

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRISCOE FARM

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 30 day of April, 2008, by PROZEK Limited Liability Company, hereinafter referred to as the "Declarant".

RECITALS

The Declarant is the owner of certain lands which are situate, lying and being in the Seventh Election District of Caroline County, Maryland. The Declarant became the owner of this property, together with other adjacent lands, by virtue of a Deed from Charlotte Ann Sutton and Patsy L. Carroll, Trustees, dated February 15, 2008, and recorded among the Land Records of Caroline County in Liber 0805, folio 260.

The Declarant has subdivided a portion of the afore-described lands into four (4) residential lots to be known collectively as Briscoe Farm, as set forth on a plat entitled "Plat Showing Subdivision Briscoe Farm, Tax Map 13, Grid 8, Parcel 25, Seventh Election District, Caroline County, Maryland", prepared by Christopher Waters Professional Land Surveying, dated June 5, 2007, and recorded in the Plat Records for Caroline County in Plat Book FDM 12, folio 75A-75B. The Declarant desires to subject the four (4) lots namely, Lots 1 through 4 inclusive, to the following covenants, conditions and restrictions in order to provide for the preservation and enhancement of the property values and to regulate and restrict the building structures, improvements, activities and conduct so as to contribute to the personal and general health, safety and welfare of the community.

NOW, THEREFORE, the Declarant does hereby declare that Lots 1 through 4, within Briscoe Farm, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting their value and desirability, and which shall run with said land and be binding on all parties having any right, title or interest therein or any part thereof, their personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

The Declarant hereby declares that the Lots shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

ARTICLE I
DEFINITIONS

1. **"Accessory Structure"** means and refers to any building or structure subordinate to the principal residential dwelling located on the lot and serving a purpose incidental to the residential use of said main dwelling.

2. **"Association"** means any association, board, council, or other administrative body or organization of lot owners who shall be a successor in interest to the Declarant.

3. **"County Commissioners"** means the County Commissioners of Caroline County, Maryland, as now established, and any other legislative and/or executive authority hereinafter authorized to approve and adopt a zoning ordinance.

4. **"Covenants"** means any provision of this Declaration.

5. **"Declarant"** refers to Prozek Limited Liability Company and its successors and/or assigns.

6. **"Lots"** means one of the lots or parcels designated as lots 1 through 4 inclusive on the plat and future lots subjected to this Declaration by Declarant.

7. **"Lot Owner"** means the person(s) shown by the Land Records of Caroline County to own fee simple title to a large lot or small lot at the time when the identity of a lot owner is to be determined for purposes of applying any provisions of these covenants. "Lot Owner" does not include a mortgagee, trustee, or beneficiary under a deed of trust or other person who holds a lien or other security interest on a lot.

8. **"Plat"** means the plat of the subdivision prepared by Christopher Waters Professional Land Surveying, dated June 5, 2007, entitled "Plat Showing Subdivision Briscoe Farm, Tax Map 13, Grid 8, Parcel 25, Seventh Election District, Caroline County, Maryland", and recorded among the Plat Records of Caroline County, Maryland, in Plat Book FDM 12, folio 75A-75B.

9. **"Zoning Ordinance"** means (1) any zoning ordinance in effect in Caroline County, Maryland, on the date of this instrument, and any amendments to that ordinance and (2) any ordinance or law hereinafter adopted by the County Commissioners under the authority of Article 66(b) of the Annotated Code of Maryland (or any amendments to that article) or under the authority of any law or constitutional provision by which the County Commissioners are authorized to regulate the use of land throughout Caroline County, Maryland, to the extent provided under the present provisions of Article 66(b).

ARTICLE II

LOT COVENANTS

1. **Home Occupation.** A home occupation shall be permitted, provided not more than one employee not residing on the lot shall be allowed.

2. **Vehicles.** Junk vehicle(s), unlicensed, or inoperable motor vehicle(s), and commercial vehicle(s) shall not be kept upon a lot unless stored or parked within garages or other permitted structures. No trailers, commercial vehicles such as a tractor trailer(s) or motor vehicles of any kind shall regularly park upon any of the public streets or lots. Boats, trailer(s), camper(s), and farm tractor(s) or similar machinery or equipment shall only be permitted to be stored on the property if shielded from adjoining lots.

