

Bylaws
Of
Hunter's Mill Homeowners Association, Inc.

Article I. Members

The purpose of the Hunter's Mill Homeowners Association, shall be for promoting the recreation, health, safety, and welfare of the lot owners and in particular for the improvements and maintenance of the storm water drainage easements and common grounds.

Section 1 Annual Meetings

The annual meeting of the members of the association shall be held at the selected meeting place, on the fourth Tuesday of each September in each year commencing the year of 1991 for the election of members of the board of directors and for the transaction of general business. If the fourth Tuesday of September shall be a legal holiday, the annual meeting of the members shall be held on the first day following which is not a legal holiday at the same hour. Such annual meetings will be general meetings, that is to say, open for the transaction of any business within the powers of the Association without special notice of such business, except in any case in which special notice is required by statute.

Section 2 Special Meetings

Special meetings of the members of the association may be called at any time by a majority of the Board of Directors, either by vote or in writing. Upon request in writing, delivered to the secretary, of a majority of all members entitled to vote, it shall be the duty of the said secretary to call forthwith a meeting of the members, at the expense of the Association. Such request shall state the purpose of the meeting and notice thereof shall be given as provided in Section 3 of this Article I. At any special meeting of the members called for the purpose, any director may, by the vote of a majority of all the members entitled to vote, be removed from office, with cause, and another may be appointed in the place of the person so removed, to serve for the remainder of his term. No business other than that stated in the notice of the meeting shall be transacted at any special meeting of the members, however called. Special meetings may also be called in accordance with applicable provisions of law.

Section 3. First Regular Meeting

After each meeting of members at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet for the purpose of organization and the transaction of other business, at such time and place as may be designated by the members at such meeting.

Section 4. Additional Regular Meetings

Regular meetings of the Board of Directors shall be held at such time and place as may be designated.

Section 5. Special Meetings

Special meetings of the Board of Directors shall be held whenever called by the Chairman or by a majority of the Directors, either in writing or by vote.

Section 6. Notice of Meetings

The secretary will notify any Board Member not present at previous meeting.

Section 7. Quorum

A majority of no less than $\frac{2}{3}$ the board of directors shall be necessary and sufficient to constitute a quorum for the transaction of business at every meeting of the Board of Directors; but if at any meeting there be less than a quorum present, a majority of the present may adjourn the meeting from time to time, but not for a period of over ten days at any one time. Without notice other than by announcement at the meeting until quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 8. Vacancies

If any Director shall die or resign, or if the members shall remove any director without appointing another in his place, a majority of the remaining Directors may elect a successor to hold office for the unexpired portion of the term. Directors so elected by the Board to fill such vacancies shall act as a member of the Board of Directors until the next succeeding annual meeting of members and thereafter until their successors shall be elected and qualified.

Section 9. Compensation

Directors, as such, shall not receive any stated compensation for their services.

Section 8 Voting

At every meeting of the members, every member in good standing of the Association shall be entitled to one (1) vote for each lot owed. Upon demand of ten percent of the members entitled to vote, the votes for directors, or upon any question before a meeting, shall be by ballot. A majority of the votes cast shall be sufficient to elect and pass any measure.

Section 9 Order of Business

At all meetings of members, the order of business shall be as far as applicable and practicable, as follows:

- 1) Reading and approval of minutes.
- 2) Reports of officers, boards, and standing committees.
- 3) Reports of special (select or ad hoc) committees.
- 4) Special orders (amendments of bylaws, election of officers, etc.)
- 5) Unfinished business.
- 6) New business.
- 7) Adjournment

Article II Board of Directors

Section 1. Eligibility

To become a member of the Board of Directors you must be a resident homeowner of Hunter's Mill Subdivision.

