

Circuit Court for
 Anne Arundel County
 Clerk of the Court,
 ROBERT P. MICKNORTH
 LONG RECORDS DEPARTMENT
 P.O. BOX 71
 ANNAPOLIS, MD 21401-0071
 (410) 222-1325

Transaction No. 4541	
ADVERTISEMENTS	AMOUNT
CHG. FR. SURE 429.00	29.00
RECORDING FEE 20	20.00
TOTAL:	49.00
TOTAL DEDUCTIONS:	0.00
PAIDMENTS	
CHECK	49.00
TOTAL TENDERED:	49.00

110000-370

RECEIVED: YES Reg # 0011
 Type # 3131
 Date: Apr 17, 2006 Time: 02:47 PM

EX 16200PG0370

DECLARATION FOR WATER AND SEWER FACILITIES CHARGES

THIS DECLARATION FOR WATER AND SEWER FACILITIES CHARGES made this 11th day of April, 2005, by K. Hovnanian Homes of Maryland, L.L.C., a Maryland limited liability company, (hereinafter called "Declarant"), for the benefit of Ridgemore Utilities, L.L.C., a Maryland limited liability company, Grantee, (hereinafter called "Utility Company").

WITNESSETH:
RECITALS

WHEREAS, the Declarant is the owner of certain land upon which is or will be constructed a Single Family Subdivision entitled "Crawford's Ridge" to consist of 29 single family lots of which lots numbers 28 and 29 are not subjected to this Declaration leaving lots 1 through 27 subjected to this Declaration and which lots 1 through 27 are called "Lots", being constructed on the Subdivision Plat entitled "Crawford's Ridge", A Residential Single Family Subdivision recorded among the Land Records of Anne Arundel County at Plat Book 266, pages 49 through 50, (Plat Nos. 13875 - 13876), or intended to be so recorded and all future amendments thereto, (the "Property"); and

WHEREAS, the Declarant wishes to develop the Property for single family homes on single family Lots as may be determined from time to time, on the Property; and

WHEREAS, the Declarant has determined that public sewer and water service will benefit all of the Owners of the Lots on the Property, that the Lot Owners subsequent to Declarant will benefit by paying for the installation of the Water and Sewer Facilities over an extended period of time and the Declarant will be benefitted by being able to sell the Lots for competitive prices; and

WHEREAS, as part of the development of the Property the Declarant will provide water and sewer pipes in the streets of the Property and connections from these water and sewer pipes in the streets to the proximity of residential structures to be constructed on the Property by: (1) contributions to the cost of construction of a public water and sewer system; (2) dedication of easements and rights-of-ways necessary to construct the water and sewer systems, and (3) actual construction of portions of the water and sewer system (collectively referred to as "Water and Sewer Facilities"); and

WHEREAS, the Declarant has agreed with Anne Arundel County, (hereinafter called the "Governmental Agency"), that Declarant or the Utility Company will undertake to pay for the entire cost of the construction of the Water and Sewer Facilities (which payment and work may be performed by the Declarant or the Utility Company or its or their designee) in accordance with the Governmental Agency's specifications, at no cost to the Governmental Agency and, upon completion, the connection of the Water and Sewer Facilities to the water and sewer systems of the Governmental Agency, and therefore the Governmental Agency has agreed that it will not impose any connection charges, capital facilities charges and front foot benefit assessments against the Lots,

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ANNE ARUNDEL COUNTY

because it will not have incurred any costs for the Sewer and Water Facilities upon which to base such charges; and

WHEREAS, the Declarant and Utility Company intend to recover the costs of providing the Water and Sewer Facilities to the Property by establishing charges against the individual Lots on the Property ("Water and Sewer Facilities Charges"), to be repaid over thirty (30) years; and

WHEREAS, the maintenance after construction of the said Water and Sewer Facilities and pipes and connections, insofar as they are located within the streets and are not located within an individual Lot, is to be the responsibility of the Governmental Agency in accordance with the terms of the Public Works Agreement such other utility agreements between the Governmental Agency and Declarant, its successors or assigns; and

