

IN THE CIRCUIT COURT FOR
WASHINGTON COUNTY, MARYLAND

Blue Mountain Group, LLC
C/o Lewis McDaniels, LLC
50 Citizens Way
Ste. 305
Frederick, MD 21701,

Plaintiff,

vs.

SC Development Corp., Inc.,
Serve: James C. Oliver, Resident
Agent
300 E Lombard St.
Baltimore, MD 21202,

Washington County, Maryland,
Serve: Kirk C. Downey, County
Attorney
100 W Washington St.
Ste. 1101
Hagerstown, MD 21740,

Any and all unknown owners of the
property and premises situate in
Washington County, Maryland,
described as PARCEL B 0.993 AC
HAVEN ROAD WOODLANDS
NORTH and being identified on the
Tax Roll as Parcel ID: 21-025119, and
which may be known as Vacant lot on
Haven Rd., Hagerstown, MD 21740,
the unknown owner's heirs, devisees,
and personal representatives and their
or any of their heirs, devisees,
executors, administrators, grantees,
assigns, or successors in right, title and
interest,

and

C-21-CV-22-000514

Case No. _____

Any and all persons that have or claim to have any interest in the property and premises situate in Washington County, Maryland, described as PARCEL B 0.993 AC HAVEN ROAD WOODLANDS NORTH and being identified on the Tax Roll as Parcel ID: 21-025119, and which may be known as Vacant lot on Haven Rd., Hagerstown, MD 21740,

Defendants.

COMPLAINT TO FORECLOSE RIGHTS OF REDEMPTION

The complaint of the Plaintiff, Blue Mountain Group, LLC, by and through the undersigned counsel, respectfully represents unto this Honorable Court the following:

1. That the Treasurer and/or Director of Finance and Collector of State and County Taxes for Washington County, Maryland, sold by issuance of a Certificate of Tax Sale at public auction, the herein described property, in conformity with the authority conferred by Chapter 761 of the Acts of the General assembly of Maryland 1943, and by the Acts amendatory thereof.

2. That the description of the property in substantially the same form as the description appearing on the Tax Sale Certificate and the Treasurer's and/or Director's tax roll is: situate in Washington County, Maryland, described as PARCEL B 0.993 AC HAVEN ROAD WOODLANDS NORTH and being identified on the Tax Roll as Parcel ID: 21-025119, and which may be known as Vacant lot on Haven Rd., Hagerstown, MD 21740.

3. That a photocopy of the original Certificate of Tax Sale that forms the basis of this complaint is attached hereto as Exhibit “A” and by reference is incorporated herein.

4. That the Plaintiff is the holder of the Certificate of Tax Sale referenced above, either by direct purchase at the above-noted tax sale, or by virtue of assignment.

5. That a search and examination of the Land Records of Washington County, Maryland, and Records of the Register of Wills for Washington County, Maryland, and of the Circuit Court for Washington County, Maryland, has been made for more than forty years last past and said search revealed that the fee simple title or other legal interest to said property was vested in Defendants at the time of the aforementioned Tax Sale, as shown in the Affidavit of Title Search and Title Report, filed herewith, and made a part hereto, as Exhibits “B” and “C,” respectively.

6. That Defendants are the title owner(s) of record of the Property, or are parties having a recorded interest in the Property and are required to be named as Defendants in accordance with Md. Code Ann., Tax–Prop. § 14-836, and Washington County, Maryland, is a required Defendant as the statutory authority charged by law to collect taxes.

7. No party in interest having redeemed the Certificate, there is now due on said Certificate the sum of \$25,125.44, which was the original amount due for unpaid taxes and costs, and, in addition, interest thereon at the statutory rate; court costs and attorney’s fees, said amounts shall comply with Md. Code Ann., Tax–Prop.

§ 14-833(a-1)(3); and all expenses as allowed by Md. Code Ann., Tax–Prop. §§ 14-828, 843, as amended.

8. That two (2) separate pre-suit notices of the tax sale have been sent to the required Interested Parties pursuant to Md. Code Ann., Tax–Prop. § 14-833. The first notice was sent by Certified Mail in an envelope prominently marked on the outside with the phrase “NOTICE OF DELINQUENT PROPERTY TAX.” The second notice was mailed not less than thirty (30) days prior to filing this complaint and was mailed via Certified Mail in an envelope prominently marked on the outside with the phrase “NOTICE OF DELINQUENT PROPERTY TAX.” See Exhibit “D.”

9. That this proceeding to foreclose the right of redemption is brought within two (2) years from the date of the issuance of the aforesaid Tax Sale Certificate, and although more than six (6) months from the date of sale of said property have expired, and more than two (2) months from the date that the first of the two (2) separate pre-suit notices of the tax sale was sent to each required interested party have expired, the property has not been redeemed by any party in interest.

WHEREFORE, FOR THE REASONS STATED ABOVE, Plaintiff prays:

A. That this Court enter a final judgment foreclosing all rights of redemption of the Defendants and of all persons having or claiming to have any interest in and to the property herein described;

B. That this Court enter a final judgment vesting the Plaintiff with an absolute and indefeasible title, in fee simple or leasehold, as appropriate, in and to the property herein described and referred to, and barring all rights of redemption,

and foreclosing all prior or subsequent alienations and descents of the said property herein described and all encumbrances thereon, except taxes accrued and other municipal liens levied subsequent to the date of the tax sale, and easements of record or any other easement that may be observed by an inspection of the property to which the property is subject;

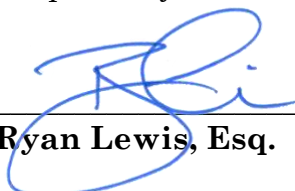
C. That this Court issue a Writ of Possession under the provisions of Md. Code Ann., Tax-Prop. § 14-850.

D. That this Court issue writs of summons to all Defendants at their residences, home address, or places of business as listed herein commanding them to appear in Court on some day certain to be named therein and answer this Complaint or redeem the property, and abide by and perform such judgment or order as may be entered herein, and warning the Defendants that in case of failure to do so, a final judgment will be entered foreclosing all rights of redemption in and as to the said property; and

E. That this Court issue an Order of Publication to be published in a newspaper having general circulation in Washington County, Maryland, once a week for three (3) consecutive weeks, to provide notice of these proceedings to all Defendants pursuant to the provisions of Md. Code Ann., Tax-Prop. § 14-840.

F. That the Plaintiff may have such other and further relief as the nature of this case may require, in order to quiet title.

Respectfully submitted,



Ryan Lewis, Esq.

AIS No.: 1112140177
ryan@lewismcdaniels.com
Nicholas R. McDaniels, Esq.
AIS No.: 1512160102
nick@lewismcdaniels.com
LewisMcDaniels
50 Citizens Way, Ste. 305
Frederick, MD 21701
Tel. (301) 818-0405
Fax (301) 818-0221

Attorneys for Plaintiff



Washington County

MARYLAND

TREASURER'S OFFICE
Washington County Office Building

Certificate No: 2022108

Parcel No: 21025119

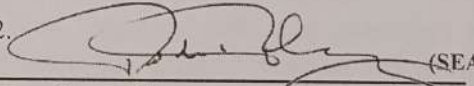
Certificate of Tax Sale

I, Todd L. Hershey, Collector of Taxes for the State of Maryland and the County of Washington, certify that on the 7th day of June, 2022, I sold to Blue Mountain Group, LLC, at public auction, for the sum of \$25,125.44, of which sum \$25,125.44 has been paid, the property in Election District 21, Washington County, Maryland, described as PARCEL B 0.993 AC HAVEN ROAD, and assessed in Account No. 21025119 to SC DEVELOPMENT CORP.

The sum paid is the total amount of taxes due on the property at the time of the sale, together with interest, penalties and expenses incurred in making the sale. The property described in this certificate is subject to redemption. On redemption, the holder of this certificate will be refunded the sums paid, on account, of the purchase price together with interest at the rate of 6% a year from the date of payment to the date of redemption (except as stated in subsection [b] of 14-820 of the Tax Property Article of the Annotated Code of Maryland), together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts that amend that chapter. The balance due on account of the purchase price and all taxes, together with interest and penalties on the taxes accruing after the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser.

After December 7, 2022, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two (2) years from the date of this certificate.

WITNESS my hand and seal, this 7th day of June, 2022.

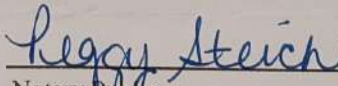

Todd L. Hershey, County Treasurer

(SEAL)

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

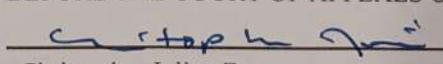
I HEREBY CERTIFY, that on this 7th day of June, 2022, before me, a Notary Public in and for the State and County aforesaid, personally appeared Todd L. Hershey, Collector of Taxes for the State of Maryland and the County Treasurer for Washington County, who did acknowledge that he executed the foregoing Certificate for the purposes therein contained..

WITNESS my hand and official Notarial Seal.


Notary Public

PEGGY STEICH
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES 7/08/2023

THIS IS TO CERTIFY THAT THE WITHIN AND AFOREGOING INSTRUMENT WAS PREPARED BY OR UNDER THE SUPERVISION OF THE UNDERSIGNED, CHRISTOPHER JOLIET, ESQ., AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.


Christopher Joliet, Esq.

35 West Washington Street, Suite 102 | Hagerstown, MD 21740-4868 | P: 240.313.2110
F: 240.313.2111 | Email: treasurer3@washco-md.net | TDD: 711

WWW.WASHCO-MD.NET



AFFIDAVIT OF TITLE SEARCH

Property Address: Vacant lot on Haven Rd., Hagerstown, MD 21740


Tax Account ID: 21-025119

I, Ryan Lewis, hereby certify:

That I am over the age of 18 and that shortly before the filing of the Complaint, and in compliance with Md. Code Ann., Tax-Prop. § 14-838 and Maryland Rule 14-502, I personally conducted a title examination for the above-identified property, which included the review of a complete search of the Land Records of Washington County, Maryland, the Circuit Court for Washington County, Maryland, and the Register of Wills for Washington County, Maryland, in accordance with generally accepted standards of title examination for the period of at least forty (40) years.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this affidavit are true.

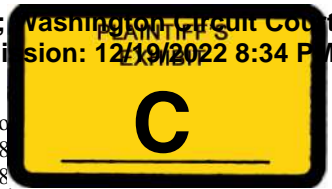
December 19, 2022
Date



Ryan Lewis, Esq.
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ryan@lewismcdaniels.com
LewisMcDaniels
50 Citizens Way, Ste. 305
Frederick, MD 21701
Tel. (301) 818-0405
Fax (301) 818-0221



E-mail: info@pro
Phone: (888)
Fax: (888)



Order# 935950

Reference No: Deed Ref: 750/108

Property and Ownership Information			
Name	SC Development Corp. Inc., a Maryland Corporation	Completed Date	10/17/2022
		Index Date	09/30/2022
Property Address	Vacant lot on Haven Rd., Hagerstown, MD 21740	Report Type	Full (Two Owner) Search
APN# / Parcel # / PIN#	21-025119	County	Washington
Title Defect Category	Title Requirement Notice - Not located in PUD, map attached.		
Alert Note:	FEE SIMPLE		

Vesting Information			
Grantee(s)/Deed Owner	SC Development Corp. Inc., a Maryland Corporation	Deed Date	08/29/1983
Grantor / Prior Owner	Norman R. Sandler and Marilyn R. Sandler, his wife, and Ollen O. Craig and Lillian S. Craig, his wife	Recorded Date	09/07/1983
Instrument#		Book#	750
Consideration (\$)		Page#	108
Sale Price(\$)		Deed Type	Deed
Notes			

Chain Of Title 1			
Grantee(s)/Deed Owner	NORMAN R. SANDLER and MARILYN R. SANDLER, his wife, an undivided sixty (60%) percent interest, and OLLEN O. CRAIG and LILLIAN S. CRAIG, his wife, an undivided forty (40%) percent interest, said interest to be held as tenants in common	Deed Date	06/13/1979
Grantor / Prior Owner	THOMAS H. SHANK and ROGER L. FIERY, JR.	Recorded Date	06/14/1979
Instrument#		Book#	683
Consideration (\$)		Page#	496
Sale Price(\$)		Deed Type	Deed
Notes			

Open Mortgages Information
No open mortgages found.

Active Judgments and Liens
No active judgments or liens found.

Tax Status: To Follow

This title report was performed in accordance with generally accepted standards. ProTitleUSA does not guarantee the completeness, currency or accuracy of this report and will not assume responsibilities for misrepresented information due to clerical indexing errors such as but not limited to misspellings and inaccurate property descriptions. ProTitleUSA is not liable for any loss resulting from or caused by information data sources such as Treasurers, Records, County Clerks, Township Officials, Collection Attorneys and similar entities. This report is a search to reflect the recorded information of public record at the county level. It does not include any matters related to information held at the township level, unless specifically ordered. ProTitleUSA is not responsible for reporting items that are outside of the scope of the search. This report is for informational purposes only.

Property Tax Status						
Tax Year	Jurisdiction	Installment	Property Tax Status	Date (Due Paid)	Good Through	Amount(\$)
Parcel # 21-025119						
Tax Status Disclaimer						
Please note that ProTitleUSA has made every effort to ensure the accuracy of this tax information. With that said, ProTitleUSA will not assume responsibility for any inaccuracies in the tax reporting as collecting agencies continually modify and update their records. If at any time it appears that a tax amount has been adjusted, please contact us immediately so we can investigate and update our records accordingly. Exact charges and figures depend on many factors which can be detailed by local officials. The tax information contained within this report was the most accurate information available at the time the search was completed. This data will not appear on any title policy as this is solely for informational purposes.						

Property Tax Assessment				
Parcel #	21-025119	Annual Tax Amount		
Legal Description				
Tax Year	Land Value(\$)	Improvements(\$)	Home Exemp(\$)	Total Assessed(\$)
2022				194,600.00

Additional Information
HOA Name:
1. DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS, DATED 05/17/1984 AND RECORDED ON 05/17/1984 IN BOOK 763 AND PAGE 156 2. AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS, DATED 06/08/1988 AND RECORDED ON 06/15/1988 IN BOOK 879 AND PAGE 482 3. AGREEMENT TO TERMINATE THE DEVELOPMENT PERIOD, DATED 04/27/1989 AND RECORDED ON 05/09/1989 IN BOOK 914 AND PAGE 79 4. RIGHT OF WAY, DATED 11/24/1983 AND RECORDED ON 10/29/1984 IN BOOK 773 AND PAGE 276

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View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier:		District - 21 Account Number - 025119
Owner Information		
Owner Name:	SC DEVELOPMENT CORP	Use: RESIDENTIAL
Mailing Address:	122 HUMP RD HAGERSTOWN MD 21740-5136	Principal Residence: NO
		Deed Reference: /00750/ 00108
Location & Structure Information		
Premises Address:	HAVEN RD HAGERSTOWN 21740-0000	Legal Description: PARCEL B 0.993 AC HAVEN ROAD WOODLANDS NORTH
Map: 0300	Grid: 0021	Parcel: 1531
Neighborhood: 21020398.22	Subdivision: 0157	Section:
Block:	Lot: B	Assessment Year: 2023
Plat No: 1838	Plat Ref:	
Town: HAGERSTOWN		
Primary Structure Built	Above Grade Living Area	Finished Basement Area
		Property Land Area 0.9900 AC
County Use		
Stories	Basement	Type
		Exterior
		Quality
		Full/Half Bath
		Garage
		Last Notice of Major Improvements
Value Information		
	Base Value	Value
		Phase-in Assessments
		As of
		As of
		As of
Land:	194,000	194,000
Improvements	0	0
Total:	194,000	194,000
Preferential Land:	0	194,000
Transfer Information		
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2022
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		Date:



Real Estate Property Tax

Parcel is in tax sale

Newer unpaid bill(s) exist for this parcel.

View Bill		View bill image
As of	10/11/2022	
Bill Year	2019	
Bill	43741	
Owner	SC DEVELOPMENT CORP	
Parcel ID	21025119	

View payments/adjustments						
Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	9/30/2018	\$1,813.90	\$1,813.90	\$0.00	\$0.00	\$0.00
Interest			\$816.26			\$0.00
TOTAL		\$1,813.90	\$2,630.16	\$0.00	\$0.00	\$0.00

Washington County, MD

Real Estate Property Tax Bill

07/01/2018 to 06/30/2019



Parcel ID No.	FY	Customer No.	Bill No.
21-025119	2019	87794	43741

Property Description
 PARCEL B 0.993 AC
 HAVEN ROAD
 WOODLANDS NORTH
 NOT A PRINCIPAL RESIDENCE

Map: 0300
 Parcel: 1531
 Liber: 750
 Folio: 108
 Jurisdiction: 030

SC DEVELOPMENT CORP
 122 HUMP RD
 HAGERSTOWN, MD 21740-5136

Charges	Assessment	Rate	Amount
RE STATE TAX	194,000	.112000	217.28
RE COUNTY TAX DIFFER	194,000	.823000	1,596.62
TOTAL TAX			1,813.90
TOTAL DUE			1,813.90

See below for actual payment amount due.

Interest applies Oct 1st rate of 1% per month.
 Amount based on per \$100 of Assessment.
 Constant Yield Rate =.941

Keep this copy for your records.



Parcel ID No.	FY	Customer No.	Bill No.
21-025119	2019	87794	43741

Your cancelled check is your receipt.
 Enclose self-addressed stamped envelope for copy of receipt.

☐ Check here if requesting address correction.
 Please make changes on address below.

Make checks payable to: Washington County Treasurer, and mail to address below.

SC DEVELOPMENT CORP
 122 HUMP RD
 HAGERSTOWN, MD 21740-5136

Washington County Treasurer's Office
 35 West Washington Street, Suite 102
 Hagerstown, MD 21740-4868

Return this coupon with your payment



Parcel ID No.	FY	Customer No.	Bill No.
21-025119	2019	87794	43741

Your cancelled check is your receipt.
 Enclose self-addressed stamped envelope for copy of receipt.

☐ Check here if requesting address correction.
 Please make changes on address below.

Make checks payable to: Washington County Treasurer, and mail to address below.

SC DEVELOPMENT CORP
 122 HUMP RD
 HAGERSTOWN, MD 21740-5136

Washington County Treasurer's Office
 35 West Washington Street, Suite 102
 Hagerstown, MD 21740-4868

Annual Payment Amount Due	
Remit this amount if paid in:	
Jul	1,805.92
Aug	1,813.90
Sep	1,813.90
Oct	1,832.04
Nov	1,850.18
Dec	1,868.32

20820198000437418000018139060000000000

Received for Record September 7th, 1983
At 12:29 P.M. LIBER 750

SEP-7-83B= 11730 ***1,900.00
SEP-7-83B= 11729 ***1,672.00
SEP-7-83B= 11728 *****15.00

THIS DEED, Made this 29 day of August, 1983, by Norman R. Sandler and Marilyn R. Sandler, his wife, and Ollen O. Craig and Lillian S. Craig, his wife, of Washington County, Maryland.

W I T N E S S E T H:

That for and in consideration of the sum of Three Hundred Eighty Thousand Dollars (\$380,000.00) and other good and valuable considerations the receipt of which is hereby acknowledged, we the said Norman R. Sandler and Marilyn R. Sandler, his wife, and Ollen O. Craig and Lillian S. Craig, his wife, do hereby grant and convey unto SC Development Corp. Inc., a Maryland Corporation, all the tract of land situate at the west end of Kensington Drive and along the west side of the proposed right-of-way of Haven Road in Hagerstown, Washington County, Maryland, and being more particularly described as follows: Beginning at an iron pipe having Maryland Grid Coordinates North 669877.510 East 593385.710 standing at the northwest corner of a parcel of land described in a deed from Thomas H. Shank and Roger L. Fiery, Jr., to Norman R. Sandler and Marilyn R. Sandler, his wife, and Ollen O. Craig and Lillian S. Craig, his wife, dated June 13, 1979 and recorded in Liber 685, Folio 496 among the Land Records of Washington County, Maryland, thence binding on the lands now or formerly owned by Dewey Jordan, Inc. (L. 695, F. 124) and being the corporate boundary line of the City of Hagerstown, South 72° 24' 27" East 534.48 feet to a point in the west right-of-way line of the proposed Haven Road, thence running with said right-of-way line the two (2) following courses and distances, the first being a curve to the left having a radius of 590.00', an arc length of 168.80', and a chord bearing and distance of South 04° 47' 23" West 168.22 feet to a point, thence South 03° 24' 24" East 455.65 feet to a point, thence running across Haven Road proposed and binding on Lot 1, Block "A" of Hyde Park South 27° 31' 22" East 604.64 feet to an iron pipe at the northwest corner of Lot 24 of Greystone Manor (Plat Folio 363-B), thence binding on Lots 18-20 of Greystone Manor South 62° 55' 21" West 369.06 feet to a point in the east right-of-way line of Conrail Railroad, thence running with said right-of-way line the two (2) following courses and distances, North 28° 46' 08" West 516.23 feet to a point, thence North 29° 33' 08" West 719.42 feet to an iron pipe, thence leaving the Railroad right-of-way and running with the corporate boundary of the City of Hagerstown and binding on the lands now or formerly owned by Dewey Jordan, Inc., (L. 695, F. 124) the two (2) following courses and distances North 17° 35' 33" East 30.01 feet to city stone "B", thence continuing in a straight line North 17° 35' 33" East 400.00 feet to the point of beginning. Containing 15.092 acres of land more or less. Being the remaining portion of the lands conveyed by Thomas H. Shank and Roger L. Fiery, Jr., to Norman R. Sandler and Marilyn R. Sandler, his wife, and Ollen O. Craig and Lillian S. Craig, his wife, by deed dated June 13, 1979 and recorded in Liber 683, Folio 496 among the land records of Washington County, Maryland.

The tract of land herein conveyed is more particularly shown as Lot 2 on a Plat of Hyde Park recorded among the Land Records of Washington/as Plat No. 1448.
County

The Grantors herein convey to the Grantee all their right, title and interest in the 60 foot wide right-of-way described in the aforesaid deed, said right-of-way being on Kensington Drive from Outer Drive to Haven Road and also the right-of-way across the extension of Haven Road Extended as shown on the above referred-to Plat.

The land is conveyed subject to all conditions, restrictions and reservations of record.

MAILED TO GRANTEE SEP 19 1983

Rt. 1 Box F
Pikesville, Md. 21779

And we, the said Norman R. Sandler and Marilyn R. Sandler, his wife, and Ollen O. Craig and Lillian S. Craig, his wife, do hereby covenant that we will warrant generally the property hereby conveyed, except as to the aforementioned conditions, restrictions, notations, reservations, rights-of-way, easements and dedications, and that we will execute such other and further assurances as may be requisite and necessary.

WITNESS our hands and seals.

WITNESS:

Dickie K. Smith Norman R. Sandler (SEAL)
Norman R. Sandler

Dickie K. Smith Marilyn R. Sandler (SEAL)
Marilyn R. Sandler

Dickie K. Smith Ollen O. Craig (SEAL)
Ollen O. Craig

Dickie K. Smith Lillian S. Craig (SEAL)
Lillian S. Craig

STATE OF MARYLAND, COUNTY OF WASHINGTON, To-wit:

I HEREBY CERTIFY, that on this 29th day of August, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Norman R. Sandler and Marilyn R. Sandler, his wife, and Ollen O. Craig and Lillian S. Craig, his wife and acknowledged the foregoing deed to be their act and deed.

WITNESS, my hand and Official Notarial Seal.



Dickie K. Smith
Notary Public

My Commission Expires: 8/1/86

AGRICULTURE TAX \$ N/A
M. M. M. M. M. CLERK

TAXES PAID 9/1/83 MD PROPERTY TRANSFERRED
SUPERVISOR OF ASSESSMENTS
HARRY A. SNOOK, TREASURER Dr. H. H. H. H. CLERK

RECORDED TO GRANT 16/22/79

496

16 14 79 A 18686 ***060.7

16 14 79 A 18685 ***935.0

Received for Record June 14, 1979

at 10:15 o'clock A.M.

Liber #683

THIS DEED, Made this 13th day of June, 1979, by THOMAS H. SHANK and ROGER L. FIERY, JR., of Washington County, State of Maryland;

W I T N E S S E T H:

That for and in consideration of the sum of Two Hundred Twelve Thousand One Hundred Forty (\$212,140.00) Dollars, the receipt of which is hereby acknowledged, we, the said THOMAS H. SHANK and ROGER L. FIERY, JR., do hereby grant and convey unto NORMAN R. SANDLER and MARILYN R. SANDLER, his wife, an undivided sixty (60%) percent interest, and OLLEN O. CRAIG and LILLIAN S. CRAIG, his wife, an undivided forty (40%) percent interest, said interests to be held as tenants in common, all the following described real property, together with all rights, ways, easements, privileges, and appurtenances thereunto belonging, or in anywise appertaining, and described as all that lot or parcel of land situate, lying, and being in the City of Hagerstown, Washington County, Maryland, and being more particularly described as follows:

Beginning for the same at the Southwesterly corner of Lot 18, Block "A", as shown on a Plat entitled Greystone Manor, and recorded among the Plat Records of the Office of the Clerk of the Circuit Court for Washington County, Maryland, at Page 363B, thence running with the Easterly line of the Pennsylvania Railroad right of way North 29 degrees 24 minutes 06 seconds West 516.23 feet; North 30 degrees 11 minutes 06 seconds West 719.42 feet, thence leaving the said right of way line and running with the City of Hagerstown corporate boundary; North 17 degrees 02 minutes 01 seconds East 431.38 feet and South 72 degrees 57 minutes 59 seconds East 1523.71 feet to a point in the third line of Parcel One as described in Liber 416, folio 256, and running with a part of the said third line; reversely, South 53 degrees 57 minutes 30 seconds East 64.55 feet to the end of the said third line; thence running with the Westerly outlines of the aforesaid Plat of Greystone Manor; South 46 degrees 06 minutes 30 seconds West 384.06 feet; South 38 degrees 19 minutes 05 seconds West 51.59 feet; South 50 degrees 52 minutes 48 seconds West 135.04 feet; North 66 degrees 22 minutes 14 seconds West 44.01 feet; South 28 degrees 01 minutes 38 seconds West 148.97 feet; South 39 degrees 26 minutes 58 seconds West 226.63 feet; South 10 degrees 01 minutes 49 seconds West 149.28 feet; South 62 degrees 17 minutes 19 seconds West 369.06 feet to the place of beginning, containing 1,232,107 square feet or 28.2853 acres of land, more or less; and being the same property conveyed by Linganore Contracting, Inc., to Thomas H. Shank and Roger L. Fiery, Jr., by deed dated January 28, 1977, and recorded among the Land Records of Washington County, Maryland, in Liber 629, folio 820.

The above parcel of real property is conveyed subject to all roads, rights of way, easements, conditions, limitations, and restrictions of record which are applicable thereto.

And we, the said Thomas H. Shank and Roger L. Fiery, Jr., do hereby covenant that we will warrant generally the property hereby conveyed, except as to the aforesaid rights of way,

JOHN A. LATIMER, JR.
ATTORNEY AT LAW
HAGERSTOWN, MD.

B+1 Box 321 Hagerstown, MD

easements, conditions, restrictions, and limitations, and that we will execute such other and further assurances as may be requisite and necessary.

WITNESS our hands and seals.

WITNESS:

Thomas H. Shank (SEAL)
Thomas H. Shank

Dick S. Keller Roger L. Fiery, Jr. (SEAL)
Roger L. Fiery, Jr.

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, That on this 13th day of June, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas H. Shank and Roger L. Fiery, Jr., and acknowledged the foregoing deed to be their act and deed.

WITNESS my hand and Official Notarial Seal.

Dick S. Keller
Notary Public

My Commission expires:
July 1, 1982

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RECORD 131.00
TOL 131.00
CASH 150.00
A 9796 CNG 19.00
01984 5-17A11:27

WOODLANDS NORTH

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

THIS DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS, made this 17th day of May, 1984, by SC DEVELOPMENT CORP., INC., a corporation organized and existing under the law of Maryland having an address at Box F, Rohrerstown, Maryland 21779 (hereinafter referred to as "the Developer"),

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land, situate and lying in the City of Hagerstown, County of Washington, State of Maryland, which is hereinafter described and which has been subdivided into the lots and common areas which are hereinafter referred to, together with the improvements thereon and the appurtenances thereto; and

WHEREAS, the Mayor and City Council of the City of Hagerstown have approved a Planned Unit Development concept for such Land pursuant to Ordinance No. 1983-8 adopted March 8, 1983 (hereinafter referred to as "the PUD Ordinance"); and

WHEREAS the Developer intends to create on such land a residential community with appurtenant commercial facilities consisting of such residential lots, a commercial lot and common areas and intends by this Declaration to provide for the preservation of such community's values and amenities and the maintenance of such lots and common areas all in accordance with the PUD Ordinance; and

WHEREAS, to further such purposes, the Developer (1) intends by this Declaration to subject such residential lots and common areas, together with the improvements thereon and the appurtenances thereto, to certain covenants, easements, charges and liens, and (2) has caused to be incorporated a non-stock corporation to which are to be delegated the powers and duties of assessing, collecting and applying all of the charges imposed by the provisions of this Declaration, maintaining and operating such common areas, and administering and enforcing such covenants, easements, charges and liens; and

WHEREAS the Developer desires to reserve the right hereafter to subject additional land, together with the improvements thereon and the appurtenances thereto, to the operation and effect of this Declaration, thereby expanding the land, improvements and appurtenances which are hereby subjected thereto,

NOW, THEREFORE, the Developer hereby subjects to the operation and effect of the provisions of this Declaration all of that land, situate and lying in the said County, the outlines of which is labeled "Block 2,"

*Del To: Norman R. Jordan 5/31/84
S.C.D. Corp. Inc.*

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(hereinafter referred to as "the Community") on that certain plat (consisting of five (5) sheets) prepared by Fox & Associates, Inc., entitled "Woodlands North, A Cluster Community", dated February, 1984), and intended to be recorded among the Land Records of the said County simultaneously with the recordation thereamong of this Declaration,

SUBJECT TO the operation and effect of any and all instruments and matters of record.

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions.

1.1. As used in the provisions of this Declaration, the following terms have the meanings hereinafter ascribed to them:

1.1.1. "the Board of Directors" means the board of directors of the Association.

1.1.2. "the By-Laws" means the by-laws of the Association, as from time to time amended.

1.1.3. "the City" means the City of Hagerstown.

1.1.4. "Class A Membership" means all of the Class A Members.

1.1.5. "Class B Membership" means all of the Class B Members.

1.1.6. "the Code" means the Annotated Code of Maryland, as from time to time amended.

1.1.7. "Commercial Lot" means all of that land situate and lying in the said County, the outlines of which are labeled "Block 6" on the Community Plat.

1.1.8. "the Community Plat" means the plat referred to hereinabove, together with any amendatory plat thereto.

1.1.9. "Contract Purchaser" means any person who enters into a contract (other than a land installment contract) which, at the time in question, entitles such person to purchase a Lot and the improvements thereon, but who does not hold the legal title of record to such Lot.

1.1.10. "the County" means Washington County.

1.1.11. "Dedicated Roadway" means each portion of the Community (a) which, by the Community Plat or

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otherwise, is or has been dedicated to the City or another governmental body for public use as a roadway, and (b) such dedication of which has been accepted by such entity.

1.1.12. "the Developer" means (a) the person hereinabove named as such, (b) such person's successors, (c) each person to whom such named person or any other person who is the Developer expressly assigns its rights as the Developer hereunder in the manner set forth in the provisions of subsection 11.2, and (d) each such assignee's heirs, personal representatives and successors; provided, that no Owner, Mortgagee, Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed to be the Developer.

1.1.13. "Dwelling" means a "dwelling", as that term is defined by the provisions of Section 68-38 of the Zoning Ordinance, City of Hagerstown.

1.1.14. "the Land Records" means the Land Records of the County.

1.1.15. "Lessee" means any lessee or sub-lessee of a Lot from the Developer or another Owner or person.

1.1.16. "Mortgage" means any recorded mortgage, deed of trust or other security instrument encumbering any Lot or any or all of the Commons.

1.1.17. "Mortgagee" means the person secured by a Mortgage.

1.1.18. "Mortgagee in Possession" means any person who is either (a) a Mortgagee which has possession of a Lot as a result of a default under a Mortgage held by such person, or (b) the Owner of a Lot as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either through a foreclosure proceeding under a Mortgage securing such person and covering such Lot, or in lieu of such foreclosure proceeding.

1.1.19. "Mortgagor" means the Owner of a Lot, the title to which is encumbered by a Mortgage.

1.1.20. "Owner" means any person or combination of persons (including, by way of example rather than of limitation, the Developer who (a) holds the legal title to a Lot under a recorded deed or other recorded instrument, or (b) is the purchaser of a Lot under a recorded land installment contract; provided, that (a) no Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed an Owner; and (b) no Mortgagee shall be deemed the Owner of a Lot unless and until it acquires of record the Mortgagor's equity of redemption therein.

1.1.21. "person" means any natural person, trustee, corporation, partnership or other legal entity.

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1.1.22. "Recreational Vehicle Area" shall mean that portion of the Commons described as such on the Community Plat.

1.1.23. "Structure" has the meaning ascribed to it by the provisions of Section 68-38 of the Zoning Ordinance, City of Hagerstown.

1.1.24. "Use" has the meaning ascribed to it by the provisions of Section 68-38 of the Zoning Ordinance, City of Hagerstown; provided, that without limiting the generality of the foregoing provisions of this sentence, (a) any activity or purpose deemed by any governmental authority charged with enforcing such regulations to be a "use" for purposes of such regulations, and (b) any purpose for which any Structure or land is used or occupied, and (c) any activity, occupation, business or operation carried on in a Structure or on any land, shall be deemed a "Use".

1.2. Any other term to which meaning is specifically ascribed by any provision of this Declaration shall for purposes of this Declaration have such meaning.

Section 2. Name. The Community shall be known as "Woodlands North".

Section 3. Lots, Commons and Dedicated Roadways.

3.1. The Community shall be comprised of (a) all of those areas referred to in the provisions of subsection 3.2 (each of which is hereinafter referred to as a "Lot"), (b) all of those areas referred to in the provisions of subsection 3.3 (hereinafter referred to collectively as "the Commons"), and (c) all Dedicated Roadways.

3.2. Lots.

3.2.1. Number of Lots.

(a) So long as the Community has not been expanded pursuant to the provisions of Section 10, the Community shall contain twenty-four (24) Lots.

(b) From and after any such expansion, and until any further such expansion, the Community shall contain that number of Lots equalling the total of (i) the number of Lots contained therein immediately before such expansion, and (ii) the number of lots contained within the land thereby added to the Community (as set forth on such subdivision or other plat as is recorded among the Land Records in connection with such expansion or the subdivision of such land), and designated as Lots in the amendatory instrument by which, pursuant to such provisions, such expansion is effected.

3.2.2. Location of Lots. The location, dimensions and configuration of each Lot are shown on the Community Plat.

3.2.3. Designation of Lots. Each Lot shall have and be known by a number corresponding to the number shown with respect to it on the Community Plat, except the

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Commercial Lot, which, when added to the Community, shall be known as the Commercial Lot.

3.2.4. Party walls. Each wall, a portion of the thickness of which is included within a Lot and the balance of the thickness of which is included within a contiguous Lot, and which therefore is a party wall, shall be used and enjoyed as such by the Owners thereof jointly with each other. Each such Lot shall have the benefit of and be burdened with an easement for the support and maintenance of such party wall in accordance with the following provisions of this paragraph:

(a) Subject to the operation and effect of the following provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) If any such party wall is deliberately or negligently damaged or destroyed by the act or omission of one (but not both) such Owners (or his agent, employee, invitee, family member, visitor or guest), such Owner shall promptly repair it at his expense.

(c) If any such party wall is damaged or destroyed in any other manner or otherwise requires maintenance, such Owners shall repair it at their joint expense.

(d) If either surface of any such party wall is at any time exposed to the elements, the Owner of the Lot on which such surface stands shall promptly and at his expense take such action as is reasonably necessary to protect such surface against the elements.

3.3. Commons. The Commons shall consist of all of the land within the Community but not within any Lot or Dedicated Roadway.

Section 4. The Association.

4.1. Authority. The Community's affairs shall be governed by The Woodlands North Association, Incorporated, a nonstock corporation organized and existing under the law of Maryland (hereinafter referred to as "the Association").

4.2. Membership. The Association's membership (hereinafter referred to as "the Membership") shall be comprised of and limited to all of those persons (each of whom is herein referred to as a "Member") who, either alone or in combination with one or more other persons, is an Owner. An Owner's membership in the Association shall be appurtenant to his Lot, and may not be separated from his ownership thereof.

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4.3. Voting.

4.3.1. Classes of Membership.

(a) Development Period.

(i) During the Development Period, the Membership shall be comprised of the Class A Membership and the Class B Membership.

(ii) The Class A Membership shall consist of all of the Members other than the Developer, and the Class B Membership shall consist of the Developer.

(b) After the Development Period, the Membership shall be all of one class, consisting of all of the Members.

4.3.2. Number of votes.

(a) During the Development Period each Class A Member, and after the expiration of the Development Period, each Member,

(i) who alone is the Owner of a Lot shall be entitled to cast one vote in the Association's affairs for each such Lot; or

(ii) who with any other person is the Owner of a Lot shall, jointly with such other person, be entitled to cast one vote in the Association's affairs for each such Lot (which vote shall be exercised as such persons determine among themselves)

(b) During the Development Period, each Class B Member shall be entitled to cast three (3) votes in the Association's affairs for each vote which it would be entitled to cast, were it a Class A Member.

4.3.3. Commencement and termination of Development Period.

(a) The Development Period shall consist of the period commencing on the date hereof and terminating on the date on which the total number of votes held by the Class A Membership becomes equal to the total number of votes held by the Class B Membership; provided, that anything contained in the foregoing provisions of this subparagraph to the contrary notwithstanding, if at any time or from time to time after such termination the Community is expanded pursuant to the provisions of Section 10, in each instance the Development Period shall re-commence as of the time at which such expansion occurs, and shall terminate thereafter on the date on which the total number of votes held by the Class A Membership becomes equal to the total number of votes held by the Class B Membership.

(b) Notwithstanding the foregoing, the Development Period shall, if not then already terminated, terminate without thereafter recommencing on the earlier

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to occur of (i) the Developer's termination thereof by recording among the Land Records an instrument expressly providing for such termination and making specific reference to this paragraph, and (ii) the seventh (7th) anniversary of the date hereof.

4.4. Fidelity bonds. Each director, officer and employee of the Association or of any manager employed by the Association whose duties as such require him to handle or be responsible for funds of the Association shall, if demanded by the Association, before commencing such duties, furnish the Association with a fidelity bond covering his activities, in form and amount and with a corporate surety which are satisfactory to the Board of Directors. The premium for any such bond shall be paid by the Association.

4.5. Actions taken by the Association.

4.5.1. Whenever the Association is required or permitted by the provisions of this Declaration to take any action, it shall do so only in accordance with the provisions of the Articles of Incorporation and the By-Laws.

4.5.2. Any action, approval or consent which the Membership is required or permitted to take, give or withhold hereunder may be taken, given or withheld by the Membership without a meeting having been held for such purpose, provided that each Member is given prior written notice thereof, and the number of Members whose votes would have been sufficient to cause such approval or consent to be given or withheld have consented thereto in writing.

Section 5. Ownership of, and rights in, Commons.

5.1. Property rights in and to Commons.

5.1.1. (a) The Developer shall be entitled to convey to the Association the legal title to any or all of the Commons at any time hereafter, and/or to retain the legal title to the same until the Developer has completed any improvements which the Developer intends to make thereto, or until such earlier or later time as, in the Developer's judgment, the Association is able to maintain the same in accordance with the provisions of this Declaration; provided, that the Developer shall convey to the Association the legal title to all of the Commons by not later than the third (3rd) anniversary of the date hereof.

(b) The title to the Commons to be conveyed to the Association, as aforesaid, shall be good and marketable, free and clear of encumbrances, and insurable at regular rates by a title insurer authorized to do business in Maryland, and shall be conveyed in fee simple by a special warranty deed, all subject to and only to the operation and effect of

(i) each instrument and matter of record recorded among the Land Records before the recordation thereamong of this Declaration; and

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(ii) each instrument or matter of the types enumerated in the provisions of paragraph 5.1.2 which is then recorded among the Land Records.

(c) Subject to the operation and effect of the provisions of paragraph 5.1.2 and subsection 5.3, the Association shall not convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Commons, without the express written consent thereto of Members holding at least two-thirds (2/3) of the total number of votes then held by, respectively, each class of the Membership.

5.1.2. While the Association holds the legal title to any or all of the Commons, it may take any or all of the following actions:

(a) make an express confirmatory conveyance to any Owner of such easements in and other rights with respect to the Commons as under the provisions of this Declaration are held by such Owner.

(b) grant, convey or dedicate to the City or to any one or more public or quasi-public governmental bodies, utility companies or cable television companies, any and all licenses, easements and/or rights-of-way in, over and through the Commons for the construction, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, ponds or pumping stations, water lines or pumping stations, electrical lines, telephone or television lines, gas lines, cable television lines and other similar facilities, all as the Association considers appropriate for the provision of any utility or utility service to the Community. Notwithstanding a grant, conveyance or dedication of any such license, easement or right-of-way, the land subject thereto shall remain a part of the Commons and the Association shall continue to maintain such land (except for any improvements thereon owned by the City, or such public or quasi-public governmental body, such utility company or such cable television company) in accordance with the provisions of this Declaration. Unless specifically provided to the contrary in such grant, dedication or conveyance, no improvements shall thereafter be constructed in those areas subject to such license, easement or right-of-way.

(c) grant, convey or dedicate to the City or any other governmental body, any land then forming part of the Commons which is improved or to be improved by a roadway; provided, that no such grant, conveyance or dedication shall be made unless the Association and the entity to which it is to be made have agreed upon the manner in which the specific easement granted will be operated and maintained for the use and enjoyment of the Owners and any other members of the general public who are thereafter entitled to use and enjoy the same. After such grant, conveyance or dedication of land then forming part of the Commons which is or is to be improved by a roadway, said land shall no longer be part of the Commons.

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(d) grant a Mortgage pursuant to the provisions of paragraph 5.3.1.

(e) convey the legal title to, or any interest in, any or all of the Commons to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof, or under threat of such condemnation (after which grant, conveyance or dedication, that portion of the Commons which is the subject of the same shall not be part of the Commons).

(f) grant a leasehold interest in or a license with respect to any or all of the Commons to any person, for a period terminating not later than the third (3rd) anniversary of the date of such grant.

(g) following the approval of a general program therefor by Members holding at least two-thirds (2/3) of the total number of votes then held by, respectively, each class of the Membership, grant to any one or more Owners, for the benefit of such Owners' respective Lots, an exclusive license to use any respective portion of the Commons which is improved as an automobile parking space, for and only for the noncommercial parking of automotive vehicles, if and to the extent that such parking is permitted by the provisions of paragraph 9.1.1.

(h) grant to any one or more Owners, individually and not for the benefit of such Owners' respective Lots, a non-exclusive license to use the Recreational Vehicle Area for and only for the non-commercial parking of a house trailer, trailer, pick-up truck, van or other truck, or any similar item, or boat, boat trailer, camper, recreational bus or vehicle, subject to (i) such Rules and Regulations as the Association shall from time to time promulgate with respect thereto, and (ii) the payment of such charges and fees as the Association shall from time to time require.

5.1.3. Easement and license benefiting Lots and burdening Commons or other Lots.

(a) Each Lot shall have the benefit of a non-exclusive easement for the use of

(i) each main, duct, stack, raceway, wire, conduit, drain, pipe, meter, or other device located within the Commons, within another Lot or within any party wall;

(ii) each street, walkway and parking area (other than the Recreational Vehicle Lot) which from time to time is within the Commons, or which crosses any Lot and affords access to the Commons or another Lot.

(b) Each Lot shall have the benefit of a non-exclusive license for the use of the remainder of the Commons, other than the Recreational Vehicle Area, provided that

(i) such use is in accordance with applicable law and the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations;

(ii) no person other than the Association may construct, reconstruct, alter or maintain any Structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the Commons; and

(iii) no person shall without first obtaining the Association's consent do anything on the Commons which will cause an increase in any premium paid by the Association for liability or other insurance with respect to the Commons, or the cancellation of any such insurance.

5.1.4. Development easements. The Developer shall have and the Developer hereby reserves, perpetual, non-exclusive easements in, over and through the Commons

(a) for pedestrian and vehicular ingress and egress to and from each public roadway which at any time abuts the Community, from and to each Lot, for access by (i) the Developer and its heirs, personal representatives, successors and assigns as owner of each respective Parcel or other portion thereof, (ii) any contractor, subcontractor, real estate agent or broker or other salesperson utilized by the Developer, and (iii) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of such respective Parcel; and

(b) for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities of the types enumerated in the provisions of paragraph 5.1.2, for the benefit of (i) the Developer and its heirs, personal representatives, successors and assigns as owner of any Lot or other portion thereof, (ii) each resident or other occupant of any such Lot or other portion, and (iii) their respective agents, employees, invitees, visitors and guests.

5.2. Maintenance of Commons and other portions of the Community.

5.2.1. The Association shall regularly maintain in good order and repair,

(a) the Commons (including, by way of example rather than of limitation, the Recreational Vehical Area, the sedimentary and storm water management ponds and structures, and all of the improvements, parking areas and sidewalks contained within the Commons);

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(b) any portion of any Dedicated Roadway not paved as a public road or devoted to any other public purpose, if the City or any other governmental body does not maintain the same; and

(c) each street, walkway, utility line, meter, or other facility within the Commons or which crosses any Lot and over which any other Lot has the benefit of an easement for ingress and egress, or for any utility or other service, under the provisions of this Declaration, unless such maintenance has been assumed by the City or any other governmental entity or by a public or quasi-public utility company.

5.2.2. Without limiting the generality of the foregoing provisions of this paragraph, the Association shall maintain the Commons in good condition and repair each storm water retention or sedimentation pond and each storm water management structure and maintain within the Commons, keeping them clean and free of debris.

5.3. Control of Commons. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Association may

5.3.1. borrow money to improve the Commons in accordance with the provisions of this Declaration, and secure its repayment by subjecting any or all of the Commons which it owns to the lien of a Mortgage; provided that, if there is a default under the Mortgage the Mortgagee's remedies on account of such default shall be limited to those of (a) taking possession of the property covered thereby, (b) thereafter charging admission or other fees as a condition to the continued use thereof by the Owners, and (c) if necessary and if not prohibited by applicable law, opening the enjoyment thereof to the general public or any segment thereof until such debt is satisfied;

5.3.2. adopt reasonable rules and regulations governing the use of the Commons by Owners, their family members and guests or any other person; and

5.3.3. adopt reasonable Rules and Regulations governing the use of the Recreational Vehicle Area and establish charges and fees for the use thereof by Owners in accordance with the provisions of paragraph (h) of paragraph 5.1.2.

5.4. Not a Dedication of Commons. The Commons are not, by this Declaration, dedicated, nor shall they be construed to have been offered for dedication, to the City or any other governmental or municipal authority or agency. The City shall, however, be deemed to be a third party beneficiary to the provisions of this Declaration relating to the maintenance and improvement of the Commons. In the event that the City or any of its departments, agencies, representatives, employees, successors or assigns, provides any services within the Commons which are then the obligation of the Association, then the Association and each Owner (including the Developer for so

long as it is an Owner) covenant and agree to indemnify and hold harmless the City, its departments, agencies, representatives, employees, successors or assigns, from any suits, claims or demands of whatsoever nature or kind, whether arising in law or in equity, whether valid or invalid, except such as may arise from the gross negligence or willful misconduct of any such entity or person and to indemnify the City, its departments, agencies, representatives, employees, successors or assigns, completely from any expenses or costs, or liabilities which may arise either directly or indirectly as a result of providing such services within said Commons. In the event that such service may be performed, same shall not be deemed to be an implied acceptance of any offer of dedication in any manner unless there is a formal acceptance. The performance of any services for any reason whatsoever in the Commons shall not be construed as an implied acceptance.

5.5. Management.

5.5.1 The Association may enter into an agreement with any person for such person to provide management services to the Association, so long as such agreement

(a) expressly provides that either party thereto may terminate such agreement on thirty (30) days prior notice without cause at any time and without payment of a termination fee; and

(b) is for a term of not longer than one (1) year; provided that such agreement may contain provision for a single renewal term not exceeding one (1) year in length.

5.5.2. The Association shall not effectuate any decision by it to terminate any such management agreement and thereafter to assume or undertake the management of the Association without utilizing or employing professional management services, without obtaining each first Mortgagee's prior written approval thereof.

Section 6. Assessments.

6.1. Right to levy Assessments. The Association shall obtain funds (a) to pay its current or capital expenses incurred in performing its obligations under the provisions of this Declaration, (b) to create adequate reserves for the maintenance, repair and replacement of those portions, if any, of the Commons which must be replaced on a periodic basis, and (c) to pay its future such expenses, by from time to time levying an assessment (each of which is hereinafter referred to as an "Assessment") against each Owner and his respective Lot, all in accordance with the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

6.2. Procedure for levying Assessments. Any determination by the Association to levy Assessments and/or of their respective amounts shall be made in the following manner:

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6.2.1. Classes of Assessments.

(a) The Assessments shall consist of (i) annual Assessments (each of which is hereinafter referred to as an "Annual Assessment"), (ii) special Assessments (each of which is hereinafter referred to as a "Special Assessment"), and (iii) and Assessments for utility charges (each of which is hereinafter referred to as a "Utility Assessment").

(b) (i) The proceeds of the Annual Assessments may be used by the Association to defray any cost incurred by it in accordance with the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

(ii) The proceeds of any Special Assessments shall be used by the Association to defray any cost incurred by it in constructing, reconstructing, repairing or replacing any of the Commons, or any other extraordinary expense incurred by the Association.

(iii) In furnishing water and sanitary sewer service to the Lots the City requires (A) that such service be provided through one or more metered points within the Community (rather than through a separate metered point for each Lot), and (B) that statements covering the charges made by such entity for such service as furnished to the Lots be rendered to the Association (rather than to each Owner). To provide for the payment thereof, the Association shall periodically levy a Utility Assessment against each Lot based upon the aggregate charges due or to become due from the Association, the proceeds of which shall be utilized by the Association solely for payment of such charges. Water and sanitary sewer service shall be provided to the Commercial Lot through separate metering. Therefore, notwithstanding anything to the contrary contained herein, the Commercial Lot and the Owner thereof shall not be liable for or subject to Utility Assessments, but said Owner shall be responsible for the payment of all charges in connection with water and sewer service to the Commercial Lot.

6.2.2. Period of Assessments. Each Assessment, other than a Utility Assessment, shall be levied for one of those calendar years (each of which is hereinafter referred to as an "Assessment Year") during which this Declaration remains in effect; provided, that the initial Assessment Year shall commence on the date on which this Declaration is recorded among the Land Records, and shall terminate on the thirty-first (31st) day of December next succeeding such date. Utility Assessments shall be levied for such periods as the Board of Directors shall from time to time determine.

6.2.3. Allocation of Assessments among Lots.

(a) Except as is otherwise provided in this paragraph 6.2.3, (i) the respective amounts of any Annual Assessments levied for an Assessment Year shall be equal, (ii) the respective amounts of any Special Assess-

ments levied for an Assessment Year shall be equal, (iii) the respective amounts of any Utility Assessments levied for an Assessment Year for those Lots covered by any one common meter shall be equal, and (iv) no Assessment of one class may be levied for an Assessment Year against one Lot unless an Assessment of such class is at the same time levied for such Assessment Year against each Lot not exempt from such levy under the provisions of this subparagraph 6.2.3.

(b) If during an Assessment Year a Lot is added to the Community through an expansion thereof,

(i) the Association shall be deemed, automatically and without the necessity of further action, to have levied against such Lot for such Assessment Year each Assessment which the Association has levied against the other Lots for such Assessment Year; and

(ii) the respective amount of each such Assessment shall be determined in accordance with the foregoing provisions of this paragraph 6.2.3 prorated for the number of days remaining in such Assessment Year as of the date of such expansion.

(c) Until the earliest to occur of (i) the acquisition of the legal title to a Lot hereafter by a person other than the Developer; (ii) the issuance of a certificate of occupancy for the first Dwelling constructed upon such Lot, or (iii) the second (2nd) anniversary of the date on which such Lot is first subjected to the operation and effect of this Declaration, each Annual Assessment or Special Assessment levied against it shall be in an amount equalling twenty-five percent (25%) of the amount which such Assessment would be, but for the provisions of this subparagraph 6.2.3(c).

(d) Anything contained in the provisions of this Section to the contrary notwithstanding, no Assessment may be levied against

(i) the Commons,

(ii) any Dedicated Roadway,

(iii) except as to Utility Assessments, any other portion of the Community to the extent of any interest therein which is then exempt from real property taxation by the law of Maryland, upon the terms and to the extent of such exemption.

6.2.4. Adoption by Board of Directors;
notice of Assessment; when Assess-
ments are due and payable.

(a) By not later than the sixtieth (60th) day before an Assessment Year commences, the Board of Directors shall adopt a budget for the Association for such Assessment Year, setting forth (i) the aggregate amount of the Annual Assessments to be levied, and (ii) the respective amount of the Annual Assessment to be levied

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against each Lot. By not later than the forty-fifth (45th) day before such Assessment Year commences, the Association shall provide a copy of such budget to each Owner. The Association's failure to take any such action by the time set forth hereinabove for taking the same shall not invalidate such action if taken later, but until such action is taken each Member shall pay to the Association on account of the Annual Assessment for the next Assessment Year an amount equal to the Annual Assessment for the preceding Assessment Year (or the initial installment thereof, if such Annual Assessment was payable in installments).

(b) If the Association so determines, any Assessment may be paid to the Association in monthly or other installments in accordance with a schedule determined by the Association.

(c) Annual Assessments (or one installment of such Assessment, if payable in installments) shall be due on the first (1st) day of such Assessment Year without the necessity of further action by the Association (and any subsequent installments thereof shall be due on the dates determined by the Association).

(d) Any Special Assessment (or the initial installment thereof, if payable in installments) shall be due on the later of (i) the first (1st) day of the Assessment Year for which it is levied, or (ii) any later date specified therefor by the Association (and any subsequent installments thereof shall be due on the dates determined by the Association).

(e) Any Utility Assessment (or installment thereof shall be due on such dates as are determined by the Association).

6.2.5. Limitations on certain Assessments.

(a) Without Membership's approval. Other than pursuant to the provisions of subparagraph 6.2.5(b), the Association may not levy against any Lot any Special Assessment, or an Annual Assessment in an amount which,

(i) for the initial Assessment Year, exceeds Six Hundred Dollars (\$ 600.00); or

(ii) for any Assessment Year thereafter, exceeds one hundred ten percent (110%) of the maximum amount permitted to be levied as an Annual Assessment for the immediately preceding Assessment Year.

(b) With Membership's approval.

(i) The Association may levy against each Lot for an Assessment Year that portion of an Annual Assessment which exceeds the maximum sum which the Association may levy for such Assessment Year only after having been authorized to do so by two-thirds of the votes cast on such question by those Members of each Class of

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Membership who are present and voting on such question at a Membership Meeting held in accordance with the following provisions of this subparagraph 6.2.5(b).

(ii) The Association shall send to each Member a written notice of the date, time and place of any Membership Meeting at which such question is to be considered by not later than the thirtieth (30th) and not more than the sixtieth (60th) day before such date. The presence at such date, time and place, in person or by proxy, of Members holding at least sixty percent (60%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting. If such quorum does not exist thereat, the Association may call another Membership Meeting for such purpose for a date not more than sixty (60) days after the first said date, by sending to each Member a written notice of the date, time and place thereof in the same manner as that set forth hereinabove. The presence at such date, time and place, in person or by proxy, of Members holding at least thirty percent (30%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting.

6.3. Owners' personal liability for Assessments.

6.3.1. Each Owner shall be personally liable for payment of each Assessment (or each installment thereof, if payable in installments) which becomes due for a Lot while he is its Owner. An Owner may not avoid such liability by waiving any right to use the Commons or otherwise which he holds under the provisions of this Declaration or otherwise, abandoning or otherwise terminating his use of such Lot, or conveying the title to such Lot after the same becomes due.

6.3.2. An Owner shall not be personally liable for payment of any Assessment or installment thereof which becomes due for a Lot (a) before he becomes its Owner (notwithstanding that an Assessment Lien for such Assessment may be imposed upon the title to such Lot while held by such Owner, pursuant to the provisions of subsection 6.4), or (b) after he ceases to be its Owner.

6.3.3. In the event that the Association shall fail to pay any charge for water or sewer service to any Lots served by a common meter, whether due to the failure of the Owners of such Lots to pay the Utility Assessments levied against such Lots or otherwise, then each Owner served by such common meter shall be jointly and severally liable for the payment to the City of such charges and the City shall be entitled to proceed directly against such Owners, the City being a third party beneficiary of the provisions of this paragraph 6.3.3.

6.4. Assessment Lien; priority thereof.

6.4.1.(a) At any time after an Assessment is levied against a Lot and before it is paid in full to

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the Association, the Association may execute and record among the Land Records a statement (hereinafter referred to as a "Statement of Lien") for such Assessment or any installment thereof (if payable in installments).

(b) The form of such Statement of Lien shall be determined by the Association in the exercise of its sole discretion, so long as it designates (i) such Lot by number, (ii) the Owner thereof, (iii) the amount of such Assessment or installment, (iv) the Assessment Year for which it is levied, and (v) the date on which it became due.

6.4.2. Each Assessment (or installment thereof, if payable in installments) levied against a Lot shall be a lien (herein referred to as an "Assessment Lien") upon the title to such Lot from the time when a Statement of Lien for such Assessment or installment is recorded among the Land Records pursuant to the foregoing provisions of this subsection 6.4, until such Assessment or installment is paid.

6.4.3. An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Lot against which such Assessment Lien is imposed, if and only if such Mortgage is recorded among the Land Records before a Statement of Lien imposing such Assessment Lien is recorded thereamong.

6.4.4. An Assessment Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree.

6.5. Interest on unpaid Assessments. Each Assessment (or installment thereof, if payable in installments) shall bear interest on its unpaid balance from the thirtieth (30th) day after it becomes due, until paid, at the lesser of (a) the rate of twenty percent (20%) per annum, or (b) the highest rate from time to time permitted by applicable law to be charged upon the same.

6.6. Recovery of unpaid Assessments.

6.6.1. The Association shall be entitled to recover in an action at law or in equity, from any person liable for payment of any or all of an Assessment, and without waiving the Assessment Lien therefor, a money judgment for both (a) such Assessment, and (b) any and all interest accrued thereon through the date of such recovery, and costs incurred by the Association in obtaining such recovery (including, without limitation, reasonable attorneys' fees).

6.6.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, no such action may be brought to foreclose upon such Assessment Lien or otherwise to recover any of such Assessment, unless

(a) it is brought on or before the third (3rd) anniversary of the date on which such Assessment (or its initial installment, if payable in installments) first becomes due, and

(b) a written notice of the Association's intention to initiate the same is given to both the then Owner of the Lot against which such Assessment has been levied, and any person against whom such action or proceeding is to be brought, by not later than ten (10) days before such initiation.

6.6.3. If any Utility Assessment shall remain unpaid for a period in excess of thirty (30) days from the date on which it is due, the Association, in addition to any and all other remedies available to it hereunder or at law or in equity, may notify the Owner and any other person liable for the payment thereof that, unless such Utility Assessment, and any and all interest accrued thereon, are paid within fifteen (15) days from the receipt of such notice, the utility services for which such Utility Assessment is levied may be disconnected. Should such Utility Assessment and interest remain unpaid following such date, the Association shall have the right to enter upon the Lot and disconnect such utility service without liability therefor to the Owner of the Lot or any other person.

6.7. Certificate as to payment of Assessments.
The Association shall, upon written request of an Owner or Mortgagee of a Lot, deliver to such person a certificate signed by an officer of the Association, setting forth whether such Assessment or installment for such Lot has been paid. Any such certificate so delivered shall be conclusive evidence of the payment of each Assessment or installment thereof therein stated to have been paid.

Section 7. Architectural Control.

7.1. Architectural control. No Structure of any kind may be commenced, constructed, erected, placed, maintained or permitted to remain on a Lot, and no Structure existing on a Lot may be altered or the exterior thereof painted or changed in any way which materially changes the exterior appearance thereof, and no Use may be commenced on a Lot, unless prior thereto plans and specifications therefor, in such form as may be required by the Board of Directors, and a description of any such Use (herein referred to collectively as "Plans"), have been submitted to and approved in writing by the Board of Directors.

7.2. Certain Rules and Regulations, and statements of policy.

The Board of Directors may adopt, certain Rules and Regulations governing the form and content of any Plans to be submitted for its consideration or setting forth its policy with respect to its approval or disapproval of the architectural styles or details, or other matters, reflected in such Plans. Such Rules and

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Regulations may be amended or revoked by the Board of Directors at any time.

7.3. Basis for disapproval.

7.3.1. The Board of Directors may disapprove any Plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(a) such Plans, or any Structure or Use covered by such Plans, are not in accordance with the provisions of this Declaration, the Community Plat or of the Rules and Regulations;

(b) such Plans do not contain information which the Board of Directors may reasonably require to be contained therein;

(c) any Structure covered by such Plans is incompatible with any Structure on or Use of any Lot, due to the former's exterior design, height, bulk, shape, color scheme, finish, style of architecture, configuration, appearance, materials, location or relative cost;

(d) any Use covered by such Plans is incompatible with any Structure on or Use of any Lot;

(e) such Plans, or any Structure or Use covered by such Plans do not comply with the PUD Ordinance; and

(f) any other set of circumstances which, in the reasonable judgment of the Board of Directors, would render any Structure or Use which is the subject of such Plans inharmonious with the general plan of development of the Community.

7.3.2. The Board of Directors shall notify the applicant in writing of its approval or disapproval of such Plans within thirty (30) days after such Plans are submitted to it. Unless the Board of Directors disapproves any Plans submitted to it within thirty (30) days after such Plans are submitted to it, it shall be deemed to have approved such Plans.

7.4. Inspection of Lots. Any agent of the Association may at any reasonable time enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Lot or Structure, and any Use thereof, are in accordance with the provisions hereof, and neither the Association nor such agent shall be deemed to have committed any trespass or other wrongful act by reason of such entry or inspection.

7.5. Certificate of compliance and approval. After the completion on a Lot of the construction or alteration of any Structure, or the commencement of any Use thereon, the Association (or the Developer, as to Plans approved by the Developer pursuant to the provisions of subsection 7.7) shall, on written request by the Owner or

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any Mortgagee thereof, issue a certificate, in a form suitable for recordation among the Land Records, stating that the Board of Directors (or the Developer, as the case may be) has approved Plans covering such Structure or Use and that such Structure or Use complies therewith. The Association may charge the Owner a reasonable fee for the issuance of such certificate.

7.6. Removal.

7.6.1. If any Structure is altered, erected, placed or maintained, or any new Use commenced, on any Lot other than in accordance with Plans approved by the Board of Directors pursuant to the foregoing provisions of this Section, such action shall be deemed to be a violation of the provisions of this Section and, promptly after the Association gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such Use shall cease, so as to terminate such violation.

7.6.2. If within fifteen (15) days after having been given such notice such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and the Association shall have a lien therefor which is enforceable in the same manner as an Assessment Lien imposed upon such Lot.

7.7. Developer's Plans. Nothing in the foregoing provisions of this Section shall be deemed in any way to require that the Developer submit to the Board of Directors, or obtain its approval of, Plans for any Structure to be constructed upon a Lot (or any Use or condition thereof) before the initial conveyance of record of the title to such Lot to a person other than the Developer, if and only if Plans therefor have been approved in writing by the Developer.

Section 8. Use of Lots.

8.1. Uses prohibited absolutely.

8.1.1. Subject to the operation and effect of the provisions of paragraph 8.1.2,

(a) no Lot, other than the Commercial Lot, shall be devoted to a principal Use other than a residential Use;

(b) (i) no Lot may contain more than one residential Structure at any time (which Structure must be an attached residential Structure and may constitute not more than one Dwelling);

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(c) no Lot or Dwelling may be used for transient or hotel purposes;

(d) no house trailer, trailer, tractor trailer, pick-up truck, van or other truck or any similar item, or boat, boat trailer, camper, recreational bus or vehicle, shall be parked or temporarily or permanently stored on any Lot, other than on the Commercial Lot, or on any Dedicated Roadway, or any street or parking area within the Commons other than upon the Recreational Vehicle Area; provided, however, that vans and pick-up trucks used exclusively for non-commercial purposes may be parked or stored on streets or parking areas within the Commons;

(e) no television or radio antennae, dish or similar device may be installed or placed upon any Structure or Lot; and

(f) no Lot may be used in violation of the PUD Ordinances.

8.1.2. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit the use by the Developer, and its agents, employees, officers, contractors and invitees, of the improvements on each Lot of which the Developer is then the Owner (i) as offices or as speculative or sample dwellings in connection with its development, construction, replacement, repair, maintenance, marketing, sale or leasing of any Lot.

8.2. Uses prohibited without approval by Board of Directors.

Subject to the foregoing provisions of this Section, and unless the Board of Directors has approved the same in the manner set forth in the provisions of Section 7,

8.2.1. no profession or home industry shall be conducted on any Lot, other than the Commercial Lot,

8.2.2. no lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot; provided, that building materials being utilized in the construction, reconstruction or repair of any Structure in accordance with the provisions of Section 8 may be stored thereon while such activities are being carried on,

8.2.3. no tree shall be removed from any Lot or from the Commons,

8.2.4. no fence other than of the type and size initially constructed upon such Lot shall be erected or maintained on any Lot, other than the Commercial Lot, and any such fence shall be located only in the same location as the fence for such Lot initially constructed by the Developer.

8.2.5. no livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept on any Lot, either temporarily or permanently (except that two (2) or fewer dogs, cats or other household pets may be kept on a Lot), and

8.2.6. no car-washing or automobile repairs may be performed or undertaken upon any Lot, other than upon the Commercial Lot, or on any Dedicated Roadway, or on any street or parking area within the Commons other than on the Recreational Vehicle Lot.

8.3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, no odor shall be permitted to emanate therefrom, and no condition shall be maintained thereon, so as to render any Lot or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to any of the Community, any occupant thereof or any property.

8.4. Repair of Structures. Each Owner shall at all times keep his Lot and the exterior of all Structures thereon in good condition and repair and adequately painted, stained or otherwise finished.

8.5. Right of entry. The Association may enter on any Lot and (a) trim or prune any tree or other planting whose height or location on such Lot is, in the Association's judgment, unreasonably detrimental to any adjoining property, is unattractive or (b) cure any violation of the provisions of this Section, all provided that such Owner is given fifteen (15) days' prior written notice of such action. In such event, such Owner shall pay to the Association the amount of any and all reasonable expenses incurred by the Association in taking such action, within ten (10) days after such Owner's receipt of written demand therefor from the Association.

8.6. Trash and Refuse. Each Owner shall place all trash and refuse only in such containers and locations as the Association may from time to time require.

Section 9. Rights of Mortgagees.

9.1. General.

9.1.1. Regardless of whether a Mortgagee in Possession of a Lot is its Owner, (a) such Mortgagee in Possession shall have, in addition to its rights hereunder as a Mortgagee, all of the rights which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Owner thereof.

9.1.2. Any Mortgagee in Possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the By-Laws and applicable

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law) bear all of the obligations under the provisions thereof which are borne by its Owner; provided, that nothing in the foregoing provisions of this paragraph 9.1.2 shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Owner to satisfy any of the same.

9.2. Priority over Assessment. A Mortgagee's interest in a Lot under its Mortgage shall be free of any claim or lien for any Assessment levied against such Lot before such Mortgage is recorded among the Land Records (unless before such recordation a Statement of Lien covering such Assessment is recorded among the Land Records pursuant to the provisions of subsection 6.4), and free of any such claim or lien arising after such recordation of such Mortgage, and before such Mortgagee becomes a Mortgagee in Possession of such Lot.

9.3. Actions conditioned on Mortgagee's approval. Unless at least two-thirds (2/3) of the first Mortgagees of all Lots then within the Community have given their prior written approval thereof, the Association shall not

9.3.1. seek to abandon, partition, subdivide, encumber, sell or transfer the Commons (provided, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Commons shall not be deemed to be prohibited by the foregoing provisions of this subsection), or

9.3.2. use any proceeds derived from hazard insurance and paid to the Association on account of any damage to or destruction of any of the Commons, for other than the repair, replacement or reconstruction thereof, or

9.3.3. fail to maintain fire and extended coverage insurance on so much of the Commons as is insurable, on a current replacement cost basis, in an amount not less than one hundred percent (100%) of the insurable value thereof (based on its current replacement cost), or

9.3.4. change the method of determining the Assessments, or

9.3.5. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, set forth in the provisions of this Declaration, pertaining to the architectural design or the exterior appearance or maintenance of Lots or improvements thereon, or the maintenance and upkeep of the Commons.

9.4. Inspection; statement and notice. A Mortgagee shall, upon request of the Association, and provided that it has furnished the Association with the information referred to in the provisions of subsection 10.12, be entitled to

9.4.1. inspect the Association's books and records during normal business hours;

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9.4.2. receive an annual audited financial statement of the Association within ninety (90) days after the end of any fiscal year of the Association;

9.4.3. be given timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings;

9.4.4. be given timely written notice of the occurrence of any substantial damage to or destruction of the Commons, or if the Commons are made the subject of any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority; and

9.4.5. be given written notice by the Association of any default by the Owner of such Mortgagee's Lot in performing such Owner's obligations under the provisions of this Declaration, the Association's articles of incorporation or the By-Laws which is not cured within sixty (60) days after such default commences.

9.5. Taxes on Commons. The first Mortgagees may, jointly or singly, pay any or all taxes or other charges which are in default and which may or have become a charge against any of the Commons, and may pay any or all overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of any such policy, for the Commons. Any first Mortgagee making any such payment shall be owed immediate reimbursement therefor from the Association.

Section 10. Expansion of the Community.

10.1. The Developer hereby reserves, for a period of seven (7) years after the date hereof, the right (which shall be exercisable at its sole discretion, but only in accordance with the provisions of this Section) to expand the Community from time to time by subjecting to the operation and effect of this Declaration, and thereby adding to the Community, all or any portion or portions of that parcel of land, situate and lying in the said County, which is described in Exhibit B, together with all of the respective improvements on such portions and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (hereinafter referred to as a "Future Parcel").

10.2. Any such expansion shall be accomplished by, and become effective upon and only upon, (a) the amendment of this Declaration by the recordation of an appropriate amendatory instrument which expressly subjects such Future Parcel to the operation and effect of this Declaration, and (b) the amendment of the Community Plat by the recordation of an amendatory plat which designates each lot as a Lot and the remainder of such Future Parcel or portion thereof (other than any Dedicated Roadway therein) as part of the Commons.

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10.3. Form of instrument.

10.3.1. Except to the extent that the form and contents of any such amendatory instrument or amendatory plat are dictated by applicable law, they may be determined by the Developer in the exercise of its sole discretion, and the effectiveness of neither any such expansion nor the execution or recordation of any such instrument or plat shall be conditioned upon the consent thereto or joinder therein by any person (including, by way of example rather than of limitation, the Association or any Owner) other than the Developer.

10.3.2. Without limiting the generality of the foregoing provisions of this subsection, the Developer may by the provisions of any such amendatory instrument or plat, or at any time before the conveyance to the Association of such land, if any, as is added to the Commons by such expansion, reserve for the benefit of any Future Parcel or portion thereof (regardless of whether it is ever part of the Community) such easement rights of the type reserved by the Developer by the provisions of this Declaration as the Developer determines to reserve in the exercise of its sole discretion, all without the necessity of obtaining any other person's consent thereto or joinder therein.

10.4. Upon any such expansion of the Community, the title to each Future Parcel or portion thereof which is thereby added to the Community shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it formed part of the Community on the date hereof.

10.5. The maximum number of Lots which may be included in the Community after any expansion thereof shall be one hundred and twenty-one (121).

Section 11. General.

11.1. Effectiveness. This Declaration shall become effective upon and only upon its having been executed and acknowledged by the Developer, and recorded among the Land Records.

11.2. Assignment. The Developer shall be entitled at any time to assign to any person any or all of its right, title and interest as "the Developer" hereunder by an instrument which is executed and delivered by the Developer and such assignee and recorded among the Land Records.

11.3. Amendment and termination.

11.3.1. Except as is otherwise provided in this Declaration, this Declaration and the Community Plat

may be amended by and only by a recorded instrument or plat executed by Owners of at least two-thirds (2/3) of the Lots (one of which must, during the Development Period, be the Developer), and by each Mortgagee whose right, title or interest hereunder would be adversely affected thereby.

11.3.2. This Declaration, as amended from time to time, shall remain in full force and effect in perpetuity unless and until there is recorded among the Land Records an instrument which expressly terminates the operation and effect of this Declaration executed by each Owner and Mortgagee and by the City.

11.3.3. Anything to the contrary contained herein notwithstanding, the provisions of paragraph 5.1.2, subsection 5.2, subsection 5.3, clause (iii) of subparagraph 6.2.1 (b), paragraph 6.3.3, subparagraph 8.1.1 (f) and subsection 11.3 may not be amended without the prior written consent of the City.

11.3.4. Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Developer may, without obtaining the consent thereto of any Owner, Mortgagee or other person, amend this Declaration or the Community Plat if and only if such amendment is (in the Developer's reasonable opinion) necessary to correct obvious typographical, mathematical or similar errors therein.

11.4. Waiver. The Developer shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

11.5. Applicable law. This Declaration shall be given effect and construed by application of the law of Maryland.

11.6. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

11.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the Community Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

11.8. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; and (b) in the singular or plural number shall be deemed to have been

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made, respectively, in the plural or singular number as well.

11.9. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Lot.

11.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

11.11. General plan of development.

11.11.1. The provisions of this Declaration shall conclusively be deemed to be part of a general plan or scheme of development and use for the Community and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Lot and the Commons; provided, that they shall not be deemed covenants running with, binding upon, benefiting or burdening the title to any Future Parcel or portion thereof unless and until it is added to the Community through an expansion thereof pursuant to the provisions of Section 10.

11.11.2. If any Owner or other person fails to comply with any of such provisions, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief, or both, in any or all of the Developer, the Association and each Owner, and their respective heirs, personal representatives, successors and assigns.

11.11.3. Both the Developer, by delivering to the Association a deed conveying to it the title to any or all of the Commons, or to any person a deed conveying to such person the title to a Lot, and the Association or such person, by accepting such delivery, shall be deemed thereby to have agreed with each other and with each other Owner to be bound by the provisions of this Declaration.

11.11.4. Each person who, together with any other person, is an Owner or a Lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

11.12. Notices.

11.12.1. Any notice or other communication to be provided hereunder to any person shall be in writing and shall be given by first class mail, postage paid.

11.12.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless an Owner or a Mortgagee has notified the Association of its status as such and furnished the Association with its address, such person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice or other communication by the Association, (b)

to participate in the consideration of or cast any vote on any question voted upon by the Membership, or (c) otherwise to be recognized as such by the Association or any Owner.

11.13. Waiver of reversionary right. The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Developer or any other person any reversionary right with respect to any Lot. Any such reversionary right is hereby expressly waived.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

ATTEST:

SC DEVELOPMENT CORP., INC.

Andrew H. Sandler

by Norman R. Sandler (SEAL)

The Developer

STATE OF Maryland: COUNTY OF Washington: TO WIT:

I HEREBY CERTIFY that on this 4th day of May, 1984, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Norman R. Sandler, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of SC Development Corp., Inc., a corporation organized and existing under the law of Maryland and the entity named in such instrument as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Mary H. Blair
Notary Public

CONSENT AND AGREEMENT OF
TRUSTEES AND BENEFICIARY

Donald W. Crawford and First Federal of MD, FSA, a corporation organized and existing under the law of United States, who are, respectively, the trustees and the beneficiary under

JCO/3-07-84
1914r

a deed of trust dated September 7, 1983, and recorded among the Land Records of Washington County, Maryland, in Liber 750 at folios 110 et seq., from SC Development Corp., Inc. hereby join in the foregoing Declaration for the express purpose of subjecting all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A to such Declaration to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 1st day of May, 1984.

WITNESS:

Mary M. Black _____
Donald W. Crawford, Trustee (SEAL)

_____, Trustee (SEAL)

ATTEST:

First Federal of MD, FSA, a
Corporation organized
and existing under the law
of United States of America.

Mary E. Brown _____ by David B. Roy (SEAL)
Mary E. Brown
Secretary David B. Roy
President

STATE OF Maryland: COUNTY OF Washington: TO WIT:

I HEREBY CERTIFY that on this 1st day of May, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared Donald W. Crawford, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Mary M. Black
Notary Public

My commission expires on July 1, 1986.

STATE OF _____: COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 198__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.

STATE OF _____: COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 198__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of _____, a _____ organized and existing under the law of _____, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.

JCO/3-08-84
1914r

WOODLANDS NORTH

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

EXHIBIT B

Description of Future Parcel

All of that land situate and lying in Hagerstown,
Washington County, Maryland and described as follows:

Situate at the west end of Kensington Drive and along the west side of the proposed right-of-way of Haven Road in Hagerstown, Washington County, Maryland, and being more particularly described as follows:

Beginning at an iron pipe having Maryland Grid Coordinates N 669877.510 E 593385.710 standing at the northwest corner of a parcel of land described in a deed from Thomas H. Shank and Roger L. Fiery, Jr., to Norman R. Sandler and Marilyn R. Sandler, his wife, and Ollen O. Craig and Lillian S. Craig, his wife, dated June 13, 1979 and recorded in Liber 685, Folio 496 among the land records of Washington County, Maryland, thence binding on the lands now or formerly owned by Dewey Jordan, Inc. (L. 695, F. 124) and being the corporate boundary line of the City of Hagerstown

S 72° 24' 27" E	534.48'	to a point in the west right-of-way line of the proposed Haven Road, thence running with said right-of-way line the two (2) following courses and distances, the first being a curve to the left having a radius of 590.00', an arc length of 168.80', and a chord bearing and distance of
S 04° 47' 23" W	168.22'	to a point, thence
S 03° 24' 24" E	455.65'	to a point, thence running across Haven Road proposed and binding on Lot 1, Block "A" of Hyde Park
S 27° 31' 22" E	604.64'	to an iron pipe at the northwest corner of Lot 24 of Greystone Manor (Plat Folio 363-8), thence binding on Lots 18-20 of Greystone Manor
S 62° 55' 21" W	369.06'	to a point in the east right-of-way line of the Conrail Railroad, thence running with said right-of-way line the two (2) following courses and distances
N 28° 46' 08" W	516.23'	to a point, thence
N 29° 33' 08" W	719.42'	to an iron pipe, thence leaving the Railroad right-of-way and running with the corporate boundary of the City of Hagerstown and binding on the lands now or formerly owned by Dewey-Jordan, Inc. (L. 695, F. 124) the two (2) following courses and distances
N 17° 35' 34" E	30.01'	to city stone "B", thence continuing in a straight line
N 17° 35' 34" E	400.00'	to the point of beginning.

(1)

Containing 15.092 acres of land more or less.

Being the residual portion of the lands conveyed by Thomas H. Shank and Roger L. Fiery, Jr. to Norman R. Sandler and Marilyn R. Sandler, his wife, and Ollen O. Craig and Lillian S. Craig, his wife, by deed dated June 13, 1979 and recorded in Liber 683, Folio 496 among the land records of Washington County, Maryland.

Saving and excepting therefrom all of that land situate and lying in the said county, the outlines of which are labeled "Block 2" on that certain plat (consisting of 5 sheets) prepared by Fox & Associates, Inc., entitled "woodlands North, A Cluster Community", dated February, 1984, and intended to be recorded among the said land records simultaneously herewith.

482

WOODLANDS NORTH

UNDEE .50
RECORD 110.00
B 1495CHCK 110.50
01982 6-15 P3+15

AMENDMENT TO DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

WHEREAS, the Declaration of Covenants, Easements, Charges and Liens was executed by SC DEVELOPMENT CORP., INC. on May 17, 1984, and

WHEREAS, said Declaration of Covenants, Easements, Charges and Liens was recorded at Liber 763, folio 156 among the Land Records of Washington County, Maryland, and

WHEREAS, Section 6.4.3 provided as follows:

An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Lot against which such Assessment Lien is imposed, if and only if such Mortgage is recorded among the Land Records before a Statement of Lien imposing such Assessment Lien is recorded there among, and

WHEREAS, it is the desire of the SC DEVELOPMENT, CORP., INC., Developer, and two-thirds (2/3) of the lot owners in the Subdivision known as Woodlands North to amend and modify Section 6.4.3.

NOW THEREFORE, the undersigned, being the Developer and two-thirds (2/3) of the lot owners ~~and two-thirds (2/3) of the lot owners~~ do hereby amend Section 6.4.3 to read as follows:

6.4.3 The lien of the assessment provided for herein shall be subordinate to any mortgage or deed of trust placed upon the lot subject to assessment; provided, however, that the sale or transfer of any lot pursuant to a mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. The sale or transfer shall not relieve the lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ATTEST:

SC DEVELOPMENT, CORP., INC.

Victoria Y. Ben

BY:

Oliver P. Craig

I hereby certify that the foregoing instrument was prepared by or under the supervision of, the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

G. Clair Baker, Jr.

G. Clair Baker, Jr.

Lot 109 Block 5
 Lot 100 Block 4
 Lot 98 Block 4
 Lots 92 Block 4

WITNESS:

Victoria Lifer Allen D. Craig

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 8th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared

Allen D. Craig, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria Lifer
 Notary Public

My Commission Expires:
 July 1, 1990

WITNESS:

Lot 112 Block 5
 Lot 65 Block 3
 Lot 60 Block 3
 Lots 59 Block 3

Craig Blacktop Paving, Inc.
Allen D. Craig
 President

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 8th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared

Allen D. Craig President, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria Lifer
 Notary Public

My Commission Expires:
 July 1, 1990

Block 1, Lots 2-4 & 6-24
Block 4, Lots 69-84, 86-88, & 94-96

WITNESS:

Victoria L. Lisen

Lots above Block above

SC Development Corp
Allen O. Cray
President

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 8th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Allen O. Cray, President, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Lisen
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Victoria L. Lisen

Lots 85 Block 4

Allen O. Cray

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 14th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lynn W. Dick, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Lisen
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Lots 108 Block 5

Victoria L. Lifer Evelyn R. Monnett
Victoria L. Lifer Richard E. Monnett

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 13th day of June,
 1988, before me, the subscriber, a Notary Public in and for the
 State and County aforesaid, personally appeared.

Evelyn R. & Richard E. Monnett, and
 did acknowledge the foregoing instrument to be their voluntary
 act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Lifer
 Notary Public

My Commission Expires:
 July 1, 1990

WITNESS:

110 5
 Lots 90 Block 4

Victoria L. Lifer Roger T. Craig

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 13th day of June,
 1988, before me, the subscriber, a Notary Public in and for the
 State and County aforesaid, personally appeared

Roger T. Craig, and
 did acknowledge the foregoing instrument to be their voluntary
 act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Lifer
 Notary Public

My Commission Expires:
 July 1, 1990

~~WITNESSES~~

Lots 117 Block 5

Russell L. Kaplan 1150 Woodlands Road

Vivian A. Kaplan 1150 Woodlands Road

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 7th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Russell L. Kaplan & Vivian A. Kaplan and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Kathy O'Brien
Notary Public

My Commission Expires:
July 1, 1990

~~WITNESSES~~

Lots 107 Block 5

Kenneth L. R. Edwards 1672 Woodlands Road

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 7th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth L. R. Edwards and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Kathy O'Brien
Notary Public

My Commission Expires:
July 1, 1990

~~WITNESS~~Lots 116 Block 5

John M. Miller 1652 Woodside Ave

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 7th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John M. Miller, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Kathy O'Connor
Notary Public

My Commission Expires:
July 1, 1990

~~WITNESS~~Lots 118 Block 5

John F. Bond 1652 Woodside Ave

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 7th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John F. Bond, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Kathy O'Connor
Notary Public

My Commission Expires:
July 1, 1990

WITNESSES

Lots 120 Block 5

Arthur C. Ruffey 1648
Alan C. Ruffey 1648

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 17th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Arthur and Alan C. Ruffey, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Kathy O'Connor
 Notary Public

My Commission Expires:
 July 1, 1990

WITNESSES

Lots 97 Block 4

Ricardo Uriarte #1653
Candace Uriarte #1653

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 17th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ricardo and Candace Uriarte, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Kathy O'Connor
 Notary Public

My Commission Expires:
 July 1, 1990

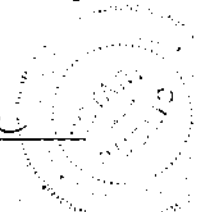
WITNESS:

Lots 93 Block 4James W. Hajek 1661 Woodlands Run

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 7th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James W. Hajek, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.


Ruth A. O'Connor
 Notary Public

 My Commission Expires:
 July 1, 1990

WITNESS:

Lots 105 Block 5Ruth A. Pearl 1676 Woodlands Run

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 7th day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ruth A. Pearl, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.


Ruth A. O'Connor
 Notary Public

 My Commission Expires:
 July 1, 1990

WITNESS:

Lots 103 Block 5

Victoria L. Gipe Benjamin J. Giallo
Victoria L. Gipe Adeline Di Fusco

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Benjamin J. Giallo and Adeline Di Fusco, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Gipe
 Notary Public

My Commission Expires:
 July 1, 1990

WITNESS:

Lots 1 Block 1

Victoria L. Gipe Albert M. Kane
Victoria L. Gipe Helen H. Kane

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Albert M. and Helen H. Kane, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Gipe
 Notary Public

My Commission Expires:
 July 1, 1990

WITNESS:

Lots 36 Block 2

Victoria M. Green Jeffrey T. Hayzlett

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 23rd day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jeffrey T. Hayzlett, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria M. Green
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Lots 34 Block 2

B. Clair Balf Virginia M. Fitzwater

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 25th day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Virginia M. Fitzwater, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria M. Green
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Lots 33 Block 2

Victoria L. Gier Ruth R. Weaver

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ruth R. Weaver, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Gier
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Lots 68 Block 3

Victoria L. Gier John I. Kleppinger

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John I. Kleppinger, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Gier
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Lots 102 Block 5Victoria L. GierR. Eugene Goldsmith

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared R. Eugene Goldsmith, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Gier
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Lots 56 Block 3

Victoria L. Gier
Victoria L. Gier

Lea A. Henderson
C. Gordon Henderson

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared C. Gordon Henderson + Iola A. Henderson, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Gier
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Lots 115 Block 5

Victoria L. Diggins Orrell Diggins
Victoria L. Diggins Elizabeth Diggins

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May,
 1988, before me, the subscriber, a Notary Public in and for the
 State and County aforesaid, personally appeared
Daniel A. Diggins + Elizabeth F. Diggins, and
 did acknowledge the foregoing instrument to be their voluntary
 act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Diggins
 Notary Public

My Commission Expires:
 July 1, 1990

WITNESS:

Lots 111 Block 5

Victoria L. Diggins Ardis J. Wells

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May,
 1988, before me, the subscriber, a Notary Public in and for the
 State and County aforesaid, personally appeared
Ardis J. Wells, and
 did acknowledge the foregoing instrument to be their voluntary
 act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Diggins
 Notary Public

My Commission Expires:
 July 1, 1990

WITNESS:

Lots 51 Block 3

Victoria G. Ghen Esther M.S. and Robert F. Smith
Victoria G. Ghen Robert F. Smith

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May,
 1988, before me, the subscriber, a Notary Public in and for the
 State and County aforesaid, personally appeared Esther M.S. and Robert F. Smith, and
 did acknowledge the foregoing instrument to be their voluntary
 act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria G. Ghen
 Notary Public

My Commission Expires:
 July 1, 1990

WITNESS:

Lots 44 Block 2

Victoria G. Ghen Betty J. Clem
Victoria G. Ghen Betty J. Clem

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of _____,
 1988, before me, the subscriber, a Notary Public in and for the
 State and County aforesaid, personally appeared Betty J. Clem, and
 did acknowledge the foregoing instrument to be their voluntary
 act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria G. Ghen
 Notary Public

My Commission Expires:
 July 1, 1990

WITNESS:

Lots 46 Block 2

Victoria L. Gien Shirley H. Woolbridge

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Shirley W. Woolbridge, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Gien
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Lots 63 Block 3

Victoria L. Gien Beverly M. Concaugh

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 19th day of May, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Beverly M. Concaugh, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Victoria L. Gien
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

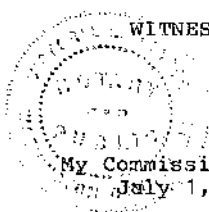
Lots 30 Block 2

Victoria G. Jones James C. Failer

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 1st day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James C. Failer, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.



Victoria G. Jones
Notary Public

WITNESS:

Lots 106 Block 5

Victoria G. Jones Michael G. Callas

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 3rd day of June, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael G. Callas, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.



Victoria G. Jones
Notary Public

WITNESSES:

Lots 61 Block 3Charmaine L. Casco x 1624 S. Washington St. P.A.John D. Casco x Hagerstown Md 21740

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 2nd day of June 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charmaine L. Casco, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Kathy H. O'Connell
Notary Public

My Commission Expires:
July 1, 1990

WITNESS:

Lots _____ Block _____

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, and did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:
July 1, 1990 **MAILED JUN 27 1988**

MAIL TO: Day and Schneider, P.A. 120 West Washington St., Hagerstown, Maryland 21740

Received for Record May 9, 1989 At 11:08 A.M. LIBER 914

AGREEMENT TO
TERMINATE THE DEVELOPMENT PERIOD

THIS AGREEMENT TO TERMINATE THE DEVELOPMENT PERIOD (the "Agreement") made this 27th day of April 1989 by and between SC Development Corp., Inc., a Maryland corporation, which maintains an office at 122 Hump Road, Hagerstown, Maryland 21740 (the "Developer") and The Woodlands North Association, Incorporated, a Maryland corporation, which maintains a mailing address in care of Meyers, Young & Grove, P.A., 82 West Washington Street, Hagerstown, Maryland 21740 (the "Association").

E X P L A N A T O R Y S T A T E M E N T

1. On 17 May 1984, the Developer executed and filed among the land records of Washington County, Maryland a Declaration of Covenants, Easements, Charges and Liens (the "Declaration") which is recorded in Liber 763, folio 156 and following. The Declaration provides, among other things, that during the Development Period, as that term is defined in the Declaration, the Developer shall be entitled to (a) cast three (3) votes in the Association's affairs for each vote which it would be entitled to cast if it were a Class A Member and (b) terminate the Development Period by recording among the land records of Washington County an instrument expressly providing for such termination and making specific reference to Paragraph 4.3.3(b)(i) of the Declaration.

2. Subsequently, the Developer caused the Declaration to be amended by an Amendment To Declaration Of Covenants, Easements, Charges And Liens which is recorded in Liber 879, folio 482, one of the land records of Washington County, Maryland (the "Amendment"). The Declaration and the Amendment are called collectively hereafter the "Amended Declaration".

3. At the 1988 annual meeting of the Association, which was held on 10 November, the Developer orally informed the Class A Members that it would terminate the Development Period as required by the Amended Declaration.

4. The Developer now wishes to terminate the Development Period in the manner required by the Amended Declaration.

NOW, THEREFORE, THE AGREEMENT WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar, the mutual premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby covenants and agrees as follows:

RECORD	14.00
POSTGE	.50
SETL	14.50
A 4982CHCK	14.50
01929	5-09611:02

1. Explanatory Statement. The Developer hereby adopts the Explanatory Statement and republishes it as part of the Agreement.

2. Termination of Development Period. Pursuant to Section 4.3.3(b)(1) of the Amended Declaration, the Developer hereby terminates the Development Period and expressly releases and relinquishes only its voting and related rights which it enjoyed during the Development Period.

3. Republication. Except as modified by the Agreement, the Developer hereby ratifies, confirms and republishes the Amended Declaration to the same extent as if it were more fully set forth herein.

4. Joinder. The Association has joined in the signing of the Agreement for the limited purpose of republishing the Amended Declaration except as modified by the Agreement.

5. Miscellaneous. Wherever used, the singular includes the plural, the plural the singular and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, the Developer has caused the Agreement to be duly executed by Ollen O. Craig, its president, and its corporate seal to be hereunto duly affixed and attested to by Evelyn R. Monnett, its secretary.

IN TESTIMONY WHEREOF, the Association has caused the Agreement to be duly executed by Robert A. Kronenberg, its president, and its corporate seal to be hereunto duly affixed and attested to by Evelyn R. Monnett, its secretary.

WITNESS AND ATTEST:

SC DEVELOPMENT CORP., INC., a
Maryland corporation

Evelyn R. Monnett
Evelyn R. Monnett
Secretary

By: Ollen O. Craig
Ollen O. Craig
President

WITNESS AND ATTEST:

THE WOODLANDS NORTH ASSOCIATION,
INCORPORATED, A Maryland
corporation

Evelyn R. Monnett
Evelyn R. Monnett
Secretary

By: Robert A. Kronenberg
Robert A. Kronenberg
President

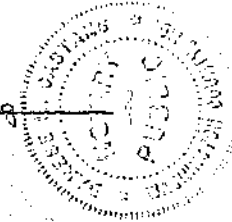
STATE OF MARYLAND, COUNTY OF WASHINGTON, To-Wit:-

I HEREBY CERTIFY, That on this 27th day of April A. D., 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ollen O. Craig, who acknowledged himself to be the President of SC Development Corp., Inc., and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as its President.

Witness my hand and official Notarial Seal.

Darlene L. Contreras
Notary Public

My Commission Expires:
1 July 1990



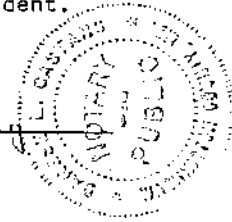
STATE OF MARYLAND, COUNTY OF WASHINGTON, To-Wit:-

I HEREBY CERTIFY, That on this 27th day of April A. D., 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert A. Kronenberg, who acknowledged himself to be the President of The Woodlands North Association, Incorporated, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as its President.

Witness my hand and official Notarial Seal.

Darlene L. Contreras
Notary Public

My Commission Expires:
1 July 1990



MAILED MAY 16 1989

Mail To #Grave,
Meyers & Young, P.A.
Attention: Harris L. Bowman
P.O. Box 1267
Hagerstown, MD 21740

WASHINGTON COUNTY CIRCUIT COURT (Land Records) VJB 773, p. 0276, MSA CE18_723. Date available 09/27/2005. Printed 10/11/2022.

276

RIGHT OF WAY

621

Received for Record October 29th, 1984 At 1:35 P.M. LIBER 773

For and in consideration of One Dollar (\$1.00) paid by COLUMBIA GAS OF MARYLAND, INC.

a DELAWARE corporation, hereinafter called the Company, to SC DEVELOPMENT CORP., INC.

RECORDED
A 3876-CHOK
14.00
14.00
OCT 29 1984

hereinafter collectively called the Landowner, the receipt whereof is hereby acknowledged,
and in further consideration of the promise of the Company to pay the Landowner NONE and no 00/100

Dollars (\$00.00) per linear rod of pipeline to be laid on the premises described herein, before entry is made to construct the same, and to pay Landowner for any damage to crops, trees and fences caused by the construction, operation, maintenance, replacement or removal of said pipeline, the Landowner does hereby grant and convey to the Company an easement and right of way to construct a 4-inch or smaller pipeline and appurtenant equipment for the transportation of gas, oil, petroleum products or any other materials or substances which may be transported singly or in combination through a pipeline; to construct, maintain, replace and finally remove said lines; over and through all that certain tract of land situate in Election District No. City of

Hagerstown, Washington County, State of Maryland, containing 15.092 acres, more

or less, title to which tract was last conveyed by deed dated August 29, 1983 19 83, granted by

Norman R. Sandler, et al, to SC Development Corp, Inc.

and recorded in the Land Records of Washington County, Maryland in Liber 750, Folio 108 and said tract being bounded

On the North by lands now or formerly of N/F Dewey- Jordan, Inc.

On the East by lands now or formerly of Hamilton Grove Limited Partnership, and Proposed Haven Road

On the South by lands now or formerly of N/F Pennsylvania Railroad

On the West by lands now or formerly of N/F Pennsylvania Railroad and Dewey- Jordan, Inc.

TOGETHER with the right of ingress and egress to and from the said easement, reserving to the Landowner the full use and enjoyment of the said premises except for the rights herein granted to said Company.

The route of the pipeline across the above tract is shown on a plat identified as Exhibit A attached hereto and made a part hereof.

The Landowner and the Company have agreed as a part of the consideration hereof that any damages to crops, trees or fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Landowner and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

The Landowner does hereby grant and convey unto the Company an easement and right of way, at any time, to lay a second pipeline of the same or smaller size in the proximity of the first pipeline laid hereunder, to be used for the same purposes, with the same rights and privileges and subject to the same conditions for such second line, including payment of a like consideration per linear rod before entry is made to lay such second line, as is hereinbefore provided for the first pipeline.

The rights, privileges and terms hereby shall extend to and be binding upon the Landowner and the Company and their respective representatives, heirs, successors and assigns.

WITNESS the due execution of this right of way this 22nd day of November, 1983.

The said pipelines are to be laid as shown on Drawing No. M21-38-83 attached hereto and made apart hereof.

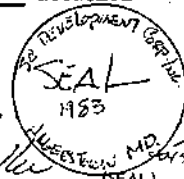
Signed, sealed and delivered in presence of:

WITNESS: ATTEST:

SC Development Corp., Inc.

BY: Marilyn R. Sandler, Secretary

By: Norman R. Sandler, President



The true, full and complete value of any land tenement, hereditament or interest herein conveyed by this instrument is \$ 1.00

MAILED NOV 8 1984
Land Records
PO Box 2
61 East Washington Street
Washington PA 15301-0610

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

277

On this 24 day of NOVEMBER, 1983, before me, _____ a Notary Public,
the undersigned officer, personally appeared Norman R. Sandler, _____ known to me
(or satisfactorily proven) to be the person _____ whose name _____ is ~~not~~ subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein.

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

Clarence H. Miller
NOTARY PUBLIC

My Commission Expires:

July 1-1986

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

On this 24 day of NOVEMBER, 1983, before me, _____ a Notary Public,
the undersigned officer, personally appeared Marilyn R. Sandler, _____ known to me
(or satisfactorily proven) to be the person _____ whose name _____ is ~~not~~ subscribed to the within instrument and
acknowledged that she executed the same for the purposes therein.

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

Clarence H. Miller
NOTARY PUBLIC

My Commission Expires:

July 1-1986

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

On this 24 day of November, 1983, before me, A NOTARY PUBLIC,
the undersigned officer, personally appeared Norman R. Sandler who acknowledged himself to be the
President of SC Development Corp., Inc., a corporation, and that he as such President being
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of
the corporation by himself as President.

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

Clarence H. Miller
NOTARY PUBLIC

My Commission Expires:

July 1-1986

FORM C (EPLS) 1702 (CONT.)
(2-74)

R/W PLAN (MD)

W. O. 107-555-441-1527 W. O. 107-555-441-1528 No. <u>624</u> Work Order No.		RIGHT OF WAY	
FROM SC Development Corp., Inc.		TO Columbia Gas of Maryland, Inc.	
Address R. D. # 1, Box F, Rohersville, Maryland 21779		Date November 22, 1983	
Columbia Gas of Maryland, Inc.		Distribution Main	
233.23 Rods of 4" Pipe		City of Hagerstown	
Washington County		State of Maryland	
Received for Record 19		Recorded 19	
In Book		Page	
Recorder		Return to	
Land Services P.O. Box 2 51 East Wheelbar Street Washington, PA 15301-0070			

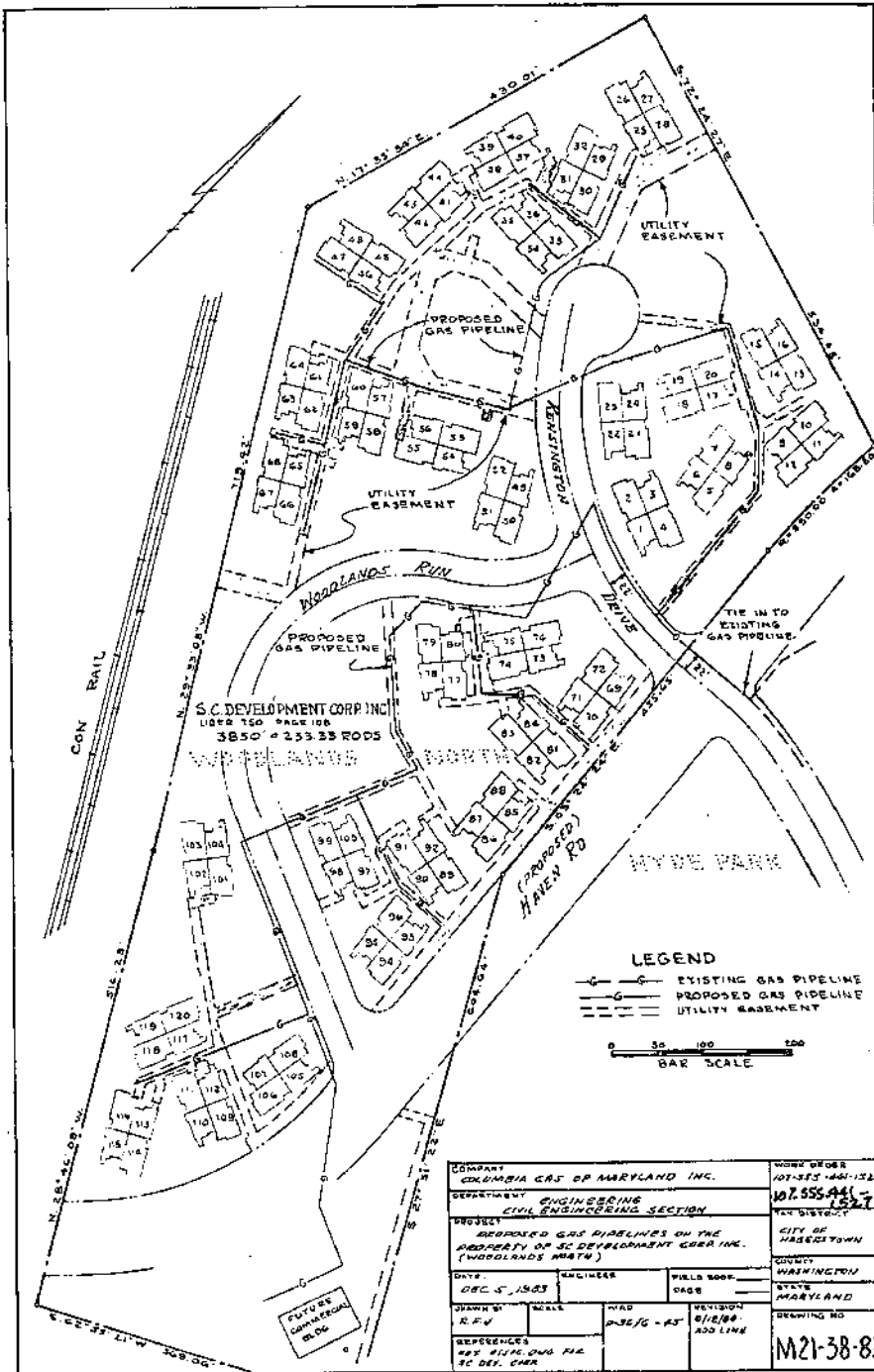
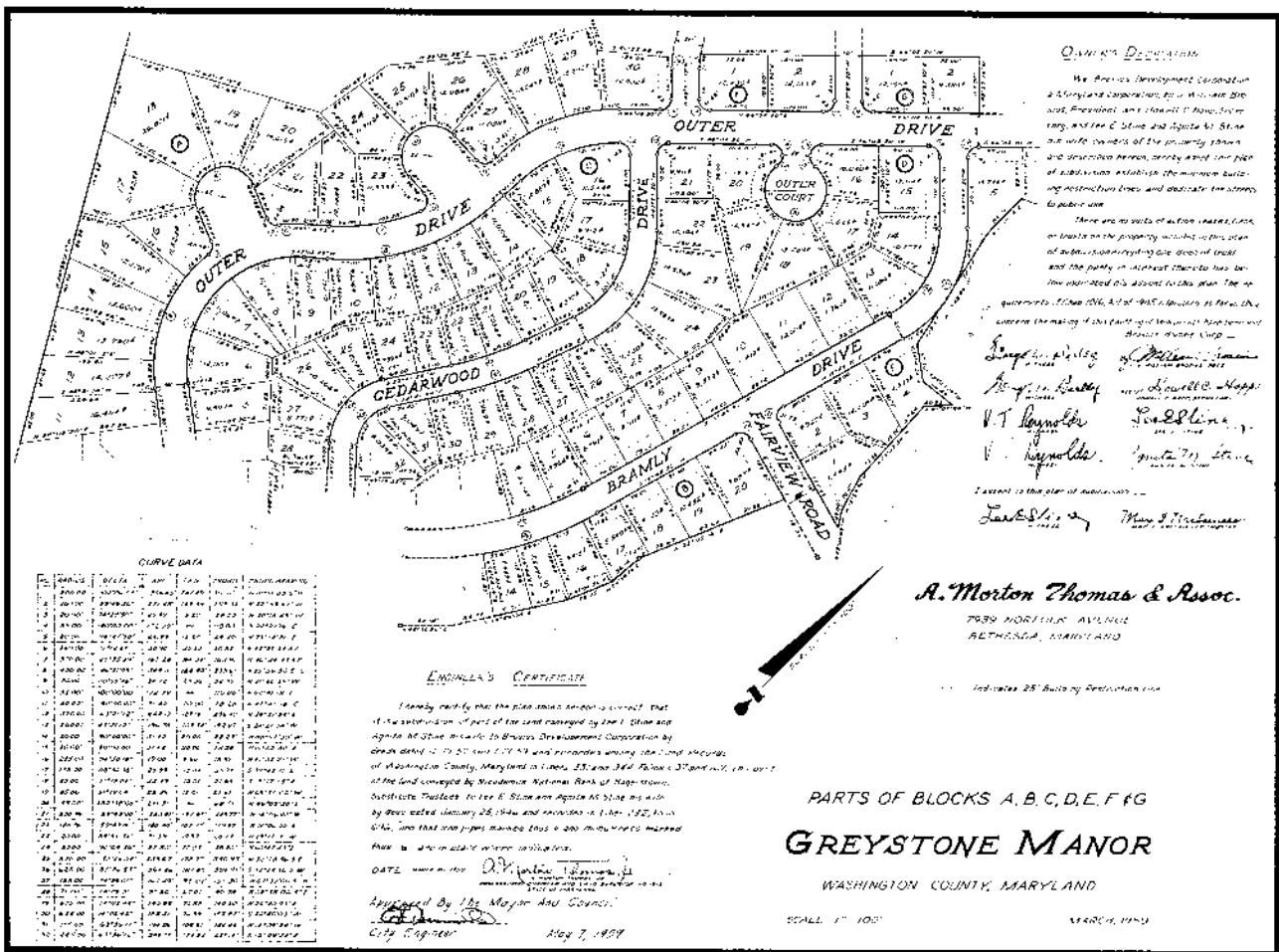


EXHIBIT "A"



WASHINGTON COUNTY CIRCUIT COURT (PMS) PM 1447-1448, MSA, C2.67.21.33. Date available 1992/05/06. Printed 07/11/2022.

CURVE TABLE

LINE	BEARING	ANGLE	CHORD	ARC LENGTH	CHORD BEARING
1	N 89° 00' E	90° 00'	100.00	100.00	S 89° 00' W
2	S 89° 00' W	90° 00'	100.00	100.00	N 89° 00' E
3	N 89° 00' E	90° 00'	100.00	100.00	S 89° 00' W
4	S 89° 00' W	90° 00'	100.00	100.00	N 89° 00' E
5	N 89° 00' E	90° 00'	100.00	100.00	S 89° 00' W
6	S 89° 00' W	90° 00'	100.00	100.00	N 89° 00' E
7	N 89° 00' E	90° 00'	100.00	100.00	S 89° 00' W
8	S 89° 00' W	90° 00'	100.00	100.00	N 89° 00' E

COORDINATE TABLE

LINE	NORTH	EAST	SOUTH	WEST
1	665416.000	100000.000	0.000	0.000
2	665416.000	100000.000	0.000	0.000
3	665416.000	100000.000	0.000	0.000
4	665416.000	100000.000	0.000	0.000
5	665416.000	100000.000	0.000	0.000
6	665416.000	100000.000	0.000	0.000
7	665416.000	100000.000	0.000	0.000
8	665416.000	100000.000	0.000	0.000

WASH. CO. P. AT NO. 1447
HALL OF REC. NO. 1593

LEGEND

- Existing San Sewer
- Existing Water
- Prop. San Sewer
- Prop. Water
- Prop. City Group
- Prop. City Lot 152
- Water System
- San Sewer System
- Reserved Area
- Other of Street
- Indication

VICINITY MAP 1"=1200'

CERTIFICATE OF OWNERSHIP AND DEDICATION

Norman K. Sandor and Marilyn K. Sandor, his wife and Ellen D. Gray and Lillian B. Gray, the wife, do hereby certify that we are the legal and true owners of the property shown and described herein and that we agree the Plan of Subdivision and establish the minimum building regulations and

We do hereby dedicate all utility easements and drainage areas with the Mayor and City Council of Hagerstown, Maryland and reserve the fee simple title to all right-of-way, streets, alleys, open spaces and other public areas except those specifically designated as public use. We do hereby offer to dedicate all public use areas specifically designated as public use and all public utility easements to the Mayor and City Council of Hagerstown, Maryland for the use of the public in general. Said offer shall not be deemed to be accepted by the City until said offer is formally accepted in the manner prescribed by law.

This deed and agreement of dedication shall be binding upon our heirs, assigns, successors, heirs, and personal representatives and all parties and interests therein have heretofore acknowledged their signatures indicating their consent to this Plan of Subdivision.

There are no leases, liens, suits, actions of law, mortgages or liens affecting the property included in this plan except a certain mortgage of which those with an interest therein have indicated their assent below.

WITNESS our hands and seals this 12th day of May 1990

WITNESSES: *John P. Lattimore* *Thomas H. Sandor*
Thomas H. Sandor *Marilyn K. Sandor*
Ellen D. Gray *Lillian B. Gray*
Ray E. Dineen

We hereby assent to this plan of subdivision

Developer: Hamilton Drive Limited Partnership
P.O. Box 678
Crown Point, MD 21031
Phone: (301) 781-1111
Hagerstown, MD 21740
P.O. Box 571
Hagerstown, MD 21740
Phone: (301) 781-1111

CERTIFICATE OF APPROVAL OF WATER AND SEWERAGE SYSTEMS

I hereby certify that the water, sewerage and drainage systems shown on this plan are in accordance with the City of Hagerstown, Maryland Health Ordinance and are hereby approved as shown.

John S. Mullins
CITY ENGINEER

CERTIFICATE OF APPROVAL

I do hereby certify that the Plan of Subdivision shown herein complies with the Subdivision Ordinance for the City of Hagerstown, Maryland and the provisions of such ordinance, and that the same have been placed on file in the office of the Register of Deeds.

5-12-90 *Thomas H. Sandor*
CITY CLERK

CERTIFICATE OF ASSURANCE

I hereby certify that the plan shown and described herein is a true and correct copy of the original plan as shown to the Mayor and City Council of Hagerstown, Maryland and that the same have been placed on file in the office of the Register of Deeds.

April 21, 1990
CITY CLERK

HYDE PARK

CITY OF HAGERSTOWN

WARD 5

TAX PLATE # 37

WASHINGTON COUNTY, MARYLAND

SCALE 1"=100'

APRIL 1990

Filed and Recorded

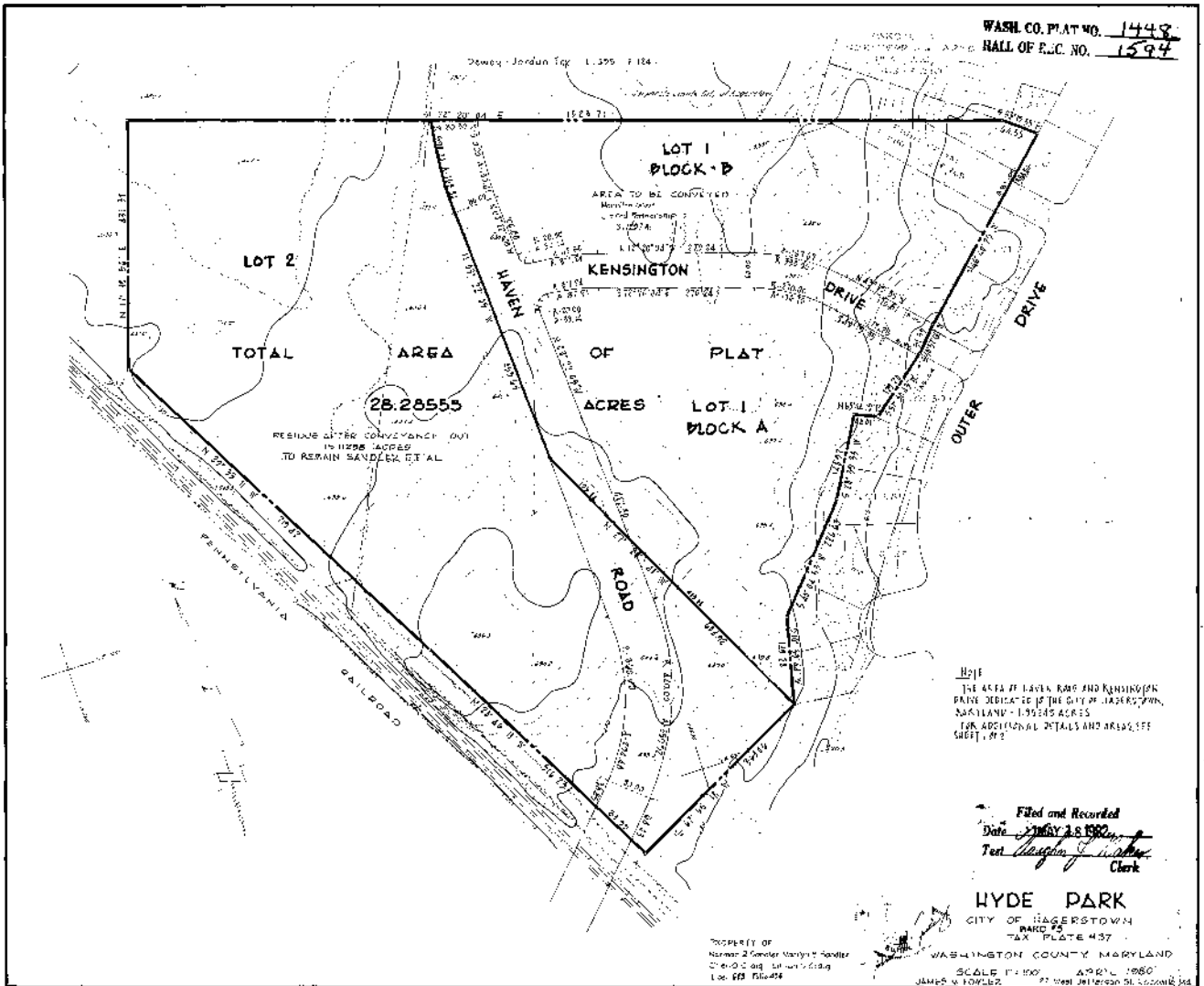
Date: MAY 16 1990

Tax: *Lauren M. Miller*

DETAIL 1-1

No. 50-100

WASHINGTON COUNTY CIRCUIT COURT (Plat) Plat 1447-1448, MSA, C2167-2132, Date available 1982/05/18, Printed 10/11/2022.



D

**IN THE CIRCUIT COURT FOR
WASHINGTON COUNTY, MARYLAND**

Blue Mountain Group, LLC, Plaintiff, vs. SC Development Corp., Inc., <i>et al.</i> , Defendants.	Case No. _____
--	----------------

**AFFIDAVIT OF COMPLIANCE WITH
MD. CODE ANN., TAX-PROP. § 14-833(a-1)**

In accordance with Md. Code Ann., Tax-Prop. § 14-833(a-1), I, Ryan Lewis, hereby certify that, on **October 18, 2022**, I caused to be mailed by first-class certified mail, postage prepaid, return receipt requested, bearing a postmark of the United States Postal Service in an envelope prominently marked on the outside with the following phrase “Notice of Delinquent Property Tax” the first notice(s) required by the statute to the names and addresses set forth in Exhibit 1 hereto, which names and addresses are hereby incorporated herein by reference as if set forth verbatim herein.

I further certify that, on **October 28, 2022**, I caused to be mailed by first-class certified mail, postage prepaid, return receipt requested, bearing a postmark of the United States Postal Service in an envelope prominently marked on the outside with the following phrase “Notice of Delinquent Property Tax” the second notice(s) required by the statute to the names and addresses set forth in Exhibit 1 hereto, which names and addresses are hereby incorporated herein by reference as if set forth verbatim herein.

I further certify that the above notices included a statement verifying that the amount that shall be paid to redeem the property complies with the requirements of Md. Code Ann., Tax-Prop. § 14-833(a-1)(3).

Evidence of the mailing of the second notice(s) is attached hereto as Exhibit 1.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this affidavit are true.

December 19, 2022

Date



Ryan Lewis, Esq.
AIS No: 1112140177
ryan@lewismcdaniels.com
LewisMcDaniels
50 Citizens Way, Ste. 305
Frederick, MD 21701
Tel. (301) 818-0405
Fax (301) 818-0221

Attorneys for Plaintiff




\$7.820
US POSTAGE
FIRST-CLASS
FROM 21701
10/28/2022
stamps
and/or



NOTICE OF DELINQUENT PROPERTY TAX

SC Development Corp., Inc.
122 Hump Rd.
Hagerstown, MD 21740

File No. 1403-00008

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: SC Development Corp., Inc. 122 Hump Rd. Hagerstown, MD 21740 File No. 1403-00008  9590 9402 7787 2152 8903 85		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) 7022 1670 0001 8853 5203		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-8053

Domestic Return Receipt

LEWIS & DANIELS
50 CITIZENS WAY
SUITE 305
FREDERICK, MARYLAND 21701

CERTIFIED MAIL



7022 1670 0001 8853 5197



\$7.820
US POSTAGE
FIRST-CLASS
FROM 21701
10/26/2022
stamps
endicia



NOTICE OF DELINQUENT PROPERTY TAX

SC Development Corp., Inc.
1506 Kensington Dr.
Hagerstown, MD 21740

File No. 1403-00008

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: SC Development Corp., Inc. 1506 Kensington Dr. Hagerstown, MD 21740 File No. 1403-00008 9590 9402 7787 2152 8903 78		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) 7022 1670 0001 8853 5197		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

LEWIS & DANIELS
50 CITIZENS WAY
SUITE 305
FREDERICK, MARYLAND 21701

CERTIFIED MAIL



7022 1670 0001 8853 5180




\$7.82
US POSTAGE
FIRST-CLASS
FROM 21701
10/28/2022
stamps
and/or



NOTICE OF DELINQUENT PROPERTY TAX

SC Development Corp., Inc.
C/o James C. Oliver, Resident Agent
300 E Lombard St.
Baltimore, MD 21202

File No. 1403-00008

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: SC Development Corp., Inc. C/o James C. Oliver, Resident Agent 300 E Lombard St. Baltimore, MD 21202 File No. 1403-00008  9590 9402 7787 2152 8903 61		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) 7022 1670 0001 8853 5180		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9063 Domestic Return Receipt

**IN THE CIRCUIT COURT FOR
WASHINGTON COUNTY, MARYLAND
C-21-CV-22-000514**

Case No. _____ (TAX SALE)

Blue Mountain Group, LLC, Plaintiff,

vs.

SC Development Corp., Inc.; Washington County, Maryland; any and all unknown owners of the property and premises situate in Washington County, Maryland, described as PARCEL B 0.993 AC HAVEN ROAD WOODLANDS NORTH and being identified on the Tax Roll as Parcel ID: 21-025119, and which may be known as Vacant lot on Haven Rd., Hagerstown, MD 21740, the unknown owner's heirs, devisees, and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest; and, any and all persons that have or claim to have any interest in the property and premises situate in Washington County, Maryland, described as PARCEL B 0.993 AC HAVEN ROAD WOODLANDS NORTH and being identified on the Tax Roll as Parcel ID: 21-025119, and which may be known as Vacant lot on Haven Rd., Hagerstown, MD 21740, Defendants.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Washington County, Maryland, sold by the Collector of Taxes for Washington County, Maryland, and the State of Maryland:

described as PARCEL B 0.993 AC HAVEN ROAD WOODLANDS NORTH and being identified on the Tax Roll as Parcel ID: 21-025119, and which may be known as Vacant lot on Haven Rd., Hagerstown, MD 21740.

The Complaint states, among other things, that the amounts necessary for redemption have not been paid.

It is thereupon this **22nd of December, 2022**, by
the Circuit Court for Washington County, Maryland,

ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having general circulation in Washington County, Maryland, once a week for three (3) successive weeks, the last insertion on or before the 27th day of January, 2023, warning all persons interested in the property to appear in this Court by the 27th day of February, 2023, and redeem the property and/or answer the Complaint or thereafter a final judgment will be entered foreclosing all rights of redemption in and as to the property, and vesting in the plaintiff a title free and clear of all encumbrances.



JUDGE

Mark K. Boyer

Circuit Court for Washington County, Maryland

Please send publication invoice to Counsel for Plaintiff:

**Lewis McDaniels, LLC
50 Citizens Way, Ste. 305
Frederick, MD 21701**

**IN THE CIRCUIT COURT FOR
WASHINGTON COUNTY, MARYLAND**

Blue Mountain Group, LLC, Plaintiff, vs. SC Development Corp., Inc., <i>et al.</i> , Defendants.	C-21-CV-22-000514 Case No. _____
--	-------------------------------------

**NOTICE TO INTERESTED PARTIES OF ACTION TO FORECLOSE
THE RIGHT OF REDEMPTION IN PROPERTY SOLD AT TAX SALE**

This notice is provided pursuant to the requirements of Maryland Rules 14-502(b)(3) and 14-503(c) in connection with the filing in Court of the above-referenced action. Accordingly, you are hereby notified of the following:

A. The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate and lying in Washington County, Maryland, sold, either directly or via assignment, by the Collector of Taxes for the State of Maryland and Washington County, Maryland, to the Plaintiff in this proceeding. The complaint states, among other things, that the amount necessary for the redemption has not been paid, although more than six (6) months from the date of the sale have expired, and more than two (2) months from the date that the first of two (2) separate pre-suit notices of the tax sale was sent to each required interested party have expired.

B. The description of the particular property included in this foreclosure proceeding is as follows:

situate in Washington County, Maryland, described as **PARCEL
B 0.993 AC HAVEN ROAD WOODLANDS NORTH** and being

Please post property.

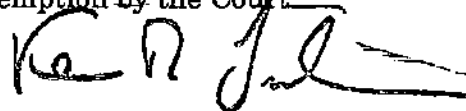
identified on the Tax Roll as Parcel ID: 21-025119, and which may be known as Vacant lot on Haven Rd., Hagerstown, MD 21740.

C. If you are an above-named person or entity, or any person or entity you represent has a recorded interest, claim, lien or judgment regarding the property or its owner, you and/or your client or your principal are hereby notified of the filing of this Complaint and are warned to redeem the property or to file an answer to the complaint on or before the latest of:


- i. the expiration date of the period described in the summons, or
- ii. the date specified in the Order of Publication, or
- iii. 33 days after the mailing out of said Order of Publication.

D. Failure to redeem the property or answer the Complaint may result in a final Judgment Foreclosing all Rights of Redemption in and as to the property and vesting in the Plaintiff a title, free and clear of all encumbrances.

E. The above notwithstanding, pursuant to Md. Code Ann., Tax-Prop. § 14-827, a person or entity with a legal interest in the property, may redeem at any time until the right of redemption has been finally foreclosed by the actual issuance of Judgment Foreclosing all Rights of Redemption by the Court.



Clerk of the Circuit Court for
Washington County, Maryland



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Issue Date: _____

Post Date: _____

Answer Date: _____

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