

SECTION ONE, MEADOWBROOK

DECLARATION OF COVENANTS

CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (Declaration), made this 3rd day of September, 1997, by PRIME VENTURERS, a Maryland General Partnership, hereinafter referred to as "Developer"; and WESTMINSTER BANK AND TRUST COMPANY OF CARROLL COUNTY, beneficiary. WHEREAS, Developer is the owner of certain lots, tracts, or parcels, situate in the First (1st) Election District of Carroll County, Maryland, said lots being designated as Lots Nos. 1 through 64 on Plats entitled "Meadowbrook, Section One, (containing five sheets) recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 42, Pages 88, 89, 90, 91, and 92 (hereinafter "the Plat" said lots being a portion of the same land conveyed unto the Developer by Deed from Daniel Tracey, Jr. and John A Roberts, Trustees dated April 18, 1994 and recorded among the Land Records aforesaid in Liber 1583, folio 966; and

WHEREAS, Developer desires to impose these covenants, conditions restrictions and easements to provide for a common plan of development for said lots in order to protect future purchasers of same from depreciation in the value thereof, and to assure such purchasers of uniformity of development of such lots; and

WHEREAS, Developer has obtained preliminary approval of a Preliminary Plan for a development known as Meadowbrook situate in the First Election District of Carroll County, City of Taneytown, Maryland which plan shows an overall development containing approximately 275 lots (hereinafter the "Overall Plan"), which Developer intends to develop in accordance with the City of Taneytown's approvals, laws, ordinances and regulations; and

WHEREAS, Grantor has granted to Trustees, in trust for Westminster Bank and Trust Company of Carroll County as beneficiary, a Purchase Money Deed of Trust dated 8 April 1994 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1583, Folio 976, etc. (Deed of Trust), which Deed of Trust is modified by a First Modification of Purchase Money Deed of Trust dated 6 May 1997 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1908, Folio 476, etc. (First Modification) and which Deed of Trust and First Modification encumber and constitute a lien upon the property which is subject to this Declaration; and

WHEREAS, Trustees and Beneficiary are willing to join in this Declaration in order to evidence their consent thereto and to agree to subject the Deed of Trust and First Modification and any future sales, transfers or conveyances to the operation and effect of this Declaration;

NOW, THEREFORE, THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS WITNESSETH, that for and in consideration of the premises, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the said Prime Venturers, a Maryland General partnership, does hereby establish and impose upon Lots 1 through 64, inclusive (hereafter "Lot" or "Lots" or "lot" or "lots") shown on the Plats entitled, "Meadowbrook, Section One", and recorded among the Land Records of Carroll County, Maryland, in Plat Book L.W.S. No. 42, pages 88, 89, 90, 91 and 92 (hereinafter "the Plat") the following covenants, conditions, restrictions and easements, as follows:

✓
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ATTORNEY AT LAW
6 NORTH COURT STREET
WESTMINSTER, MD 21157
TELEPHONES:
410/848-4208
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ARTICLE I
COVENANTS, CONDITIONS AND RESTRICTIONS

1. **LAND USE** - The lots, and any building or structure erected on a lot, in the said Development as now laid out, or as hereinafter altered or modified shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one single family detached dwelling not to exceed 2 1/2 stories in height, and a private garage for not more than three (3) automobiles except as provided as follows:

2. **ARCHITECTURAL CONTROL** - No building, fence, wall or other structures shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, appointed by the Developer. Applications for approval of plans, specifications, etc. shall be considered upon the basis of conformity with this Declaration and approval or disapproval thereof shall be guided by the extent to which the proposed structure, addition, change or alteration will insure conformity and harmony in exterior design and appearance based upon, among other things, the following factors: nature and durability of materials; harmony of external design with existing structure; choice of color; changes in topography, grade elevations and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed structure, addition, change or altering taking into account the general aesthetic values of the surrounding area. The Architectural Control Committee, must approve or disapprove such design and location, within thirty (30) days after said plans and specifications have been submitted to it. If the Architectural Control Committee has not given approval or disapproval for said plans or specifications within thirty (30) days after submittal, it can be construed that approval has been granted.

3. **RESIDENTIAL PURPOSE** - No property shall be used except for residential purposes, other than for builders construction or sales office during the construction and sales period only.