WHEREAS, the sewage disposal and water service associated with each Lot contained within the Property, is to be furnished, and billed for, by Anne Arundel County, to said dwelling Lot owners from time to time, and are to be paid for as billed; and

WHEREAS, in order to make the covenant and agreement to pay the Utility Assessments a lien and covenant and agreement running with the land and binding upon the land and the parties hereto and each and all of their respective heirs, personal representatives, successors and assigns, and all future Lot owners, the Declarant has executed and delivered and recorded this Declaration in order to charge and encumber the Lots with the continuing servitude and charge and obligation and lien and covenants and agreements to pay to the Utility Company, its successors and assigns, the Water and Sewer Facilities Charges herein set forth.

NOW, THEREFORE, in consideration of the obligations of the Declarant, its successors and assigns, the Declarant declares that the Property and each Lot constructed on it is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. This Declaration shall be deemed to run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant and/or the Utility Company, their successors and assigns, and any person or entity acquiring or owning an interest in said Property and improvements.

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated in and made a material part of this Declaration.

2. Establishment of Lien and Personal Obligation. Each Owner of a Lot, other than Declarant or any Home Builder, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed: (a) covenants and agrees to pay to the Utility Company, its successors or assigns, all Water and Sewer Facilities Charges, interest, costs, late fees and attorney's fees which are due and unpaid as of the date such Owner accepts title to such Lot and as set forth herein; (b) covenants and agrees to pay all future Water and Sewer Facilities Charges established for as long as such Owner shall be a record Owner of a fee simple interest in such Lot as set forth herein; (c)

grants to the Utility Company, its successors and assigns, a lien to secure payment of the aforementioned Water and Sewer Facilities Charges, together with interest, costs, late fees and attorney's fees, which lien shall be a continuing lien upon the Lot against which each such Water and Sewer Facilities Charge is made; (d) provided the requirements of the Maryland Contract Lien Act, if applicable, have been fulfilled, grants to the Utility Company, its successors and assigns, a power of sale, and assents to the entry of a decree and order for the sale of said Lot upon a default by the Owner under this Declaration as set forth herein.

3. Definitions. The following words, when used in this Declaration shall have the following meanings:

"Assessment" or "Facilities Assessment" shall mean and refer to the annual installments of principal and interest in payment of the total Water and Sewer Facilities Charge.

"Charge" or "Water and Sewer Facilities Charge" means the total principal sum due for each Lot.

"Declarant" shall mean and refer to K. Hovnanian Homes of Maryland, L.L.C., its successors and assigns, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned by an instrument in writing and recorded among the Land Records of Anne Arundel County, Maryland,

"First Residential Purchaser" shall mean the first purchaser, other than a Home Builder, of a Lot within Crawford's Ridge Subdivision.

"Home Builder" shall mean any person or entity that purchases one or more Lots from the Declarant with the intention to construct a home thereon for sale.

"Lot" shall mean one of the 27 single family lots shown on the Plats of Crawford's Ridge Subdivision. Lots numbers 28 and 29 as shown on the Plats of Crawford's Ridge Subdivision are exempted from this Declaration and shall not be responsible for the payment of any assessments hereunder.

"Notice" shall mean or refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published at least once each week for two consecutive weeks in a newspaper having a general circulation in Anne Arundel County.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any "Lot" (as that term is defined below) situated on the Property, which is subject to this Declaration from time to time, including contract sellers, other than Declarant, but excluding those having such interests solely as security for the performance of an obligation.

"Water and Sewer Facilities" shall mean the water and sewer pipes and the water and sewer connections from such pipes to each Lot.

4. Obligations of Declarant.

(a) The Declarant or the Utility Company shall construct, or cause to be constructed, Water and Sewer Facilities to serve the Property and any future structures erected thereon, subject to any applicable laws, rules and regulations of any governmental authority.

(b) The Declarant or the Utility Company shall ensure that all payments to be made by Declarant or the Utility Company in conjunction with providing Water and Sewer Facilities to the Property are made in a timely manner.