3. **Re-subdivision.** Lots shall not be re-subdivided so as to create any new additional lots. Re-subdivision shall only be permitted for minor lot line adjustments.

4. **Trash.** No burning of trash shall be permitted on any lot. All trash or other refuse is to be disposed of by being picked up and carried away on a regular and reoccurring basis and containers may be placed in the open on the day that a pickup is to be made. At all other times such containers shall be stored in such a manner so that they cannot be seen.

5. **Temporary Structures.** No temporary structures shall be made other than a construction trailer which may be maintained on the property during the period of construction. The period of

construction shall not exceed twelve (12) months.

6. **Material Storage.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot unless inside an approved structure, except that building materials used during the course of construction of any improved dwelling or other permitted structure may be stored outside during the construction period only.

7. **Noxious or Offensive Trade or Activity.** Noxious or offensive trade or activity shall not be carried on or upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Lot owner.

8. **Setbacks.** No principal or accessory structure shall be located less than 50' from any lot line without the consent of the adjoining property owners.

9. **Structure Limitations.** The total footprint of any structures other than the principle residence shall not exceed 4,000 square feet on any lot.

10. **Commercial Animal Operations.** No commercial animal operations of any kind shall be permitted, and no more than a total of 12 farm animals, (limited to a max of 2 pigs) shall be permitted on any lot. Farm animals include but are not limited to: Horses, cow, swine, chickens, geese, ducks, goats, sheep, etc. Domestic animals are limited to dogs and cats and are limited to 4 in number.

11. **Easement for Utilities.** Easements and rights of way are hereby expressly reserved upon, in and over strips of land ten (10) feet in width along the road lines and interior lines of all parcels for the purpose of erecting, constructing and maintaining poles, wires and conduits with the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone service and other public utilities or services. The Declarant, its successors or assigns, or its nominee, shall have the right to enter upon said reserve strips of land for any of the purposes for which said easements and rights are reserved to remove, prune or trim any tree or shrub on any lot interfering with the construction or maintenance of electric or telephone lines or other utility service.

12. **Mobile Homes.** No mobile homes shall be allowed on any lot.

13. **Enforcement.** The Declarant and any lot owner shall have the right to enforce by any proceedings at law or in equity, all restrictions, conditions, covenants and reservations now or hereinafter opposed by the provisions of this Declaration. Failure by the Declarant or by any lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14. **Waiver.** The Declarant, its successors and assigns, hereby reserves the right, in their absolute discretion at any time, to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein as to any lot then owned by the Declarant, and with the consent of the owner as to any other lot.

15. **Successors of Declarant.** Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by instrument, in writing, recorded among the Land Records for Caroline County, Maryland.

The Lots subject to this Declaration may be increased by adding additional lots or parcels of land and filing among the Land Records of Caroline County, supplements to this Declaration, which need only be signed by the Declarant, the owner of the additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the lots shall be subject to this Declaration unless the provisions of this paragraph are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than the Lots shown on the Plat or hereafter developed and subjected to this Declaration in the manner described in this paragraph.

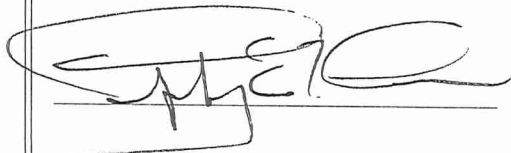
16. **Conveyances Subject to Declarations.** Each conveyance of a Lot, or of any interest in the Lot, by the Declarant, shall be deemed to be subject to this Declaration, whether or not the deed conveying the Lot shall so state.

17. **Amendment and Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended during the first thirty (30)-year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded among the Land Records of the jurisdiction referred to in the Recitals to this Declaration. Anything set forth in Paragraph 2 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented.

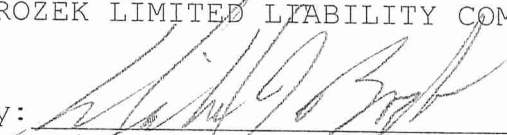
18. **Severability.** In case any one or more of the covenants or restrictions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect by judgment, decree or order, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal or unenforceable covenant or restriction had never been contained herein.

IN WITNESS WHEREOF, the undersigned Declarant has duly executed this Declaration.