Section 2. Election and Powers

The business and property of the Association, except as otherwise provided by statute or by the Charter, or by these Bylaws, shall be conducted and managed by its Board of Directors. Beginning with such annual meeting of members, all vacancies on the Board of Directors, shall be filled by election at such annual meeting of the members, each for a term of one year, except that each Director elected at any annual meeting shall hold office until his successor shall have been elected and qualified or until he shall die or resign, or shall have been removed. The number of directors fixed by the Charter or by the Bylaws may, by vote of majority of the entire Board of Directors, be increased to not exceed nineteen (19) or decreased to not less than nine (9), provided that the tenure of office of no director shall be affected thereby. The Board of Directors shall keep minutes of its meeting and a full account of its transactions.

Section 3 Notice of Meetings

Not less than ten (10) days and not more than thirty (30) days written or printed notice of every annual meeting and of every special meeting of the members (except of any meeting called by the members as provided in Section 2 of this Article 1) shall be given to each member in good standing of the Association on the date fixed by the Board of Directors as the record date for such meeting or if the Board fixes no record date, then to each member in good standing on the date of the notice. Such notices of annual or special meetings shall state the place, day and hour of such meetings, and in case of special meetings, shall also state the business proposed to be transacted thereat. Such notice shall be given to each member by leaving the same with him at his residence or usual place of business, or by mailing it postage paid and addressed to him at his address as it appears upon the books of the association. No notice of the time, place or purpose of any meeting of members, whether prescribed by law, by the charter or by the by-laws, need be given to any member who attends in person, or who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice.

Section 4 Admission to Membership

Members shall be those persons who are resident homeowners of the subdivision known as "Hunter's Mill Subdivision". The board of directors shall be the sole and final judge of eligibility in the case of each proposed member.

Section 5 Dues and Assessments

All owners of lots in Hunter's Mill, will agree to pay such dues and annual assessments as shall be voted by a majority of the members of said association.

Section 6 Quorum

At any meeting of members the presence, in person, of no less than 10% of all members in good standing shall be necessary and sufficient to constitute a quorum for the election of Directors or for the transaction of other business.

Section 7 Proxies

Members may vote in person, however proxies shall be allowed.

Articles III Officers

Section 1. Officers

The officers of the Association shall be a President, a Vice-President, a secretary and a treasurer, and such other officers as the board, from time to time, considers necessary for the proper conduct of the business of the association. The officers shall be elected annually by the Board of Directors at the first meeting following the annual meeting of members. Each such officer shall hold office for a term of one year, and thereafter until his successor is elected and qualified or until his death, resignation or removal upon approval of the Board.

Section 2. President

The president shall be the chief executive officer of the Association. He shall, when present, preside at all meetings of the members and directors; he shall have general management and direction of the business of the Association and ordinarily exercised by the President of the Association; he shall have authority to sign and execute, in the name of the Association, all authorized deeds, mortgages, bonds, contracts or other instruments.

Section 3. Vice-President

In the absence of the President, the Vice-President shall perform all the duties of the president, and when so acting shall have the powers of the President. The Vice-President shall (if provided by resolution of the Board of Directors) have authority to sign and execute, in the name of the Association, all authorized deeds, mortgages, bonds contracts or other instruments, and shall also have such additional powers and duties as may be assigned to him by the Board of Directors.

Section 4. Secretary

The Secretary shall keep the minutes of the meetings of the members of the Board of Directors in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the by laws or as required by law; he shall be the custodian of the records and of the corporate seal or seals of the Association; he shall see that the corporate seal is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized, and when so affixed may attest the same, and in general, he shall perform all the duties ordinarily incident to the office of a Secretary of a Association, and such duties as, Directors, or by the President.

Section 5. Treasurer

The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association and shall deposit, or cause to be deposited,

in the name of the Association all moneys or other valuable effects in such banks, trust companies, or other depositories as shall, from time to time be selected by the Board of Directors; he shall render to the President and to the board of directors; whenever requested,

STATE DEPARTMENT OF REVENUES
TAX DIVISION

911726

47-593

APPROVED FOR PAYMENT

6/22/90

at 9:43 .m.

ARTICLES OF INCORPORATION

OF

HUNTER'S MILL HOMEOWNERS ASSOCIATION, INC.

