

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MEADOWBRIDGE ESTATES SUBDIVISION

THIS DECLARATION is made this ____ day of _____, 2002, by Cedar Landing Development, Inc., hereinafter termed "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of a certain parcel of land situate in the Fruitland Election District of Wicomico County, Maryland, and more particularly described as follows: All that lot, piece or parcel of land situate, lying and being in Fruitland Election District, Wicomico County, Maryland, and being more particularly designated and distinguished as Parcel "A", Parcel "B" and Parcel "C", as shown on a plat entitled: "Lands of Kenneth Mills Moonglow Road and Meadowbridge Road City of Fruitland, Maryland", prepared by Parker & Associates, dated June 20, 2002, and recorded in Liber No. 14, Folio 224, among the Land Records of Wicomico County, Maryland.

In addition a portion of said property being identified by recorded plat entitled "Meadowbridge Estates Section One" and recorded among the aforesaid Land Records in Plat Book 14, Folio 259.

WHEREAS, the Developer desires to subject the Property, and the lots located therein (the "Lots"), either now or to be platted in the future time to be subject 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 Lots;

WHEREAS, Hebron Savings Bank is grantee of a certain Deed of Trust (the "Deed of Trust") on the Property from the Developer dated September 26, 2002, which is recorded among the Land Records of Wicomico County, at Liber M.S.B. No. 1971, Folio 749, et seq. In addition, Hebron Savings Bank is the holder of the promissory note secured by the Deed of Trust. By and through its President Gregory W. Johnson, authorized signator for the Hebron Savings Bank joins in this Declaration for the purpose of subordinating the Deed of Trust to the legal operation and effect of this Declaration.

The Developer, and Hebron Savings Bank hereby declare that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, Restrictions, and Easements set forth below.

WHEREAS, the plat or plats of Meadowbridge Estates Subdivision either recorded heretofore or hereinafter among the records of Wicomico County, Maryland, shall contain certain parts thereof to be used for Storm Water Management, Retention Pond, Sprinkler System and Landscape Areas, and easements thereto, and said assigned areas shall be designated as Common Areas; and

WHEREAS, Developer has deemed it advisable to provide for the preservation and maintenance of said areas and easements and to subject the lots sold in the subdivision to certain

WHEREAS, Developer has deemed it advisable to provide for the preservation and maintenance of said areas and easements and to subject the lots sold in the subdivision to certain mutually beneficial restrictive covenants, conditions, charges, easements and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it advisable to provide for the efficient preservation of the property values, drainage easements, and open spaces in said community to create an association to which will be delegated and assigned the powers and responsibilities of maintaining the areas herein referred to and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer intends to organize an association for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Developer declares the real property above described known as Meadowbridge Estates Subdivision as per plat thereof heretofore or hereafter recorded among the Land Records of Wicomico County, Maryland, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and charges (sometimes referred to as "Declaration") hereinafter set forth;

1. (A) All single family residences shall have a square footage minimum of 1,450 square feet.

(B) Not more than one (1) private dwelling house or residence and a garage solely for the use of the owner or occupier thereof shall be erected or placed upon any lot; and such house or residence shall never be used or occupied for any purpose except for that of a private residence exclusively; nor shall any part or portion thereof ever be used or occupied except solely as a single family residence; nor shall any lot or any part thereof ever be used or occupied for trade, business or professional purposes of any kind whatsoever; nor shall any signs or other displays of a commercial nature be erected with the exception of a customary "For Sale" sign giving notice that the particular house or lot on which the sign is located is for sale.

2. No private dwelling house, residence, garage, fence, pool, wall, conventional radio or television antennae, television dish antennae, or other structure shall be commenced, erected or maintained on any lot; nor shall any addition to or change or alteration therein be made until and unless the plans and specifications showing the nature, kind, shape, height, width, depth, size, square footage, setbacks, materials, construction details, floor plans, color scheme, elevation, grade, location and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Developer, and a copy thereof, as finally approved, filed permanently with Developer. The Developer shall have the right to refuse to approve any such plans or specifications or grading plan which will not be suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications or grading plan, the Developer shall have the right to take into consideration

the suitability of the proposed dwelling house, residence, garage, or other structure and the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the private dwelling house, residence, garage or other structure as planned, on the adjacent properties, on the outlook of the adjacent or neighboring properties, and on the property values of adjacent properties, lots and the subdivision generally. Developer shall notify a lot owner of its approval or disapproval within twenty (20) days after plans and specifications and grading plans are submitted.

