



AS IS ADDENDUM

ADDENDUM # _____ dated January 5, 2010 to Contract of Sale dated _____, between Buyer N/A, N/A and Seller Carl E. Ferguson, Cynthia C. Ferguson for Property known as 20607 Reno Monument Road, Boonsboro, MD 21713-2756

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all clauses in the Contract pertaining to property condition and wood destroying insects are hereby deleted from the Contract.** Buyer understands and agrees that Seller shall have no obligation to make repairs.

Buyer and Seller agree to initial only one of the following:

+

A. "AS IS" WITHOUT INSPECTION(S)

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

+

B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within _____ Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s). Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature _____ Date _____
N/A

Carl E. Ferguson 01/05/2010
Seller Signature _____ Date _____
Carl E. Ferguson

Buyer Signature _____ Date _____
N/A

Cynthia C. Ferguson 01/05/2010
Seller Signature _____ Date _____
Cynthia C. Ferguson

©Copyright 2008 Maryland Association of REALTORS®, Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS®, Inc.



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 20607 Reno Monument Road, Boonsboro, MD 21713-2756

Legal Description: TAX ID 22 08 014078

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

- 1. The initial sale of single family residential real property:
A. that has never been occupied; or
B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
(2) Would pose a direct threat to the health or safety of:
(i) the purchaser; or
(ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? _____

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply [] Public [] Well [] Other _____
Sewage Disposal [] Public [] Septic System approved for _____ (# bedrooms)
Garbage Disposal [] Yes [] No
Dishwasher [] Yes [] No
Heating [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Air Conditioning [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Hot Water [] Oil [] Natural Gas [] Electric Capacity _____ Age _____ [] Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown
 Comments: _____

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
 Comments: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown
 Type of roof: _____ Age _____
 Comments: _____
 Is there any existing fire retardant treated plywood? Yes No Unknown
 Comments: _____

4. Other Structural Systems, including exterior walls and floors:
 Comments: _____
 Any defects (structural or otherwise)? Yes No Unknown
 Comments: _____

5. Plumbing System: Is the system in operating condition? Yes No Unknown
 Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown
 Comments: _____
 Is the system in operating condition? Yes No Unknown
 Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply
 Comments: _____
 Is the system in operating condition? Yes No Unknown Does Not Apply
 Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
 Comments: _____
 Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply
 Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
 When was the system last pumped? Date _____ Unknown
 Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown
 Comments: _____
 Home water treatment system: Yes No Unknown
 Comments: _____
 Fire sprinkler system: Yes No Unknown Does Not Apply
 Comments: _____
 Are the systems in operating condition? Yes No Unknown
 Comments: _____

11. Insulation:
 In exterior walls? Yes No Unknown
 In ceiling/attic? Yes No Unknown
 In any other areas? Yes No Unknown Where? _____
 Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
 Comments: _____
 Are gutters and downspouts in good repair? Yes No Unknown
 Comments: _____

CCF CCF

13. Wood-destroying insects: Any infestation and/or prior damage? Yes No Unknown

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? Yes No Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes No Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? Yes No Unknown

If yes, specify below

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes No Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner N/A Date October 25, 2009
Carl E. Ferguson

Owner N/A Date October 25, 2009
Cynthia C. Ferguson

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser N/A Date _____
N/A

Purchaser N/A Date _____
N/A

CCF CCF

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: _____

Owner Carl E. Ferguson Date 10/25/09
Carl E. Ferguson

Owner Cynthia C. Ferguson Date 10/25/09
Cynthia C. Ferguson

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under § 10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____
N/A

Purchaser _____ Date _____
N/A



INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM # _____ dated October 25, 2009 to Exclusive Right to Sell Brokerage Agreement dated October 25, 2009, between Owner(s) Cynthia C. Ferguson and Carl E. Ferguson and Broker Real Estate Teams, LLC J.B. Powell for Property known as 20607 Reno Monument Road Boonsboro, MD 21713-2756

INCLUSIONS/EXCLUSIONS: Owner intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

