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DECLARATION OF RESTRICTIONS AND COVENANTS

QUEEN ANNE'S COUNTY

EAGLE MANOR

QUEEN ANNE'S COUNTY, MARYLAND

THIS DECLARATION OF RESTRICTIONS AND COVENANTS, made this 20th day of December, 2010, by PROZEK, LLC, a Maryland Limited Liability Company, (herein referred to as the "Declarant").

RECITALS

1. Declarant is the owner of Lots 6 through 36 inclusive, shown and described on a plat entitled "Major Subdivision of Eagle Manor, Tax Map 22, Block 18, Parcel 53, Second Election District, Queen Anne's County, Maryland", prepared by Kirby & Associates, Inc., dated February 2006, and recorded among the Plat Records of Queen Anne's County in Plat Book 37, folio 62A-F, and by virtue of a Deed to Declarant dated October 26, 2006, and recorded among the Land Records of Queen Anne's County in Liber SM 1612, folio 525.

2. Declarant has formulated and intends to place in effect a general plan or scheme of development for the orderly, efficient and harmonious utilization of the aforescribed lots, which Lots shall henceforth be known as "Eagle Manor", in order to preserve the value and amenities of said lots.

3. The success of such plan depends upon the lots being made subject to the several covenants, agreements, restrictions, easements, conditions and charges hereinafter set forth, all of which are for the benefit of the property and the owners of the different lots.

4. Declarant intends for the aforesaid reasons and purposes, to subject said lots of land, to all the hereinafter stated covenants, agreements, restrictions and charges.

NOW, THEREFORE, THIS DECLARATION OF RESTRICTIONS AND COVENANTS, WITNESSETH, that Declarant does hereby create, declare, establish and impose the following covenants, agreements, restrictions, conditions and charges to run with and bind the aforesaid lots known as "Eagle Manor" as shown on the plats described in Recital 1 above.

| | |
|----------------|--------------|
| IMP FD SURE \$ | 28.00 |
| RECORDING FEE | 75.00 |
| TOTAL | 95.00 |
| Rest # 0401 | Rest # 62941 |
| SM 1612 | Blk # 1273 |
| Dec 21, 2010 | 11:15 am |

ARTICLE I

1. **Definitions.** Whenever used in this Declaration, the following definitions shall apply, unless a contrary intention is clearly evidence from the context:

(a) The word "person" shall include individuals, co-partnerships, associations, incorporations, trusts and any other legal entity, the single shall include the plural, and the masculine the feminine and the neuter as the context may require.

(b) The word "owner" means the person owning the record fee simple title to one of the aforescribed lots, including any contract purchaser, but not including mortgagee or other holder of a similar security interest.

(c) The words "Eagle Manor" or "Plat" mean the plats described in Recital 1 hereof, and any amendments or revisions thereof which may hereafter be recorded among said land records;

ARTICLE II

1. **Architectural Control.** Except for construction or development done by Declarant or done for the purpose of proper maintenance and repair, no building or structure, including additions or accessories thereto, including, without limitation, dwellings, garages, dog kennels, fences, walls, swimming pools, tennis courts, exterior lighting, screens, awnings, patio covers, sidewalks, curb and gutters, patios, balconies, porches, driveways and signs, shall be commenced, constructed, erected, moved, removed or maintained, nor shall an addition to, change or alteration (including change of color of any exterior part), be made until the written and printed plans and specifications showing the location (by survey), nature, shape, height, type of construction, materials, floor plan, color scheme, topography and any other information specified by the Architectural Review Committee shall have been submitted to and approved in writing as to safety, harmony of exterior design, color, and location in relation to surrounding structures and topography, and conformity with the

design concept of the community by an Architectural Review Committee. This approval shall be obtained prior to any building permit application being filed with the Church Hill Town Office.

2. **Architectural Review Committee.** The Architectural Review Committee shall be composed of three (3) persons, and the following persons are designated as the initial members: Robert R. Price, III and Michael J. Bozek. Each initial member shall serve until the last lot is sold by Declarant.

