

REC FEE 40.00
REALPROP 2.00
MISC 0 #
#070270 0001 R01 T13:24
09/05/91

DECLARATION

THIS DECLARATION, made this 20th day of AUGUST, 1991 by American Heritage Corporation hereinafter referred to as "Grantor".

WITNESSETH

WHEREAS, the Grantor is the owner of a tract of land located on George Road in Garrett County, Maryland which is recorded by Deed dated June 19, 1991 and recorded among the Land Records of Garrett County, Maryland at Liber 566, Folio 230;

WHEREAS, Grantor has designed a real estate development upon said tract of land to be known as "BEAR CREEK FOREST"; and

WHEREAS, said real estate development and the location of the building lots and common areas therein are set forth on a plat dated July 12, 1991 and recorded among the Land Records of Garrett County in Plat Book 3, Page 103.

NOW, THEREFORE, Grantor hereby declares that the aforesaid Property shall be held, sold and conveyed subject to the covenants and restrictions set forth below.

ARTICLE I
DEFINITIONS

(A) "Association" means The BEAR CREEK FOREST Property Owners Association as set forth herein and in the ByLaws.

(B) "Common Area" means those areas of land, designated on the plat, intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots.

(C) "Grantor" means American Heritage Corporation and any successor or assign thereof to whom it shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it.

(D) "Lot" or "Lots" mean the parcels depicted and designated as a Lot or Lots on the Plat.

(E) "Owner" means the person or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot. 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, 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.

(F) "Plat" means the BEAR CREEK FOREST Subdivision plats prepared by the Grantor and approved by the Garrett County Health Department, Garrett County Planning/Zoning Office and recorded among the Land Records of Garrett County.

(G) "Property" means all of the land acquired by Grantor in the above mentioned Deed.

ARTICLE II
COVENANTS AND RESTRICTIONS

The Grantor declares that the Lots identified by Plat on the Property shall be subject to the following protective covenants and restrictions.

1. ACTIVITIES. No noxious or offensive trade or activity shall be carried on in the development nor shall anything be done which may be or become a violation of any health, fire or police, or other governmental law, rule or regulation, or a nuisance or annoyance to the other Owners or the neighborhood. Any violation of any law, order, rule or regulation, or requirement of any governmental authority shall be remedied by and at the sole cost and expense of the Owner causing such violation.

2. USES. The development is restricted to residential use only. No commercial, industrial or manufacturing business, building or enterprise shall be erected, maintained or operated upon said land. Residential renting is permitted.

Exd. and Del. to
Craig Ingram
09/06/91

3. ANIMALS. Domestic animals or pets may be kept and maintained upon said land if reasonable in number, but shall be kept and maintained within the boundaries of the animals' owner's Lot and/or under Owner's control. Kennels or commercial maintenance of any animals is prohibited.

4. ARCHITECTURE. Prior to construction, plans for all buildings to be constructed, erected or maintained on the Property shall be approved by Grantor or its assigns. All buildings shall be constructed of good finished materials and constructed in a good workmanship like manner. Grantor or its assigns shall consider application 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 will insure harmony in exterior design and appearance. Approval shall be based upon, among other things, the quality, nature and durability of materials, changes in topography, grade and drainage, effect on the use, enjoyment and value of other neighboring properties. In the event that such plan and specifications are not approved within ninety (90) days after such plans and specifications have been submitted, such plans and specifications shall be deemed approved. Any plans or specifications shall be deemed submitted if hand-delivered or sent by certified mail, return receipt requested, to Grantor or its assignee at its last known address. Grantor may delegate or assign its authority to approve such plans to the Association, which shall assume all the rights, powers, and obligations of Grantor.

5. MOBILE HOMES. No house trailer, mobile home, doublewide mobile home or basement dwelling shall be constructed, placed or maintained upon any Lot. However, a modular dwelling may be placed on said land if it is built in accordance with and meets the specifications of the Building Officials Code Administrators.

6. SETBACKS. No building shall be located on a Lot nearer than twenty-five (25) feet from any street or utility right-of-way, or nearer than twenty-five (25) feet from lot boundary line.

