

35574

BOOK 952 PAGE 339

1st AMENDMENT TO  
FLANDERS SUBDIVISION  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made this 11 day of June,  
1986, by RAYMOND T. MURPHY and PATRICIA MURPHY, his wife, herein-  
after collectively referred to as "Declarant;"

W I T N E S S E T H :

WHEREAS, the Declarant wishes to amend and/or add to the  
Flanders Subdivision Declaration of Covenants, Conditions and  
Restrictions, dated 7th of July, 1982, and previously recorded  
among the land records of Carroll County in liber 948 and  
folio 613 for the purpose of retaining easement rights to insure  
the orderly development of the area.

THEREFORE, Declarant hereby declares that the property des-  
cribed in Schedule A shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants and  
conditions, which are for the purpose of protecting the value and  
desirability of, and which shall run with, the real property and  
be binding on all parties having any right, title or interest in  
the described property or any part thereof, their heirs, personal  
representatives, successors, and assigns, and shall inure to the  
benefit of each owner thereof.

06-15-86 9:15 A  
REC FEE 79.00  
POST 0.50  
TTL 79.50  
CL-6 1A9168

ARTICLE I

Section 1. "Association" shall mean and refer to the  
Flanders Association, Inc., a Maryland corporation, its successors  
and assigns.

Section 2. "Owner" shall mean and refer to the record  
owner, whether one or more persons or entities, of a fee simple  
title to any lot which is a part of the property, including con-  
tract sellers, but excluding those having such interest merely  
as security for the performance of an obligation.

Section 3. "Property" shall mean and refer certain parcel  
of land hereinbefore described in Schedule A, and such additions

RAYMOND T. MURPHY  
PATRICIA MURPHY  
DESIGNATED BY  
8/15/86

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thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is more particularly described as the "Open Space" in Schedule B attached hereto and made a part hereof.

References to Common Areas described in Schedule B are for reference only and Common Areas are intended for use by the Owners for access, ingress, egress and recreation and other related activities. The designated areas are not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the Owners as more fully herein set forth.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision Plat of the Property with the exception of the Common Area and with the exception of any such plot of land upon which a dwelling house cannot be erected.

Section 6. "Declarant" shall mean and refer to the party executing this Declaration.

Section 7. "Open Space Area" shall mean and refer to any area of land designated as such in any recorded Subdivision Plat of the Property.

#### ARTICLE II

##### Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. The Declarant reserves unto himself, his heirs and assign the total right to grant, Right of Way or easements for utility, slope or ingress and egress, permanent or temporary above or below the ground as necessary, in his sole discretion, for the continued and orderly growth of the area. Over the open space or over easements established on the record plats of this subdivision. Said right shall extend for 12 months after the Class "B" membership, as here in after described, shall cease to exist.

### ARTICLE III

#### Membership and Voting Rights

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to six (6) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

#### ARTICLE IV

##### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, and of the homes situated upon the lots.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per lot.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote equal to two-thirds (2/3) of the total votes of both classes in the aggregate, cast in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total votes of both classes in the aggregate, cast in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4

shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, and shall be subject to

a late charge of Five Dollars (\$5.00) or five percent (5%) of the assessment, whichever is greater. In addition, the owner shall be liable for all costs of collecting any such assessment, including reasonable attorney's fees and court costs. The Association may bring an action at law against the owner personally obligated to pay the same and/or, without waiving any other right, may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure or any proceeding in lieu thereof, of a mortgage senior in priority to the assessment lien, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or form the lien thereof.

ARTICLE V

Architectural Control

No building, fence, wall, hedge, in ground or above ground swimming pool or other structure shall be commenced, erected, placed or altered in structure, or color, on any lot until the plans and specifications pertaining thereto, including color scheme and grading plan showing the location and setback of the structure, have been submitted in duplicate and approved in writing by the Board of Directors of the Association or its duly appointed Agent. The Board or its agent shall have the right to refuse to approve any such plans or specifications, or grading and location plans which do not comply with these restrictions or

are not suitable or desirable, in their or his opinion, for esthetic or other reasons, and, in so passing on such plans, they or her shall have the right to take into consideration the suitability of the proposed building, or other structure, and of the exterior design, appearance or materials to be used, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure planned, on the outlook from the adjacent or neighboring properties, or any other matter which in the judgment of the Board or its duly authorized agent would render the proposed structure, structures or use inharmonious with the general plan of development or uses located on other lots. In the event of the failure of the purchaser or purchasers of said lots to obtain the required prior written approval of plans, specifications or its agent may enforce the same by appropriate proceedings, and such purchasers hereby agree to reimburse the Board or its agent for all costs and expenses to which they or he may be put as a result of said failure including, but not limited to, court costs and attorney's fees.