4. **CHANGE/ADDITIONS** - No building, accessory building or structure, awning, porch covering, garage, driveway, fence, screens, walls or other structures, shall be constructed or altered upon any property or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee, as to the quality of workmanship, design, colors and material and harmony of the same with the project as a whole.

5. **FENCES** - No fence, wall, hedge or shrub border shall be maintained at a height in excess of such height limitations as shall be established by the Architectural Control Committee, which height shall not exceed height limitations as imposed by the zoning regulations of the city of Taneytown. Such fence, wall, hedge, or shrub border shall be erected in such manner as to not obstruct vision of motorists. Nothing in this section shall be construed as to waive the general requirements of Paragraph 2 and 4, pertaining to Architectural Control Committee approval. Notwithstanding anything to the contrary contained herein, no "chain-link" fence of any height, color or material shall be permitted to be erected upon any of the lots subject of this Declaration.

6. **LAUNDRY** - No exterior clothesline or hanging device shall be permitted except as umbrella type clothes dryer with a diameter not exceeding 7 feet, for use in the rear of the dwelling

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only shall be allowed upon any property. All such clothes devices shall be stored within a permitted structure except when actually in use.

7. **FLOOR AREA** - Minimum floor area for any dwelling permitted upon any lot may be determined by the Architectural Control Committee, and shall be no less than the area required by City Code.

8. **TELEVISION AND/OR RADIO ANTENNAS/DISHES** - It is the Developer's intention to provide access to cable television, utilities for each of the above-mentioned lots. So long as a private or public franchise or entity provides cable television broadcast services in the geographic area including the aforementioned lots, no exterior television antennas, or satellite dishes shall be erected on any of the lots subject to this Declaration of Covenants, Conditions, Restrictions and Easements nor shall any amateur radio transmission be erected on said lots at any time.

9. **STORAGE OF EQUIPMENT** - No boats on cradles or trailers, or recreational or house-trailer shall be parked on the street, driveways, yards or common parking areas for more than 24 hours.

10. **TRUCKS/MOTOR VEHICLES** - No truck of a capacity of 1 ton or over shall be regularly parked within the development. No motor vehicle, which does not have a current license plate and registration (or plates) shall be stored or operated on any lot, driveway, trail or public street in the Development with the exception of lawn and garden tractors. No unlicensed motor vehicle may be stored outside of an approved structure or upon any lot, driveway, trail or public street in the Development. Mini-bikes, trail bikes, all terrain vehicles, etc., whether licensed or not, are strictly prohibited from being operated on any lot, driveway, trail or public street within the Development.

11. **NUISANCES/MAINTENANCE** - No noxious or offensive activity shall be carried on upon the properties, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. Before, as well as after, construction of a dwelling, the owner shall maintain the lot in a reasonable manner, such as mowing removing fallen branches, trees and other debris of any kind.

12. **TREES** - No trees having a diameter of 6 inches or more measured from a point 2 feet above ground level, except during initial construction period shall be removed from any lot without the expressed written authorization of the governmental authority. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the properties. If it shall deem it appropriate, the Architectural Control Committee may mark certain trees regardless of size, as not removable without written authorization.

13. **ANIMALS** - No animals, livestock, poultry of any kind shall be raised, bred or kept on any property, except that two (2) dogs and two (2) cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Pigs and other animals normally considered farm animals, shall not be considered pets. All such household pets shall be strictly restricted to the premises of the owner unless on a leash or otherwise under effective restraint, and shall be restricted to streets, sidewalks and driveways and shall not be permitted to run at large upon any playground or common area.

14. **TRASH** - No lumber materials, bulk materials, refuse or trash shall be kept, stored, or be allowed to accumulate on any

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lot, except building materials during the course of construction, maintenance, or repair, by the Declarant or its authorized builders, of any approved structure. Lot owners may store materials for construction, repair or maintenance provided such storage is approved by the Architectural Control Committee. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be permitted to remain in public except for the days of trash collection. All containers or other equipment for the storage or disposal of such materials shall be kept at a clean and sanitary condition.

15. SWIMMING POOLS - Above or in-ground swimming pools may be approved if appropriate, by the Architectural Control Committee and maintained on any of the aforementioned lots. The Architectural Control Committee shall require detailed plans for any pool which shall include color, screening, landscaping, decking and fencing, etc.

16. ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee shall be composed of Richard L. Hull, Carl Schmick and the present City Manager of the City of Taneytown or his successor in office. In the event of death or resignation of Richard L. Hull or Carl Schmick the Developer shall have full authority to designate a successor. Within one year of the recording of Section One Meadowbrook, the Developer shall form an Advisory Committee as set forth in 16.(3) below. The members of said Advisory Committee shall elect one person, by majority vote of the Advisory Committee to serve as a member of the Architectural Control Committee to represent the citizens of Meadowbrook. This "citizen member" shall replace the City Manager and serve for a one year term. All three members of the Architectural Control Committee shall receive copies of each request for approval and shall meet to discuss and act on said request within 30 days of receipt. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The majority of the committee may designate a representative to act for it. The Architectural Control Committee's powers and duties shall be automatically terminated after the last to occur of the following:

- (1) five (5) years from the date of Declaration of Covenants, Conditions and Restrictions, unless said five (5) year period is extended by Developer by means of a written document recorded in the Land Records of Carroll County; or
- (2) if subsequent sections of the Meadowbrook subdivision are recorded by Developer or its successors and subjected to a Declaration of Covenants, Conditions, Restrictions and Easements including provisions for an Architectural Control Committee within five (5) years from the date of recording of this Declaration, then the powers and duties of the Architectural Control Committee established hereunder are extended until the date of termination of the powers and duties of the Architectural Control Committee established for the last succeeding section of Meadowbrook recorded during the period of five (5) years from the date of recording this instrument. Developer reserves the right for itself, its successors and assigns to shorten or extend the effective period of the powers and duties of the Architectural Control Committee by written instrument recorded among the Land Records of Carroll County.

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(3) It is the intent of the Developer and Architectural Control Committee to involve the new residents of Meadowbrook in the administration of these covenants, etc. by establishing an Advisory Committee to the Architectural Control Committee. This Advisory Committee would include at least one "street representative" from each street, or one representative for each 15 homes for longer streets.

17. **ZONING** - Nothing construed to waive or modify any or all applicable requirement of the City of Taneytown Zoning Ordinances and any and all other applicable State, County and local laws, rules and regulations and any use of the lots conveyed shall be in accordance therewith.

18. **VALIDITY** - Invalidation of any one or more of these covenants by judgment or Court order shall in no way affect any of the other provisions herein.

19. **AMENDMENT** - 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 it shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the votes entitled to be cast by the members, and thereafter by an instrument signed by no less than seventy-five percent (75%) of the votes entitled to be cast by the members. Any amendment must be recorded.

20. **ENFORCEMENT** - The Developers, the survivor of them, and the personal representatives or assigns of the survivor of them or any lot owner shall have the right to enforce these covenants, conditions and restrictions by legal proceedings against any person or persons, corporations or corporations, violating or attempting to violate any covenant, either to restrain violation, or to recover damages, or both. The City of Taneytown shall also have the right, in its sole and exclusive discretion, to enforce the within covenants and restrictions to the extent it is authorized by law to do so. If any party enforces these covenants by way of judicial proceedings and is the prevailing party, then said party shall be entitled to recover reasonable attorneys fees from the party found in violation. In addition, upon a breach of any covenant, condition, restriction or agreement herein contained, the Developers, their assigns, the survivor of them and the personal representatives or assigns or the survivor of them, shall have the right upon no less than five (5) days prior written notice sent to the lot owner or posted on the applicable premises, to enter the property upon which such violation, and the Developers or their successors shall in no event thereby resulting. Failure by the Developers or any land owner to enforce any property thereby resulting. Failure by the Developers or any land owner to enforce any restriction, condition or covenant contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

21. **STORMWATER MANAGEMENT MAINTENANCE FUND** - All buildable lots in the subdivision are subject to the City of Taneytown Stormwater Maintenance Fund. The City shall be entitled to assess, pro rata, the buildable lots located in the subdivision for the perpetual maintenance, repair and replacement of stormwater management facilities enforceable and collectable by the City of Taneytown.

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ARTICLE II
RESERVED EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Developers, the survivor of them, and their heirs, personal representatives and assigns, over any and all easements as specifically shown on the aforementioned record plats and all that lot or parcel of ground located within twelve (12) linear feet of all other lot lines and also all that lot or parcel of ground located within ten (10) linear feet on each side of all other lot lines (sides and rear) of each lot for the installation and maintenance of utilities, storm water sewers and surface drains both above, on, and below the surface. 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 continuously by the owner of the lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Developers 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 Developers entire interest therein, but such effect shall only arise if the conveyance specifically recited it to be the intention of the Developers to thereby convey or release the easements.