7. UTILITIES. Grantor reserves for itself, its successors and assigns and for utility companies to which Grantor may grant easements for the right to install, construct, maintain, repair, or replace utilities and drainage facilities including poles, wires, pipes, and lines, overground and underground, over, under and along the front twenty feet (20') of each Lot and within fifteen feet (15') of any sideline or backline of each Lot.

8. SUBDIVIDING. No Lot may be further subdivided to establish an additional residential parcel or parcels. Conveyance of a portion of a Lot will be only for the purpose of adjusting lot boundaries as agreed by the parties involved.

9. DWELLINGS. Only one residential building may be erected or maintained on each Lot. Said building shall contain at least eight hundred (800) square feet of enclosed living area above grade. No building shall exceed three (3) stories or forty feet (40') in height.

10. OUTBUILDINGS. No more than two (2) non-residential buildings may be erected or maintained on each Lot. The exterior of said non-residential buildings shall conform with the exterior of any residential building on the Lot and with the natural character of the area. The total interior floor space of said buildings shall not exceed twelve hundred (1200) square feet on a Lot.

11. CONSTRUCTION. After construction of a building has commenced, all exteriors shall be completed within twelve (12) months of the starting date.

12. JUNK VEHICLES. No inoperable or junk vehicles are permitted on the Property.

13. SIGNS. No signs, billboards, or advertising structures of any kind shall be placed or erected on any Lot except those pertaining to the sale of the Lot.

14. COMMON AREAS. Grantor shall grant and convey to the Association, and the latter shall take and accept from the Grantor, the Common Areas, not later than sixty (60) days from the date that one hundred percent (100%) of the total Lots subject to this Declaration have been conveyed to an Owner by Grantor. At the time of the conveyance, the Common Areas shall be free of any mortgages, judgment liens or similar liens or encumbrances. The Common Areas shall be the roadways and two riverfront parcels as shown on the Plat. The Fifty Foot (50') Common Areas shown on the Plat shall consist of a Forty Foot (40') common road right-of-way and a Ten Foot (10') common utility right-of-way. The Thirty Foot (30') Common Area shown on the Plat is

15. PROPERTY RIGHTS IN THE COMMON AREAS. Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of the Common Areas shall be subject to the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner for any period in which any assessment against his Lot remains unpaid. Any Owner may delegate his right to the use and enjoyment of the Common Areas, to the members of his family, his tenants, invitees, or contract purchasers who reside on his Lot, subject to the right of the Association to restrict the number or manner of use by individuals who are not members of Owner's immediate family.

16. PROPERTY RIGHTS IN THE RIGHT OF WAY. Each Owner, in common with all other Owners, shall have the right and privilege to use a thirty (30') foot Right of Way for and only for the purpose of traversing the Property. Said Right of Way is identified on the Plat and shall encompass land on the existing road fifteen feet (15') to each side of a line described in Appendix A. There is also hereby established and identified on the Plat a ten foot (10') Right of Way, between said road and Bear Creek, five feet (5') to either side of each lot line. Each Owner, in common with all other Owners, shall have the right and privilege to use said ten foot Right of Way for and only for the purpose of non-motorized access to Bear Creek. Any Owner may delegate his right to use said Rights of Ways to his family, his tenants, invitees, or contract purchasers who reside on his Lot, subject to the right of the Association to restrict the number or manner of use by individuals who are not members of Owner's immediate family.

17. TRANSFER OF COMMON AREAS. 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 Owners; provided, however, that no such dedication or transfer shall be effective unless approved by a majority vote of the members of the Association 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.

18. LOT CLEARING AND FOREST MANAGEMENT. There shall be no cutting or defoliation of vegetation which is larger than two inches (2") in diameter at ground level except: that is reasonably necessary for clearing for construction of a driveway, septic fields or within two hundred feet (200') of a residence, or that is approved in writing by the Grantor or the Association for the purpose of obtaining a view of the surrounding mountains, managing storm damage or disease, or selective harvest of trees larger than eighteen inches (18") in diameter at ground level.