5. Annual Water and Sewer Facilities as Assessments.

(a) The Declarant hereby establishes a Water and Sewer Facilities Charge (the "Charges") against each of the Lots within the Property. The Assessments due with respect to such Charges described herein shall commence with respect to each Lot on the date of conveyance of said Lot by K. Hovnanian Homes of Maryland, L.L.C., or its successors and assigns to any other Owner, other than K. Hovnanian Homes of Maryland, L.L.C. or another Home Builder (the "Commencement Date"). The Assessments due with respect to the Charge for each of the Lots shall terminate (except as to unpaid Assessments, interest, costs, late fees and attorney's fees) with respect to each Lot on the Date that is thirty (30) years after the Commencement Date for each Lot, unless sooner paid in full as hereinafter provided. The Charges shall be paid annually in advance by each Lot Owner (other than K. Hovnanian Homes of Maryland, L.L.C. to the Utility Company, its successors or assigns, in thirty (30) equal installments of a Water and Sewer Facility Assessment of Six Hundred Fifty Dollars (\$650.00) per year per Lot, which shall be due and payable for the Lots on March 15 of each year subsequent to the Commencement Date; provided, however, that the first year's payment shall be pro-rated according to the number of days to elapse from the Commencement Date to March 15 next occurring and shall be paid at Settlement on such Lot and the 30th payment shall be the applicable payment less the pro-rated amount paid for the first year.

(b) Such Charges are for the purpose of reimbursing the Declarant, (or the Utility Company), for its cost of providing Water and Sewer Facilities to the Property, including, but not limited to engineering, legal fees, permit fees, actual construction, supervision, reasonable overhead, interest on monies advanced, and such other expenses as can be reasonably attributed to the provision of Water and Sewer Facilities.

(c) Any Assessment levied herein which is not paid on the date when due shall be delinquent and shall bear interest, beginning on the eleventh (11th) day it is past due, at the rate that is the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate permitted by law (or such lesser sum as the Department of Veterans Affairs (the "VA") or the Federal Housing Administration (the "FHA") may specify if any Lot subject to this Declaration is then encumbered

by a deed of trust or mortgage which is guaranteed by the VA or insured by the FHA), and, together with interest at the rate aforesaid, together with the cost of collection thereof, become a continuing lien upon the Lot in the hands of the then Owners, their heirs, devisees, personal representatives and assigns, which lien may be foreclosed in the manner now or thereafter provided for in the Maryland Contract Lien Act or as otherwise be provided by law. The personal obligation of the Owner of the Lot to pay such Facilities Assessment shall, in addition, remain its personal obligation and a suit to recover a money judgment for non-payment of any such Facilities Assessment pursuant to this Declaration may be maintained without foreclosing or waiving the lien herein created to secure the same.

(d) The Utility Company may also, if Facilities Assessments due hereunder are not timely and completely paid (including interest and costs of collection) for two (2) consecutive years, accelerate the balance of the entire Water and Sewer Facilities Charges remaining unpaid against such Lot which sum, together with interest thereon from the date of acceleration at the rate that is the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate permitted by Law (or such lesser sum as the Department of Veterans Affairs (the "VA) or the Federal Housing Administration (the "FHA") may specify if any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by the VA or insured by the FHA), and costs and attorney's fees, shall continue to constitute a lien against such Lot. The Utility Company may thereupon foreclose such lien or maintain an action at law as herein set forth.

(e) The Utility Company may bring an action at law against the Owner personally obligated to pay the Facilities Assessment or Facilities Charge, or foreclose on the lien against the Lot or Lots then belonging to said Owner in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events, interest, costs and reasonable attorney's fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each Facilities Assessment or Facilities Charge.

(f) In the event the Utility Company, or its assigns, initiates a foreclosure, or a suit for collection of the Facilities Assessment or the Facilities Charge, the Owners of the affective Lot, or the mortgagee thereof, shall have the right to have enforcement of this Declaration discontinued at any time prior to the earlier of: (i) five (5) days before sale of the Lot pursuant to the power of sale contained herein; or (ii) entry of a judgment enforcing the provisions hereof, upon the following conditions: (a) the Owner or mortgagee shall have paid the Utility Company or assigns, all sums that would then be due under this Declaration or assigns, all sums that would then be due under this Declaration if no acceleration of the entire Water and Sewer Facilities Charge had occurred, and (b) shall have paid all expenses, including interest, late charges and reasonable attorney's fees, which the Declarant, or assigns, has incurred in enforcing the provisions hereof. Upon reinstatement by such Owner or mortgagee, this Declaration and such obligations secured hereby, shall continue unchanged and remain fully effective as if no acceleration had occurred.

