

District # 95

RECORDING OF COVENANTS IMPOSED BY CONVEYANCE OF DEVELOPMENT RIGHTS

(To be recorded immediately prior to the instrument of Original Transfer)

Property Owner: RICHARD P. KOCH and JOANNA E. KOCH
Address: 13105 Riverside Road, Nanjemoy, Maryland 20662
Election District of Charles County: Third (3rd) ELECTION DISTRICT
Community: Riverside
Adjoining Roads: Riverside Road
Official County Agriculture Land Preservation Map No.: 95
Property Deed Reference: Liber 3239, folio 451
Recorded as "Agriculture Preservation District" at: Liber 2092, folio 408
Number of Acres: 223.855
Number of Acres Certified for TDR's: 211.855

LRIP SURETY 20.00
 RECORDING FEE 20.00
 TOTAL 40.00
 Rec'd CHS Rec'd # 205528
 SLH LAC 61K # 27
 Jun 30, 2006 03:13 PM
 LRIP SURETY 0.00
 RECORDING FEE 0.00
 RECORDING FEE 0.00
 TOTAL 0.00

DESCRIPTION OF PROPERTY TO WHICH THESE COVENANTS RUN

See Exhibit "A" attached hereto and made a part hereof, describing Agriculture District #95 containing 223.855 acres, more or less, as described in the Maryland Agriculture Land Preservation Foundation District Agreement, recorded among the Land Records of Charles County, Maryland in Liber 3239, folio 451, and further described and shown as MALPF District #1 (209.257 acres) and MALPF District #2 (14.598 acres) per plat recorded among the Charles County Land Records at Liber 55, folio 50.

WHEREAS development rights for said property have been certified by the County Commissioners for Charles County, Maryland pursuant to a Certificate of Development Rights recorded among the Land Records of Charles County, Maryland in Liber 5830, folio 610 ; and

WHEREAS the undersigned owner of said property is conveying to Century Homes, Nevada General Partnership Eighteen (18) transferable Development Rights numbered DR-95-744 through DR-95-761.

LRIP SURETY 20.00
 RECORDING FEE 20.00
 TOTAL 40.00
 Rec'd CHS Rec'd # 205528
 SLH LAC 61K # 27
 Jun 01, 2006 11:00 AM

NOW THEREFORE, the undersigned owner does adopt and hereby subject said property to the following covenants under provisions of Article XVII of the Zoning Ordinance of Charles County, Maryland, to be binding upon the undersigned, her heirs and assigns, and further that these covenants shall attach to, bind and run with the land.

1. No industrial or commercial activities may be conducted on the Property, except that the sale of farm products may be permissible when these farm products are produced on the farm where the sales are made and such sales operation, are accessory and secondary to that of normal agriculture activities.

2. No building or structure may be built or maintained on the property other than (i) farm buildings or structures, (ii) a single-family dwelling (existing or replacement) (iii) outbuildings commonly or appropriately incidental thereto, including a garage and farm laborer's (tenant) quarters (existing or replacement) and potential dwelling for children of

property owner as anticipated by Agricultural Land Preservation Foundation District Agreement and the said Certificate of Development Rights

3. The portions of the Property subject to this conveyance of Development Rights may be subdivided for agriculture purposes only per the County Zoning Ordinance Article XVII, Section 281 and Section 282.

4. No billboards or outdoor advertising may be displayed on the Property.

5. No dumping of ashes, sawdust, bark, trash, rubbish or any other unsightly material, except that which originates on-site and is for the regular agriculture use, may be permitted on the property.

6. The County Commissioners of Charles County, Maryland or its representatives may, after appropriate notice to the landowner or his designated representative, enter the Property from time to time for the sole purpose of inspection and enforcement of the terms of these covenants.

Although these covenants in gross will benefit the public in the preservation of prime agriculture and forestry land, nothing herein may be construed to convey a right to the public of access or use of the Property except as provided herein.