Upon the last lot being sold by Declarant, the owners of the lots within the community, by majority vote of the lot owners present at a meeting to be called by the Declarant, shall elect the members of the Architectural Review Committee, who shall serve five (5) year terms of office or until their successors are elected. Owner(s) of a lot within Eagle Manor shall have one vote per vacancy for each lot owned. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any consent, authorization or approval pursuant to this Declaration.

Any person elected to fill a vacancy created by the resignation or death of a member of the Architectural Review Committee shall serve the unexpired term of that member.

3. **Plans and Specifications.** The approved plans and specifications shall be deposited among the permanent records of the Architectural Review Committee, and a copy hearing such written approval shall be returned to the owner. In the event the Architectural Review Committee fails to approve or disapprove any plans and specifications within sixty (60) days of their receipt, together with all other materials and information it may require, then the Architectural Review Committee shall be deemed to have approved such plans and specifications, and this Article complied with.

4. **Limitations.** Any approval given hereunder shall be null and void unless construction is commenced within six (6) months of the date of such approval, and shall be substantially completed including driveways and seeding of areas disturbed during construction within eighteen (18) months following the date of commencement, or within such other period as the Architectural Review Committee shall specify in writing; provided, however, that the time for completion shall be extended commensurate with the

period of interruption of construction caused by war, acts of God, strikes, labor disputes or other matters beyond the control of the owner. In the event construction is not commenced within the period aforesaid, then approval of plans and specifications by the Architectural Review Committee shall be deemed to have lapsed and compliance with all of the provisions of this Article II shall again be required.

There shall be no deviation from the plans and specifications approved by the Architectural Review Committee without its prior written consent. Approval of any particular plan, specification or design shall not be a waiver of the right of the Architectural Review Committee to disapprove any such plan or specification or any element or feature thereof in the event the same is subsequently resubmitted by an owner.

5. **Building setbacks.** Except as provided under Article III 2(m) hereof, no structure, including without limitation the main dwelling and accessory structures, shall be located outside of the building restriction line (B.R.I.) shown on the plat.

6. **Minimum Floor area.** The floor area of any dwelling house erected on any lot, exclusive of basements, attached porches, breezeways, and garages, shall not be less than 1400 square feet for a one story dwelling, nor less than 1500 square feet for a one and one-half story dwelling, nor less than 1500 square feet for a two story dwelling. No dwelling, outbuilding or other structure shall be more than 30 feet above ground level, and no roof pitch shall be less than 5/12 for any primary roof however dormers and pitch roofs shall have a roof pitch of no less than 3/12.

7. **Foundations.** No dwellings and other permanent structures shall have exposed block foundations.

8. **Rules and Regulations.** The Architectural Review Committee may from time to time adopt statements of policy, standards, guidelines and establish criteria relating to architectural styles, details, fences, colors, setbacks, materials, location of improvements, landscaping plans, and other matters relative to architectural control as it may consider necessary and appropriate. No such rules, regulations, and statements shall be constructed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration, and a decision of the Architectural Review Committee as to such matters shall be final.

ARTICLE III

1. **Residential use.** Each lot may be improved only be a main dwelling or residence for the occupancy of one family, together with an in-the-ground swimming pool accessory to the main dwelling.

2. **Prohibited uses.** No noxious or offensive trade, or business, shall be carried on upon any lot nor shall anything be done or kept there on which may be or become an annoyance or nuisance to the neighbors. Without limiting the generality of the foregoing:

(a) No speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be maintained on the exterior of any dwelling, or other structure constructed on any lot. No snowmobiles, go-carts, motor bikes, trail bikes, all-terrain vehicles or other loud engine recreation vehicles shall be operated on any lot or upon the roadways within Eagle Manor.

(b) No animals, livestock, poultry or other fowl of any kind shall be raised, bred or kept on any lot, except a total of three (3) dogs, cats or other household pets, provided that the same are confined and do not roam at large, or become a source of annoyance to the neighbors.