(g) The Utility Company shall notify the holder of the first mortgage on any Lot for which any Assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in the other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such Notice shall not affect the validity of the lien of any Assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established herein.

(h) An Owner shall advise the Utility Company of the name of the holder of the Owner's first mortgage upon request of the Utility Company.

6. Prepayment of Charges. Upon written request of an Owner, the Utility Company shall provide Owner with a present day value of any assessment levied pursuant to this Declaration and Owner may prepay the outstanding assessment Owner's obligation hereunder.

7. Assessment Certificates. The Utility Company shall, upon request, furnish to any Owner liable for any Assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Utility Company, setting forth the status of said Assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A charge not to exceed twenty-five Dollars (\$25.00) may be levied in advance by the Utility Company for each certificate delivered.

8. Priority of Lien. The lien established by this Declaration as to the Charge and each Assessment coming due shall have preference over any other assessment, liens, judgments or charge of whatever nature, except the following:

- (a) general and special taxes and assessments on the Lot; and
- (b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the recordation hereof.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Utility Company may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

9. Annual Statement. The Owner of a Lot shall receive an annual statement by June 1 of each year after the first payment of an annual Assessment is made. The statement will indicate the amount due, the remaining term, the total balance of the amount due, and the address to which the payment shall be sent. Unless stated otherwise, the payment shall be made payable to Ridgemoor

Utilities, L.L.C., to P. O. Box 6299, Largo, Maryland 20792, or to its assignee, at such address as each Unit Owner may be so notified of from time to time. Failure to receive a Water and Sewer Facilities Charges bill shall not relieve an Owner from liability to pay same.

10. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or its successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for a period of ten (10) years, provided, however, that in no event shall such fees be collectible after the date which is forty (40) years after the recordation of this Declaration, and provided, further, that the maximum amount of water and sewer Assessments shall be the annual payments set forth above times thirty (30) years.

11. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a lien to recover the cost of providing Water and Sewer Facilities to the Property. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, either to foreclose the lien imposed by this Declaration or to recover damages, or both and the failure or forbearance by the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforceable by the Utility Company without limitation, including the right to reimbursement for any and all expenses reasonably related to actions necessary to enforce these provisions including, but not limited to court costs and attorney's fees.

12. Covenants Running With The Land. All provisions of this Declaration, including the benefits and burdens, shall touch, concern and run with the Lots and, be binding upon the Owners and their respective heirs, personal representatives, successors, transferees and assigns; and inure to the benefit of the Utility Company, and its successors, transferees and assigns. Any sale, lease, mortgage, or other disposition or transfer of a Lot shall be subject in all respects to the lien, operation and effect of this Declaration. The sale or transfer of any Lot shall not affect any lien imposed against such Lot pursuant to this Declaration. The purchaser of a Lot shall be jointly and severally liable with the seller of the Lot for all unpaid Water and Sewer Charges, interest, costs, late fees and attorney's fees against the Lot, without prejudice to the purchaser's right to recover from the selling Lot owner amounts paid by the purchaser therefor; provided, however, that no purchaser from a Lot Owner, other than Declarant or any Builder, shall be liable for, nor shall any Lot be conveyed subject to a lien for, any accrued and unpaid Water and Sewer Charges, interest, costs, late fees, or attorney's fees greater than the amount stated in any written certificate provided by the Utility Company or its future assignees or transferees, in accordance with Paragraph 7 of this Declaration. No sale or transfer shall relieve any Lot subject to Water and Sewer Charges hereunder or the current Lot Owner thereof from liability for any Water and/or Sewer Charges, interest, costs late fees and attorney's fees thereafter coming due or from the lien thereof.