3. All buildings or part thereof shall be constructed so as to comply with the minimum setback line as established on the subdivision plat. However, the Developer may waive this requirement when construction has unintentionally been placed over the setback line if the Developer files among the Land Records a waiver stating that such violation does not, in the opinion of the Developer, adversely affect the value of the adjoining properties. However, in no instance may the Developer reduce the setback requirements below the minimum standards imposed by Wicomico County regulations and ordinances without the specific and prior approval of Wicomico County, State of Maryland.

4. That no hogs, cattle, horses, ponies or other livestock and no poultry shall be kept or maintained on or about said premises.

5. (A) All owners of lots in this subdivision shall become members of the Meadowbridge Estates Subdivision Homeowners Association and agree to pay such dues and annual assessments as shall be voted by a majority of the members of said Association. All action taken by the Association shall be done by a majority vote with each lot having one vote. The dues for the first year shall be Fifty Dollars (\$50.00) 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. The Developer shall collect the first year's dues at the time of settlement and deposit all such collections in an interest-bearing account titled in the name of the homeowners association. Furthermore, at any time that the account of the homeowners association has a balance in excess of \$10,000.00, the Treasurer or other party who is entrusted with the safekeeping of the association's funds shall maintain those funds only after securing a bond or alternatively keeping all such funds subject to the requirement that it takes not less than three (3) members of the association to withdraw therefrom. Also, upon any transfer of a lot in the subdivision, the purchaser of such lot shall inform the Registered Agent of the association, as hereinafter provided, of the transfer at which time the Registered Agent shall collect any assessments which may be in arrears and any settlement agent, in conducting such a transfer, is authorized to deduct any and all arrearages from the seller and pay same to the association. This provision, however, shall not apply to foreclosure sales or other transfers that result in no distributable funds to the Seller after satisfaction of validly recorded mortgage obligations.

(B) The purpose of the Association shall be for promoting the recreation, health, safety and welfare of the lot owners and in particular for the improvement and maintenance of drainage easements, and common areas, including but not limited to, the payment for the cost of labor, equipment, materials, management, supervision and professional

services required in connection with the maintenance of such. Complete control of the Association shall remain with the Developer until all lots are sold, and the Developer shall be exempt from paying dues. However, the Developer may turn over control of the Association prior to the sale of all of the lots if the Developer so chooses. The dues provided for herein are enforceable at law and shall create a lien against the real estate pursuant to paragraph (C); however, deductions for arrearages are authorized upon settlement as hereinbefore recited

(C) The Association hereinbefore created shall maintain all open space, recreation, easement and other common areas; and in the event that the Developer, owners or Association at any time hereafter shall fail or refuse to maintain these defined common areas, so that such shall fall into a state of disrepair or disorder, the County Council of Wicomico County after providing 15 days advance written notice to any owner or owners of property in the subdivision or to the Association shall have the right to provide any reasonably required maintenance and cleaning of the area and shall assess any such owner or owners of the property in the subdivision and/or the Association and/or its members for their proportionate share of the costs 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 such assessment. The said Wicomico County may also institute suit against the Association for any expense incurred in the repair and maintenance of said drainage easements and open spaces. Furthermore, the said Wicomico County may also institute suit against any individual lot owner for such lot owner's proportionate share of any expense incurred in the repair and maintenance of the aforementioned drainage easements and open spaces. "Written notice" hereinbefore referred to shall be deemed to have been given when such notice is placed in the United States Mails with property postage addressed to any such owner, owners, Association or members of the Association at the address shown for them in the tax records of Wicomico County.

(D) The "Common Areas" as set forth on the plat of the subdivision is reserved for the exclusive use in common of the owners of the lots within Meadowbridge Estates Subdivision, and no part thereof may be used at any time by the owners of lots within or residents of any adjacent or nearby subdivision nor by the public-at-large.