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

In the event that the Board or its agent fails to approve or disapprove any plans and specifications as herein provided, within sixty (60) days after submission thereof, the same shall

be deemed to have been approved, as submitted, and no further action shall be required.

No previously approved structure shall be used for any purpose other than that for which it was originally designed.

ARTICLE VI

Open Space Area Restrictions

Section 1. Uses. Amended as follows: Open space areas shall not be used except for recreational, park, beautification, amenity or for the construction or creation of utilities, easements or right of way necessary for the orderly growth of the area.

Section 2. Activities. No noxious or offensive activities shall be carried on upon any Open Space Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any Open Space Area except signs used by a builder to advertise a property during a construction and sales period.

Section 4. Trash. No Open Space Area shall be used nor maintained as a dumping ground for rubbish, trash, garbage nor shall other waste be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 5. Rules and Regulations. The use of Open Space Areas shall be subject to such rules and regulations as promulgated from time to time by the Association.

ARTICLE VII

Residential Restrictions

Section 1. Residential Uses. All lots and any building or structure now or hereafter erected thereon shall be occupied and used for residence purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other

than one detached dwelling not to exceed two and one-half (2-1/2) stories in height except and provided however, as follows:

a. Nothing herein contained shall be construed as preventing the use of any garage or garages, erected in accordance with the provisions hereinafter contained, for the usual ~~the~~ housing purposes of private non-commercial garage or garages.

b. Real estate sales, management and/or construction offices may, with the consent and approval of Declarant be erected, maintained and operated on any part of the Property and/or in any building or structure now or hereafter erected thereon provided such offices are solely used or operated in connection with the development of the Property or the construction of improvements thereon, or the management, rental or sale of any part of the Property, or of improvements now or hereafter erected thereon, but no part of the Property, nor any part of any improvements now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this subparagraph b without the written consent and approval of Declarant being first had and obtained.

c. Any part of any dwelling house or other building now or hereafter erected on the Property may, with the written consent and approval of Declarant, be used as a physician's office or dentist's office, without hospital facilities, for the treatment of patients, and for the practice of such professions, provided that the physician or dentist using such office resides in the same dwelling house in which such office is located.

d. Any part of the Property and any improvements now or hereafter erected thereon may, with the written consent and approval of Declarant, be used for a church, school, library, playground, non-profit community swimming pool, non-profit community tennis court, park, automobile parking area for non-

commercial vehicles, place of public assembly for community meeting, and for any or all of the usual purposes and functions incidental to or connected with any or all of the foregoing, but no part of the Property or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this subparagraph d without the written consent and approval of Declarant being first had and obtained.

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Section 2. Setbacks. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Subdivision Plat for such lot. In no event shall any building be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An encroachment into the aforesaid setback areas of not more than twelve (12) inches shall not constitute a violation of the restrictions contained in this paragraph or of the setbacks shown on the aforesaid plat or any amendment to the plat or any re-subdivision thereof.

Section 3. Cost of Improvements. No dwelling shall be permitted on any lot the cost of construction of which is less than Thirty Thousand Dollars (\$30,000.00) or the cost prevailing

on the date this Declaration is recorded. The total floor area of the main structure (exclusive of porches and garages) on any lot located upon the Property described on Schedule A shall not be less than 840 square feet. However, the Declarant may in its discretion reduce the minimum size of any dwelling by not more than 200 square feet provided such reduction does not, in the opinion of the Declarant, interfere with the orderly development of the project and provided such reduction does not violate any applicable provisions of law.

Section 4. Poultry, Livestock and Other Animals. No chickens, ducks, geese, or other type or kind of fowl, nor rabbits, horses, ponies, goats, pigs, cows 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 fur bearing or domestic animals such as cats and dogs, etc. or to keep any animals other than two such domestic animals on the premises.