13. Successors of Declarant. Any and all rights, reservations, easements, interest, exemptions, privileges and powers of the Utility Company, its successors or assigns, hereunder, or

any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Utility Company, its successors or assigns, with or without notice to the Owners.

14. Declarant's Certification. Notwithstanding the foregoing, this Declaration may be amended by the Declarant or the Utility Company, without notice to or consent of the Owners, provided that such amendment is accomplished solely for the purpose of causing this Declaration to conform to the requirements of VA, FHA, FNMA or FHLMC, and mortgagee or Anne Arundel County, Maryland, or any other state or local governmental agency, and does not materially and adversely affect the property rights of any Owner. To accomplish the above, each contract purchaser and each Owner of a Lot subject to the Declaration hereby grants to the Declarant or the Utility Company, their respective successors and assigns, for a period of seven (7) years from the date this Declaration is recorded among the Land Records, a durable power of attorney to execute on their behalf such agreements, documents, amendments and supplements to this Declaration which may be required by the Federal National Mortgage Association, the FHA, the VA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, Anne Arundel County, Maryland, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Property, any public or private utility company designated by Declarant or the Utility Company, or their respective successors or assigns, any institutional lender or title insurance company designated by the Declarant or the Utility Company or their respective successors or assigns, or as may be required to comply with any applicable laws or regulations. This power of attorney is expressly declared and acknowledged to be coupled with an interest in the subject matter and the same shall run with the title to all and any portion of the Property, and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the forgoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney.

15. Severability. The terms and provisions of this Declaration are severable and in the event that any term or provision of this Declaration is invalid or unenforceable for any reason, the remaining terms and provisions hereof shall remain in full force and effect.

16. Captions and Gender. The captions contained in this Declaration are for convenience only and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male or female term shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, the said Declarant and Utility Company have caused these presents to be executed and delivered.

WITNESS/ATTEST:

Jeff M... ..

K. Hovnanian Homes of Maryland, L.L.C., Declarant

By: Lawrence Gorman
Lawrence Gorman, Vice President
of Hovnanian Developments of Florida, Inc.,
Managing Member

WITNESS/ATTEST:

Ridgmore Utilities, L.L.C., Utility Company,
Grantee

Jeff Minick

By: Lawrence Gorman SR. J.P.

State of Maryland, County of Prince George's to wit:

I HEREBY CERTIFY, that on this 11th day of April, 2005, before me, the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared Lawrence Gorman, personally known to me (or satisfactorily proven) to be the Vice President of Hovnanian Developments of Florida, Inc., Managing Member of K. Hovnanian Homes of Maryland, L.L.C., Declarant, and, having authority so to do, did acknowledge the foregoing instrument to be the act and deed of said company and did acknowledge that same was executed for the purpose therein contained.

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

Ann W. Olson
Notary Public

My Commission Expires: 10/7/07

State of Maryland, County of Prince George's to wit:

I HEREBY CERTIFY, that on this 11th day of April, 2005, before me, the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared Christopher Spendley, personally known to me (or satisfactorily proven) to be the Sr. Vice President of Ridgmore Utilities, L.L.C., the Grantee herein, and, having authority so to do, did acknowledge the foregoing instrument to be the act and deed of said company and did acknowledge that same was executed for the purpose therein contained.

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

Ann W. Olson
Notary Public

My Commission Expires: 10/7/07

The above instrument was prepared by an attorney licensed in the practice of law in the State of Maryland.

Earl G. Schaffer
Earl G. Schaffer, Esq.

AMENDMENT TO DECLARATION FOR WATER AND SEWER FACILITIES CHARGES

THIS AMENDMENT, Made this 26 day of May, 2005 by K. Hovnanian Homes of Maryland, L.L.C., a Maryland liability company, (hereinafter called "Declarant"), for the use and benefit of Ridgemore Utility, L.L.C., a Maryland limited liability company, Grantee, (hereinafter called "Utility Company"), to the Declaration for Water and Sewer Facilities Charges dated April 11, 2005 and recorded among the Land Records of Anne Arundel County, Maryland at Book 16200, page 370, (the "Declaration").