ARTICLE III CONSERVATION EASEMENT

1. DEFINITION. A Conservation Easement shall exist upon a portion of the Property as identified on the Plat. Such land is subject to conservation restrictions as defined in this Article III and will be known as the "Conservation Area". The Conservation Area shall include all land between Bear Creek and a line described in Appendix A being the center line of the existing road as identified on the Plat.

2. TERM. This Conservation Easement shall be perpetual. It is an easement in gross and as such runs with the land as an incorporeal interest in the Property, enforceable with respect to the Grantor, the Association or their assigns.

3. OWNERSHIP. The easement area is owned by the individual Owner and is not hereby dedicated for access by the public or, except as provided in Article II paragraph 16, other Members of the Association for any purposes whatsoever.

4. IMPROVEMENTS. No building, facility, or other permanent structure shall be constructed, placed or maintained within the Conservation Area. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, and other materials is prohibited. The Owner may not change or alter the Easement Area.

5. VEGETATION. The Conservation Area shall be considered a vegetative buffer along Bear Creek. Owners may not cut or cause to be cut any vegetation which is larger than two inches (2") in diameter at ground level within the Conservation Area.

6. ENFORCEMENT AND REMEDIES. Upon any breach of the terms of this Conservation Easement, Grantor, the Association or their assigns may, after reasonable notice to the Owner, require that the portion of the Lot within the Conservation Area be restored promptly to the condition required by this Conservation Easement. Grantor, the Association or their assigns have the right to restore the Conservation Area and to create a special assessment, which may be enforced in the same manner as a lien for an unpaid assessment as provided herein, on the affected Lot for the expense of said restoration.

ARTICLE IV GENERAL PROVISIONS

1. TERMINATION/AMENDMENT. 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) years prior 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 (75%) of the Lots. Any amendment must be recorded among the Land Records of Garrett County, Maryland.

2. SEVERABILITY. Invalidation of any of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

3. EXPANSION. Grantor reserves the right to add contiguous land and a corresponding number of lots to the development.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. MEMBERSHIP. 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. The vote of any Member comprised of two or more persons, or other legal entities shall be cast in a manner determined by the several constituents, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

2. ASSESSMENT. Grantor hereby covenants each Lot and each Owner, by acceptance of a Deed conveying any such Lot, whether or not so expressed in the Deed, shall be deemed to have covenanted and agreed to pay the Association annual assessments or charges which shall be collected as hereinafter provided. The assessments and charges levied by the Association shall be used exclusively for the administration of the Association and the maintenance of Common Areas including, but not limited to, the cost of architectural review, postage, telephone, mowing, plowing snow and other appropriate costs of executing the functions of the Association.

3. COLLECTION. A pro-rated first year annual assessment for each Lot will be collected at the time of conveyance of said Lot to an Owner. The annual assessment for each Lot shall be \$100. This assessment shall be the maximum annual assessment for the first year. Hereafter, the annual assessment shall remain the same unless changed by a vote of a majority of the Members of the Association, voting in person or by proxy, at a meeting called for such purpose. The annual assessment 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. Grantor shall not pay an assessment.

4. NON-PAYMENT. Any assessment levied pursuant to this Declaration, or any portion thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, all in

accordance with the provisions of the Maryland Contract Lien Act. Any assessment or portion thereof levied pursuant to the Declaration which is not paid within fifteen (15) days after it is due, may be subject to an annual interest rate not to exceed eighteen percent (18%) per annum from the due date, at the option of the Association.

5. VOLUNTARY SALE. In a voluntary grant, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor by the Association without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee for such assessments.

6. REPAIR AND MAINTENANCE. 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. In the event that an Owner fails to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the building and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with said restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All reimbursed 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 as provided herein.

WITNESS/ATTEST the Corporate name of the Grantor by its authorized officer on the day hereinabove first written.