(c) No lumber, metal, bulk materials, refuse or trash shall be allowed to accumulate on any lot, except building materials during the course of construction of any approved structure.

(d) No burning of trash shall be permitted. Trash and refuse containers shall be stored in such a manner as to not be visible from the roadways or other lots within Eagle Manor, except for being placed out on the day on which they are regularly picked up.

(e) No commercial boats and no boats over 25 feet long, unlicensed or inoperable motor vehicles, commercial vehicles, house trailers, tractors, or other similar vehicles or pieces of equipment shall be kept upon any lot unless stored or parked within garages. No motor vehicles of any kind shall be regularly parked upon any of the roadways within Eagle Manor. Boats 25 feet long and under are permitted on the lot only if buffered by landscaping from adjoining properties or located within a garage.

(f) No structure of a temporary character shall be erected, used or maintained on any lot at any time.

(g) Except for entrance, directional, traffic control, or safety and promotional signs by Declarant, no signs or advertising devices of any nature shall be maintained on any lot; provided, however, that one temporary "For Sale" or "For Rent" sign not exceeding five(5) square feet in area may be erected. Any such real estate sign shall be removed promptly following the sale or rental of the property.

(h) No structure, planting, or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard the direction or flow of any drainage ways.

(i) Vegetable gardens are not permitted in front yards.

(j) Satellite dishes or other transmitting or receiving antennae and any similar large structure and drying yards and similar utility areas may be located outside of a dwelling provided the same is landscaped so as to minimize visibility from the roadway and other lots in Eagle Manor.

(k) No exterior lighting shall be placed or fixed in such a manner as to cause a concentrated beam to be directed outside the boundaries of any lot.

(l) No fences shall be permitted without prior specific approval.

(m) Outbuildings/storage structures and in ground swimming pools shall be permitted as accessory structures; provided, they are placed on permanent foundations and architecturally and aesthetically compatible with the main dwelling as determined by the Architectural Review Committee in their sole and absolute discretion. Provided further, that all such structures may be located not less than twenty feet from any property line.

(n) No "pods" or other similar temporary storage structures shall be permitted on any lot.

(o) Hunting is strictly prohibited and no firearms may be

discharged on any lot at any time.

3. **Maintenance.** Every lot owner shall keep his lot, including gardens and all improvements thereon, in good order and repair including but not limited to the seeding, watering and mowing of grass, the pruning and cutting of all trees and shrubbery, and the painting, or other appropriate external care, of all buildings and other structures in the manner and with the frequency that is consistent with good property management.

ARTICLE IV

1. **Easements.** Easements are hereby expressly reserved upon, in and over strips of land five (5) feet in width along all interior lot lines and strips of land ten (10) feet in width along exterior lot lines for the purpose of erecting, constructing and maintaining utility lines, wires and conduits with the necessary and proper attachments in connection therewith for the transmission of electricity and for telephone and other public utilities or services and for public sanitary sewers and storm water drainage; and Declarant, or nominee, shall have the right to enter upon said reserve strips of land for any purposes for which said easements are reserved. Declarant or nominee, shall have the right to remove, prune or trim any tree or shrub on any lot interfering with the construction and maintenance of electric or telephone lines or other utility services.

ARTICLE V

1. **Construction and Enforcement.** The provisions hereof shall be liberally construed for the purpose of creating a uniform plan of development for Eagle Manor. These provisions shall run with and bind the land and shall inure to the benefit of and be enforceable by Declarant, the Architectural Review Committee and the owner of the leasehold or fee simple interest (but not reversionary or mortgagee interest) of any lot, their respective legal representatives, heirs, successors and assigns. Violation of any restriction, condition or covenant herein shall give Declarant, in addition to all other remedies, (1) the right to enter upon the land as to which such violation exists and to summarily abate and remove, at the expense of the owner, such violation, and Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or control, or for any damages resulting therefrom, and (2) the right to apply for relief by injunction

since all parties agree that any breach of this Declaration cannot be compensated adequately for the recovery of damages. The failure or forbearance of Declarant, or the owner of any lot, to enforce any restriction or covenant therein shall not be deemed a waiver of the right to do so thereafter, nor shall it be deemed selective enforcement of any such restriction or covenant.