THIS IS TO CERTIFY:

FIRST: That I, the subscriber, THOMAS H. RUARK, whose post office address is 927 Eastern Shore Drive, Salisbury, Maryland 21801, being at least eighteen (18) years of age, do under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations, hereby act with the intention of forming a corporation by the execution and filing of these Articles.

SECOND: That the name of the corporation (which is hereinafter called the "Corporation") is

HUNTER'S MILL HOMEOWNERS ASSOCIATION, INC.

THIRD: This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are as follows:

1. To provide for maintenance, preservation and control of the building lots and association property being more particularly described on those subdivision plats entitled: (1) "Hunter's Mill Sections One through Nine" which plats subdivided the land conveyed to Thomas H. Ruark, Inc. by a deed from Ellen Hayman Cimino, et al dated August 7, 1986 and recorded among the Land Records of Wicomico County, State of Maryland in Liber A.J.S. No. 1074, Folio 16; and future sections of said land which may be further subdivided by the developer.

The aforesaid property is subject to a Declaration of Covenants, Conditions and Restrictions for "Hunter's Mill", made by Thomas H. Ruark, Inc. on August 11, 1986 and recorded among the Land Records of Wicomico County, State of Maryland, in Liber A.J.S. No. 1073, Folio 868.

2. To provide and promote the health, safety and welfare of the residents within the aforescribed subdivision and any additions which may be made thereto as may hereafter be brought within the jurisdiction of this Association.

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3. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth fully at length herein.

This Corporation shall have those powers to exercise any and all rights and privileges which a Corporation organized under the Non-Profit Corporation Law of the State of Maryland may now or hereafter have or exercise.

✓ FOURTH: The post office address of the principal office of the Corporation in this State is 927 Eastern Shore Drive, Salisbury, Maryland 21801. The resident agent of the Corporation is Thomas H. Ruark, whose post office address is 927 Eastern Shore Drive, Salisbury, Maryland 21801. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: The Corporation is not authorized to issue any capital stock. Any person or legal entity who is a resident or record landowner in the subdivision specifically referred to in the aforementioned Declaration shall be eligible for and entitled to membership in the Corporation, which membership shall be appurtenant to, and inseparable from, ownership of the lot; provided, however, that the Board of Directors shall be the sole and final judge of eligibility in the case of each proposed member, in accordance with the By-Laws of the Corporation. The first members of the Corporation shall be the Board of Directors named in Article Sixth hereof. The number of members of the Corporation shall be unlimited; each member shall be entitled to one vote for each lot owned at all membership meetings held in accordance with the By-Laws of the Corporation; and the annual membership dues for each member shall be as prescribed by the By-Laws and the aforementioned Declaration.

SIXTH: The Corporation shall be governed and directed by a Board of Directors consisting of three (3) members who shall be elected by the members, in accordance with the By-Laws of the Corporation. Until the first annual meeting of the members, and until their successors are duly chosen and qualified, the following shall act as the Board of Directors for the Corporation:

- (a) Thomas H. Ruark
- (b) Steve Adkins
- (c) Barbara Hannaman

47 505

SEVENTH: The Corporation may be dissolved as provided by statute; and, upon such a dissolution, other than incident to merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and/or assigned to any nonprofit corporation, association, trust or other organization which would be devoted to such similar purposes.

EIGHTH: The amendment of these Articles shall require the assent and approval of at least two-thirds (2/3) of the votes entitled to be cast by lot owners.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation on this 18th day of June, 1990.

WITNESS:

Alice C. Bailey Thomas H. Ruark (SEAL)
Thomas H. Ruark

STATE OF MARYLAND, COUNTY OF WICOMICO:

THIS IS TO CERTIFY, that on this 18th day of June, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THOMAS H. RUARK and he acknowledged the foregoing Articles of Incorporation to be his act.

WITNESS my hand and Notarial Seal, the day and year last above written.

My commission expires:
July 1, 1990

Alice C. Bailey
Notary Public



09/10/86

871010

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR "HUNTER'S MILL"

THIS DECLARATION, Made this 11th day of August, 1986, by THOMAS H. RUARK, INC., hereinafter termed "Developer".

W I T N E S S E T H :

WHEREAS, Developer is the owner of a certain parcel of land situate in the Salisbury Election District of Wicomico County, Maryland, lying on the West side of Rockawalkin Road and the North side of Pratt Road, which parcel has been subdivided into a certain subdivision known as "Hunter's Mill" as per plat thereof made by Philip Parker & Associates, dated May 14, 1986 to be recorded among the Land Records of Wicomico County, Maryland, being a part of the same property acquired by Deed from Aline K. Harcum, et al., intended to be recorded prior hereto.

WHEREAS, the aforesaid plat of Hunter's Mill, Section One includes certain lots which will comprise a portion of a larger subdivision, all of which will be known as Hunter's Mill Subdivision, which future development may include certain areas for drainage easements, open spaces, storm water management areas and/or recreational areas.

WHEREAS, Developer deems it advisable to provide for the preservation and maintenance of said areas, 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, for the efficient preservation of the values, drainage easement, 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 is about to organize an association for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer declares the real property above described known as "Hunter's Mill, Section One" 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, and the Developer also declares that the adjacent land owned by the Developer and intended for future development of this same subdivision shall also be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and charges hereinafter set forth at such time that lots are included on an approved and recorded subdivision plat.

1. 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, wall, 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, 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 them. 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, it shall have the right to take into consideration the suitability of the proposed dwelling house, residence, garage or other structure and of 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, to the adjacent property and to the outlook of the adjacent or neighboring property. 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. That 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 and adjoining property owners within the subdivision file among the Land Records, a waiver stating that such violation does not adversely affect the value of the respective properties.

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 Hunter's Mill, will become members of the Hunter's Mill 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 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, the developer may waive the first years dues if he so desires. The purpose of the Association shall be for promoting the recreation, health, safety and welfare of the lot owners and in particular, for the improvements and maintenance of the storm water drainage easements and open spaces, 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. The dues provided for herein is enforceable at law, but shall not create a lien against the real estate.

5. B. The Association hereinbefore created shall maintain all storm water drainage easement areas and open spaces and in the event that the Developer, Owners or Association at any time hereafter shall fail or refuse to maintain the drainage easement or open space areas so that such property 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 proper 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.

5. C. In no instance, however, shall any lot or lots which front on an existing county maintained or state road be assessed for the maintenance, improvements or repairs of drainage easements or storm water maintenance areas if such lot or lots do not contribute any runoff to the storm water management system of the subdivision. This however shall not be the case with respect to open spaces which are declared to be of benefit to all sections with the costs associated therewith shared by all lot owners in the subdivision.

6. The Developer covenants and agrees that all conveyances of lots in of 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 representative 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 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.

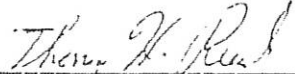
10. Thomas H. Ruark, Inc. shall be construed to mean its successor or successors as developers who shall likewise be entitled to exercise such rights as are herein reserved to Thomas H. Ruark, Inc. And in the event that Thomas H. Ruark, Inc. or the successor developer shall cease to own any lots in the subdivision, 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 five 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 of 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.

IN WITNESS WHEREOF, the hand and seal of the party hereto.

ATTEST:

THOMAS H. RUARK, INC.



BY:  (SEAL)
Thomas H. Ruark

LAW OFFICES
ING. HUGHES, BAHEN,
& DASHIELL
124 EAST MAIN STREET
SALISBURY, MARYLAND
21801-0288

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, that on this 11th day of August, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas H. Ruark, President of Thomas H. Ruark, Inc., and acknowledged the foregoing Declaration of Covenants and Restrictions for "Hunter's Mill" to be his act.

AS WITNESS my hand and notarial seal.

My Commission Expires
July 1, 1990

Alice C. Bailey
Notary Public



REC'D 23 00
TUL 22 00
OCT 22 00
01 01786 8-11 1986

Received for Record Aug 11 1986 and recorded in the
Land Records of Wicomico County, Maryland in Liber A.J.S.
No. 1073, Folio 868-872
A. James Smith Clerk

set to Public Works
County

LAW OFFICES
G. HUGHES, BAHEN,
& DASHIELL
14 EAST MAIN STREET
LIBBURY, MARYLAND
21801-0259

936342

LIBER 1325 FOLIO 059

THIS DEED, Made this 26th day of January, in the year Nineteen Hundred and Ninety-three, by THOMAS H. RUARK, INC., hereinafter referred to as "Grantor", witnesseth:

WHEREAS, Thomas H. Ruark, Inc. is the Developer of Hunter's Mill Subdivision and is the owner of the common areas located in said subdivision; and

WHEREAS, Hunter's Mill Homeowners Association, Inc. was created by the authority of Declaration of Covenants, Conditions and Restrictions for "Hunter's Mill", made by Thomas H. Ruark, Inc. on August 11, 1986 and recorded among the Land Records of Wicomico County, State of Maryland, in Liber A.J.S. No. 1073, Folio 868 to provide for maintenance, preservation and control of the building lots and common areas in said development; and

WHEREAS, the parties hereto enter into this deed for the purpose of conveying all common areas in the above referenced subdivision unto Hunter's Mill Homeowners Association, Inc.

NOW, THEREFORE, for the purposes above recited and in consideration of the sum of TEN DOLLARS (\$10.00) and other good, valuable and sufficient considerations in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto HUNTER'S MILL HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Grantee", its successors and assigns, all the following described property:

ITEM ONE: ALL those lots or parcels of land situate, lying and being in Quantico Election District of Wicomico County, State of Maryland, and being shown and designated as all of Parcel I and Parcel II on the subdivision plat entitled "Hunter's Mill Subdivision, Section Four" prepared by Philip Parker and Associates, Inc., dated March 3, 1987 and recorded among the Land Records of Wicomico County, State of Maryland, in Plat Cabinet A.J.S. No. 6, Folio 58-230.

ITEM TWO: ALL those lots or parcels of land situate, lying

CJ

LIBER 1325 FOLIO 60

and being in Quantico Election District of Wicomico County, State of Maryland, and being shown and designated as Parcels III, IV and V as shown on a subdivision plat entitled "Hunter's Mill Subdivision, Section Five", prepared by Philip Parker and Associates, Inc., dated May 26, 1988 and recorded among the Land Records of Wicomico County, State of Maryland, in Plat Cabinet A.J.S. No. 6, Folio 75-297, containing 1.67 acres, more or less.

ITEM THREE: ALL those lots or parcels of land situate, lying and being in Quantico Election District of Wicomico County, State of Maryland, and being shown and designated as Parcels VI, VII, VIII and IX on a subdivision plat entitled "Hunter's Mill Subdivision, Section Six", prepared by Philip Parker and Associates, Inc., dated September 23, 1988 and recorded among the Land Records of Wicomico County, State of Maryland, in Plat Cabinet A.J.S. No. 6, Folio 88-351. .

ITEM FOUR: ALL those lots or parcels of land situate, lying and being in Quantico Election District of Wicomico County, State of Maryland, and being shown and designated as Parcels VII, VIII, XI and XVI on the subdivision plat entitled "Hunter's Mill Subdivision, Section Seven", prepared by Philip Parker and Associates, Inc., dated January 30, 1989 and recorded among the Land Records of Wicomico County, State of Maryland, in Plat Cabinet M.S.B. No. 8, Folio 16-63.

Items One, Two, Three and Four above, being a part of the same land conveyed unto Thomas H. Ruark, Inc. by a deed from Ellen Hayman Cimino, et al., dated August 7, 1986 and recorded among the Land Records of Wicomico County, State of Maryland, in Liber A.J.S. No. 1074, Folio 16.

REFERENCE to said deeds, plat and to preceding deeds of the property hereby conveyed, and to the references contained therein, is hereby made a part hereof as if herein fully set forth.

LIBER 1325 FOLIO 61

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Grantee, its successors and assigns, forever in fee simple; SUBJECT, NEVERTHELESS, to the Declaration of Covenants, Conditions and Restrictions for Hunter's Mill Subdivision, made by Thomas H. Ruark, Inc., dated August 11, 1986 and recorded among the Land Records of Wicomico County in Liber A.J.S. No. 1073, Folio 868.

AND the said Grantor does hereby covenant that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances of the land as may be requisite and necessary.

AS WITNESS my hand and seal the day and year first above written.

ATTEST:

THOMAS H. RUARK, INC.

Kennedy A. Hardy

By: *Thomas H. Ruark* (SEAL)
Thomas H. Ruark, President

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Wicomico County

PO 1/29/93

AGRICULTURAL TRANSFER TAX

\$ Nil
By PO Date 1/29/93

I HEREBY CERTIFY THAT TAXES ARE PAID ON THE PROPERTY COVERED BY THIS DEED AS WELL AS ANY OTHER TAXES WHICH SHOULD BE COLLECTED BEFORE TRANSFER OF SAME, PURSUANT TO SECTION 14 ARTICLE 21 OF THE

ANNOTATED CODE OF MARYLAND
1/29/93
Rk C. JOSEPH SCHILLER
DIRECTOR OF FINANCE
WICOMICO COUNTY, MARYLAND

LAW OFFICES
LONG, HUGHES & BADGER
124 EAST MAIN STREET
SALISBURY, MARYLAND
21803-0259
410-749-2356

LIBER 1325 FOLIO 62

STATE OF MARYLAND, COUNTY OF *Wicomico*

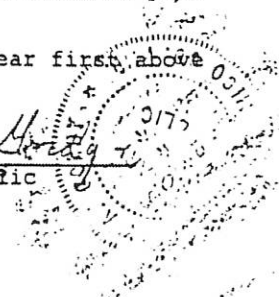
I HEREBY CERTIFY, that on this 26th day of January, 1993, before me, the undersigned officer, personally appeared THOMAS H. RUARK, who acknowledged himself to be the President of the Grantor Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing, in my presence, the name of the said corporation by himself as President, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor Corporation. He further certified that the consideration paid for this property is in the amount of \$ - 0 - .

AS WITNESS my hand and seal, the day and year first above written.

My commission expires:

11/1/96

Beverly A. Smith
Notary Public



File No. 4-1232 DWS
mlk

The undersigned hereby certifies that this Deed was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]
Attorney at Law

DATE: 1/26/93

RECORD FEE 18.00
FEEAL PROF .00
SUBTOTAL 23.00
CHECK TL 23.00

4406620 0004 001 11-17

6235 17



LAW OFFICES
LONG, HUGHES & BADGER
124 EAST MAIN STREET
SALISBURY, MARYLAND
21803-0259
410-749-2354

Received for Record January 29, 1993 and recorded in the
Land Records of Wicomico County, Maryland in Liber M.S.B
No. 1325 Folios 59-62

Mark A. Bowen Clerk

By Law Changes as voted by the community at the November 1996 Community Meeting.

1. Any fees or expenses incurred by Hunters Mill Homeowners Association regarding the collection of outstanding dues, such as Lawyers fees or Court costs will be the responsibility of the homeowner who is being sued for non payment of dues.
 2. Any homeowner residing on a drainage ditch must either move any obstruction in the 15 foot maintenance easement, or maintain said ditch to keep from over growth. If the Association cannot mow because of obstructions in the 15 foot easement maintenance area with the machinery that is applicable, the homeowner will be billed for maintenance in said area for hand cutting of ditch. Any fees such as legal fees, court costs, etc... incurred by the Association in recovering the costs will be the responsibility of said homeowner.
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