ATTEST:

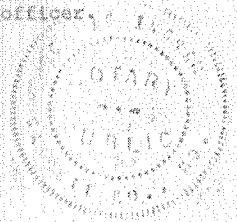
AMERICAN HERITAGE CORPORATION

Ron W. McCrary

BY: Ron W. McCrary
Ron W. McCrary, President

State of Maryland, Garrett County, to-wit:

On this 28th day of August, 1991, before me, the undersigned officer, personally appeared Ron W. McCrary, who acknowledged himself to be President of American Heritage Corporation, satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.



Craig Ingram
Notary public
My commission expires: 7/1/93

This is to certify that the within instrument was prepared by or under the supervision of the undersigned Maryland attorney.

Craig Ingram
Craig Ingram

THE BEAR CREEK FOREST PROPERTY OWNERS ASSOCIATION
BYLAWSArticle I
Definitions

1. **NAME AND LOCATION.** The Name of this unincorporated association is The Bear Creek Forest Property Owners Association. Its principal office is located at 322 East Alder Street, Oakland, Maryland 21550, which is also its mailing address. Such address and principal office may be from time to time changed without amending these Bylaws.
2. **DECLARATION.** "Declaration" as used herein means that certain Declaration made the day of , 1991, pursuant to Title 11B of the Real Property Article of the Annotated Code of Maryland, herein called the "Act", by which certain described land is subjected to covenants and which Declaration is recorded among the Land Records of Garrett County, Maryland.
3. **OTHER.** Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined in the Declaration or in the Act.

Article II
Membership

1. **MEMBERS.** Every Owner, as defined in the Declaration, (Article I (E)), shall be a Member of the Association provided, however, that any legal entity which holds a security interest in a Lot shall not be a Member.
2. **ROSTER.** The Association shall maintain a current roster of names and addresses of each Member. It shall be the duty of each Member to provide this information to the Association, and no Member may vote at a meeting of the Association until such information is provided.

Article III
Meetings of Members

1. **ANNUAL MEETINGS.** The first annual meeting of the Members shall be held not later than sixty (60) days after one hundred percent (100%) of the Lots have been sold by the Grantor and title to the same has been conveyed to the Owners. At such meeting, there shall be elected, by an informal action of the Members, a Board of Directors in accordance with these Bylaws. Thereafter, the annual meetings of the Members shall be held at a date, time and place selected by the Board of Directors of the Association.
2. **SPECIAL MEETINGS.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request by at least twenty-five percent (25%) of the Members.
3. **NOTICE OF MEETINGS.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, to each Member not less than twenty (20) days, nor more than sixty (60) days in advance of the meeting. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.
4. **PROXIES.** At all meetings, each Member may vote in person or by proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors before the appointed time of each meeting. Any proxy may be revoked at any time by filing written notice of revocation with the Secretary.

5. **QUORUM.** For the initial calling of a meeting, the presence of Members or of proxies entitled to cast fifty percent (50%) of all of the votes 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 calling of that 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 the forty-five (45) days following the preceding meeting.

Article IV
Board of Directors

1. **NUMBER.** The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

2. **TERM OF OFFICE.** The term of each Director shall be for one (1) year or until his successor is elected, whichever shall be the longer period. Each Director shall be elected at the annual meeting.

3. **REMOVAL.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal, pursuant to these Bylaws, of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

4. **COMPENSATION.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

5. **MEETINGS.** Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed by resolution of the Board, without the necessity of further notice. A majority of the number of Directors shall constitute a quorum for the transaction of business. Special meetings of the Board may be called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

6. **ACTIONS WITHOUT A MEETING.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

7. **POWERS.** The Board of Directors shall have the power to exercise for the Association all powers and authority vested in or delegated to this Association and not reserved to the Members by these Bylaws or the Declaration.

8. **DUTIES.** It shall be the duty of the Board of Directors to:

- a. keep a complete record of all its acts and affairs and to present a statement thereof to the Members at the annual meeting of the Members;
- b. supervise all officers, agents and employees of this Association;
- c. to provide for the designation, hiring and/or dismissal of the personnel necessary for the good working order of the Project;
- d. to promulgate and enforce such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Project;
- e. send written notice of each annual assessment to every Lot Owner subject thereto not later than February 1st of each year, and of each special assessment at least forty-five (45) days in advance of its due date;
- f. foreclose the lien against a lot if the Owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring an action at law against the Owner personally obligated to pay the same;
- g. issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates;
- h. cause the common areas to be maintained;
- i. cause the review and consideration of applications for in the Declaration.