- | | | | |
|---------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Exhaust Fan(s) # _____ | <input checked="" type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Built-in Microwave | <input checked="" type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>2</u> | <input checked="" type="checkbox"/> Fireplace Screen/Doors | <input type="checkbox"/> w/ice maker | <input checked="" type="checkbox"/> Water Filter |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Freezer | <input type="checkbox"/> Satellite Dish | <input checked="" type="checkbox"/> Water Softener |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input type="checkbox"/> Clothes Washer | <input checked="" type="checkbox"/> Garage Opener(s) # <u>2</u> | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # <u>2</u> | <input type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage Disposer | <input type="checkbox"/> Storm Doors | |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Electronic Air Filter | <input checked="" type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna | |

ADDITIONAL INCLUSIONS (Specify): w/ light on well; above ground pool conveyed as is

EXCLUSIONS (Specify): _____

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public Well
- Sewage Disposal: Public Septic
- Heating: Oil Gas Elec. Heat Pump Other _____
- Hot Water: Oil Gas Elec. Other _____
- Air Conditioning: Gas Elec. Other _____

Carl E. Ferguson 10/25/2009
Owner Date
Carl E. Ferguson

Cynthia C. Ferguson 10/25/2009
Owner Date
Cynthia C. Ferguson

©Copyright 2005 Maryland Association of REALTORS®, Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS®, Inc.

APPENDIX B
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED AS 20607 Reno Monument Road. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE RIGHT TO FARM ORDINANCE FOR WASHINGTON COUNTY ("THE ORDINANCE") AS REQUIRED BY THE ORDINANCE.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

WASHINGTON COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomfort arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hours period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Washington County has determined that inconveniences or discomforts associated with such agricultural operations, shall not be considered to be an interference with the reasonable use and enjoyment of land, if such operations are conducted in accordance with Generally Accepted Agricultural Management Practices. Washington County has established a reconciliation board to assist in the resolution of disputes that might arise between persons in this County regarding whether agricultural operations conducted on Agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with Generally Accepted Agricultural Practices. If you have any question concerning this policy or the reconciliation board, please contact the Washington County Planning Department for additional information.

Seller: Carl E. Ferguson Date: 10/25/2009
Carl E. Ferguson

Seller: Cynthia C. Ferguson Date: 10/25/2009
Cynthia C. Ferguson

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer: _____ Date: _____
N/A

Buyer: _____ Date: _____
N/A

IF YOU DESIRE LEGAL ADVICE CONCERNING THE EFFECT OF THIS DISCLOSURE, PLEASE CONSULT YOUR ATTORNEY.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Federal Lead Warning Statement

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) ___/___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) [initials] / [initials] Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) ___/___ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) [initials] / [initials] Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) ___/___ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) ___/___ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) ___/___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ___/___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) [initials] Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Carl E. Ferguson 10/25/2009
Seller/Landlord Date
Carl E. Ferguson

Cynthia C. Ferguson 10/25/2009
Seller/Landlord Date
Cynthia C. Ferguson

J.B. Powell 10/25/2009
Seller's/Landlord's Agent Date
J. B. Powell

Buyer/Tenant Date
N/A

Buyer/Tenant Date
N/A

Buyer's/Tenant's Agent Date



10/07



C 497 00936

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

THIS DEED, Made this ~~7th~~ ^{May} day of ~~April~~, 1999, by BONNARD J. MORGAN and PEGGY R. MORGAN, his wife, of Washington County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of FIFTY-NINE THOUSAND TWO HUNDRED SEVENTY-FIVE (\$59,275.00) DOLLARS, the receipt of which is hereby acknowledged, the said BONNARD J. MORGAN and PEGGY R. MORGAN, his wife, do hereby grant and convey unto CARL E. FERGUSON and CYNTHIA C. FERGUSON, his wife, all that lot or parcel of land, situate along the South side of Reno Monument Road and along the East side of Amos Reeder Road in Election District No. 8, Washington County, Maryland, and being more particularly described, in accordance with a survey dated January, 1999, by Frederick, Seibert and Associates, Inc., as follows:

BEGINNING at a point at the intersection of the Eastern marginal line of Amos Reeder Road with the Southern marginal line of Reno Monument Road, thence continuing with the Southern marginal line of Reno Monument Road South 86 degrees 19 minutes 00 seconds East 116.21 feet to a point, thence along the same South 82 degrees 53 minutes 52 seconds East 136.51 feet to an iron pin and cap set, thence running with three new lines of division and along remaining lands of Bonnard J. Morgan and wife (Liber 1443, folio 214) South 1 degree 35 minutes 39 seconds West 130.86 feet to an iron pin and cap set, thence South 59 degrees 24 minutes 31 seconds East 71.86 feet to an iron pin and cap set, thence South 1 degree 11 minutes 03 seconds West 302.60 feet to an iron pin and cap set, thence along other lands of Bonnard J. Morgan (Liber 1432, folio 755) North 78 degrees 36 minutes 23 seconds West 310.56 feet to an iron pin and cap set along the Eastern marginal line of Amos Reeder Road, thence with said Eastern marginal line North 0 degrees 08 minutes 16 seconds East 432.90 feet to the place of beginning; CONTAINING 2.99 acres of land, more or less.

Said lands being all of Lot 1 for Bonnard Morgan and recorded in Washington County Plat folio 5973.

BEING part of the same property which was conveyed by Michael A. Stiles and wife to Bonnard J. Morgan and Peggy R. Morgan, his wife, by deed dated October 12, 1998, and recorded among the Land Records of Washington County, Maryland, in Liber 1443, folio 214.

The above described property is hereby conveyed subject to any and all conditions and restrictions shown on said plat, as well as to any and all other conditions, restrictions, easements and rights of way of record applicable thereto, as well as to the following covenants, conditions and restrictions, which may be extended and amended from time to time.

01497 00937

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

1. No more than one residential dwelling shall be erected on any lot or portion thereof. Lots shall be used only for residential or agricultural purposes. Hobby-type home workshop activities and homeowner operated small businesses such as a day care center, insurance agency or beauticians shall be permitted provided they are carried on within the residence, comply with all zoning requirements and do not become a nuisance to the neighborhood. No building may be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height, a private garage, a barn, or a building for equipment and a utility building not to exceed 12 feet by 20 feet. Greenhouses will be permitted.

2. A dwelling or residence to be erected on the land in this subdivision shall be a minimum of 1,200 square feet of living area, not including basement, attic space or garage.

3. No structure or object of a temporary nature such as, but not limited to, trailer, tent, basement, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile home shall be permitted to be used as a residence or stored on any lot at any time, except that this clause shall not be construed to deny storage or maintenance of a recreational vehicle provided that such recreational vehicle shall be stored to the rear of the front facade of the dwelling. None of the aforementioned vehicles shall be parked on the land until house construction has begun.

4. No commercial vehicles or equipment such as, but not limited to, moving vans, trucks, tractors, wreckers, hearses, compressors, concrete mixers, or buses shall be regularly or habitually parked on this lot unless garaged or shielded by fences or trees so as to be not visible from adjacent properties within the subdivision, or other land owned by Bonnard J. Morgan and Peggy R. Morgan, their heirs and assigns. All such contractors' equipment and vehicles shall be confined to an area not greater than 80 feet by 80 feet to the rear of the front facade of the dwelling. Vehicles which are primarily designed as passenger vehicles, such as station wagons or vans, but which display a business sign of reasonable size and appearance, and horse trailers shall be excluded from this restriction. No junk or wrecked automobiles or other equipment shall be allowed to be stored on any property at any time unless garaged or screened so as to be not visible from adjacent properties. No vehicle or equipment such as, but not limited to, boats and travel trailers shall be permitted to remain on any lot unless they display a current license or are garaged or screened so as to be not visible from the adjacent properties.

5. All grounds shall be maintained neatly. If an owner is in violation of this restriction, upon written notice from the Grantor or other lot owners in this subdivision, he shall have no more than seven (7) days from the date of notice to correct the violation, or upon failure to correct after such seven day period, the Grantor herein or the other lot owners in this subdivision shall have the power to enter upon the property and cause any accumulated rubbish and/or junk to be removed. The cost thereof, if unpaid by the Owner, shall become a lien upon the land and shall become a personal obligation of the Owner.