Section 5. Nuisances. No nuisance shall be maintained, allowed or permitted on any part of the Property and no use thereof shall be made or permitted which may be noxious or detrimental to health.

Section 6. Temporary Structures. Except as set forth in Section 17 hereof, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 7. Advertising. No advertising or display signs of any character shall be placed or maintained on any part of the land nor on any building erected on said land, except with the express written consent of Declarant. This shall not prohibit the display of customary "For Rent" or "For Sale" signs, not

larger than twenty-eight by twenty inches wide on dwelling house by the owner thereof, excepting that for the first year following completion of the dwelling on the Property, the owner or resident, in attempting to sell or lease the Property, shall not display any signs advertising the Property for sale or rent except with the express written consent of Declarant.

Section 8. Towers and Antennas. No outside radio tower or radio antenna in excess of six (6) feet in height shall be erected, installed or maintained on any lot, or any improvements thereon, until Declarant has first given its approval, in writing, to the type, height and location of the tower or antenna, proposed to be so erected, installed or maintained.

Section 9. Dryers. No permanent type of exterior clothes dryer shall be erected, installed or maintained on any lot or any improvements thereon; only the collapsible or retractable type clothes dryer shall be used.

Section 10. Awnings. No awnings shall be installed or maintained over the front or side porches, doors or windows of any building.

Section 11. Fences. No front yard fences nor chain link fences shall be erected, placed or maintained on any lot.

Section 12. Reservations of Easements. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved by the Declarant as shown on the plat and over the rear ten feet of each lot. An additional easement or easements, each ten feet wide, is hereby reserved in the lot or lots running along one or both sides of the lots as the Declarants may determine upon for storm water sewers and surface drains (said additional easements not to be applicable as to the lots that the Declarant permits to be built upon for their entire width). Within these easements, no structure, planting or other

material shall be placed or permitted to remain 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 continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No conveyance by the Declarant of any of the lots, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of the aforesaid easements, or any of them, even though said conveyance purports to convey the lot or lots in fee simple, or by other language purports to convey the Declarant's entire interest therein, but, such effect shall only arise if the said conveyance expressly and specifically recites it to be the intention of Declarant to thereby convey or release said easements.

Section 13. Construction. All exterior material shall be brick, brick veneer, stone, stone veneer, vinyl or aluminum siding, clapboard, or a combination of the above materials. Other recognized and acceptable exterior materials or combinations, exclusive of cement or cinderblock or stucco, may be used if specifically approved in writing by the Declarant in each instance.

Section 14. Outbuildings, Utility and Storage Structures. No outbuildings, utility and storage structures shall be constructed on any lot except that a building with the same architectural design and exterior construction as the dwelling, with a maximum size of 12 feet by 12 feet and used for lawn maintenance equipment, and similar items, may be erected to the rear of the lot after approved by the Declarant.

Section 15. Garbage, Refuse Disposal, Stock Piling and Storage. No area on any lot or parcel, or homesite shall be used or maintained as a dumping ground or storage place for rubbish, trash, garbage or other waste. All incinerators or other equipment for weekly storage or disposal of such materials shall be kept in a clean and sanitary condition and be kept screened from public roadways. There shall be no open stock piling or storage of any type of building materials or equipment, motor vehicle parts and supplies, and lawn and garden equipment and supplies. In the event that rubbish, trash or garbage accumulates, the Declarant has the right to clear the debris and charge the culpable party for the expenses incurred.

Section 16. Motor Vehicles. As used herein "motor vehicle" includes, but is not limited to, automobiles, pick-up trucks, vans, motorcycles, dune buggies, and all terrain vehicles. No junked ~~motor~~ vehicle or other junked or used vehicles, shall be permitted to stand upon any lot or parcel (any motor vehicle not currently licensed shall be conclusively presumed to be junked) nor shall any publicly-owned or commercial truck or vehicle exceeding three-fourths (3/4) ton capacity be permitted to stand upon any lot, or parcel, or homesite. Furthermore, only one (1) such publicly-owned or commercial truck or vehicle (including, but ~~is~~ limited to, motor vehicles with commercial equipment, advertising, phone numbers, names, etc.), ~~in~~ in excess of three-fourths (3/4) ton capacity be permitted to stand upon any lot, parcel or homesite. Motor vehicle repair of any type is not permitted on any lot, or parcel, or homesite ~~except~~ on that lot, or homesite ~~except~~ on his own vehicle.

