ft.

OCPCASES:
Facility ID: 16-0071HO
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 08/04/2015
Date Closed: 09/22/2015
Release: NO
Cleanup: NO
Registration Number: 14886

Count: 5 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
ELLCOTT CITY	S121510962	20 FOOT WIDE CAPPED AREA ALONG RES	RESORT ROAD	21042	INST CONTROL, LRP
MARRIOTTSVILLE	S109488994	OAKMONT AT TURF VALLEY	11030, 11050, 11070 AND 11090	21104	INST CONTROL, VCP, LRP
MARRIOTTSVILLE	S120842638	PINE HILL PUMPING STATION	6764 MARRIOTTSVILLE RD #2	21104	OCPCASES
MARRIOTTSVILLE	S104603164	PINE HILL PUMPING STATION	6764 MARRIOTTSVILLE RD	21104	OCPCASES
MARRIOTTSVILLE	S109607905	PATAPSCO STATE PARK MCKELVIN SHOP	3001 MARRIOTTSVILLE RD	21104	OCPCASES

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 07/17/2018	Source: EPA
Date Data Arrived at EDR: 08/09/2018	Telephone: N/A
Date Made Active in Reports: 09/07/2018	Last EDR Contact: 08/09/2018
Number of Days to Update: 29	Next Scheduled EDR Contact: 10/15/2018
	Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 3
Telephone 215-814-5418

EPA Region 4
Telephone 404-562-8033

EPA Region 5
Telephone 312-886-6686

EPA Region 10
Telephone 206-553-8665

EPA Region 6
Telephone: 214-655-6659

EPA Region 7
Telephone: 913-551-7247

EPA Region 8
Telephone: 303-312-6774

EPA Region 9
Telephone: 415-947-4246

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 07/17/2018	Source: EPA
Date Data Arrived at EDR: 08/09/2018	Telephone: N/A
Date Made Active in Reports: 09/07/2018	Last EDR Contact: 08/09/2018
Number of Days to Update: 29	Next Scheduled EDR Contact: 10/15/2018
	Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 07/17/2018
Date Data Arrived at EDR: 08/09/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 29

Source: EPA
Telephone: N/A
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/07/2016
Date Data Arrived at EDR: 01/05/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 92

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 07/06/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 07/17/2018
Date Data Arrived at EDR: 08/09/2018
Date Made Active in Reports: 09/07/2018
Number of Days to Update: 29

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 10/29/2018
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 07/17/2018	Source: EPA
Date Data Arrived at EDR: 08/09/2018	Telephone: 800-424-9346
Date Made Active in Reports: 09/07/2018	Last EDR Contact: 08/09/2018
Number of Days to Update: 29	Next Scheduled EDR Contact: 10/29/2018
	Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/01/2018	Source: EPA
Date Data Arrived at EDR: 03/28/2018	Telephone: 800-424-9346
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 06/28/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 10/08/2018
	Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: 800-438-2474
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 06/28/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 10/08/2018
	Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: 800-438-2474
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 06/28/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 10/08/2018
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: 800-438-2474
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 06/28/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 10/08/2018
	Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: 800-438-2474
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 06/28/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 10/08/2018
	Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/14/2018	Source: Department of the Navy
Date Data Arrived at EDR: 05/18/2018	Telephone: 843-820-7326
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/16/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/26/2018
	Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 02/13/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/27/2018	Telephone: 703-603-0695
Date Made Active in Reports: 05/11/2018	Last EDR Contact: 08/28/2018
Number of Days to Update: 73	Next Scheduled EDR Contact: 12/10/2018
	Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 02/13/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/27/2018	Telephone: 703-603-0695
Date Made Active in Reports: 05/11/2018	Last EDR Contact: 08/28/2018
Number of Days to Update: 73	Next Scheduled EDR Contact: 12/10/2018
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 03/19/2018
Date Data Arrived at EDR: 03/27/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 73

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 06/27/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

SHWS: Notice of Potential Hazardous Waste Sites

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 10/01/2009
Date Data Arrived at EDR: 12/11/2009
Date Made Active in Reports: 12/14/2009
Number of Days to Update: 3

Source: Department of the Environment
Telephone: 410-537-3000
Last EDR Contact: 08/02/2018
Next Scheduled EDR Contact: 11/19/2018
Data Release Frequency: Semi-Annually

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Permitted Solid Waste Disposal Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 07/31/2018
Date Data Arrived at EDR: 08/02/2018
Date Made Active in Reports: 08/27/2018
Number of Days to Update: 25

Source: Department of the Environment
Telephone: 410-537-3375
Last EDR Contact: 07/25/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Annually

State and tribal leaking storage tank lists

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land

Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/10/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/18/2018	Telephone: 415-972-3372
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/25/2018	Source: EPA Region 8
Date Data Arrived at EDR: 05/18/2018	Telephone: 303-312-6271
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/24/2018	Source: EPA Region 7
Date Data Arrived at EDR: 05/18/2018	Telephone: 913-551-7003
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/01/2018	Source: EPA Region 6
Date Data Arrived at EDR: 05/18/2018	Telephone: 214-665-6597
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/08/2018	Source: EPA Region 4
Date Data Arrived at EDR: 05/18/2018	Telephone: 404-562-8677
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/13/2018	Source: EPA Region 1
Date Data Arrived at EDR: 05/18/2018	Telephone: 617-918-1313
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

OCPCASES: Oil Control Program Cases

Cases monitored by the Oil Control Program. these cases can be leaking underground storage tanks and other belowground releases, leaking aboveground storage tanks, spills and inspections.

Date of Government Version: 07/13/2018	Source: Department of Environment
Date Data Arrived at EDR: 07/18/2018	Telephone: 410-537-3433
Date Made Active in Reports: 08/27/2018	Last EDR Contact: 09/10/2018
Number of Days to Update: 40	Next Scheduled EDR Contact: 12/24/2018
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

HIST LUST: Recovery Sites

In 1999, the Department of the Environment stopped adding new sites to its Recovery Sites Database. Current leaking underground storage tank information maybe found in the OCPCASES database.

Date of Government Version: 03/01/1999	Source: Department of the Environment
Date Data Arrived at EDR: 03/22/1999	Telephone: 410-537-3433
Date Made Active in Reports: 04/16/1999	Last EDR Contact: 02/19/2001
Number of Days to Update: 25	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 05/15/2017	Source: FEMA
Date Data Arrived at EDR: 05/30/2017	Telephone: 202-646-5797
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 07/11/2018
Number of Days to Update: 136	Next Scheduled EDR Contact: 10/22/2018
	Data Release Frequency: Varies

UST: Registered Underground Storage Tank List

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 06/30/2018	Source: Department of the Environment
Date Data Arrived at EDR: 08/06/2018	Telephone: 410-537-3433
Date Made Active in Reports: 08/27/2018	Last EDR Contact: 07/06/2018
Number of Days to Update: 21	Next Scheduled EDR Contact: 10/22/2018
	Data Release Frequency: Semi-Annually

AST: Permitted Aboveground Storage Tanks Registered Aboveground Storage Tanks.

Date of Government Version: 06/30/2018	Source: Department of The Environment
Date Data Arrived at EDR: 07/18/2018	Telephone: 410-537-3000
Date Made Active in Reports: 08/27/2018	Last EDR Contact: 09/10/2018
Number of Days to Update: 40	Next Scheduled EDR Contact: 12/24/2018
	Data Release Frequency: Semi-Annually

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/10/2018	Source: EPA Region 9
Date Data Arrived at EDR: 05/18/2018	Telephone: 415-972-3368
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/12/2018	Source: EPA Region 10
Date Data Arrived at EDR: 05/18/2018	Telephone: 206-553-2857
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/25/2018	Source: EPA Region 8
Date Data Arrived at EDR: 05/18/2018	Telephone: 303-312-6137
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/24/2018	Source: EPA Region 7
Date Data Arrived at EDR: 05/18/2018	Telephone: 913-551-7003
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/01/2018	Source: EPA Region 6
Date Data Arrived at EDR: 05/18/2018	Telephone: 214-665-7591
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/12/2018	Source: EPA Region 5
Date Data Arrived at EDR: 05/18/2018	Telephone: 312-886-6136
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/13/2018	Source: EPA, Region 1
Date Data Arrived at EDR: 05/18/2018	Telephone: 617-918-1313
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/08/2018	Source: EPA Region 4
Date Data Arrived at EDR: 05/18/2018	Telephone: 404-562-9424
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 07/27/2018
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

State and tribal institutional control / engineering control registries

ENG CONTROLS: Engineering Controls Site listing

Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 11/10/2008	Source: Department of the Environment
Date Data Arrived at EDR: 11/21/2008	Telephone: 410-537-3422
Date Made Active in Reports: 12/17/2008	Last EDR Contact: 09/10/2018
Number of Days to Update: 26	Next Scheduled EDR Contact: 12/24/2018
	Data Release Frequency: Varies

INST CONTROL: Voluntary Cleanup Program Applicants/Participants

Sites included in the Voluntary Cleanup Program Applicants/Participants listing that have Deed Restrictions.

Date of Government Version: 06/18/2018	Source: Department of the Environment
Date Data Arrived at EDR: 06/19/2018	Telephone: 410-537-3493
Date Made Active in Reports: 07/23/2018	Last EDR Contact: 09/10/2018
Number of Days to Update: 34	Next Scheduled EDR Contact: 12/24/2018
	Data Release Frequency: Semi-Annually

State and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015	Source: EPA, Region 1
Date Data Arrived at EDR: 09/29/2015	Telephone: 617-918-1102
Date Made Active in Reports: 02/18/2016	Last EDR Contact: 06/22/2018
Number of Days to Update: 142	Next Scheduled EDR Contact: 10/08/2018
	Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 04/20/2009
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

VCP: Voluntary Cleanup Program Applicants/Participants

The Voluntary Cleanup Program, administered by the Dept. of the Environment, streamlines the environmental cleanup process for sites, usually industrial or commercial properties, that are contaminated, or perceived to be contaminated, by hazardous substances. Developers and lenders are provided with certain limitations on liability and participants in the program are provided certainty in the process by knowing exactly what will be required.

Date of Government Version: 06/18/2018	Source: Dept. of the Environment
Date Data Arrived at EDR: 06/19/2018	Telephone: 410-537-3000
Date Made Active in Reports: 07/23/2018	Last EDR Contact: 09/10/2018
Number of Days to Update: 34	Next Scheduled EDR Contact: 12/24/2018
	Data Release Frequency: Semi-Annually

State and tribal Brownfields sites

BROWNFIELDS: Eligible Brownfields Properties

The Site Assessment Section of the State Superfund Division is responsible for conducting federally funded assessments of eligible brownfields properties. These assessments are undertaken to determine whether there are environmental cleanup requirements at these sites.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 06/12/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 38

Source: Department of Environment
Telephone: 410-537-3000
Last EDR Contact: 09/05/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Quarterly

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 03/19/2018
Date Data Arrived at EDR: 03/21/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 06/20/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Recycling Directory

A listing of recycling facilities.

Date of Government Version: 07/30/2018
Date Data Arrived at EDR: 07/31/2018
Date Made Active in Reports: 08/27/2018
Number of Days to Update: 27

Source: Department of the Environment
Telephone: 410-631-3314
Last EDR Contact: 06/14/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 07/30/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Varies

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/12/2009	Source: EPA, Region 9
Date Data Arrived at EDR: 05/07/2009	Telephone: 415-947-4219
Date Made Active in Reports: 09/21/2009	Last EDR Contact: 07/17/2018
Number of Days to Update: 137	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014	Source: Department of Health & Human Services, Indian Health Service
Date Data Arrived at EDR: 08/06/2014	Telephone: 301-443-1452
Date Made Active in Reports: 01/29/2015	Last EDR Contact: 08/03/2018
Number of Days to Update: 176	Next Scheduled EDR Contact: 11/12/2018
	Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 02/22/2018	Source: Drug Enforcement Administration
Date Data Arrived at EDR: 03/01/2018	Telephone: 202-307-1000
Date Made Active in Reports: 05/11/2018	Last EDR Contact: 05/30/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 09/10/2018
	Data Release Frequency: No Update Planned

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 02/22/2018	Source: Drug Enforcement Administration
Date Data Arrived at EDR: 03/01/2018	Telephone: 202-307-1000
Date Made Active in Reports: 05/11/2018	Last EDR Contact: 08/28/2018
Number of Days to Update: 71	Next Scheduled EDR Contact: 12/10/2018
	Data Release Frequency: Quarterly

Local Lists of Registered Storage Tanks

Historical UST: Historical UST Registered Database

In 1997 the Department of the Environment sent out registration forms to all the owner's listed in the UST database. Once they got the registration forms back they entered the information into a new UST database. we call this database UST. Because not all owners returned their forms, we kept the old UST database and labeled it HIST UST so that we would not be missing any past UST records. This listing is no longer updated or maintained by the agency. It is current through November 1996.

Date of Government Version: 11/21/1996	Source: Department of Environment
Date Data Arrived at EDR: 09/10/1997	Telephone: 410-537-3433
Date Made Active in Reports: 10/22/1997	Last EDR Contact: 05/15/2000
Number of Days to Update: 42	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

Local Land Records

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 05/13/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/30/2018	Telephone: 202-564-6023
Date Made Active in Reports: 06/29/2018	Last EDR Contact: 08/09/2018
Number of Days to Update: 30	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/26/2018	Source: U.S. Department of Transportation
Date Data Arrived at EDR: 03/27/2018	Telephone: 202-366-4555
Date Made Active in Reports: 06/08/2018	Last EDR Contact: 03/27/2018
Number of Days to Update: 73	Next Scheduled EDR Contact: 07/09/2018
	Data Release Frequency: Quarterly

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 07/15/2012	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 03/06/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 62	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: 800-438-2474
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 06/28/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 10/08/2018
	Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 07/08/2015	Telephone: 202-528-4285
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 08/24/2018
Number of Days to Update: 97	Next Scheduled EDR Contact: 12/03/2018
	Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 07/11/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 02/06/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 339

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 07/13/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017
Date Data Arrived at EDR: 02/03/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 08/17/2018
Next Scheduled EDR Contact: 11/26/2018
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/27/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 06/27/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 08/03/2018
Next Scheduled EDR Contact: 11/19/2018
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 08/10/2018
Next Scheduled EDR Contact: 11/19/2018
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/21/2017
Date Made Active in Reports: 01/05/2018
Number of Days to Update: 198

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 06/22/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 01/10/2018
Date Made Active in Reports: 01/12/2018
Number of Days to Update: 2

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 08/24/2018
Next Scheduled EDR Contact: 12/03/2018
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 12/10/2010
Date Made Active in Reports: 02/25/2011
Number of Days to Update: 77

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 05/13/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 30

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 09/07/2018
Next Scheduled EDR Contact: 12/17/2018
Data Release Frequency: Annually

RMP: Risk Management Plans

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 05/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/17/2018	Telephone: 202-564-8600
Date Made Active in Reports: 09/07/2018	Last EDR Contact: 07/20/2018
Number of Days to Update: 113	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 10/17/2014	Telephone: 202-564-6023
Date Made Active in Reports: 10/20/2014	Last EDR Contact: 08/09/2018
Number of Days to Update: 3	Next Scheduled EDR Contact: 11/19/2018
	Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 06/01/2017	Source: EPA
Date Data Arrived at EDR: 06/09/2017	Telephone: 202-566-0500
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 07/13/2018
Number of Days to Update: 126	Next Scheduled EDR Contact: 10/22/2018
	Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 07/09/2018
Number of Days to Update: 79	Next Scheduled EDR Contact: 10/22/2018
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act) A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/30/2016	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 09/08/2016	Telephone: 301-415-7169
Date Made Active in Reports: 10/21/2016	Last EDR Contact: 07/23/2018
Number of Days to Update: 43	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005	Source: Department of Energy
Date Data Arrived at EDR: 08/07/2009	Telephone: 202-586-8719
Date Made Active in Reports: 10/22/2009	Last EDR Contact: 09/07/2018
Number of Days to Update: 76	Next Scheduled EDR Contact: 12/17/2018
	Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/10/2014	Telephone: N/A
Date Made Active in Reports: 10/20/2014	Last EDR Contact: 09/04/2018
Number of Days to Update: 40	Next Scheduled EDR Contact: 12/17/2018
	Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 05/24/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/30/2017	Telephone: 202-566-0517
Date Made Active in Reports: 12/15/2017	Last EDR Contact: 07/27/2018
Number of Days to Update: 15	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/03/2018
Date Data Arrived at EDR: 04/05/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 85

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 07/05/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012
Date Data Arrived at EDR: 08/07/2012
Date Made Active in Reports: 09/18/2012
Number of Days to Update: 42

Source: Department of Transportation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 03/31/2018
Date Data Arrived at EDR: 04/16/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 74

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 07/09/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 09/28/2017
Number of Days to Update: 218

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 08/24/2018
Next Scheduled EDR Contact: 12/03/2018
Data Release Frequency: Biennially

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014	Source: USGS
Date Data Arrived at EDR: 07/14/2015	Telephone: 202-208-3710
Date Made Active in Reports: 01/10/2017	Last EDR Contact: 07/11/2018
Number of Days to Update: 546	Next Scheduled EDR Contact: 10/22/2018
	Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 12/23/2016	Source: Department of Energy
Date Data Arrived at EDR: 12/27/2016	Telephone: 202-586-3559
Date Made Active in Reports: 02/17/2017	Last EDR Contact: 08/01/2018
Number of Days to Update: 52	Next Scheduled EDR Contact: 11/19/2018
	Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 06/23/2017	Source: Department of Energy
Date Data Arrived at EDR: 10/11/2017	Telephone: 505-845-0011
Date Made Active in Reports: 11/03/2017	Last EDR Contact: 08/20/2018
Number of Days to Update: 23	Next Scheduled EDR Contact: 12/03/2018
	Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 05/13/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/30/2018	Telephone: 703-603-8787
Date Made Active in Reports: 06/29/2018	Last EDR Contact: 08/09/2018
Number of Days to Update: 30	Next Scheduled EDR Contact: 10/15/2018
	Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001	Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010	Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/02/2009
Number of Days to Update: 36	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 05/03/2018
Date Data Arrived at EDR: 05/31/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 29

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 08/29/2018
Next Scheduled EDR Contact: 12/10/2018
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/31/2018
Next Scheduled EDR Contact: 12/10/2018
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/31/2018
Next Scheduled EDR Contact: 12/10/2018
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 03/08/2018
Date Data Arrived at EDR: 03/13/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 87

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 09/10/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 02/21/2018	Source: EPA
Date Data Arrived at EDR: 02/23/2018	Telephone: (215) 814-5000
Date Made Active in Reports: 03/23/2018	Last EDR Contact: 09/05/2018
Number of Days to Update: 28	Next Scheduled EDR Contact: 12/17/2018
	Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 01/04/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/19/2018	Telephone: 202-564-0527
Date Made Active in Reports: 04/13/2018	Last EDR Contact: 08/31/2018
Number of Days to Update: 84	Next Scheduled EDR Contact: 12/10/2018
	Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 02/25/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/17/2018	Telephone: 202-564-2280
Date Made Active in Reports: 06/08/2018	Last EDR Contact: 09/05/2018
Number of Days to Update: 83	Next Scheduled EDR Contact: 12/17/2018
	Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 09/30/2016	Source: Department of Defense
Date Data Arrived at EDR: 10/31/2017	Telephone: 703-704-1564
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 07/13/2018
Number of Days to Update: 73	Next Scheduled EDR Contact: 10/29/2018
	Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 05/21/2018	Source: EPA
Date Data Arrived at EDR: 05/23/2018	Telephone: 800-385-6164
Date Made Active in Reports: 09/07/2018	Last EDR Contact: 08/22/2018
Number of Days to Update: 107	Next Scheduled EDR Contact: 12/03/2018
	Data Release Frequency: Quarterly

AIRS: Permit and Facility Information Listing

A listing of permitted facilities and emissions information.

Date of Government Version: 12/31/2016	Source: Department of the Environment
Date Data Arrived at EDR: 10/18/2017	Telephone: 410-537-3220
Date Made Active in Reports: 11/10/2017	Last EDR Contact: 06/22/2018
Number of Days to Update: 23	Next Scheduled EDR Contact: 10/08/2018
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ASBESTOS: Asbestos Notification Listing

Asbestos sites

Date of Government Version: 07/13/2018
Date Data Arrived at EDR: 07/17/2018
Date Made Active in Reports: 08/27/2018
Number of Days to Update: 41

Source: Department of the Environment
Telephone: 410-537-3809
Last EDR Contact: 06/14/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Varies

COAL ASH: Coal Ash Disposal Site Listing

Coal combustion byproduct site locations.

Date of Government Version: 08/13/2010
Date Data Arrived at EDR: 01/05/2011
Date Made Active in Reports: 01/31/2011
Number of Days to Update: 26

Source: Department of the Environment
Telephone: 410-537-3507
Last EDR Contact: 06/22/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Varies

DRYCLEANERS: Registered Drycleaning Facilities

A listing of registered drycleaning facilities.

Date of Government Version: 07/09/2018
Date Data Arrived at EDR: 07/10/2018
Date Made Active in Reports: 08/27/2018
Number of Days to Update: 48

Source: Department of the Environmental
Telephone: 410-537-3220
Last EDR Contact: 07/06/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

Financial Assurance information.

Date of Government Version: 06/15/2018
Date Data Arrived at EDR: 08/08/2018
Date Made Active in Reports: 08/27/2018
Number of Days to Update: 19

Source: Department of the Environment
Telephone: 410-537-3345
Last EDR Contact: 07/25/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Varies

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for storage tank sites.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 08/06/2018
Date Made Active in Reports: 08/27/2018
Number of Days to Update: 21

Source: Department of the Environment
Telephone: 410-537-3461
Last EDR Contact: 07/06/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Semi-Annually

MANIFEST: Hazardous Waste Manifest Information Listing

Hazardous waste manifest information for the state of Maryland. Maryland regulations require the generator to submit a copy of the manifest to the Maryland Department of the Environment.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 03/15/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 99

Source: Department of the Environment
Telephone: 410-537-3314
Last EDR Contact: 08/17/2018
Next Scheduled EDR Contact: 12/03/2018
Data Release Frequency: Annually

LEAD: Lead Inspection Database

The Childhood Lead Poisoning Prevention Program data of lead inspection for the state.

Date of Government Version: 07/02/2018
Date Data Arrived at EDR: 07/10/2018
Date Made Active in Reports: 08/27/2018
Number of Days to Update: 48

Source: Department of Environment, Lead Poisoning Prevention Program
Telephone: 410-537-3000
Last EDR Contact: 07/06/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LRP: Land Restoration Program

A listing of Land Restoration Program sites. Site types included in the database are: Voluntary Cleanup Program, National Priority List, Brownfields, Site Assessment, Formerly Used Defense Site, State Master List, Non Master List, Groundwater Investigation and Federal Facility.

Date of Government Version: 06/05/2018	Source: Department of the Environment
Date Data Arrived at EDR: 06/06/2018	Telephone: 410-537-3000
Date Made Active in Reports: 07/23/2018	Last EDR Contact: 09/06/2018
Number of Days to Update: 47	Next Scheduled EDR Contact: 12/17/2018
	Data Release Frequency: Quarterly

NPDES: Wastewater Permit Listing

A listing of wastewater permit locations.

Date of Government Version: 08/20/2018	Source: Department of the Environment
Date Data Arrived at EDR: 08/21/2018	Telephone: 410-537-3507
Date Made Active in Reports: 08/27/2018	Last EDR Contact: 08/21/2018
Number of Days to Update: 6	Next Scheduled EDR Contact: 12/03/2018
	Data Release Frequency: Semi-Annually

UIC: Underground Injection Wells Database

A listing of underground injection well locations. The UIC Program is responsible for regulating the construction, operation, permitting, and closure of injection wells that place fluids underground for storage or disposal.

Date of Government Version: 02/07/2018	Source: Department of the Environment
Date Data Arrived at EDR: 02/16/2018	Telephone: 410-537-3507
Date Made Active in Reports: 03/15/2018	Last EDR Contact: 07/18/2018
Number of Days to Update: 27	Next Scheduled EDR Contact: 11/05/2018
	Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of the Environment in Maryland.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/03/2014
Number of Days to Update: 186

Source: Department of the Environment
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of the Environment in Maryland.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/16/2014
Number of Days to Update: 199

Source: Department of the Environment
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of the Environment in Maryland from 1995-1999..

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/03/2014
Number of Days to Update: 186

Source: Department of the Environment
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 08/10/2018
Date Data Arrived at EDR: 08/10/2018
Date Made Active in Reports: 09/10/2018
Number of Days to Update: 31

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 11/26/2018
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 07/13/2018
Date Made Active in Reports: 08/01/2018
Number of Days to Update: 19

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 07/13/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 07/01/2018
Date Data Arrived at EDR: 08/01/2018
Date Made Active in Reports: 08/31/2018
Number of Days to Update: 30

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 08/01/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 07/25/2017
Date Made Active in Reports: 09/25/2017
Number of Days to Update: 62

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 07/12/2018
Next Scheduled EDR Contact: 10/29/2018
Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 02/23/2018
Date Made Active in Reports: 04/09/2018
Number of Days to Update: 45

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 08/21/2018
Next Scheduled EDR Contact: 12/03/2018
Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/15/2018
Date Made Active in Reports: 07/09/2018
Number of Days to Update: 24

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 09/06/2018
Next Scheduled EDR Contact: 12/24/2018
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Oil/Gas Pipelines

Source: PennWell Corporation

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data

Source: PennWell Corporation

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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Child Care Providers

Source: Department of Human Resources

Telephone: 410-767-7805

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STREET AND ADDRESS INFORMATION

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GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

TURF VALLEY SITE
RESORT ROAD
ELLCOTT CITY, MD 21042

TARGET PROPERTY COORDINATES

Latitude (North):	39.304237 - 39° 18' 15.25"
Longitude (West):	76.890253 - 76° 53' 24.91"
Universal Transverse Mercator:	Zone 18
UTM X (Meters):	337012.8
UTM Y (Meters):	4352033.5
Elevation:	491 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	6050255 SYKESVILLE, MD
Version Date:	2014

East Map:	6050223 ELLCOTT CITY, MD
Version Date:	2014

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

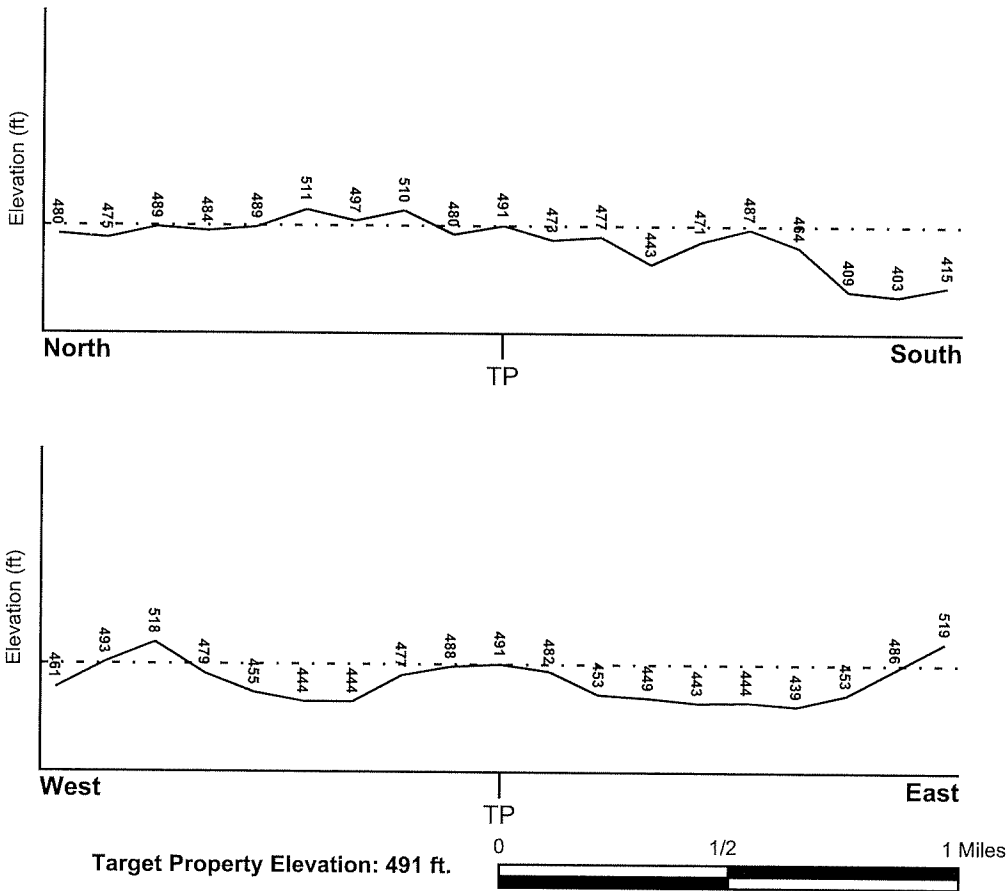
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General SSE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
24027C0070D	FEMA FIRM Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
24027C0060D	FEMA FIRM Flood data
24027C0080D	FEMA FIRM Flood data
24027C0090D	FEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u>	<u>NWI Electronic Data Coverage</u>
SYKESVILLE	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

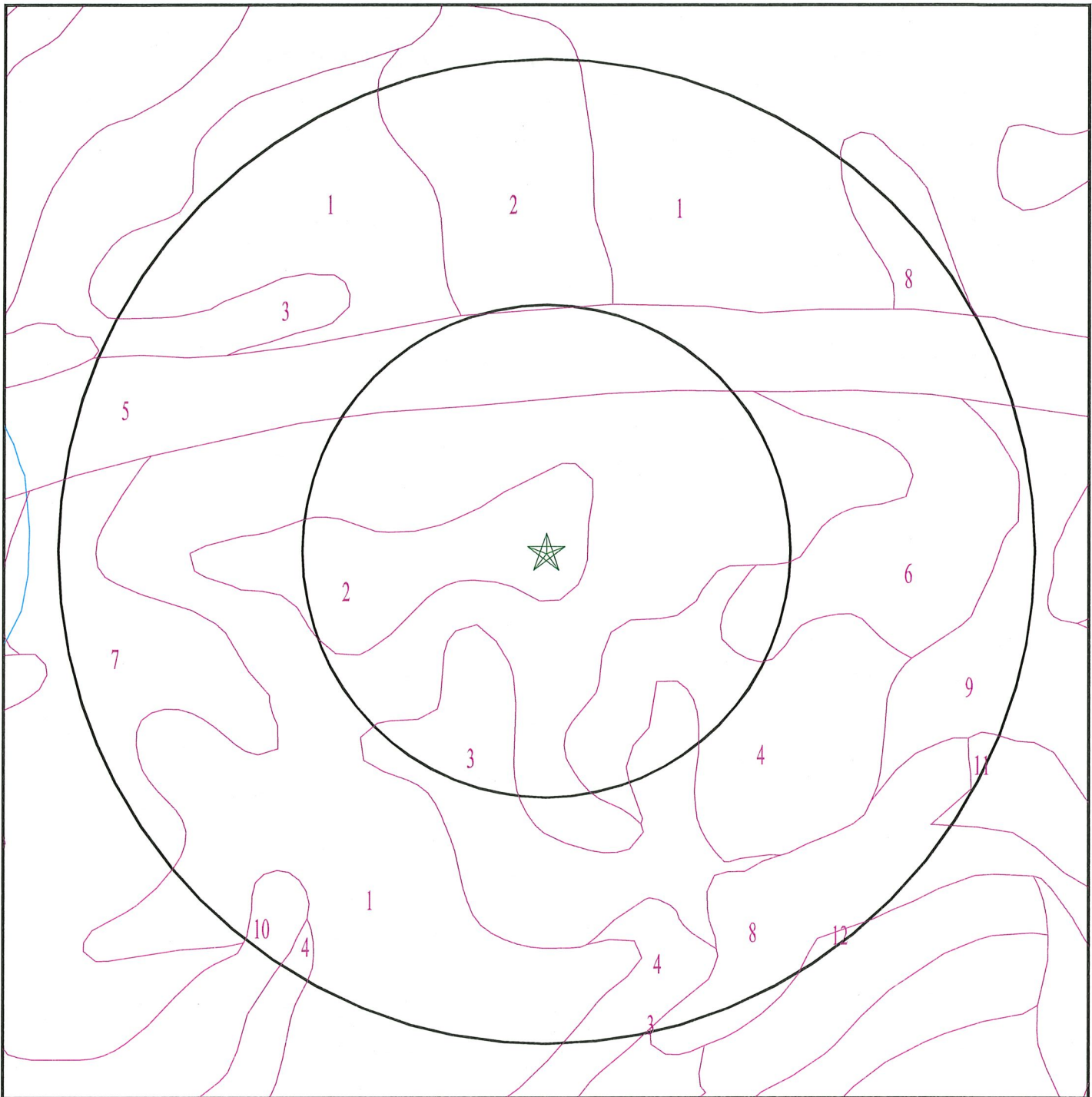
Era:	Paleozoic
System:	Cambrian
Series:	Cambrian
Code:	Ce (<i>decoded above as Era, System & Series</i>)

GEOLOGIC AGE IDENTIFICATION

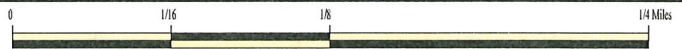
Category: Eugeosynclinal Deposits

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 5418975.2s



- ★ Target Property
- ∕ SSURGO Soil
- ∕ Water



SITE NAME: Turf Valley Site
ADDRESS: Resort Road
Ellicott City MD 21042
LAT/LONG: 39.304237 / 76.890253

CLIENT: KCI Technologies, Inc.
CONTACT: Jacob Hughes
INQUIRY #: 5418975.2s
DATE: September 11, 2018 9:04 am

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Gladstone

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 200 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	7 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42.34 Min: 14.11	Max: 5.5 Min: 4.5
2	7 inches	29 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42.34 Min: 14.11	Max: 5.5 Min: 4.5
3	29 inches	74 inches	loamy sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42.34 Min: 14.11	Max: 5.5 Min: 4.5

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Map ID: 2

Soil Component Name: Gladstone

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 200 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	7 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42.34 Min: 14.11	Max: 5.5 Min: 4.5
2	7 inches	29 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42.34 Min: 14.11	Max: 5.5 Min: 4.5
3	29 inches	74 inches	loamy sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42.34 Min: 14.11	Max: 5.5 Min: 4.5

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Map ID: 3

Soil Component Name: Glenville

Soil Surface Texture: silt loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Moderately well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 76 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	7 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5
2	7 inches	29 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5
3	29 inches	40 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
4	40 inches	70 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5

Soil Map ID: 4

Soil Component Name: Gladstone

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 200 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	7 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42.34 Min: 14.11	Max: 5.5 Min: 4.5

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
2	7 inches	29 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42.34 Min: 14.11	Max: 5.5 Min: 4.5
3	29 inches	74 inches	loamy sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Clayey sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42.34 Min: 14.11	Max: 5.5 Min: 4.5

Soil Map ID: 5

Soil Component Name: Udorthents

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class:
Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

No Layer Information available.

Soil Map ID: 6

Soil Component Name: Manor

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6 Min: 4.5
2	22 inches	72 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6 Min: 4.5
3	5 inches	22 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6 Min: 4.5

Soil Map ID: 7

Soil Component Name: Manor

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 5.5 Min: 4.5
2	5 inches	22 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 5.5 Min: 4.5
3	22 inches	72 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 4	Max: 5.5 Min: 4.5

Soil Map ID: 8

Soil Component Name: Glenville

Soil Surface Texture: silt loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Moderately well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 8 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	7 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5
2	7 inches	29 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5
3	29 inches	40 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5
4	40 inches	70 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5

Soil Map ID: 9

Soil Component Name: Glenville

Soil Surface Texture: silt loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Moderately well drained

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 76 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	7 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5
2	7 inches	29 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5
3	29 inches	40 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5
4	40 inches	70 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 1.4	Max: 5.5 Min: 4.5

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Map ID: 10

Soil Component Name: Baile

Soil Surface Texture: silt loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Poorly drained

Hydric Status: All hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 8 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	9 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 4 Min: 0.42	Max: 5.5 Min: 4.5
2	9 inches	31 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 4 Min: 0.42	Max: 5.5 Min: 4.5
3	31 inches	64 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 4 Min: 0.42	Max: 5.5 Min: 4.5

Soil Map ID: 11

Soil Component Name: Water

Soil Surface Texture: silt loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class:

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

No Layer Information available.

Soil Map ID: 12

Soil Component Name: Glenelg

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 14.11 Min: 4.23	Max: 5.5 Min: 4.5
2	5 inches	24 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 14.11 Min: 4.23	Max: 5.5 Min: 4.5
3	24 inches	64 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 14.11 Min: 4.23	Max: 5.5 Min: 4.5

APPENDIX D

Correspondence/Documentation



**HOWARD COUNTY
HEALTH DEPARTMENT**

Bureau of Environmental Health

8930 Stanford Boulevard, Columbia, MD 21045

Main: 410-313-2640 | Fax: 410-313-2648

TDD 410-313-2323 | Toll Free 1-866-313-6300

www.hchealth.org

Facebook: www.facebook.com/hccohealth

Twitter: HowardCoHealthDep

Maura J. Rossman, M.D., Health Officer

Please note that many of our Well and Septic Program records are now available on our website.
<http://hccenvhealthinfo.org/hccenvapp>

Public Information Act Request Form

Required Property Information:

Current Owner's Name	<u>Mary Jo & Enterprises Trust Valley</u>	Property Address	<u>Resort Road, Ellicott City, 21042</u>
Subdivision	<u>7101</u>	Tax Account Number	<u>03-355535</u>
		Lot #	<u>CC-2</u>
		Tax Map	<u>0016</u>
		Parcel	<u>0401</u>

Applicant's name: Jacob Hughes Phone # 804-381-6458

Address: 1025 Bowles Runway, Sxk 100, Richmond, VA 23235

Please indicate preferred response method for your request:

Regular Mail Fax #: _____ Email: jacob.hughes@kei.com

Select from the following records:

Well & Septic Program

Percolation Results

Well Completion Report

Other (specify) _____

Septic Construction Plan (As built)

Complete Lot File

Food Protection Program

Inspection Report – Food Facility Name: _____

List of food facilities

Other (Please explain): _____

Community Hygiene Program

Complaint Investigation Reports

Registered Storage Tanks

Rabies Case Reports

Well Water Sampling

Pool Inspection Records

Other (haazardous wastes, chemical spills)

I understand that I will be charged \$ 0.60 per page copied. If staff time in record retrieval takes more than two (2) hours, then a fee of \$25.00 per hour after two (2) hours will be assessed. Also, I do understand that I will not be able to request any proprietary information enclosed in the file and all copies larger than 11"x17" may best be provided by the proprietor of the document. I also realize that it may take up to thirty (30) days to process this request.

Applicant's Name (please print) Jacob Hughes

Applicant's Signature Jacob Hughes Date 9/12/2018

FOR OFFICE USE ONLY	
Date Received	_____
Date Completed	_____
# of Copies	_____
Staff Initials	_____



Bureau of Environmental Health

8930 Stanford Boulevard, Columbia, MD 21045
Main: 410-313-2640 | Fax: 410-313-2648
TDD 410-313-2323 | Toll Free 1-866-313-6300
www.hchealth.org
Facebook: www.facebook.com/hocohealth
Twitter: HowardCoHealthDep

Maura J. Rossman, M.D., Health Officer

Please note that many of our Well and Septic Program records are now available on our website.
http://hcehvhealthinfo.org/hcehvapp

Public Information Act Request Form

Required Property Information:
Mangione Enterprises Turf Valley
11010 Resort Road, Ellizott City 21042
7101 03-355519 AA 0016 0454
Subdivision Tax Account Number Lot # Tax Map Parcel

Applicant's name: Jacob Hughes Phone # 804-381-6958
Address: 1025 Boulders Parkway, Suite 100, Richmond, VA 23225

Please indicate preferred response method for your request:

Regular Mail Fax #: Email: jacob.hughes@kci.com

Select from the following records:

Well & Septic Program

- Percolation Results
[X] Well Completion Report
Other (specify)
[X] Septic Construction Plan (As built)
Complete Lot File

Food Protection Program

- Inspection Report - Food Facility Name:
List of food facilities
Other (Please explain):

Community Hygiene Program

- Complaint Investigation Reports Rabies Case Reports Pool Inspection Records
[X] Registered Storage Tanks [X] Well Water Sampling [X] Other (hazardous releases, chemical spills)

I understand that I will be charged \$ 0.60 per page copied. If staff time in record retrieval takes more than two (2) hours, then a fee of \$25.00 per hour after two (2) hours will be assessed. Also, I do understand that I will not be able to request any proprietary information enclosed in the file and all copies larger than 11"x17" may best be provided by the proprietor of the document. I also realize that it may take up to thirty (30) days to process this request.

Jacob Hughes
Applicant's Name (please print)
Jacob Hughes
Applicant's Signature
9/12/2018
Date

FOR OFFICE USE ONLY
Date Received
Date Completed
of Copies
Staff Initials



Bureau of Environmental Health

8930 Stanford Boulevard, Columbia, MD 21045

Main: 410-313-2640 | Fax: 410-313-2648

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www.hchealth.org

Facebook: www.facebook.com/hocohealth

Twitter: HowardCoHealthDep

Maura J. Rossman, M.D., Health Officer

Please note that many of our Well and Septic Program records are now available on our website.
<http://hcehvhealthinfo.org/hcehvapp>

Public Information Act Request Form

Required Property Information:

Current Owner's Name <u>Mangione Enterprises of Tort Valley Limited Partnership</u>		Property Address <u>Marriottsville Road, Marriottsville 21104</u>		
Subdivision <u>7101</u>	Tax Account Number <u>03-289746</u>	Lot # <u>-</u>	Tax Map <u>0016</u>	Parcel <u>0015</u>

Applicant's name: Jacob Hughes Phone # 804-381-6458

Address: 1025 Boulders Parkway, Suite 100, Richmond, VA 23225

Please indicate preferred response method for your request:

Regular Mail Fax #: _____ Email: jacob.hughes@ecr.com

Select from the following records:

Well & Septic Program

- Percolation Results
- Well Completion Report
- Other (specify) _____
- Septic Construction Plan (As built)
- Complete Lot File

Food Protection Program

- Inspection Report - Food Facility Name: _____
- List of food facilities
- Other (Please explain): _____

Community Hygiene Program

- Complaint Investigation Reports
- Registered Storage Tanks
- Rabies Case Reports
- Well Water Sampling
- Pool Inspection Records
- Other (hazardous releases, chemical spill)

I understand that I will be charged \$ 0.60 per page copied. If staff time in record retrieval takes more than two (2) hours, then a fee of \$25.00 per hour after two (2) hours will be assessed. Also, I do understand that I will not be able to request any proprietary information enclosed in the file and all copies larger than 11"x17" may best be provided by the proprietor of the document. I also realize that it may take up to thirty (30) days to process this request.

Jacob Hughes
 Applicant's Name (please print)

Jacob Hughes 9/12/2018
 Applicant's Signature Date

FOR OFFICE USE ONLY	
_____	Date Received
_____	Date Completed
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Bureau of Environmental Health

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www.hchealth.org

Facebook: www.facebook.com/hocohealth

Twitter: HowardColHealthDep

Maura J. Rossman, M.D., Health Officer

Please note that many of our Well and Septic Program records are now available on our website. http://hcevhhealthinfo.org/hcenvapp

Public Information Act Request Form

Required Property Information:

Turf Valley Master Community Association Inc. Resort Road, Ellizott City 21042
Current Owner's Name Property Address
7101 03-545520 204 0016 0901
Subdivision Tax Account Number Lot # Tax Map Parcel

Applicant's name: Jacob Hughes Phone # 804-381-6458

Address: 1025 Boulder Parkway, Suite 100, Richmond, VA 23225

Please indicate preferred response method for your request:

Regular Mail Fax #: Email: jacob.hughes@kci.com

Select from the following records:

Well & Septic Program

- Percolation Results
X Well Completion Report
Other (specify)
X Septic Construction Plan (As built)
Complete Lot File

Food Protection Program

- Inspection Report - Food Facility Name:
List of food facilities
Other (Please explain):

Community Hygiene Program

- Complaint Investigation Reports Rabies Case Reports Pool Inspection Records
X Registered Storage Tanks X Well Water Sampling X Other (hazardous releases, chemical spills)

I understand that I will be charged \$ 0.60 per page copied. If staff time in record retrieval takes more than two (2) hours, then a fee of \$25.00 per hour after two (2) hours will be assessed. Also, I do understand that I will not be able to request any proprietary information enclosed in the file and all copies larger than 11"x17" may best be provided by the proprietor of the document. I also realize that it may take up to thirty (30) days to process this request.

Jacob Hughes
Applicant's Name (please print)

Jacob Hughes
Applicant's Signature Date 9/12/2018

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Date Received
Date Completed
of Copies
Staff Initials

Jacob Hughes

From: Jacob Hughes
Sent: Wednesday, September 12, 2018 11:40 AM
To: 'pia@mde.state.md.us'
Subject: PIA Request

Freedom of Information Act Requests

Resort Road
Ellicott City, MD 21042
Tax Account Number: 03-355535; Howard County Tax Map 0016, Parcel 0401, Lot CC-2

11010 Resort Road
Ellicott City, MD 21042
Tax Account Number: 03-355519; Howard County Tax Map 0016, Parcel 0454, Lot AA

Resort Road
Ellicott City, MD 21042
Tax Account Number: 03-595520; Howard County Tax Map 0016, Parcel 0401, Lot 204

Marriottsville Road
Marriottsville, MD 21104
Tax Account Number: 03-289796; Howard County Tax Map 0016, Parcel 0015

KCI Technologies Inc. (KCI) is currently conducting a Phase I Environmental Site Assessment on portions of the four above-referenced sites. We are interested in obtaining any information your office may have regarding underground storage tanks, hazardous waste releases, chemical spills, or environmental regulatory actions pertaining to the above referenced locations.

If available, we are requesting that this information be forwarded to KCI via email or U.S. Mail to the below address. If the amount of recovered files does not allow for transmittal via U.S. Mail we request permission to review and obtain photocopies of such information.

Thank you for your assistance.

Jake Hughes
Environmental Scientist



KCI TECHNOLOGIES INC.
1025 Boulders Parkway
Boulders V, Suite 100
Richmond, Virginia, 23225
jacob.hughes@kci.com
(804) 381-6958
www.kci.com



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

1800 Washington Boulevard | Baltimore, MD 21230 | 1-800-633-6101 | 410-537-3000 | TTY Users 1-800-735-2258 | www.mde.maryland.gov

September 13, 2018

Mr. Jake Hughes
KCI
1025 Boulders Parkway
Boulders V, Suite 100
Richmond, VA 23225

RE: Tracking Number: 2018-02660
Request Received September 12, 2018
MULTIPLE PROPERTIES

Dear Mr. Hughes:

The Maryland Department of the Environment (MDE) received your recent request for information under the Public Information Act (PIA).

Your request has been assigned the tracking number listed above. Please use this tracking number in all communications referring to this request. Your request has been reviewed and distributed to all appropriate MDE programs.

In reviewing your request, we anticipate that it will take 30 calendar days or less to identify, locate, review, and produce the record(s) you seek. MDE receives numerous PIA requests daily and this time is necessary to sufficiently search for and collect the record(s) responsive to your request from appropriate MDE administrations and applicable field offices. MDE shall conduct its search and prepare your request with all practicable speed.

There may be charges associated with the search for, preparation of (including staff and any attorney review), and reproduction (including any postage) of the record(s) responsive to your request. The charges reflect the actual costs incurred by MDE to process your PIA request. There is no charge for the first two hours needed to search for and prepare a record for inspection. An estimated range of fees that may be charged by MDE to comply with this request is between \$0 and \$350. This range of fees represents our best estimate of costs at this time.

We will notify you in writing of any responsive record(s) available for inspection and/or exempt from disclosure pursuant to the PIA and any specific charges for processing your request.

When requesting information regarding this request, please cite the tracking number referenced above. If you have any questions, please call me at (410)537-4120.

Sincerely,

Amanda Redmiles

Amanda Redmiles
PIA Coordinator
Office of Communications

Jacob Hughes

From: Jacob Hughes
Sent: Thursday, September 13, 2018 9:00 AM
To: 'pia@mde.state.md.us'
Subject: PIA Request

Freedom of Information Act Requests

Villages at Turf Valley, Open Space Lot 204
Ellicott City, Maryland 21042

According to an Environmental Covenant approved by MDE, the "property affected is a 393 square foot berm cap adjacent to Interstate 70 located within Open Space Lot 204 in the Villages at Turf Valley Phase 2 in Ellicott City, Howard County, Maryland", and has been issued determinations from the VCP, LRP and Controlled Hazardous Substance Enforcement Programs.