WITNESS:



PROZEK LIMITED LIABILITY COMPANY

By:  {SEAL}

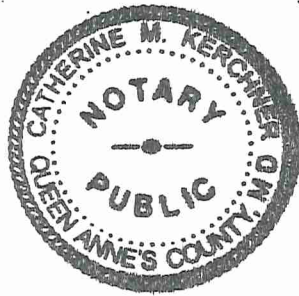
Michael J. Bozek,
General Manager

STATE OF MARYLAND)
) TO WIT:
COUNTY OF QUEEN ANNE'S)

I HEREBY CERTIFY, that on this 30th day of April, 2008, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael J. Bozek, General Manager of Prozek Limited Liability Company, and acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

Catherine M. Kercher
NOTARY PUBLIC
My Commission Expires: 2-1-2009



ROAD ACCESS AND MAINTENANCE AGREEMENT

This Agreement is made this 30 day of April, 2008 by PROZEK LIMITED LIABILITY COMPANY, hereinafter Owner, for the construction and maintenance of a proposed joint access easement.

Whereas Owner has developed the property into residential lots as set forth on plats prepared by Christopher Waters Professional Land Surveying, titled "Plat Showing Subdivision Briscoe Farm, Tax Map 13, Grid 8, Parcel 25, Seventh Election District, Caroline County, Maryland", dated June 5, 2007 and recorded in Plat Book FDM 12, folio 75A-75B, hereafter referred to as the Plats.

Whereas, Lots shall refer to Lot 4 Parcel Third and Parcel Second as more particularly described on the Plats and any additional lots created by Owner, its successors or assigns after the date of this Agreement.

Whereas Sheet 1 of 2 of the Plats sets forth a 50' foot wide right of way called Briscoe Farm Lane to be used for access by Lot 4 Parcel Third and Parcel Second and such other lots as Owner may designate in the future.

Whereas Owner agrees to construct a gravel lane for access to the Lots as shown on the Plats and maintain the roadway for a period of five years from the date of this Agreement or one year after completion of the last house on a lot using the roadway, whichever is less.

Whereas after initial construction and maintenance for the period specified above, Briscoe Farm Lane shall be maintained equally by Lot 4 Parcel Third and Parcel Second and any additional lots created by Owner. Owner shall determine when maintenance is required.

Whereas it is also the intent of the Owner that the portions of Parcel Third on which the joint access easement is located shall be subject to said easement and that all Lots which use or obtain access over said joint access easement shall have an easement across the portions of Parcel Third subject to the easement, to obtain access and for the installation and maintenance of utilities.

Now, Therefore, this Road Access and Maintenance Agreement Witnesseth that for and in consideration of the sum of no consideration, the receipt and sufficiency of which are hereby

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acknowledged, the party hereto does hereby agree and covenant as follows:

1. Briscoe Farm Lane Construction. Owner shall construct a gravel lane shown as Briscoe Farm Lane on sheet 1 of 2 of plats prepared by Christopher Waters Professional Land Surveying, titled "Plat Showing Subdivision Briscoe Farm, Tax Map 13, Grid 8, Parcel 25, Seventh Election District, Caroline County, Maryland", dated June 5, 2007 and recorded in Plat Book FDM 12, folio 75A-75B, and hereinafter referred to as the Plat for use by the owners of Lot 4 Parcel Third and Parcel Second and any additional lots or reconfigured lots as Owner shall determine in the future. Briscoe Farm Lane shall be for lot access and the installation of utilities to said Lots.

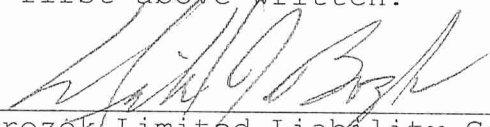
2. Briscoe Farm Lane Maintenance. Owner shall maintain Briscoe Farm Lane for a period of five years from the date of this Agreement or one year after completion of the last house, whichever is less, after owner's obligations cease, as provided herein, Lots 4 Parcel Third and Parcel Second and any additional lots using Briscoe Farm Lane for access shall share equally in the annual costs of maintaining Briscoe Farm Lane. Owner shall determine when maintenance is required and arrange for any maintenance work to be performed.