2. **Duration and Amendment.** The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein, or any one or more of them, may be waived, and charges created and established herein, or any one or more of them may be waived, abandoned and terminated, modified, altered or changed, in whole or in part, as to any lot or group of lots, with the written consent of the owners of a majority of the total number of lots in the entire tract, as may be increased from time to time. (The joinder of mortgagees or other holders of a security interest shall not be required.) No such waiver, abandonment, termination, modification or alteration shall become effective until a proper instrument in writing shall be executed and recorded in the Office of the Clerk of Court, Queen Anne's County, Maryland. Provided, however, that this provision shall have no application so long as the Declarant shall be the owner of any lots, unless said Declarant shall evidence its consent to such waiver, abandonment, termination, modification or alteration, by joining in the execution of such instrument in writing. Otherwise, the provisions of this Declaration of Restrictions shall remain in perpetuity.

3. **Assignability.** Any and all rights, titles, easements and estates given to or reserved by Declarant in this instrument, including all the powers (including discretionary powers), duties and obligations given to, assumed by, or imposed upon Declarant by this instrument may be assigned and transferred, in whole or in part, to one or more persons or entities agreeing to assume, exercise, carry out and perform the same. The Declarant may, at any time deemed advisable by it, cause any or all of said rights, titles, easements and estates to be conveyed to an association and to pay such dues and assessments as may be levied from time to time by a majority vote of the association, provided that only lot owners in Eagle Manor, not mortgagees, shall be eligible for membership in said association and, provided further, that transfer shall be made by an appropriate written instrument in which the assignee or transferee shall join for the purpose of evidencing his, its or their consent to the acceptance and assumption of such

powers, duties and obligations, and such assignee or transferee shall thereupon have the same powers and be subject to the same duties and obligations as are herein given to, assumed by or imposed upon Declarant, Declarant thereupon being released therefrom.

4. **Acceptance.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of Eagle Manor is and shall be conclusively deemed to have consented and agreed to every restriction and covenant contained herein, whether

or not any reference to this Declaration of Restrictions and Covenants is contained in the instrument by which such person acquired any interest in any lot forming a part of Eagle Manor and subject to this Declaration.

5. **Notices.** Any notice required to be sent to any person under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the address of the recipient as reflected on the Real Estate Tax Assessment Records of Queen Anne's County, Maryland, at the time of such mailing.

6. **Reservation.**

a. Declarant reserves the right to grade, change the grade of, or regrade any street, road or lane shown on any recorded plat relating to the land contained in said subdivision; and said Declarant shall have the further right, before sale, to change the size of, and to locate or relocate any of the lots shown on the recorded plat of the subdivision. However, nothing herein shall be construed as prohibiting further subdivision, resubdivision, or lot line adjustment as to any of the lands governed hereby, provided appropriate governmental approval is obtained, whether before or after sale.

b. Declarant reserves the right to geographically enlarge the subdivision subject to this Declaration thereby increasing the total number of lots. If Declarant exercises this right, this Declaration will be amended and recorded as in the case of the original. Once amended, these covenants shall be interpreted as if the "new" lots were a part of the original subdivision.

7. **Severability.** In case of one or more restrictions and covenants contained in this Declaration shall be held to be invalid, illegal or unenforceable in any respect, such holding shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal or unenforceable restriction or covenant had never been contained herein.

8. **Captions.** The Captions contained herein are for convenience only and are not a part hereof and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

WITNESS our hands and seals as of the day and year first above written.