KCI Technologies Inc. (KCI) is currently conducting a Phase I Environmental Site Assessment on a portion of the above-referenced site. We are interested in obtaining any information your office may have regarding underground storage tanks, hazardous waste releases, chemical spills, or environmental regulatory actions pertaining to the above referenced location. We are particularly interested in obtaining records pertaining to the Environmental Covenant associated with this property. Please search the following MDE programs:

On-site Systems (Wells)
Wastewater Permits - Municipal Discharge Permits
Wastewater Permits - Industrial and General Discharge Permits
Wastewater Permits - Groundwater Discharge Permits
Emergency Operations (Emergency Response Division)
Emergency Planning and Community Right-To-Know
TMDL & Environmental Assessment (Public Health, Water Quality Standards, TMDL)
Radioactive Material Division
Land Restoration Program (Voluntary Clean-up Program & Remediation)
Hazardous Waste
Solid Waste
Mining
Oil Control
Resource Management Program (Sewage Sludge, AFO/CAFO, Recycling, Scrap Tires)

If available, we are requesting that this information be forwarded to KCI via email or U.S. Mail to the below address. If the amount of recovered files does not allow for transmittal via U.S. Mail we request permission to review and obtain photocopies of such information.

Thank you for your assistance!

Jake Hughes
Environmental Scientist





Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Ben Crumbles, Secretary
Horacio Tablada, Deputy Secretary

1800 Washington Boulevard | Baltimore, MD 21230 | 1-800-633-6101 | 410-537-3000 | TTY Users 1-800-735-2258 | www.mde.maryland.gov

September 14, 2018

Mr. Jake Hughes
KCI
1025 Boulders Parkway
Boulders V, Suite 100
Richmond, VA 23225

RE: Tracking Number: 2018-02677
Request Received September 14, 2018
Villages at Turf Valley Open Space Lot 204

Dear Mr. Hughes:

The Maryland Department of the Environment (MDE) received your recent request for information under the Public Information Act (PIA).

Your request has been assigned the tracking number listed above. Please use this tracking number in all communications referring to this request. Your request has been reviewed and distributed to all appropriate MDE programs.

In reviewing your request, we anticipate that it will take 30 calendar days or less to identify, locate, review, and produce the record(s) you seek. MDE receives numerous PIA requests daily and this time is necessary to sufficiently search for and collect the record(s) responsive to your request from appropriate MDE administrations and applicable field offices. MDE shall conduct its search and prepare your request with all practicable speed.

There may be charges associated with the search for, preparation of (including staff and any attorney review), and reproduction (including any postage) of the record(s) responsive to your request. The charges reflect the actual costs incurred by MDE to process your PIA request. There is no charge for the first two hours needed to search for and prepare a record for inspection. An estimated range of fees that may be charged by MDE to comply with this request is between \$0 and \$350. This range of fees represents our best estimate of costs at this time.

We will notify you in writing of any responsive record(s) available for inspection and/or exempt from disclosure pursuant to the PIA and any specific charges for processing your request.

When requesting information regarding this request, please cite the tracking number referenced above. If you have any questions, please call me at (410)537-4120.

Sincerely,

Amanda Redmiles

Amanda Redmiles
PIA Coordinator
Office of Communications



Facts About...

Turf Valley Villages Phase 1 and 3
(VOLUNTARY CLEANUP PROGRAM)

Site Description:

This 34.40-acre parcel, a subdivision of the Turf Valley Golf Course and Resort, is located at 2700 Turf Valley Road, Ellicott City, Howard County, Maryland. The property is bordered to the north and west by remaining acres of the Turf Valley Golf Course and Resort, beyond which to the east are single-family residences. Bordering the property to the south is the maintenance area of the Turf Valley resort, and to the east is Interstate 70.

The property is located in a groundwater use area of Howard County and groundwater flow beneath the property is to the south. The closest potable water supply wells located within a 0.5-mile radius of the property are to the west on the remaining acres of the Turf Valley Golf Course and Resort. The property is improved with three out-of-play golf hole complexes.

Site History:

Land title records indicate private ownership of the property until 1996, when the current owners, Mangione Enterprises of Turf Valley Limited Partnership, acquired the property. The property was utilized as agricultural land until 1952, and as a golf course between 1990 and 2002. The property currently consists of woods, dense vegetation and out-of-play golf hole complexes with associated asphalt paved golf cart paths.

Environmental Investigations and Actions:

Several environmental investigations have been performed at the property. Phase I environmental site assessments (ESAs) were conducted at the property in March 2005 and September 2007, which identified nuisance debris piles on the property.

In August 2004, a Phase II environmental site assessment was completed at the property which included the analysis of surface soil samples from the golf course features on site for arsenic, lead, mercury and pesticides. The analytical results from the samples collected from the existing tees, greens and fairways identified arsenic, mercury and lead at the property.

In May 2005, soil samples were collected at the property that identified lead and arsenic in the surface soil located on site. Between November 2005 and January 2006, areas on the Phase I portion of the property were excavated. Soil samples were collected in the excavated areas located at the property. The analytical results of the soil samples collected indicated the presence of metals at the property at concentrations below the Maryland Department of the Environment's (MDE's) Cleanup Standards for Soil and Groundwater.

Between October 2009 and December 2009, an additional environmental investigation, which included the collection of groundwater and additional soil samples, was performed at the property. The analytical results of the groundwater samples collected at the property indicated the presence of metals at concentrations below the Environmental Protection Agency's maximum contaminant levels for all identified



compounds. The soil analytical results identified the presence of metals, including elemental mercury, pesticides and semi-volatile organic compounds in the surface and subsurface soils on site.

In March 2010, mercury vapor samples were collected at the property in order to evaluate whether the concentrations of elemental mercury present in the surficial soils at the property posed a risk from vapor intrusion to indoor air. Based on the analytical results of the mercury vapor samples collected at the property, the Department determined that the concentrations of elemental mercury in the surficial soil did not pose a vapor intrusion to indoor air risk at the site.

Current Status:

Two entities, Mangione Enterprises of Turf Valley, Limited Partnership and Villages at Turf Valley LLC submitted Voluntary Cleanup Program (VCP) applications for the property on October 20, 2008, seeking a No Further Requirement Determination (NFRD). During the review of the application package and all additional documents, the Department determined that the property did not qualify for a NFRD, and required the submittal of a Response Action Plan (RAP).

On February 19, 2010, the Department accepted the VCP application submitted by Mangione Enterprises of Turf Valley, Limited Partnership and Villages at Turf Valley LLC for the Turf Valley Villages Phase 1 and 3 property into the VCP and requested the development of a proposed RAP in order to address potential risks associated with the property. The proposed RAP for the Turf Valley Villages Phase 1 and 3 property was submitted to the Department on May 20, 2010, and the public informational meeting to discuss the proposed RAP was held on June 22, 2010 at 7:00 pm at the Mount View Middle School located at 12101 Woodford Drive in Marriottsville, Maryland. The VCP approved the revised proposed RAP on September 1, 2010.

The approved RAP was successfully implemented at the property and on December 16, 2010, the Department issued a Certificate of Completion (COC) to Mangione Enterprises of Turf Valley, Limited Partnership for the Turf Valley Villages Phase 1 and 3 property for restricted residential, restricted commercial or restricted industrial use of the property with the adherence to the following restriction: the prohibition on the use of ground water beneath the property for any purpose.




On December 16, 2010, the Department issued a COC to Villages at Turf Valley LLC for the Turf Valley Villages Phase 1 and 3 property for restricted residential, restricted commercial or restricted industrial use of the property with the adherence to the following restriction: the prohibition on the use of ground water beneath the property for any purpose.

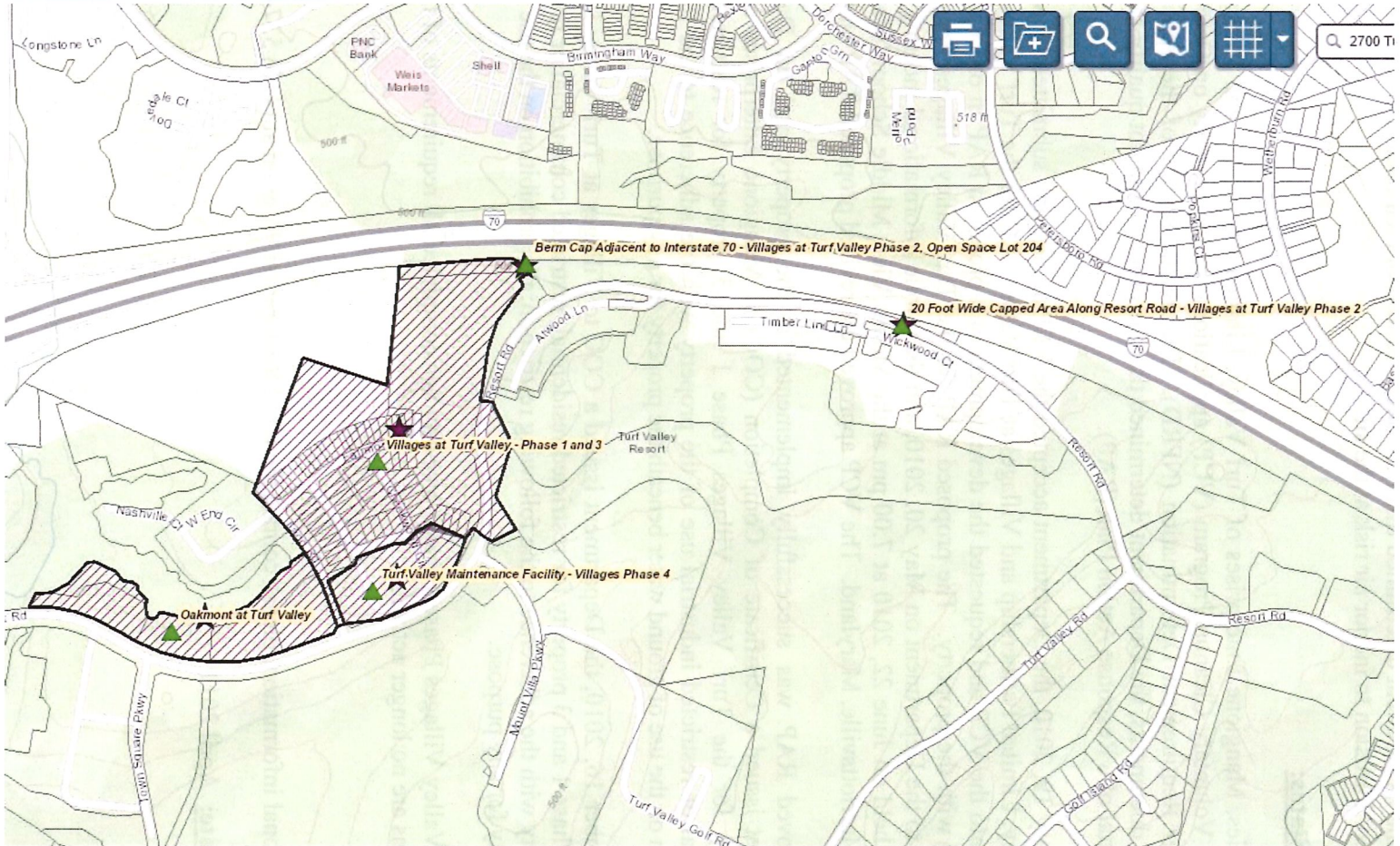
The Turf Valley Villages Phase 1 and 3 property has completed all requirements of the VCP and these VCP applications are no longer active.

Contact:

For additional information, please contact the Land Restoration Program at (410) 537-3493.

Last Update: April 2011

-  LRP Sites
-  Determinations
-  Determination Areas





Facts About...

Turf Valley Maintenance Facility – Villages Phase 4 (VOLUNTARY CLEANUP PROGRAM)

Site Description:

This 4.73-acre parcel, a subdivision of the Turf Valley Golf Course and Resort, is located at 10090 Resort Road (formerly 2700 Turf Valley Road) in Ellicott City, Howard County, Maryland. The property is bordered to the west by the Oakmont at Turf Valley VCP property. Bordering the property to the north, south and east is the Turf Valley Villages Phase 1 and 3 VCP property, beyond which are the remaining acres of the Turf Valley Golf Course and Resort and single-family residences.

The property is improved with five buildings, a maintenance and office building, equipment storage building, a chemical storage building for pesticides and herbicide, and a residential structure and garage; an equipment rinse pad; gravel pavement and an out-of-play golf hole complex. There are no surface water bodies located on the property and groundwater flow beneath the property is to the west. The property is located in a groundwater use area of Howard County and the closest potable water supply wells located within a 0.5-mile radius of the property are listed on the Turf Valley Golf Course and Resort property.

Site History:

Land title records indicate private ownership of the property until 1996, when the current owners, Mangione Enterprises of Turf Valley Limited Partnership, acquired the property. Prior to 1963, the property was mostly wooded land with some agricultural use. The main buildings on the property were constructed between 1963 and 1971.

Environmental Investigations and Actions:

Between 2005 and 2007, prior to submitting a VCP application for the property, four environmental investigations were performed on site.

In November 2005, a subsurface investigation was performed at the property, which included the collection of subsurface soil samples in areas adjacent to the existing buildings on site. The soil analytical results identified the presence of arsenic, lead, xylenes, chlordane and diesel range organic total petroleum hydrocarbons in the subsurface soils on site.

In October 2007, an additional subsurface investigation was conducted at the property as part of a Phase II environmental site assessment. The environmental investigation included the collection of soil samples in the areas identified in the November 2005 report. The analytical results from the collected soil samples showed arsenic, lead, mercury, hexachlorobenzene, and pesticides in the surface and subsurface soils located at the property. In November 2007, based on the analytical results of the October soil samples, approximately two feet of soil was removed from previously sampled areas at the property and backfilled with aggregate material. In addition, a complete Phase I environmental site assessment was conducted on the property in support of the VCP application.



In May 2008, an additional environmental investigation, which included the collection of groundwater and additional soil samples, was performed at the property. The analytical results of the groundwater samples collected at the property indicated the presence of metals at concentrations below the Environmental Protection Agency's maximum contaminant levels for all identified compounds. The soil analytical results continued to show concentrations of metals and pesticides in the soils on site.

Between January 2011 and April 2011, the approved response action plan (RAP) was successfully implemented at the property. Implementation of the approved RAP consisted of excavation and removal of soil in three separate areas across the property. The soil analytical results from the excavated areas did not report concentrations for any contaminants of concern above the established cleanup criteria.

Current Status:

Three entities, Villages at Turf Valley LLC, M-10 Residential Land, and Mangione Enterprises of Turf Valley, Limited Partnership submitted VCP applications for the property on December 20, 2007 seeking a No Further Requirement Determination. During the review of the application package, the Department determined that the property required the submittal of a Response Action Plan (RAP).

On June 25, 2008, the Department accepted the VCP application submitted by Mangione Enterprises of Turf Valley, Limited Partnership for the Turf Valley Maintenance Facility – Villages Phase 4 property into the VCP and requested the development of a proposed RAP in order to address potential risks associated with the property. Subsequently, on August 28, 2008, the Department confirmed the inculpable person status of Villages at Turf Valley LLC for the Turf Valley Maintenance Facility – Villages Phase 4 property and accepted their application into the VCP.

On September 10, 2008, the Department determined that the VCP application submitted by M-10 Residential Land for the Turf Valley Maintenance Facility – Villages Phase 4 property was incomplete and this VCP application was denied.

The proposed RAP for the Turf Valley Maintenance Facility – Villages Phase 4 property was submitted to the Department on November 13, 2008, and the public informational meeting to discuss the proposed RAP was held on December 16, 2008 at 7:00 pm at the Mount View Middle School located at 12101 Woodford Drive in Marriottsville, Maryland. The VCP approved the revised proposed RAP on October 15, 2009.

The approved RAP was successfully implemented at the property and on May 2, 2011, the Department issued a Certificate of Completion (COC) to Mangione Enterprises of Turf Valley, Limited Partnership for the Turf Valley Maintenance Facility – Villages Phase 4 property for restricted residential, restricted commercial or restricted industrial use of the property with the adherence to the following restrictions: the prohibition on the use of ground water beneath the property for any purpose and long term monitoring of soil in Area 3 (outfall area) at the property.

On May 2, 2011, the Department issued a COC to Villages at Turf Valley LLC for the Turf Valley Maintenance Facility – Villages Phase 4 property for restricted residential, restricted commercial or restricted industrial use of the property with the adherence to the following restriction: the prohibition on the use of ground water beneath the property for any purpose and long term monitoring of soil in Area 3 (outfall area) at the property.

The Turf Valley Maintenance Facility – Villages Phase 4 property has completed all requirements of the VCP and these VCP applications are no longer active.

Contact:

For additional information, please contact the Land Restoration Program at (410) 537-3493.

Last Update: May 2011





Facts About...

Oakmont at Turf Valley (VOLUNTARY CLEANUP PROGRAM)

Site Description:

This 9.73-acre parcel, a subdivision of the Turf Valley Golf Course and Resort, is located at 11030, 11050, 11070 and 11090 Resort Road in Marriottsville, Howard County, Maryland. Bordering the property to the north and south are the remaining acres of the Turf Valley Golf Course and Resort. The property is bordered to the east by the Turf Valley Maintenance Facility – Village Phase 4 Voluntary Cleanup Program (VCP) property, and to the west by the Turf Valley Golf Course and Resort property, beyond which is Marriottsville Road and private residences. There are no surface water bodies located on the property and the closest surface water body is the Little Patuxent River approximately 50 feet west of the property.

The property is located in a groundwater use area of Howard County and groundwater flow beneath the property is to the west. The closest potable water supply wells, which are all located within a 0.5-mile radius of the property, are to the northwest on Albeth Road and the remaining acres of the Turf Valley Golf Course and Resort, and to the southwest on Marriottsville Road and the Turf Valley Golf Course and Resort property.

Site History:

Land title records indicate private ownership of the property until 1996, when the current owners, Mangione Enterprises of Turf Valley Limited Partnership, acquired the property. The property was utilized as agricultural land until 1952, and as a golf course between 1990 and 2000. The property currently consists of woods, dense vegetation and an out-of-play golf hole complex with associated asphalt paved golf cart paths.

Environmental Investigations and Actions:

Several environmental investigations have been performed at the property. Phase I environmental site assessments (ESAs) were conducted at the property in March 2005 and September 2007, which identified nuisance debris piles on the property.

In May 2005, soil samples were collected at the property that identified lead and arsenic in the surface soil located on-site. Between November 2005 and January 2006, several nuisance debris piles located at the property were removed and transported off-site, and areas on the eastern portion of the property were excavated. Soil samples were collected in the excavated areas located at the property. The analytical results of the soil samples collected indicated the presence of metals at the property at concentrations below the Maryland Department of the Environment's (MDE's) Cleanup Standards for Soil and Groundwater.

In August 2007, a Phase II ESA was performed at the property that included the collection of additional soil samples in the area of the out-of-play golf hole complex. The analytical results from these soil samples identified mercury in the surface soil at the property at concentrations below MDE's Cleanup Standards for Soil and Groundwater.



In May 2008, an additional environmental investigation was conducted, which included the collection of groundwater, additional soil samples and the removal of the remaining debris piles at the property. The analytical results for the groundwater samples collected at the property indicated trace amounts of nickel and zinc with concentrations barely above their respective laboratory detection limits. The soil analytical results continued to show concentrations of metals in the soils located on the property. The nuisance debris piles removed from the property were transported to a nearby landfill.

Current Status:

Three entities, Oakmont Condominium, LLC, M-10 Residential Land, and Mangione Enterprises of Turf Valley, Limited Partnership submitted VCP applications for the property on December 7, 2007 seeking a No Further Requirement Determination (NFRD) for future residential use.

The Department issued a NFRD to Mangione Enterprises of Turf Valley, Limited Partnership for the Oakmont at Turf Valley property on July 22, 2008, conditioned on use of the property for restricted residential, restricted commercial or restricted industrial purposes and a prohibition on the use of groundwater beneath the property for any purpose.

On August 6, 2008, the Department issued a NFRD to Oakmont Condominium, LLC for the Oakmont at Turf Valley property, conditioned on use of the property for restricted residential, restricted commercial or restricted industrial purposes and a prohibition on the use of groundwater beneath the property for any purpose.

The VCP issued a denial letter for the VCP application submitted by M-10 Residential Land for the Oakmont at Turf Valley Property on September 10, 2008.

Contact:

For additional information, please contact the Land Restoration Program at (410) 537-3493.

Last Update: December 2008



APPENDIX E

Sanborn Map Report

Turf Valley Site
Resort Road
Ellicott City, MD 21042

Inquiry Number: 5418975.3
September 11, 2018

Certified Sanborn® Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

09/11/18

Site Name:

Turf Valley Site
Resort Road
Ellicott City, MD 21042
EDR Inquiry # 5418975.3

Client Name:

KCI Technologies, Inc.
936 Ridgebrook Rd.
Sparks, MD 21152
Contact: Jacob Hughes



The Sanborn Library has been searched by EDR and maps covering the target property location as provided by KCI Technologies, Inc. were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # EA7B-47D8-B0DD

PO # NA

Project 121805380

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.



Sanborn® Library search results

Certification #: EA7B-47D8-B0DD

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

The Sanborn Library LLC Since 1866™

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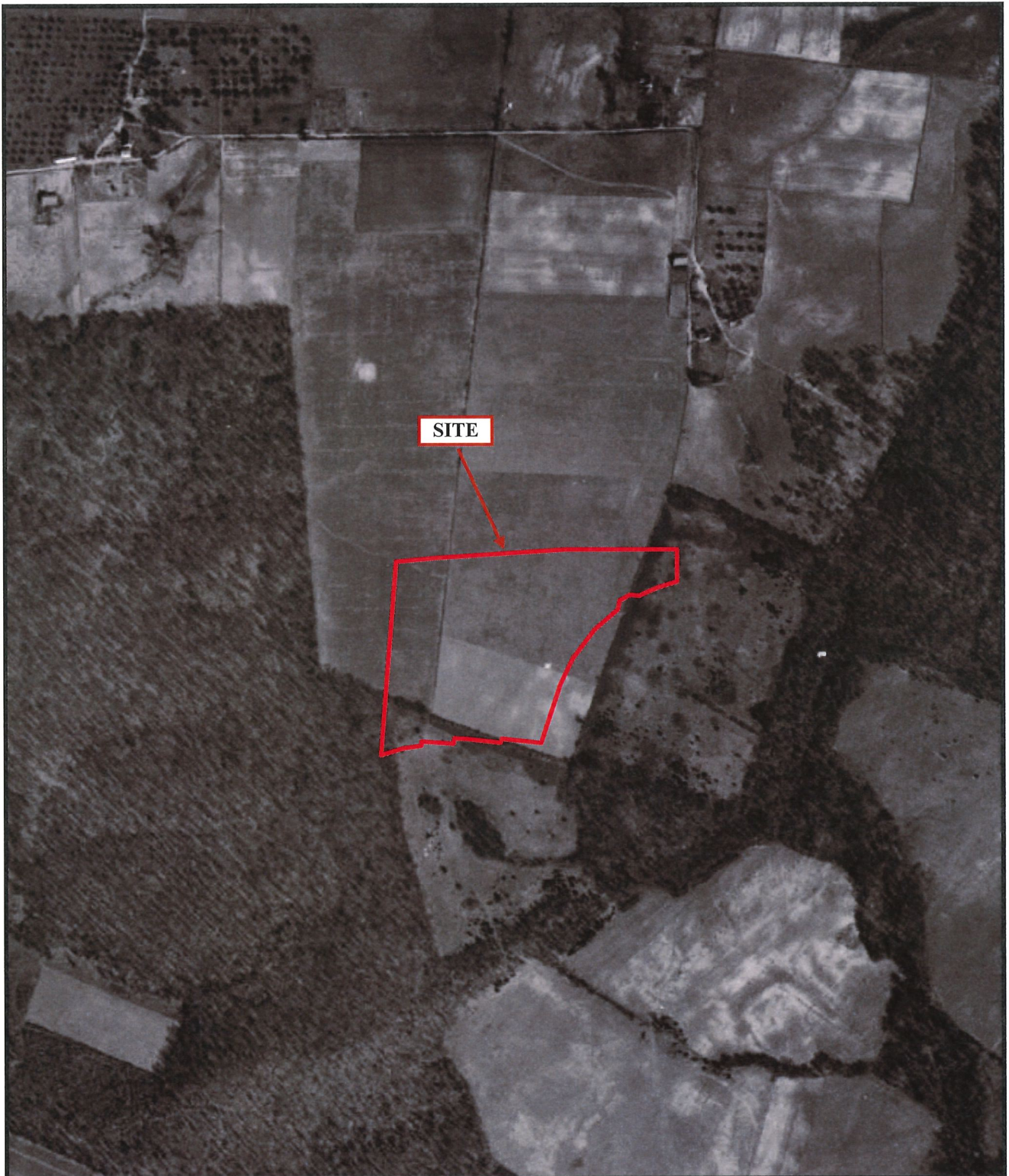
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APPENDIX F

Historic Aerial Photographs



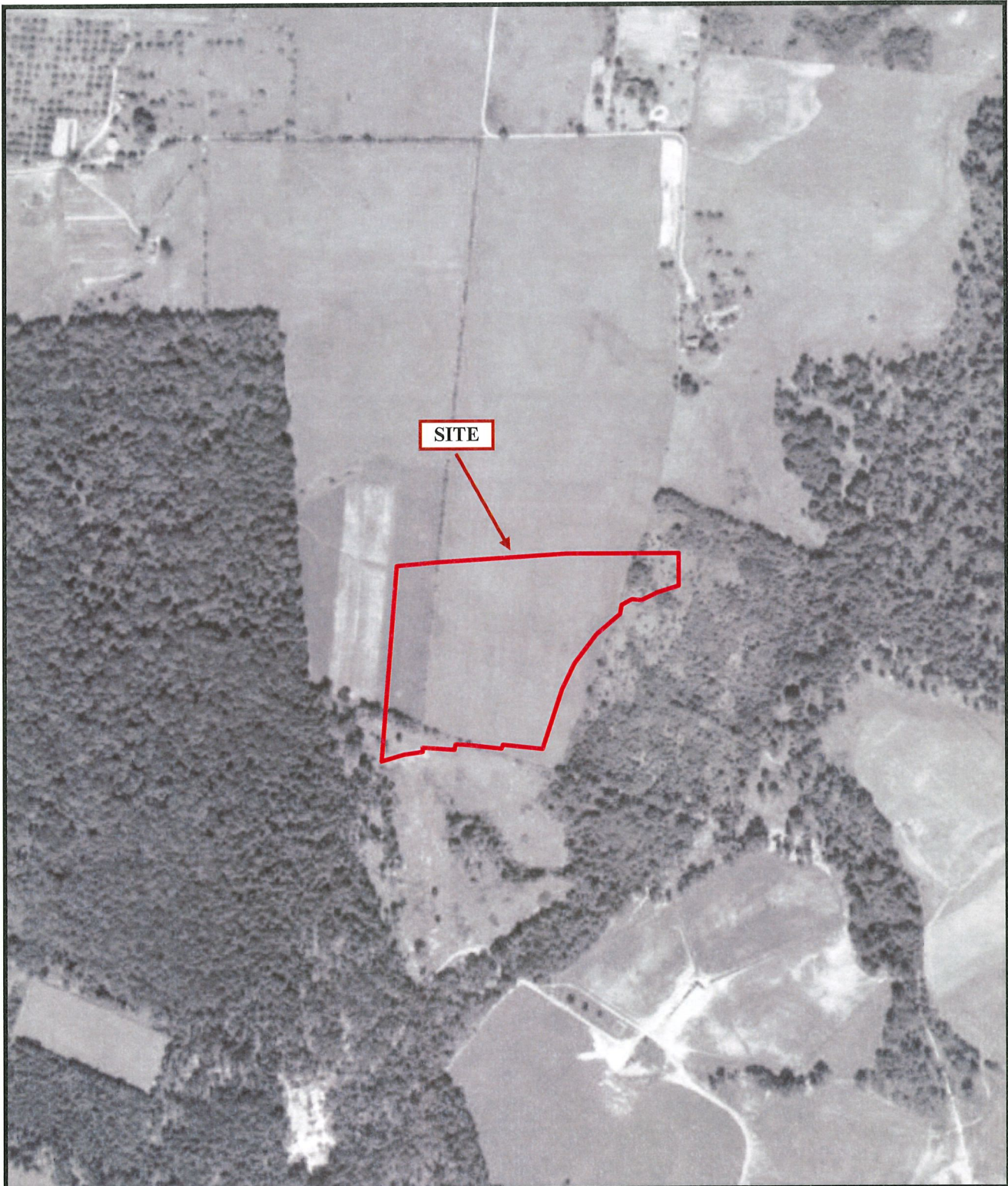
Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH


NTS
(Site boundaries are approximate.)

1943 Aerial Photograph

KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042



NORTH
NTS
(Site boundaries are approximate.)

1952 Aerial Photograph

KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042



NORTH

NTS
(Site boundaries are approximate.)

1957 Aerial Photograph
KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042



NORTH

NTS
(Site boundaries are approximate.)

1964 Aerial Photograph
KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH


NTS
(Site boundaries are approximate.)

1966 Aerial Photograph

KCI Project 121805380

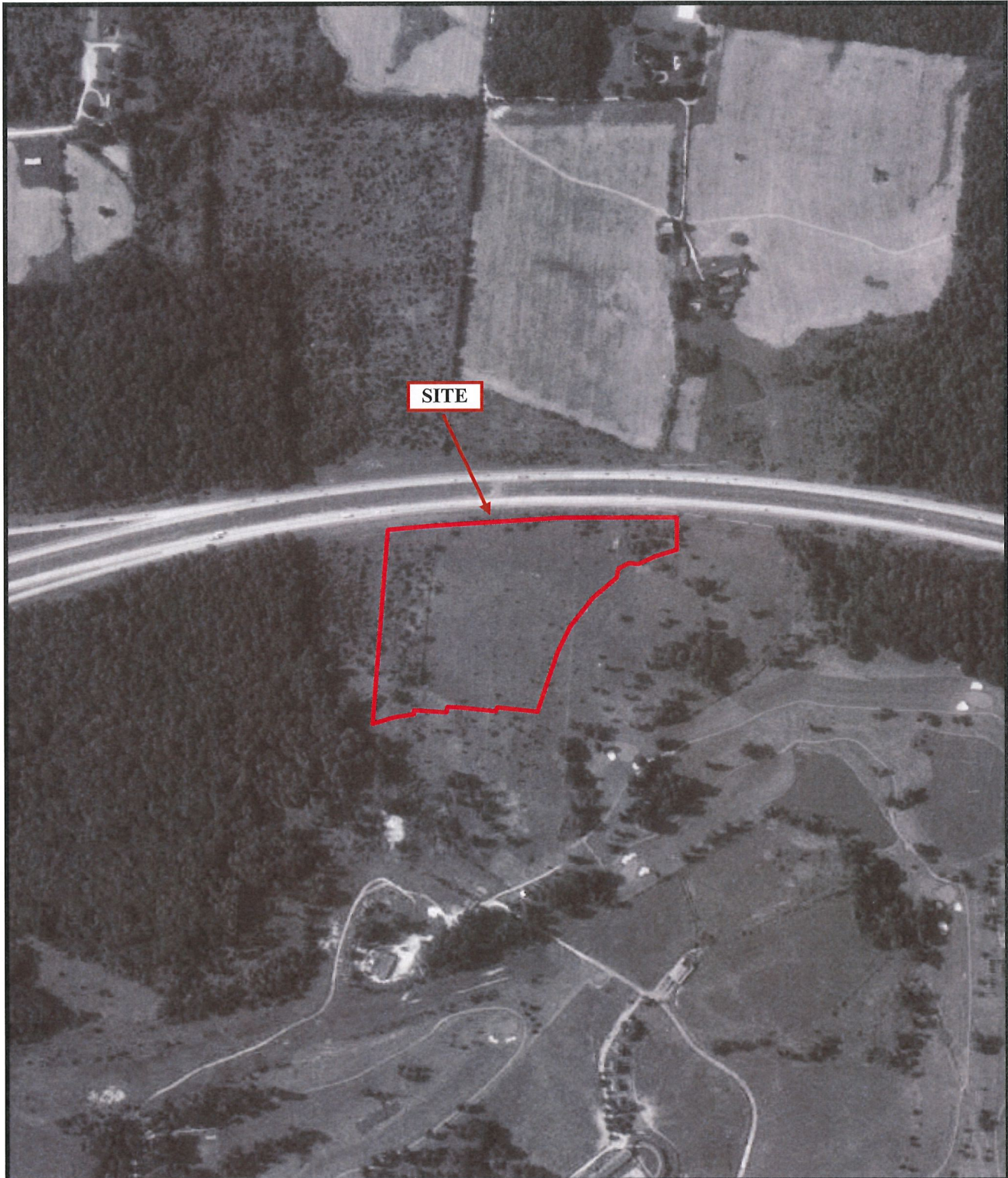


Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH

NTS
(Site boundaries are approximate.)

1971 Aerial Photograph
KCI Project 121805380



SITE

Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042



NTS
(Site boundaries are approximate.)

1979 Aerial Photograph

KCI Project 121805380



SITE

Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH

NTS
(Site boundaries are approximate.)

1981 Aerial Photograph

KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042




NTS
(Site boundaries are approximate.)

1988 Aerial Photograph

KCI Project 121805380




Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH
NTS
(Site boundaries are approximate.)

1992 Aerial Photograph
KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH


NTS
(Site boundaries are approximate.)

1998 Aerial Photograph

KCI Project 121805380



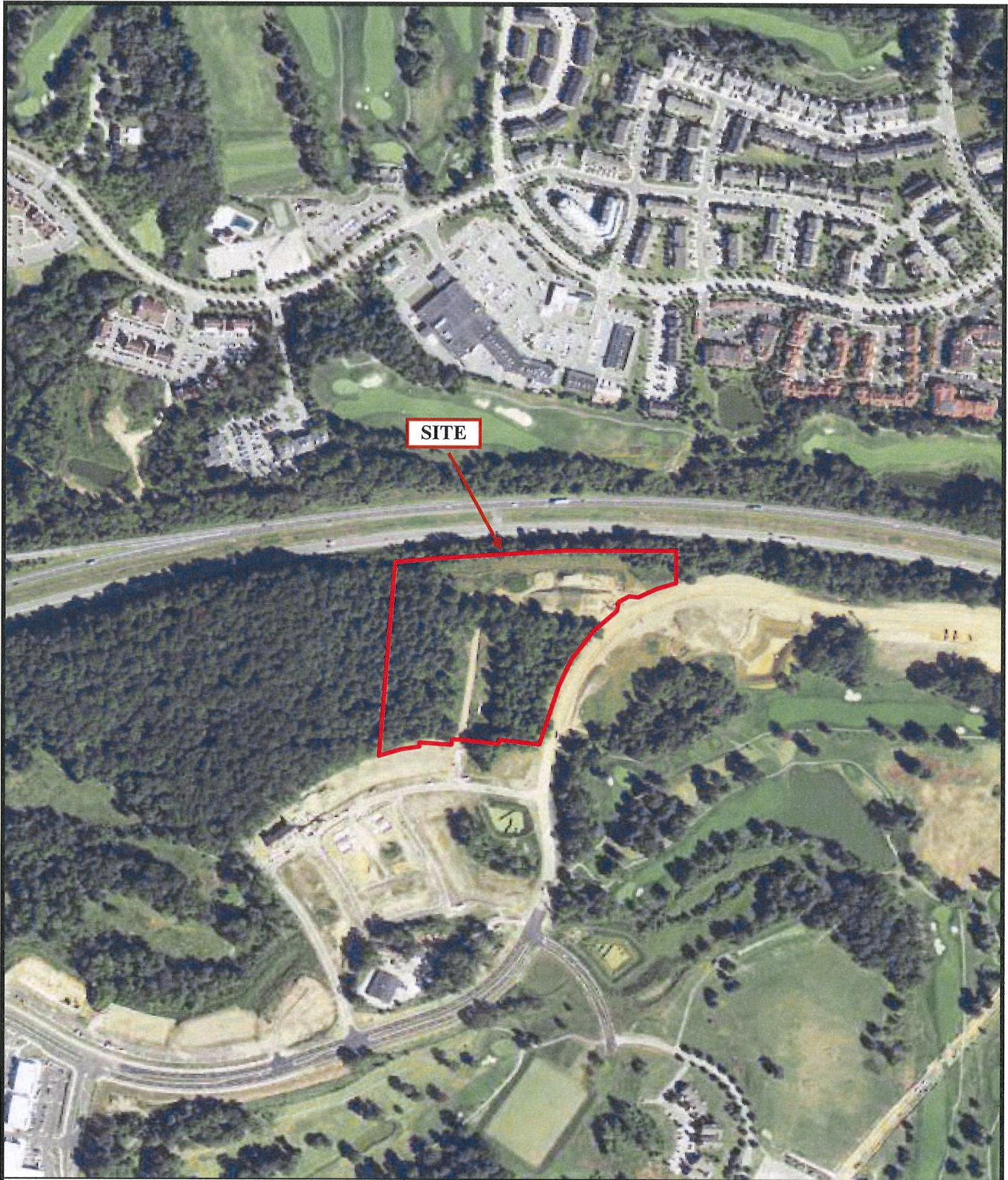
Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH

NTS
(Site boundaries are approximate.)

2009 Aerial Photograph

KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042



NTS
(Site boundaries are approximate.)

2013 Aerial Photograph

KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042

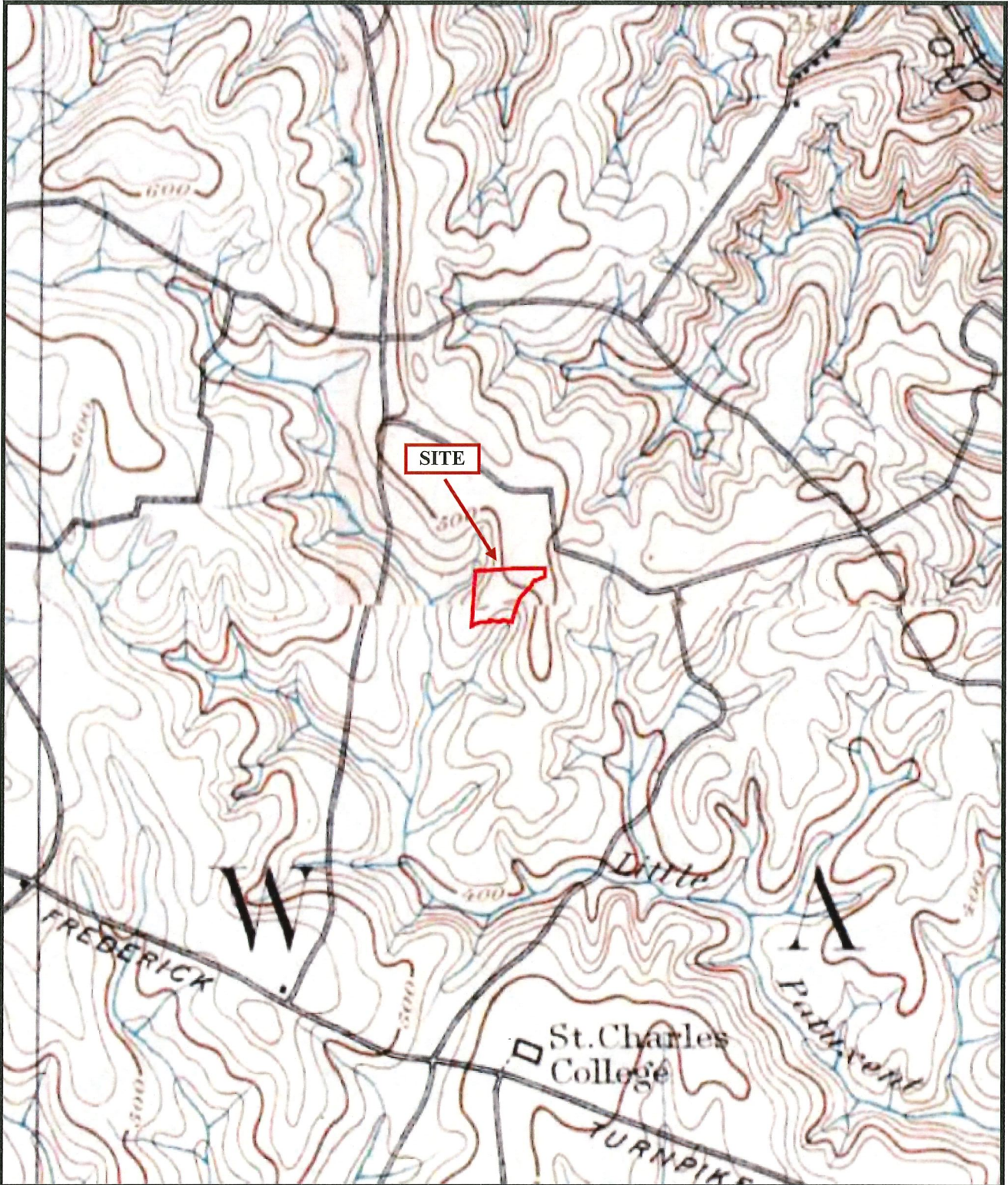

NORTH

NTS
(Site boundaries are approximate.)


2017 Aerial Photograph
KCI Project 121805380

APPENDIX G

Historic Topographic Maps

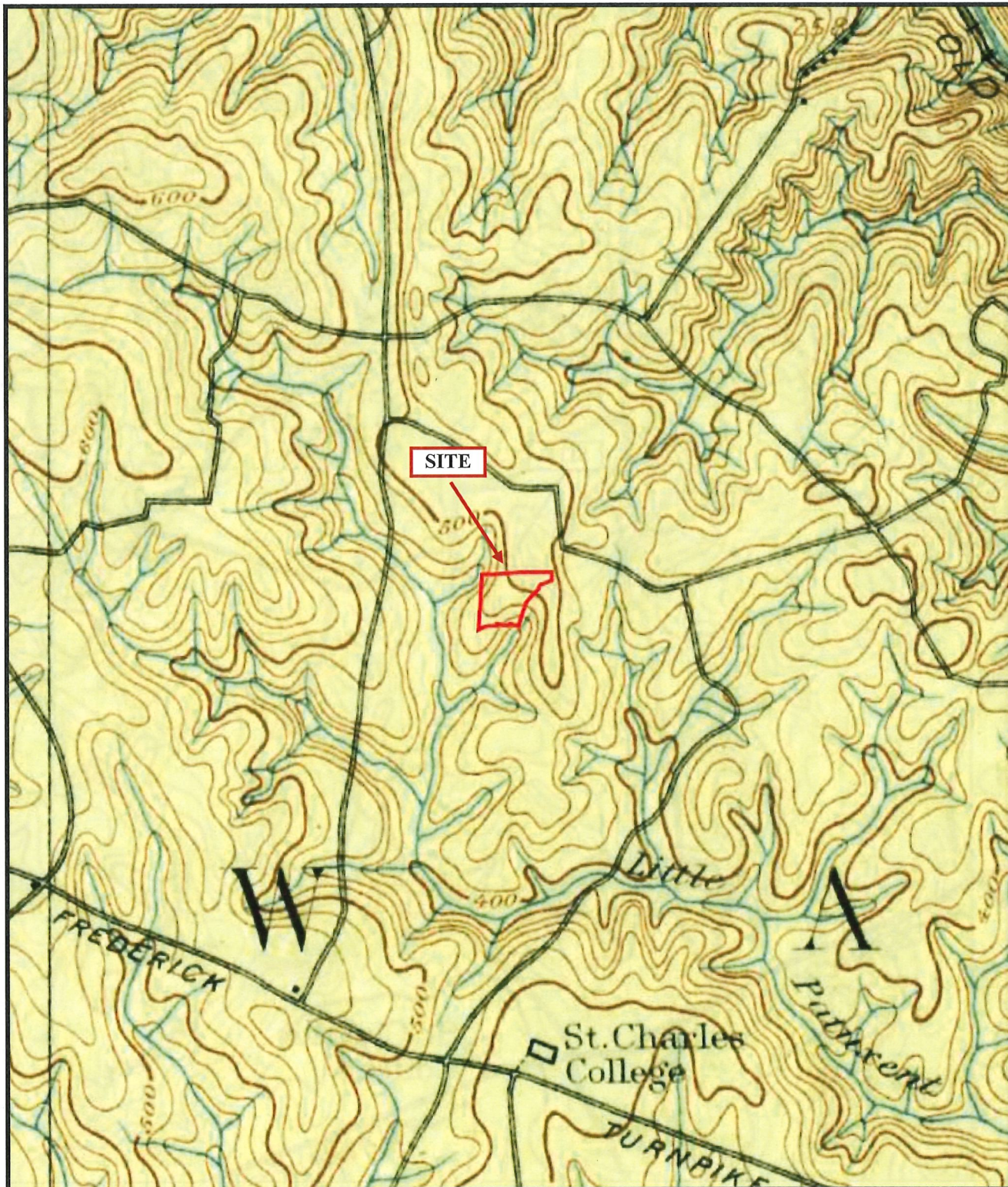


Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042



NORTH
NTS
(Site boundaries are approximate.)

1890 Topographic Map

KCI Project 121805380

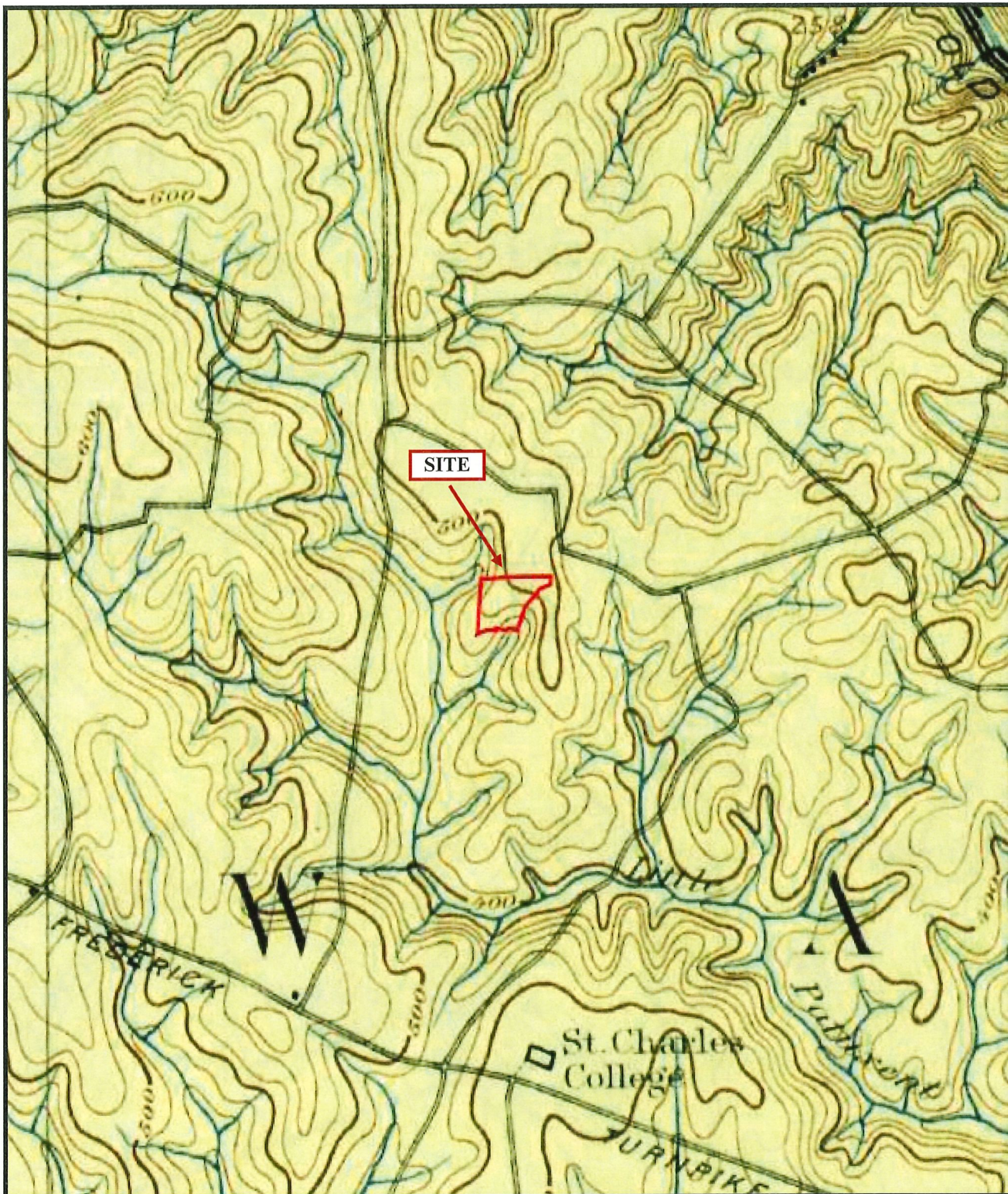


Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH

NTS
(Site boundaries are approximate.)

