

(Filed and recorded October 30, 2002 @ 2:18 p.m.)

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**THIS DECLARATION** dated October 21, 2002, by **ALLEGANY COAL AND LAND COMPANY** (the "Company").

**BACKGROUND**

The Company owns a fourteen (14) acre tract of land more or less located in Allegany County, Maryland. The tract (hereinafter called the "Property") consists of all of the land shown on the subdivision plat entitled Sand Spring Run recorded as Plat No. 1707 among the Land Records of Allegany County, Maryland.

The Company desires to subject the Property, and the lots located therein (the "Lots"), to the Covenants, Conditions and Restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Area located within the Property, and any improvements constructed thereon.

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

**ARTICLE I**

*Definitions*

(a) "Association" means the Sand Spring Run Homeowners Association, Inc.

(b) "Common Area" means those areas of land designated on the recorded subdivision plat of the Property as storm water management ponds or sediment control ponds or facilities intended to be owned by the Association and devoted to the common use, benefit, enjoyment, or protection of the Owners of the Lots.

(c) "Company" means Allegany Coal & Land Company and any successor or assignee thereof to whom Allegany Coal & Land Company shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom Allegany Coal & Land Company shall expressly transfer, and assign all of its rights, title and interest under this Declaration, or any amendment or modification thereof.

(d) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner" shall not mean any contract purchaser, or the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the

performance of an obligation.

(e) "Property" means all of the land shown on the "Plat of Sand Spring Run" more particularly referred to in the Explanation to this Declaration and such additional land as may be subjected to this Declaration under the provisions of Article II below.

## ARTICLE II

### *Property Subject to this Declaration and Additions Thereto*

#### SECTION 1

All of the land shown on the Plat referred to in the Explanation to this Declaration (the "Existing Property") shall be, transferred, held, sold, conveyed, and occupied subject to this Declaration.

#### SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

(a) The Company, its successors, and assigns, shall have the right for fifteen (15) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of the land more particularly described on Exhibit A attached as a part of this Declaration.

The additions authorized under this Section 2(a) shall be made by recording among the Land Records of Allegany County a supplement to this Declaration, which need be executed only by the Company and the owner of such additional land if the Company is not the Owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Association.

(b) Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the aforesaid Land Records a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration.

Any such Supplement to this Declaration may contain such complementary additions and modifications of the Covenants, Conditions, and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added Property, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify, or add to the Covenants, Conditions, and Restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

**ARTICLE III**

*Membership and Voting Rights in the Association*

**SECTION 1**

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

**SECTION 2**

The Association shall have two classes of voting membership:

Class A. Except for the Company (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the Company. The Class B member shall be entitled to three votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the fifteenth anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association. Provided, however, the Class B Membership shall be revived (and the Company shall again be entitled to three votes for each Lot owned by the Company) during any periods of time occurring before the fifteenth anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the Company exist which, when added to the other Lots then owned by the Company, would result in the Company having more than 50 percent of the votes of the Association were the Company to have three votes for each Lot owned by the Company instead of only a single vote for each Lot owned by the Company.

**ARTICLE IV**

*Common Area*

**SECTION 1**

The Company shall grant and convey to the Association, and the latter shall take and accept from the Company, the Common Area shown on a subdivision plat which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by

a dwelling is conveyed to an Owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgment liens, or similar liens or encumbrances.

The Association shall hold the Common Area conveyed to it subject to the reservation to the Company, its successors and assigns, of the right to enter upon the Common Area for any purpose.

**SECTION 2**

The Common Area conveyed to the Association shall be deemed property and facilities for the use, benefit, and enjoyment, in common, of each Owner.

**SECTION 3**

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

**SECTION 4**

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore, and maintain the Common Area as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

**SECTION 5**

Use of the Common Area shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order, and cleanliness of the Common Area. All such terms, conditions, provisions, rules, and regulations shall inure to the benefit of and be enforceable by the Association and the Company, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Company shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

**ARTICLE V**

*Property Rights in the Common Area*

**SECTION 1**

The Company shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions, and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Company, the Association and the Owners, and their respective personal representatives, successors and assigns.

**SECTION 2**

Each Owner shall fully and faithfully comply with the rules, regulations, and restrictions applicable to the Common Area, as these rules, regulations, and restrictions are from time to time

adopted by the Association for the safety, care, maintenance of the Common Area. Each Owner shall comply with the covenants, agreements, and restrictions imposed by this Declaration on the use and enjoyment of the Common Area.

SECTION 3

The rights, privileges, and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority, or utility accepting the dedication or transfer.

ARTICLE VI

*Covenant for Assessment*

SECTION 1

The Company, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs, and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

SECTION 2

The assessments and charges levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Area may be levied against all Lots on the Property by the tax collecting Authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

SECTION 3

Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be One Hundred Dollars (\$100.00) per Lot which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by four percent (4%) of the maximum permissible annual

assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the four percent (4%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) Of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Company is the Owner on January 1st of the year to which the assessment pertains shall be Twenty-Five Dollars (\$25.00) per Lot.

SECTION 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

SECTION 5

Except as provided in Section 3 of this Article, and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article 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 meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year.



The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year.

The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least forty-five (45) days after the date of such resolution.

#### SECTION 8

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date thereof.