3. Rights and Obligations of Lot Owners. The portion of Parcel Second on which the access easement is located shall be subject to its use for the purposes stated herein, and each Lot which uses the joint access easement, for access and utilities, shall have an easement, over the portion of Parcel Second on which the access easement is located, solely for the purposes stated herein.

4. Rights of Owner. The Owner, its successors and assigns shall have the sole authority to locate, relocate, or improve Briscoe Farm Lane and utilities located therein as it shall determine and said location, relocation or improvement shall be at its sole expense.

IN WITNESS WHEREOF, the party hereto has hereunto set its hand and seal as of the day and year first above written.

LAW OFFICES
PRICE & PRICE, L.L.C.
ATTORNEYS AT LAW
PENTREVILLE, MARYLAND
758-1660

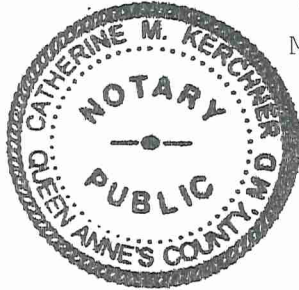
 (SEAL)
Prozek (Limited Liability Company)
By: Michael J. Bozek, General
Manager

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STATE OF MARYLAND)
) TO WIT:
COUNTY OF QUEEN ANNE'S)

I HEREBY CERTIFY, that on this 30th day of April, 2008, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael J. Bozek, General Manager of Prozek Limited Liability Company, and acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.



Catherine M. Kerchner
NOTARY PUBLIC
My Commission Expires: 2-1-2009

NOTARY FEE	25.00
RECORDING FEE	25.00
TOTAL	50.00
REAL ESTATE	10.00
FOR	20.00
AND	10.00

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AMENDMENT TO ROAD ACCESS AND MAINTENANCE AGREEMENT

THIS AMENDMENT is made this _____ day of _____, 2014, by **PROZEK LIMITED LIABILITY COMPANY** (hereinafter "Owner").

WHEREAS, Owner declared, by Road Access and Maintenance Agreement (hereinafter sometimes referred to simply as the "Agreement") dated April 30, 2008 and recorded among the Land Records of Caroline County in Liber 814, folio 407, that Owner would construct a gravel lane for access to certain Lots as shown on the certain Plats (and other Lots as Owner would designate in the future) and maintain the gravel lane (roadway) for a period of five years from the date of that Agreement (April 30, 2008) or one year after completion of the last house on a lot using the roadway, whichever was less; and

WHEREAS, other lots were created through further subdivision and the last house using the roadway has not been completed; and

WHEREAS, the Owner wishes to confirm the terms of the Road Access and Maintenance Agreement and extend same until eleven (11) years from the date of that Agreement (April 30, 2008) or one year after completion of the last house on a lot using the roadway, whichever is less.

NOW WHEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration the Owner declares as follows:

1. The period of time provided for in the Road Access and Maintenance Agreement dated April 30, 2008 for Owner to construct and maintain a roadway known as Briscoe Farm Lane shall be extended until eleven (11) years from the date of the Agreement or one year after completion of the last house on a lot using the roadway,

whichever is less.

2. The last sentence in Item 2. of the Agreement titled "Briscoe Farm Lane Maintenance" is hereby amended to read:
Owner/Developer determines when maintenance is required during the eleven (11) year period. After that time the property owners will decide about maintenance.

EXCEPT as otherwise amended herein the Agreement shall remain in full force and effect.

WITNESS the name and seal of said Limited Liability Company and the signature of the authorized/managing member thereof.

PROZEK LIMITED LIABILITY COMPANY

_____	_____ (SEAL)
WITNESS	BY:
	ITS:

State of _____, City/County of _____, to wit:

I Hereby Certify, That on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public of the State of _____, County of _____ personally appeared _____, who acknowledged himself/herself to be the Authorized/Managing Member of **PROZEK LIMITED LIABILITY COMPANY**, a Maryland Limited Liability Company, and that he/she as such Authorized/Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the LLC by himself/herself as such Authorized/Managing Member.

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

My Commission Expires: _____, _____
ATTORNEY CERTIFICATION

This is to certify that the within instrument was prepared by or under the supervision of the undersigned Attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

F. Michael Grace, Esquire

AFTER RECORDING RETURN TO: