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LIBER 1296 FOLIO 96

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
"WEST OF EDEN" SUBDIVISION**

THIS DECLARATION, made this 18 day of June, 1992, by H & S BUILDERS, INC., (the "Developer"), a body corporate of the State of Delaware.

WHEREAS, the Developer is the owner of a Fifty-Seven (57) acre tract of land, more or less, located in Wicomico County, Maryland, more particularly described in Schedule "A" attached hereto and made a party hereof (hereinafter referred to as the "Property"). The Property consists of all of the land shown on the subdivision plat entitled "West of Eden", to be recorded among the Land Records of Wicomico County, Maryland, and any and all revisions and/or amendments to said subdivision plat.

WHEREAS, the Developer desires to subject the Property, and any and all lots located therein (the "Lots") and the improvements located or to be located thereon, to the Covenants, Conditions, Restrictions, and Easements set forth below, which are for the purpose of protecting the value and desirability of the Property and the improvements thereon and are for the purpose of distributing among the owners of the Lots the cost of maintaining and operating the common areas and any improvements constructed thereon.

WHEREAS, the Developer hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, Restrictions, and Easements set forth below.

NOW, THEREFORE, H & S Builders, Inc. does hereby adopt the following restrictions that shall be applicable to any and all lots located within the said 57 acre tract of land entitled "West of Eden", the following protective restrictions and covenants to be observed and enforced by Developer, its successors in title and designees, as well as by all owners and future purchasers of any of the above-described lots, to wit:

ARTICLE I
COVENANTS, CONDITIONS AND RESTRICTIONS

(1) **Lot Use**: The above mentioned lots shall be used for residential purposes only and no structure of any kind whatsoever shall be erected or maintained thereon, except dwellings and a one or two car private garage, nor more than two detached auxiliary buildings that are incidental to the occupancy of the dwelling, such as detached garages, storage buildings and dog kennels, etc... But only one dwelling may be built upon any lot laid out in the development and that dwelling shall not be more than a single family unit and shall not be later converted into a multi-family unit.

(2) **Building Approval**: No buildings shall be erected, placed or altered on any of the above described lots until the building plans, specifications and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location of building with respect to topography and finished grade and elevation by a committee composed of Helmut Otto and Sonja Schafer and a 3rd representative appointed by the existing committee member or by a representative designated by the members of said Committee. Said Committee has the absolute authority to approve or disapprove any dwelling or building for any of the above or other aesthetic reasons. Any changes of any portion of a proposed or existing building and changes of the exterior color and design must be approved by said committee from time to time as said changes are made. Said Committee shall be self-perpetuating and shall continue until its power and duties shall cease at the time hereinafter specified and in the event any

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member shall refuse to act or in the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority.

In the event (a) said committee, or its designated representative, shall fail to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or (b) if work is commenced without approval having been sought and no suit to enjoin the erection of such building, or the making of such alterations, has been commenced prior to the completion thereof; such approval will not be required, and this covenant will be deemed to have been fully complied with. Neither the members of such committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of such committee, and of its designated representatives, shall cease on and after July 1, 2002. Thereafter the approval described in this covenant shall not be required, unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this sub-division, and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers (including discretionary powers and rights) herein reserved by or conferred upon the said committee herein. Said powers and rights may be assigned or transferred by said committee or the survivor of them, to any one or more corporations or associations or individuals agreeing to accept same. Any such assignment or transfer shall be evidenced by any appropriate instrument recorded among the Land Records of Wicomico County, and upon the recordation thereof, the grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the said committee by this declaration.

(3) Floor Area:

a. Single Story Dwelling. No single story dwelling shall be built upon the aforesaid lots with a floor area of less than 1200 square feet, exclusive of the basement, porches, carports and attached garages.

b. One and One-Half Story and Two-Story Dwellings: No one and one-half story or two-story dwelling shall be built upon the aforesaid lots with a floor area of less than 900 square feet on the first floor, exclusive of the basement, porches, carports and attached garages.

(4) Trailers: That no trailers or trailer type dwelling shall be parked, erected, stand or be kept upon the aforesaid lots.

(5) Parking of Vehicles: Commercial vehicles, untagged or inoperable vehicles, boats, trailers of any type, campers, motor or trailer homes, farm equipment, and farm vehicles, shall be parked in a garage or carport or shall be otherwise screened so as not to be unsightly to any adjoining homesite. House trailers or recreational vehicles shall not be utilized as a temporary dwelling or otherwise occupied while parked on the homesite. No such vehicles shall be otherwise parked on any homesite, in any driveway, or on any street except that a boat may be parked in a driveway or parking area for a period not to exceed thirty (30) days during the spring for spring refurbishing and during the fall time for lay-up of said boat.

(6) Commercial Use: That there shall be no commercial or industrial usage on any of the said lots; including but not limited to storage of commercial and/or industrial equipment.

(7) Construction: The dwelling must be the first building erected on the property. All permanent structures shall be

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completed within one year of commencement of construction. All home builders will be required to plant grass seed or sod within four months after their homes are finished, and construct a driveway surfaced with stone, slag, or comparable road material or hard material such as macadam, concrete, etc. All dwellings shall be constructed with a minimum roof pitch of 12/5. No modular or prefabricated dwelling houses shall be permitted on any lot. Only stick built homes shall be permitted on any lot.

(8) Building Location: All buildings or parts thereof shall be constructed so as to comply with the minimum setback lines as established on the subdivision plat.

(9) Livestock and Poultry: No chickens, ducks, geese or any other kind of fowl, no horses, ponies, cows, no reptiles or livestock of any kind whatsoever, may be kept, maintained or bred on any lot or lots or in any dwelling or building erected thereon, nor shall any owner or occupant be permitted to breed domestic animals such as cats and dogs, etc., or keep more than two dogs and/or two cats on the premises, except fish. Any dogs and cats kept as pets must be restrained by pens, kept in the house or on a leash and not allowed to run at large.

(10) Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including but not limited to, loud and obtrusive noises such as loud music and persistent dog barking.

(11) Signs: No advertising or display signs of any character shall be placed or maintained on any part of the lots or on any building erected on said lots, except acceptable "For Rent" or "For Sale" signs, advertising the subject property, as may be approved by the political subdivision having jurisdiction.

(12) Fences, Shrubbery: All fences, hedges or shrubbery acting as a row or fence shall be less than 3 feet in height from the building line to the street.

(13) Satellite Dish Antennas: In no event shall a satellite dish be installed and located in the front yard or side yards, and all satellite dishes shall be screened as not to be visible from the street.

(14) Maintenance of Homesites: All homesites shall be maintained, whether occupied or unoccupied, so as not to become unsightly by reason of unattractive growth or the accumulation of garbage or rubbish.

(15) Fences: Proper perimeter fences where approved by the Committee, shall not exceed forty-eight inches (48") in height and shall not impede surface drainage. Privacy enclosures of open patios, swimming pools, or garden courts where approved by the Committee may not exceed forty-eight (48") in height if allowed by the Committee.

(16) Yards: The front yards of each lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any lot which blocks the view of operators of motor vehicles so as to create a traffic hazard.

(17) Clothes Dryers: Any and all exterior clothes dryers shall be located in the rear yard and shall be screened from view as not to be seen from any road side.

(18) Homeowners' Association:

A. All owners of lots in "West of Eden" shall become members of the West of Eden Homeowners' Association and agree to pay such dues and annual assessments as shall be voted by a majority of the

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members of said Association. All action taken by the Association shall be done by a majority vote with each lot having one (1) vote. The dues for the first year shall be Twenty-Five Dollars (\$25.00) payable upon purchase of the lot and the dues for all subsequent years shall be as agreed upon by the members of the Association as hereinbefore provided. However, H & S Builders, Inc. may waive the dues for the first year if it so desires. The purpose of the Association shall be to plan and develop recreational facilities on commonly controlled land and any other common areas and the assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the lot owners and in particular, for the improvements and maintenance of the recreational areas and storm water management area, including but not limited to, the payment of taxes and insurance thereon, and for the cost of labor, equipment, materials, management, supervision and professional services required in connection with the maintenance of such properties. Except as previously provided in Paragraph 2, complete control of the Association shall remain with H & S Builders, Inc. until one-half (1/2) of all lots have been sold and conveyed by H & S Builders, Inc. H & S Builders, Inc. shall be exempt from paying dues.

B. H & S Builders, Inc. shall convey to West of Eden Homeowners' Association as hereinbefore created fee simple title to the areas shown on the Subdivision plat as recreational and/or stormwater management areas. These areas shall be conveyed free and clear of all liens within two (2) years of the date of this Declaration.

C. The Association hereinbefore created shall maintain all recreational areas and in the event that the Owner, Owners or Association at any time hereafter shall fail or refuse to maintain the recreational and stormwater management areas so that such property shall fall into a state of significant disrepair or disorder, the County Council of Wicomico County, after providing fifteen (15) days advance written notice to the Owner, Owners or Association shall have the right to provide any reasonably required maintenance and cleaning of the area, and shall assess the said Owner, Owners and/or the Association and/or its Members for costs thus incurred as in the case of annual or special assessments for delinquent taxes and any such charge shall constitute a lien on such properties, as well as the lot of any individual owner who does not pay any such assessment. The said Wicomico County may also institute suit against any individual lot owner for any expense incurred in the repair and maintenance of said common properties. "Written Notice" hereinbefore referred to shall be deemed to have been given when such Notice is placed in the United States Mail with proper postage addressed to any such Owner, Owners, Registered Agent, Association or Members of the Association at the address shown for them in the tax records of Wicomico County or address for Registered Agent listed with Wicomico County, Department of Public Works."

ARTICLE II RESERVED EASEMENTS

1. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Developer over the front, side and rear five feet of each Lot for the installation and maintenance of utilities, storm water sewers, and surface drains. No Structure, planting, or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained

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continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of the governmental body or agency or a public authority or utility company. No conveyance by the Developer of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Developer's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Developer to thereby convey or release the easements.

2. The Developer further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Developer may deem necessary for the improvement of the Property in, over, through, upon, and across any and all of the streets, avenues, roads, courts, and open spaces, and in, over, through, upon, and across each and every Lot in the easement area reserved in paragraph 1 of Article II of this Declaration or as shown on the Plat. The Developer further reserves to itself, its successors, and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces, and easements to public use. No street, avenue, road, court, open space, or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Developer.

ARTICLE III General Provisions

Term: With the exception of Article I paragraph 19C hereinabove, which shall continue in perpetuity, these restrictions and the covenants creating them are to run with the land and shall be binding upon all the parties and persons claiming under them until July 1, 2002, at which time and at the end of each ten year period thereafter, the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless a majority of the then owners of the lots agree to change said covenants and/or restrictions in whole or in part. Such changes, if any, shall be uniform in application.

Enforcement: If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the tract covered by said covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him or them from so doing or to recover damages or other dues for such violation. Any party enforcing the covenants herein shall not be liable for damages of any kind to any party who fails to abide by or carry out any of these restrictions. Failure of Developer or any persons owning any of the said lots to enforce any of the covenants or conditions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter, or of the covenant or condition itself.

Severability: Invalidation of any of these covenants by judgment, decree or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

Except as may be provided thereby, laws and ordinances are not altered or affected by these Covenants and Restrictions and compliance herewith will not constitute compliance with any law or ordinance. Accordingly, applicable laws and ordinances should be consulted as if these covenants and restrictions do not exist.

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IN WITNESS WHEREOF, the Declarant has executed this instrument on the day and year first above written.

ATTESTED

Sonja Schaefer
Sonja Schaefer, Secretary
STATE OF MARYLAND, Wicomico

H & S BUILDERS, INC. (SEAL)
By: Helmut Otto
Helmut Otto, President
COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18 day of June, 1992, before me, the undersigned officer personally appeared HELMUT OTTO, who made acknowledgement on behalf of the corporation, who acknowledged himself to be the President of H & S Builders, Inc., a corporation, 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 the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
Maureen K. Kelly
Notary Public

My Commission Expires:
My Commission Expires June 1, 1993

AFFIDAVIT OF PREPARATION

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

Robert S. Collison
Robert S. Collison, Esq.

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SCHEDULE A

ALL of that land which was conveyed unto John M. Bloxom, III, by Hat Crown Corporation, a body corporate of the State of Maryland, by deed dated January 28, 1981 and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S No. 954, folio 268, in which said deed and herein also, the land hereby intended to be conveyed is more particularly described as follows:

ALL that tract or parcel of land situate and lying in Trappe Election District of said County on the northwest side of the county road from Upper Ferry to Allen and the south side of the county road from Upper Ferry via the Clifford Copper home place to the old Allen wharf, containing 57 acres, more or less, and being the same land which by deed dated December 30, 1966, and recorded as aforesaid in Liber J.W.T.S. No. 644, Folio 96, was granted and conveyed by Elva A. Bounds, widow, unto the said John M. Bloxom, III.

BEING the same land and property which was conveyed unto H & S Builders, Inc., by John M. Bloxom, III by deed dated March 27, 1992 and recorded among the Land Records for Wicomico County, Maryland in Liber M.S.B. No. 1286, folio 461.

Record Fee 30.00
REAL PR.P 2.00
SUBTOTAL 32.00
CHECK TL 32.00

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Co. Public Works

Received for Record June 19, 1992 and recorded in the
Land Records of Wicomico County, Maryland in Liber M.S.B
No. 1296 Folios 96-100

Mark S. Bowen Clerk

Ex. D County Public Works

7/20/92