#### SECTION 9

The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

### ARTICLE VII

#### *Repair and Maintenance of Lots*

The owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings

and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

## ARTICLE VIII

### *Covenants, Conditions, and Restrictions*

#### SECTION 1

The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling house not to exceed three stories in height, with or without a private one or two car garage, except that real estate sales, management, and construction offices may, with the prior written consent of the Company, be erected, maintained, and operated on any Lot or in any building or structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental, or sale of any part of the Property, or of improvements now or hereafter erected thereon.

#### SECTION 2

No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") shall be commenced, erected, or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations, and approximate cost of the Structure, addition, or alteration shall have been submitted to and approved in writing by the Company. The Company shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition, or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations, and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition, or alteration on the use, enjoyment, and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition, or alteration taking into account the general aesthetic values of the surrounding area.

#### SECTION 3

No Structure shall be erected, placed, altered, or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat therefor. Where two adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences, where approved by the Company, shall not exceed forty-two inches in height and



shall not impede surface drainage. Privacy enclosures of open patios, swimming pools, or garden courts where approved by the Company may exceed forty-two inches in height if allowed by the Company.

SECTION 4

No dwelling house shall be permitted on any Lot whose cost of construction would be less than One Hundred Thousand Dollars (\$100,000.00) had the house been built on the date this Declaration is first recorded among the Land Records of the jurisdiction referred to above. The ground floor area of the dwelling house, exclusive of one story open porches and garages, shall not be less than one thousand six hundred square feet for a one-story dwelling house, and not less than eight hundred square feet for a dwelling house of more than one story. For split level dwelling houses, the ground cover area shall not be less than one thousand four hundred square feet.

SECTION 5

No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structure erected thereon, except that no more than two dogs, cats, or similar domestic household pets may be kept on a Lot provided they are not kept, bred, or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners.

SECTION 6

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 7

Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.

SECTION 8

No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No boats, trailers, or recreational vehicles shall be regularly parked or stored on any street, or on any Lot except in a garage. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates.

SECTION 9

No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of the Company, except customary "For Rent" or "For Sale" signs, not larger than twenty-eight inches wide and twenty inches high, on or in front of a dwelling house by the owner thereof.

MP PD SINE 4  
RECORDING FEE 28.00  
TOTAL 25.00  
REF A/M 01/11/2002  
REF 4 5930  
DLK 4 2466  
02:10 PM

SECTION 10

No outside television, radio antenna, or satellite dish (greater than 3 feet in diameter) shall be erected, installed, or maintained on any Lot, or on any Structures thereon, except that outside television or radio antennae not more than four feet in height shall be permitted on the roof or chimney of a dwelling house.

SECTION 11

No permanent exterior clothes dryer shall be erected, installed, or maintained on any Lot, or on any Structure thereon. Only collapsible or retractable clothes dryers shall be used and they shall be collapsed or retracted when not in use and shall be located in the rear yard behind the dwelling house.

SECTION 12

The front yard of each Lot shall be kept only as a lawn, including trees, flowers, and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.

SECTION 13

Covenants, conditions, and restrictions numbered 1 through 12 above (the "Covenants") shall run with and bind the Property and shall be enforceable by the Company and by the owners of all or any portion of the Property until the fortieth anniversary of the date of this declaration and thereafter for successive 10 year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of sixty-six and two-thirds percent (66 2/3%) of the Lots which are then subject to the Covenants and recorded among the Land Records of the jurisdiction referred to above, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Company by this Declaration may be assigned or transferred by the Company to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of the jurisdiction referred to above, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Company by this Declaration.

SECTION 14

Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

ARTICLE IX

General Provisions

SECTION 1

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 2

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended during the first forty (40)-year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded among the Land Records of the jurisdiction referred to in the Recitals to this Declaration.

SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Company shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power, and authority of the Company may be exercised only if the Veterans Administration (VA), the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), or the Government National Mortgage Association (Ginnie Mae), or any successor agencies or entities thereto or any agencies or entities providing similar programs shall require such action as a condition precedent to the approval by such agency or entity of the Property or any part thereof or any Lots thereon, for approved mortgage financing purposes under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae, or similar programs. If the VA or the FHA or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

WITNESS the hands and seals of the parties hereto on the day hereinabove first written.

ATTEST:

ALLEGANY COAL AND LAND COMPANY

*Doris L. Jenkins*

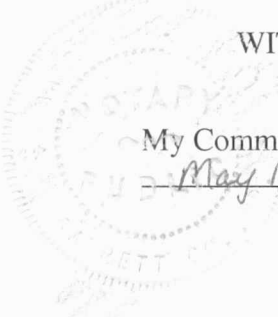
By *Will Jenkins* (SEAL)  
WILL JENKINS

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO-WIT:

*Garrett*

I HEREBY CERTIFY that on this 21<sup>st</sup> day of October, 2002, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Will Jenkins**, who acknowledged himself to be President of Allegany Coal and Land Company, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



My Commission Expires:  
May 1, 2006

Barbara L. Krotts  
NOTARY PUBLIC

This instrument was prepared by W. Stevens Hidey, an attorney, under such attorney's supervision, or by one of the parties named in this instrument.

W. Stevens Hidey  
W. STEVENS HIDEY

**EXHIBIT A**

Approximately fifty-acre parcel lying adjacent to and south of the Property.