

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 1189 SCHUCKS ROAD 21015

Legal Description: LOTS 3 7.26 AC PEVERLY OVERLOOK P17986

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: _____

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. 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: _____

16. 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: _____

17. 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: _____

18. 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 _____ Date _____

Owner _____ Date _____

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 _____ Date _____

Purchaser _____ Date _____

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: NONE

Owner *[Signature]* Date 3/22/09

Owner *[Signature]* Date 3/22/09

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 _____

Purchaser _____ Date _____

Property Address: 1189 SCHUCKS ROAD Year Constructed 2003

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

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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - (ii) 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 (check (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) 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 (check (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)

J.R. Agent has informed the seller 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.

<u>[Signature]</u> Seller/Landlord	<u>3/22/09</u> Date	_____ Buyer/Tenant	_____ Date
<u>[Signature]</u> Seller/Landlord	<u>3/22/09</u> Date	_____ Buyer/Tenant	_____ Date
<u>[Signature]</u> Seller's/Landlord's Agent	<u>3/22/09</u> Date	_____ Buyer's/Tenant's Agent	_____ Date



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DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

FOR

FINAL PLAT ONE - BEVERLEY'S OVERLOOK

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (sometimes hereinafter referred to as the "Declaration"), made this 27th day of April, 1995, by SYDNEY D. BEVERLEY, JR. (sometimes hereinafter referred to as the "Declarant"),

W I T N E S S E T H:

WHEREAS, by Deed dated January 15, 1975, and recorded among the Land Records of Harford County in Liber H.D.C. No. 965, folio 676, et seq., Eugene Todd, Surviving Trustee Under the Last Will and Testament of Ross S. Todd, deceased, dated January 16, 1958, and Ivan D. Rhoads, Personal Representative of the Estate of Louella U. Todd Rhoads, deceased, granted to the Declarant a certain tract of land situate and lying on the east side of Schucks Road in the THIRD ELECTION DISTRICT of Harford County, Maryland consisting of 65.32 acres, more or less, which parcel includes the property hereinafter described; and

WHEREAS, the said Declarant wishes to subdivide a portion of the said tract, consisting of 25.66 acres, more or less, into three (3) separate residential lots as set forth on a plat entitled "Final Plat One - Beverley's Overlook", which has been recorded among the Land Records of Harford County in Plat Book C.G.H. No. 79, folio 86; and

WHEREAS, in order to create and maintain a uniform general scheme of development, Declarant desires to subject the land described herein to certain easements, covenants and restrictions for the mutual benefit of all of the present and future owners of the lots thereon; and

WHEREAS, in order to make the said easements, covenants, and restrictions described herein run with the land and be binding and in full force and effect upon the said land and upon the present and future owners and occupants thereof, this Declaration is executed.

NOW, THEREFORE, Declarant hereby declares that Lots 1, 2, and 3 as shown on the plat entitled "Final Plat One - Beverley's Overlook" and recorded among the Land Records of Harford County in Plat Book C.G.H. No. 79, folio 86, are and shall be held, transferred, sold, conveyed, and occupied subject to the easements, covenants and restrictions hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.1: "Declaration" shall mean and refer to this Declaration of Easements, covenants and Restrictions as the same may be amended from time to time.

Section 1.2: "Lot" and "Lots" shall mean and refer to any one or all of those plots of land designated as Lots 1, 2, and 3, as shown on the Plat.

Section 1.3: "Declarant" shall mean and refer to Sydney



Section 1.4: "plat" shall mean and refer to the plat entitled "Final Plat One - Peverley's Overlook" recorded among the Land Records of Harford County in Plat Book C.G.H. No. 79, folio 96, or any amendments thereto as lawfully recorded among the Land Records of Harford County, Maryland.

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A handwritten signature in black ink, appearing to be 'JDL', is written over a diagonal line that extends from the top right towards the center of the page.

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Section 1.5: "Owner" shall mean and refer to the record owner of fee simple title to one or more of the Lots, including Declarant, or any common or joint holders therein if such Lot is owned by more than one person or entity, whether or not such holder or holders actually reside thereon, but excluding those having such an interest merely as security for performance of an obligation.

Section 1.6: "Mortgage" shall mean and refer to and include a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "Mortgagee" shall mean and refer to and include the grantee named in a mortgage, deed of trust, or other conveyance in the nature of a mortgage, the beneficiary or creditor secured by any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

Section 1.7: "Structure" shall mean and refer to any thing or device (other than trees and shrubbery less than two feet high if in the form of a hedge and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration, but not limited to, any building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, radio or television antenna or dish, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard, or any other temporary or permanent improvement to such Lot.

ARTICLE TWO

ARCHITECTURAL CONTROL

Section 2.1 Following the first transfer of title to a lot from the Declarant to any initial owner, no Structure shall be commenced, erected, placed, moved onto, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any earth-moving or earth-disturbing activity take place, unless plans and specifications therefore shall have been submitted to and approved in writing by the Declarant. Such plans and specifications shall be in such form and shall contain such information, as may be required by Declarant and in every event shall include as a minimum (i) plans showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot (including proposed front, rear and side setbacks and free spaces, if any are proposed, of all Structures, the locations thereof with reference to Structures on adjoining Lots, (ii) plans showing all four elevations and roof pitch of all structures, if any, and the number and location of all parking spaces and driveways on the Lot; and (iii) a grading plan for the particular Lot. The plans and specifications shall be acted upon by the said Declarant within thirty (30) days after the complete submissions thereof. If the said Declarant fails to act upon said plans and specifications within the aforesaid thirty (30) day period, the plans and specifications shall automatically be deemed approved.

Section 2.2 The Declarant shall have the right to disapprove the plans and specifications submitted hereunder for any one of the following reasons:

(a) the failure of such plans or specifications to comply with any easement, covenant or restriction contained herein;

(b) the failure to include information in the

Section 3.3

(a) No building or structure including, but not limited to, an attached garage, breezeway, enclosed porch or swimming pool, shall be built within the setback areas as hereinafter described; and

(b) No buildings or structures shall be erected or maintained on any Lot nearer than fifty feet (50') to the front lot line, or nearer than fifty feet (50') to the back lot line, or nearer than fifty feet (50') to any side lot line.

Section 3.4

(a) All buildings or structures erected or maintained on any Lot shall be partially constructed of stone or brick in the manner and together with such other exterior materials as shall be approved prior to construction by the Declarant as aforesaid. In no event shall cement or cinder block walls be visible above ground; *

(b) The roofs of all buildings or structures erected or maintained on any Lot shall be constructed of slate, shingle, cedar "shakes", or tile; and ?

(c) All driveways and parking areas constructed or maintained on any Lot shall be constructed of concrete, macadam or blacktop.

Section 3.5 All buildings, structures, driveways and any other appurtenance thereto shall be completed within one (1) year from the date construction commences. The Lot shall be appropriately landscaped within eighteen (18) months from the date construction commences.

ARTICLE FOURGENERAL COVENANTS AND RESTRICTIONS

Section 4.1 All Lots shall be used for private, single-family residential purposes only and no dwelling shall be commenced, erected, altered, placed, or permitted to remain on any Lot other than one (1) approved, detached single-family dwelling. The above requirement that all lots shall be used for residential purposes, shall not bar the use of a small home office, provided such office is used exclusively by the Owner, and does not exceed 20% of the living space of the structure in which it is located, and further provided that the owner of the said Lot shall comply with all applicable zoning regulations of Harford County; *

Section 4.2 No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Declarant. With respect to any of said Lots while owned by the Declarant, the Declarant expressly reserves the right to further subdivide, to alter property lines, to alter setback lines, and to otherwise revise the aforesaid plat in any respect, subject to any and all applicable Harford County regulations and requirements;

Section 4.3 Each and every lot Owner shall be responsible for insuring that his or her driveway is properly paved with a hard, durable surface such as macadam, tar and chip, or other similar material. Paving shall be complete on or before

dwelling unit on said lot;

Section 4.4 Satellite reception dishes, if permitted, shall be located in the rear yard; shall be properly screened; and must receive prior written approval of Declarant;

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Section 4.5 No more than seven thousand (7,000) square feet of wooded area on any Lot may be cleared without the express written authorization of Declarant, as well as of Harford County, Maryland;

Section 4.6 No sign other than a standard Realtor's "For Sale" sign, and no other advertising device of any nature, shall be placed on any Lot, unless approved in writing by Declarant;

Section 4.7 No Structure of a temporary character including, but not limited to, a trailer, shack, or tent shall be placed or used on any Lot either temporarily or permanently, except that a temporary Structure may be placed or used thereon only if used and operated solely in connection with the construction of an approved Structure provided, however, that such temporary Structure shall be removed from the premises within thirty (30) days after the substantial completion of the construction of the approved Structure; and provided, further, that such temporary Structure shall be removed, in any event, no later than twelve (12) months from the date of commencement of such construction;

Section 4.8 No lumber, metals, bulk materials, refuse, or trash shall be stored, or allowed to accumulate on any Lot, except building materials used during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is made, at such place on the Lot to provide reasonable access to persons making such pick-up. At all times such containers shall be stored in such manner so that they cannot be seen from the adjacent and surrounding properties;

Section 4.9 No obnoxious or offensive trade or activity shall be conducted on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or adjoining property Owners;

Section 4.10 No Lot shall be so used or maintained to allow or cause any erosion of soil or sediment; and, during the grading and construction of any improvements upon any Lot, adequate measures shall be taken to insure that no erosion of soil or sediment shall occur;

Section 4.11 The exposed foundation walls of all homes shall have brick or stone above grade on all four (4) elevations. Exposed parged concrete block walls shall not be approved;

Section 4.12 Every Structure that is a dwelling shall have an attached two-car garage. All garages shall be side-loading whenever possible;

Section 4.13 Any fence constructed on a Lot shall be either horizontal rustic, unfinished split rail, or similar type. In no event shall chain link or wire be used for perimeter or boundary fencing.

No fence shall extend forward of the rear building line of any dwelling. No perimeter or boundary fence may exceed four (4) feet in height. No privacy or Apache type fencing shall be permitted along any Lot line; however, a tree or shrubbery buffer may be planted along the rear lot line which shall not be subject to the rear lot line limitations set forth above. No fence shall

submissions of such plans and specifications as may have been reasonably requested by Declarant;

(c) Declarant's objection to the exterior design, appearance or material of any proposed Structure;

Section 4.23 Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection;

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(d) Declarant's finding of incompatibility of any proposed Structure with existing Structures upon other Lots;

(e) Declarant's objection to the location of any proposed Structure upon any Lot or with reference to other Lots;

(f) Declarant's objection to the grading plan for any Lot;

(g) Declarant's objection to the color scheme, finish, proportions, style or architectural height, bulk or appropriateness of any proposed Structure; or

(h) any other matter which, in the judgment of Declarant would render the proposed Structure or Structures inharmonious with the general plan or improvement or development of the Lots or with Structures located upon other Lots in the Subdivision.

In any case where Declarant shall disapprove any plans or specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case Declarant shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

ARTICLE THREE

CONSTRUCTION REQUIREMENTS

Section 3.1 No buildings or structures shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling, fifty percent (50%) or more of which shall be above ground level, with an attached two-car private garage, for the sole use of the respective owners who are the occupants of such Lot.

In addition, the Owner may, after obtaining the prior approval of the Declarant, erect a permanent accessory structure on the Lot for the sole use of the Owner, provided the exterior of such accessory structure shall be architecturally compatible with the principal dwelling on the Lot.

Section 3.2 Any dwelling erected or maintained on any Lot shall meet the following minimum requirements as to size:

(a) One-story (Rancher or Raised Rancher): 2,000 square feet of finished habitable ground floor area exclusive of open porches, basements, unfinished attics, breezeways, or garages;

(b) Two-story: 1,250 square feet of finished habitable ground floor area and 2,500 square feet of total finished habitable floor area exclusive of open porches, basements, unfinished attics, breezeways, or garages;

(c) One and one-half story: 1,600 square feet of finished habitable ground floor area and 2,600 square feet of total finished habitable floor area exclusive of open porches, basements, unfinished attics, breezeways, or garages; and,

habitable ground floor area and 2,000/square foot of total
finished habitable floor area exclusive of open porches, baso-
ments, unfinished attics, breezeways, or garages.

be entered on any DOC until the prior written approval for such
fence shall have been obtained from the Declarant.

Section 4.15 This Declaration shall not be construed as
permitted any action or thing which is prohibited by the appli-
cable zoning laws, or by the laws, rules or regulations of any
kind of any governmental authority. In the event of any such con-

flict, the most restrictive provisions of such laws, rules, regulations and/or of this Declaration, as the case may be, shall be construed to prevail, govern and control;

Section 4.16 All Lots, except wooded Lots, shall be kept mowed and neat and clean, whether said Lot is improved or not, and in the event the lawn or lawns on any individual Lot is allowed to become unkempt with grass, weeds or underbrush of a length in excess of ten inches (10"), then the Declarant may, in the interest of the general welfare of all the Owners of the Lots, enter upon the subject Lot and cut, mow, or trim the grass, weeds, or underbrush thereon, all as and when he deems necessary for the purposes aforesaid, but not without reasonable notice to the Owner of the subject Lot; Owner shall bear the cost of such action, which shall be enforceable pursuant to Section 5.1 of this Declaration;

Section 4.17 The Owner of each Lot shall be responsible for the control of dust, noxious fumes and odors as may emanate from his Lot during the construction of his dwelling, and the Owner shall further be responsible for any damage to the common driveway as may be occasioned by him or his agents, servants, employees, invitees, general contractor, subcontractor, or movers, or as a result of the erosion of the Owner's property or the Owner's diversion of surface water. Any such damage shall be repaired at the Owner's sole cost and expense and within thirty (30) days of the Owner's receiving notification of same from the Declarant, and shall be enforceable pursuant to Section 5.1 of this Declaration;

Section 4.18 If any dwelling or outbuilding on any Lot is destroyed in whole or in part by fire, windstorm or by any other cause or act of God, it shall be rebuilt within twelve (12) months thereafter unless the Owner does not wish to rebuild, in which event all debris shall be removed and the Lot restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain on any lot longer than three (3) months;

Section 4.19 No fuel tanks, whether for gasoline, propane or any other fuel or similar storage receptacles may be exposed to view. All such tanks as may be installed shall be confined entirely within a main building or buried underground;

Section 4.20 Two (2) horses, two (2) dogs, two (2) cats and/or two (2) caged birds as domestic pets may be kept on a Lot by the owner thereof provided they are not kept, bred or maintained for commercial purposes, or allowed to annoy the Owners or occupants of other Lots. Furthermore, all such animals shall be kept solely upon the Lots of the Owner thereof;

Section 4.21 No burning of trash and no accumulation or storage of litter, new or used building materials, or trash of any kind, shall be permitted on any Lot;

Section 4.22 No junk or inoperable vehicle, boat, mobile home, trailer, truck, commercial vehicle, camp truck, house trailer, travel trailer, camper, boat trailer, recreational vehicles or the like, shall be parked upon any lot unless they are garaged so as not to be visible from any street or road. However, a boat may be stored in the rear yard of a Lot if it is screened sufficiently to conceal all parts of the boat from the view of persons standing on the common driveway, or on an adjacent Lot at

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TOT

Section 4.24 No trees with a diameter greater than fourteen inches (14") two feet (2') from ground level shall be removed from any Lot without the prior written approval of the Declarant;

Section 4.25 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 change or retard the direction or flow of any drainage channels;

Section 4.26 All outdoor clotheslines and clothes trees shall be prohibited;

Section 4.27 Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible; and

Section 4.28 No outside solar energy equipment or devices, television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be erected or maintained upon any Lot or dwelling without the prior written consent of the Declarant.

ARTICLE FIVE

GENERAL PROVISIONS

Section 5.1 The Declarant, his assignee, and each and every Lot Owner shall have the right to enforce, by an appropriate proceeding, at law or in equity, all restrictions, conditions and covenants, now or hereafter imposed by the provisions of this Declaration. Failure by any such party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Furthermore, any such party to a proceeding, who succeeds in enforcing this Declaration, or in enjoining the violation of this Declaration, against another Lot Owner may be awarded any and all relief available, including specific performance and damages, as well as reasonable attorneys' fees, litigation expenses, and court costs against such non-complying Lot Owner. Said sums shall be in an amount set by the Court, and shall create a lien upon the Owner's Lot, which lien shall be enforceable pursuant to the Maryland Contract Lien Act, Md. Real Prop. Code Ann., Section 14-201, et seq., as amended from time to time;

Section 5.2 Invalidation of any one or any part of this Declaration by judgment or court order shall in no way affect any other provision of this Declaration, which shall remain in full force and effect;

Section 5.3 Each Grantee accepting a Deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these Restrictions, nevertheless shall be bound by them. In addition, each such Grantee covenants for himself, his personal representatives, successors and assigns to observe, perform and to be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of any interest in any real property subject to this Declaration;

Section 5.4 The covenants and the restrictions of this Declaration shall run with and bind the land, for a term of twenty

time the said covenants and restrictions shall automatically be extended for successive terms of five (5) years each. This Declaration may be amended by an instrument signed by 100% of the Owners of all of the Lots. Promptly after its execution, any such amendment must be recorded in the Land Records of Harford County and shall take effect immediately upon recordation;

Section 5.5 The Declarant hereby reserves unto itself the right to relocate lot lines affecting any Lots. Furthermore, the Declarant reserves the right, in its sole discretion and judgment, to waive such portion of the restrictive covenants applicable to any of the Lots as it deems necessary in the best interest of the development; and

Section 5.6 Throughout this Declaration, the masculine gender shall be deemed to include the feminine, the singular the plural, and vice versa.

IN WITNESS WHEREOF, the Declarant hereto has set his hand and seal as and for the day and year first above written.

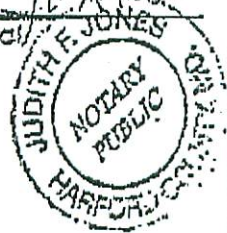
WITNESS:

T. Carroll Brown *Sydney D. Peverley, Jr.* (SEAL)
SYDNEY D. PEVERLEY, JR.

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY, that on this 17th day of April, 1995, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SYDNEY D. PEVERLEY, JR., as Declarant, and he acknowledged the foregoing Declaration to be his act.

AS WITNESS my hand and Notarial Seal.

Judith F. Jones
Notary Public


My Commission Expires:

9-21-96

CERTIFICATION

I HEREBY CERTIFY that, pursuant to the provisions of Section 3-104 of the Real Property Article of the Annotated Code of Maryland, as amended, the within instrument was prepared by the undersigned Maryland attorney, who is admitted to practice before the Court of Appeals of Maryland.

T. Carroll Brown
T. Carroll Brown, Esquire
200 South Main Street
Bel Air, Maryland 21014
Telephone: 838-5500/879-2220

PLEASE RETURN TO:

T. Carroll Brown, Esquire
200 South Main Street
Bel Air, Maryland 21014

JONES WELL DRILLING, INC.
 3700 RUSH ROAD
 JARRETTSVILLE, MD 21084
 (410) 692-6981

Date Test Completed: 10-08-98

Page: 1

Well Depth: 200

Initials: BK

Permit No: HA-94-2574

Subdivision: PEVERLEYS OVERLOOK

Section: Lot: 3

Road: 1189 SHUCKS RD.

District:

	Time	Water Level Feet	Time to Fill 5-Gallon Bucket Seconds	Gallons Per Minute
1	1:15	33	20	15.00
2	1:30	53	20	15.00
3	1:45	53	20	15.00
4	2:00	53	20	15.00
5	2:15	54	20	15.00
6	2:30	54	20	15.00
7	2:45	54	20	15.00
8	3:00	54	20	15.00
9	3:15	54	20	15.00
10	3:30	54	20	15.00
11	3:45	54	20	15.00
12	4:00	54	20	15.00
13	4:15	54	20	15.00
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