6. No sign of any kind shall be displayed to the public view on any lot except one sign not to exceed two (2) square foot in area designation that resident's name and/or address. This

restriction shall not be construed so as to deny display of a real estate For Sale sign not to exceed four (4) square foot in area while the lot is offered for sale, or a business sign not to exceed four (4) square feet in area advertising a permitted business conducted on such lot.

7. All dwellings shall be completed within two years after ground has been broken.
8. Raising of poultry or swine on a commercial basis is prohibited. Cattle and horses shall be limited to a combined total of 5 per lot or portion thereof. No more than 2 swine, 12 goats, 100 fowl and 20 rabbits per lot or portion thereof shall be permitted. No animals of any sort shall be permitted to become a neighborhood nuisance. All pets or other animals kept on any lot shall be controlled and maintained so that they may not constitute a hazard or nuisance to persons or property elsewhere in the subdivision. No more than 3 dogs per lot or portion thereof shall be permitted and all dogs must be confined to the lot owner's property by fence or leash. No dog kennels or other commercial activity involving animals, except horse training and riding shall be permitted.
9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done or placed thereon which shall become a nuisance to the neighborhood.
10. There shall be no removal of topsoil or subsoil on a commercial basis. No drilling of test wells or wells for the exploration of natural gas or oil are permitted.
11. A ten (10) foot wide easement for utilities is reserved along front, side and rear lot lines. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.
12. No outdoor concerts, events or other outdoor activities to which the general public is invited are permitted except for horse training and riding.
13. Enforcement of these covenants shall be by a proceeding to restrain violation or to recover damages at law or in equity, or both, against any person or persons violating or attempting to violate any covenants.
14. Invalidation of any one of these covenants, or any part thereof, by court order shall in no way affect any of the other provisions which will remain in full force and effect.
15. The covenants, restrictions and provisions shall run with and bind the lots in this subdivision and shall inure to the benefit of and be enforceable by the owners, their heirs, fiduciaries, assigns, and successors in interest in this plan of lots. Failure by any part of interest to enforce any covenants, restrictions and conditions or provisions herein contained shall in now event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

The above mentioned conditions and restrictions are covenants which shall run with and bind the land included in this subdivision and shall be binding upon and inure to the

01497 00939

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

benefit of and be enforceable by the parties to each and every transaction involving any portion of this subdivision and all persons interested therein.

16. ARCHITECTURAL CONTROL: No building, or structure of any kind shall be erected, placed or altered on any lot until the construction plans and specification and a plan showing location of the structure, have been approved by the subdivision developer, as to qualify of workmanship and materials, harmony of external design and existing structures and as to location, topographic and finish grade elevation and other requirements contained herein. In the event the subdivision developer or his designated representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted to him, approval will not be required and this covenant shall be deemed to have been fully complied with.

And the Grantors herein do hereby covenant that, except as to the aforesaid conditions, restrictions, covenants, easements and rights of way, they will warrant specially the property hereby conveyed and that they will execute such other and further assurances of title as may be legally requisite.

WITNESS the hands and seals of the Grantors.

WITNESS:

Bonnard J. Morgan (SEAL)
Bonnard J. Morgan

Peggy R. Morgan (SEAL)
Peggy R. Morgan

Jeanette A. Eastaday

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this ^{May} 7th day of April, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Bonnard J. Morgan and Peggy R. Morgan, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, who did each acknowledge that they executed the same for the purposes therein; and at the same time they also acknowledged that the consideration set forth in said deed is correct.

WITNESS my hand and official Notarial Seal.

Jeanette A. Eastaday
Notary Public

My Commission Expires:

6-1-2000

TAXES PAID 05/20/99 (LLO)
TODD L. HENNING, TREASURER

No.	Beats	Distances
LI	N59°24'31"W	71.86

206602