WHEREAS, the Declarant and Utility Company prepared and recorded the Declaration to establish certain water and sewer facilities charges against lots numbers 1 through 27 as shown on the Subdivision Plat entitled "Crawford's Ridge", A Residential Family Subdivision, recorded among the Plat Records of Anne Arundel County, Maryland at Plat Book 266, pages 49 and 50 (Plat Nos. 13875 and 13876), (the "Plats"); and

WHEREAS, lot numbers 28 and 29 as shown on the Plats are not subjected to the Declaration; and

WHEREAS, the Declaration contains a typographical error whereby it states that the name of the Utility Company is "Ridgemore Utilities, L.L.C.", when the proper name of the Utility Company is "Ridgemore Utility, L.L.C."; and

WHEREAS, the purpose of this Amendment is to correct the name of the Utility Company so that it is properly called "Ridgemore Utility, L.L.C.

NOW, THEREFORE, in consideration of the obligations of the Declarant, its successors and assigns, the Declarant and Utility Company hereby declare as follows:

1. The proper name of the Utility Company is Ridgemore Utility, L.L.C. and whenever the name "Ridgemore Utilities, L.L.C." appears in the Declaration the name "Ridgemore Utility, L.L.C." is hereby substituted for the same.

2. All other terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant and Utility Company have caused these presents to be executed and delivered,

WITNESS/ATTEST:

Jeff Minich

K. Hovnanian Homes of Maryland, L.L.C.,
Declarant

By: [Signature] (Seal)
Lawrence Gorman, Vice President
of Hovnanian Developments of Florida, Inc.
Managing Member

IMP FO SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
Fees AMIS Ref: # 43469
RPD NLC Bill: \$ 232
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RECORDED FOR RECORD
IN ANNE ARUNDEL COUNTY

WITNESS/ATTEST:

Jeff Minich

Ridgemore Utility, L.L.C., Grantee, Utility Company

By: Christopher Spendley (Seal)
Christopher Spendley, Senior Vice President
Ridgemore Utility, L.L.C.

State of Maryland, County of Prince George's to wit:

I HEREBY CERTIFY, that on this 26th day of May, 2005, before me, the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared Lawrence Gorman, personally known to me (or satisfactorily proven) to be the Vice President of Hovnanian Developments of Florida, Inc., Managing Member of K. Hovnanian Homes of Maryland, L.L.C., Declarant, and, having authority so to do, did acknowledge the foregoing instrument to be the act and deed of said company and did acknowledge that same was executed for the purpose therein contained.

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

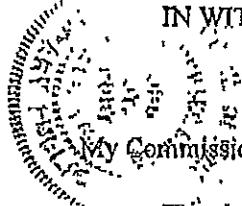


Anne W. Olson
Notary Public

State of Maryland, County of Prince George's to wit:

I HEREBY CERTIFY, that on this 26th day of May, 2005, before me, the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared Christopher Spendley, personally known to me (or satisfactorily proven) to be the Senior Vice President of Ridgemore Utility, L.L.C., the Grantee herein, and, having authority so to do, did acknowledge the foregoing instrument to be the act and deed of said company and did acknowledge that same was executed for the purpose therein contained.

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



Anne W. Olson
Notary Public

The above instrument was prepared by an attorney licensed in the practice of law in the State of Maryland.

Earl G. Schaffer
Earl G. Schaffer, Esq.

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April 22, 2005

After recording return to:

BK1 19865 PGC 420

Settlement Department / WMH
Linowes and Blocher LLP
7200 Wisconsin Avenue, Suite 800
Bethesda, MD 20814-4842

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AA-254

**ASSIGNMENT OF UTILITY COMPANY'S RIGHTS
(Crawford's Ridge)**

THIS ASSIGNMENT OF UTILITY COMPANY'S RIGHTS (this "Assignment"), made this 4th day of February, 2008, by and between **RIDGEMORE UTILITY, L.L.C.**, a Maryland limited liability company ("Assignor"), and **UTILITY FUNDING, LLC**, a Maryland limited liability company ("Assignee").