WITNESS:

PROZEK, LLC

Doreen D Stivers

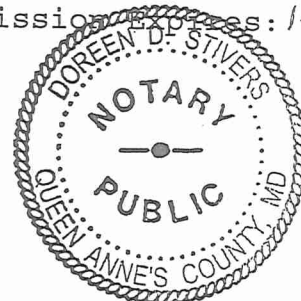
By: Robert R Price III (SEAL)
ROBERT R. PRICE, III,
Member

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

I HEREBY CERTIFY, that on this 20th day of December, 2010, before me, the subscriber, a Notary Public for the aforesaid State and County, personally appeared ROBERT R. PRICE, III, who acknowledged himself to be a Member of PROZEK, LLC, a Maryland Limited Liability Company, and he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and Notarial Seal.

Doreen D Stivers
Notary Public
My Commission Expires: 1-4-2015



LIBER 1994 FOLIO 057

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of an attorney licensed to practice law in the State of Maryland.



Robert R. Price, III

Date of Meeting: 01/16/2012

Time: 9:00-10:30am

Location: Bozek, Inc. Office

Minutes Prepared By: Staci Sappington

PURPOSE OF MEETING

- Discuss the issue of defining a commercial vehicle
- Discuss the issue of installing an above ground swimming pool

ATTENDANCE AT MEETING

- Michael Bozek
- Lisa Arellano
- Staci Sappington

MEETING SUMMARY

Currently the Covenants and Restriction associated with Eagle Manor state (Article III, 2. (e).) no commercial vehicles. The issue brought forth is what defines a commercial vehicle. The definition of a commercial vehicle pertaining to Eagle Manor's Covenants and Restrictions to be used from this date forth is any vehicle register or titled to a company with the gross vehicle weight rating greater than 10,000 pounds or any vehicle that hauls hazardous materials.

The issue has come forth as to what the Covenants and Restrictions associated with Eagle Manor allow for an above ground pool. The Covenants and Restrictions associated with Eagle Manor state:

(Article II, 1.) *"Except for construction or development done by Declarant or done for the purpose of property maintenance and repair, no building or structure, including additions or accessories thereto, including, without limitation, dwellings, garages, dog kennels, fences, walls, swimming pools, tennis courts, exterior lighting, screens, awnings, patio covers, sidewalks, curb and gutters, patios, balconies, porches driveways and signs, shall be commenced, constructed, erected, moved, removed or maintained, nor shall an addition to, change or alteration (by survey), nature, shape, height, type of construction, materials, floor plan, color scheme, topography and any other information specified by the Architectural Review Committee shall have been submitted to and approved in writing as to safety, harmony of exterior design, color, and location in relation to surrounding structures and topography, and conformity with the design concept of the community by an Architectural Review Committee."*

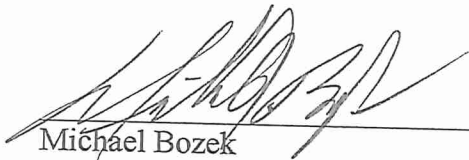
(Article III, 2. (m).) *"Outbuildings/storage structures and in ground swimming pools shall be permitted as accessory structures; provided, they are placed on permanent foundations and architecturally and aesthetically compatible with the main dwelling as determined by the Architectural Review Committee in their sole and absolute discretion. Provided further, that all such structures may be located not less than twenty feet from any property line."*

After review of the above statements concerning swimming pools at Eagle Manor the following is the determination of its meaning:

- All swimming pools, either in ground or above ground, are allowed to be constructed at Eagle Manor. All plans for a swimming pool of any sort will require approval of the Architectural Review Committee before construction shall begin, as stated in Article II, 1. of Eagle Manor's Covenants and Restrictions.
- In ground swimming pools are accessory structures, meaning they are permanent structures. As with all accessory structures they must be constructed not less than twenty five feet from any property line, as stated in Article III, 2. (m) of Eagle Manor's Covenants and Restrictions.

MEETING ACTION

A copy of Eagle Manor HOA Meeting Minutes is to be sent to the Declarant and all Owners at Eagle Manor.



Michael Bozek
Declarant of Eagle Manor

January 16, 2012

Date