1892 Topographic Map
KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042

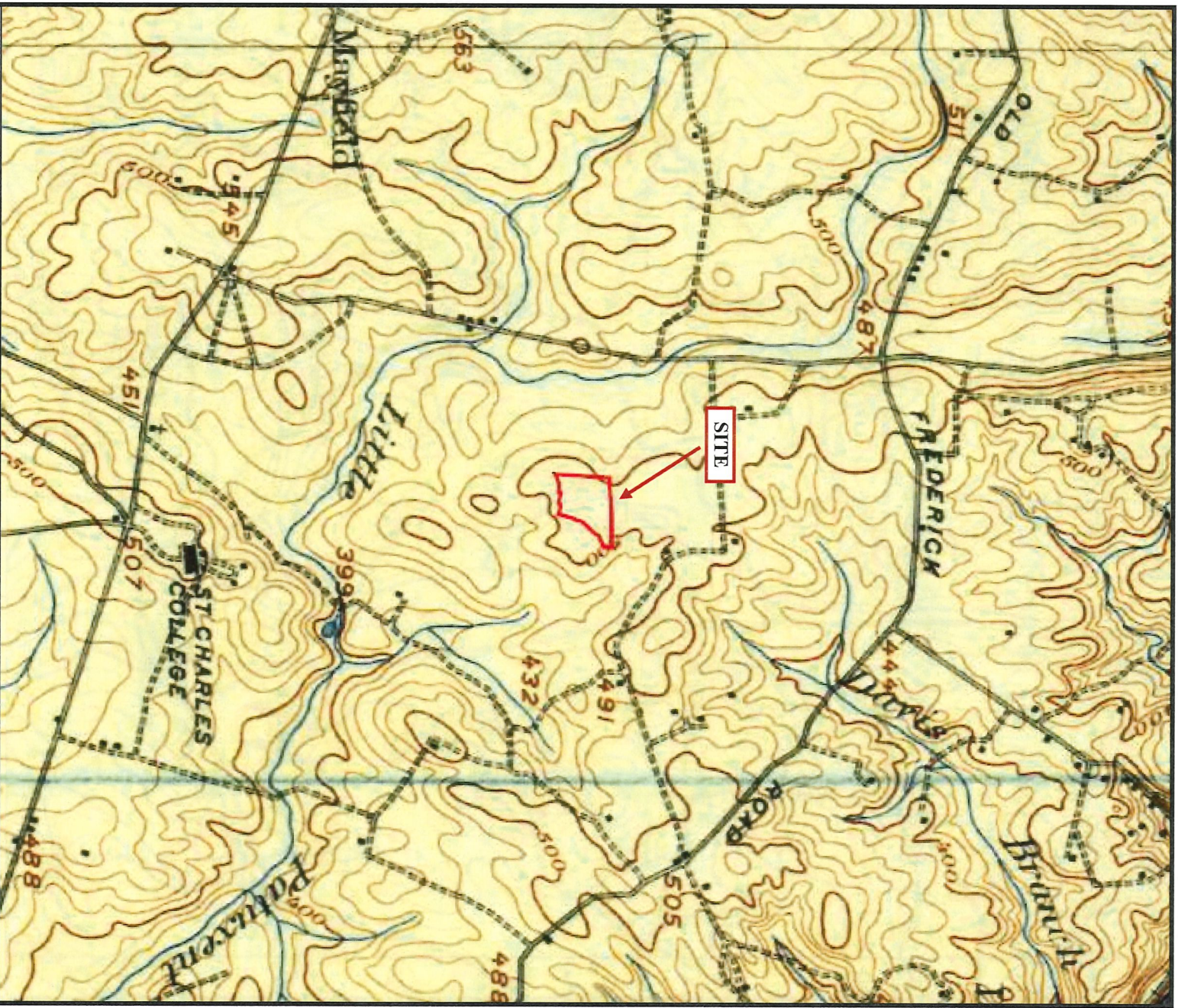


NORTH

NTS
(Site boundaries are approximate.)

1894 Topographic Map

KCI Project 121805380




Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042

NORTH
NTS
(Site boundaries are approximate.)

1906 Topographic Map
KCI Project 121805380



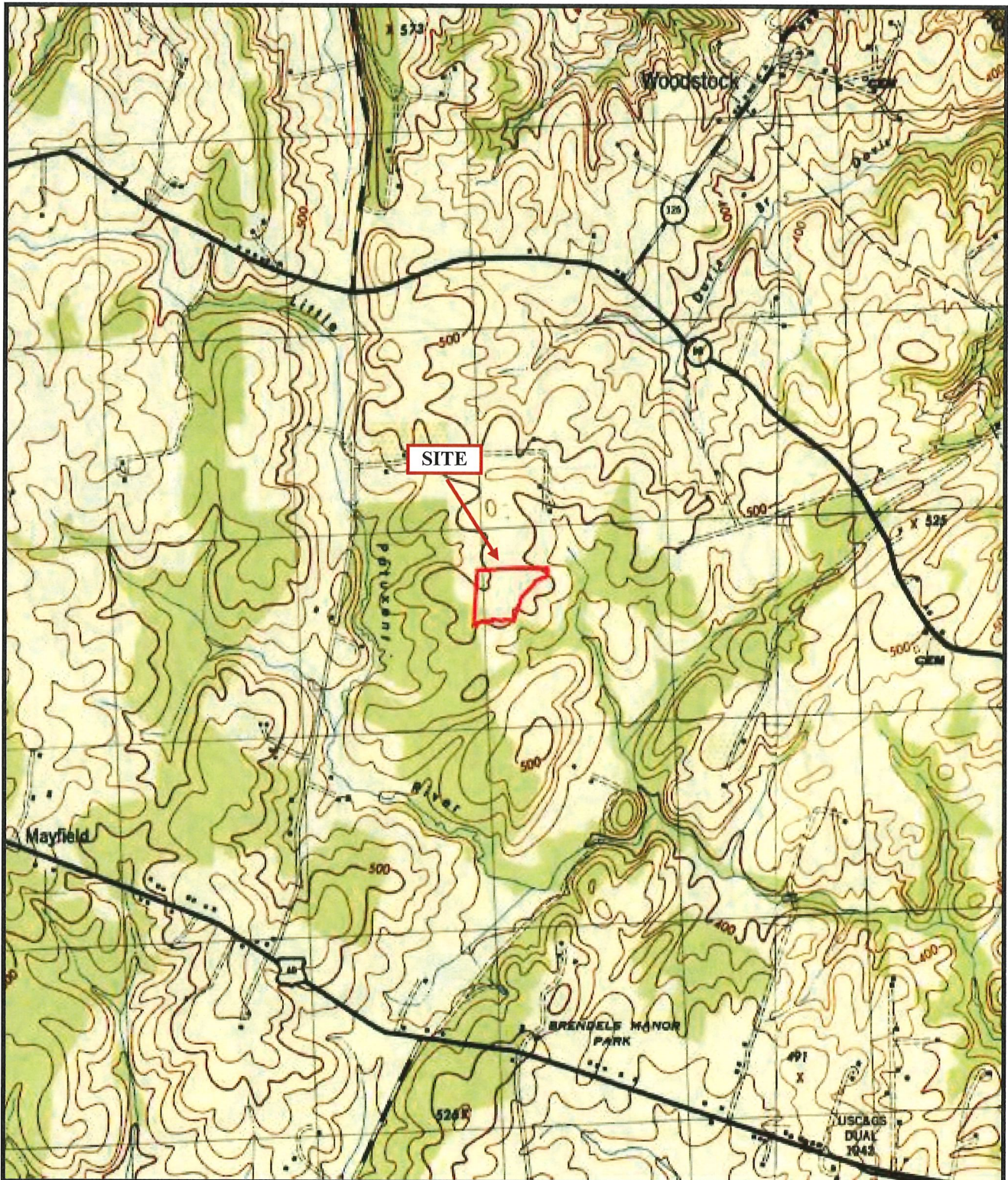
Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH


NTS
(Site boundaries are approximate.)

1908 Topographic Map

KCI Project 121805380

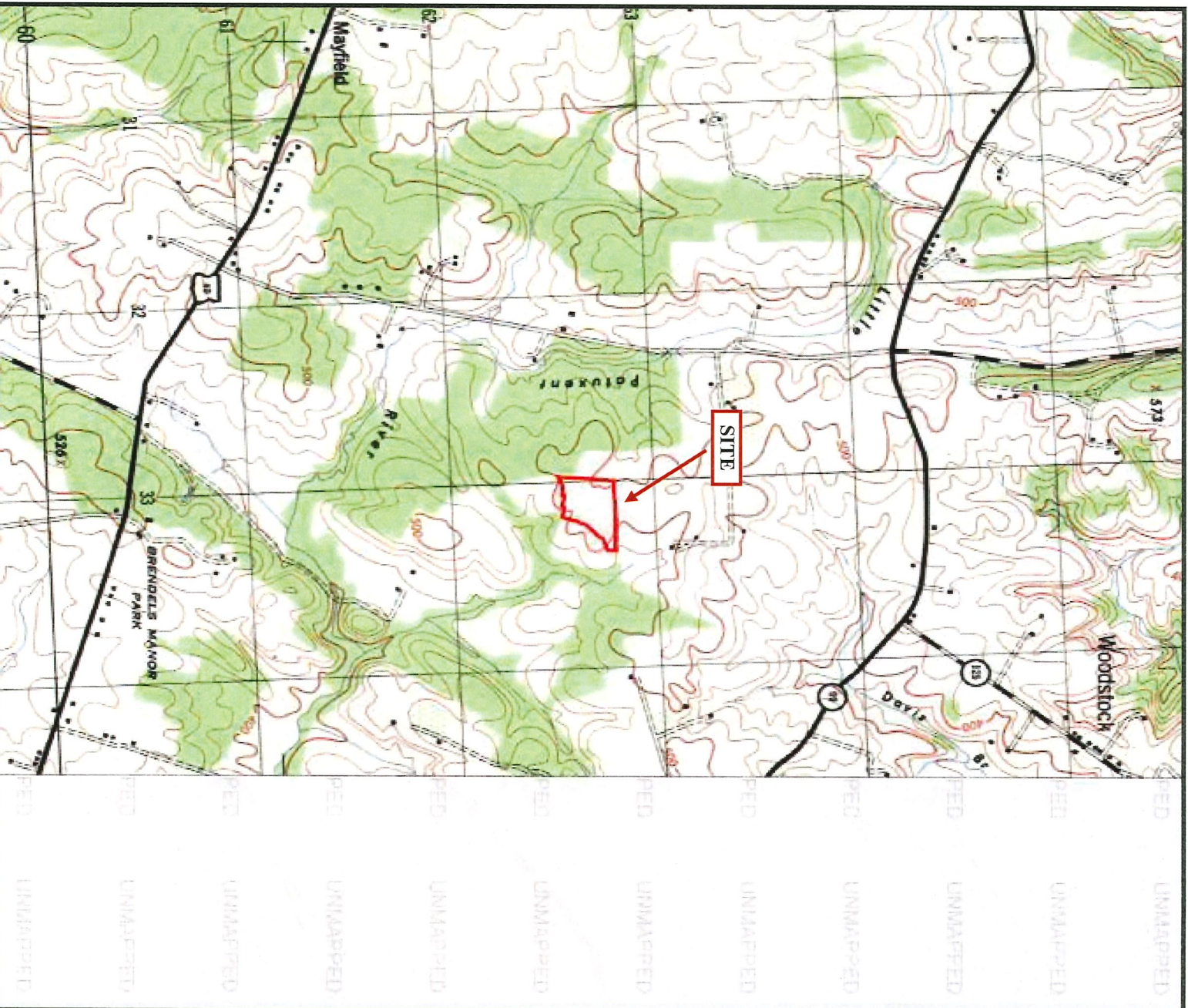


Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042


NORTH

NTS
(Site boundaries are approximate.)

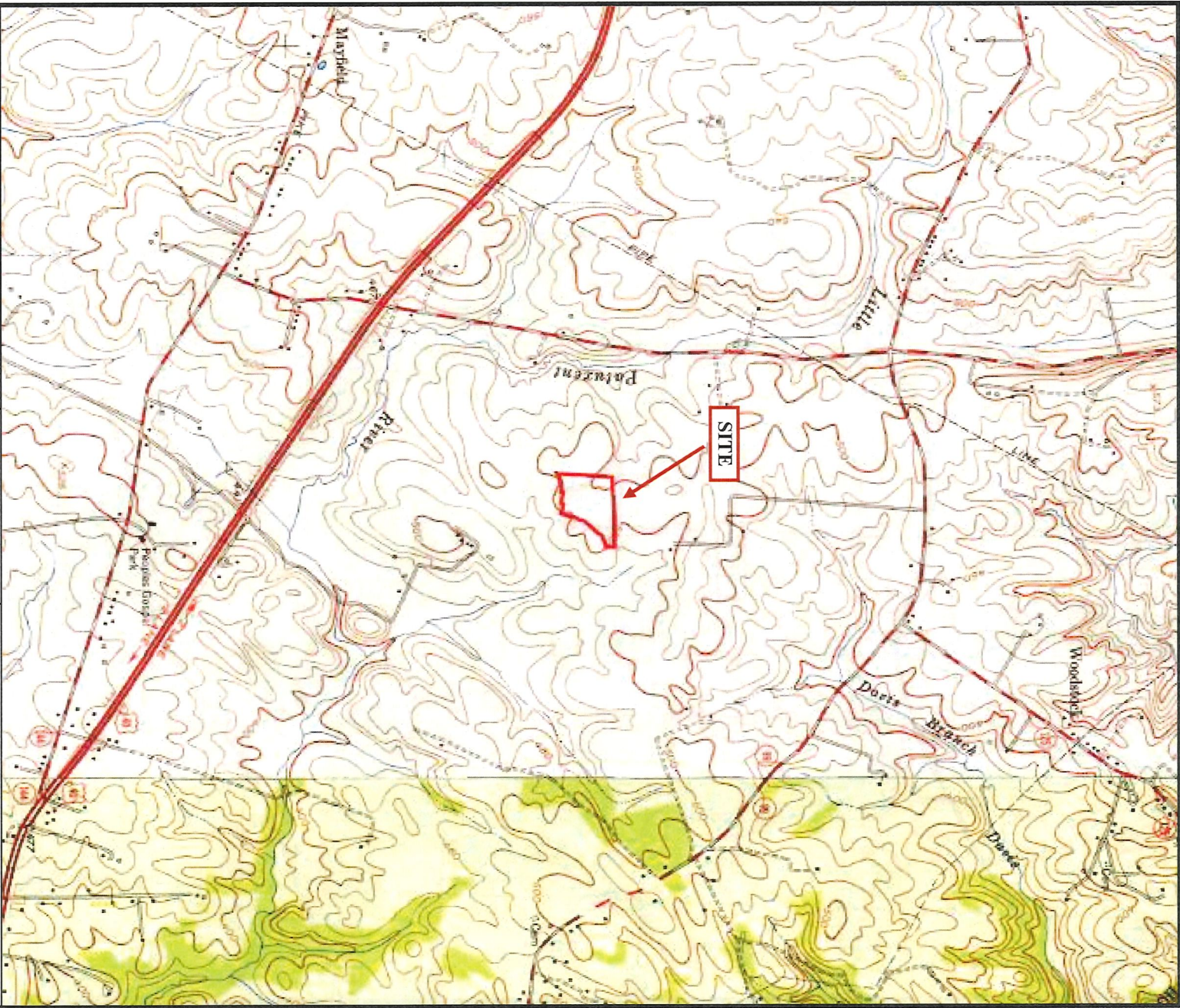
1944 Topographic Map
KCI Project 121805380



Phase I Environmental Site Assessment
 Turf Valley Site
 Resort Road
 Ellicott City, Maryland 21042

NORTH
 NTS
 (Site boundaries are approximate.)

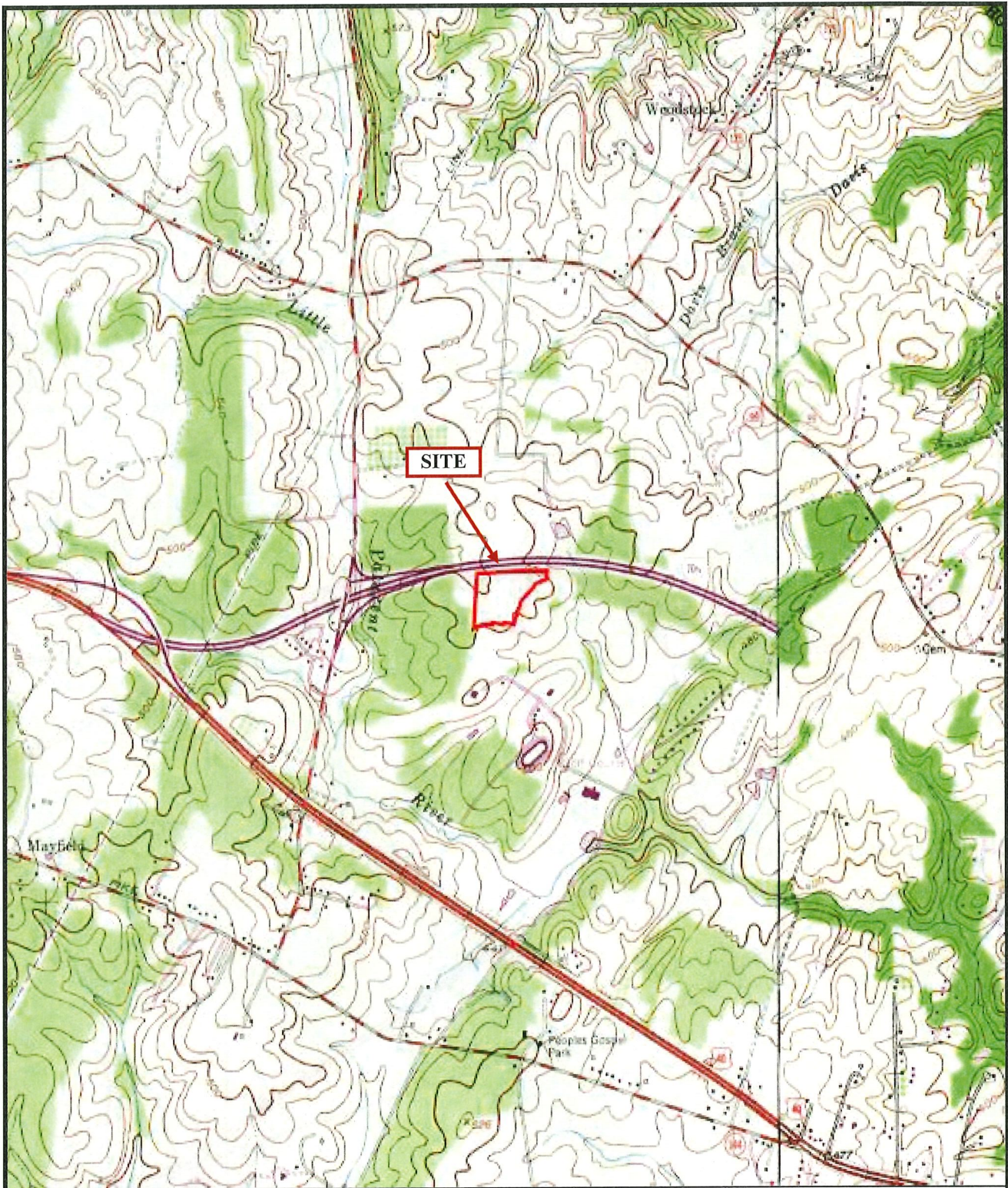
1946 Topographic Map
 KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042

NORTH
NTS
(Site boundaries are approximate.)

1953 Topographic Map
KCI Project 121805380



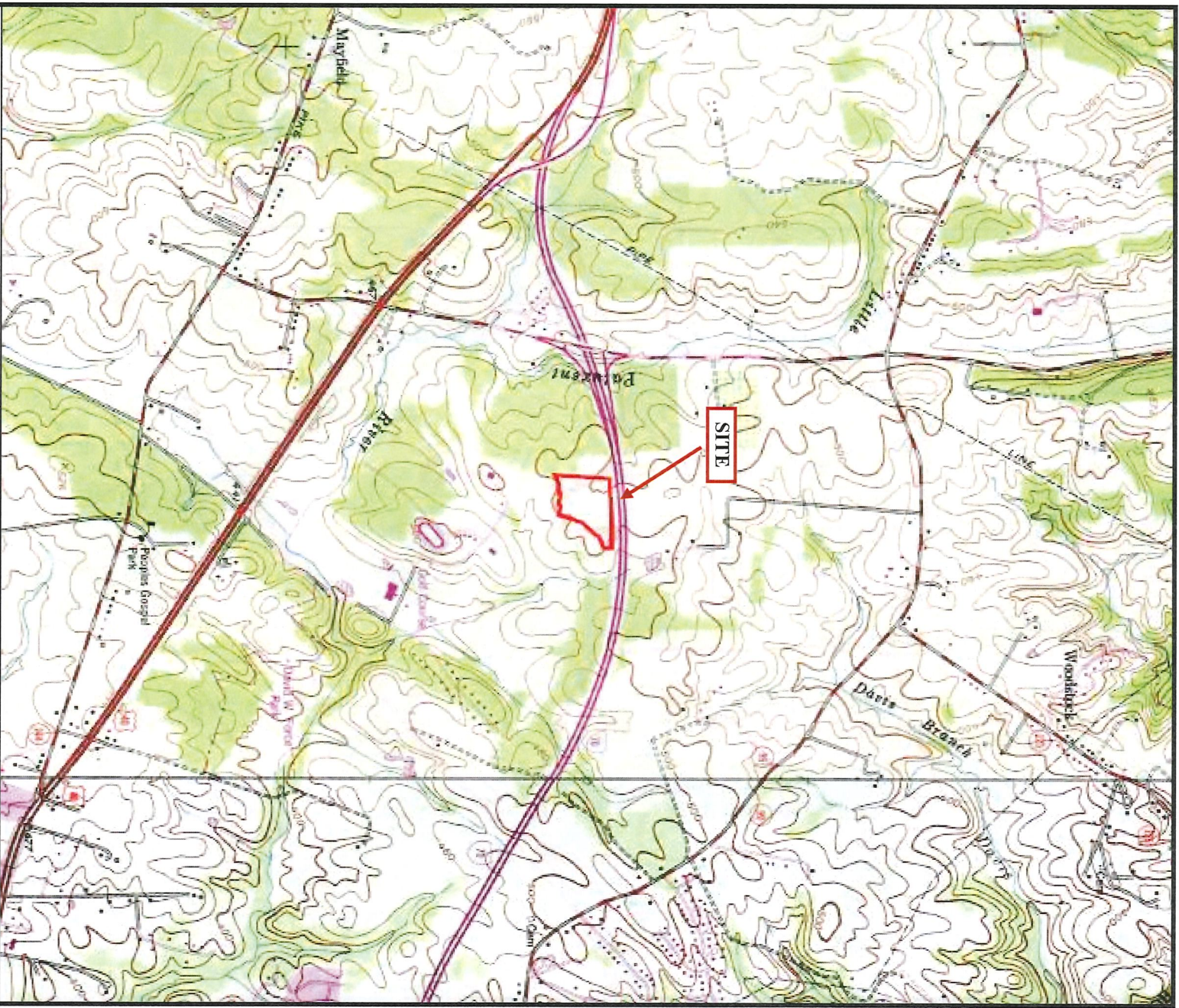
Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042



NTS
(Site boundaries are approximate.)

1966/1971 Topographic Map

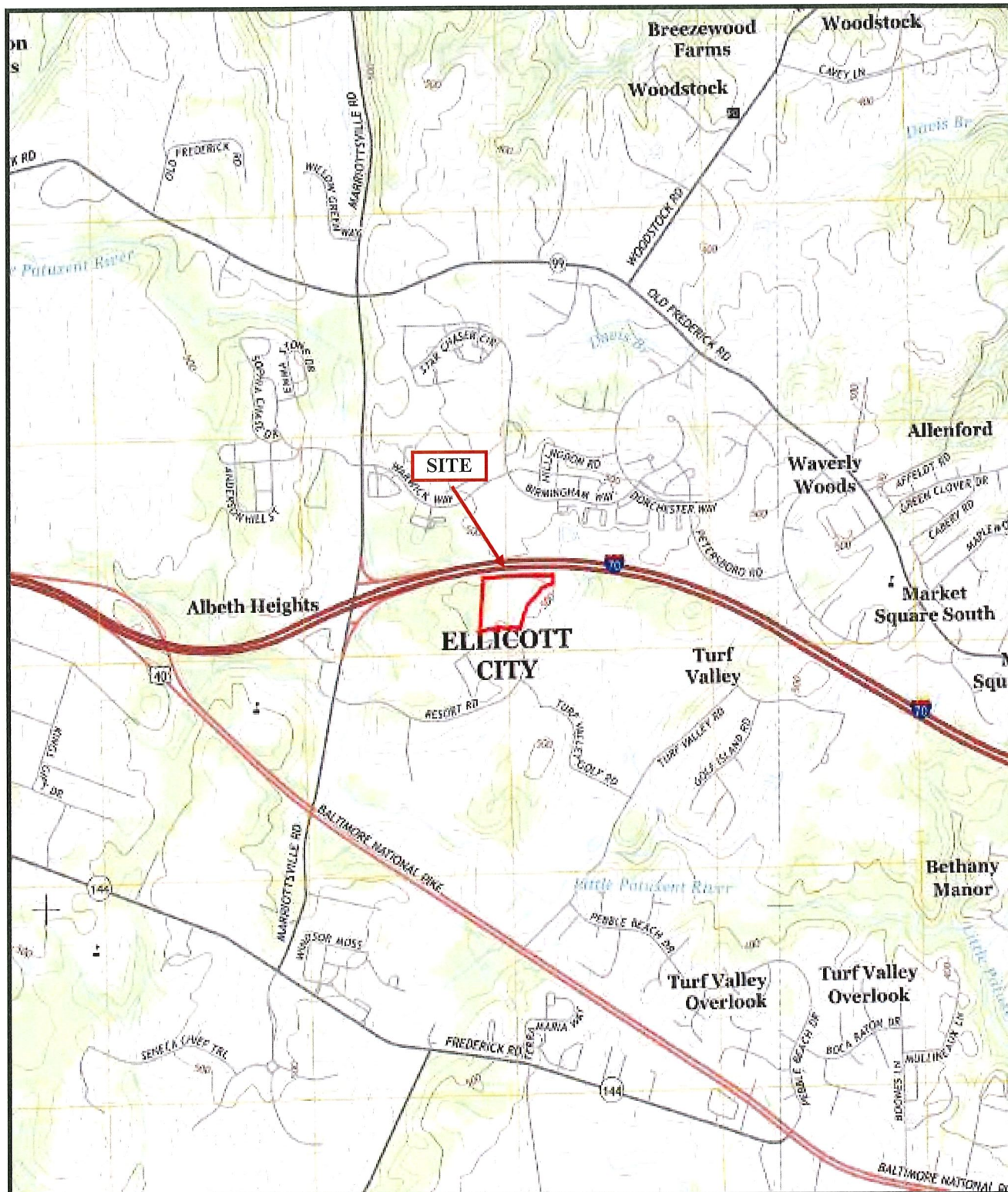
KCI Project 121805380



Phase I Environmental Site Assessment
Turf Valley Site
Resort Road
Ellicott City, Maryland 21042

NORTH
NTS
(Site boundaries are approximate.)

1974/1979 Topographic Map
KCI Project 121805380



Phase I Environmental Site Assessment
 Turf Valley Site
 Resort Road
 Ellicott City, Maryland 21042



NORTH

NTS

(Site boundaries are approximate.)

2014 Topographic Map

KCI Project 121805380

APPENDIX H

City Directory Abstract

Turf Valley Site

Resort Road
Ellicott City, MD 21042

Inquiry Number: 5418975.5
September 13, 2018

The EDR-City Directory Image Report

TABLE OF CONTENTS

SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RECORD SOURCES

EDR's Digital Archive combines historical directory listings from sources such as Cole Information and Dun & Bradstreet. These standard sources of property information complement and enhance each other to provide a more comprehensive report.

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Data by

infoUSA[®]

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RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2014	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EDR Digital Archive
2010	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EDR Digital Archive
2005	<input type="checkbox"/>	<input type="checkbox"/>	EDR Digital Archive
2000	<input type="checkbox"/>	<input type="checkbox"/>	EDR Digital Archive
1995	<input type="checkbox"/>	<input type="checkbox"/>	Stewart's Criss-Cross Directory
1990	<input type="checkbox"/>	<input type="checkbox"/>	Stewart's Criss-Cross Directory
1985	<input type="checkbox"/>	<input type="checkbox"/>	Stewart's Criss-Cross Directory
1980	<input type="checkbox"/>	<input type="checkbox"/>	Stewart's Criss-Cross Directory
1975	<input type="checkbox"/>	<input type="checkbox"/>	Stewart's Criss-Cross Directory
1970	<input type="checkbox"/>	<input type="checkbox"/>	Stewart's Criss-Cross Directory
1967	<input type="checkbox"/>	<input type="checkbox"/>	Stewart's Criss-Cross Directory

FINDINGS

TARGET PROPERTY STREET

Resort Road
Ellicott City, MD 21042

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
-------------	-----------------	---------------

RESORT RD

2014	pg A1	EDR Digital Archive	
2010	pg A2	EDR Digital Archive	
2005	-	EDR Digital Archive	Target and Adjoining not listed in Source
2000	-	EDR Digital Archive	Target and Adjoining not listed in Source
1995	-	Stewart's Criss-Cross Directory	Street not listed in Source
1990	-	Stewart's Criss-Cross Directory	Street not listed in Source
1985	-	Stewart's Criss-Cross Directory	Street not listed in Source
1980	-	Stewart's Criss-Cross Directory	Street not listed in Source
1975	-	Stewart's Criss-Cross Directory	Street not listed in Source
1970	-	Stewart's Criss-Cross Directory	Street not listed in Source
1967	-	Stewart's Criss-Cross Directory	Street not listed in Source

FINDINGS

CROSS STREETS

No Cross Streets Identified

City Directory Images

Target Street

Cross Street

Source

✓

-

EDR Digital Archive

RESORT RD 2014

11071 MIMIS KABOB
ORGANIC CLEANERS AND TAILORS

11075 HARRIS TEETER LLC

11079 PETITE CELLARS
VINO LLC

11085 PATIANA INC
SUBWAY
XITOMATE TURF VALLEY LLC

11095 FACCI TURF VALLEY

11099 BETA SHIPPING
GRILLE 620
PET VALU

11105 PINOTS PALETTE
TIGER WORLD CLASS TAE KWON
TURF VALLEY ASIAN BISTRO INC

11150 ENCORE NURSING CENTER
LORIEN - HOWARD INC
MHE-LORIEN ASSISTED LIVING

Target Street

✓

Cross Street

-

Source

EDR Digital Archive

RESORT RD 2010

11150 LORIEN ENCORE AT TURF VAL
MHE-LORIEN ASSISTED LIVING
MILLENNIUM PHARMACY SYSTEMS

APPENDIX I

EDR Lien Search Report

Turf Valley Site

Resort Road
Ellicott City, MD 21042

Inquiry Number: 5418975.7
September 19, 2018

EDR Environmental Lien and AUL Search

EDR Environmental Lien and AUL Search

The EDR Environmental Lien and AUL Search Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied address information to:

- search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' offices, registries of deeds, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved, and description); and
- provide a copy of the deed or cite documents reviewed.

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

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EDR Environmental Lien and AUL Search

TARGET PROPERTY INFORMATION

ADDRESS

Resort Road
Turf Valley Site
Ellicott City, MD 21042

RESEARCH SOURCE

Source 1:

Howard Recorder
Howard, MD

PROPERTY INFORMATION

Deed 1:

Type of Deed: Deed
Title is vested in: Mangione Enterprises of Turf Valley Limited Partne
Title received from: Vincent M Guida et al
Deed Dated: 9/10/1999
Deed Recorded: 1/21/2000
Book: 4997
Page: 619
Volume: NA
Instrument: NA
Docket: NA
Land Record Comments: see exhibit
Miscellaneous Comments: NA

Legal Description: see exhibit

Legal Current Owner: Mangione Enterprises of Turf Valley Limited Partnership

Parcel # / Property Identifier: 03-289796

Comments: see exhibit

Deed 3:

Type of Deed: Deed
Title is vested in: Turf Valley Master Community Association Inc et al
Title received from: Mangione Enterprises of Turf Valley Limited Partne
Deed Dated: 8/17/2015
Deed Recorded: 8/20/2015
Book: 16393
Page: 544
Volume: NA
Instrument: NA
Docket: NA
Land Record Comments:

EDR Environmental Lien and AUL Search

Miscellaneous Comments: see exhibit
NA

Legal Description: see exhibit

Legal Current Owner: Turf Valley Master Community Association Inc et al

Parcel # / Property Identifier: 03-595520

Comments: see exhibit

Deed 4:

Type of Deed: Deed
Title is vested in: Turf Valley Associates
Title received from: Joan K Aylor
Deed Dated: 1/4/1966
Deed Recorded: 1/5/1966
Book: 447
Page: 775
Volume: NA
Instrument: NA
Docket: NA
Land Record Comments: see exhibit
Miscellaneous Comments: NA

Legal Description: see exhibit

Legal Current Owner: Turf Valley Associates

Parcel # / Property Identifier: 03-355519, 03-355535

Comments: see exhibit

ENVIRONMENTAL LIEN

Environmental Lien: Found Not Found

EDR Environmental Lien and AUL Search

OTHER ACTIVITY AND USE LIMITATIONS (AULS)

AULs: Found Not Found

If found:

1st Party:	NA
2nd Party:	NA
Dated:	4/16/2013
Recorded:	4/17/2013
Book:	14848
Page:	193
Docket:	NA
Volume:	NA
Instrument:	NA
Comments:	see exhibit
Miscellaneous Comments:	NA

Deed Exhibit 1

DEED--FEE SIMPLE--INDIVIDUAL GRANTOR--LONG TERM

000093

THIS DEED, MADE this 10th day of September in the year one thousand nine hundred and ninety-nine, by and between VINCENT M. GUIDA and MACOLM B. KANE, Trustees, parties of the first part, GRANTORS, and Mangione Enterprises of Turf Valley Limited Partnership, party of the second part, Grantee.

WITNESSETH, That in consideration of the sum of Zero Dollars and 00 Cents, and other good and valuable consideration, the receipt of which is acknowledged, said GRANTORS do grant and convey to the said GRANTEE, its successor and assigns, in fee simple, all that lot of ground situate in Howard County, Maryland and described as follows, that is to say:

ALL of that parcel of land consisting of 26.1661 acres, more or less, conveyed to GRANTORS in a Deed from Larry Realty Limited Partnership, et. al., dated August 8, 1996 and recorded among the Land Records of Howard County, Maryland in Liber 3853, Folio 696, with said 26.1661 acres, more or less, parcel being further described on Exhibit A hereto and shown on Exhibit B hereto.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said GRANTEES, their personal representatives and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 4997, p. 0619, MSA_CES3_4981. Date available 05/05/2004. Printed 09/11/2018.

5.
20

property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said GRANTOR.

Test:

GRANTORS:

Thomas M. Groome

Vincent M. Guida [Seal]
✓ Vincent M. Guida

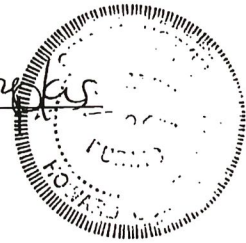
Malcolm B. Kane [Seal]
✓ Malcolm B. Kane

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 24th day of August, 1999, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared MALCOLM B. KANE, who made oath in due form of law that he executed the foregoing Deed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Thomas M. Groome
Notary Public



My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this 10th day of September, 1999, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared VINCENT M. GUIDA, who made oath in due form of law that he executed the foregoing Deed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

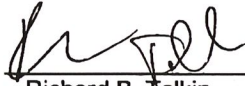
Thomas M. Groome
Notary Public
THOMAS M. GROOME, III
Notary Public
Howard Co., MD
My Comm. Exps. Sept. 01, 2001

My Commission Expires: _____

All Taxes on Assessments certified to the Collector of Taxes for Howard County, Md. by 1-21-00 have been paid. This statement is for the purpose of remaining on record and is not assurance against further delinquency for prior periods, nor does it constitute satisfaction of 2000 tax sales. CB8799.01

03-289796

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



Richard B. Talkin

RETURN AFTER RECORDING TO:

Richard B. Talkin, Esquire
Richard B. Talkin, P.A.
9175 Guilford Road, Suite 301
Columbia, Maryland 21046-1859

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 4997, p. 0621, MSA_CE53_4981. Date available 05/05/2004. Printed 09/11/2018.



DESCRIPTION OF PROPERTY
TO BE CONVEYED BY LARRY REALTY CO.
INTERSTATE 70, MARRIOTTSTVILLE ROAD
HOWARD COUNTY, MARYLAND

BEGINNING FOR THE SAME at an iron pin set on the Southerly right of way line of U.S. Interstate 70 as shown on the State Highway Administration Plat No. 31491 at its intersection with the third or South 12 degrees 53 minutes 20 seconds West 2398.56 foot line of land which by Deed dated August 28, 1964 and recorded among the Land Records of Howard County in Liber 424, page 206 was conveyed by Iola B. Wilson et al to Larry Realty Co. et al; said point being also situate at the end of the 16th or North 04 degrees 46 minutes 20 seconds East 648.37 foot line of land which by Deed dated December 20, 1978 and recorded among the above mentioned Land Records in Liber 920, Folio 250 was conveyed by Turf Valley Associates to Mangione Enterprises of Turf Valley; thence leaving U.S. Interstate 70 and binding along the division lines between the lands of said Larry Realty Co., and Mangione Enterprises of Turf Valley as described in the above mentioned Deeds and as now surveyed, the following four courses and distances: 1) South 04 degrees 46 minutes 13 seconds West 647.28 feet to a stone found 2) North 71 degrees 03 minutes 51 seconds West 483.31 feet to a large stone found 3) South 19 degrees 57 minutes 00 seconds West 724.00 feet to an iron pin set and 4) North 66 degrees 24 minutes 40 seconds West 1,355.37 feet to intersect the Southerly right of way line of U.S. Interstate 70, at its connection with Marriottsville Road and shown on State

7427 Harford Road
Baltimore, Maryland 21234-7160
(410) 444-4312
Fax: (410) 444-1647

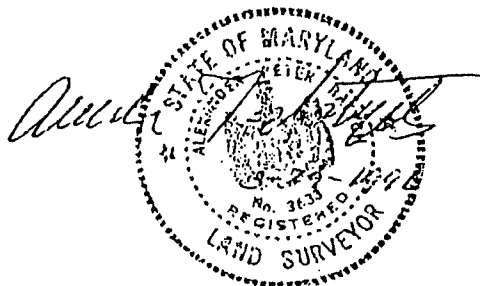
DESCRIPTION OF PROPERTY
TO BE CONVEYED
BY LARRY REALTY, CO.,
U.S. INTERSTATE 70, MARRIOTTSVILLE ROAD
HOWARD COUNTY, MARYLAND
PAGE 2

Highway Administration Plat No. 31492; thence binding along the right of way lines of said U.S. Interstate 70, as now surveyed, the following four courses and distances: 1) by a curve to the right having a radius of 1045.92 feet for an arc length of 434.21 feet and a chord of North 58 degrees 42 minutes 06 seconds East 431.10 feet 2) North 72 degrees 36 minutes 54 seconds East 860.56 feet 3) North 74 degrees 32 minutes 20 seconds East 213.96 feet and 4) by a curve to the right having a radius of 7,489.44 feet for an arc length of 610.88 feet and a chord of North 81 degrees 41 minutes 27 seconds East 610.71 feet to the point of beginning;

Containing 26.1661 acres more or less.

Being all of the land laying South of U.S. Interstate 70 which is part of the land conveyed by the hereinmentioned Deed from Iola B. Wilson et al to Larry Realty Co., et al dated August 28, 1964 and recorded in Liber 424, page 206.

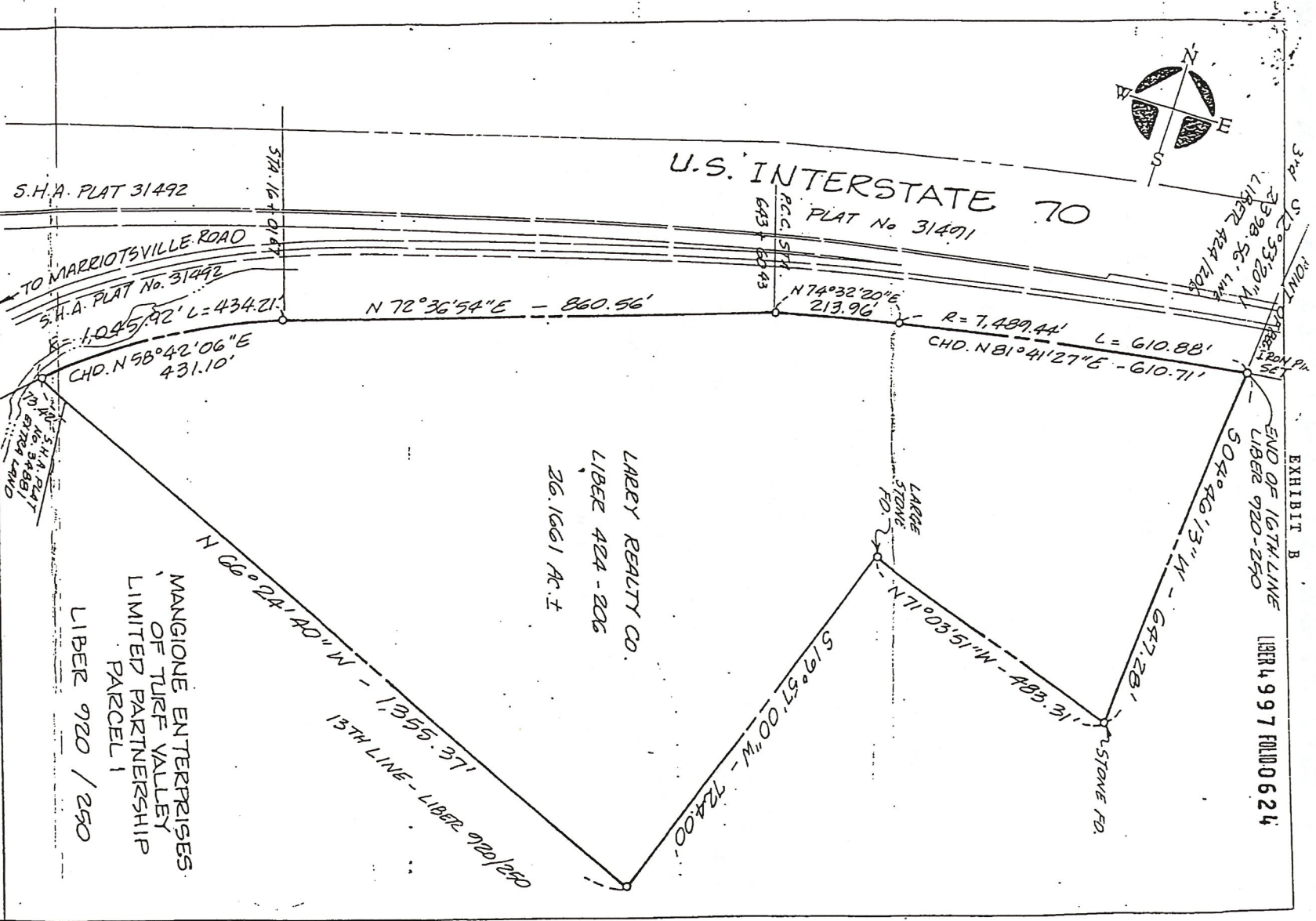
03/29/96





APR ASSOCIATES, INC.
 ENGINEERS • SURVEYORS
 7427 Hillford Road • Baltimore, Maryland 21234-7160
 (410) 444-4312 • FAX: (410) 444-1617

PLAT TO ACCOMPANY
 DESCRIPTION FOR
 CONVEYANCE OF PROPERTY
 INTERSTATE 70, MARIOTSVILLE RD.
 AND U.S. ROUTE 40
 ELECTION DISTRICT 2 & 3
 HOWARD CO., MARYLAND
 1" = 200'
 MAR. / 11 / 1992



7-11-92

LAND INSTRUMENT INTAKE SHEET

Vincent M. Guida and Malcolm B. Kane, Trustees
to
Mangione Enterprises of Turf Valley Limited Partnership

Explanation of exemption from recordation and transfer taxes:

This property is the subject of an Agreement dated November 27, 1995 between GTW Joint Venture and Mangione Enterprises of Turf Valley Limited Partnership ("Mangione"), recorded among the Land Records of Howard County at Liber 3610, folio 097. Pursuant to Section 12(b) of the Agreement (copy attached), this property (described in Exhibit A to the Agreement as 25 acres, more or less, the residue of Deed Liber 424, folio 208) was conveyed to Vincent M. Guida and Malcolm B. Kane, as Trustees for the benefit of Mangione, by a Deed dated August 8, 1996 and recorded among the Land Records of Howard County at Liber 3853, folio 696. Transfer and recordation taxes were paid on that conveyance. The Agreement further provides that the property would subsequently be conveyed out to the beneficiary, Mangione, upon the satisfaction of certain conditions, for no additional consideration, which is being accomplished by this Deed.

IMP FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Res# HQ02 Ropt # 32756
HDR FAK Rk # 2073
Jan 21, 2000 11:51 am

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 4997, p. 0625, MSA_CE53_4981. Date available 05/05/2004. Printed 09/11/2018.

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Howard

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

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

(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority: County Transfer property was held in trust. See Attached

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only (Transfer and Recordation Tax Consideration)

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other

6 Description of Property
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s): Vincent M. Guida and Malcolm B Kane, Trustees
Doc. 2 - Grantor(s) Name(s):

8 Transferred To
Doc. 1 - Grantee(s) Name(s): Mangione Enterprises of Turf Valley Limited Partnership
Doc. 2 - Grantee(s) Name(s):

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Jonathon E. Greenstein, Esq.
Firm: Richard B. Talkin, P.A.
Address: 9175 Guilford Road, Suite 301 Columbia, MD 21046 Phone: 410 730-7733

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Yes X No Will the property being conveyed be the grantee's principal residence?
Yes X No Does transfer include personal property? If yes, identify:
Yes X No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Table with columns: Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, Geo., Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. St., Sub, Plat, Section, Ex. Cd., Block, Lot, Occ. Cd.

REMARKS:

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 4997, p. 0626, MSA_CE53_4981. Date available 05/05/2004. Printed 09/11/2018.

Space reserved for Circuit Court Recording Section

Deed Exhibit 2

**NO TITLE EXAMINATION
NO CONSIDERATION**

**TAX ID NOS.: 03-595520
03-595523**

COMMON AREAS DEED

THIS COMMON AREAS DEED (this "Deed") is made this 17th of August, 2015, by MANGIONE ENTERPRISES OF TURF VALLEY LIMITED PARTNERSHIP, a Maryland limited partnership (the "Declarant"), MARY C. MANGIONE ("MM") and TURF VALLEY MASTER COMMUNITY ASSOCIATION, INC., a Maryland nonstock corporation (the "Association").

WITNESSETH, THAT IN CONSIDERATION of the premises (the actual consideration paid or to be paid for the within conveyance being \$0.00), and for other consideration, the receipt and adequacy of which are hereby acknowledged, the Declarant and MM hereby grant and convey unto the Association, and its successors and assigns, in fee simple, all of that land in Howard County, Maryland, which is described in Exhibit A hereto,

TOGETHER WITH any and all improvements thereon and any and all rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which land, improvements and appurtenances are referred to collectively as the "Property"),

TO HAVE AND TO HOLD the Property unto and to the proper use and benefit of the Association and its successors and assigns, in fee simple, subject to the operation and effect of any and all instruments and matters of record; and

BEING FURTHER SUBJECT TO the Environmental Covenant recorded among the Land Records in Liber 16181, folio 014 *et seq.*, which sets forth certain activity and use limitations on a portion of the Common Areas, specifically the following activity and use limitations, which all owners of the Property shall abide by:

1. The owner of the Property shall maintain the integrity of the clean fill (berm) cap on the Property at all times. At a minimum, the owner of the Property shall maintain records of the results of annual inspections of the clean fill (berm) cap conducted within the first ninety (90) days of each calendar year and have the records available upon request by the Maryland Department of the Environment. All deficiencies noted during each annual inspection shall be corrected within thirty (30) days thereafter and so documented in the maintenance record. All documentation shall be maintained for a period of at least ten (10) years.

2. Prior to conducting any excavation activities at the clean fill berm area, a site specific Health and Safety Plan for all personnel will be developed, implemented and maintained on site. The Health and Safety Plan must include appropriate dust control measures and air monitoring to ensure that all worker protection requirements are met. All personnel will be made aware of the Health and Safety Plan.

20
41

8/20/2015 09:08 AM Csh 0031 Reg 2047
T/Ref 0047080720 Grp 000001 R/Lne 000001
01 - Main Location
\$0.00
Validation Number: 0047-089762
Doc ID: 00000000-1300000000-999999
Doc Type: 99
Parcel Number: 03-595520
Operator: MCM
Amount: \$0.00

3. Any soil excavated or otherwise removed from the clean fill berm area must be tested, properly characterized and disposed of in accordance with applicable law(s). Soil from the clean fill berm area shall not be reused in current or future residential areas and/or areas zoned for residential use.

WITHOUT LIMITING THE GENERALITY of the foregoing provisions of this Common Areas Deed, the Declarant, MM and the Association hereby acknowledge to and agree with each party hereto and their respective heirs, personal representatives, successors and assigns, that (1) the title to the Property being conveyed to the Association by this Deed is encumbered by, and is being conveyed subject to, that certain Declaration of Covenants, Conditions and Restrictions (hereinafter, as amended, referred to as the "Declaration") dated April 16, 2013, and recorded among the Land Records of Howard County, Maryland in Liber 14848, folio 193 *et seq.*, as the same may be amended from time to time, made by the Declarant as well as the SWM Maintenance Agreements (as such term is defined in the Declaration); (2) the Declaration constitutes, and is intended to be recorded as part of, a general plan or scheme of development and use for all of that real property in Howard County which is hereinafter referred to as the "Community", as from time to time constituted, including the Property (but not for any real property not within the Community, as from time to time constituted); (3) the provisions of the Declaration and SWM Maintenance Agreements are and shall be covenants which run with, bind on, benefit and burden the title to both the Property, the Community Common Area and the rest of the Community, as fully as if such provisions were set forth at length in this Common Areas Deed (and for that purpose such provisions are hereby incorporated herein by reference); (4) the Property is part of the "Community Common Area", as that term is defined therein; and (5) the Association and owners shall, by the Association's execution and delivery of this Deed, be bound by the Declaration (including, but not limited to, the provisions thereof requiring the Association and its successors and assigns as owner of the Property to use it in accordance with the Declaration) and SWM Maintenance Agreements (including the indemnification by the Association and owners, as set forth in the Declaration).

THE DECLARANT AND MM HEREBY COVENANT that each will warrant specially the title to the Property which is hereby granted, and will execute such further assurances thereof as may be requisite, subject to the operation and effect of any and all instruments and matters of record or in fact on the date on which this Common Areas Deed is recorded among the Land Records of Howard County.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Deed or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

WITNESS/ATTEST:

MANGIONE ENTERPRISES OF TURF VALLEY LIMITED PARTNERSHIP

By: Turf Valley, Inc., its General Partner

[Signature]

By: *[Signature]* (SEAL)
Louis Mangione, Vice President

[Signature]

[Signature] (SEAL)
Mary C. Mangione

TURF VALLEY MASTER COMMUNITY ASSOCIATION, INC.

[Signature]

By: *[Signature]* (SEAL)
Louis Mangione, President

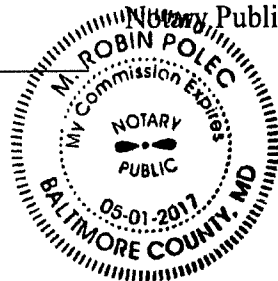
STATE OF MARYLAND, CITY/COUNTY OF Balto, TO WIT:

I HEREBY CERTIFY that on this 17th day of Aug, 2015, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared Louis Mangione, the Vice President of Turf Valley, Inc., General Partner of Mangione Enterprises of Turf Valley Limited Partnership, the Declarant named in the foregoing Common Areas Deed, and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the said Declarant.

AS WITNESS my hand and Notarial Seal

[Signature] (SEAL)

My Commission Expires: _____



All Taxes on Assessments recorded to the Collector of Taxes for Howard County, Md. by 8-20-15 have been paid. This statement is for the purpose of permitting recertification and is not assurance against further taxation even for prior periods nor does it guarantee satisfaction of outstanding tax sales

STATE OF MARYLAND, CITY/COUNTY OF Balto., TO WIT:

I HEREBY CERTIFY that on this 17th day of Aug, 2015, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Mary C. Mangione, one of the parties named in the foregoing instrument, who in my presence, signed and sealed the same and acknowledged the same to be her act and deed.

AS WITNESS my hand and Notarial Seal

M. Robin Polec (SEAL)
Notary Public
My Commission Expires 05-01-2017
BALTIMORE COUNTY, MD

My Commission Expires

STATE OF MARYLAND: Balto. : TO WIT:

I HEREBY CERTIFY that on this 17th day of Aug, 2015, before me, a Notary Public for the State and County aforesaid, Maryland, personally appeared Louis Mangione, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of TURF VALLEY MASTER COMMUNITY ASSOCIATION, INC., a Maryland nonstock corporation and the entity named therein as the "Association"; that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is his act and deed.

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

M. Robin Polec
Notary Public

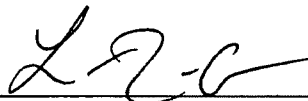
My commission expires on _____

M. ROBIN POLEC
My Commission Expires
NOTARY PUBLIC
05-01-2017
BALTIMORE COUNTY, MD

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 16393, p. 0547, MSA_CE53_16384. Date available 08/28/2015. Printed 09/11/2018.

ATTORNEY CERTIFICATION

THE UNDERSIGNED, an attorney admitted to practice before the Court of Appeals of Maryland, hereby certifies that the above instrument was prepared by me or under my supervision.



Lauri J. Corley, Attorney-at-Law

COMMON AREAS DEED

EXHIBIT A

Description of the Common Areas

A portion of that real property situate and lying in the Third (3rd) Election District of Howard County, Maryland, and more fully described as follows:

The areas depicted as "OPEN SPACE LOT 204", comprised of 5.41 acres, more or less, and "OPEN SPACE LOT 207", comprised of 1.67 acres, more or less, all as shown on the plats entitled, "VILLAGES AT TURF VALLEY PHASE 2, SECTION 1 LOT 203; OPEN SPACE LOTS 204 THRU 207; GOLF SPACE LOTS 208 & 209; NON-BUILDABLE PARCELS CC-1, DD-1, EE-1 & FF-1", recorded among the Land Records of Howard County, Maryland as Plat Nos. 22876 through and including 22887.

AFTER RECORDATION, PLEASE RETURN TO:

LAURI J. CORLEY, ESQ.
Winegrad, Hess, Friedman & Levitt, LLC
400 Redland Court, Suite 212
Owings Mills, Maryland 21117

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 16393, p. 0550, MSA_CE53_16384. Date available 08/28/2015. Printed 09/11/2018.

LR - Deed (No-Taxes)	
Recording Fee	20.00
Grantor/Grantee Name:	
Manojon	
Reference/Control #:	
163	
LR - Deed (No-Taxes)	
Surcharge	40.00
Subtotal:	60.00
Total:	1,050.00
08/20/2015 10:47	
CC13-CH	
#4722479 CC0503 -	
Howard Co	
Columbia/CC05.03.03 -	
Register 03	

State of Maryland Land Instrument Intake Sheet
 LIBR 1 6 3 9 3
 FOLIOS 5 1

Baltimore City County, Howard
 Information provided for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached					
		<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage Lease	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]		
		<input type="checkbox"/> Recordation					
3	Tax Exemptions (if applicable) Cite or Explain Authority	<input type="checkbox"/> State Transfer					
		<input type="checkbox"/> County Transfer					

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only		
		Purchase Price/Consideration	\$	Transfer Tax Consideration	\$	
		Any New Mortgage	\$	X ()%	=	\$
		Balance of Existing Mortgage	\$	Less Exemption Amount	=	\$
		Other:	\$	Total Transfer Tax	=	\$
		Other:	\$	Recordation Tax Consideration	=	\$
		Other:	\$	X () Per \$500	=	\$
		Full Cash Value:	\$	TOTAL DUE	=	\$
		Amount of Fees		Doc. 1	Doc. 2	Agent:
		Recording Charge	\$ 60.00			Tax Bill:
Surcharge	\$			C.B. Credit:		
State Recordation Tax	\$			Ag. Tax/Other:		
State Transfer Tax	\$					
County Transfer Tax	\$					
Other	\$					

5	Fees	Recording Charge	\$ 60.00	Doc. 1	Doc. 2
		Surcharge	\$		
6	Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map
		03	695520 & 595523		
7	Transferred From	Subdivision Name	Turf Valley	Lot (3a)	Block (3b)
				204 & 207	
8	Transferred To	Location/Address of Property Being Conveyed (2)		Sec/AR (3c)	Plat Ref
					22876-22887
9	Other Names to Be Indexed	Other Property Identifiers (if applicable)		SqFt/Acreage (4)	Var. LOG
10	Contact/Mail Information	Water Meter Account No.			

6	Description of Property	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	
		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: _____	
7	Transferred From	Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Am. of SqFt/Acreage Transferred: Areas depicted as "OPEN SPACE LOT 204" comprised of 5.41 ac +/-, and "OPEN SPACE LOT 207", comprised of 1.67 ac +/-, as shown on Plat Nos. 22876-22887. If Partial Conveyance, List Improvements Conveyed: _____	
		Doc. 1 - Grantor(s) Name(s) Mangione Enterprises of Turf Valley Limited Partnership	
8	Transferred To	Doc. 2 - Owner(s) of Record, if Different from Grantor(s) Mary C. Mangione	
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Turf Valley Master Community Association, Inc.	
9	Other Names to Be Indexed	New Owner's (Grantee) Mailing Address	
		Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional)	
10	Contact/Mail Information	Instrument Submitted By or Contact Person	
		Name: Lauri J. Corley, Esquire Firm: Winegard, Hess, Friedman & Levitt, LLC Address: 400 Recland Court, Suite 212 Cwings Mills, Maryland 21117 Phone: (410) 581-0600	

11	Assessment Information	Assessment	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
		Information	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If Yes, identify: _____	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
Was property surveyed? If Yes, attach copy of survey (if recorded, no copy required)					
Assessment Use Only - Do Not Write Below This Line					
Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification	
Transfer Number	Date Received:			Assigned Property No.:	
Year	20	20			
Land		Geo.	Map	Sub	Block
Buildings		Zoning	Grid	Plat	Section
Total		Use	Parcel	Ex. SI.	Occ. Cd.
		Town Cd.	Ex. SI.		

REMARKS:

Space Reserved for County Validation

Distribution: _____

White - Clerk's Office County - SDAT AOC-CC-300 (5/2007)

Pink - Office of Finance Goldenrod - Preparer

Deed Exhibit 3

28277

SEE SIMPLER DEED - CODE - City or County - #

NO CONSIDERATION

This Deed, Made this 4th day of January

in the year one thousand nine hundred and Sixty-six, by and between Joan K. Aylor, unmarried,

of Washington, D.C. ~~BY HERSELF~~ of the first part, and Turf Valley Associates, a limited Partnership created and existing under the Laws of the State of Maryland, of the second part.

Witnesseth, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations the receipt of which is hereby acknowledged---

the said Joan K. Aylor, unmarried, -----

do es grant and convey unto the said Turf Valley Associates, a limited Partnership created and existing under the Laws of the State of Maryland

~~hereinafter~~ in fee simple, all those parcels of ground, situate, lying and being in ~~of~~ Howard County Second and Third Election Districts/ aforesaid, and described as follows, that is to say:--

~~BY HERSELF~~ All those parcels of land containing approximately 727 acres, more or less, together with improvements thereon, which by deed dated evenly herewith and intended to be recorded among the Land Records of Howard County immediately prior hereto, were granted and conveyed by Samuel M. Pistorio and wife to grantors herein.

SUBJECT TO and with the benefit of the easements, restrictions, agreements as set forth in said deed, and

SUBJECT TO the effect and conditions of a mortgage dated evenly herewith and intended to be recorded immediately prior hereto among the Land Records of Howard County, Maryland, from the grantor herein to Samuel M. Pistorio and wife, in the amount of \$1,700,000.00, and

ALSO SUBJECT TO the effect and conditions of a mortgage dated February 3, 1954 and recorded among the Land Records of Howard County aforesaid in Liber N.W.B. 253 folio 25, from Samuel M. Pistorio and wife to Thomas E. Davis and wife, in the amount of \$30,000.00.

447 775

Witnessed by B. P. Aylor 5/2/66

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Turf Valley Associates, a limited partnership created and existing under the Laws of the State of Maryland,

----- here and assigns, in fee simple.

SUBJECT TO and with the benefit of the easements, restrictions and agreements set forth in the deed dated eveny herewith and intended to be recorded immediately prior hereto from Samuel M. Pistorio and wife to the grantor herein.

And the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property granted and that she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

TEST:

Ruth M. Blucher
Ruth M. Blucher

Joan K. Aylor (SEAL)
Joan K. Aylor
..... (SEAL)

STATE OF MARYLAND, County of Howard, to wit:

I HEREBY CERTIFY, That on this 4th day of January in the year one thousand nine hundred and Sixty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County aforesaid, personally appeared Joan K. Aylor, unmarried,

the above named grantor, and she acknowledged the foregoing Deed to be her act.

As Witness my hand and Notarial Seal.

Ruth M. Blucher
Ruth M. Blucher,
Notary Public

My Commission expires: 7/1/67

Received for record JAN 5 1966 at 3:11
o'clock P.M. Same day recorded and examined per
W. Harvey Hill, Clerk

HOWARD COUNTY CIRCUIT COURT (Land Records) WHH 447, p. 0776, MSA_CE53_438. Date available 11/06/2003. Printed 09/11/2018.

ACTIVITY AND USE LIMITATIONS (AULS) EXHIBITS

TURF VALLEY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 000298

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EXHIBITS

EXHIBIT A INITIAL INCREMENT OF REAL PROPERTY SUBJECT TO THIS
DECLARATION

EXHIBIT B PROPERTY WHICH MAYBE ANNEXED

EXHIBIT C AREAS TO BE MAINTAINED BY THE COMMUNITY ASSOCIATION

ATTACHMENT C-1: FINAL DEVELOPMENT PLAN, SHEET 2 OF 3 (Plat No. 21030)

ATTACHMENT C-2: FINAL DEVELOPMENT PLAN, SHEET 2 OF 2 (Plat No. 20287)

ATTACHMENT C-3: WALKING TRAILS AND BIKING ROUTES

J

TURF VALLEY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURF VALLEY ("Declaration") is made this 16th day of April, 2013, by ✓MANGIONE ENTERPRISES OF TURF VALLEY LIMITED PARTNERSHIP, a Maryland limited partnership having an address at 1205 York Road, Lutherville, Maryland 21093 (also known as Mangione Enterprises of Turf Valley) (referred to as "Declarant").

RECITALS

A. Declarant is the record owner of a portion of the real property situated in Howard County, Maryland (sometimes referred to as "County"), which is more particularly shown on Exhibit "A" attached hereto and incorporated herein ("Property").

B. Declarant desires to establish covenants, conditions and restrictions upon the Property and each and every portion thereof, which will constitute a general scheme for the management of the Property and for the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and enhancing the quality of life therein.

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C. Turf Valley (as such term is hereinafter defined) will consist of residential and commercial areas. Declarant may, but shall not be required to, annex additional property to Turf Valley ("Community").

D. Declarant may add all or any of the real property described in Exhibit "B" attached hereto and incorporated herein to the Property already subject to this Declaration by Annexation (as hereinafter defined), and said additional property so annexed will thereupon be subject to this Declaration, become a part of and included within the definition of the Property, and be developed as a part of Turf Valley.

E. Turf Valley Master Community Association, Inc., a nonprofit, non-stock corporation, has been incorporated under the laws of the State of Maryland for the purpose of exercising the powers and functions set forth herein.

F. Declarant will hereafter hold and convey title to all of the Property subject to certain protective covenants, conditions and restrictions hereinafter set forth.

ARTICLE I
DECLARATION

1.1. Declarant hereby covenants, agrees and declares that all of the Property is, and shall be, held, conveyed, encumbered, hypothecated, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, easements,

liens and charges which are hereby declared and agreed to be in furtherance of a general plan for the subdivision, improvement, protection, maintenance and sale of all of the Property and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the Property and every part thereof. All of the limitations, covenants, conditions, restrictions, easements, liens and charges are equitable servitude and shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquired any right, title or interest, in the Property or any part thereof, and shall be binding on and inure to the benefit of each successor in interest of such parties. Declarant hereby declares that all of the Property described in Exhibit "A" shall be subject to this Declaration and shall constitute the initial increment of land subject to this Declaration. Declarant declares that, pursuant to Article XVI hereof entitled "Annexation of Real Property", all or any portion of the real property described on Exhibit "B" may be annexed and become subject to this Declaration and, upon such Annexation, such annexed property shall be subject to the limitation, restrictions, easements, covenants, conditions, liens and charges of this Declaration.

ARTICLE II DEFINITIONS

Unless this context clearly indicates otherwise, the following terms used in this Declaration are defined as set forth below.

2.1. Annexable Property shall mean any or all of the real property described on Exhibit "B" which may be made subject to this Declaration by Annexation pursuant to the provisions set forth in Article XVI hereof.

2.2. Annexation shall mean the process by which the additional real property described in Exhibit "B" attached hereto may be made subject to this Declaration as set forth in Article XVI.

2.3. Apartment Building shall mean and refer to any apartment building constructed on the Apartment Property.

2.4. Apartment Owner shall mean and refer to the Owner of any portion of the Apartment Property; provided, however, if an Apartment Owner leases a portion of the Apartment Property pursuant to a ground lease, the lessee thereof shall be deemed the Apartment Owner as to such leased portion if such lease so provides and such lease is filed with the Community Board. In such event, such lessee shall have all of the rights and obligations of an Apartment Owner under this Declaration as to such leased portion for the term of said lease. The term Apartment Owner shall not include the tenant or any occupant of an Apartment Unit.

2.5. Apartment Property shall mean and refer to the land on which the Apartment Building is situated, which land is labeled "Apartment Property" in a Supplementary Declaration, subject, however, to Section 10.3. hereof.

2.6. Apartment Unit shall mean and refer to a residential apartment in an Apartment Building located within the Apartment Property.

2.7. Architectural Committee shall mean and refer to the committee provided for in Article VII hereof entitled "Architectural Control."

2.8. Architectural Specification shall mean and refer to the rules and standards promulgated by the Declarant during the Development Period and following the Development Period, by the Architectural Committee, or if none, then by the Community Board.

2.9. Assignment of Declarant's Rights shall mean and refer to the assignment agreement executed and recorded by Declarant in order to assign Declarant's rights to a successor Declarant pursuant to the provisions of Section 2.26. of this Declaration.

2.10. Builder or Builders shall mean a person, persons, entity or entities who acquire or acquires a portion of the Property (or a portion of the Annexable Property which is annexed as provided in the Article XVI hereof) for development as a Neighborhood, Apartment Property, Residential Care Property or Commercial Property, or any other person, persons, entity or entities identified by Declarant as a Builder in a Supplementary Declaration.

2.11. Capital Improvement Fund shall mean and refer to the fund which may be established from time to time by the Community Association (as defined below) for the deposit of any Capital Improvement Assessments.

2.11.1. Maintenance and Operation Fund shall mean and refer to the fund which shall be established by the Community Association for the deposit of Regular Assessments.

2.11.2. Reserve Fund shall mean and refer to the fund which may be established from time to time by the Community Association for the deposit of any reserve Community Assessments.

2.12. Commercial Property shall mean and refer to any real property labeled as Commercial Property and/or any real property described by Declarant as Commercial Property in a Supplementary Declaration which is subject to this Declaration and is developed or to be developed with Improvements for commercial uses, excluding however any land used for commercial purposes located within a Neighborhood.

2.13. Commercial Property Owners shall mean and refer to any party who owns any portion of Commercial Property in Turf Valley.

2.14. Commercial Property Owners Association shall mean and refer to any organization which may be formed, among other things, for the purpose of maintaining and operating any common area portion of the Commercial Property for the common benefit of some or all of the Commercial Property Owners, including but not limited to, any commercial condominium association or commercial land condominium association formed for such purpose provided; however, such Commercial Property Owners Association shall not include a Neighborhood Association.

2.15. Common Expenses shall mean and refer to the actual and estimated costs and expenses approved by the Community Board and incurred or to be incurred by the Community Association, the Community Board or the Architectural Committee, including, but not limited to, the following:

2.15.1. maintenance, management, operation, repair and replacement of the Community Common Area and all other areas within Turf Valley which are maintained by the Community Association;

2.15.2. due but unpaid Community Assessments (as hereinafter defined);

2.15.3. maintenance by the Community Association of areas within the public right-of-way of public streets in the vicinity of the Property as provided in this Declaration or pursuant to agreements with Howard County;

2.15.4. costs of management and administration of the Community Association, including, but not limited to, compensation paid by the Community Association to managers, accountants, attorneys, architects, consultants and employees;

2.15.5. the costs of utilities, trash pickup and disposal, gardening and other services benefiting the Owners and their Lots to the extent such services are paid for and/or performed by the Community Association;

2.15.6. the costs of fire, casualty, liability, worker's compensation and other insurance covering the Community Common Area;

2.15.7. the costs of any other insurance obtained by the Community Association pursuant to the provisions of this Declaration;

2.15.8. reasonable reserves as deemed appropriate by the Community Board;

2.15.9. the costs of bonding of the members of the Community Board;

2.15.10. taxes paid by the Community Association;

2.15.11. amounts paid by the Community Association for the discharge of any lien or encumbrance levied against the Community Common Area or portions thereof;

2.15.12. costs incurred by the Architectural Committee or other committees of the Community Association; and

2.15.13. the costs of any other items designated by or in accordance with other expenses incurred by this Community Association for any reason whatsoever in connection with the operation and/or maintenance of the Community Common Area, or in furtherance of the purposes of the discharge of any obligations imposed on the Community Association by this Declaration, the Community Articles or Community Bylaws.

2.16. Community Articles shall mean and refer to the Articles of Incorporation of the Community Association, as the same may from time to time be duly amended.

2.17. Community Assessments shall mean and refer collectively or individually, as required by the context, to all or any of the assessments levied by the Community Association pursuant to Article VI hereof entitled "Funds and Assessments" and shall include, without limitation, the Community Assessments defined below.

2.17.1. Regular Assessment. The terms "Regular Assessment" or "Regular Assessments" shall mean the amount which is to be paid by each Owner to the Community Association for Common Expenses.

2.17.2. Special Assessment shall mean an assessment levied by the Community Board if the Community Board determines that the Regular Assessments will be inadequate pursuant to the provisions of Subsection 6.4.2. of this Declaration.

2.17.3. Capital Improvement Assessment shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Community Association for installation or construction of any capital improvements for the Community Common Area which the Community Association may from time to time authorize pursuant to the provisions of Subsection 6.4.3. of this Declaration.

2.17.4. Enforcement Assessment shall mean a charge assessed against any Owner and his Lot to reimburse the Community Association for costs incurred in bringing the Owner and his Lot into compliance with the provisions of this Declaration pursuant to Subsection 6.4.4. of this Declaration.

2.17.5. Single Benefit Assessment shall mean a charge against each Owner and his Lot or against a Neighborhood Association for any cost or expense for any benefit which will benefit less than all of the Owners within Turf Valley as described in Subsection 6.4.5. of this Declaration.

2.17.6. Reconstruction Assessment shall mean a charge against each Owner and his Lot representing a portion of the cost to the Community Association for reconstruction of any portion or portions of the Community Common Area pursuant to the provisions of Article XIV hereof entitled "Destruction of Improvements."

2.18. Community Association shall mean and refer to the Turf Valley Master Community Association, Inc., a corporation incorporated under the laws of the State of Maryland, or any successor entity charged with the duties, obligations and powers of said Community Association.

2.19. Community Board or Board shall mean and refer to the governing body of the Community Association as more fully described in this Declaration and in the Community Bylaws.

2.20. Community Bylaws or Bylaws shall mean and refer to the Bylaws of the Community Association, as the same may from time to time be amended.

2.21. Community Common Area shall mean and refer to all real property and the Improvements situated thereon, including, without limitation, Entrance Areas, Open Space Areas, any private storm drains and private storm water management facilities, private streets (if any), street lights, signage, retaining walls (regardless of whether located on the Property or off-site), sidewalks (if not maintained by the County, a Neighborhood Association or a Commercial Property Owners Association), walking, jogging and bicycle paths (including wooden bridges along said paths, if any), and parks available to Members and Owners, gazebos, observation areas and private utilities, owned or intended to be owned, leased or licensed from time to time by the Community Association for the common use of the Members. The Community Common Area may from time to time include an interest held by lease, license or easement as well as estates in fee simple, which is intended to include, among other things, the Entrance Areas, walking and biking pathways and gazebo areas but not intended to include any common areas or open space areas located within a separate Neighborhood (other than the Community Association) or located on Commercial Property, unless the Community Association assumes maintenance of such areas in writing. The Community Common Area which is intended to be owned in fee simple by the Community Association shall be conveyed or caused to be conveyed to the Community Association by Declarant in fee by deed to the Community Association free of all liens and encumbrances except current real property taxes (which taxes shall be prorated as of the date of conveyance), assessments, any non-monetary title exceptions of record and the covenants, conditions, reservations and restrictions contained in this Declaration. Prior to the time any portion of the Community Common Area is conveyed to the Community Association, Declarant may, from time to time, cause the fee simple title to such property to be conveyed to entities, other than the Community Association, provided that such Community Common Area shall be available for use by those Owners and occupants of the Property who would otherwise have the right of use if such property was conveyed in fee to the Community Association and further, provided, that no such conveyance impedes pedestrian or vehicular access for any Owner or occupant. In addition, the Community Common Area may include real property not owned or leased by the Community Association but which the Community Association is obligated to maintain.

2.22. Community Directors shall mean the members of the Community Board elected pursuant to the provisions of Article IV hereof entitled "Organization of Community Association."

2.23. Community Association Rules shall mean and refer to the rules and regulations adopted by the Community Board for the governance of Turf Valley.

2.24. Condominium shall mean and refer to any Condominium Unit and condominium common elements for which a separate Neighborhood Association (as defined herein), other than the Community Association, is formed to govern and control the operation of the Neighborhood Association pursuant to the Maryland Condominium Act or any similar statute hereinafter enacted.

2.25. Condominium Unit shall mean any condominium unit within Turf Valley established pursuant to the Maryland Condominium Act or any similar statute hereinafter enacted, and shall refer to each residential condominium unit, or commercial condominium unit (inclusive of any commercial condominium unit created in a land condominium or office condominium), unless otherwise expressly stated.

2.26. Declarant shall mean Mangione Enterprises of Turf Valley Limited Partnership and its successors and assigns who acquire or hold title to any part or all of the Property for purposes of development and are expressly named as successor Declarant in an Assignment of Declarant's Rights executed by Declarant or by a successor Declarant, and recorded in the Land Records (defined below), assigning any or all of the rights and duties of Declarant to such successor Declarant, with such successor Declarant accepting and assuming the assignment of such rights and duties; and further, provided, that Declarant may continue to serve as a co-declarant with any party assigned the rights and duties of Declarant. A successor Declarant shall also be deemed to include the beneficiary under any Deed of Trust securing an obligation from a then existing Declarant encumbering all or any portion of the Property, which beneficiary has acquired any such property by foreclosure or deed in lieu of foreclosure.

2.27. Delegate shall mean and refer to a person appointed in the manner provided in Article III entitled "Membership in the Community Association."

2.28. Delegate District shall mean and refer to a particular portion of the Property created in the manner described in the Section entitled "Delegate Districts" of Article III entitled "Membership in the Community Association."

2.29. Development Period means the period commencing on the date this Declaration is recorded in Land Records and expiring on the date which is forty (40) years therefrom, unless Declarant, in its sole discretion, determines that the Development Period will terminate earlier and evidences such determination by the recording of an instrument in Land Records expressly providing for the termination of the Development Period as of the date of such instrument. No rights, easements or other powers or privileges of Declarant under the Master Management Documents shall terminate upon the expiration of the Development Period unless the duration of any such right, easement, power or privilege is expressly limited to the Development Period.

2.30. Dwelling shall mean (a) the residential dwelling unit together with any garages and other Structures on the same Lot, (b) in the case of a residential Condominium Unit, all elements of a "unit" conveyed to an Owner, as "unit" as defined in the Condominium declaration and plat recorded for said Condominium Unit pursuant to the Maryland Condominium Act, (c) in the case of an Apartment Building, each Apartment Unit and (d) in the case of Residential Care Property, each Residential Care Unit.

2.31. Entrance Areas shall mean those areas comprised of entrance monuments and any related landscaping and fencing which serve the Community Association, all of which shall be maintained by the Community Association.

2.32. Final Development Plans shall collectively mean and refer to the plan entitled, "Final Development Plan Turf Valley PGCC District, Multi-Use Subdistrict Third Amendment", dated March, 2010, and recorded as Plat Nos. 21029, 21030 and 21031, as amended from time to time, and the plan entitled, "Final Development Plan Turf Valley PGCC District Residential Subdistrict 2nd Amendment" dated September 26, 2008, and recorded as Plat Nos. 20286 and 20287, as the same may be amended from time to time

2.33. First Mortgage shall mean and refer to a first mortgage or deed of trust which encumbers any one (1) or more Lots, or other parcels of real property in Turf Valley and has priority over any other mortgage or deed of trust encumbering such Lot or other parcels, and shall include any First Mortgage or deed of trust securing an obligation of Declarant, Builder, or an Owner, and encumbering all or any part of the Property.

2.34. First Mortgagee shall mean and refer to a Mortgagee whose First Mortgage has priority over any other Mortgage encumbering a specific Lot.

2.35. Golf Course shall mean and refer to The Club at Turf Valley (formerly known as "Turf Valley Resort") and includes any country club, hotel and/or golf course located at 2700 Turf Valley Road, Ellicott City, Maryland 21042 and including any extended stay hotel or country club apartment facility located adjacent to 2700 Turf Valley Road, Ellicott City, Maryland 21042.

2.36. HOA Act means Title 11B of the Real Property Article of the Annotated Code of Maryland, as amended and/or supplemented from time to time.

2.37. Improvement shall mean and refer to all Structures and appurtenances thereto of every type and kind, including but not limited to, residences, and other buildings, outbuildings, walkways, pedestrian and bicycle trails, utility installation, swimming pools, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, awnings, patio and balconies, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, plantings, planted trees and shrubs, antennae, poles, flagpoles, signs, solar or wind powered energy systems or equipment, heater and air conditioning and heating fixtures or equipment; the demolition or destruction by voluntary action of any Structure or appurtenance thereto of every type and kind; the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of landscaping, planting, clearing or removing of trees, shrubs, grass or plants; and any change or alteration of any previously approved Improvement including any change of exterior appearance, color or texture.

2.38. Institutional Mortgagee shall mean and refer to a Mortgagee which is a bank, savings bank or savings and loan association or established mortgage company, or other such entity chartered under federal or state laws, any corporation or insurance company, any federal or state agency, or any other institution specified by the Community Board in a recorded instrument, who is the Mortgagee of a Mortgage or beneficiary of a Deed of Trust encumbering a Lot.

2.39. Land Records shall mean and refer to the Land Records of Howard County, Maryland.

2.40. Lot shall mean and refer to any and all of the following which are subject to this Declaration: (a) any improved or unimproved residential or commercial lot or parcel shown on any recorded final subdivision map or any recorded parcel map to the extent such lots or parcels are part of the Property but excluding any Condominium Unit, Apartment Property or Residential Care Property; (b) any Condominium Unit (including residential and commercial Condominium Units) in Turf Valley; (c) any Residential Care Property (as hereinafter defined) but not including any Residential Care Unit, and (d) subject to the provisions entitled, "Apartment Property Ownership", the portion of the Apartment Property in Turf Valley owned by an Apartment Owner, even though such portion may contain more than one (1) Apartment Building. The term "Lot" shall not include of any Community Common Area or Neighborhood Common Area, unless otherwise provided.

2.41. Master Management Documents shall mean and refer to the Community Articles, Community Bylaws, Community Association Rules and this Declaration, and any amendments to any of the foregoing.

2.42. Member or Members shall mean and refer to every person or entity who qualifies for membership pursuant to Article III of this Declaration entitled "Membership in the Community Association," including Declarant, as long as Declarant has any voting rights under this Declaration.

2.43. Mortgage means a recorded mortgage or deed of trust encumbering any Property and any other security interest therein existing under another security document (including but not limited to a financing statement, security agreement or other security document used under applicable Maryland law).

2.44. Mortgagee shall mean and refer to the mortgagee or beneficiary under any Mortgage.

2.45. Neighborhood shall mean all Lots, improved or unimproved, and Neighborhood Common Area, if any, of a separate subdivision or development within Turf Valley for which a separate residential condominium association, mixed-use condominium association, residential land condominium association or homeowner's association, other than the Community Association, is formed to govern and control the operation of the Neighborhood Association and maintenance of the Neighborhood, and which is encumbered by a Neighborhood Declaration. Neighborhoods may be established by the Declarant in increments compatible with construction and marketing requirements.

2.46. Neighborhood Assessments shall mean assessments determined pursuant to any Neighborhood Declaration which are levied exclusively on Lots contained in a particular Neighborhood.

2.47. Neighborhood Association shall mean the governing body of a Neighborhood which is created pursuant to the Neighborhood Declaration and the articles of incorporation and bylaws therefor.

2.48. Neighborhood Board shall mean the governing body of a Neighborhood Association as established pursuant to the Neighborhood Declaration and the articles of incorporation and bylaws for the Neighborhood Association.

2.49. Neighborhood Common Area shall mean the area within the boundaries of a Neighborhood owned by the Neighborhood Association, or collectively by the Owners of Lots within the Neighborhood in common, and/or areas which may not be owned by any of the foregoing but used for the benefit of the Neighborhood and/or its Owners and/or areas restricted to use primarily by such Owners, their lessees and invitees.

2.50. Neighborhood Declaration shall mean the covenants, conditions and restrictions recorded with respect to each Neighborhood, including the declarations providing for annexation of increments, if any, to a particular Neighborhood.

2.51. Open Space Areas shall mean and refer to any areas labeled "Open Space Area" or similar designation on any recorded plat for Turf Valley, which are to be maintained by the Community Association as Open Space Areas, and/or any areas designated as "Open Space Areas" or similar designation in a Supplementary Declaration.

2.52. Owner shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Lot, including Declarant and Builders unless the context provides otherwise. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same shall be deemed a single record owner. The term "Owner," however, shall not include any contract purchaser, nor the lessee of a Lot subject to a ground lease except as otherwise provided in Section 2.4. above), nor shall it include any Mortgagee, trustee or other grantee named in any Mortgage, deed of trust or other security instrument covering any Lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. The Owner of a Condominium Unit within any portion of Apartment Property which has been converted into a Condominium shall be deemed to be an Owner subject to the provisions of Article X entitled "Apartment Property Ownership". Notwithstanding the foregoing the term "Owner" shall not include any party who owns a Residential Care Unit for purposes of voting and liability for assessments hereunder and in such event, the party or parties who or which owns the Residential Care Property containing such Residential Care Unit shall be entitled to the voting rights appurtenant thereto as well as be obligated for assessments hereunder due for such Residential Care Unit; however, nothing hereunder shall exclude the party which owns the Residential Care Unit from any obligations or other rights in the Master Management Documents.

2.53. Pods shall refer to those areas of land reflected on the Final Development Plans (as such term is defined in Subsection 2.32.), as the same may be amended from time to time.

2.54. Property shall mean and refer to all the real property described on Exhibit "A" attached hereto and, subsequent to the Annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration. In the event of the de-annexation of any Property previously subject to this Declaration, the term "Property" shall not be deemed to include any such de-annexed land.

2.55. Residential Care Facilities shall mean the residential care facilities to be constructed on Residential Care Property.

2.56. Residential Care Property shall mean and refer to any areas in Turf Valley, on which life care, enhanced living care for the elderly, each Residential Care Facility, each Assisted Living Facility, each Nursing Facility (all as defined below) or other Residential Care Facilities are to be operated, and/or any areas designated as Residential Care Property in a Supplementary Declaration. For purposes of this Declaration, the following terms shall have the meanings ascribed to them below:

- (a) Residential Care Facility shall mean and refer to a building which provides "congregate housing services" (as defined in Section 10-101(d) of the Human Services Article of the Annotated Code of Maryland) and where each Residential Care Unit contained in such building has a separate kitchen as well as a kitchen for each floor of the building.
- (b) Assisted Living Facility shall mean and refer to a facility which meets the definition of "assisted living facility" in COMAR 10.08.04.02(4), provides an "assisted living program" as defined in COMAR 10.07.14.02 B. (11) and a building whereby there is no separate kitchen for each Residential Care Unit and there is a common kitchen for each floor in the building.
- (c) Nursing Facility shall have the meaning set forth in Section 19-1401 (e) of the Health-General Article of the Annotated Code of Maryland (2009 Replacement Volume).

2.57. Residential Care Unit shall mean and refer to each unit located within a Residential Care Facility, Assisted Living Facility or Nursing Facility which has a use and occupancy permit and is constructed on Residential Care Property and held for lease to members of the public or in which members of the public may purchase the right to reside therein for a period of time.

2.58. Residential Property shall mean and refer to any Lot on which Dwellings are or are intended to be constructed thereon. Residential Property shall not include Commercial Property, Community Common Area or Neighborhood Common Area.

2.59. Single Family Lots shall mean legally subdivided lots each improved or to be improved with one (1) Dwelling for sale to members of the public.

2.60. Structure shall mean and refer to anything erected, constructed, placed or installed upon a Lot.

2.61. Supplementary Declarations shall mean those certain declarations of covenants, conditions and restrictions, or similar instruments, annexing any portion of the Annexable Property and extending the plan of this Declaration to such Annexable Property as provided in the Article XVI hereof entitled "Annexation of Real Property."

2.62. Turf Valley shall mean and refer to all of the Property and Improvements situated thereon which is, from time to time, subject to this Declaration.

2.63. Turf Valley Funds shall mean and refer collectively to all of the funds established by the Community Association for the deposit of Community Assessments.

2.64. Turf Valley Voting Power, or "Voting Power", or "Total Voting Power", shall each mean and refer to the total number of votes allocated to all Members of classes A and B entitled to vote from time to time as set forth in the Section of Article III entitled "Classes of Voting Membership/Delegate Vote Entitlement."

2.65. Unsubdivided Property shall mean any real property subject to this Declaration from time to time and that is not considered a Lot as defined herein.

2.66. Zoning Laws shall mean (a) Subtitle 2 (entitled "Zoning"), Sections 16.200 et seq., of the Howard County, Maryland Code, together with (b) the Howard County, Maryland Zoning Regulations, as set forth in the Comprehensive Zoning Plan which, at the time in question, is in effect under such statute, and (c) the Zoning Maps adopted pursuant thereto, all as hereafter amended, supplemented or superseded.

ARTICLE III
MEMBERSHIP IN THE COMMUNITY ASSOCIATION

3.1. Purpose and Organization. The Community Association is a nonprofit, non-stock membership corporation formed under the laws of the State of Maryland to operate and maintain Turf Valley for the benefit of the Owners. The Community Association is charged with the duties and is given the powers set forth in this Article III and its affairs shall be governed by the Community Articles, the Community Bylaws, and this Declaration. If the Community Association as a corporate entity is dissolved, a nonprofit unincorporated association shall forthwith and without further action or notice be formed to succeed to all of the rights and duties of said Community Association hereunder. The affairs of such unincorporated association shall be governed by the Community Bylaws and this Declaration as if they were created for the purpose of governing the affairs of an unincorporated association.

3.1.1. Structure of Community Association. Each Owner of Commercial Property, each Apartment Owner and each Owner of Residential Care Property (exclusive of any owner of a Residential Care Unit) will individually be a Member of the Community Association as described in Section 3.2. of this Declaration, with voting rights associated with such

membership through the Delegate. However, Owners of Condominium Units or Lots included in a Neighborhood Association are not individual Members of the Community Association but, instead, the Neighborhood Association in which the Condominium Units or Lots are included within will be a Member of the Community Association. Each Neighborhood Association will have direct voting rights, through their Delegate, for constituent members (the Condominium Unit Owners or Lot Owners, as applicable) according to the number of Condominium Units or Lots, as applicable, within that Neighborhood Association.

3.2. Membership.

3.2.1. Qualifications. Members of the Community Association shall be (i) Declarant (irrespective of whether Declarant is the Owner of a Lot), until the date Declarant is no longer a Class A member or Class B member, (ii) each Neighborhood Association, (iii) each Owner of any Residential Care Property (exclusive of any Owner of a Residential Care Unit), (iv) each Owner of any Commercial Property, and (v) each Owner of any Apartment Property; provided, however, if more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any part of any Residential Care Property, Commercial Property or Apartment Property, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single Class A Member of the Community Association by virtue of ownership of such property. A Neighborhood Association and each Owner of Residential Care Property, Apartment Property and Commercial Property shall become a Member of the Community Association when any portion of such property, as identified by Declarant in a Supplementary Declaration, is annexed into the Community Association. Membership in the Community Association shall be subject to this Declaration, the Community Articles, the Community Bylaws, and the Community Association Rules.

3.2.2. Transfer of Membership. All memberships in the Community Association held by Apartment Owners, Commercial Property Owners and Residential Care Property Owners shall be appurtenant to the Lot owned by each such Owner and shall not be transferred, pledged or alienated, in any way, except upon the transfer of title to such Owner's Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Community Association.

3.2.3. Delegation of Membership Rights. Declarant, if it is an Owner, and each Apartment Owner and each Residential Care Property Owner shall have the right to delegate such Owner's rights in the Community Association to a lessee or tenant of his entire Lot. An Owner who has sold his Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Community Association. Such delegation shall be in writing and shall be delivered to the Community Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until legal title to the Lot is transferred. If an Owner fails or refuses to transfer the membership registered in his name to the purchaser of such Lot upon transfer of legal title thereto, the Community Board shall have the right to record the transfer upon the books of the Community Association. The Community Association may levy a transfer fee against new Owners in the amount of the actual costs incurred by the Community

Association to change its records in order to reimburse the Community Association for the costs of transferring the memberships on the records of the Community Association. In addition, an Owner shall have the right to delegate its rights to use of the Community Common Area in accordance with Section 8.5. of this Declaration.

3.3. Delegate Districts. Each Neighborhood Association shall constitute a Delegate District. For Apartment Property, Commercial Property, Residential Care Property and any other property subject to this Declaration, the real property designated by Declarant in a Supplementary Declaration or a separate written document recorded in the Land Records as constituting a Delegate District shall, for purposes of this Declaration, constitute a Delegate District.

3.4. Delegates.

3.4.1. Delegates for Neighborhoods. The president of each residential Neighborhood Association shall be the Delegate of such Delegate District during his or her term of office as President; but each such president shall be entitled to designate a member of the Neighborhood Board to act as Delegate during his or her term of office as president. The appointee to fill any vacancy in the office of president of any residential Neighborhood Association shall automatically become the appointed Delegate of such Delegate District. The Delegate for any commercial Neighborhood Association shall be a director or an officer of that Neighborhood Association as authorized in the commercial Neighborhood Declaration or bylaws.

3.4.2. Delegates for Apartment Property. The Apartment Owner of the Apartment Building(s) situated within a Delegate District established for such Apartment Property or its designee shall be the Delegate for that Delegate District. If there is more than one Owner, the respective Owners shall agree among themselves who is to be the Delegate.

3.4.3. Delegates for Commercial Property. The Owner of the Commercial Property situated within a Delegate District established for such Commercial Property or its designee shall be the Delegate for that Delegate District. If there is more than one Owner, the respective Owners shall agree among themselves who is to be the Delegate.

3.4.4. Delegates for Residential Care Property. The Owner of the Residential Care Property situated within a Delegate District established for such Residential Care Property or its designee shall be the Delegate for that Delegate District. If there is more than one Owner, the respective Owners shall agree among themselves who is to be the Delegate.

3.4.5. Delegates for Declarant's Votes. Declarant shall have the right to appoint its own Delegate to cast the votes allocated to Declarant and the Builders pursuant to this Declaration. Only Declarant's Delegate shall have the right to cast Declarant's votes.

3.5 Suspension of Voting Rights. The Community Board shall have the authority to suspend the voting rights to be cast by a Delegate on behalf of any Owner for any period during which the payment of any Community Assessment, against such Owner remains delinquent, it

being understood that any suspension for nonpayment of any Community Assessments shall not constitute a waiver or discharge of the Owner's obligation to pay the Community Assessments provided for herein.

3.6. Direction of Delegates. Except for votes allocated to the Declarant or a Builder, the manner in which a Delegate for a Neighborhood Association casts the votes allocated to the Neighborhood Association on a particular issue shall be determined by the Neighborhood Board or other governing body for the Neighborhood Association. The manner in which any Delegate for Apartment Property, Residential Care Property or Commercial Property shall cast his or her votes shall be determined by the respective Owners within the Delegate District of such Delegate. The votes attributed to Declarant or a Builder for any properties subject to the Declaration shall be cast in the manner determined by Declarant.

3.7. Delegate Qualifications. Delegates must be (a) an authorized agent or employee of Declarant or a Builder, or (b) an Owner. If the Owner is a corporation, partnership, or other such entity, the authorized agent of such corporation, partnership or other entity shall be eligible for appointment as a Delegate on behalf of such Owner.

3.8. Classes of Voting Membership/Delegate Vote Entitlement. The Community Association shall have two (2) classes of voting membership, which are described below.

3.8.1. Class A Membership. Class A Members shall initially be each Neighborhood Association, each Owner of a Residential Care Property (if applicable), each Owner of any Apartment Property and each Owner of any Commercial Property (if applicable). The Declarant may become a Class A Member as provided in Subsection 3.8.2. below. There shall be one (1) vote appurtenant to each Lot. Each Delegate will be entitled to cast the votes allocated below (excluding any votes which may be allocated to Lots owned by Declarant while there exists any Class B membership):

(a) Delegates for any Neighborhood Association shall be entitled to cast one (1) vote for each Single Family Lot and/or residential Condominium Unit within such Neighborhood Association.

(b) Each Delegate for Apartment Owner(s) shall be entitled to cast one (1) vote for each Apartment Unit built on the Apartment Property for apartments with more than twelve hundred (1,200) square feet and one-half (1/2) vote for apartments with twelve hundred (1,200) square feet or less.

(c) Each Delegate for the Commercial Property which has a building constructed thereon that is used for either office space or retail purposes or a Delegate for a Neighborhood Association containing commercial Condominium Units utilized as office space or retail purposes, and for which a use and occupancy permit is issued, shall be entitled to cast one (1) vote for every ten thousand (10,000) square feet of gross floor area built on such Commercial Property or Neighborhood as measured from the outside exterior walls (rounded up or down to the nearest ten thousand (10,000) square feet).

(d) Each Delegate for any Residential Care Property shall be entitled to cast one (1) vote for each ten (10) beds (rounded up to the nearest whole number) located within a Nursing Facility situate on such Residential Care Property, irrespective of whether such beds are occupied; one (1) vote for each five (5) beds (rounded up to the nearest whole number) located within an Assisted Living Facility situate on such Residential Care Property, irrespective of whether such beds are occupied; and one (1) vote for each three (3) beds (rounded up to the nearest whole number) located within a Residential Care Facility situate on such Residential Care Property, irrespective of whether such beds are occupied.

3.8.2. Class B Membership. The Class B Member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned by Declarant. For any Unsubdivided Property which is subject to this Declaration from time to time, there shall be three (3) votes for each Lot allocated to the Unsubdivided Property. The Class B membership shall cease and be converted to Class A membership on the earlier of:

(a) The thirtieth (30th) anniversary of the recordation of the Declaration in the Land Records;

(b) Until such time as Declarant no longer owns any interest in the Golf Course and/or Pods H, R and S as shown on the Final Development Plans; or

(c) At such time as Declarant determines that it no longer desires to retain Class B membership and relinquishes its Class B membership by an instrument in writing recorded among the Land Records.

Notwithstanding the foregoing, after the date Declarant no longer owns or has any interest in Turf Valley, it shall not be a Class A Member or Class B Member.

3.9. Allocation of Delegate Votes. All voting rights shall be subject to this Declaration. Whenever the selection of a Community Director or a matter which the Declaration, Community Articles, Community Bylaws or Maryland corporation laws requires to be approved by the vote of Members representing a majority or other specified percentage of the Total Voting Power of the Community Association (i.e., excluding a mere majority of the number of votes required to constitute a quorum for meetings of the Members as defined in the Bylaws) ("Specified Action") is presented to the Members (by and through such Member's Delegate) for approval, written notice of the substance of the Specified Action shall be given to the Delegates at least forty-five (45) days prior to the date on which the Specified Action shall be discussed at a meeting of the Members. During the forty-five (45) day period prior to the meeting, the Delegates shall, if required, submit the Specified Action to a vote of the Members within their respective Delegate District, if any.

3.10. Voting Authority. It will be conclusively assumed for all purposes of Community Association business that each Delegate will cast votes in accordance with the provisions of the Section of this Article entitled "Direction of Delegates". All actions lawfully taken by the Community Association in accordance with the voting procedures established herein, and in the

Community Bylaws, shall be deemed to be binding upon all Members, Owners and their respective successors and assigns.

3.11. Continuing Approval of Declarant. Notwithstanding the foregoing, and without limiting Declarant's unilateral rights provided elsewhere in this Declaration or the Community Bylaws, even after the termination of Class B membership, and until such time as (a) one hundred percent (100%) of the Turf Valley Voting Power resides in the Class A Members, other than Declarant, Builders and the Apartment Owners, or (b) until January 1, 2080, whichever occurs last, the approval of Declarant shall be required before the Community Association may take any permitted action with respect to the following:

3.11.1. Reduction in the level of, or change in allocation of responsibility for (a) maintenance of and repairs to all or part of any Community Common Area subject to this Declaration or (b) any other maintenance obligations of the Community Association set forth in Article XI of this Declaration entitled, "Installation, Repair and Maintenance";

3.11.2. Conveyance by the Community Association of all or any part of the Community Common Area;

3.11.3. Annexation to the Community Association of any of the real property described in Exhibit "B";

3.11.4. Alteration in the method of fixing and collecting Community Assessments;

3.11.5. Modification, enforcement and review procedures of the Architectural Specifications set forth in Article VII of this Declaration;

3.11.6. Reduction or modification of any easement rights reserved to Declarant or any Builder pursuant to the provisions of Section 15.3. of this Declaration;

3.11.7. Alteration in the method of enforcing the provisions of the Declaration;
and

3.11.8. Amendments to this Declaration or the Community Bylaws which would diminish or otherwise affect Declarant's right of approval regarding the actions enumerated above.

3.12. Commencement of Voting Rights. Voting rights for a Lot shall not commence, except for Declarant's, nor shall be attributed to the Delegate voting on behalf of that Member until Community Assessments have been levied upon such Lot as provided in this Declaration. All voting rights shall be subject to the restrictions and limitations provided for herein and in the Community Bylaws.

ARTICLE IV
ORGANIZATION OF COMMUNITY ASSOCIATION

4.1. Community Association and Community Board. Except for those acts which are expressly reserved to the vote of the membership of Turf Valley in this Declaration, any duty, obligation or authority vested or required to be performed and any power or privilege which may be exercised by the Community Association pursuant to this Declaration shall be performed or exercised only by the Community Board or its authorized delegates, agents and servants, and any power, duty, obligation or authority vested or conferred on the Community Board by this Declaration shall be deemed a power, duty, obligation or authority of the Community Association. The Community Board shall conduct its affairs as provided for in the Community Bylaws. The Community Board may delegate its powers and duties to such committees, officers, or professional managers as may be permitted under this Declaration or as the Community Board deems appropriate. All acts of the Members of the Community Association shall be made by the vote of the Delegates as provided in the Community Bylaws.

4.2. Meetings of Community Association. The first regular meeting of the Members for the purposes of nominating and electing Community Directors shall be held within sixty (60) days after the closing of the sale of seventy-five percent (75%) of the total number of Lots that may be part of the Property (after all phases are complete) to Owners other than Declarant or Builders. Thereafter, regular annual meetings and special meetings of the Community Association and of its Community Board shall be called, held and conducted in the manner provided in the Community Bylaws.

4.3. Number of Community Directors and Selection by Declarant. The Community Board shall be comprised of three (3) or five (5) members; provided, however, that initially, the Community Board may consist of three (3) Community Directors, which number may be changed from time to time, until after such time as Declarant solely appoints the Community Directors in accordance with Article V of the Community Bylaws. New Community Directors shall be elected under Section 5.3. of the Community Bylaws. At all times subsequent to the time that Declarant solely appoints the Community Directors, the number of directors shall be three (3) or five (5) persons, as determined by a simple majority vote of the Voting Power at the annual meeting of Members and the number of directors may be changed by a simple majority vote of the Voting Power at any subsequent annual or special meeting of the Members. Further, from and after the time Declarant has the sole right to appoint all members of the Community Board, at all times at least one (1) Community Director shall be solely elected by Owners of Residential Care Property and at least one (1) Community Director shall be solely elected by Owners of Commercial Property in accordance with Section 5.1. of the Community Bylaws.

4.4. Community Directors Selected by Community Association. Subsequent to the Development Period or earlier if Declarant decides not to exercise its right to select any one (1) or more Community Directors as provided in Section 4.3. above, Community Directors shall be nominated and elected under the provisions of Article V of the Bylaws.

4.5. Liability of Community Directors. No Community Director shall be personally liable to any of the Members or Owners, or to any other person or entity, including, but not

limited to, Declarant, Builders, Apartment Owners, Commercial Property Owners and Residential Care Property Owners or any Neighborhood Association, for any error or omission of the Community Association, the Community Board representatives, its agents and employees or the Architectural Committee, provided that such Community Director has, upon the basis of such information as may be possessed by him, acted in good faith.

ARTICLE V
DUTIES AND POWERS OF THE COMMUNITY ASSOCIATION

5.1. Scope of Powers and Duties of Community Association. The Community Association shall have all of the powers of a corporation organized under the laws of the State of Maryland operating for the benefit of the Owners, subject only to the limitations expressly set forth in the Community Articles, Community Bylaws and this Declaration. The Community Association shall have the power to do any and all acts which are authorized, required or permitted under this Declaration and to undertake any and all acts which may be reasonable and necessary for, or incidental to the exercise of any express powers granted the Community Association for the peace, health, comfort, safety or general welfare of Turf Valley. Except as expressly provided herein, the powers and duties of the Community Association shall be performed by the Community Association (through its Community Board). As more fully provided in this Declaration (including, but not limited to Section 11.3.), the Community Association may supersede the actions or decisions of any Neighborhood Association, Commercial Property Owners Association, Commercial Property Owners, Apartment Owner or Owner of Residential Care Property in matters regarding the maintenance and overall operation of any such Neighborhood, Commercial Property, Apartment Property or Residential Care Property, as applicable.

5.2. General Powers of the Community Association. In addition to the duties and powers enumerated elsewhere in this Declaration or in the Community Articles or Community Bylaws, and without limiting the generality thereof, the Community Association shall have the powers and authority set forth below, which, unless expressly provided otherwise, may be undertaken by the Community Board; or such committees, entities, persons or companies expressly designated by the Community Board to exercise such powers or authority:

5.2.1. Performance of Duties. to undertake all of the express duties required under Section 5.3. below to be done by the Community Association.

5.2.2. Enforcement. to enforce the provisions of this Declaration, the Community Articles and the Community Bylaws by appropriate means and carry out the obligations of the Community Association hereunder, including, without limitation, the expenditure of funds of the Community Association, the employment of legal counsel and experts the commencement of legal and/or equitable actions, the promulgation and enforcement of the Community Association Rules, and the establishment of fines or penalties as provided for in this Declaration.

5.2.3. Easements and Rights of Way. to grant and convey easements, licenses for use, and rights of way, to any third party where necessary in, on, over and through the Community Common Area.

5.2.4. Mergers. to the extent permitted by law, to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Community Association.

5.2.5. Dedication. to dedicate in fee simple or in any lesser estate or grant easements over any of its real property to any governmental body or agency, public authority, private or public utility company, or other service companies, for public use or in connection with providing services to Turf Valley or others.

5.2.6. Delegation of Powers. to delegate its powers under this Declaration, the Community Bylaws or Community Articles to committees, officers, or employees as expressly authorized by the Community Articles, Community Bylaws and this Declaration.

5.2.7. Management. subject to the provisions of Section 5.4. of this Declaration, to employ a manager or other person and contract with independent contractors or managing agents who have professional experience in the management of condominium developments, planned unit developments or master associations, to perform any services required for the maintenance, protection, operation and preservation of Turf Valley.

5.2.8. Legal and Accounting. to obtain legal and accounting services as may be required by the Community Board for operation of the Community Association or enforcement of this Declaration.

5.2.9. Right of Entry. in accordance with the provisions of this Declaration, to enter upon any Lot, Community Common Area or Neighborhood Common Area without liability to any Member or Owner, for the purpose of enforcing any of the provisions of this Declaration, or for the purpose of maintaining and repairing the Dwellings, landscaping or other Improvements located on any Lot, Community Common Area or any Neighborhood Common Area or for the purpose of maintaining any slopes located on any Lots; provided, however, that such entry shall occur (a) at a reasonable hour and (b) after reasonable notice has been given to the Owner of such Lot. If there is an emergency, the agents and representatives of the Community Board may enter such Lot immediately and without notice for the sole purpose of taking such action as is necessary under the circumstances. Any damage caused by an entry upon any Lot, Community Common Area or Neighborhood Common Area pursuant to the provisions of this Subsection shall be repaired by the Community Association. This right of entry does not grant the right to enter into a Dwelling.

5.2.10. Acquire Real Property. to acquire and hold real property by lease or purchase for offices or other Community Common Area that may be necessary or convenient for the management of the Community Common Area, the administration of the affairs of the Community Association or for the benefit of the Members and Owners.

5.2.11. Other Property. to acquire and hold, as trustee for the benefit of its Members, tangible and intangible personal property and to dispose of the same by sale or otherwise. No such personal property of a value greater than twenty-five percent (25%) of the budgeted gross expenses of the Community Association shall be acquired by or disposed of by the Community Association without written approval of the Members (by and through such Member's Delegate), representing at least fifty-one (51%) of the Turf Valley Voting Power.

5.2.12. Resolution of Disputes. to negotiate with, bring all actions at law or equity, and enter into settlement agreements with Declarant concerning any matter involving liability of or alleged liability of Declarant to the Community Association, any Neighborhood Association, any Member or any Owner related to the construction or operation of the Community Common Area and each Neighborhood Association, Member and Owner, hereby vests in and irrevocably delegates to the Community Board or its duly authorized representative, the right and power to so act.

5.2.13. Capital Accounts. to establish and maintain a working capital and contingency fund in an amount to be determined by the Community Board.

5.2.14. Borrow Money. to borrow money as needed for the administration of the Community Association and its functions, and to pledge real property and personal property assets of the Community Association as security for such loan. Pursuant to the provisions of the Section of Article VIII entitled "Borrow Money", the Community Association may not encumber the Community Common Area unless the vote of a majority of the Turf Valley Voting Power has been obtained.

5.2.15. Review of Neighborhood Operations. the right, but not the obligation, to review periodically the operation of any Neighborhood Associations within Turf Valley and the maintenance and repair of the property within such Neighborhoods. As provided in the Article IX of this Declaration entitled "Use Restrictions for Turf Valley" the Community Association may take such steps as the Community Board deems appropriate to assure that the operation of any Neighborhoods within Turf Valley substantially complies with the standards established for Turf Valley.

5.2.16. Enforcement of Restrictions and Rules. in the event of a breach of any provision of this Declaration by a Neighborhood Association or Owner, or any of the Community Association Rules by any Owner, the Owner's family, guests, employees, invitees, licensees, or tenants, the Community Board, for and on behalf of all other Members and Owners, shall have the right (but not the obligation) to enforce the obligations of each Neighborhood Association and Owner to obey and comply with this Declaration and such Community Association Rules, as applicable, in any manner provided by law or in equity, including, but not limited to, appropriate hiring of legal counsel, the pursuing of legal action, or suspension of the Owner's right to use the Community Common Area facilities; provided, however, such suspension may not be for a period in excess of sixty (60) days, after notice and hearing as herein provided, for each infraction. In addition to the other remedies herein set forth, the Community Board, by majority vote, may levy a fine against such Neighborhood Association or Owner, after appropriate notice and hearing as herein provided, in a reasonable amount for each such

violation. Prior to reaching a decision to impose any penalty provided herein for breach of any rules enacted hereunder or any covenants, conditions or restrictions contained in this Declaration, the Community Board shall send written notice to the Neighborhood Association or Owner, as applicable, specifying the nature of the infraction and provide an opportunity to the Neighborhood Association or Owner for a hearing before the Community Board regarding such infraction and the penalty to be imposed. Said notice shall be given at least fifteen (15) days prior to said hearing. If the Community Board determines that said infraction has occurred, it may impose a penalty to become effective not less than five (5) five days after said hearing. Any such determination of said Community Board shall be final. If legal counsel is retained or legal action is instituted by the Community Board pursuant to this Section, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs, expert fees, litigation expenses and actual attorneys' fees, but in any event no less than Five Hundred Dollars (\$500.00). The Community Board may establish a hearing committee and delegate thereto all of the power, authority and responsibility for holding any hearings and determinations required in this Section. Notwithstanding anything to the contrary herein contained, neither the Community Association, the Community Board nor members of the hearing committee, if any, shall have the power to cause a forfeiture or abridgement of an Owner's right to the full use of his individually owned Lot, including access thereto over and across the Community Common Area, on account of such Owner's failure to comply with the provisions of this Declaration, the Community Bylaws or any Community Association Rules adopted by the Community Board or the Community Association relating to the operation of the Community Common Area.

5.2.17. Enter Into Maintenance or Subsidy Agreements. to enter into maintenance agreements or subsidy agreements with Declarant for the repair and maintenance for the Community Common Area, and for the undertaking by Declarant for any other maintenance responsibilities of the Community Association pursuant to the provisions of this Declaration.

5.2.18. Enter Into Maintenance Agreements with Governmental Entities. To enter into maintenance agreements with Howard County and other governmental entities for the repair and maintenance of the Community Common Area.

5.3. Duties of the Community Association. The Community Association shall have the duty and obligation to perform the acts and functions stated in this provision subject to and in accordance with the Community Articles, Community Bylaws and this Declaration:

5.3.1. Community Standards. The Community Association shall establish and maintain overall quality standards for Turf Valley compatible with Declarant's development of Turf Valley. The inherent powers and duties emanating therefrom may be delegated by the Community Board to the Architectural Committee.

5.3.2. Community Common Area. The Community Association shall accept any Community Common Area and Improvements situated thereon conveyed by the Declarant and shall maintain, operate, and otherwise manage all of the facilities situated on the Community Common Area, and all personal property acquired by the Community Association in accordance with the terms and provisions of this Declaration. The Community Board shall periodically

review the nature and scope of the operations of the Community Association to assure such operations are in satisfactory compliance with the requirements of the Master Management Documents.

5.3.3. Taxes. The Community Association shall pay any real and personal property taxes and assessments and other charges assessed against the Community Common Area unless the same are separately assessed to the Owners.

5.3.4. Community Assessments. The Community Association shall establish, determine, levy, collect, and enforce all Community Assessments and cause to be prepared all budgets and financial statements.

5.3.5. Utility Services. The Community Association shall obtain utility services necessary or desirable, for the benefit of the Community Common Area, including, but not limited to, water, gas, electricity, telephone, refuse collection, sewage disposal and other services.

5.3.6. Architectural Control. The Community Association shall have the duty to maintain architectural control over the Property, promulgate Architectural Specifications and appoint the Architectural Committee in connection therewith in accordance with the provisions of the Article VII of this Declaration.

5.3.7. Community Association Rules. The Community Association shall adopt, amend, and repeal such rules and regulations as it deems reasonable. The Community Association Rules shall govern such matters in furtherance of the purposes of the Community Association, including, without limitation, the use of the Community Common Area, provided, however, that the Community Association Rules may not discriminate among Owners or Members, except to reflect the different nature of the rights of Apartment Owners or the tenants of Apartment Units, Commercial Property Owners, and Residential Care Property Owners or occupants of Residential Care Units, and shall not be inconsistent with this Declaration, the Community Articles or Community Bylaws. A copy of the Community Association Rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner and Member in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Community Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Community Association Rules as adopted, amended or repealed, shall be available at the principal office of the Community Association to each Owner, Member and Institutional Mortgagee upon request or at such other place as may be designated by the Community Board. In the event of any conflict between any such Community Association Rules and any other provision of this Declaration, the Community Articles or the Community Bylaws, the provisions of the Community Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Community Articles or the Community Bylaws to the extent of any such inconsistency.

5.3.8. Common Area Maintenance. Except for any special maintenance districts which may be established pursuant to the provisions of Article VIII entitled "Established Special Assessment Districts", the Community Association shall maintain, repair, replace, paint and

landscape the Community Common Area and other property and interests owned by the Community Association in accordance with the provisions of this Declaration, and acquire, maintain and replace such furnishings and equipment as the Community Board shall determine proper.

5.3.9. Insurance and Fidelity Bonds. The Community Association shall contract for and maintain insurance and fidelity bonds in accordance with the requirements set forth in the Article XII hereof entitled "Insurance."

5.3.10. Liens and Charges. The Community Association shall pay any amounts necessary which may be due from time to time relating to any lien or encumbrance (or posting of a bond or other security, if applicable) upon the Community Common Area provided that the Community Association is the fee simple owner of such Community Common Area at that time. Where one or more Owners are jointly responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Community Association by reason of said lien or liens shall be specially assessed to said Owner(s).

5.3.11. Reserves. The Community Association shall establish and maintain a working capital and contingency fund pursuant to the Section of Article VI of this Declaration entitled "Community Association Funds".

5.4. Limitations. The Community Board shall be prohibited from taking any of the actions set forth below, except with the vote or written consent of a majority of the Turf Valley Voting Power, excluding the Voting Power held or controlled by the Declarant and the Builder.

5.4.1. Contracts. The Community Board shall not enter into a contract with an entity other than Declarant wherein the contracting person or entity will furnish goods or services for the Community Common Area or the Community Association for a term longer than one (1) year with the following exceptions:

(a) a management contract, the terms of which comply with requirements of the Federal Housing Administration or Veterans Administration; or

(b) prepaid casualty and/or liability insurance policies not to exceed three (3) years duration provided that the policies permit short rate cancellation by the insured.

5.4.2. Capital Improvements. Except as provided in the Section of Article VI entitled "Capital Improvement Assessments", the Community Association shall not incur aggregate expenditures for capital improvements to the Community Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Community Association for that fiscal year.

5.4.3. Sale of Real Property. The Community Association shall not sell, during any fiscal year, real property of the Community Association having an aggregate fair market value greater than twenty-five percent (25%) of the budgeted gross expenses of the Community

Association for that fiscal year, unless the prior approval of seventy-five percent (75%) of the Turf Valley Voting Power has been obtained.

5.4.4. Compensation. The Community Association shall not pay compensation to Community Directors or officers of the Community Association for services performed in the conduct of the Community Association's business; provided, however, that the Community Board may cause a Community Director or officer or a member of the Architectural Committee to be reimbursed for expenses incurred in carrying on the business of the Community Association and may compensate Directors or officers not in the employ of Declarant or a Builder with the prior approval of seventy-five percent (75%) of the Turf Valley Voting Power.

ARTICLE VI FUNDS AND ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner (other than Declarant), by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Community Association all Community Assessments. Such Community Assessments shall be fixed, established and collected from time to time as hereinafter provided. Such Community Assessments, together with interest, late charges and costs and reasonable attorneys' fees, shall be the debt of and personal obligation of the Owner of such Lot at the time when the Community Assessment fell due. Each such Community Assessment, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, as hereinafter provided, shall also, upon furnishing a notice of delinquent assessment in accordance with the provisions of the Section of this Article entitled "Foreclosure of Lien" be a lien upon the Lot against which each such Community Assessment is made.

6.2. Community Association Funds. The Community Association shall establish and maintain a Maintenance and Operation Fund into which the Community Board shall deposit Regular Assessments. The Community Association shall also establish and maintain such other funds (including a Reserve Fund and Capital Improvement Fund) as the Community Board deems appropriate for deposit and disbursement of other assessments as the Community Board may from time to time establish. All of said funds are generally referred to herein as the Turf Valley Funds. The Community Board shall establish and collect all Community Assessments and, where necessary, enforce the liens therefor as provided for in this Article.

6.3. Purpose of Community Assessments. The Community Assessments shall be used exclusively for the purpose of promoting the recreation and the health, safety and welfare of the Members and Owners of Turf Valley, and for providing certain services for their use, protection and/or enjoyment and enhancing the quality of life in Turf Valley and the value of the Property, including, without limitation, hiring private security personnel to patrol the Community at the sole discretion of the Community Board.

6.4. Nature of Community Assessments. The Community Board shall establish the following Community Assessments, each of which shall be used only for the purposes specified in this Article:

6.4.1. Regular Assessments. A Regular Assessment shall be an annual assessment for Common Expenses fixed and levied by the Community Board based upon the estimated costs of operation of the Community Association in accordance with the budgets prepared pursuant to the provisions of this Article entitled "Community Association Accounts" and the accomplishment of its purposes, performance of its duties and the exercise of its powers that benefit Turf Valley. The amount and time of payment of Regular Assessments shall be determined as provided for below.

Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the annual Regular Assessment shall be Three Hundred Forty Dollars (\$340.00) for Lots with detached Dwellings; Two Hundred Eighty Dollars (\$280.00) for Lots with attached Dwellings; and Two Hundred Thirty-Two Dollars (\$232.00) for each apartment-style residential Condominium Unit. Assessments applicable to Commercial Property, Residential Care Property and Apartment Property shall be as follows:

6.4.1.1. For any Commercial Property or any commercial Condominium Unit which is used for office purposes, the assessment amount shall be equal to the amount applicable to Lots with attached Dwellings for every ten thousand (10,000) square feet of gross floor area (as measured from the exterior walls) contained within the building located on the Commercial Property, pro rata.

6.4.1.2. For any Commercial Property or commercial Condominium Unit which is used for retail purposes, the assessment amount shall be equal to the amount applicable to Lots with attached Dwellings for each ten thousand (10,000) square feet of gross floor area (as measured from the outside exterior walls) contained within the building located on the Commercial Property, pro rata.

6.4.1.3. The assessment obligation of any Owner of a Nursing Facility shall be one-tenth (1/10th) of the assessment applicable to Lots with attached Dwellings. any Owner of an Assisted Living Facility shall be liable to pay one-fifth (1/5th) of the assessment applicable to Lots with attached Dwellings and any Owner of a Residential Care Facility shall be liable to pay one-third (1/3rd) of the assessment applicable to Lots with attached Dwellings.

6.4.1.4. The assessments obligation of any Owner of each Apartment Unit shall be equal to: (i) for apartments twelve hundred (1,200) square feet or less, an assessment of sixty-nine percent (69%) of the assessment applicable to an apartment-style Condominium Unit; and (ii) for apartments greater than twelve hundred (1,200) square feet, the assessment applicable to an apartment-style Condominium Unit.

In the event the Adjacent Associations (as such term is described in Section 16.2.) are annexed into the Community Association as provided in Section 16.2., then the assessment

amount shall be determined by Declarant and the Adjacent Associations, which shall be further provided in the Supplementary Declaration annexing such Adjacent Associations.

Increases in Regular Assessments shall be subject to the limitations set forth in Section 6.5. below. Notwithstanding the foregoing, other than Lots owned by Declarant, no type of Assessment shall be levied against any Lot used for model home purposes only for a period not to exceed two (2) years from the date such Lot commences its use for model home purposes.

6.4.2. Special Assessments. Special Assessments may be levied at any time during any fiscal year for any purpose that will maintain the health and safety of the Owners and occupants within Turf Valley or if the Regular Assessments prove inadequate for any reason, including nonpayment of any Owner's share thereof. Special Assessments shall be allocated in the same manner as Regular Assessments. Increases in Special Assessments shall be subject to the limitations set forth in Section 6.5. below.

6.4.3. Capital Improvement Assessments. In addition to the Regular Assessments, the Community Association may levy, in any calendar year, a Capital Improvement Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction) of a described capital improvement including the necessary fixtures and personal property related thereto, upon the Community Common Area to the extent the cost is not covered by the provisions affecting Reconstruction Assessments in the Article hereof entitled "Destruction of Improvements". Capital Improvement Assessments shall be assessed and shall be allocated to Owners in the same manner as Regular Assessments. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Community Board in a separate bank account to be held in trust for such purposes. Said funds shall not be commingled with any other funds of the Community Association and shall be deemed a contribution to the capital account of the Community Association by the Members. Increases in Capital Improvement Assessments shall be subject to the limitations set forth in Section 6.5. below. Notwithstanding the foregoing, Capital Improvement Assessments shall not commence until fifty-one percent (51%) of Lots are conveyed to Owners, excluding Declarant and any Builder.

6.4.4. Enforcement Assessments. The Community Association may levy an Enforcement Assessment against any Owner or Neighborhood Association who or which causes damage to the Community Common Area, or for bringing an Owner or his Lot into compliance with the provisions of this Declaration, the Community Articles, Community Bylaws, the Community Association Rules or any other charge designated an Enforcement Assessment in this Declaration, the Community Articles, Community Bylaws or Community Association Rules, together with attorneys' fees, interest and other charges related thereto as provided in this Declaration. The Community Board shall have the authority to adopt a reasonable schedule of Enforcement Assessments for any violation of the Master Management Documents. If, after notice and a hearing as required by the Section of Article V entitled "Enforcement of Restrictions and Rules", the Owner fails to cure or continues such violation, the Community Association may impose an additional fine each time the violation is repeated, and may assess such Owner and enforce the Enforcement Assessment as herein provided for nonpayment of a

Community Assessment. A hearing committee may be established by the Community Board to administer the foregoing.

6.4.5. Single Benefit Assessments. The Community Board may establish a Single Benefit Assessment for reconstruction, capital improvements, extraordinary maintenance, any cost or expense specifically identified in this Declaration as a Single Benefit Assessment, or any other cost or expense not otherwise provided for in this Declaration which will benefit less than all of the Owners. Each Single Benefit Assessment shall be segregated in the Turf Valley Funds solely to the Lots which derive the benefit therefrom. If the Community Association obtains income directly related to an item which has been assessed as a Single Benefit Assessment, such income shall be allocated so as to reduce or offset such Single Benefit Assessment. Whenever the Community Association performs any service or accomplishes any item or repair or maintenance which is the duty of a Neighborhood Association or an Owner to accomplish, but which has not been accomplished by the Neighborhood Association or Owner, or whenever the Community Association determines to preempt the performance of a Neighborhood Association or specific Owner of a given act of maintenance or repair, the Community Association shall specifically charge the cost thereof, together with any financing costs and administrative costs incurred by the Community Association, to the Owner for whom such work was done, or the Neighborhood for which such work was done, as the case may be, and shall include such additional cost as a Single Benefit Assessment for such Owners or Neighborhood Association. Any Single Benefit Assessment charged to a Neighborhood Association shall be allocated among the Owners in that Neighborhood Association in the same manner as the Neighborhood's regular assessments are allocated in the Neighborhood Declaration.

6.4.6. Reconstruction Assessments. Reconstruction Assessments may be levied by the Community Board under the conditions and in the manner specified in the Article hereof entitled "Destruction of Improvements."

6.5. Limitation on Assessments. Subject to the provisions of Subsection 20.1.10. of this Declaration, from and after January 1st of the year immediately following the conveyance of the first residential Lot to an Owner, other than Declarant, a Builder, Apartment Owner, Commercial Property Owner or Residential Care Property Owner, Regular Assessments may not, except in the case of an Emergency (as hereinafter defined), be increased more than twenty-five percent (25%) of the Regular Assessment for the immediately preceding fiscal year, and Special Assessments may not, except in the case of an Emergency, be increased more than ten percent (10%) of the budgeted gross expenses of the Community Association for such fiscal year, and Capital Improvement Assessments may not, except in the case of an Emergency, be increased more than five percent (5%) of the budgeted gross expenses of the Community Association without, in each case, the consent of Members representing fifty-one percent (51%) of the Total Voting Power casting through their Delegates at a meeting of the Community Association and at which a quorum is present as set forth in this Section 6.5. For the purpose of this Section, a quorum shall mean more than fifty percent (50%) of the Total Voting Power and an Emergency shall mean any one of the following:

6.5.1. an extraordinary expense required by an order of a court;

6.5.2. an extraordinary expense necessary to repair or maintain Turf Valley or any part of it which is the responsibility of the Community Association to maintain where a threat to personal safety on the Property is discovered; or

6.5.3. an extraordinary expense necessary to repair or maintain Turf Valley or any part of it for which the Community Association is responsible that could not have been reasonably foreseen by the Community Board in preparing and distributing the Budget (as such term is hereinafter defined) required under the Section of this Article entitled "Community Association Accounts"; provided, however, that prior to the imposition or collection of a Regular Assessment under this Subsection, the Community Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense which is involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members entitled to vote thereon with the notice of Regular Assessment. For the purpose of calculating where an increase to Regular Assessments exceeds twenty-five percent (25%), the term "Regular Assessments" shall be deemed to include the amount assessed against each Lot by the Community Association as a Regular Assessment plus any amount paid by the Declarant as a subsidy pursuant to any subsidy agreements, to the extent such subsidy payments offset any amount which would otherwise be paid by Owners as Regular Assessments.

6.6. Monetary Charge. Notwithstanding Subsection 6.4.4. above, a monetary charge imposed by the Community Association pursuant to the provisions of the Section of Article V entitled "Enforcement of Restrictions and Rules", as a disciplinary measure for failure of an Owner to comply with a non-monetary provision of the Master Management Documents (i.e., other than failure to pay any of the Community Assessments), or as a means of reimbursing the Community Association for costs incurred by the Community Association for which the Owner was allegedly responsible or in bringing the Owner and the Owner's Lot into compliance therewith, shall become a lien against such Owners' Lot enforceable by sale as provided in the Section of this Article entitled "Foreclosure of Lien".

6.7. Allocation of Community Assessments to Lots. The Community Assessments shall be allocated to each Lot for which assessments have commenced as set forth below.

6.7.1. Allocation of Community Assessments. Community Assessments shall be allocated among the Lots within Turf Valley based on the formulas set forth in Subsection 6.4.1. of this Declaration; provided, however, that any obligations of Declarant to pay Community Assessments shall be determined in accordance with the provisions of Subsection 6.7.2. below:

6.7.2. Exemptions. For purposes of this Subsection 6.7.2., "Exempt Property" means:

- (i) All Community Common Area;
- (ii) All Neighborhood Common Area;

- (iii) All common elements of a Condominium;
- (iv) All parts of Turf Valley then owned by the County, the State of Maryland, or another governmental or quasi-governmental entity having jurisdiction over any of portion of Turf Valley;
- (v) All public roads or other parts of Turf Valley which, at the time in question, are exempt by law from taxation;
- (vi) All other Property while owned by Declarant (except as provided in Subsection 6.4.1. and as may be otherwise provided in this Declaration);
- (vii) All real property not part of Turf Valley; and
- (viii) Any Lot owned by a Builder, provided however, that for any Lot on Pod K owned by a Builder, this exemption shall only apply for a period of two (2) years from the date such Builder takes title to any part of Pod K from the Declarant, and for any Lot on Pod N owned by a Builder, this exemption shall only apply for a period of twelve (12) months from the date such Builder takes title any part of Pod N from Declarant; and except as may be otherwise agreed to by virtue of a separate instrument between Declarant and any Builder.

As provided above and except as provided in Subsection 6.4.1. and as may be otherwise provided in this Declaration, Declarant shall be exempt from any liability to pay any assessments hereunder, including, without limitation, Community Assessments. In addition, no type of assessment, including Community Assessment, shall be applicable to Exempt Property.

6.7.3. Other Community Assessments. Special Assessments, Reconstruction Assessments, and Capital Improvement Assessments shall be allocated in the same manner as Regular Assessments. Enforcement Assessments and Single Benefit Assessments shall be levied directly to the individual Lots in a manner consistent with provisions of Subsections 6.4.4. and 6.4.5. of this Declaration.

6.8. Levy of Community Assessments. Community Assessments shall be levied and shall commence according to the procedures set forth below:

6.8.1. Commencement of Regular Assessments. Except for Residential Care Property, Apartment Property, Commercial Property and any Neighborhood containing commercial Condominium Units, and subject to Subsection 6.7.2. and Article XX of this Declaration, the annual Regular Assessments shall commence as to all Lots located within a Neighborhood on the first day of the first month following the closing of the first sale of any Lot located within said Neighborhood to an Owner other than Declarant or Builder. As to any land which is hereafter annexed into Turf Valley pursuant to a Supplementary Declaration, Regular

Assessments shall commence as to all of the real property described in a Supplementary Declaration as set forth in such Supplementary Declaration but in no event later than the issuance of a use and occupancy permit for any unit(s) located within such property.

6.8.2. Annual Levy of Regular Assessment. The Community Board shall fix the amount of the Regular Assessment against each Lot at least sixty (60) days in advance of each annual Community Assessment period and written notice shall be sent to every Owner subject thereto at least thirty (30) days prior to its effective date. Unless expressly provided otherwise by the Community Board, each Regular Assessment shall be payable in advance, in equal quarterly installments, which shall be due and payable on the first day of the first month of each calendar quarter. Upon resolution of the Community Board, installments of Regular Assessments may be levied and collected on either an annual, semi-annual, quarterly or monthly basis. Any Owner may elect to prepay one (1) or more installments of any Regular Assessment levied by the Community Association, without premium or penalty. If any excess of Community Assessments is collected over actual Common Expenses incurred by the Community Association, such excess may, at the election of the Community Board, be placed in a Reserve Fund which may be used to offset the future expenses of the Community Association in any manner designated by the Community Board. Upon resolution of the Community Board, installments of Regular Assessments may be levied and collected on either an annual, semi-annual, quarterly or monthly basis.

6.8.3. Levy of Other Community Assessments. All other Community Assessments shall be fixed at such times and in such amounts as the Community Board deems appropriate, and the Owners shall be given reasonable notice thereof. The due dates for such other Community Assessments shall be established by the Community Board.

6.8.4. Initial Capital Contribution. Other than Declarant or Builder (or as otherwise may be determined by a separate agreement with Declarant), to insure adequate funds to meet the expenses of the Community Association, each initial Owner of a Lot shall pay to the Community Association an amount equal to twenty-five percent (25%) of the then applicable annual Regular Assessment for that Lot (as determined by the Community Board) at settlement of the Lot. The amounts set forth herein are not to be considered in lieu of annual Regular Assessments or any other Community Assessments levied by the Community Association.

6.8.5. Certificate of Payment. The Community Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Community Association setting forth where the Community Assessments on a specified Lot have been paid. Such certificate, if signed by an officer of the Community Association, shall be conclusive evidence of payment of any Community Assessment therein stated to have been paid.

6.9. Collection of Assessments.

6.9.1. Apartment Owners, Commercial Property Owners and Residential Care Property Owners. The Community Association shall collect assessments directly from each Apartment Owner, Commercial Property Owner and Residential Care Property Owner.

6.9.2. Neighborhood Association. Each Neighborhood Association shall act as the collection agent for the Community Association and shall have the responsibility for collecting Community Assessments on behalf of the Community Association. Such Community Assessments shall be due and payable to the Neighborhood Association on the same day that such assessments would be due and payable to the Community Association. A Neighborhood Association shall levy late charges and interest charges against any Owner who fails to pay such Community Assessments within the time periods specified in the Section of this Article entitled "Late Charges and Interest". Within ten (10) calendar days of payment of the Community Assessments to the Neighborhood Association, the Neighborhood Association shall deliver such Community Assessments as collected to the Community Association. In addition, the Neighborhood Association shall provide an accounting of the amounts collected including the Lot number, the name of the Owner and the amount so collected. The Community Board shall establish procedures for the payment by the Neighborhood Association to the Community Association of Community Assessments collected by the Neighborhood Association. Any Community Assessments collected by the Neighborhood Association shall be held in trust for the benefit of the Community Association. The Neighborhood Association shall be held jointly and severally liable with the Owner of a Lot for any amounts not delivered to the Community Association which are due hereunder. If the Neighborhood Association fails to pay Community Assessments to the Community Board when due, and in accordance with the provisions of any guidelines established by the Community Board, the Community Board may bring an action against the Neighborhood Association including, but not limited to, an action pursuant to the Maryland Contract Lien Act and all costs of enforcement shall be levied as an Enforcement Assessment against the Neighborhood Association. The Community Board may, upon a vote by a majority of the Community Directors, elect to terminate the obligation of any Neighborhood Association to collect the Community Assessments. Notwithstanding the foregoing, in the event the Neighborhood Association fails to levy any late charges and/or interest on any delinquent Community Assessment as set forth in this Subsection 6.9.2., the Community Association shall be entitled to levy such late charges and/or interest against the delinquent Owner and the Neighborhood Association without limiting any other rights of enforcement available to the Community Association in accordance with the Master Management Documents or as otherwise provided by applicable law.

6.10. No Offsets. All Community Assessments shall be payable in the amount specified by the particular Community Assessment, and no offset against such amount shall be permitted for any reason, including, without limitation, a claim that the Declarant or the Community Association is not properly exercising its duties or powers as provided for in the Declaration or that an Owner is not satisfied with the scope or quality of any services or amenities.

6.11. Community Assessment Rolls. The Community Association may maintain and revise annually, an assessment roll for the Lots within Turf Valley, reflecting the name and address of each Owner, and other data necessary to levy the Community Assessments. Each Neighborhood Association shall supply the Community Association with the Neighborhood's assessment rolls and all amendments or revisions thereto on a regular basis or, upon request therefor, from the Community Association.

6.12. Transfer of Property. After transfer or sale of a Lot in Turf Valley, the selling Owner or Owners shall not be liable for any Community Assessment levied on the Lot after the date of such transfer of ownership. The selling Owner shall remain personally responsible for all Community Assessments and charges levied on the Lot prior to any such transfer unless the personal obligation is expressly assumed by the transferee, and such assumption is accepted in writing by the Community Association.

6.13. Effect of Non-Payment of Assessments - Remedies of Community Association.

6.13.1. Late Charges and Interest. Community Assessments which are not paid when due shall be delinquent on said due date ("Delinquency Date"). If any such Community Assessment is not paid within thirty (30) days after the Delinquency Date or such earlier date as may be established by the Community Board upon prior notice to the Members, a late charge equal to Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the total amount of delinquent Community Assessment or installment, whichever is greater (provided that the late charge may not be imposed more than once for the same delinquent payment), interest charge of eighteen percent (18%) per annum from the Delinquency Date and reasonable costs of collection, including attorneys' fees of no less than twenty percent (20%) of the delinquent Community Association (which includes, late fees, interest thereon and costs of collection), shall be levied by the Community Board provided, however, that upon any amendments to Maryland law or statute regulating the amount of the late charge, the late charge shall be adjusted to comply with the provisions of any such statute or law. In the event of a default or defaults in payment of any Community Assessment and in addition to any other remedies provided herein or by law, the Community Association may enforce each such obligation as set forth below.

6.13.2. Action Against Owner. Notwithstanding the provisions of Section 6.9., the Community Association may bring a suit or suits at law to enforce such Community Assessment obligation. Any judgment rendered in any such action shall include a sum for reasonable attorneys' fees in such amount that the Court may adjudge against such defaulting Owner and/or Neighborhood Association but in no event less than twenty percent (20%) of the delinquent Community Assessment (which includes late fees, interest thereon and costs of collection). Upon full satisfaction of any such judgment, it shall be the duty of the Community Association by any authorized officer thereof to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

6.13.3. Foreclosure of Lien. Within thirty (30) days after the delinquency of any Community Assessment, the Community Association shall furnish a notice of delinquent assessment to the defaulting Owner, which notice shall state the date of the delinquency, the amount of the delinquency, and the interest and late fees charged for such delinquency, and make a demand for payment thereof. If such delinquency, late fees and interest are not paid within ten (10) days after delivery of such notice, the Community Association may proceed to collect the same under the Maryland Contract Lien Act.

6.13.4. Cure of Default. Upon the timely curing of any default for which a Notice of Lien was recorded by the Community Association, officers of the Community Association or a managing agent appointed by the Community Board are hereby authorized to file or record, as

the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a reasonable fee, to be determined by the Community Board, to cover the cost of preparing and filing or recording such release together with a payment of such other costs, interest or fees as shall have been incurred.

6.13.5. Non-Exclusive Remedy. The Community Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution of all other rights and remedies which the Community Association and its assigns may have hereunder and by law, including a suit to recover a monetary judgment for unpaid Community Assessment as above provided.

6.13.6. Delegation of Authority. Each Owner, with the exception of the Administrator of Veteran Affairs or an Officer of the United States, hereby vests in and irrevocably delegates to the Community Board or its duly authorized representatives the right and power to bring all actions at law or equity, and lien foreclosures, whether judicially or by power of sale, or otherwise, against any Owner or Member for the collection of delinquent Community Assessments in accordance herewith, and hereby expressly waives any objection to the enforcement in accordance with this Declaration of the obligation to pay Community Assessments as set forth in this Declaration.

6.14. Neighborhood Assessment. With consent of any Neighborhood Association, which shall not be unreasonably withheld, the Community Association is empowered to, but shall not have the duty, to collect, enforce and otherwise administer the Neighborhood Assessments of a Neighborhood established within Turf Valley such that Community Assessments and Neighborhood Assessments may be collected contemporaneously. The Community Board shall disburse funds collected on behalf of any such Neighborhood Association as promptly as possible. The Community Board may not charge for any such collection other than any actual additional costs for such collection that are charged to the Community Association. If any Neighborhood Association fails to levy or collect Neighborhood Assessments or fails to duly operate and maintain the Neighborhood to the standards established for Turf Valley, the Community Association may elect to preempt the rights of the Neighborhood Association without the consent of the Neighborhood Association and may fix, levy, collect and enforce said Neighborhood Assessments and arrange for such operation and maintenance provided that fifteen (15) days prior written notice of such election is given to the Neighborhood Association. Such preemption regarding Neighborhood Assessments and maintenance shall require a vote of at least two-thirds (2/3rds) of the Community Board. Any Neighborhood Assessments collected under such preemption by the Community Association shall be used solely for the purposes stated in the Neighborhood Declaration for the Neighborhood from which the Neighborhood Assessments were collected. The Community Board may retain the funds collected pursuant to this provision and directly disburse such funds to assure that it is being properly operated and maintained. A Neighborhood Association may not levy or collect any Neighborhood Assessments during the period in which the Community Association has preempted its rights to so levy or collect Neighborhood Assessments. The preemption shall expire at the end of the fiscal year of the Neighborhood in which the preemption occurred. The Community Association may include in any such preempted

Neighborhood's Assessment a reasonable amount for reimbursement of direct costs of administration and collection of such preempted Neighborhood Assessment.

6.15. Subordination of the Lien to Mortgages. The lien of the Community Assessments and Neighborhood Assessments provided for herein shall be subordinate to the lien of any First Mortgage recorded prior to the lien of the Community Association, subject to applicable law. The sale or transfer of any Lot shall not affect any Community Assessment lien or Neighborhood Assessment lien. The lien for unpaid Community Assessments shall be prior to any lien for an unpaid Neighborhood Assessment unless the Neighborhood Association elects to pay the Community Assessment lien and thereafter include any amounts paid by the Neighborhood Association to the Community Association in its Neighborhood Association lien. Nothing in this Section shall be construed to release any Owner from his personal obligation to pay for any Community Assessment or Neighborhood Assessment levied pursuant to this Declaration or the governing documents of any Neighborhood Association.

6.16. Community Association Accounts.

6.16.1. Operating Statements. The Community Board shall prepare or cause to be prepared and distribute to each Owner and Neighborhood Association copies of the budgets, balance sheets, operating statement and other information described below.

(a) Budget. The Community Board shall prepare a pro-forma operating statement ("Budget") for each fiscal year, which Budget shall be distributed to each Owner and any Neighborhood Association not less than thirty (30) days prior to its adoption at an open meeting of the Community Board. A copy of the Budget and notice of such Community Board meeting to adopt the Budget shall be given to each Owner and each Neighborhood Association. In addition to the notice methods provided by Article IV, Section 4.5. of the Bylaws, notice of such Community Board meeting and a copy of the Budget may be delivered personally, placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner and Neighborhood Association, as applicable, in writing to the Community Association for the purpose of notice, by Electronic Transmission (as such term is defined in the Bylaws), by posting on the Community Association's webpage, if any, or by inclusion in the Community Association's newsletter, if any. In addition to any information required to be included in the Budget in accordance with the HOA Act, the Budget shall contain the following information:

- (i) estimated revenue and expenses on an accrual or cash basis; and
- (ii) the amount of the total cash reserves of the Community Association currently available for replacement or major repair of common facilities and for contingencies; and
- (iii) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Community Common Area for which the Community Association is responsible.

The Budget may include reserves for major repairs and replacement for each operational facility and Improvement located on the Community Common Area, in such amounts as may be determined from time to time by the Community Board. The Budget for the initial fiscal year shall be prorated for the balance of the year remaining. The Community Board shall assess the total operating expenses determined by the Budget to all assessable Owners as a Regular Assessment, allocated as specified in the Section of this Article entitled "Allocation of Community Assessments".

(b) Annual Report. An annual report shall be distributed within one hundred twenty (120) days after the close of each fiscal year which annual report shall consist of the following: (i) a balance sheet as of the end of the fiscal year; (ii) an operating (income) statement for the fiscal year, (iii) a statement of changes in financial position for the fiscal year and (iv) any information required to be reported under any successor statute or law. The annual report shall be prepared by an independent accountant for any fiscal year in which the gross income to the Community Association exceeds Fifty Thousand Dollars (\$50,000.00). If the report is not prepared by an independent accountant, it shall be accompanied by a certificate of an authorized officer of the Community Association that the statements were prepared without audit from the books and records of the Community Association.

(c) Operating Statement. A balance sheet prepared as of an accounting date ("Accounting Date") which shall be the last day of the month closest in time to six (6) months from the first sale of a Lot to an Owner other than Declarant or Builders, and an operating statement which has been prepared for the period from the date of the first sale of a Lot to an Owner other than Declarant or a Builder to the Accounting Date shall be distributed within sixty (60) days after said Accounting Date. Said operating statement for the first six (6) months accounting period shall include a schedule of assessments received or receivable, itemized by Lot number and by name of the person or entity assessed.

(d) Increase of Budget. Any expenditure made, other than those made because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Owners or a significant risk of damage to the Community, that would result in an increase in the Regular Assessments for the current fiscal year of the Community Association in excess of fifteen percent (15%) of the budgeted amount previously adopted, shall be approved by an amendment to the Budget adopted at a special meeting of the Community Board, upon not less than ten (10) days written notice to the Owners.

6.16.2. Review of Accounts. The Community Board shall, not less frequently than on an annual basis, perform the following:

(a) cause a current reconciliation of the Community Association's operating accounts and reserve accounts to be made and review the same;

(b) review the current year's actual reserve revenues and expenses compared to the current year's Budget;

(c) review the most current account statements prepared by the financial institution where the Community Association has its Maintenance and Operation Fund and Reserve Fund; and

(d) review an income and expense statement for the Community Association's Maintenance and Operation Fund and Reserve Fund.

6.16.3. Audit. The Declarant, a Builder, a Neighborhood Association, an Owner or a Mortgagee may, upon written request, at any reasonable time, and at the sole cost and expense paid in advance by the party requesting an audit or inspection, cause an audit or inspection to be made of the books and records of the Community Association, provided, however, that not more than a total of one (1) such audits may be performed in any fiscal year. The Community Board shall obtain such other audits as required by the Community Bylaws.

6.16.4. Notice to Mortgagees. Copies of each such balance sheet, operating statement and annual report for the Community Association shall be mailed to any Mortgagee who has requested in writing that such copies be sent to it.

6.17. Inspection of Community Association Books and Records.

6.17.1. Availability of Community Association Books and Records. Any membership register, including mailing addresses and telephone numbers (to the extent made available to the Community Association), books of account and minutes of meetings of the Members, the Community Board and committees of the Community Board, shall be made available for inspection and copying by any Community Director, any Member, Delegate, Mortgagee or any party entitled to inspection under applicable law, during normal business hours at the office of the Community Association or at such other place within Turf Valley as the Community Board prescribes and in accordance with Section 11B-112 of the HOA Act.

6.17.2. Community Board Rules Regarding Inspection of Records. The Community Board shall establish by resolution reasonable rules in accordance with Section 11B-112 of the HOA Act with respect to:

(a) notice to be given to the custodian of the records of the Community Association by the Community Directors, Members, Members' representatives, Delegates, Mortgagees or other party entitled to inspection under applicable law desiring to make an inspection:

(b) the hours and days of the week when an inspection may be made;

(c) payment of the cost of reproducing copies of documents (as described below) requested by a Member, Member's representative, Delegate, Mortgagee or other party entitled to inspection under applicable law; and

(d) cost of personnel to accomplish inspection and copying of the foregoing, in accordance with applicable law.

6.17.3. Director's Rights. Every director of the Community Association shall have the absolute right during normal business hours time to inspect all books, records and documents of the Community Association and the physical properties owned or controlled by the Community Association. The right of inspection by a director includes the right to make one (1) set of extracts and copies of documents at no charge.

6.18. Declarant's Consent to Certain Budget Matters. Notwithstanding anything to the contrary contained in this Declaration, until the expiration of the Development Period, the Community Board may not adopt a budget which increases the Regular Assessments by ten percent (10%) or more from the prior year or impose a Special Assessment at any time, without the prior written consent of Declarant, which Declarant may withhold in its sole discretion.

ARTICLE VII ARCHITECTURAL CONTROL

7.1. Scope. Except as otherwise provided in this Declaration, there shall be no excavation, construction, building, landscaping, development or installation of other Improvements within Turf Valley without compliance with this Article. The provisions of this Article shall preempt and supersede any inconsistent provision of any rules or restrictions of any Neighborhood Association to the extent that the governing documents or rules and regulations of a Neighborhood Association are in conflict with the provisions of this Declaration. The provisions of the Zoning Laws are incorporated herein by reference, and this Declaration shall be subject to the operation and effect of the Zoning Laws.

7.2. Exemptions. The following exemptions shall apply as provided in Section 7.3. below.

7.3. Declarant Exemption and Exemption with Declarant Consent. Any building, Structure, Improvement, grading, fence, wall or landscaping erected or installed by the Declarant anywhere in Turf Valley or any personal property or fixture which is annexed thereto or any building, Structure, Improvement, grading, fence, wall or landscaping which is approved in writing by Declarant, from time to time, shall not be subject to the provisions of this Article VII.

7.3.1. Builder Exemption. A Builder shall be exempt from the provisions of this Article VII only if the Improvements or Structure proposed to be constructed by said Builder have been approved in writing by Declarant.

7.4. Appointment of Architectural Committee. There shall be one (1) Architectural Committee for Turf Valley. Upon the Annexation of any Annexable Property within Turf Valley, the Annexed Property shall be subject to the provisions of this Article. The Architectural Committee shall consist of either three (3) or more persons who shall initially be appointed by the Declarant, or any other business entity formed under the laws of the State of Maryland by Declarant. Members of, or the entity serving as, the Architectural Committee appointed by the Declarant need not be Owners of Lots in the Community Association. The Declarant shall retain the sole right to appoint, augment or replace the entity or members of the

Architectural Committee until the expiration of the Development Period; provided that Declarant may, at its sole option, transfer this right to appoint the Architectural Committee to the Community Board by written notice thereof prior to the end of the Development Period. Thereafter, the right to appoint, augment or replace the entity or members of the Architectural Committee shall automatically be transferred to the Community Board; provided, however, that during the Development Period at least one (1) member of the Architectural Committee may, at Declarant's election, be appointed by Declarant. Declarant shall be exclusively entitled to appoint any party or persons to exercise all rights and powers of the Architectural Committee under this Declaration for the Property until the end of the Development Period and at such time such rights and powers will be expressly assigned in writing by the Declarant. Each Owner of a Lot shall be deemed to covenant and agree that neither initial construction of Improvements nor any exterior addition, change or alteration to existing Improvements shall be commenced within the Owner's Lot until such construction, addition, change or alteration is approved in accordance with this Article VII. As the developer and initial owner of the Property, the Declarant has a significant and substantial interest in ensuring that all Improvements are consistent with the overall development plan for Turf Valley and that the Improvements do not have an adverse impact upon the Declarant's ongoing ability to market, sell, and/or lease all or any portion of the Property. Accordingly, in its exercise of the rights and powers of the Architectural Committee, it shall have the right to approve or disapprove any plans and specifications for Improvements in its sole and absolute discretion. Additionally, the Declarant shall have authority to modify the plan of development for the Community and to change, add to, eliminate or otherwise modify the design, views, size, and location of the Neighborhoods and Property in the Community. Until termination of the Development Period, Declarant may, in its sole discretion, revoke any prior assignment of all or part of the rights and powers under this Article VII that the Declarant may have assigned to the Architectural Committee or other designee. If Declarant revokes any previously assigned rights and powers under this Article VII, Declarant shall then automatically have the authority to exercise such rights and powers. In the event the Architectural Committee ceases to exist at any time, then any of its rights, powers and duties hereunder may be assumed by the Community Board.

Each applicant acknowledges that the composition of the Architectural Committee will change from time to time and that decisions regarding aesthetic matters and interpretation and Application of the Architectural Specifications applicable to the applicant's Lot may vary from time to time. In addition, each applicant acknowledges that it may not always be possible to identify objectionable features of proposed Improvements until the Improvements are completed, in which case it may be unreasonable to require changes to Improvements previously approved; however, the Architectural Committee may refuse to approve similar Improvements in the future. Approval of Improvements for any particular applicant or Lot shall not be deemed a waiver of the right to withhold approval as to any similar Improvements subsequently submitted for approval.

7.5. Resignations. Any member or alternate member of the Architectural Committee may at any time resign from the Architectural Committee upon written notice delivered to the Declarant or to the Community Board, whichever then has the right to appoint members.

7.6. Vacancies. Vacancies on an Architectural Committee, however caused, shall be filled by the Declarant or the Community Board, whichever then has the power to appoint members.

7.7. Duties. It shall be the duty of the Architectural Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to administer any Architectural Specifications promulgated by the Declarant during the Development Period or Architectural committee after the Development Period, to perform other duties delegated to it by the Community Association, to ensure that any Improvements constructed within Turf Valley conform to plans approved by the Architectural Committee, and to carry out all other duties imposed upon it by this Declaration. Declarant (during the Development Period) and the Architectural Committee (after the Development Period) may establish reasonable rules for the submission of plans and specifications including, without limitation, the number of sets of plans to be submitted; and may assess a fee in connection with review of plans. Declarant during the Development Period or the Architectural Committee after the Development Period, in its own name or on behalf of the Community Association, may exercise all available legal and equitable remedies to prevent or remove any unauthorized and unapproved construction of Improvements within Turf Valley or any portion thereof. Notwithstanding the foregoing, the Architectural Committee may delegate its plan review responsibilities to one or more members of the Architectural Committee. Any such delegation must be made in writing and filed with the Community Board. Upon such delegation, the approval or disapproval of plans and specifications by such person shall be equivalent to approval or disapproval by the entire Architectural Committee. Unless any such rules regarding submission of plans are complied with, such plans and specifications shall be deemed not submitted.

7.8. Address. The address of the Architectural Committee shall be the principal office of the Community Association or any other place as may be designated by the Community Board pursuant to the Community Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Specifications, if any, shall be kept.

7.9. Effect of Architectural Committee. The establishment of an Architectural Committee and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter, modify or otherwise have control over the Owners' respective Lot(s) and the Dwellings and other Improvements situated thereon, as may otherwise be specified in this Declaration, the Community Bylaws or any Community Association Rules.

7.10. Meetings. The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. Unless otherwise provided for herein, the vote or written consent of a majority of the members of an Architectural Committee shall constitute an act by such Architectural Committee unless the unanimous decision of its members is otherwise required by this Declaration. The members of the Architectural Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any Architectural Committee function, but shall otherwise receive no compensation for services

rendered unless agreed to by seventy-five percent (75%) or more of the Turf Valley Voting Power.

7.11. Approval and Conformity of Plans.

(a) Application. No Improvement of any kind shall be commenced, erected or maintained upon the Property until a design review application ("Application") is submitted to and approved by the Architectural Committee. The Application shall include detailed plans showing the site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation, and other relevant features of the Improvements, as required by the Architectural Committee and any Architectural Specifications applicable to the applicant's Lot. The Architectural Committee may also require the submission of such additional information as it deems necessary to consider any Application. The Architectural Committee may consider, but shall not be restricted to consideration of, visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, compliance with the general intent of applicable Architectural Specifications and architectural merit. In many instances, decisions will be based solely on aesthetic considerations and each applicant acknowledges that determinations as to such matters may be highly subjective and opinions may vary as to the desirability and/or attractiveness of particular Improvements. The Architectural Committee may deny any request for exterior changes to a Lot which it deems inappropriate for any reason in its sole and absolute discretion. Further, any Application may be denied by the Architectural Committee if the Architectural Committee determines, in its sole discretion that such request for an Improvement or any alteration to any Improvement may have an impact on the Golf Course.

(b) Limitation on Improvements. If the Architectural Specifications so provide, no Improvements shall be commenced, erected or maintained upon the Property, nor shall there be any addition to or change in the exterior of any Dwelling, Structure or other Improvement, unless plans and specifications therefor have been submitted to and approved by the appropriate Architectural Committee in accordance with the procedures set forth in this Declaration. Repainting of the exterior of a Dwelling, the color of which has been previously approved by the Architectural Committee, shall not require another approval of the Architectural Committee.

(c) Time Limitations. The Architectural Specifications may set forth time limitations for the completion of any Improvements for which approval is required pursuant to the Architectural Specifications.

(d) Criteria and Review Fees. The Architectural Specifications may include such other limitations and restrictions as the Architectural Committee in its reasonable discretion shall adopt including, without limitation, regulations of the following: construction, reconstruction, exterior addition, change or alteration to or the maintenance of any building, Structure, wall or fence, including, without limitation, the nature, kind, shape, height, materials, exterior color and surface and location of any Dwelling, Structure or other Improvements of any kind. The Architectural Committee may (i) establish and charge reasonable fees for review of Applications hereunder; (ii) retain architects, engineers or other design professionals as

reasonably necessary to assist in its review of Applications; and (iii) require reimbursement by the applicant of fees charged by any architect, engineers or other design professionals.

(e) Time Period for Review of Plans and Specifications. If the Architectural Committee fails to approve or disapprove such plans and specifications within ninety (90) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by such Architectural Committee, the Owner requesting said approval may submit a written notice to the Architectural Committee advising the Architectural Committee of its failure to act. If the Architectural Committee fails to approve or disapprove any such plans and specifications within thirty (30) days after the receipt of said notice from such Owner, said plans shall be deemed approved. In addition, until the termination of the Development Period, Declarant may, in its sole discretion, veto any decision made pursuant to this Article VII by the Architectural Committee. The Architectural Committee shall provide Declarant written notice of each Application it approves within three (3) business days after such approval. Declarant shall have ten (10) calendar days after receipt of such notice to veto the approved Application by written notice to the applicant and/or to the Architectural Committee, as applicable.

(f) Time Period for Completion of Construction. Construction of Improvements in accordance with the approved Application shall be completed within twelve (12) months following approval of the Application, or within such greater or lesser periods as the Architectural Committee may specify in its approval. In the event construction is not completed within the period aforesaid, then approval of the plans and specifications shall be conclusively deemed withdrawn and the applicant must re-submit an Application and otherwise comply with the requirements of this Article VII. There shall be no material deviations from plans and specifications approved by the Architectural Committee without the prior consent in writing of the Architectural Committee.

7.12. Appeal. If plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Community Board. The written request must be received by the Community Board not more than ten (10) days following the final decision of the Architectural Committee. The Community Board shall submit such request to the appropriate Architectural Committee for review, whose written recommendations will be submitted to the Community Board. Within forty-five (45) days following receipt of the request for appeal, the Community Board shall render its written decision. The failure of the Community Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant. This Section 7.12. shall only apply after the Development Period.

7.13. Waivers and Variances. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval. In addition, the Architectural Committee in its sole discretion may, but shall not be required to, authorize waivers or variances from compliance with any Architectural Specifications or for nonconforming Improvements when circumstances such as topography, natural obstructions, aesthetic or

environmental considerations, architectural merit, or other reasonable considerations warrant such a waiver or variance. Such waivers and variances shall be granted only if and when the Architectural Committee determines that some or all of the foregoing circumstances warrant a waiver or variance. No applicant shall have any right to demand or obtain a waiver or variance. Except for a waiver or variance authorized by the Declarant, no waiver or variance may (i) be effective unless in writing, (ii) be contrary to this Declaration, or (iii) be inconsistent with the goals or objectives of the Declarant. In no event shall any waiver or variance estop the Architectural Committee from denying a waiver or variance in other circumstances.

7.14. Estoppel Certificate. Within forty-five (45) days after written demand is delivered to the Architectural Committee by any Owner, and upon payment to the Community Association of a reasonable fee (as fixed from time to time by the Community Association, but not to exceed One Hundred Dollars (\$100.00), subject, however, to any increase in accordance with the provisions of Section 19.19. of this Declaration), the Architectural Committee shall provide an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any Lot of said Owner) that as of the date thereof either; (a) all Improvements made and other work done upon or within said Lot comply with the provisions of this Article VII, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in said Lot through him, shall be entitled to rely on said certificate with respect to the matter therein set forth, such matters being conclusive as between the Community Association, Declarant and all Owners and such persons deriving any interest through them.

7.15. Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Community Association, any Member or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether pursuant to approved plans, drawings and specifications, (c) the development of any property within Turf Valley, or (d) the execution and filing of an estoppel certificate pursuant to Section 7.14. above, whether or not the facts therein are correct, provided that such member has acted in good faith on the basis of such information as may be possessed by him. Any plans and specifications submitted to the Architectural Committee are not approved by the Architectural Committee for architectural or engineering design, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Community Association, the Community Board nor the Declarant assumes liability thereof or for any defect in any Structure constructed from such plans and specifications. Without in any way limiting the generality of the foregoing, the Architectural Committee, or any member thereof, may, but is not required to consult with or hear the views of any Member of the Community Association with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Committee.

7.16. Governmental Requirements. The Application to and the review and approval by the Architectural Committee of any proposals, plans or other submittals shall not in any way be deemed to be in satisfaction of or in compliance with any Zoning Laws, building permit process

or any other governmental requirements, the responsibility for which shall be solely with the respective Owner.

7.17. Architectural Specifications. Declarant may, from time to time during the Development Period, and in its absolute discretion, adopt and establish Architectural Specifications for the Property and/or for each Neighborhood Association, Lot, Apartment Property, Residential Care Property and/or Commercial Property. Any Architectural Specifications and any changes thereto for a particular Neighborhood Association shall be kept with the books and records of the Neighborhood Association and made available for review by the Community Directors, Owners, and any manager for the Community Association and/or Neighborhood Association. The Architectural Specifications may be established to provide guidance to Owners, Builders and contractors regarding matters deemed to be of relevance or importance to the Architectural Committee in considering Applications for architectural approval. Such Architectural Specifications shall not be the exclusive basis for decisions hereunder and compliance with the Architectural Specifications shall not guarantee approval of an Application. Architectural Specifications may contain general provisions applicable to all Lots, as well as specific provisions which vary from one Lot, depending upon the location, type of construction or use, and unique characteristics of the Lots. Any Architectural Specifications adopted pursuant to this Article VII shall be subject to modification and amendment from time to time in the sole discretion of Declarant during the Development Period and thereafter, by the Architectural Committee. Modifications and amendments to Architectural Specifications shall not apply to or require modifications to or removal of Improvements previously approved once such Improvements have commenced. However, modifications or amendments to Architectural Specifications may prohibit an exact replacement of a previously approved Improvement. Any subsequent removal or alteration of any previously approved Improvements shall be subject to the Architectural Specifications in existence at the time of such subsequent removal or alteration. There shall be no limitation on the scope of modifications or amendments to any Architectural Specifications. All modifications and amendments to Architectural Specifications shall be published in Community Association newsletters, electronic bulletin boards, by e-mail, community website or by other means calculated to give reasonable notice to the Owners covered by such Architectural Specifications; provided, however, that the failure of any Owner to actually receive any Architectural Specifications or modification or amendment to any Architectural Specifications shall not affect the validity or enforceability against such Owner of any such Architectural Specifications or modification or amendment thereto. The Architectural Committee shall make copies of Architectural Specifications available to Owners, builders and contractors and may charge a reasonable fee to cover the costs of providing the Architectural Specifications.

The Architectural Committee may from time to time adopt and promulgate procedures and requirements for the submission of Applications to the Architectural Committee, including, without limitation, requirements regarding the number of copies, the content, scale and detail of the plans and specifications to be included with such Applications, and the identification of any required supporting materials; provided, however, that such application procedures shall not contravene any specific requirement established by this Declaration. Any Application procedures adopted pursuant to this Article VII shall be subject to modification and amendment from time to time in the sole discretion of the Architectural Committee. Such

Application procedures shall not be construed as a waiver of the provisions of this Article VII or any other provision or requirement of this Declaration. Any Architectural Specifications or Application procedures promulgated by the Architectural Committee shall be subject to the Declarant's prior approval during the Development Period.

7.18. Enforcement. Any Improvements constructed in material violation of this Article VII or in a manner inconsistent with an approved Application shall be deemed to be nonconforming. Upon written request from the Architectural Committee, the defaulting Owner shall, at its own cost and expense, promptly either remove any nonconforming Improvement and restore the Lot to substantially the same condition that existed prior to the installation of the nonconforming Improvement or bring the nonconforming Improvement into compliance with the approved Application, as applicable. If an Owner fails to remove any nonconforming Improvement and fails to restore its Lot or bring the nonconforming Improvement into compliance with the approved Application, as applicable, the Architectural Committee shall have the right to enforce this Article VII and remove the violation and restore the Lot to substantially the same condition as previously existed. If the Architectural Committee undertakes the foregoing self-help remedy, such action shall not be deemed a trespass. Upon demand by the Architectural Committee, the Owner of the Lot shall promptly reimburse all costs incurred in connection with enforcement under this Section 7.18. and such costs shall be collectible in the same manner as Assessments and may become a lien upon such Lot, provided the requirements of the Maryland Contract Lien Act have been satisfied. The Architectural Committee may preclude any contractor, subcontractor, agent, employee or other invitee of any Owner who fails to comply with the terms and provisions of this Article VII and the applicable Architectural Specifications from continuing any further activities on the Lot or any other portion of the Property.

Upon assignment or termination of any or all of the rights of the Declarant under this Article VII, if the Architectural Committee fails to take enforcement action within thirty (30) calendar days after receipt of a written demand from the Declarant identifying the violator and/or specifying the nature of the violation, then the Declarant may undertake any appropriate enforcement action and the Community Association shall reimburse the Declarant for all costs reasonably incurred by the Declarant in taking such enforcement action with respect to such violation.

Neither Declarant nor the Architectural Committee, nor any of its members, officers, directors, employees, agents, or representatives shall be held liable to any Owner or any other person or entity for exercising the rights granted by this Article VII.

ARTICLE VIII PROPERTY RIGHTS; COMMUNITY COMMON AREA

8.1. Ownership of Community Common Area. The Community Common Area shall be owned in fee simple or held by lease, license or easement by the Community Association. The Community Common Area in any Neighborhood Common Area shall be owned and maintained by the Neighborhood Association subject to the provisions of this Declaration unless

such maintenance responsibilities are expressly assumed by the Community Association herein. Notwithstanding the foregoing, Declarant, and its agents and employees, shall have the right to enter the Community Common Area to complete the construction of any landscaping or other Improvements to be installed on the Neighborhood Common Area by the Declarant or Community Association. Exterior Community Common Area located in Neighborhood Common Area, such as paths, sidewalks, fields and noise reduction walls, but not including (i) limited common areas which are designated for the use and benefit of less than all of the members of the Neighborhood Association, or (ii) recreational amenities which are owned by the Neighborhood Association such as swimming pools, may be used by Members subject to reasonable rules which may be adopted by the Neighborhood Association and are subject to approval by the Community Board. Also, notwithstanding the foregoing, if any of Declarant's subcontractors are contractually obligated to maintain the landscaping and/or other Improvements on the Community Common Area, such maintenance shall not be assumed by the Community Association until the termination of such contractual obligation. Neither such construction nor such maintenance shall in any way postpone the commencement of Community Assessments pursuant to this Article or entitle a Member or Owner to claim any offset or reduction in the amount of such Community Assessments.

8.2. Permitted Uses of Community Common Area. The Community Common Area shall be used by the Owners, their families, tenants, agents, guests, patrons or invitees for the common interest and benefit of Turf Valley.

8.3. Owners' Right to Use Community Common Area. Every Owner shall have a nonexclusive easement for use in and to the Community Common Area and such right shall be appurtenant to and shall pass with the title to each portion of the Property, subject to the following:

8.3.1. Limits on Users of Community Common Area. The right of the Community Association to limit the use of portions of the Community Common Area solely to those Owners who own or lease Lots, and to limit usage thereof by occupants, tenants, non-Members and/or non-Owners as the Community Association deems appropriate. Notwithstanding the foregoing and subject to any rights of use granted pursuant to Subsection 8.3.11. hereof, the Community Association may limit the number of guests, invitees, tenants, patrons or agents of Owners using the Community Common Area; provided, however, that each Apartment Owner shall have the right to delegate his right of use of the Community Common Area as specified in Article X herein entitled "Apartment Property Ownership."

8.3.2. Establish Rules. The right of the Community Association to establish reasonable rules and regulations pertaining to the use of the Community Common Area.

8.3.3. Restrict Use of Community Common Area. The right of the Community Association to limit and restrict the use of the Community Common Area and portions thereof during specific times or on specific dates, and to prohibit all use and access to portions of the Community Common Area as deemed necessary by the Community Board for health, safety, welfare, privacy or security purposes.

8.3.4. Suspend Right to Use Community Common Area. The right of the Community Association to suspend the right to use the facilities located on the Community Common Area by an Owner for any period during which any Community Assessment against such Owner's Lot remains unpaid or delinquent or for a period not to exceed sixty (60) days for any single infraction of the published rules and regulations of the Community Association, the Community Bylaws or this Declaration; provided, however, that any suspension of such right to use the facilities located on the Community Common Area, except for failure to pay Community Assessments, shall be made only by the Community Association or duly appointed committee thereof, after notice and hearing given and held in accordance with the Community Bylaws. In addition, the right of an Owner to use Community Common Area which provides pedestrian or vehicular access to his or her Lot shall not be suspended hereunder.

8.3.5. Dedication. The right of the Community Association to dedicate or transfer all or any part of the Community Common Area to any public agency, authority or utility or other entity, which dedication or transfer shall be subject to the provisions of this Declaration and such other conditions as the Community Association deems proper.

8.3.6. Levy Charges. The rights of the Community Association to levy a charge for the use of the Community Common Area (except the streets, sidewalks, and other routes for ingress or egress).

8.3.7. Easements. The rights of Owners, as provided in the Article entitled "Easements", to exclusive easements appurtenant to the various Lots for encroachments on the Community Common Area for Improvements originally constructed by Declarant and/or Builders.

8.3.8. Establish Special Assessment District. The right of the Community Association to establish, in cooperation with Howard County, a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Community Association, together with the right of the Community Association to convey, lease or otherwise transfer, subject to the provisions of this Declaration, all or any portion of the Community Common Area to said district.

8.3.9. Establish Open Space Easements. The right of the Community Association to establish such open space easements as are deemed necessary by the Community Association over portions of the Community Common Area.

8.3.10. Borrow Money. The right of the Community Association, in accordance with the Community Articles and Community Bylaws, to borrow money for the purpose of improving, replacing, restoring or expanding the Community Common Area or adding new Community Common Area; to mortgage said property, provided that the rights of such Mortgagees shall be subordinated to the rights of the Members and Owners. In the event of a default upon any such Mortgage of the Community Common Area, the lender's rights thereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued use of the Members and Owners and, if necessary, to open the use of the Community Common Area to a wider public until the mortgage debt is satisfied,

whereupon the possession of such properties shall be returned to the Community Association and all rights of the Members and Owners hereunder shall be fully restored.

8.3.11. Use by Public. The right of the Community Association to allow use of the Community Common Area by members of the public, pursuant to any requirements imposed by Howard County, or as may be determined by the Community Board from time to time in its sole and absolute discretion. The Community Association may allow non-Members to use the Community Common Area (or any portion thereof) and may charge a fee for such use in an amount determined in the sole discretion of the Board. Further, any walking paths located on Community Common Area shall be available for use by members, employees and guests of the Golf Course for no charge and the Community Association may not limit or otherwise restrict such use without the prior written consent of the owner(s) of the Golf Course.

8.4. Alteration of Improvements on Community Common Area. Other than work performed by Declarant in connection with development of the Community Common Area, no work which in any way alters any portion of the Community Common Area from its natural or existing state after the date such Community Common Area was conveyed by Declarant or Builders to the Community Association shall be made or done except by the Community Association or its agent. The Community Association shall reconstruct, replace or refinish any Improvement or portion thereof situated within the Community Common Area. Such work shall be in accordance with original design, finish or standard of construction of such Improvement when such Community Common Area was conveyed by Declarant or Builder to the Community Association and which was approved by Howard County, or, if in a different manner, then with the approval of Howard County or other government agency having jurisdiction thereof as may be required by applicable law. Additionally, the Community Association shall maintain and landscape the Community Common Area, except for any assessment districts created pursuant to the provisions of Subsection 8.3.8., in accordance with the provisions of the Article hereof entitled, "Installation, Repair and Maintenance" and as the Community Association deems necessary for the health, welfare and safety of the Owners and guests subject to the jurisdiction of the Community Association.

8.5. Delegation of Use. Any Owner may delegate his right of use of the Community Common Area to the members of his family or his tenants who reside on his Lot, or to his guests, subject to rules and regulations adopted by the Community Board and any applicable provisions of the Community Bylaws and further, subject to any rights of the Community Association to suspend an Owner's right of use of the Community Common Area.

8.6. Waiver of Use. No Owner may exempt himself from liability for Community Assessments duly levied by the Community Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use of the Community Common Area, or the abandonment of his Lot.

8.7. Non-Severability. In no event shall an Owner sell or otherwise sever or separate the interest the Owner may have in the Community Common Area or Neighborhood Common Area from his ownership interest in a Lot.

ARTICLE IX
USE RESTRICTIONS FOR TURF VALLEY

9.1. Neighborhood Restrictions. Each Neighborhood Association within Turf Valley, unless excepted by Declarant, shall have a Neighborhood Declaration which shall specify the procedures for operation and management of the Neighborhood Association and establish the uses permitted and prohibited on or about the Lots within the Neighborhood and the Neighborhood Common Area (collectively, the "Neighborhood Restrictions"). There shall be no amendment of the provisions in any such Neighborhood Declaration except with written consent of the Declarant during the Development Period and after the termination of the Development Period, the prior written approval of the Community Board. The Neighborhood Restrictions shall be established and recorded in the Land Records by the Declarant or Builder, as appropriate, of the Neighborhood prior to the sale of the first Lot in the Neighborhood to any Owner other than Builder. In addition, as provided in Article VII herein, the Declarant may (but shall not be obligated to) adopt and establish Architectural Specifications for each Neighborhood Association and Lots, and if so, such Architectural Specifications shall be a part of the Neighborhood Restrictions. The Community Association is expressly made a third (3rd) party beneficiary to each Neighborhood Declaration. The Community Association shall have the right to enforce any provisions of any Neighborhood Declaration, to the extent that the Community Association deems it necessary to protect the overall interest in Turf Valley. The Community Association shall not, however, in any event, be considered as having a duty or obligation to enforce any particular provisions of any particular Neighborhood Declaration.

9.2. Permitted Uses and Limitations. The following use restrictions shall apply to each Neighborhood in Turf Valley. Notwithstanding anything to the contrary set forth in this Section 9.2., the provisions of this Section 9.2. shall not apply to the Commercial Property.

9.2.1. Residential Use. Except as otherwise provided herein, all Lots, except Community Common Area, Neighborhood Common Area, Commercial Property, commercial Condominium Units and Residential Care Property shall be used for no purpose other than residential purposes subject to 9.2.20. and 9.2.21. and as otherwise permitted in the Zoning Laws. Subject to the provisions of the Section of this Article entitled "No Subdivision of Lots", no building shall be erected, altered, placed or permitted to remain on any Lot other than a building used as a Dwelling or used in conjunction with a Dwelling, including, but not limited to, any buildings adjacent to the Dwelling for use as a garage, and/or a cabana adjacent to the swimming pool, or an Apartment Building.

9.2.2. No Commercial Use. Except as otherwise permitted in this Declaration, including without limitation, under the Section of Article XV entitled "Construction and Sales" and Subsection 9.2.21. herein, no Residential Property shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes; provided however, that the Community Association shall have the right to provide or authorize such services on the Community Common Area as it deems appropriate for the use of the Community Common Area and the benefit of the Owners and provided, further that a management, leasing

and/or sales office may be maintained by each Owner of any Apartment Property and Residential Care Property.

9.2.3. Rental of Dwelling. An Owner shall be entitled to rent the Dwelling situated on the Owner's Lot, subject to the restrictions contained in this Declaration, including, but not limited to, Subsection 9.2.1. Any rental or leasing agreement shall be in writing, shall be made only to natural persons who actually reside in the Dwelling, shall provide that the lease or rental is subject to this Declaration, the Community Bylaws, Community Articles and the Community Association Rules and shall provide that any failure to comply with any provisions of this Declaration, the Community Bylaws, Community Articles or Community Association Rules shall be a default under the terms of the rental or lease agreement. No Owner may lease such Owner's Lot or Improvements thereon for hotel, motel or transient purposes. Excluding any Lots owned by Declarant, no Lot may be leased for a period less than twelve (12) months (or such lesser term as may be required by any applicable regulations promulgated by the Federal Housing Administration ("FHA")). Any Owner who shall lease his or her Dwelling shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Community Articles, Community Bylaws and the Community Association Rules; provided, however, the obligation of the foregoing sentence shall not apply to the Declarant or Builder.

9.2.4. Signs. No sign, advertisement or billboard of any kind shall be displayed to the public view on any Lot, Community Common Area or Neighborhood Common Area with the following exceptions:

- (a) signs as may be required by legal proceedings, or the prohibition of which is precluded by law;
- (b) signs as may be used by Declarant, Builder or their respective sales agents in connection with the development of Turf Valley and the sale and marketing of the Lots;
- (c) signs on the Community Common Area which the Declarant deems necessary for the construction of any Improvements and identification signs regarding financing and construction;
- (d) signs on the Community Common Area as may be required for traffic control and regulation of open areas within Turf Valley;
- (e) identification signs on the Community Common Area as may be deemed appropriate by the Community Board to designate facilities within Turf Valley;
- (f) identification and directional signs placed by a Neighborhood Association on the Neighborhood, subject to approval of the Architectural Committee;
- (g) any business located in a Neighborhood can have a reasonable and customary sign subject to approval of the Architectural Committee; and

(h) identification and directional signs placed on the Community Common Area by the owner of the Golf Course pertaining to the Golf Course.

Notwithstanding the foregoing, Declarant may place signs on the Community Common Area during the Development Period. In addition, Declarant may permit Builders during the Development Period to place such signs on the Community Common Area, as provided for herein, for the same purpose as Declarant deems appropriate, provided such signs have been approved by Declarant. Notwithstanding the foregoing, in accordance with the provisions of law, an Owner may display on his Lot not more than one "for sale" or "for lease" sign per Lot so long as such sign shall comply with any reasonable standards promulgated by the Community Board or Architectural Committee as to the size, color, shape or other qualifications for permitted signs. In addition to the foregoing, no candidate sign (as such term is defined in Section 11B-111.2 of the HOA Act), or a sign that advertises the support or defeat of any proposition, may be displayed in the Community Common Area; any permissible candidate sign shall be displayed in accordance with provisions of federal, State and local law; and may only be displayed no more than thirty (30) days before the primary election, general election, or vote on the proposition; and no more than seven (7) days after the primary election, general election or vote on the proposition.

9.2.5. Nuisance; Hazards and Waste. No noxious or unreasonably offensive trades or activities shall be carried on upon any Lot, Community Common Area or Neighborhood Common Area or be done thereon which may be, or may become a nuisance, disturbance or unreasonable embarrassment to Turf Valley, or which shall unreasonably interfere with an Owner's use of his Lot, or which shall, in anyway, increase the rate of insurance, or which constitutes a violation of any law, ordinance or regulation, now or hereafter in effect, imposed by any governmental entity having jurisdiction over the Property. No hazardous, toxic or contaminated materials which are regulated by any federal, state or local agency shall be stored, placed or used on the Property. Within ten (10) days of receipt of written notice from the Community Association specifying any item which creates such an insurance hazard or constitutes such waste, the Owner shall cause such item to be removed at such Owner's sole cost and expense. If such item is not timely removed, the Community Association may enter upon such Lot or Neighborhood Common Area, remove or cause to be removed such item and assess the Owner or Neighborhood Association, as the case may be, the amount of all costs and expense therefore as an Enforcement Assessment.

9.2.6. Temporary Structures. No trailer, mobile home, tent, shack or other outbuildings shall be kept upon any Residential Property, Community Common Area or Neighborhood Common Area or in any street within Turf Valley, except in connection with the sales and marketing of Lots, construction and/or maintenance of any approved Improvements in Turf Valley.

9.2.7. Vehicles.

(a) As used herein,

(i) "Vehicle" means a Commercial Vehicle, Motor Vehicle, Recreational Vehicle, automobile, Large Truck, other truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), trailer, motorcycle, bicycle, mo-ped, or other powered or unpowered vehicle.

(ii) "Commercial Vehicle" means any (1) automobile, truck or van used or designed principally for commercial, business or industrial use, or (2) taxicab or other Vehicle displaying a commercial logo, message or identification.

(iii) "Inoperable Vehicle" means any Commercial, Recreational or other Vehicle which is a junk Vehicle, or is inoperable, or lacks current, valid registration plates, or would not pass applicable state vehicular inspection criteria, or is not being maintained in a first-class condition.

(iv) "Large Truck" means any truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), or self-propelled farm or construction vehicle, which is more than twenty-four (24) feet long, or has a capacity exceeding three-quarters ton.

(v) "Motor Vehicle" means a vehicle required by law to be registered with the Maryland Motor Vehicle Administration or another governmental authority or entity, or propelled by a motor.

(vi) "Recreational Vehicle" means any (1) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal watercraft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or dirt bike, or (2) other powered or unpowered vehicle designed primarily for use for sports or recreational purposes.

(b) No Vehicle shall be parked or stored in Turf Valley other than in accordance with the provisions hereof and in accordance with any additional provisions set forth in any Supplementary Declaration or Neighborhood Declaration, as the case may be.

(c) Unless permitted by any other provision of this Declaration, no Inoperable Vehicle shall be parked or stored anywhere in Turf Valley.

(d) No Recreational Vehicle shall be permitted to be stored in a visible location on any Lot in Turf Valley or on any Community Common Area. Notwithstanding the foregoing, golf carts shall be permitted to be stored on a driveway serving a Dwelling.

(e) No Commercial Vehicles or Large Trucks shall be stored in a visible location on any Community Common Area, Residential Property (including driveways serving a Dwelling, irrespective of whether such driveway is part of a Lot) or residential Neighborhood Common Area; provided, however, Commercial Vehicles and Large Trucks may be stored on Community Common Area or residential Neighborhood Common Area in areas designated by the Board for such purpose, if any.

(f) Anything to the contrary notwithstanding herein, nothing herein shall prohibit the parking of Commercial Vehicles on a parking area or driveway on any Lot while providing maintenance, repair or installation services on, or making a delivery to or from, such Lot.

(g) No automobile or other Vehicle shall be constructed, restored or repaired on a Lot, driveway serving a Dwelling, or Community Common Area at a location visible from outside a garage or other building thereon, other than minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Vehicle owned by an Owner of, and customarily kept on, such Lot or Community Common Area, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner.

(h) No person shall operate a Vehicle in Turf Valley other than in a safe and quiet manner and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

(i) Notwithstanding anything to the contrary herein, nothing in this Declaration shall prohibit or restrict the Declarant or Builder during the Development Period from operating, parking, maintaining or otherwise using a Vehicle anywhere in Turf Valley.

9.2.8. Animals. No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, may be kept on Lots, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Notwithstanding the foregoing, no animals may be kept on any Lot which, in the good faith judgment of the Community Board, or a committee selected by the Community Board for this purpose, result in an unreasonable annoyance or are obnoxious to residents in Turf Valley. No pet or other animal shall be permitted on the Community Common Area except as allowed by the Community Board or Community Rules. The Owner of any animal shall not permit such animal to run unrestrained on Community Common Area or the streets, sidewalks or pathway areas of Turf Valley and the Owner of such animal shall maintain full and complete control over such animal. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any area of Turf Valley. The Community Board shall have the right, after notice and hearing, to remove animals from the Property which it finds constitutes a continuing unreasonable nuisance to Owners or which is otherwise not in compliance with the Subsection. Further and in addition to the foregoing restrictions, the Community Board may promulgate Community Association Rules from time to time affecting animals in the Community.

9.2.9. Unightly Items. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining streets, Lots, alleys or

Community Common Area nearest such portion of the Lot from a height of six (6) feet or less and shall comply with any restrictions or standards promulgated by the Community Board or the Architectural Committee.

9.2.10. Antennae. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a Dwelling, except on the following terms:

(a) An Owner may install, maintain and use on its Lot one (1) (or, if approved, more than one (1)) Small Antenna (as hereinafter defined) in such location as may be approved by the Architectural Committee, in accordance with this Declaration; provided, however, no Small Antenna may be installed, maintained or used on any portion of the Community Common Area or any Neighborhood Common Area reserved for the exclusive use of more than one (1) Owner. Notwithstanding the foregoing terms of this Subsection, (i) if the Architectural Committee approves the installation of a Small Antenna on a Lot which impairs such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired (subject to any screening required by the Architectural Committee); and (ii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Lot would result in any such impairment, then such Owner may install on such Lot additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this Subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither Declarant nor the Architectural Committee shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(c) As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

(d) Notwithstanding the foregoing provisions of this Section, it is the Declarant's intention that to the extent permitted by applicable law, any antennae as described herein shall be placed in the least visible areas in order to be non-visible from all other Owners and from sight of the road.

9.2.11. Drainage. All drainage of water from any Lot or Neighborhood Common Area and the Improvements thereon shall drain or flow as set forth below.

(a) Any such water may drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under adjoining Lots, or Community Common Area unless such drainage or flow is allowable in accordance with any County

approval or an easement for such purpose is granted or such drainage or flow is the result of any stormwater management facilities or natural causes.

(b) All slopes or terraces on any Lot or Neighborhood Common Area shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

9.2.12. Garages. No garage doors shall be permitted to remain open except for a temporary purpose, and the Community Board may adopt rules for the regulation of the opening of garage doors, including the assessment of charges to Owners who violate such rules. Any charges so assessed shall be Enforcement Assessments.

9.2.13. No Obstructions. There shall be no obstruction of any Community Common Area or Neighborhood Common Area except as permitted herein or as provided by the Community Association Rules. Nothing shall be placed or stored in the Community Common Area, except as allowed by the express permission of the Community Board.

9.2.14. Rubbish. No portion of the Property shall be used or maintained as a dumping ground for rubbish. No oil or other refuse shall be allowed to enter storm drains.

9.2.15. Compliance with Laws, Etc. No Owner shall permit anything to be done or kept in a Lot that violates any laws, ordinances, statutes, rules or regulations of any county, state or federal body.

9.2.16. Fires and Environmental. There shall be no exterior fires on the Community Common Area or Neighborhood Common Area, except barbecue fires contained within the receptacles provided by the Community Association or Neighborhood Association, as applicable. Nothing shall be kept in any Lot or on any part of the Community Common Area or Neighborhood Common Area which may in any way increase the rate of fire insurance on the Community Common Area and any Improvements located thereon beyond the rate established therefore when and as used for the purposes permitted under the Master Management Documents. Further, nothing shall be done or permitted to be done, including but not limited to, keeping or storing of fuel, solvent, or other reactive (including explosive), ignitable, corrosive or toxic material or substance on any Lot or Community Common Area or Neighborhood Common Area, if the same violates any fire law, ordinance, rule or other regulation. No hazardous material, hazardous waste, or hazardous or toxic substance, as such terms are defined from time to time under federal, state and local environmental laws, shall be disposed of on any Community Common Area or through any sanitary or storm sewer system within Turf Valley. Storage, disposal, and transportation of all hazardous materials, hazardous waste, and hazardous or toxic substances from any Lot or Community Common Area or Neighborhood Common Area shall comply with all applicable federal, state and local laws and regulations. If any Lot Owner and/or tenant violates this Subsection 9.2.16., such Owner and/or tenant, as applicable, shall indemnify and save harmless every other Owner and tenant as well as the Community Association, any Neighborhood Association and Declarant from any and all damages, losses, fines, penalties, clean up costs, and other expenses (including, but not limited to, reasonable attorney's fees) arising from such violation.

9.2.17. No Subdivision of Lots. No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by an Owner thereof. No easement or other interest in a Lot shall be given without the prior written approval of the Architectural Committee. The restriction set forth in this Subsection shall not apply to any Commercial Property or Apartment Property.

9.2.18. Neat Appearance. Except for any maintenance and repair which the Community Association or Neighborhood Association may be obligated to perform, Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the watering of all lawns and yards, and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Committee, any Owner fails to perform the duties imposed hereunder, the Community Association, on affirmative action of a majority of the Community Board, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an Enforcement Assessment.

9.2.19. Clotheslines. Each Neighborhood Declaration may contain restrictions on the use and placement of clotheslines in accordance with any applicable law.

9.2.20. Family Child Care. The use of any Dwelling as a "family child care home" ("Home") (as such term is defined in Section 11B-111.1 of the HOA Act), is prohibited to the extent such prohibition may be enforced under Section 11B-111.1 of the HOA Act. In the event such prohibition may not be enforced under Section 11B-111.1 of the HOA Act, the family child care home shall be controlled by the following requirements:

(a) The Owner or child care provider (as defined in Section 11B-111.1 of the HOA Act) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article, Annotated Code of Maryland. The Owner or child care provider shall furnish a copy of the license to the Architectural Committee prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or child care provider shall obtain the liability insurance described in Sections 19-106 and 19-203 of the Insurance Article, Annotated Code of Maryland, in at least the minimum amount described in those Sections. The Owner or child care provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Architectural Committee before establishing and operating the Home and upon any renewal of the policy.

(c) The Owner or child care provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the insurance costs of the

Community Association attributable solely and directly to the operation of the Home, upon presentation of a statement from the Architectural Committee setting forth the increased costs and requesting payment of same. The increased insurance costs shall be considered an assessment against the Lot, and may be collected under the Maryland Contract Lien Act.

(d) The Owner or child care provider shall not use any of the Community Common Area for any purpose directly or indirectly relating to the operation of the Home.

9.2.21. No-Impact Home Based Businesses. Except as hereinafter provided, Lots (excluding, however, any Residential Care Property, Commercial Property and commercial Condominium Units) shall be used for private and residential purposes only. The use of any Lot as a "no-impact home-based business" (as such term is defined in Section 11B-111.1 of the HOA Act) is allowed, subject to the following provisions:

(a) An Owner or occupant intending to use his Lot as a no-impact home-based business shall notify the Community Association before operating the no-impact home-based business.

(b) No-impact home-based businesses are expressly prohibited in any Community Common Area.

(c) No employees are used by the no-impact home-based business.

(d) Such additional requirements and/or Community Association Rules as may be specified by the Community Directors of the Community Association, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the HOA Act, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

For purposes hereof, a "no-impact home-based business" means a business that:

(a) Is consistent with the residential character of the Lot;

(b) Is subordinate to the use of the Lot for residential purposes and requires no external modifications that detract from the residential appearance of the Lot;

(c) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business; and

(d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material.

A no-impact home-based business may not have any employees or signage nor create any type of nuisance as a result of operating a no-impact home-based business and further, the use of the Lot as a no-impact home-based business may not violate any applicable law or ordinance.

9.3. Forest Conservation and Forest Buffer Easement Areas. Any portion of the Community Common Area, Neighborhood Common Area or Lots designated and shown on any recorded subdivision plat or condominium plat of all or a portion of the Property as forest conservation easement and forest buffer easement (collectively, the "FC/FB Areas") shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, its successors or assigns, Builder, any Member or Owner, except those of a minor nature necessary for such intended use and permitted by applicable law. All Owners and Members shall be subject to the provisions of any recorded declaration of covenants, conditions and restrictions (the "Forest Conservation and Forest Buffer Declaration") pertaining to the FC/FB Areas. Each Owner and Member agrees to provide Declarant, its agents and any other party to the Forest Conservation and Forest Buffer Declaration full access to their Lot and/or Neighborhood Common Area at any time for the purposes of complying with the Forest Conservation and Forest Buffer Declaration and to otherwise comply with all provisions of the Forest Conservation and Forest Buffer Declaration.

9.4. Commercial Property Use Restrictions. Prior to the conveyance of Commercial Property, Declarant may in its sole discretion establish Supplemental Restrictions pertaining to the nature and requirements for the use of the Commercial Property which shall be compatible with the general plan of development for Turf Valley. The Community Association shall not interfere with the rights of such Commercial Property Owners to duly carry out their commercial enterprises in accordance with such Supplemental Restrictions.

9.5. Use Restrictions Applicable to Turf Valley. Notwithstanding anything in this Declaration to the contrary, the following use restrictions shall be applicable to all of Turf Valley and be enforceable by the Ground Lessee and Major Ground Sub-Lessee (as such terms are defined in that certain Declaration for Town Square at Turf Valley Land Condominium dated March 25, 2013, and recorded among the Land Records of Howard County, Maryland in Liber 14793, folio 388 et seq., (the "Town Square Declaration"), at their sole expense, provided that the Ground Lessee is not in default under its ground lease and further, the Major Ground Sub-Lessee is not in default under its ground sub-lease and continues to occupy the property which is subject to said ground sub-lease.

9.5.1. Noxious Uses. None of the following uses are permitted on any part of Turf Valley fronting on Marriottsville Road from Route 40 to Resort Road and along Resort Road from Marriottsville Road to Town Square Parkway: adult entertainment, adult video or bookstore, secondhand or used goods store, cocktail lounge, nightclub, tavern, lounge, dance hall, massage parlor, funeral home or morgue, commercial amusement, pool hall, game parlor, skating rink, bingo games, betting agency, bowling alley or other entertainment, recreational facility, flea market, auto dealership, car rentals or sales, parking of vehicles offered for lease or sale, and/or any hazardous or illegal uses.

9.5.2. Grocery Store. No food supermarket or grocery store (meaning a retail business whose primary purpose is the sale of grocery items, including without limitation, bakery items and baked goods, fish, poultry, meat, dairy products, seafood, cheese and other delicatessen items by weight or quantity and produce, all as typically sold in grocery stores, for off-premise consumption) shall be allowed to operate anywhere within Turf Valley. This Subsection 9.5.2. is not intended to restrict a retail business which sells a limited number of food items primarily for off-premise consumption but which may also provide restaurant-style seating for on-premise consumption of food items, such as a bakery or pastry shop (e.g., Vaccaro's Italian Pastry Shop, Inc. and the like).

9.6. Easements. There are hereby established easements over, under and through each Lot and the Community Common Area and Neighborhood Common Area, which easements are described in Article XV hereof entitled "Easements."

ARTICLE X
APARTMENT PROPERTY OWNERSHIP

10.1. Applicability of Declaration. From and after the date any Apartment Property is subjected to this Declaration, the Apartment Owners shall be considered Owners and the portion of the Apartment Property which each owns shall be considered a Lot with respect to the provisions of this Declaration.

10.2. Delegation of Use. An Apartment Owner may delegate his right of use in and to the Community Common Area to tenants of its Apartment Units, and such tenants may further delegate such rights of use to the members of the tenant's family and the tenant's bona fide guests (subject to such rules and regulations pertaining to guests as are applied to other Members). Further, any suspension of an Apartment Owner's right to use the Community Common Areas shall automatically suspend any rights of use which may have been delegated to a tenant of an Apartment Unit and/or such tenant's family and guests.

10.3. Conversion to Condominium. An Apartment Owner, in its sole discretion, may elect to convert its portion of the Apartment Property to a condominium project or projects pursuant to the Maryland Condominium Act upon recordation of a condominium declaration. Commencing as of the recordation of a condominium declaration and plat in the Land Records, the Owners of Condominium Units in such converted apartment buildings shall all be "Owners" as defined in this Declaration and shall be assessed at the same rate and manner as other Owners, and the condominium association shall be a Member of the Community Association and shall have the same voting rights as other Neighborhood Associations and shall be subject to all of the provisions of this Declaration.

ARTICLE XI
INSTALLATION, REPAIR AND MAINTENANCE

11.1. Repair and Maintenance by Community Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, and except for any districts created pursuant to the provisions of the Section of Article VIII entitled "Establish

Special Assessment District”, the Community Association shall accomplish the following upon the Lots, Community Common Area, Neighborhood Common Area or other land within Turf Valley in such manner and at such times as the Community Board shall prescribe.

11.1.1. Walkways. The Community Association shall maintain all private walkways, bicycle paths, trails or other pedestrian paths located in the Community Common Area.

11.1.2. Community Common Area Improvements. The Community Association shall maintain, repair, restore, replace and make necessary Improvements to the Community Common Area.

11.1.3. Drainage. The Community Association, except for any maintenance obligations of another party (including any Neighborhood Association) pursuant to a separate written instrument, shall maintain all drainage facilities and easements located on the Community Common Area in accordance with the requirements of Howard County.

11.1.4. Utility Easements. The Community Association shall cause the appropriate public utility company to maintain any utility easements located on the Community Common Area.

11.1.5. Designated Areas. The Community Association shall maintain all Open Space Areas.

11.1.6. Other Maintenance Obligations. The Community Association shall maintain all other areas, facilities equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote or written consent of at least two-thirds (2/3) of the Turf Valley Voting Power. Additionally, the Community Association is intended to be responsible for the maintenance of certain areas as described on Exhibit “C” attached hereto as the same may be amended or modified from time to time in the sole discretion of the Declarant during the Development Period and thereafter, by the Board and without the necessity of recording an amendment to this Declaration, or as otherwise may be set forth Supplementary Declaration.

11.2. Maintenance Obligations of the Neighborhood Associations. For the purposes of this Declaration, a Neighborhood Association shall be deemed responsible for the maintenance of the Neighborhood, except for any maintenance obligations specifically described in this Declaration to be performed by the Community Association. The Neighborhood Association shall not amend any such declaration to terminate or modify the maintenance responsibilities of such Neighborhood Association without the prior written approval of the Declarant during the Development Period and after the termination of the Development Period, the prior written approval of the Community Board. If a Neighborhood Association does not perform its maintenance responsibilities in compliance with the Architectural Specifications and/or in accordance with the requirements of this Declaration, the Community Association may perform such maintenance itself and levy on the members of such Neighborhood Association a Single Benefit Assessment therefor and notwithstanding the provisions of the Section of Article VI

entitled "Single Benefit Assessment", the vote of the Owners in such Neighborhood Association shall not be required.

11.3. Maintenance Obligations of Commercial Property Owners and/or Commercial Property Owners Associations. The Commercial Property Owners and/or the Commercial Property Owners Association shall maintain all portions of the Commercial Property in a first-class condition of maintenance and repair consistent with the maintenance and care for the balance of Turf Valley. The Community Association shall maintain, repair, restore, replace and make necessary Improvements to those portions of the Commercial Property that the Commercial Property Owners and/or the Commercial Property Owners Associations fail to maintain. The affected Commercial Property Owners and/or Commercial Property Owners Associations shall reimburse the Community Association for all the costs, if any, that the Community Association incurs in performing its duties hereunder within ten (10) days after receipt of a written request therefor. If any such amount is not paid to the Community Association when due, the Community Association may levy on Enforcement Assessment against the Commercial Property Owners and/or Commercial Property Owners Association in question. The Commercial Property Owners and/or their Commercial Property Owners Association, as applicable, shall maintain, manage, operate, control, repair, restore and replace all of the common area portions of the Commercial Property in a condition that (a) is at least, in the Community Board's reasonable judgment, substantially equal to or better than the condition that the Community Common Area and the Neighborhood Common Area (if applicable) is to be maintained by the Community Association as provided herein and (b) satisfies all County requirements.

11.4. Landscape Maintenance. The Community Association shall inspect, maintain and repair the landscaping within the Community Common Area at least to the standards set forth in this Section. In addition, at least once during every consecutive one-year period beginning six (6) months after the first sale of a Lot to an Owner, the Community Directors shall conduct a physical inspection of the landscaping in the Community Common Area. The Community Board shall make a written report of observations made during such inspection and present such report to the Delegates at the next regularly scheduled meeting of the Members. Such report shall be made a part of the written minutes of such meeting. The Community Association may employ the services of a professional landscape architect, maintenance contractor or other such professional person to assist the Community Association in performing its duties hereunder. Should such inspection require the inspection of any portion of the Property not included as Community Common Area, there is hereby created a nonexclusive easement in favor of the Community Association, and its officers, agents, employees and independent contractors, to conduct such inspections and to provide such maintenance, repair and replacement, provided that entrance is made at reasonable hours and with at least three (3) days advance notice to the Owner, except in case of emergency. Any damage to any Structure, landscaping or other Improvements caused by the Community Association, or any of its officers, agents, employees or independent contractors, while performing such maintenance, repair or replacement work shall be repaired by the Community Association at its sole cost and expense.

11.5. Repair and Maintenance by Owner. Except for the obligations or rights of the Community Association to repair and maintain as may be provided in this Declaration, and

except for the maintenance obligations of any Neighborhood Association with respect to Lots and Neighborhood Common Area within the Neighborhood, every Owner shall do as set forth below.

11.5.1. Maintenance of Lots. In addition to any other maintenance obligations of an Owner contained in this Declaration, including but not limited to, Section 9.2.18 above, each Owner shall maintain his Lot and any Improvements located thereon, including without limitation, the exterior of the Owner's Dwelling, if applicable, any sidewalk in the Howard County right-of-way located on such Owner's Lot (including snow and ice removal from such sidewalk). Further, an Owner of an Apartment Building, Residential Care Facilities and/or Commercial Property, as applicable, shall maintain its property in a first-class condition of maintenance and repair. Also, all Owners must maintain their Lot, Apartment Building, Residential Care Facilities and/or Commercial Property, as the case may be, in such a manner as reasonably determined by the Community Board and/or in accordance with all requirements of Howard County or any other applicable laws.

11.5.2. Private Stormwater Management Facilities. Each Owner shall be responsible for the maintenance, repair and replacement of any private stormwater management facilities located within such Lot, if applicable.

11.6. Standards for Maintenance and Repair.

11.6.1. Landscaping. Except to the extent that Neighborhood Restrictions require such maintenance to be accomplished by the Neighborhood Association and unless the Builder installs landscaping on a particular Lot, all portions of a Lot which are improved with a Dwelling or Structure, except for Lots owned by Declarant or a Builder, shall be landscaped by the Owner thereof within one hundred twenty (120) days from the original conveyance of such Lot by Declarant in accordance with any Community Association Rules promulgated by the Community Board. Prior to the rental of any space in buildings situated on any Commercial Property or Residential Care Units, the applicable Commercial Property or Residential Care Property shall be landscaped and maintained in a manner harmonious and consistent with a first-class development. Thereafter, such landscaping on said Commercial Property or Residential Care Property shall be maintained by the Owner in a clean, safe and attractive condition according to any Community Association Rules promulgated by the Community Board. Any Neighborhood Association shall maintain any landscaped areas which it owns or which are owned in common by its members (excluding any areas which are used by all Members of the Community Association which shall be the responsibility of the Community Association), in a clean, safe, and attractive condition according to any rules promulgated by the Community Board.

11.6.2. Window Coverings. All windows within any Dwelling that are visible from the Golf Course land shall be covered with shades, drapes, blinds or other window coverings with a white or neutral lining (or in another uniform and neutral color determined by the Neighborhood Association) within one hundred twenty (120) days after the sale of such Dwelling by a Builder. Notwithstanding the foregoing, any windows for any Dwelling with interior mounted shutters shall have said shutters colored to blend in with the color of the

exterior of the building in which such Dwelling is located and shall be subject to approval by the Architectural Committee, as provided in Article VII of this Declaration.

11.6.3. Right of Community Association to Maintain and Install. If any Owner fails to maintain the property in accordance with the requirements of this Article XI, and, if applicable, the Neighborhood Association fails to perform its duty of enforcing the maintenance obligations of an Owner, the Community Association may cause such maintenance and installation to be accomplished as hereinafter set forth.

(a) Upon a finding by the Community Board of deficiency in such maintenance or installation, the Community Board may give notice of deficiency to the responsible Owner which shall briefly describe the deficiency and set a date for hearing before the Community Board or a committee selected by the Community Board for such purposes. The Community Board may delegate its power under this Subsection to a duly appointed committee of the Community Association.

(b) Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said notice.

(c) Such hearing shall be conducted pursuant to such reasonable rules and procedures as the Community Board shall adopt and shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine adverse witnesses. If the Community Board, or any such committee, renders a decision against the responsible Owners, it shall further set a date by which the deficiency is to be corrected by the responsible Owner. A decision of such committee may be appealed to the Community Board, but a decision of the Community Board shall be final.

(d) If the deficiency continues to exist after the time limitation imposed by a final decision of the Community Board, or any such committee, the Community Board or such committee after approval by a majority of either, may enter upon the Lot and cause such maintenance or installation to be accomplished.

(e) If the Community Board, or such committee, elects to cause such maintenance or installation to be accomplished, the following shall apply:

(i) The responsible Owner shall have no more than ten (10) days following the receipt of written notice of such election from the Community Board, or such committee to select a day or days upon which such maintenance or installation work shall be accomplished;

(ii) The date which said Owner selects shall be not less than fifteen (15) days nor more than forty-five (45) days following the last day of said ten (10) day period;

(iii) If said Owner does not select such day or days within said ten (10) day period, the Community Board or such committee may select a day or days upon

which such work may be accomplished which shall be not less than twenty-five (25) nor more than fifty-five (55) days from the last day of the said ten (10) day period; and

(iv) Unless the Owner and the Community Board otherwise agree, such maintenance or installation shall take place only during daylight hours, Monday through Friday, excluding holidays.

(f) If the Community Association pays for all or any portion of such maintenance, repair, replacement or installation, the cost thereof shall be charged to the Owner of the Lot as a Single Benefit Assessment.

ARTICLE XII INSURANCE

12.1. Types. The Community Association, to the extent available, shall obtain and continue in effect, in its own name, the types of insurance set forth below:

12.1.1. Public Liability Insurance. A policy of comprehensive public liability insurance covering the Community Common Area with limits of not less than One Million Dollars (\$1,000,000) for claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile and liability for property of others, and such other risks as shall customarily be covered with respect to similar communities and shall contain a "severability of interest" endorsement or the equivalent which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Community Association or other Owners.

12.1.2. Casualty Insurance. A "master" or "blanket" policy of fire and casualty insurance with extended coverage for the full replacement value (i.e. one hundred percent (100%)) of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage of the Community Common Area (including all building service equipment and the like), without deduction for depreciation, with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, and, if necessary an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsements" and clauses waiving subrogation against Members and the Community Association and persons upon the Property with the permission of a Member, such insurance to afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as shall customarily be covered with respect to similar development.

12.1.3. Fidelity Bonds. Fidelity coverage against fraud, dishonest and criminal acts on the part of Community Directors, officers, managing agent, employees or volunteers who handle or who are responsible to handle the funds of the Community Association, and such fidelity bonds shall (a) name the Community Association as obligee; (b) shall be written in an amount equal to at least the estimated maximum of funds, including reserves, in the custody of

the Community Association or a management agent at any given time during the term of the fidelity bond; provided, however, that the bond shall not be less than the lesser of: (1) three (3) months' aggregate Regular Assessments on all Lots plus Reserve Funds and the total amount held in all investment accounts at the time the fidelity insurance is issued, or (2) Three Million Dollars (\$3,000,00.00), (c) shall contain waivers of any defense based on the exclusion of persons who serve without compensation or from any definition of "employee" or similar expression, and (d) shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to Mortgagees.

12.1.4. Other Insurance as Required by Law. Any other insurance policy as may be required by law.

12.2. Required Provisions. All such property and liability insurance shall be subject to the following provisions and limitations:

12.2.1. Named Insured. The named insured under any such policies shall be the Community Association as a trustee for the Members or their authorized representative, including any trustee with which such Community Association may enter into any insurance trust agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under said policies. If required by Declarant, the Community Association shall name Declarant as additional insured.

12.2.2. Contribution. In no event shall the insurance coverage obtained and maintained pursuant to the requirement of this Article be brought into contribution with other insurance purchased by the Neighborhood Association, Owners, or their Mortgagees.

12.3. Neighborhood Association. Each policy of public liability insurance maintained by Neighborhood Associations shall name the Community Association and Declarant as additional insured.

12.4. Waiver by Members and Owners. As to each of said policies which will not be voided or impaired thereby, the Members and Owners hereby waive and release all claims against the Community Association, the Community Board, the Declarant, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

12.5. Other Insurance; Annual Review. The Community Association shall purchase, if available, officers' and directors liability and errors and omission insurance and may purchase such other insurance as it may deem necessary, including but not limited to, plate-glass insurance and worker's compensation. The Community Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Community Common Area in light of increased construction costs, inflation, practice in the area in which Turf Valley is located, or any other factor which tends to indicate that either additional insurance

policies or increased coverage under existing policies are necessary or desirable to protect the interest of the Community Association. If the Community Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same. If the Community Board determines, in its reasonable and good faith judgment, that increased, decreased or additional insurance is required, it shall take appropriate action.

12.6. Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Community Association and any other insurance deemed necessary by the Community Association shall be a Common Expense to be included in the Regular Assessments levied by the Community Association. Insurance proceeds shall be used by the Community Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in the Article hereof entitled "Destruction of Improvements." Any two (2) Community Directors may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Community Association and the Members and Owners.

12.7. Abandonment of Replacement Cost Insurance. Unless unavailable at reasonable costs in the insurance market or unless at least two-third (2/3) of the Institutional Mortgagees (based on one (1) vote for each First Mortgage) have given their prior written approval, the Community Association shall not be entitled to fail to maintain the extended coverage fire and casualty insurance required by this Article on less than a one hundred percent (100%) current replacement cost basis, if available, subject to reasonable deductible amounts and co-insurance provisions which may be approved by the Community Board.

12.8. Requirements of Federal Agencies. Notwithstanding the foregoing provisions of this Article, the Community Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements by the Federal Housing Administration, the Veterans Administration and/or the Department of Housing and Urban Development (the "Federal Agencies"), so long as it insures or guarantees a Mortgage on a Lot, except to the extent such coverage is not available or has been waived in writing by the foregoing entities.

ARTICLE XIII EMINENT DOMAIN

13.1. Condemnation. The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Community Common Area or any action is brought to condemn all or any portion of the Community Common Area, or a sale of all or part thereof is made in lieu of condemnation, the Members hereby appoint the Community Board and such persons as the Community Board may delegate to represent all of the Members and Owners in connection with the taking. The Community Board shall act, in its sole discretion, with respect to any awards being made in connection with the taking and shall be entitled to condemnation action. Any awards received on account of the taking shall be paid to the Community Association, and used, held or distributed as reasonably deemed appropriate by the Community Board subject to the provisions hereof.

13.2. Total Taking. If the taking is of the entire Community Common Area, the amount payable shall be paid to the Community Board as trustee for distribution to the Owners, subject to the rights of Mortgagees holding Mortgages covering the properties and all unpaid Community Assessments of each Owner, together with any interest charges attributable thereof. Said proceeds shall be distributed to the Owners and their respective Mortgagees according to the relative values of the respective properties in Turf Valley determined by an independent appraisal made by a qualified MAI real estate appraiser selected by the Community Board. The rights of an Owner and the Mortgagee of the Owner's Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

13.3. Minor Taking. If the award is for the acquisition of only part of the Community Common Area and is less than ten percent (10%) of the value of all Community Common Area, the entire amount thereof shall be payable to the Community Board and such amount, together with any interest earned thereon, shall be held by the Community Association for the construction of capital improvements on other portions of the Community Common Area or for general operating expenses of the Community Association.

13.4. Major Taking. If the award is for the acquisition of only part of the Community Common Area, but is in excess of ten percent (10%) of the value of all Community Common Area, the Community Board, in its sole discretion, may retain all or any part thereof in the general funds of the Community Association for the purpose of construction of alternative facilities for those so taken, or may distribute all or any part thereof to the Owners, as their interests appear, subject however, to any unpaid assessments and rights of Mortgagees, in the manner set forth above.

ARTICLE XIV DESTRUCTION OF IMPROVEMENTS

14.1. Restoration of Improvements. In the event of partial or total destruction of Improvements upon the Community Common Area, it shall be the duty of the Community Association to restore and repair the same to its former condition as promptly as practical, as hereinafter set forth. Notwithstanding the foregoing, in the event of destruction, the Community Association shall have the right to restore the damaged Improvements with Improvements which are different but equal in value to the former Improvements provided that the Community Association shall have obtained the prior consent of a majority of the Turf Valley Voting Power.

14.1.1. Insurance Proceeds Adequate. If the cost of repairing or rebuilding the Community Common Area does not exceed the amount of insurance proceeds initially offered or paid by the insurance carrier by more than ten percent (10%) of the cost of reconstruction, then the following shall apply.

(a) All insurance proceeds shall be paid to a commercial bank or trust company designated by the Community Board to be held for the benefit of the Community Association and the Owners and their Mortgagees, as their interests shall appear.

(b) The Community Board shall levy a Reconstruction Assessment against the Owners in the same manner as provided in the Article hereof entitled "Funds and Assessments" equal to the difference between the cost of repairing or rebuilding and the amount of available insurance proceeds, which sums shall be payable into the fund held by the insurance trustee. The Community Board may advance the amount of the Reconstruction Assessment to the insurance trustee from Community Association general funds or reserves.

(c) When the amount held by the insurance trustee is sufficient to pay the costs of repair and reconstruction, the Community Board shall thereupon contract for the repair or reconstruction of the Improvements, paying the cost of such work from the amount held by the insurance trustee, said repair or reconstruction to be for the purpose of returning the Improvement substantially to their appearance and condition immediately prior to the casualty.

(d) The Community Association may rebuild such damaged or destroyed common facilities in a different manner, or in a different location on the Community Common Area, provided that such Community Board action shall require consent of at least eighty percent (80%) of the Community Board. If the Community Board cannot reach an eighty percent (80%) decision, any such change shall require the vote or written assent of the Members representing at least fifty-one percent (51%) of the Turf Valley Voting Power, and the written consent of fifty-one percent (51%) of the Mortgagees. If such changed plans require additional capital so as to necessitate a Capital Improvement Assessment, the written assent of the Members representing at least fifty-one percent (51%) of the Turf Valley Voting Power must be obtained if so required by the Article VI hereof entitled "Funds and Assessments."

14.1.2. Insurance Proceeds Inadequate. If the cost of such repairing or rebuilding exceeds the amount of available insurance by more than ten percent (10%) of the cost of reconstruction, then all insurance proceeds shall be deposited as provided in Subsection 14.1.1. above and the Community Board shall require a determination by written assent or vote of the Members representing at least a majority of the Turf Valley Voting Power as to whether a Reconstruction Assessment equal to the difference between available insurance proceeds and the cost of such repairing or rebuilding shall be levied. If the Members determine not to levy such assessment, then the Community Board shall use the insurance proceeds available to make such restoration or repair as soon as reasonably possible or to clear the site at the damaged premises, and landscape the site for a Turf Valley park and the costs thereof shall be paid for with the insurance proceeds. Any deficiency may be raised by a Reconstruction Assessment in an amount determined by the Community Board. In the event any excess insurance proceeds remain, the Community Board, in its sole discretion, may retain such sums in the general funds of the Community Association or distribute pro-rata all or a portion thereof to the Members, subject to the prior rights of Mortgagees whose interest may be protected by insurance policies carried by the Community Association. The rights of the Owner and the Mortgagee of his Lot as to such pro-rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

14.1.3. Neighborhood Common Area and Lots. In the event of partial or total damage or destruction of Neighborhood Common Area or any Lot within Turf Valley the responsible Neighborhood Association or Owner shall either:

(a) diligently commence to rebuild the same, if the insurance proceeds and other funds available to the Neighborhood Association or Owner are sufficient to pay the cost of such rebuilding. Upon reconstruction, the Improvements shall be rebuilt substantially in accordance with the original plans and specifications therefor provided, however, that the exterior appearance thereof shall substantially resemble the appearance in form and color prior to such damage and destruction. Notwithstanding the foregoing, however, the Owner of such damaged Improvements may reconstruct or repair the same in accordance with new or changed plans or specifications with the prior written approval of the Architectural Committee. The Neighborhood Declaration shall provide procedures and standards for repair or reconstruction of damaged or destroyed Property including special reconstruction assessments for repair of Neighborhood Common Area so damaged or destroyed; or

(b) if there are not sufficient funds to rebuild, clear and level the Neighborhood Common Area or Lot, remove all wreckage, foundations, slabs, debris and remains of the building or buildings therefrom and leave the same in a level, clean and landscaped condition.

ARTICLE XV EASEMENTS

15.1. Amendment to Eliminate Easement. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant herein without prior written approval of Declarant and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Article shall likewise require the prior written approval of Declarant.

15.2. Owners' Easements and Encroachments. An Owner's right to use his or her Lot, and the Community Common Area and the Neighborhood Common Area shall be subject to the easements and encroachments described below.

15.2.1. Utility Easements. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Property, the Owners of any Lot served by said connections, lines or facilities shall have the right, and there is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners, an easement to the full extent necessary therefor, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof are located to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

15.2.2. Utility Connections. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone or cable television lines, or drainage facilities are installed within Turf Valley, which connections serve more than one (1) Lot, the Owner of each Lot served by said connections shall be entitled to the full use of such portions of said connections which service the Owner's Lot.

15.3. Easements Reserved to Declarant and/or Builder. There are hereby reserved to Declarant and/or Builder, together with the right to grant and transfer the same, as well as to any other mentioned, the easements set forth below:

15.3.1. Utilities. Easements on, over, under, through and across the Property for the purpose of constructing, erecting, operating, landscaping and maintaining facilities and Improvements, including without limitation, easements for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines, and drainage facilities, roads, park areas, parkways and walkways as may be shown on any approved final development plan or recorded subdivision plat of the Property or as are required by Howard County.

15.3.2. Cable Television. The right to place on, under or across the Property, transmission lines and other facilities for a community antenna television system and satellite master antenna television system and thereafter to own the Property to service, maintain, repair, reconstruct and replace said lines or facilities.

15.3.3. Construction and Sales. Easements over the Community Common Area as the same may from time to time exist, for a reasonable period of time in light of Declarant's and Builder's development of the Property, for construction, display and exhibit purposes which are reasonably necessary for the erection and sale or lease of Lots within Turf Valley; provided, however, that such use shall be only for a period of twenty years (20) from the date of this Declaration.

15.3.4. Public Bicycle and Pedestrian Trails. An easement for public ingress and egress over the public bicycle and pedestrian trails located in Community Common Area or in such areas shown on any approved final development plan or recorded subdivision plat.

15.3.5. Repair and Maintenance. An easement over the Lots for the purpose of performing their respective repair and maintenance obligations under this Declaration.

15.3.6. Open Space Easement. A nonexclusive open space easement over portions of the Community Common Area as deemed necessary by the Community Association.

15.3.7. Completion Easement and Rights of Declarant. Declarant further reserves unto itself, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, including any Community Common Area which may have previously been conveyed to the Community Association and the Annexable Property, for all purposes necessary or appropriate for development, sales, marketing, construction, repair, maintenance, replacement or warranty work as well as any other easements the Declarant deems necessary for the full and final completion of construction of the Community.

15.3.8. Community Association Easements. To Declarant and the Community Association or their duly authorized agents and representatives, such rights of entry as are necessary to perform the duties and obligations of the Community Association as are set forth in this Declaration, or in the Community Bylaws, Community Articles, Community Association Rules or the Architectural Specifications. Any entry upon any portion of the Property by the

Declarant or the Community Association pursuant to their respective rights hereto shall not be deemed a trespass.

15.3.9. Easements to Declarant for Adjoining Property. An easement over, upon, through and across the Community Common Area, for the purpose of reasonable ingress to and egress from, over and across Turf Valley to the Annexable Property until the Declarant has fully developed and conveyed all Improvements located within the Annexable Property.

15.3.10. Neighborhood Association Easement. Declarant reserves a nonexclusive easement over the Community Common Area for the benefit of any Neighborhood Association, together with the right to grant and transfer the same, for the purpose of fulfilling the Neighborhood Association's maintenance or other responsibilities in accordance with the provisions of this Declaration and/or pursuant to a separate written agreement.

15.3.11. Maintenance of Trees. Declarant shall have the right to enter onto any Lot within the Property even though said Lot has been transferred to an Owner to maintain, replace and/or plant trees in accordance with any County approved plans for the Property. This right shall continue for six (6) years after the subdivision has been dedicated to the County. However, Declarant shall not be responsible for any other trees on any Lot within the Property except for those in accordance with the subdivision plat for the Property filed with the County, nor shall it be liable for any damages incurred in maintaining, replacing or planting of the trees.

15.3.12. Villages at Turf Valley Neighborhood Association, Inc. Easement for Open Space Lot 68. From and after the conveyance of Open Space Lot 68 (as shown on the plat entitled, "Villages at Turf Valley Phase 1 Section 1 Open Space Lots 68 thru 69" dated May, 2012, and recorded among the Land Records of Howard County, Maryland as Plat Nos. 22187 thru 22190) to the Community Association, the Declarant hereby reserves a nonexclusive and perpetual easement for the benefit of Villages at Turf Valley Neighborhood Association, Inc., on, over, across and through Open Space Lot 68 for the purpose of performing its maintenance and other obligations relative to the underground stormwater recharge trenches located thereon.

15.4. Nature of Easements. Any easements reserved to Declarant herein, when transferred to an Owner in the same instrument conveying a Lot to an Owner or in the same instrument conveying Community Common Area to the Neighborhood Association shall be appurtenant to such Owner's interest in said Lot or the Neighborhood Association's interest in the Community Common Area. Use of easements or work in easement areas shall be done in manner which reasonably limits adverse impacts on adjacent landowners and disturbance of land shall be restored by party causing disturbance. In addition, any easements reserved by Declarant under Section 15.3. hereof that permits Declarant to access a Lot which is occupied may be only accessed by Declarant for completing development requirements from time to time.

15.5. Transfer of Easements. As to the easements reserved to Declarant, together with the right to grant and transfer the same to Owners, Declarant shall convey said easements to the Owners in the same instrument conveying the interest required by an Owner by specific description or by reference in said instrument. If such description is not contained in said

instrument, such easements shall nevertheless be deemed conveyed to each Owner by such instrument.

15.6. Right of Entry for Howard County. The Declarant hereby grants to Howard County, Maryland and its agents, contractors and employees a nonexclusive right of entry over and across all of the private roads and parking areas (collectively the "Traffic Areas") located within Turf Valley, for vehicular and pedestrian ingress and egress so that the County can provide curbside collection services for trash and/or recycling to the residents of the Turf Valley. Having been designed and constructed for private use, the Traffic Areas were not required to meet the County roadway standards applicable to roads and parking areas intended to be incorporated into the County's public roadway system. In consideration of the County providing trash collection and/or recycling services even though the roads of the Traffic Areas may not meet County roadway standards, the Community Association and any Owners of any part of the Property hereby (i) waive and release all claims, of whatever kind and nature, that might arise against the County for damage or destruction to pavement, curbs, or structures of any kind located in the Traffic Areas or in the Property, including, without limitation, damage arising from oil, paint, or other liquid spills thereon or therein, if such damage is caused by the operation of trucks or other motor vehicles for curbside collection services, and (ii) further agree to indemnify, defend and hold harmless the County from all such claims, damages, losses and expenses, including reasonable attorney's fees, arising from or relating to the curbside collections. Trucks providing curbside collection services will not collect in Traffic Areas that do not have an adequate "TEE" turn-around or cul-de-sac of the standard dimensions required by the County roadway standards for County roadways. The right of entry granted herein shall terminate at such time as the County no longer provides collection services described herein. Nothing herein shall be deemed to limit or imply a limitation of any or all defenses of immunity that might otherwise be available to the County.

15.7. Easements for Original Construction. With respect to any amenity, Structure or any other Improvement made to the Community Common Area which is constructed or installed by the Declarant or made to any Lot or Neighborhood Common Area by Declarant or Builder, or their respective successors or assigns, which may encroach upon any other Lot or Neighborhood Common Area or upon the Community Common Area, there is hereby reserved for the benefit of the Community Association, the Owners and the Community Common Area, and for the benefit of the Owners of the Lot, Neighborhood Common Area or Community Common Area, as applicable, a perpetual and non-exclusive easement for the location, installation maintenance, repair and use of such amenity, Structure, Improvement or items located within the Lot, Neighborhood Common Area or Community Common Area, as applicable, but only to the extent the original construction thereof encroaches within the Lot, Neighborhood Common Area or Community Common Area, as the case may be.

15.8. Forest Conservation and Forest Buffer Areas. The Declarant, for itself and its successors and assigns, reserves a non-exclusive easement and right-of-way over any portion of the Community for the purpose of performing any activity related to the Forest Conservation and Forest Buffer Declaration and/or to perform reforestation, afforestation and any other activity which Declarant may deem desirable (collectively, the "forest activities"), if any. The foregoing reservation by Declarant shall specifically include the right of ingress and egress and to conduct

forest activities by Declarant (or any of its agents or employees) over any Lot, Community Common Area or Neighborhood Common Area located in the Community, irrespective of whether or not the title to the Lot, Community Common Area or Neighborhood Common Area has been transferred to an Owner already residing on the Lot, to the Community Association or to the Neighborhood Association, as applicable, and if ingress, egress and any forest activities are conducted by Declarant over, on and across a Lot, Community Common Area or Neighborhood Common Area, no prior notice to the Owner, Community Association or Neighborhood Association, as applicable, shall be required.

15.9. Easements Reserved to the Golf Course. There are hereby established easements over, under and through each Lot and the Community Common Area and Neighborhood Common Area for the benefit of the Golf Course, which easements are described in Article XIX hereof entitled "Miscellaneous and Golf Course".

ARTICLE XVI
ANNEXATION OF REAL PROPERTY

16.1. Annexation. Declarant may annex any of the Annexable Property described in Exhibit "B" by any of the methods set forth hereinafter in this Article. Declarant intends to develop the Annexable Property on a phased basis. However, Declarant may elect not to develop all or any part of such real property, to annex such real property to this Declaration in increments of any size whatsoever, or to develop more than one such increment at any given time and in any given order. Although Declarant shall have the right (but not the obligation) to annex the Annexable Property as provided in this Article, Declarant shall not be obligated to annex all or any portion of such Annexable Property. Moreover, Declarant reserves the right to subject any of the Annexable Property which is not subject to the provisions of this Declaration to one or more separate declarations of covenants, conditions and restrictions and to subject such property to the jurisdiction and power of the Community Association or to another nonprofit mutual benefit corporation or other entity with powers and obligations similar to the Community Association.

16.2. Annexation Without Approval. Subject to Subsection 16.2.2. below, during the Development Period, all or any part of the Annexable Property described on Exhibit "B" may be annexed to and become subject to the Declaration and subject to the jurisdiction of the Community Association by Declarant without the approval, assent or vote of the Community Association or its Members. In addition to the foregoing, the associations known as "The Legend's of Turf Valley Homeowners Association, Inc." and "Turf Valley Vistas Homeowners Association, Inc." (collectively, "Adjacent Associations") may be annexed to the Property without the approval of the Community Association, any Member, Owner or lienholder and further, provided, that if any portion of the Adjacent Associations is to be annexed, then the provisions of their governing documents shall be satisfied. In the event of Annexation, the voting rights and assessment obligations of the affected Owners and Lots which are being annexed shall be established by Declarant in the Supplementary Declaration annexing such Adjacent Associations.

16.2.1. Annexation Pursuant to Approval. Upon the expiration of the Declarant's power to annex the Annexable Property in accordance with the provisions of Section 16.2., or if any person desires to subject property other than the property described on Exhibit "B" to this Declaration to the jurisdiction of the Community Association, then such property may be annexed, if the vote or written assent of two-thirds (2/3) of the Total Voting Power residing in Members of the Community Association other than Declarant and Builders is obtained. The recordation of a Supplementary Declaration shall constitute and effectuate the Annexation of the real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Community Association; and thereafter said annexed real property shall be part of the Property and subject to all of the terms and provisions of this Declaration. If the vote or written assent of a certain percentage of Members is required to annex any property as provided for above, then the recordation of a Supplementary Declaration certified to by the President or Vice-President and Secretary or Assistant Secretary shall constitute and effectuate the Annexation of said real property and for the purpose of recording any such instrument, and each Owner hereby grants to the President or the Vice-President and Secretary or Assistant Secretary of the Community Association an irrevocable power of attorney for and on behalf of each and every Owner in certifying, executing and recording said instrument.

16.2.2. Annexation Pursuant to Approval of Ground Lessee and/or Major Ground Sub-Lessee. Notwithstanding anything herein to the contrary, the prior written consent of Ground Lessee (as such term is referenced in Section 9.5. of this Declaration) shall be required prior to the Annexation of any property which is subject to the Ground Lessee's ground lease; provided that the Ground Lessee is not then in default under its ground lease. In addition, the written consent of the Major Ground Sub-Lessee (which term is referred to in Section 9.5. of this Declaration) shall be required prior to the Annexation of any property which is under the exclusive control of the Major Ground Sub-Lessee (pursuant to the ground sub-lease between the Ground Lessee and the Major Ground Sub-Lessee), during the time that the Major Ground Sub-Lessee occupies the property which is subject to the ground sub-lease described above.

16.2.3. Covenants Running With the Land. Declarant may transfer all or any portion of the Annexable Property to a Builder under a deed wherein Declarant reserves the right to annex such property and subject it to this Declaration. The restriction on the Property described in Exhibit "B" wherein it may be made subject to this Declaration upon the recordation of a Supplementary Declaration is hereby declared to be an equitable servitude upon the Annexable Property in favor of the Property subject to this Declaration and any other real property owned by Declarant in the vicinity of the Property and shall run with the land and be binding on and inure to the benefit of all parties having or acquiring any right, title or interest, in such real property.

16.3. Supplementary Declarations. Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration or any merger or consolidation revoke, modify or add to the covenants established by this Declaration, discriminate between

some Owners of such Property and other Owners of any other Property within Turf Valley except as provided herein, change the general common plan created by this Declaration, or affect the provisions hereof or thereof as covenants running with the land or equitable servitudes. The express desired intention of Declarant is to establish a cohesive plan of such covenants and servitudes to be uniformly applicable to Turf Valley, including those portions added thereto by Annexation.

16.4. Rights and Obligations of Owners. After the required Annexation procedures are fulfilled, all Owners in Turf Valley shall be entitled to the use of any Community Common Area in such annexed property, subject to the provisions of this Declaration, and Owners of such annexed property shall thereupon be subject to this Declaration. After each Annexation, the Lots within the Community Association shall be assessed in accordance with the provisions set forth in the Section of Article VI entitled "Allocation of Community Assessments to Lots" with the annexed property being assessed for a proportionate share of the total Turf Valley Common Expenses on the same basis as the other property in Turf Valley. Community Assessments for the year that such property is annexed shall be prorated on the basis of a three hundred and sixty-five (365) day year.

16.5. De-Annexation. Declarant may delete all or any portion of the real property subject to this Declaration, from time to time, by a supplement hereto or otherwise, provided Declarant is the sole beneficial Owner of all of the real property to be deleted. Such deletion shall be effective upon the recordation of a Supplementary Declaration among the Land Records withdrawing the effect of the covenants and restrictions of this Declaration from the de-annexed property. Such de-annexed property may be utilized by the Declarant, or any successor, assignee or transferee thereof, for any lawful purpose or use.

ARTICLE XVII MORTGAGEE RIGHTS

17.1. Special Mortgagee Provisions. It is anticipated that part or all of the Lots in Turf Valley may be financed for the Owners through Federal Agencies. The interest of the Community Association and each of the Members and Owners are and shall be subject to and subordinate to the rules, regulations and requirements of such Federal Agencies purchasing Mortgages in Turf Valley. As the requirements of such Federal Agencies are subject to change, if necessary, Declarant shall execute and cause to be recorded a Supplementary Declaration, incorporating such additional covenants, conditions and restrictions as are required by such Federal Agencies, affecting the properties. Notwithstanding prior acquisition of title to any portion of property in Turf Valley by the Community Association, any Neighborhood Association, or any Owner, such supplementary covenants, conditions and restrictions shall be binding upon all Members, the Community Association, and any Neighborhood Association. Declarant may execute as many such Supplementary Declarations as are required to comply with such Federal Agency's requirements from time to time throughout the course of sale of the Lots. Declarant may bind the Community Association and all Owners by written consent with such Federal Agencies.

17.2. Conflict. Notwithstanding any contrary provision contained elsewhere in this Declaration or in the Community Bylaws, Community Articles or Community Association Rules, the provisions of this Article shall control with respect to the rights and obligations of Institutional Mortgagees specified herein.

17.3. Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Community Common Area, unless such taxes or charges are separately assessed against the Owners, in which case the rights of First Mortgagees shall be governed by the provisions of their Mortgages. First Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of policy, for the Community Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Community Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any First Mortgagee which requests the same to be executed by the Community Association. Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Community Common Area or Improvements thereon and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Community Common Area. Institutional Mortgagees making such payments shall be owed immediate reimbursement for such expenditures from the Community Association and, on demand, the Community Association shall execute an agreement in favor of all Institutional Mortgagees reflecting entitlement to reimbursement.

17.4. Termination of Contract and Agreements. Any contract or lease, including any contract providing for the services of Declarant, entered into by the Community Association while Declarant controls the Community Association shall be for a term not to exceed three (3) years and shall provide that the Community Association has the right to terminate such contract or lease with cause upon thirty (30) days' written notice, and without cause and without penalty or the payment of a termination fee at any time after the transfer of control of the Community Association from Declarant upon not more than ninety (90) days notice to the other party. For purposes of this Section, the term "control" shall mean the right of Declarant to exercise unilateral control over the Community Association, the Community Board, the Members or the Owners in any manner other than by Declarant's exercise of votes allocated to Declarant on the same basis as votes are allocated to other Members.

17.5. Notice to Mortgage Holders. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Community Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Community Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Lot within the Property (herein any Mortgagee delivering such notice shall be referred to as an "Eligible Holder"). Such notice shall state which Lot or Lots are encumbered by such Mortgage, and whether such Mortgagee is a First Mortgagee. Whenever the approval of all or a specified percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of all or a specified percentage only of the Eligible Holders. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Community Association, in addition to having

delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Community Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Community Association levied by the Community Association hereunder shall not be affected by the failure to deliver a notice to the Community Board. Any notice or request delivered to the Community Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged. An Eligible Holder is entitled to timely written notice of:

17.5.1. Any condemnation loss or casualty loss which affects either a material portion of the Property or the Lot on which the Eligible Holder holds a First Mortgage;

17.5.2. Any delinquency in the payment of assessments or charges owed by the Owner of a Lot which is subject to a First Mortgage held by the Eligible Holder if the delinquency is not cured within ninety (90) days after its due date;

17.5.3. Any lapse, cancellation or material modification of insurance policy or fidelity bond maintained by the Community Association;

17.5.4. Any proposal to take any action which requires the consent of a specified percentage of Eligible Holders; or

17.5.5. Any default by an Owner-Mortgagor of a Lot in the performance of his obligations under this Declaration or Community Bylaws, which is not cured within ninety (90) days.

17.6. Inspection of Books and Records. Any Mortgagee shall be entitled to inspect the books, records and financial statements of the Community Association as set forth in Article VI of this Declaration.

17.7. Voting Rights of Mortgagees. For purposes of this Section, a Mortgagee shall be entitled to one (1) vote for each Lot encumbered by a First Mortgage held by the Mortgagee.

17.8. Actions Requiring Mortgagee Votes. Neither the Community Association nor any Owner shall do any of the following, unless at least sixty-seven percent (67%) of the Eligible Holders have given their prior written approval;

17.8.1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any property or Improvements owned, directly or indirectly, by the Community Association for the benefit of the Lots and Owners. The granting of easements or dedication of land for public utilities, roads or for other public purposes consistent with the intended use of the property by the Community Association and Owners shall not be deemed a transfer within the meaning of this Subsection;

17.8.2. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of party walls, fences or driveways, or the upkeep of lawns, plantings or other landscaping within Turf Valley;

17.8.3. By act or omission change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

17.8.4. Fail to maintain fire and extended coverage insurance on insurable portions of the Community Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; or

17.8.5. Use hazard insurance proceeds for losses to any property or Improvements owned by the Community Association other than for the repair, replacement or reconstruction of the property and Improvements.

17.9. Votes for Termination. Any election to terminate the legal status of the Property as a planned unit development shall require:

17.9.1. The approval of at least fifty-one percent (51%) of the Eligible Holders if the election to terminate the legal status is a result of substantial destruction or a substantial taking in condemnation of the Property; or

17.9.2. The approval of sixty-seven percent (67%) of the Turf Valley Voting Power and of sixty-seven percent (67%) of the Eligible Holders, if Subsection 17.9.1. above is inapplicable.

17.10. Condemnation or Destruction. In the event a portion of the Property is either condemned or destroyed or damaged by a hazard that is insured against restoration or repair, it shall be performed substantially in accordance with the provisions of this Declaration and the original plans and specifications for the Property, unless fifty-one percent (51%) of the Eligible Holders approve the taking of other action by the Community Association.

17.11. Mortgagee Protection. A breach of any of the conditions contained in this Declaration shall not defeat nor render invalid the lien of any Mortgage made in good faith and for value as to any Lot within the Property; provided, however, that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Lot if the Lot is acquired by foreclosure, trustee's sale or otherwise.

17.12. Distribution of Insurance and Condemnation Proceeds. No Owner, or any other party, shall have priority over any right of Institutional First Mortgagees of Lots pursuant to their Mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Lots or Community Common Area. Any provision to the contrary in this Declaration or in the Community Bylaws or other documents relating to the Property is to such

extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses naming the Mortgagees, as their interests may appear.

17.13. Non-Curable Breach. Any Mortgagee who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

17.14. Loan to Facilitate. Any Mortgage given to secure a loan to facilitate the resale of a Lot after acquisition by foreclosure or by a deed in lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article.

17.15. Appearance at Meetings. Because of its financial interest in the Property, any Mortgagee may appear (but cannot vote except under the circumstances set forth herein) at meetings of the Members and the Community Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or assessments.

17.16. Right to Furnish Information. Any Mortgagee can furnish information to the Community Board concerning the status of any Mortgage and the Owners hereby authorize the Community Association to furnish information to the Mortgagee as necessary to cure any default of an Owner, as determined in the Community Association's sole discretion.

17.17. Inapplicability of Right of First Refusal to Mortgagee. No right of first refusal or similar restriction of right of an Owner to sell, transfer or otherwise convey the Owner's Lot shall be granted to the Community Association without the written consent of any Mortgagee of the Lot. Any right of first refusal or option to purchase a Lot that may be granted to the Community Association (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such Lot, whether voluntary or involuntary, to a Mortgagee which acquires title to or ownership of the Lot pursuant to the remedies provided in its Mortgage or by reason of foreclosure of the Mortgage or deed in lieu for foreclosure.

ARTICLE XVIII
AMENDMENT AND TERM OF DECLARATION

18.1. Duration and Amendment. All covenants, conditions and restrictions set forth in this Declaration shall run with and bind the land and shall be perpetual, unless expressly stated otherwise in this Declaration. Further, any amendment must be in writing and recorded in the Land Records and shall be subject to the following conditions:

(a) Declarant shall have the unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, the Community Bylaws, or the Community Articles during the Development Period and in order to accomplish any such amendment, each Owner (other than Builder) and any lienholder(s) of a Lot (other than a lienholder of a Lot owned by Declarant) appoint Declarant as their power of attorney to execute any such amendment provided that Builder's written consent to such amendment,

modification, revision or change shall be required while the Builder owns any Lots, has any Lots under contract or has any outstanding warranty obligations, however Builder's consent cannot be unreasonably withheld, delayed or conditioned. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST. In addition, during the Development Period, this Declaration may be amended by an instrument in writing, signed and consented to by the Declarant, Builder (provided Builder owns any Lots and/or has any Lots under contract at such time and/or has any outstanding warranty obligations for any of the Lots) as well as by the President or Vice-President and Secretary or Assistant Secretary of the Community Association, after approval of the amendment by at least two-thirds (2/3) of the Class A Members at a meeting of the Community Association duly called for such purpose.

(b) Following the Development Period, this Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Community Association with the approval of at least two-thirds (2/3) of the Class A Members of the Community Association at a meeting of the Community Association duly called for such purpose, provided such amendment does not affect any right or obligation of the Declarant or Builder without the prior written consent of Declarant or Builder, as applicable, which may be withheld in Declarant's and/or Builder's sole discretion.

(c) An amendment which requires approval of the Class A Members as provided herein shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Community Association who shall certify that the amendment has been approved in accordance with the provisions hereof and provided that any written consent by Declarant and/or Builder which is required above has been obtained. For the purpose of recording the amendment, each Owner hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Community Association an irrevocable power of attorney to act for and on behalf of each and every Owner (other than Declarant and Builder) in certifying, executing and recording said instrument.

(d) Any amendment to this Declaration shall be recorded in the Land Records of the County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

18.2. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Community Association, Declarant, each Owner or any Member, their respective legal representatives, heirs, successors, and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for a successive period of ten (10) years, unless an instrument, signed by a majority of the Turf Valley Voting Power has been recorded, at least one (1) year prior to the end of any such period agreeing to change said covenants, conditions and restrictions in whole or in part. After said initial term, this Declaration may be terminated by the written assent of seventy-five percent (75%) of all of the Turf Valley Voting Power.

ARTICLE XIX
MISCELLANEOUS AND GOLF COURSE

19.1. Enforcement.

19.1.1. Rights of Enforcement. The Community Association, Declarant, Neighborhood Association or any Owner shall have a right to action against any Owner or any Neighborhood Association, and any Owner shall have a right of action against the Community Association or Neighborhood Association, to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation except that Owners and any Neighborhood Association shall not have any right of enforcement concerning Community Association liens. The Community Association, Declarant, any Owner or any Neighborhood Association shall also have the right to enforce by proceedings at law or in equity the provisions of the Community Articles or Community Bylaws and any amendments thereto. The Community Association shall have the exclusive right to the enforcement of provisions relating to architectural control and Community Association Rules, unless the Community Association refuses or is unable to effectuate such enforcement, in which case any Owner who otherwise has standing shall have the right to undertake such enforcement.

19.1.2. Disputes Between Community Association and Declarant. Any controversy, dispute, or claim whatsoever between the Community Association and Declarant arising out of or concerning the interpretation, performance or breach of any of the provisions of this Declaration including, without limitation, the validity, scope and enforceability of this arbitration provision, shall be resolved, at the request of either party, by arbitration conducted in Howard County in accordance with the then existing rules of the American Arbitration Association and judgment upon any award rendered by the arbitrator(s) may be entered by any State or Federal Court having jurisdiction thereof. Such matters shall be submitted to one (1) arbitrator who shall have knowledge of the subject matter being arbitrated and be qualified to serve as an arbitrator under the rules of the American Arbitration Association. The party initiating the arbitration shall send written notice to the other party indicating its desire to invoke the arbitration provisions set forth in this Subparagraph 19.1.2. If the parties are unable to agree on an arbitrator within ten (10) days after receipt of such notice by the non-initiating party, then each party shall select one (1) qualified arbitrator and provide written notice to the other party of the person so designated. Within ten (10) business days from the date thereof, the two (2) arbitrators designated by the parties shall jointly select one (1) person to act as the single arbitrator. Any decision of the arbitrator shall be final, conclusive and binding on both parties. Further, if the Declarant is the prevailing party, it shall be awarded all costs and expenses incurred as a result of the arbitration including, without limitation, attorneys' fees. If, however, the Community Association is the prevailing party, then the Community Association and the Declarant shall equally share in the costs of the arbitration and each party shall pay its own attorneys' fees.

19.1.3. Disputes Between Community Association and Neighborhood Association or Owners. Any controversy, dispute, or claim whatsoever between the Community Association

and any Neighborhood Association or any Owner other than Declarant arising out of or concerning the interpretation, performance or breach of any of the provisions of this Declaration, including, without limitation, the validity, scope and enforceability of this arbitration provision, shall be settled, at the request of either party, by arbitration conducted in Howard County in accordance with the then existing rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered by any State or Federal Court having jurisdiction thereof. Such matters shall be submitted to one (1) arbitrator who shall have knowledge of the subject matter being arbitrated and be qualified to serve as an arbitrator under the rules of the American Arbitration Association. The party initiating the arbitration shall send written notice to the other party indicating its desire to invoke the arbitration provisions set forth in this Subparagraph 19.1.3. If the parties cannot agree upon an arbitrator within ten (10) days after receipt of such notice by the non-initiating party, then each party shall select one (1) qualified arbitrator and provide written notice to the other party of the person so designated. Within ten (10) business days from the date thereof, the two (2) arbitrators designated by the parties shall jointly select one (1) person to act as the single arbitrator. Any decision of the arbitrator shall be final, conclusive and binding on both parties. Further, the prevailing party shall be entitled to an award of all costs and expenses incurred as a result such arbitration, including, without limitation, attorneys' fees.

19.1.4. Revocation of Dispute Resolution Procedures. Either or both of the two preceding Subsections may be terminated, and shall be of no further effect concerning controversies, disputes, or claims which arise after such termination, if within ninety (90) days after a majority of the members of the Community Board have been elected for the first time by Members other than Declarant, such termination is approved by (a) a majority of the Community Board, and (b) by Members representing a majority of the Total Voting Power other than Declarant. Notwithstanding any provision hereof to the contrary, an amendment to this Declaration covering such termination may be recorded in the Land Records of Howard County without the approval of any other persons, including, without limitation, the Declarant or Eligible Mortgage Holders, if such amendment is recorded with a certificate of the President and Secretary attached thereto certifying that the approval of the Community Board and of the Members other than Declarant required by this Subsection has been obtained within the time period specified herein.

19.1.5. Vote Requirements. Notwithstanding the foregoing, neither the Community Association nor any person acting or purporting to act on its behalf shall (a) file or otherwise commence, or prosecute, in any jurisdiction whatsoever, any (i) civil, criminal or administrative proceeding in or with any court or administrative body or officer, or (ii) appeal of or objection to any decision or other action made or taken by any court or administrative body or officer, in any judicial or administrative proceeding, or (b) testify or submit evidence (except where required by law, subpoena or formal order of such court, administrative body or officer), or otherwise take a formal position on any issue under consideration, in any such proceeding or appeal, in all cases until such action is approved in writing by, or by the vote of, both Members entitled to cast at least seventy-five percent (75%) of the votes held by all Owners other than Declarant, and at least seventy-five percent (75%) of the votes of Class B Member. Nothing in this Subsection shall apply to a civil or administrative proceeding which the Community Association commences or prosecutes with a court or administrative body or officer (a) to collect

an Assessment, or enforce or foreclose a lien securing an Assessment, (b) otherwise to enforce the Community Association's rights or another person's obligations under the Declaration, Community Bylaws or Community Articles on account of a default or otherwise or (c) any action taken by the Declarant at any time or action undertaken by the Architectural Committee during the Development Period.

19.2. Equitable Servitudes. The provisions of this Declaration shall be deemed covenants, conditions and restrictions and equitable servitudes running with the land, which may be enforced by any Owner, a Neighborhood Board, the Community Board, or Declarant, unless enforcement is specifically limited herein to a particular person or group, and which shall be liberally construed to effectuate the purpose of Declarant creating a uniform plan for the development and operation of Turf Valley. In the event of a default in the performance of any of the provisions of this Declaration, the Community Articles, and Community Bylaws or the failure of any Owner to comply with this Declaration, the Community Articles, or Community Bylaws, such default or failure may be resolved by all appropriate legal proceedings including but not limited to by injunction and suit for monetary damages.

19.3. Severability. If any phrase, clause, sentence, paragraph, section, article or other portion of this Declaration shall become illegal, null or void or against public policy, or any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Declaration shall not be affected thereby and shall remain in full force and effect.

19.4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a mixed-use commercial and residential community or tract and for the maintenance of Turf Valley. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions or interpretation or construction.

19.5. Number and Gender. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

19.6. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, any may be exercised by the Community Association, Declarant, each Owner or any Member. Such remedy shall be deemed cumulative and not exclusive.

19.7. No Waiver. Failure by the Community Association, Declarant, an Owner or any Member to enforce any provision of the Master Management Documents in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future beach of the same or any other such provision.

19.8. Cumulative Remedies. All rights, options and remedies of Declarant, the Community Association, the Owners, Members, Delegates or Mortgagees under this Declaration

are cumulative, and no one of them shall be exclusive of any other. Declarant, the Community Association, the Owners, Members, Delegates and the Mortgagees shall have the right to pursue any one or all of the such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

19.9. Attorneys' Fees. Notwithstanding any other provision contained herein to the contrary, if action is instituted to enforce any of the provisions contained in this Declaration by the Community Association or Declarant against an Owner, it shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Community Association or Declarant, as applicable, is the prevailing party in such action, the amount of such attorneys' fees and costs shall be an Enforcement Assessment with respect to the Lot(s) and its Owner involved in the action.

19.10. Exhibits and Schedules. All exhibits and schedules attached hereto are hereby incorporated into this Declaration.

19.11. Notices. Any notice to be given to Members, Owners, or a Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

19.11.1. Notice to an Member (through the Delegate) or an Owner shall be deemed to have been properly delivered when delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Member or Owner in writing to the Community Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot or the resident agent address of the Neighborhood Association. Any notice deposited in the mail within Maryland shall be deemed delivered on the second mail delivery day after such deposit. Notice may also be delivered by Electronic Transmission as defined in the Bylaws, and in accordance with Section 4.12. of the Bylaws.

19.11.2. Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Community Association by such Mortgagee or such contractor for purposes of notice or, if no such address is furnished, to any office of the Mortgagee in Howard County, Maryland or, if no such office is located in said County, to any office of such Mortgagee.

19.12. Conflicts Between Master Management Documents. In the event of a conflict between any provisions of any of the Master Management Documents with the provisions of another Master Management Document, the provisions of the Controlling Document named below in the first column shall be deemed to supersede the provisions of the Subordinate Document or Documents named below in the second column to the extent of any such conflict.

CONTROLLING DOCUMENTS

- (a) Declaration
- (b) Community Articles
- (c) Community Bylaws

SUBORDINATE DOCUMENTS

- Community Articles, Community Bylaws, Architectural Specifications, and Community Association Rules
- Community Bylaws, Architectural Specifications and Community Association Rules
- Architectural Specifications and Community Association Rules

19.13. Conflicts Between Master Management Documents and Neighborhood Association Documents. In the event of any conflict between the Master Management Documents and any provisions of the articles, bylaws, Neighborhood Declaration, Architectural Specifications and rules and regulations of a Neighborhood Association, the Master Management Documents shall be deemed to supersede such Neighborhood Association documents to the extent of such conflict.

19.14. Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use and occupancy of the Property and each and every Lot and portion thereof. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

19.15. Non-liability of Officials. To the fullest extent permitted by law, neither the Community Board, the Architectural Committee and other committees of the Community Association nor any member of such Community Board or committee shall be liable to any Member of the Community Association or any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Community Board, committees or persons reasonably believed to be the scope of their duties.

19.16. Documents to be Provided to Prospective Purchasers.

19.16.1. By Owner. As required by the HOA Act, an Owner shall provide the information to a prospective purchaser required by the HOA Act before transferring title to his Lot or executing a real property sales contract.

19.16.2. By Community Association. Upon written request, the Community Association shall, within ten (10) days after the mailing or delivery of the request, provide an Owner with a copy of the items that such Owner is required to provide to his prospective purchaser as provided in the HOA Act. The Community Association may charge a

fee for this service, provided, however, that such fee shall not exceed the Community Association's reasonable cost to prepare and reproduce the requested items.

19.17. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures herein set forth.

19.18. Change of Use for Residential Care Property. Subject to any applicable Zoning Laws, the Owner of any Residential Care Property shall be permitted to change the use of the Residential Care Property to other residential uses permitted under the terms of this Declaration provided that the voting rights provided in Subsection 3.8.1. (d) of this Declaration and the allocation for Community Assessments provided under Section 6.7. of this Declaration shall not be changed and such voting rights and any Community Assessments levied under this Declaration shall be prorated among the Owners of the real property which was formerly designated as Residential Care Property.

19.19. Increase in Monetary Amounts. Any monetary amounts provided in the Master Management Documents shall be increased by the CPI (as such term is defined below) from time to time by Declarant during the Development Period, and thereafter, by the Community Association; provided, however, that this provision shall not affect any provision of the Master Management Documents which prescribe a method or limitation of increases or decreases in the specified amount (i.e., Section 6.5. regarding limitation on Assessments and the like).

For purposes hereof, "CPI" means the New Series Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Washington-Baltimore CMSA (Nov. 1996=100) published by the Bureau of Labor Statistics of the United States Department of Labor, except that if the Consumer Price Index hereafter uses a different standard reference base or is otherwise revised, an adjustment shall be made therein for purposes of this Declaration, using such conversion factor, formula or table for making such adjustment as is published by such Bureau, or if such Bureau does not publish the same, as is published by Prentice-Hall, Inc., Bureau of National Affairs, Commerce Clearing House or another nationally recognized publisher of similar statistical information, as selected by the Community Association.

19.20. Governing Law. This Declaration shall be governed by and construed under the laws of the State of Maryland.

19.21. Declarant Development. As long as Declarant has an interest in developing the Property, the Community Association shall not use its financial resources, directly or indirectly, to defray the costs of opposing any development activities reasonably consistent with the general intention of any plat and/or Final Development Plans and the Howard County General Plan, as amended. Notwithstanding any language in this Declaration to the contrary, each Owner, each Member and the Community Association acknowledge and agree, by acceptance of a deed to any portion of the Property, that in no event shall any Owner, Member and/or the Community Association, have the right, directly or indirectly, to challenge, appeal, contest, participate in, protest or object to any zoning, plan or plat approvals, building permits, hearings or any other

permits, special exceptions, variances or governmental approvals (collectively, "Approvals") in accordance with any Final Development Plans and the Howard County General Plan sought by of the Declarant in connection with the Property, including by way of example and not limitation, development, redevelopment or expansion of the Property or Golf Course (as defined herein). Further, Declarant, its successors and assigns, shall have the absolute unilateral right, power and authority to modify, revise, amend, or change any Approvals, including, without limitation, any site development plan, partial final development plan, final development plan, record plat or any other governmental development or building approval for the Property (all of which shall be deemed within the meaning of "Approvals") to the extent same are desired by Declarant, its successors and assigns for the benefit of the Community and/or the Golf Course. By acquiring title to a Lot, each Owner, Member and the Community Association expressly (i) consents and approves of any such modification, revisions, amendment, or change (or other Approvals), and this provision shall serve as the Owner's consent, which may be required under applicable Howard County law, (ii) consents indicating its concurrence with the modified, revised, amended, or changed plan (or other Approvals) and declares that no public hearing is necessary, and (iii) grants and conveys to Declarant, its successors and assigns power of attorney, which shall be coupled with an interest, to consent and approve on behalf of each Owner and its respective successors and assigns any such modifications, revision, amendment or change (or other Approvals).

19.22. Perpetuities. If any of the covenants, conditions, easements, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the members of the 108th United States Congress.

19.23. Golf Course. As of the date of this Declaration, the Golf Course is owned by the Declarant and such property is not intended to be annexed into the Community. Due to the use of the Golf Course and its proximity to the Community, the following provisions are set forth below:

(a) All persons and entities, including all Owners and residents of the Community, are hereby advised that no representations or warranties, either oral or written, have been or are made or authorized by or on behalf of the Declarant or any other person or entity with regard to the development, features, continuing existence, ownership, or operation of the Golf Course. Further, the ownership and/or operation of the Golf Course may change at any time from time to time by virtue of, but without limitation:

(i) The sale or transfer of the Golf Course, or of the rights to operate the Golf Course, by the Golf Course owner;

(ii) The creation or conversion of the ownership and/or operating structure of the Golf Course to an "equity" club or similar arrangement whereby the Golf Course or the rights to operate the Golf Course are transferred to an entity which is owned or controlled by its members; or

(iii) The transfer of ownership or control of the Golf Course to one or more affiliates, shareholders, employees, or independent contractors of the Golf Course owner.

(b) No consent of the Community Association, Member or any Owner or resident shall be required to effectuate any sale, transfer or conversion of or relating to the Golf Course.

(c) If any portion of the Golf Course not shown on the Final Development Plans ceases to operate, such land previously used for the Golf Course may be used for any purpose permitted under applicable Zoning Laws or other ordinances.

(d) Neither membership in the Community Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the Golf Course or the driving range which is the subject of an easement for ingress, egress and access and which shall be within the exclusive control and use by the Golf Course. No Owner or other resident of the Community shall use or enter upon any portion of the Golf Course specifically including, but not limited to, any cart paths, driving range, parking areas, short game areas, putting greens, lakes, streams, grassy areas or other facilities which are part of and/or serve the Golf Course, without the prior written consent of the owner or operator of the Golf Course. Membership plans or other rights to use the Golf Course and the driving range will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the Golf Course, including, without limitation, the payment of a daily greens fee. The owner or operator of the Golf Course shall have the right, from time to time, to amend, waive or terminate the terms and conditions for use of the Golf Course and the driving range, including, without limitation, eligibility for and duration of use rights, the categories of membership and extent of membership privileges, and the number of Golf Course users, and shall also have the right to reserve use rights altogether, subject to the provisions of any outstanding membership documents and agreements.

(e) Neither the Declarant, the Community Association nor the owner or operator of the Golf Course guarantees or represents that any view over and across the Golf Course from adjacent Lots will be preserved without impairment. In addition, the owner or operator of the Golf Course may, in its discretion, change the location, configuration, size and elevation of the tees, bunkers, fairways and greens on the Golf Course at any time and from time to time, including, without limitation, the installation or removal of trees, shrubbery or other vegetation. Any such additions or changes to the Golf Course may diminish or obstruct any view from Lots and any express or implied easements for scenic, sight, view or similar purposes or for the passage of light and air are hereby expressly disclaimed.

(f) It is the Declarant's intention that the Community Association and the owner and operator of the Golf Course shall cooperate to the maximum extent possible in the operation of the Community and the Golf Course. The Community Association or any Member shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Course.

(g) It is intended that the Community may be subject to certain agreements, easements and restrictions relating to the Golf Course set forth herein, in a declaration of easements and covenants to share costs recorded or to be recorded among the Land Records and/or in an easement and maintenance agreement recorded or to be recorded among the Land Records ("Golf Course Covenants"). This Declaration may be made subject and subordinate to the Golf Course Covenants by the Declarant, in its sole discretion, and the Declarant shall have the right to record such instruments as may be necessary to evidence such subordination without the consent or joinder of any Member, Owner, Mortgagee or any other party.

(h) The Community is hereby subject to an easement permitting errant golf balls originating from the Golf Course, and the driving range that is operated and managed by the Golf Course, which unintentionally come upon any portion of the Community, and for golfers at reasonable times and in a reasonable manner to come upon any portion of the Community Property or within fifteen (15) feet of the lot line for any Lot to retrieve such errant golf balls; provided, however, that if any Lot is fenced or walled or if a golf ball is more than fifteen (15) feet inside the lot line of a Lot, the golfer shall seek the Owner's permission before entry. Under no circumstances shall the Declarant, any Builder, the owner or operator of the Golf Course, the Community Association or its Members (in their capacity as such), or any of their respective officers, directors, partners, members, employees, agents, affiliates, successors or assigns, be held liable for any property damage or personal injury resulting from errant golf balls or the exercise of this easement, and by taking title to a Lot, every Owner, on its own behalf and on behalf of its family members, occupants, tenants, invites, guests, employees, successors and assigns, expressly assumes all risks associated with living in proximity to the Golf Course or the driving range and agrees not to make any claim or institute any actions against any of the foregoing parties for any damage to property or personal injury that may be caused from errant golf balls. However, the foregoing shall not constitute a release of any rights to seek recourse against any trespasser on the Golf Course or the Community or against any other party for acts of willful misconduct or gross negligence by such party.

(i) A perpetual non-exclusive easement is granted to the owner of the Golf Course and its designees to enter upon a strip of the Community Property or any Owner's Lot which may be adjacent to the Golf Course ten (10) feet in width measured from the boundary of the Golf Course, for the construction and upkeep of the improvements located on the Golf Course, provided, however, that this easement shall be effective only with respect to the areas of the Community covered solely by dirt or grass or to areas with improvements that are within the easement area in violation of this Declaration, the Golf Course Covenants or applicable local ordinances. Nothing in this Subsection shall prohibit or otherwise limit an Owner's rights, subject to the other provisions of this Declaration, the Golf Course Covenants, or other applicable easement agreements, to construct, install, operate, inspect, maintain, repair or replace any Improvements located on such Owner's Lot. To the extent there are Improvements constructed by an Owner in compliance with this Declaration and local ordinances within the easement area, this easement shall not be applicable to the area upon which such Improvements are located for so long as such Improvements exist. The owner of the Golf Course shall promptly repair or restore any damage to any portion of the Community caused in connection with its easement rights granted pursuant to this Subsection.

(j) The Community is hereby subject to an easement in favor of the Golf Course for overspray up to fifteen (15) feet from the boundary of the Golf Course and a reasonable volume of runoff of water from any irrigation system serving the Golf Course as well as for overspray up to fifteen (15) from the boundary of the Golf Course and a reasonable volume of runoff of fertilizers, chemical turf treatments and pesticides used within the Golf Course so long as such overspray and/or runoff of fertilizers, chemical turf treatments and pesticides, do not unreasonably and adversely impact the adjacent property, and is further subject to an easement for noise generated from Golf Course maintenance equipment. The owner or operator of the Golf Course may use fertilizers, chemical turf treatments and pesticides on the Golf Course subject only to reasonable limitations imposed by applicable law and the terms of any government approvals applicable to the Golf Course, if any.

(k) No Owner shall use any lakes or ponds located within the Golf Course for any purpose, including, without limitation, for swimming, boating, fishing or ice-skating, without the express permission of the owner of the Golf Course.

(l) The owner or operator of the Golf Course may take such measures as it, in its sole discretion, deems to be desirable to control wildlife on or entering upon the Gold Course, subject only to the limitations imposed by applicable law.

(m) Pets shall be kept off of the Golf Course and Golf Course cart paths at all times.

(n) No signs shall be allowed within an Owner's Lot that are visible from the Golf Course other than emergency or warning signs approved by the Declarant, the Community Association or marketing signs installed or allowed by the Declarant or patriotic displays the regulation of which shall be in the sole discretion of the Declarant or the Community Association, or as otherwise permitted by applicable law.

(o) No activity shall be permitted within any Lot or other portion of the Community contiguous or in proximity to the Golf Course that unreasonably disturbs play or the enjoyment of the Golf Course, including, without limitation, undue noise, unsightly trash and debris or any other noxious or offensive activity. However, typical noises and activities associated with normal construction activities, residential uses or commercial uses within the Community shall be permitted.

(p) The Declarant shall have the power, without the consent or joinder of any Owner, Mortgagee or any other party, to grant such additional easements and restrictions as it deems appropriate across any portion of the Community for the benefit of the Golf Course, provided that any such additional easements are consistent with this Declaration and the Golf Course Covenants and do not materially and adversely affect the use and enjoyment of the portion of the Community subject to such additional easement or easements. The Declarant may also grant easements for utilities to benefit the Golf Course across any portion of the Community.

(q) The Declarant shall have the power, without the consent or joinder of any Owner, Mortgagee or any other party, to grant additional easements and restrictions as it deems appropriate across any portion of the Community for the benefit of the Golf Course to accommodate temporary and limited requirements for ingress, egress, parking and other needs during regional or national tournament events that are held at the Golf Course; provided however, that such power shall not affect any Lots which are occupied.

(r) The owner of the Golf Course shall have the right to enforce, by any proceeding at law and/or in equity, all easements, restrictions and other provisions of this Section 19.23. that are for the benefit of the Golf Course and the owner of the Golf Course. Failure by the owner of the Golf Course to enforce any such provision of this Section 19.23. shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall also have the right, but not the obligation, to enforce the provisions of this Section 19.23. that benefit the Golf Course and the owner of the Golf Course.

(s) All provisions of this Section 19.23. that benefit the Golf Course shall inure to the benefit of the owner of the Golf Course and its successors and assigns.

(t) No provision of this Declaration which benefits the Golf Course or the owner(s) of the Golf Course or its members, employees and/or guests shall be amended without the prior written approval of the owner(s) of the Golf Course.

ARTICLE XX
SPECIAL PROVISIONS RELATING TO VETERANS ADMINISTRATION

20.1. Notwithstanding any provisions herein, the Bylaws or in the Articles of Incorporation, in the event VA has guaranteed any loan secured by any Lot, from time to time, the following provisions shall control:

20.1.1. Material Amendments and Extraordinary Actions. Notwithstanding any provisions to the contrary in Section 18.1.(a) above, any Material Amendments (as hereinafter defined) and Extraordinary Actions (as defined below), regardless of whether such action is taken prior to the termination of the Development Period, shall be approved by Members entitled to cast at least sixty-seven percent (67%) of the votes allocated to Members, which Members' respective Delegates are present in person or by proxy, and voting at any meeting of the Community Association held in accordance with Section 12.1. of the Bylaws (such vote shall include a majority of the votes allocated to all Members whose Delegates are present, in person or by proxy, and voting at any meeting of the Community Association other than the Declarant, or sixty-seven percent (67%) of the total authorized votes of all Members, such vote including the vote of a majority of the votes allocated to Members other than Declarant).

20.1.2. For purposes of this Section 20.1., "Material Amendments" include adding, deleting or modifying any provision of this Declaration regarding the following:

- (a) Assessment basis or assessment liens;

- (b) Any method of imposing or determining any charges to be levied against individual Owners;
- (c) Reserves for maintenance, repair or replacement of Community Common Area improvements;
- (d) Maintenance obligations;
- (e) Allocation of rights to use Community Common Area;
- (f) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Lots;
- (g) Reduction of insurance requirements;
- (h) Restoration or repair of Community Common Area improvements;
- (i) The addition, Annexation or withdrawal of land to or from the project;
- (j) Voting rights;
- (k) Restrictions affecting leasing or sale of a Lot; or
- (l) Any provision which is for the express benefit of Mortgagees.

20.1.3. For purposes of this Section 20.1., "Extraordinary Actions" include the following:

- (a) Merging or consolidating the Community Association (other than with another non-profit entity formed for purposes similar to the Community Association);
- (b) Determining not to require professional management if professional management has been required by the Master Management Documents, a majority of Eligible Holders or a majority vote of the Members;
- (c) Expanding the Community Association to include land not previously described as additional land in the Declaration which increases the overall land area of the project or number of Lots by more than ten percent (10%);
- (d) Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of Community Common Area (except for (A) granting easements which are not inconsistent with or which do not interfere with the intended Community Common Area use; (B) dedicating Community Common Area as required by a public authority; (C) limited boundary-line adjustments made in accordance with the provisions of the Declaration; or (D) transferring Community Common Area pursuant to a

merger or consolidation with a non-profit entity formed for purposes similar to the Community Association);

(e) Using insurance proceeds for purposes other than construction or repair of the insured improvements; or

(f) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget.

20.1.4. Meetings of the Community Association for Material Amendments or Extraordinary Actions. The following provisions pertain to meetings for the purpose of approving any Material Amendment or Extraordinary Action:

(a) Notice must be provided to all Members at least twenty-five (25) days prior to the date of such meeting;

(b) The notice must state the purpose of the meeting and contain a summary of any Material Amendment or Extraordinary Action proposed; and

(c) The notice must contain a copy of the proxy that can be cast in lieu of attendance at the meeting.

20.1.5. Material Amendments Affecting the Rights of a Specified Class of Member. Any Material Amendment affecting the rights of Class A Members or Class B Members, as applicable, must also be approved by at least fifty-one percent (51%) of the total votes of the affected Class A Members or Class B Members, as applicable, who are present, in person or by proxy, and voting at any meeting of the Community Association, or at least fifty-one percent (51%) of the total authorized votes of all Class A Members or Class B Members, as applicable.

20.1.6. Termination, Dissolution, Conveyance of Common Areas. The following actions must be approved by Members entitled to cast at least sixty-seven percent (67%) of the total authorized votes of all Members of the Community Association (including at least a majority of the total authorized votes entitled to be cast by Members other than the Declarant):

(a) Termination of the Declaration;

(b) Dissolution of the Community Association except pursuant to a consolidation or merger; and

(c) Conveyance of all Community Common Area.

20.1.7. Period of Declarant Control. Prior to the time the Declarant transitions control of the Community Board to the Members (referred to as the "Declarant

Control Period” for purposes of this Article XX), a copy of all amendments shall be provided to VA and all Material Amendments and Extraordinary Actions must be approved by VA.

20.1.8. Amendments to Declaration. Any amendment to this Declaration, other than Material Amendments and Extraordinary Actions, shall be approved by a majority of the total number of votes entitled to be cast by Members present, in person or by proxy, and voting at any meeting of the Community Association at which a quorum is present, or in writing by Members entitled to cast a majority of the total authorized votes of all Members of the Community Association.

20.1.9. Declarant to Fund Deficits. Notwithstanding any other provision herein, Declarant shall fund all operating budget deficits incurred during the Declarant Control Period, including reserves based upon the expected life of items for which reserved, but not including shortfalls caused by nonpayment of Assessments by other Members or extraordinary expenditures (e.g., expenses caused by natural catastrophes or environmental hazards).

20.1.10. Increases of Assessments. The maximum annual Regular Assessment may increase automatically by the greater of ten percent (10%) or based upon the Consumer Price Index (i.e. U.S. Department of Urban Price Index – All Urban Consumers (1982-84=100)). The maximum annual Regular Assessment may also be increased by a majority vote of the Owners obligated to pay such Regular Assessment or with the written approval of Owners entitled to cast a majority of the total number of authorized votes of Owners obligated to pay such Regular Assessment (in both cases excluding the Declarant during the Declarant Control Period). Increases in certain fixed costs, including without limitation, insurance, taxes recycling and/or waste disposal, may be passed on to the Owners through the automatic increase of the maximum annual Regular Assessment.

20.1.11. Rights of Eligible Holders.

(a) Notwithstanding Article XVII of this Declaration, Eligible Holders shall have the following rights:

(i) the right to inspect Community Association documents and records on the same terms as Owners;

(ii) notice of all Material Amendments to the Master Management Documents;

(iii) notice of any Extraordinary Action;

(iv) notice of any property loss, condemnation or eminent domain proceeding affecting the Community Common Area resulting in losses greater than ten percent (10%) of the annual budget or any Lot insured by the Community Association in which the Eligible Holder has an interest;

(v) notice of any termination, lapse or material modification of an insurance policy held by the Community Association;

(vi) notice of any default by an Owner of a Lot subject to a Mortgage held by an Eligible Holder in paying assessments or charges to the Community Association which remains uncured for sixty (60) consecutive days;

(vii) notice of any proposal to terminate this Declaration or dissolve the Community Association at least thirty (30) days before any such action is taken;

(viii) right of a majority of the Eligible Holders to demand professional management; and

(ix) right of a majority of the Eligible Holders to demand an audit of the Community Association's financial records.

20.1.12. Annexation Without Approval. Notwithstanding the provisions of Section 16.2. above, all or any part of the Annexable Property may be annexed to and become subject to the Declaration and subject to the jurisdiction of the Community Association by Declarant without the approval, assent or vote of the Community Association or its Members or Owners for a period of seven (7) years from the date of recordation of this Declaration or five (5) years from the date of recordation of the latest annexation document, whichever is later.

20.1.13. If there are no Lots affected by VA guaranteed Mortgages, then the provisions of this Article XX shall be inapplicable, until such time, if any, that one (1) or more Lots are affected by a VA guaranteed Mortgage at a later time.

20.1.14. To the extent any provisions of this Article XX conflict with any applicable law, then such law shall control and govern over such conflict.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the hand and seal of the Declarant hereto on the day hereinabove first written as evidence that this Declaration is executed under seal.

WITNESS/ATTEST:

DECLARANT:
MANGIONE ENTERPRISES OF TURF VALLEY
LIMITED PARTNERSHIP
By: Turf Valley, Inc., General Partner

Angela R. Hudson

By: [Signature] (SEAL)
Name: Louis Mangione
Title: Vice President

STATE OF Maryland, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 16th day of April, 2013, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Louis Mangione, the Vice President of Turf Valley, Inc., General Partner of MANGIONE ENTERPRISES OF TURF VALLEY LIMITED PARTNERSHIP, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Angela R. Hudson
Notary Public

My Commission Expires: 3/16/16

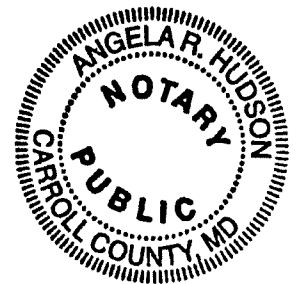


EXHIBIT "A"

INITIAL INCREMENT OF REAL PROPERTY SUBJECT TO THIS DECLARATION

ALL THAT LAND located in the Third (3rd) Election District of Howard County, Maryland, which is described as follows:

“OPEN SPACE LOT 69” as shown on the plat entitled, “VILLAGES AT TURF VALLEY PHASE 1 SECTION 1 OPEN SPACE LOTS 68 THRU 69” dated May, 2012, and recorded among the Land Records of Howard County, Maryland as Plat Nos. 22187 thru 22190; and

“LOT 1” through and including “LOT 62”, “OPEN SPACE LOT 63”, “OPEN SPACE LOT 64”, “OPEN SPACE LOT 65” and “OPEN SPACE LOT 66” as shown on the plat entitled, “VILLAGES AT TURF VALLEY PHASE 1, SECTION 2 LOTS 1 THRU 62; OPEN SPACE LOTS 63 THRU 66 GOLF SPACE LOT 67 NON-BUILDABLE BULK PARCELS AA & BB” recorded among the Land Records of Howard County, Maryland as Plat Nos. 22289 et seq.

EXHIBIT "B"

TO

DECLARATION

TURF VALLEY MASTER COMMUNITY ASSOCIATION INC.

PROPERTY WHICH MAY BE ANNEXED

1. The land shown on the Final Development Plans, saving and excepting that land described on Exhibit "A".

2. The land located in the northwest corner of Turf Valley, zoned POR, owned by Mangione Enterprises of Turf Valley Limited Partnership, and more particularly identified in deed dated September 10, 1999, and recorded in the Land Records of Howard County, Maryland in Liber No. 4997, folio 619, containing 26.1661 A+-.

3. The land located along Marriottsville Road near the southwest corner of Turf Valley and containing approximately 1.004A+- as more fully and particularly described in deed dated June 4, 1993, and recorded among Land Records of Howard County, Maryland in Liber No. 2918, folio 716.

4. All that land shown on the Plat entitled, "TOWN SQUARE AT TURF VALLEY LAND CONDOMINIUM", dated March, 2013, and recorded in the Land Records of Howard County, Maryland as Plat WAR 22323.

5. "PARCEL R", "PARCEL S", "PARCEL T", "PARCEL U", "PARCEL V" and "PARCEL W" as shown on the plat entitled, "Plat of Revision Oakmont at Turf Valley, Turf Valley, PGCC District, Multi-Use Subdistrict, Pods I, P/O K, L & S, Parcels Q thru Y" dated September, 2008, and recorded among the Land Records of Howard County, Maryland as Plat Nos. 20279 thru 20282.

Notwithstanding the above, no portion of the land comprising the Golf Course which may be included in the above described property shall be annexed at any time.

EXHIBIT "C"

TO

DECLARATION

TURF VALLEY MASTER COMMUNITY ASSOCIATION INC.

AREAS TO BE MAINTAINED BY THE COMMUNITY ASSOCIATION

A. Stormwater Management Facilities

1. Stormceptors SC-1, SC-2 and End Sections ES-1, ES-2, and associated piping and riprap as shown on Turf Valley Professional Buildings plans F-02-74. These facilities are located south of Resort Road near Marriottsville Road.

2. Any stormwater management facility installed to manage run-off from Town Square Parkway from the southern end of Town Square (which area is identified on SDP-10-027) across Little Patuxent River to Pod J (which is shown on the attached sheet 2 of 3 Final Development Plan Turf Valley PGCC District, Multi-Use Subdistrict Third Amendment dated March, 2010, recorded among the Land Records of Howard County, Maryland as Plat No. 21030).

3. Any stormwater management facility installed to manage run-off from the public sidewalk on Turf Valley Road, saving and excepting therefrom, the underground stormwater recharge trenches located on Open Space Lot 68.

4. Any stormwater management facility installed to manage run-off from the walking trails (wherever located) which are maintained by the Community Association, saving and excepting therefrom, the underground stormwater recharge trenches located on Open Space Lot 68.

5. Any stormwater management facility installed to manage run-off from a public street which the Community Association may be required to maintain pursuant to any separate agreement, saving and excepting therefrom, the underground stormwater recharge trenches located on Open Space Lot 68.

6. Any other stormwater management facilities designated in any Supplementary Declaration.

B. Walking Trails and Biking Routes (see attached drawing):

1. North and south of Resort Road (a public road), extending from Marriottsville Road to the east end of Turf Valley, approximate length 12,500 LF.

Approximately 4,000 LF will be a 6-8 foot wide slightly serpentine blacktop path. Since the standard Howard County specification for public sidewalks is concrete, this macadam walkway will be maintained by the Community Association.

2. Multi-use district circuit – approximately 6,000 LF of 6 foot wide blacktop trail through (1) open space wetland area (which may be conveyed to the Community Association in the future); (2) through and along the edge of a future office building lot; (3) through and along the edge of the property comprising the general common element of Town Square at Turf Valley Land Condominium (containing stormwater management facilities); (4) through and along the stream on the edge of a future residential development; (5) along the west side of Lago Road (a public street); (6) through and along the edge of a future neighborhood; (7) across a wetland area in an open space area (intended to be conveyed to the Community Association as part of the Community Common Area); (8) through the nursing home property owned by Music Fair Road Limited Partnership. Along this route will be two wooden bridges.

3. 200 foot long black top pathway from the southern end of Vardon Lane (the public spine road located within the property intended to be subject to the Neighborhood Declaration for Fairways at Turf Valley Neighborhood) to David Force Park.

4. 200 foot long black top pathway from Puccini Lane, (the public spine road of the future Neighborhood on Pod E1) to David Force Park.

5. A gravel or wood chipped pathway from the eastern end of Resort Road through the open space lot associated with the Bluff's Condominium community to David Force Park, approximate length 100 feet – 300 feet. The open space lot may be conveyed to the Community Association as part of the Community Common Area in the future.

6. Possible area to be maintained in the future – 1,700 LF blacktop walkway from Resort Road starting near Turf Valley Road intersection; west and parallel to Turf Valley Road; through the wooded area to be owned by either Turf Valley Property Owner Association, Inc., or the Community Association, which will be determined based on the development plans for Turf Valley.

C. Other Areas of Maintenance:

1. Grass Cutting (principal roads):

- a. Both sides of Resort Road; less Town Square frontage (as identified on SDP-10-027); less Pod A (Vistas) frontage, less Pod D (Legends) frontage and less any portion of Resort Road adjacent to a Neighborhood and for which a Neighborhood Association is obligated to maintain. Pod A and Pod D are identified on the attached sheet 2 of 2 of the Final Development Plan Turf Valley PGCC District, Residential Subdistrict 2nd Amendment dated September 26, 2008, recorded among the Land Records of Howard County, Maryland as Plat No. 20287.
- b. Both sides of Town Square Parkway, to Pod J from the southern end of Town Square (which area is identified on SDP-10-027) to the Little Patuxent River crossing (approximately 1,000 feet).

- c. Both sides of Mt. Villa Parkway to Golf Club Road (approximately 600 feet).
- d. Resort Road median.
- e. Walking Paths (approximately 10,000 feet).
- f. Entry Monument and gathering areas on Resort Road.

2. Sidewalk Repair:

- a. Repair of all sidewalks on Resort Road excluding any portion of the sidewalk fronting Town Square (which area is identified on SDP-10-027), Pod A (Vistas) and/or Pod D (Legends), which repair is the responsibility of the respective Adjacent Associations.
- b. Mt. Villa Parkway to Golf Club Road.
- c. Both sides of Town Square Parkway, to Pod J from the southern end of Town Square (which area is identified on SDP-10-027) to the Little Patuxent River crossing (approximately 1,000 feet).

3. Snow Removal:

- a. Pod I will be responsible for its sidewalks fronting Resort Road (north side).
- b. Town Square at Turf Valley Land Condominium Association shall be responsible for its sidewalk fronting Resort Road (south side) and Town Square Parkway (west side).
- c. All other communities shall be responsible for removal of snow from Resort Road sidewalks fronting their communities.
- d. Sidewalks on Resort Road and Town Square Parkway which do not directly front a Neighborhood or Town Square (which area is identified on SDP-10-027), will have snow removal performed by the Community Association.
- e. The sidewalk on the west side of Mt. Villa Parkway from Resort Road to Golf Club Road will have its snow removed by the Community Association.
- f. The Community Association will remove snow at the Entry Monument and Gathering Areas on Resort Road.

4. Landscaping:

- a. Community Association shall be responsible for maintenance and replacement at the Marriottsville Road entry monument; gazebo and observation area and Little Patuxent Bridge.
- b. The Community Association shall be responsible for maintenance and replacement of the entrance monument at Turf Valley Road north of Golf Club Road.
- c. The Community Association shall be responsible for maintenance and replacement of gathering areas located at:
 - i. intersection of Resort Road and Town Square Parkway.
 - ii. Intersection of Sportsman Lane and Resort Road.
 - iii. intersection of Turf Valley Road and Resort Road.
 - iv. Any other place established for the benefit of the Community Association.
- d. Maintenance of trees on Resort Road, Mt. Villa Parkway to Golf Club Road and Town Square Parkway.
 - i. Both sides of Resort Road less Town Square (which area is identified on SDP-10-027) frontage; less Pod A (Vistas) frontage and less Pod D (Legends) frontage.
 - ii. Both sides of Town Square Parkway from the southern end of Town Square (which area is identified on SDP-10-027) to the Little Patuxent River crossing (approximately 1,000 feet).
 - iii. Both sides of Mt. Villa Parkway to Golf Club Road (approximately 600 feet).
 - iv. Resort Road median.
 - v. Walking Paths (approximately 10,000 feet).
 - vi. As residential communities are developed the developer will be responsible for road frontage tree maintenance until dedicated to Howard County.

- vii. Town Square At Turf Valley Land Condominium will be responsible for its Resort Road frontage and Town Square Parkway frontage.
 - viii. Pod A (Vistas) will be responsible for its Resort Road frontage and its SWM facility frontage along Resort Road.
 - ix. Pod D (Legends) will be responsible for its Resort Road frontage.
 - e. Notes:
 - i. Maintenance to include annual mulching and pruning.
 - ii. Maintenance includes energy costs and light bulb replacement.
5. Cleaning and Trash Removal:
- a. Both sides of Resort Road less Town Square (which area is identified on SDP-10-027) frontage; less Pod A (Vistas) frontage and less Pod D (Legends) frontage.
 - b. Both sides of Town Square Parkway from the southern end of Town Square (which area is identified on SDP-10-027) to the Little Patuxent River crossing (approximately 1,000 feet).
 - c. Both sides of Mt. Villa Parkway to Golf Club Road (approximately 600 feet).
 - d. Resort Road median.
 - e. Walking Paths (approximately 10,000 feet).
 - f. The Community Association will maintain and clean the Noise Sound Wall on both sides of Resort Road. All other sound walls will be cleaned and maintained by the communities which they serve.

6. Entrance Monuments; Gazebo; Gathering Areas: The Community Association is responsible for the maintenance, repair, cleaning and lighting for any Entrance Monument, gazebo and gathering area serving Turf Valley.

Attachments:

- C-1. Final Development Plan, Sheet 2 of 3 (Plat No. 21030).
- C-2. Final Development Plan, Sheet 2 of 2 (Plat No. 20287).
- C-3. Walking Trails and Biking Routes

Exhibit "C-1"

PREPARED IN ACCORDANCE WITH THE ZONING REGULATIONS OF HOWARD COUNTY, MARYLAND ADOPTED JUNE 28, 2006.
 DATE: 3/19/10
 R. JACOB HENRY, PE
 MARYLAND REG. NO. 17343



PLANNING BOARD
 FPP MAP AND CRITERIA

HOWARD COUNTY PLANNING BOARD
 DATE: 3/18/10
 H.C.P.E. SECRETARY: [Signature]
 H.C.P.E. CHAIRMAN: [Signature]

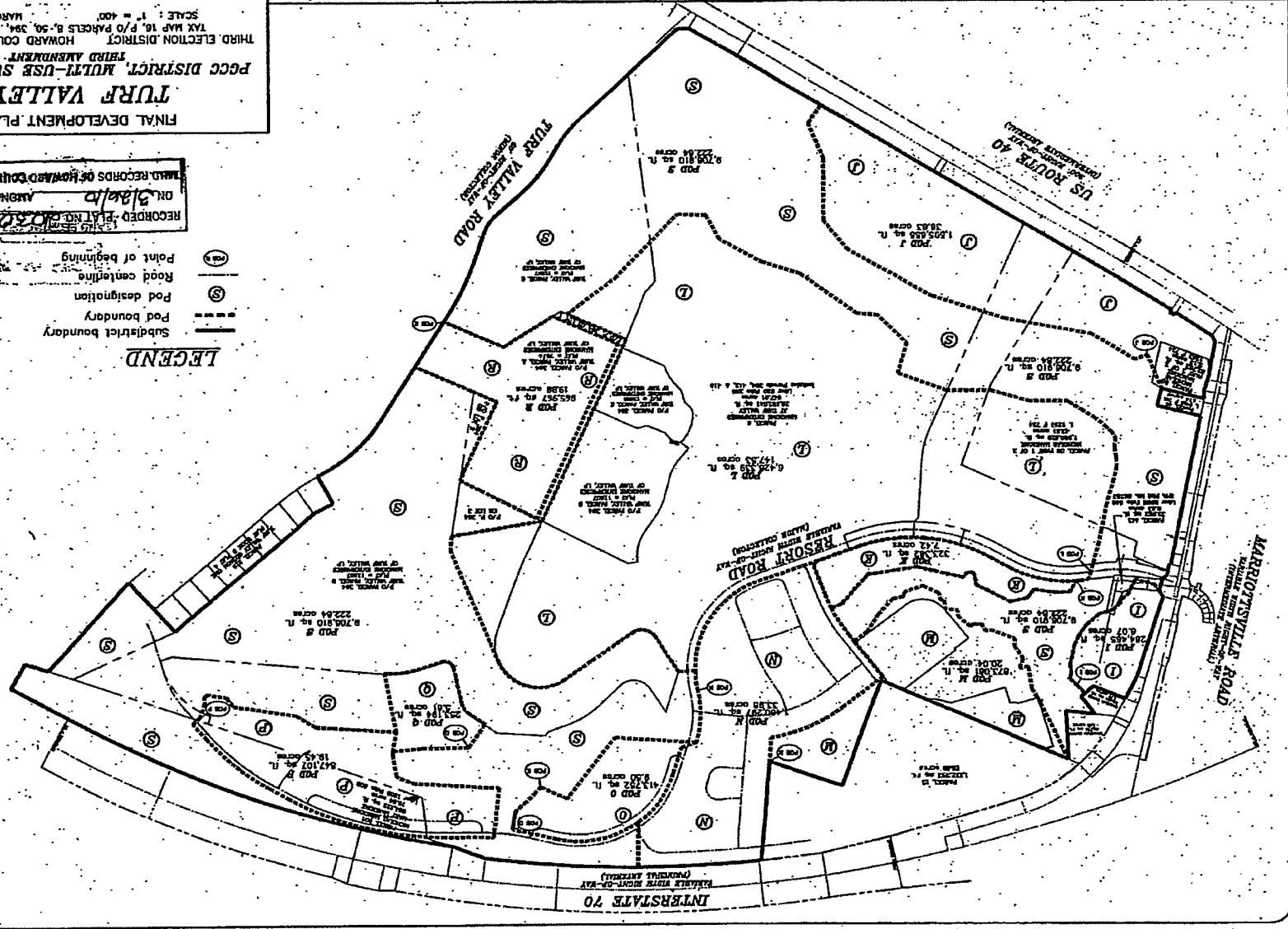
DATE	DESCRIPTION	RECORDED
3/18/10	AMENDMENT	
	DATE	
	DESCRIPTION	

EXHIBITERS/SUBMITTERS: KATHY AND ED COOPER/COOK, SKETCH PLAN NUMBERING, ORDER & ASSOC. INC.
 8800 DEERPATH ROAD, SUITE 150
 ELKSPRING, MD 21075
 (410) 877-0290
 F.P. CASE NO. 07-13
 S-88-13

FINAL DEVELOPMENT PLAN
TURF VALLEY
 PCC DISTRICT, MULTI-USE SUBDISTRICT
 THIRD ELECTION DISTRICT
 HOWARD COUNTY, MARYLAND
 TAX MAP 10, P/O PARCELS B, 50, 394, 101, & 445
 SCALE: 1" = 400'
 MARCH 2010

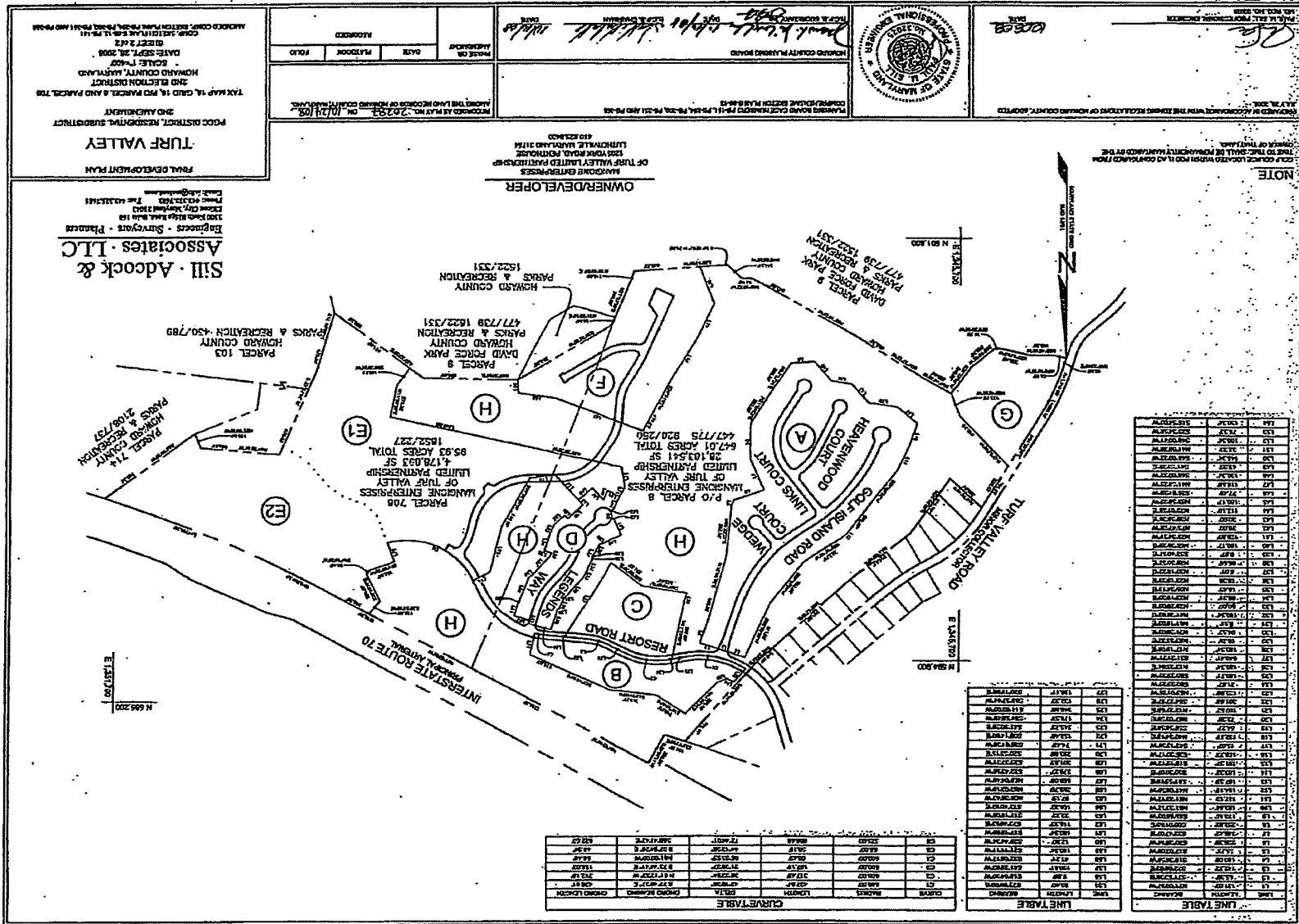
RECORDED PLAT NO. 20030
 ON 3/18/10
 RECORDS OF HOWARD COUNTY, MD

- LEGEND**
- Subdistrict boundary
 - - - - Pod boundary
 - Pod designation
 - Road centerline
 - Point of beginning



Scanned in TIF File Path
 307 fol 307 (North Arrow not shown) 2.13 feet final 3-31-10
 R.P. - PCC DISTRICT - USE - TURF VALLEY

LIBER 14848 FILED 308 Exhibit "C-2"



TURF VALLEY
 FINAL DEVELOPMENT PLAN
 POND DISTRICT, RESUBDIVISION, SUBDISTRICT
 AND AMENDMENT
 PARCELS 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

DATE	REVISION	DESCRIPTION

OWNER/DEVELOPER
 SIII Adcock & Associates, LLC
 1500 KINGS HIGHWAY EAST, SUITE 100
 HOUSTON, TEXAS 77054
 PHONE: 281.555.1234
 FAX: 281.555.5678
 EMAIL: info@adcock.com



NOTE
 THIS PLAN IS A DEVELOPMENT PLAN FOR THE PURPOSES OF THE POND DISTRICT, RESUBDIVISION, SUBDISTRICT AND AMENDMENT OF TURF VALLEY GOLF COURSE. IT IS TO BE CONSIDERED AS A DEVELOPMENT PLAN AND NOT A FINAL PLAN. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AGENCIES.

CURVE TABLE

LINE NO.	STATION	LENGTH	ANGLE	PI	PC	PT	END STATION
1	0+00	12.00	90	12.00	0+00	12.00	12+00
2	12+00	18.00	45	12.00	12.00	30.00	30+00
3	30+00	12.00	90	30.00	30+00	42.00	42+00
4	42+00	18.00	45	30.00	42.00	60.00	60+00
5	60+00	12.00	90	60.00	60+00	72.00	72+00

LINE TABLE


LINE NO.	STATION	LENGTH	BEARING
1	0+00	12.00	N 90° 00' 00" W
2	12+00	18.00	S 45° 00' 00" W
3	30+00	12.00	N 90° 00' 00" W
4	42+00	18.00	S 45° 00' 00" W
5	60+00	12.00	N 90° 00' 00" W

LINE TABLE

LINE NO.	STATION	LENGTH	BEARING
1	0+00	12.00	N 90° 00' 00" W
2	12+00	18.00	S 45° 00' 00" W
3	30+00	12.00	N 90° 00' 00" W
4	42+00	18.00	S 45° 00' 00" W
5	60+00	12.00	N 90° 00' 00" W
6	72+00	18.00	S 45° 00' 00" W
7	90+00	12.00	N 90° 00' 00" W
8	102+00	18.00	S 45° 00' 00" W
9	120+00	12.00	N 90° 00' 00" W
10	132+00	18.00	S 45° 00' 00" W
11	150+00	12.00	N 90° 00' 00" W
12	162+00	18.00	S 45° 00' 00" W
13	180+00	12.00	N 90° 00' 00" W
14	192+00	18.00	S 45° 00' 00" W
15	210+00	12.00	N 90° 00' 00" W
16	222+00	18.00	S 45° 00' 00" W
17	240+00	12.00	N 90° 00' 00" W
18	252+00	18.00	S 45° 00' 00" W
19	270+00	12.00	N 90° 00' 00" W
20	282+00	18.00	S 45° 00' 00" W

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.



Rachel M. Hess

AFTER RECORDATION, PLEASE RETURN TO:

RACHEL M. HESS
400 REDLAND COURT
SUITE #212
OWINGS MILLS, MARYLAND 21117

TMP FD SURE \$	40.00
RECORDING FEE	75.00
TOTAL	115.00
Res# CN06	Rec# 87192
WAR CGH	Bk # 1514
Apr 17, 2013	01:43 PM