ARTICLE III
COMMUNITY AND COMMON FACILITIES

1. Community

The community shall consist of the lots in Meadowbrook subdivision which have been recorded in the Land Records of Carroll County.

2. Common Facilities

The facilities shall consist of:

a) The entrance area leading from Maryland Route 194 to the Western most side of Lots 1 and Lots 64; being more particularly described as an easement 10 feet in width located adjacent to and running parallel with Kenan Street (both sides) as shown on the Plat (Plat 5 of 5) recorded among the Land Record of Carroll County in Plat Book L.W.S. No. 42, Page 92; said easement to allow for the location, maintenance and repair of the easement area as a landscaped, stabilized area including, but not limited to, entrance signs and lighting; said easement to be deeded to the Association as provided in this Declaration.

b) "Meadowbrook" permanent, lighted entrance monuments and landscaping to be established by Developer on a permanent easement area to be acquired by Developer at or near the point where Kenan Street intersects with Maryland Route 194 as shown on the Plat (Plat 5 of 5) recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 42, Page 92.

c) Any other common areas or facilities provided by the Developers for the benefit of the community as part of any land annexed pursuant to this Declaration.

Any item created under Article III, 2c, must be approved by the City of Taneytown and the Architectural Control Committee.

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3. The Association

a) The affairs of the community shall be governed by the Meadowbrook Community Association, Inc., a non-stock, non-profit corporation to be organized under the laws of the State of Maryland.

b) Membership in the Association is mandatory and limited to each lot owner and a lot owner is automatically a Member. An owner's membership in the association shall be appurtenant to his lot and may not be separated from his ownership thereof.

c) Membership and Development Period

The Association shall have two 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 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 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 three (3) votes for each Lot plus three (3) votes for each lot (or potential lot), except lots 1-64, shown on the Overall Plan and owned by Developer. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 2009.

d) Annual Budget

For the calendar year 1997 the Developer shall be fully responsible for all cost of the association.

For the calendar year 1998 the association shall prepare an annual budget for adoption by the members which shall not exceed actual projected cost and reasonable reserves to conduct the affairs of the association. Annual fees to each home owner member shall not exceed \$60.00 for 1998.

e) Common Areas and Facilities

Common areas and facilities shall be held by the Association and shall be conveyed to the Association by the Developer free and clear of all encumbrances. The developers shall have the right, without charge, to utilize the common area or easements as necessary to complete the project, or extend utilities to the adjoining property.

f) Maintenance

The association shall maintain the common facilities

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(or easement areas) in a neat and orderly manner, keeping all open areas regularly mowed and cleared of trash, etc.

g) Meetings of the Association

Regular meetings of the association shall be held at least twice yearly. Meetings shall be conducted under Robert's Rules of Order.

h) Waiver of Dues

Dues will be waived for any lot which has not received a "Use and Occupancy Certificate" for the home on said lot.

i) Assessments Lien

The association shall have the right to file in the Land Records an assessment lien on any lot which is more than sixty (60) days overdue in its annual payment. The association may charge interest on unpaid money due at the rate of 1% per month (12% per annum) and shall be entitled to recover in any action at law or equity, from any person who is liable for payment to the association of all money due with interest and all costs to collect same, including but not limited to, reasonable attorney fees. The member shall be entitled to a written notice of the association's intention to initiate collection procedures a minimum of ten (10) days prior to filing said action. 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 mortgage foreclosure or any proceeding in lieu thereof, 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 from the lien thereof.

j) Every owner shall have a right and easement of enjoyment in and to the common facilities, which shall be appurtenant to and shall pass with the title to every lot, subject to reasonable regulation by the Association and subject to the following provisions:

- (1) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (2) 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 60 days for any infraction of its published rules and regulations;
- (3) 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.