(E) The Association shall keep a registered agent with the County Department of Public Works and this agent shall accept all notices from the County. Initially, this agent shall be Austin H. Cox, Jr., 818 Brown Street, Salisbury, Maryland 21804. The County will be notified of any change in this registered agent. In the event that the Association is incorporated, the Registered Agent of the corporation shall be the registered agent referred to herein and the County Department of Public Works shall be notified accordingly.

6. The Developer covenants and agrees that all conveyances of lots in the subdivision shall be conveyed subject to the same covenants and restrictions as herein contained.

7. If any of the foregoing covenants, agreements, conditions, restrictions or charges be violated, the Developer or the owner or owners of any lot or lots laid down on said plat, his

heirs, its or their heirs, successors or assigns, upon failure of the individual lot owner, their heirs, personal representatives or assigns, to abate such violations within thirty (30) days after the receipt of written notice to abate, may abate such violation at the expense of the individual lot owner, their heirs, personal representatives or assigns, without liability in any action or suit for entry upon said premises or for such abatement.

8. The covenants, agreements, conditions, restrictions or charges herein contained shall inure to the benefit of and be enforceable by the Developer or owner or owners of any lot or lots on said plat, their respective successors, heirs, personal representatives or assigns; and failure by the Developer or any land owner to enforce any restrictions, conditions, covenants or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or to one occurring prior to or subsequent thereto.

9. These covenants are to run with the land and shall be binding upon all owners of lots and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. The rights granted herein to Wicomico County, Maryland, shall exist in perpetuity and shall not be subject to the Power of Termination provided for in this paragraph.

10. The Developer, as used herein, shall be construed to mean his successor or successors as developer who shall likewise be entitled to exercise such rights as are herein reserved to the Developer. And in the event that the original Developer or the successor Developer shall cease to own any lots in the subdivision or if the Developer shall decide to relinquish the rights provided herein, the rights herein reserved to them shall continue in full force and effect and shall be exercised by a committee of lot owners who shall have the right to elect three (3) of said owners by majority vote to serve as the owners committee and exercise the powers set forth herein including the power to approve plans and specifications and all other powers of Developer. Said property owners committee shall be established and give notice of its formation to each property owner in said development by registered mail within one year oaf the date of its right to exist hereunder. Said property owners committee shall have no power or authority to impose any other or greater restrictions on said property than those herein imposed. Furthermore, if an Association is formed by virtue of paragraph 5(A) hereof, the Association shall act as the committee of lot owners.

IN WITNESS WHEREOF, my hand and seal the day and year first above mentioned.

WITNESS:

CEDAR LANDING DEVELOPMENT, INC.

By: Austin H. Cox, Jr. (SEAL)
Austin H. Cox, Jr., President

HEBRON SAVINGS BANK

By:  (SEAL)
Gregory W. Johnson, President

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this ____ day of _____, 2002, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Austin H. Cox, Jr., who acknowledged himself to be the President of Cedar Landing Development, Inc., Developer of Meadowbridge Estates Subdivision, and he as such acknowledged the foregoing Declaration of Covenants and Restrictions for Meadowbridge Estates Subdivision to be his act.

AS WITNESS my hand and notarial seal.

Notary Public

STATE OF MARYLAND, COUNTY OF WICOMICO:

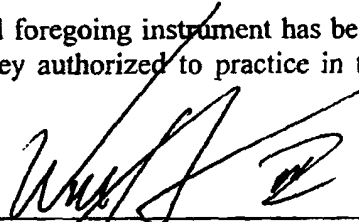
I HEREBY CERTIFY, that on this ____ day of _____, 2002, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Gregory W. Johnson, who acknowledged himself to be the President of Hebron Savings Bank, holder of the promissory note secured by the Deed of Trust of Meadowbridge Estates Subdivision, and he as such acknowledged the foregoing Declaration of Covenants and Restrictions for Meadowbridge Estates Subdivision to be his act.

AS WITNESS my hand and notarial seal.

Notary Public

CERTIFICATION

I HEREBY CERTIFY, that with the within and foregoing instrument has been prepared by or under the supervision of the undersigned attorney authorized to practice in the State of Maryland.



William T. Smith, III

CovenantsRestrictions CedarLanding