RECITALS:

A. Assignor is the "Utility Company" under a Declaration for Water and Sewer Facilities Charges dated April 11, 2005 and recorded among the Land Records of Anne Arundel County, Maryland on April 19, 2005 in Liber 16200, at folio 370 (the "Declaration") as amended by the Amendment to Declaration for Water and Sewer Facilities Charges dated May 26, 2005 and recorded among the Land Records of Anne Arundel County, Maryland on June 1, 2005 in Liber 16370 in Liber 155 (the "Amended Declaration") (the "Declaration" and the "Amended Declaration" are collectively referred to herein as the "Declaration"). The Declaration establishes assessments (the "Facilities Assessments") against certain lots located in Anne Arundel County, Maryland (collectively the "Lots") to compensate Assignor for the installation of water and sewer systems which serve the Lots. The Lots are further described in the Declaration.

B. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all of the rights, reservations, interests, exemptions, privileges and powers of the Assignor under the Declaration (collectively, the "Utility Company's Rights") with respect to the Lots that are described on Exhibit "A" attached to and made a part of this Assignment (the "Assigned Lots").

IN FULL PAID
ASSIGNING FEE 20.00
TOTAL 20.00
Rest AA13 Rct # 94825
In hand # 820
File of 2008 12:57 PM

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee and Assignee assumes and accepts from Assignor the Utility Company's Rights with respect to each Assigned Lot, including, without limitation, the right to collect and retain for its own account the Facilities Assessments applicable to each Assigned Lot as provided for under the Declaration for such Assigned Lot, the right to enforce the Declaration against the owners of the Assigned Lots, and the right to further assign the Utility Company's Rights in accordance with the Declaration.

2. Assignee shall not be responsible for and does not assume any warranties, liabilities, or obligations which accrued or may accrue to Assignor or any builder or other seller of any Assigned Lot under the Declaration or pursuant to law, including, but not limited to, any warranties, liabilities, or obligations concerning any improvements constructed or required to be constructed by Assignor within the subdivision of which the Lots are a part or concerning any notice of the Facilities Assessments required to be made pursuant to applicable law.

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CIRCUIT COURT FOR A.A. COUNTY
2008 FEB - 8 P 1:03

3. At any time after the execution of this Assignment, Assignor, without expense to Assignee, shall promptly execute and deliver any document and agreement and do all other acts which Assignee may reasonably request to confirm or better effectuate the assignment of the Utility Company's Rights contemplated by this Assignment.

4. This Assignment shall bind and inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

5. Until further notice by Assignee or its successors or assigns, the address of the Utility Company for the purposes of the Declaration is as follows: Utility Funding, LLC, 5816 Mossrock Drive, North Bethesda, Maryland 20852, Attn: Scott Price.

6. The provisions of this Assignment are not intended to create, nor shall they in any way be interpreted to create, a joint venture, partnership, or other similar relationship between the parties.

7. The Recitals set forth in this Assignment are incorporated in and made a part of this Assignment.

8. All questions with respect to the construction of this Assignment shall be determined in accordance with the laws of the State of Maryland, excluding choice of laws principles.

9. Each provision of this Assignment is intended to be severable. If any term or provision of this Assignment shall be determined to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Assignment and shall not affect the validity of the remainder of this Assignment.

10. This Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed as of the day and year first written above.

WITNESS:

ASSIGNOR:

RIDGEMORE UTILITY, L.L.C.,
a Maryland limited liability company



By: Stephen W. Pelz [SEAL]
Name: Stephen W. Pelz
Title: Vice President

ASSIGNEE:

UTILITY FUNDING, LLC,
a Maryland limited liability company



By: B. Hayes McCarty [SEAL]
B. Hayes McCarty, Manager

STATE/COMMONWEALTH OF Maryland*

COUNTY OF Prince George's

to wit:

I HEREBY CERTIFY that on this 1st day of February, 2008, before me, a Notary Public in and for the State/Commonwealth and County aforesaid, personally appeared Stephen W. Peltz, known to me (or satisfactorily proven) to be the Vice President of Ridgemore Utility, L.L.C., a Maryland limited liability company, and that he, in such capacity and being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of said corporation.

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

Roxie A. Jones
Notary Public

My term of office expires on the 14th day of November, 2011.