Section 17. Construction Period. ~~Temporary~~ structures required for construction of approved structures are allowed ~~in~~ in the period of construction only. No temporary building ~~shall~~ garage or building in ~~the~~ course of construction, or ~~other~~ building

erected in the tract shall be used, temporarily or permanently, as a place of residence.

Section 18. Clothes Lines. No clothing or any other household fabrics shall be hung in the open on any lot unless the same are hung ~~from~~ umbrella or retractable clothes hanging device which is removed from view when not in use.

Section 19. Grounds and Home Maintenance. Each owner shall keep all lots owned by him and all improvements therein or thereon, in good order and repair, including, but not limited to, the seeding and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Exterior house painting and refinishing colors must be harmonious with and or blend in with the overall color schemes of surrounding homes in the neighborhood.

Section 20. Residential Restrictions. "Transfer of Rights", amended as follows: With the exception of Article II, Section 3, herein, At any time, after the first seventy-five percent (75%) of homeowners within the Property are occupying homes, all rights of the Declarant shall pass to the Board of Directors, which shall thereafter exercise all the rights and powers reserved to the Declarant hereunder, or may delegate any one or more of such powers to its duly authorized committee or agent.

#### ARTICLE VIII

##### General Provisions

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no

event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period, with the approval of Carroll County, by an instrument signed by no less than seventy-five percent (75%) of the lot owners.

Section 4. Captions. The captions of the Articles and Sections of this Declaration are for convenience only and are not a part of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal the day and year first above written.

WITNESS:

*Elli K. Leman*

*Raymond T. Murphy*  
RAYMOND T. MURPHY

*Elli K. Leman*

*Patricia T. Murphy*  
PATRICIA MURPHY

STATE OF MARYLAND:  
COUNTY OF CARROLL:           to wit:

I HEREBY CERTIFY on this 11<sup>th</sup> day of June,  
1986, before me, a Notary Public of the State and County afore-  
said, personally appeared Raymond T. Murphy and Patricia Murphy,  
his wife, and acknowledged the foregoing Declaration of Covenants,  
Conditions and Restrictions to be their act and deed.

AS WITNESS my hand and Notarial Seal.



Effie K. Shuman  
NOTARY PUBLIC

My Commission expires: 7/1/86

DESCRIPTION OF PROPERTY  
Raymond T. Murphy & Patricia W. Murphy

BEGINNING for the same at a pipe found at the beginning of the first or North 28°09'16" East 513.62 foot line of a tract of land conveyed unto Raymond T. Murphy and Patricia W. Murphy, his wife, by deed dated January 28, 1977 and recorded among the Land Records for Carroll County in Liber C.C.C. 652 folio 464, running thence with said line and the outline of said conveyance with all bearings referred to the Maryland State Grid Meridian North 18°23'17" East 513.28 feet to a pipe heretofore set; thence North 77°49'03" East 590.54 feet to a fence post; thence South 15°31'46" East 305.24 feet to a pipe found; thence South 53°11'49" East 627.00 feet to a tree at the corner of a fence line; thence South 06°01'41" West 1107.78 feet to a point in or near the center of Brangles Road; thence with said Road South 52°45'00" West 422.00 feet to a point in said Road; thence South 45°33'17" West 201.85 feet to a point in or near the center of said Road; thence South 38°57'11" West 124.99 feet to a point in or near the center of Brangles Road; thence leaving said Road North 21°24'00" West 1776.00 feet to the place of beginning. Containing 42.218 acres of land more or less.

BEING all of that tract of land conveyed unto Raymond T. Murphy and Patricia W. Murphy, his wife, by deed dated January 28, 1977 and recorded among the Land Records for Carroll County in Liber C.C.C. 652 folio 464; etc.

*Robert J. [Signature]*  
Registered Land Surveyor No. 6033

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD.  
JUN 10 9 21 AM '86  
LAND RECORDS  
OFFICE