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No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

ARTICLE IV
OTHER PROPERTY

It is acknowledged and understood that developer, in its sole and absolute discretion, may in the future extend this Declaration to additional land adjacent, contiguous or in the vicinity of the land shown on the Plat; namely to the land shown on the Overall Plan. Nothing herein shall be construed to bind or obligate the developer to develop the property in any particular sequence or manner and it is especially acknowledged that the Overall Plan may be amended, modified, changed, abandoned, or otherwise implemented in the sole discretion of the developer, provided that the developer secures any necessary governmental approvals for said actions. Said additional land may be annexed by the developer without the consent of members within twelve years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. In the event the developer does annex or add additional land, the developer shall cause to be recorded among the Land Records of Carroll County and amended Declaration particularly describing the land to be added or annexed and describing the common facilities, if any to be added to the common facilities described in article III, hereof.

ARTICLE V
MISCELLANEOUS

1. DEFINITION OF DEVELOPER - Developer shall mean Prime Venturers, its successors and assigns, or any representative that they may designate in writing.
2. SINGULAR TO INCLUDE PLURAL - Whenever herein used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.
3. All applications or requests for approval of the Architectural Control Committee including any plans, specifications, etc., required for Architectural Control committee review, and any notice to be provided the Architectural Control Committee, the Developer or Developer's successors in interest as provided for in this Declaration shall be forwarded by first-class mail to Richard L. Hull, care of CLSI, Inc. at 439 East Main Street, Westminster, MD 21157.
4. FHA/VA Approval - As long as there is a class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional property, dedication of common facilities, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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✓ PRIME VENTURERS (A Maryland General Partnership)

Danak Schuman
ATTEST

Richard L. Hull
RICHARD L. HULL, President
by: PRIME REALTY CORP. (Partner)

✓ WESTMINSTER BANK AND TRUST COMPANY

By: Mark G. Pohlhaus, EUP
MARK G. POHLHAUS,
Executive Vice President

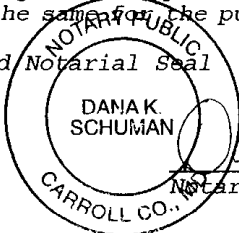
and Mark G. Pohlhaus, Trustee
MARK G. POHLHAUS, TRUSTEE

William E. Jenne, Trustee
WILLIAM E. JENNE, TRUSTEE

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 3 day of September, 1997, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared RICHARD L. HULL, of PRIME VENTURERS, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that, having authority to do so on behalf of PRIME VENTURERS, he executed the same for the purposes therein contained.

Witness my hand and Notarial Seal



Danak Schuman
Notary Public

My Commission Expires:

My Comm. Exps.
12-31-1999

STATE OF MARYLAND, COUNTY OF _____, to wit:

~~I HEREBY CERTIFY, that on this _____ day of _____, 1997 before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared MAYOR W. ROBERT FLICKINGER, of THE CITY OF TANEYTOWN, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that, having authority to do so on behalf of CITY OF TANEYTOWN, he executed the same for the purpose therein contained.~~

~~Witness my hand and Notarial Seal~~

~~Notary Public~~

~~My Commission Expires:~~

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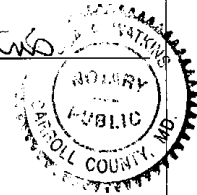
TELEPHONES:
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BALTIMORE LINE
410/876-0100

STATE OF MARYLAND, COUNTY OF Carroll to wit:

I HEREBY CERTIFY, that on this 24th 3rd day day of September, 1997 before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared MARK G. POHLHAUS, Executive Vice President, of WESTMINSTER BANK AND TRUST COMPANY, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that, having authority to do so on behalf of WESTMINSTER BANK AND TRUST COMPANY, and as Trustee, he executed the same for the purpose therein contained.

Witness my hand and Notarial Seal

Lisa A. Watkins
Notary Public



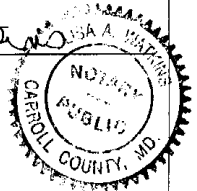
My commission Expires: 6/13/98

STATE OF MARYLAND, COUNTY OF Carroll to wit:

I HEREBY CERTIFY, that on this 24th 3rd day day of September, 1997 before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared WILLIAM E. JENNE, Trustee, of WESTMINSTER BANK AND TRUST COMPANY, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that, having authority to do so on behalf of WESTMINSTER BANK AND TRUST COMPANY, he executed the same for the purpose therein contained.

Witness my hand and Notarial Seal

Lisa A. Watkins
Notary Public



My commission Expires: 6/13/98

RECEIVED CIRCUIT COURT
1997 SEP 12 P 4:19
MR

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CLERK OF THE COURT
CIRCUIT COURT
WESTMINSTER, MD
SEP 12 1997