[NOTARIAL SEAL]



STATE/~~COMMONWEALTH~~ OF *Maryland*

* to wit:

COUNTY OF *Montgomery*

I HEREBY CERTIFY that on this 4th day of February, 2008, before me, a Notary Public in and for the State/Commonwealth and County aforesaid, personally appeared B. Hayes McCarty, known to me (or satisfactorily proven) to be the Manager of Utility Funding, LLC, a Maryland limited liability company, and that he, in such capacity being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of said company.

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

Barbara J. Daulty
Notary Public

My term of office expires on the 1st day of May, 2011.



ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

Brian D. Bichy
Brian D. Bichy

Exhibit "A"

Description of the Assigned Lots

Lots 1 through 27, inclusive, as shown on the plat of subdivision entitled "CRAWFORD'S RIDGE" recorded among the Land Records of Anne Arundel County, Maryland on December 22, 2004 at Plat Book 266, pages 49 through 50, (Plat Nos. 13875-13876).

**CLERK'S INDEX SHEET
ASSIGNMENT OF UTILITY COMPANY'S RIGHTS
(Crawford's Ridge)**

(For the purpose of proper indexing only)

Lot/Block	Plat Nos. (as recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 266, pages 49 through 50)	Tax Account No. (District 04 – Subdivision 188)	Street Address
1	Plat Nos. 13875-13876	90221456	603 Crawford's Ridge Road
2	Plat Nos. 13875-13876	90221457	605 Crawford's Ridge Road
3	Plat Nos. 13875-13876	90221458	607 Crawford's Ridge Road
4	Plat Nos. 13875-13876	90221459	609 Crawford's Ridge Road
5	Plat Nos. 13875-13876	90221460	611 Crawford's Ridge Road
6	Plat Nos. 13875-13876	90221461	1303 Crawford's Court
7	Plat Nos. 13875-13876	90221462	1305 Crawford's Court
8	Plat Nos. 13875-13876	90221463	1307 Crawford's Court
9	Plat Nos. 13875-13876	90221464	1308 Crawford's Court
10	Plat Nos. 13875-13876	90221465	1306 Crawford's Court
11	Plat Nos. 13875-13876	90221466	1304 Crawford's Court
12	Plat Nos. 13875-13876	90221467	613 Crawford's Ridge Road
13	Plat Nos. 13875-13876	90221468	615 Crawford's Ridge Road
14	Plat Nos. 13875-13876	90221469	617 Crawford's Ridge Road
15	Plat Nos. 13875-13876	90221470	619 Crawford's Ridge Road
16	Plat Nos. 13875-13876	90221471	621 Crawford's Ridge Road
17	Plat Nos. 13875-13876	90221472	623 Crawford's Ridge Road
18	Plat Nos. 13875-13876	90221473	620 Crawford's Ridge Road
19	Plat Nos. 13875-13876	90221474	618 Crawford's Ridge Road
20	Plat Nos. 13875-13876	90221475	616 Crawford's Ridge Road
21	Plat Nos. 13875-13876	90221476	614 Crawford's Ridge Road
22	Plat Nos. 13875-13876	90221477	612 Crawford's Ridge Road
23	Plat Nos. 13875-13876	90221478	610 Crawford's Ridge Road
24	Plat Nos. 13875-13876	90221479	608 Crawford's Ridge Road
25	Plat Nos. 13875-13876	90221480	606 Crawford's Ridge Road
26	Plat Nos. 13875-13876	90221481	604 Crawford's Ridge Road
27	Plat Nos. 13875-13876	90221482	602 Crawford's Ridge Road
Total Lots=27			

Grantor: Ridgemoor Utility, L.L.C.
 c/o K.Hovnanian Developments of Maryland, Inc.
 1802 Brightseat Road, 6th Floor
 Landover, Maryland 20785

Grantee: Utility Funding, LLC
5816 Mossrock Drive
North Bethesda, Maryland 20852
Attn: Mr. Scott Price

Consideration: None

Title Insurance Company: N/A

After recording, please return to:
Linowes and Blocher LLP
7200 Wisconsin Avenue, Suite 800
Bethesda, Maryland 20814
Attn: Brian D. Bichy

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