WITNESS:

[Signature]

Richard P. Koch

Richard P. Koch

[Signature]

Joanna E. Koch

Joanna E. Koch

STATE OF MARYLAND, COUNTY OF CHARLES TO WIT:

I HEREBY CERTIFY, that on this 24th day of May, 2006, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard P. Koch and Joanna E. Koch and duly acknowledged the foregoing instrument as their act.

AS WITNESS my hand and Notarial Seal.

[Signature]

Notary Public

My Comm. Expires: 03/01/07

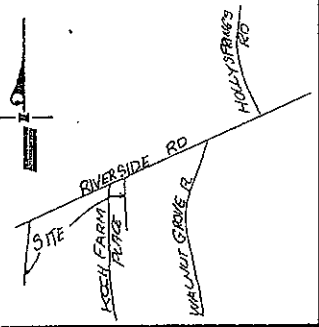
APPROVED FOR RECORDING

Acting [Signature] 5/24/06
Zoning Officer Date

0025898PG0267

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, JUDGMENT, AND BELIEF, THAT IT IS A COMPOSITE OF A PREVIOUS BOUNDARY SURVEY BY HERBERT R. CROWDER, INC. AND DATA PREPARED BY OTHERS, AND MAY NOT REPRESENT A CURRENT FIELD SURVEY. THIS PLAT IS SUBJECT TO A TITLE REPORT, WHICH MAY REFLECT OUTSALES, COVENANTS, EASEMENTS, RIGHTS OF WAY AND/OR ROADS OF RECORD OR THROUGH USE, AGREEMENTS, INDENTURES, RESTRICTIONS, AND OTHER MATTERS INTERESTED PARTIES ARE ADVISED TO OBTAIN A TITLE REPORT.

DATE: 3-5-04 *Herb R Crowder*
 HERBERT R. CROWDER, INC.
 PROFESSIONAL SURVEYORS AND ENGINEERS



VICINITY MAP SCALE 1"=2000'

Magnetic Datum per L 2092 F 408
 Daniel McPherson L 3190 F 34

Daniel McPherson L 3190 F 34

Daniel McPherson L 3190 F 34

Blake E Assoc., Inc L 2924 F 487

Tony Callaway L 2885 F 28

Norman Jones L 879 F 22

Richard Costadi L 337 F 162

Dennis Woodruff L 2972 F 57

N/F Corne Johnson

MALPF DISTRICT #2
 14.598 Acres

MALPF District #1
 209.257 Acres

NOTES:

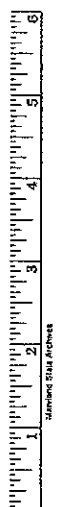
1. UNDERGROUND IMPROVEMENTS, IF ANY, HAVE NOT BEEN LOCATED
2. THIS PLAT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES
3. PROPERTY CORNERS HAVE BEEN PLACED AS SHOWN
4. THIS PLAT IS VOID IF SURVEYORS ORIGINAL SIGNATURE AND SEAL ARE NOT PRESENT
5. THIS PLAT IS INTENDED TO ESTABLISH THE BOUNDARY OF THE PROPERTY SUBJECT TO THE MARYLAND AGRICULTURAL LAND PRESERVATION DISTRICT AGREEMENT, RECORDED AT LIBER 3239 FOLIO 451.
6. THE PURPOSE THIS PLAT IS TO REPLACE THE PREVIOUS PLAT RECORDED IN PLAT BOOK 54 PAGE 561 AND TO CORRECT THE AREA OF PARCEL 2

Area Tabulation

Parcel 1 -	9.746 Ac.
Parcel 2 -	230.881 Ac
Parcel 3 -	0.333 Ac
Total Area -	240.960 Ac
District #1 -	209.257 Ac
District #2 -	14.598 Ac
Area Remaining -	17.106 Ac

Legend
 --- Property Line
 --- Approx. Critical Area
 --- MALPF District

Plat of Correction
 MALPF District
 PROPERTY OF
Richard Koch
 3rd Election District
 Charles County, MD.
 Feb., 2004 Scale: 1"=300'
 TM 77-18-10
 L. 2092 F 408
HERBERT R. CROWDER, INC.
 Surveyors, Engineers, Planners
 Two Oak Avenue
 LaPlata, Maryland 20646
 870-2271 932-0060



009320

MSA 55u 1242 4772

3/10/04

XNLO4-0014

55/50

TRANSFERABLE DEVELOPMENT RIGHTS
DEED OF TRANSFER
Original Transfer

21st day of MAY, 2006, by and between RICHARD P. KOCH and JOANNA E. KOCH, his wife, 13105 Riverside Road, Nanjemoy, Maryland 20662, hereinafter referred to as "GRANTORS", and CENTEX HOMES, a Nevada General Partnership, 15890 Gaither Drive, Gaithersburg, Maryland 20877, hereinafter referred to as "GRANTEE".

WHEREAS, Article XVII of the Charles County Zoning Ordinance authorizes the Transfer of Development Rights in County Agriculture Preservation Districts under certain circumstances, and sets forth a procedure for the creation, transfer and use of Transferable Development Rights; and

WHEREAS, Grantor is the owner of Seventy (70) Transferable Development Rights numbered DR-95-744 through DR-95-813, being all of the same Transferable Development Rights certified between Grantors and the County Commissioners for Charles County, Maryland pursuant to a Certificate of Development Rights duly recorded among the Land Records of Charles County, Maryland in Liber 5830, folio 610.

NOW THEREFORE, in consideration of Three Hundred Sixty Thousand Dollars (\$360,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does grant and convey unto Grantee, its successors and assigns, Eighteen (18) Transferable Development Rights numbered DR-95-744 through DR-95-761;

LRIP SURCHG 20.00
RECORDING FEE 20.00
SEARCH FEE 20.00
NOTARY FEE 10.00
TOTAL 70.00

AND Grantor covenants that Grantor will warrant specially the Transferable Development Rights hereby conveyed, and will execute such further assignments as may be requisite, and that Grantor has the right to convey the rights herein transferred. Grantor further covenants that Grantor shall have no further use or right of use with respect to the development rights herein transferred, unless those development rights are repurchased;

AND Grantor and Grantee covenant that at such time as the above described development rights are finally approved for use on a specific receiving parcel, such rights shall be transferred to the Commissioners of Charles County, Maryland for no consideration; or, in cases when development rights are being transferred to the County Commissioners, after such approval, a covenant that the rights are being transferred to the County Commissioners, after such approval, for no consideration;

AND Grantee hereby acknowledges that between the time of the transfer of the development rights by the original transferor and the time when its use on a specific receiving parcel is final in accordance with the provisions of the Charles County Zoning Ordinance, the Grantee has only the right to use these development rights to the extent authorized by all applicable provisions of the Charles County Zoning Ordinance. Grantor and Grantee further acknowledge that no transfer of these development rights shall be construed to limit or affect

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the power of the County Commissioners to amend, supplement, or repeal any or all of the provisions of Article XVII or any other article of the Charles County Zoning Ordinance, or to entitle any Grantor or Grantee to damages or compensation of any kind as the result of any such amendment, supplementation or repeal.

WITNESS the hands and seals of the Grantor and Grantee.

WITNESS:

[Signature]
[Signature]

GRANTOR:

Richard P Koch
Richard P. Koch
Joanna E Koch
Joanna E. Koch

GRANTEE:

WITNESS:

CENTEX HOMES, a Nevada
General Partnership

[Signature]

By: [Signature] (SEAL)
Robert K. Davis, President
D.C. Metro Division,
General Partner

STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

I HEREBY CERTIFY that on this 24th day of May, 2006, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard P. Koch and Joanna E. Koch, his wife, and duly acknowledged the foregoing original deed of transfer to be their act.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Comm. Expires: 23/01/07

APPROVED FOR TRANSFER
Office of the Treasurer
for Charles County
Per [Signature] Date: 6/3/06
Taxes levied and on
record are paid.
Recordation Tax \$ 0

Virginia
STATE OF ~~MARYLAND~~, COUNTY OF Fairfax, TO WIT:

I HEREBY CERTIFY that on this 18th day of April, 2006, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert K. Davis, President of D.C. Metro Division, General Partner of Centex Homes, a Nevada General Partnership, and duly acknowledged the foregoing original deed of transfer to be the act of the Partnership.

AS WITNESS my hand and Notarial Seal.

Susan L. Jenkins

Notary Public

My Comm. Expires: Feb. 28, 2009

I, THE UNDERSIGNED MARYLAND ATTORNEY, CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED UNDER MY SUPERVISION.

MUDD, MUDD & FITZGERALD, P.A.

BY: *[Signature]*

Thomas F. Mudd
P. O. Box 310
La Plata, Maryland 20646

APPROVED FOR RECORDING

Acting *[Signature]* 5/2/06
Zoning Officer Date

TRANSFERABLE DEVELOPMENT RIGHTS
OWNER'S CERTIFICATE AND AGREEMENT

THIS CERTIFICATE AND AGREEMENT is made this 24 day of MAY, 2006, by CENTEX HOMES, a Nevada General Partnership, hereinafter referred to as "Owner".

WHEREAS: Article XVII of the Charles County Zoning Ordinance authorizes the transfer of development rights in County Agricultural Preservation Districts and sets forth a procedure for the creation, transfer and use of transferable development rights and options; and

WHEREAS: Owner is the owner of Eighteen (18) Transferable Development Rights numbered DR-95-744 through DR-95-761, being part of the same transferable development rights certified and recorded between RICHARD P. KOCH and JOANNA E. KOCH, recorded in Liber 5830, Folio 610 of the Charles County Land Records; and

WHEREAS: Owner is the owner of a parcel of land in the receiving district as specified in the Charles County Zoning Ordinance, said parcel being the same property conveyed to Owner by ARTERY AVALON, LLC by Deed recorded in Liber 4522, Folio 272 of the Land Records of Charles County, Maryland, and hereinafter referred to as "the receiving parcel"; and

WHEREAS: Article XVII of the Charles County Zoning Ordinance allows for development on parcels of land in the receiving district at increased density if transferable development rights are attached to the parcel; and

WHEREAS: Owner wishes to attach Eighteen (18) transferable development rights numbered DR-95-744 through DR-95-761 to the receiving parcel for the purpose of increasing the allowable density by Eighteen (18) dwelling units as set forth on plats entitled "AVALON WEST," Charles County File Number XPN 01-037.

NOW THEREFORE, in consideration of increasing the allowable density of

LRIP SURCHG 20.00
RECORDING FEE 20.00
TOTAL 40.00
Best Case Part 1 2006
SLR LAL BK 12
Jun 30, 2006 03:14 PM

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Eighteen (18)

development on the receiving parcel by ~~Tenx(10)~~ dwelling units, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby certifies and agrees that ~~Tenx(10)~~ Transferable Development Rights numbered DR-95-744 through DR-~~753~~⁷⁶¹ shall be transferred without conditions and without cost to the County Commissioners of Charles County.

IN WITNESS WHEREOF, the Owner has set *its* hand and seal on the date first above written.

WITNESS:

Owner
CENTEX HOMES, a Nevada
General Partnership

[Signature]

By: *[Signature]* (SEAL)
Robert K. Davis, President
D.C. Metro Division,
General Partner

STATE OF ^{Virginia} MARYLAND, COUNTY OF Fairfax

I HEREBY CERTIFY that on this 18th day of April, 2006, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert K. Davis, President of D.C. Metro Division, General Partner of Centex Homes, a Nevada General Partnership, and duly acknowledged the foregoing original deed of transfer to be the act of the Partnership.

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

[Signature]
Notary Public

My Commission Expires: Feb. 28, 2009

TFM/vcs/CENTAX HOMES 05-508/Transferable Development Rights Owner's Certificate and Agreement/4/18/2006

APPROVED FOR RECORDING

[Signature] 5/20/06
ZONING OFFICER DATE