Article V Officers

1. **ENUMERATION.** The Officers of this Association shall be a President who shall at all times be a Member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.
2. **ELECTION.** The election of Officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.
3. **TERM.** The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.
4. **RESIGNATION AND REMOVAL.** Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary.
5. **VACANCIES.** A vacancy in any office may be filled by appointment by the Board. The Officer appointed to the vacancy shall serve for the remainder of the term of the Officer he replaces.
6. **MULTIPLE OFFICES.** Not more than two offices may be held by the same person.
7. **DUTIES.** The duties of the Officers are as follows:
 - a. **President.** The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments.
 - b. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.
 - c. **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Members at its regular annual meeting, and deliver a copy of each to the Members requesting the same.

Article VI Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Article VII Amendments

1. **AMENDMENT.** These Bylaws may be amended, at a regular or special meeting of the Members, by a two-thirds (2/3) majority vote of the Members of the Association present in person or by proxy at the meeting at which the vote is taken.
2. **CONFLICT.** In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article VIII Miscellaneous

may indemnify every Officer and Director of the Association against any and all expenses. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles stored upon any common area.

2. **WAIVER.** No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason or any failure or failures to enforce the same.

3. **SEVERABILITY.** In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions herein.

4. **CAPTIONS, GENDER.** The captions contained herein are for convenience only and are not a part of these Bylaws and are not intended to limit or enlarge the terms and provisions of these Bylaws. Whenever, in these Bylaws, the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

REC FEE	36.00
REALPROP	2.00
MISC	582569 #
TOTAL	38.00
MISC	0 #
	1992
	05/19/92

DECLARATION

THIS DECLARATION, made this 1ST day of JUNE 1992, by American Heritage Corporation hereinafter referred to as "Grantor".

WITNESSETH

WHEREAS, the Grantor is the owner of a tract of land located on Bear Creek in Garrett County, Maryland which is recorded by Deed dated 4/29/92 and recorded among the Land Records of Garrett County, Maryland at Liber 582, Folio 569;

WHEREAS, Grantor has designed a real estate development upon said tract of land to be known as "BEAR CREEK FOREST II" which is contiguous to and shall be hereby considered part of BEAR CREEK FOREST subdivision; and

WHEREAS, said real estate development and the location of the building lots and common areas therein are set forth on a plat dated February 1992 and recorded among the Land Records of Garrett County in Plat Book 3, Page 121.

NOW, THEREFORE, Grantor hereby declares that the aforesaid Property shall be held, sold and conveyed subject to the covenants and restrictions set forth below.

ARTICLE I
DEFINITIONS

(A) "Association" means The BEAR CREEK FOREST Property Owners Association as set forth by declaration recorded in Liber 569, folio 850 of the Land Records of Garrett County, Maryland.

(B) "Bear Creek Forest I" means the original subdivision known as Bear Creek Forest (established by declaration in Liber 569, folio 850, and by plat in plat book 3, page 103) which is hereby expanded to include contiguous property and a corresponding number of lots, established herein as Bear Creek Forest II.

(C) "Common Area" means those areas of land, designated on the plat, intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the lots.

(D) "Grantor" means American Heritage Corporation and any successor or assign thereof to whom it shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it.

(E) "Lot" or "Lots" mean the parcels depicted and designated as a Lot or Lots on the Plat.

(F) "Owner" means the person or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot. 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, 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.

(G) "Plat" means the BEAR CREEK FOREST II Subdivision plats prepared by the Grantor and approved by the Garrett County Health Department, Garrett County Planning/Zoning Office and recorded among the Land Records of Garrett County.

(H) "Property" means all of the land acquired by Grantor in the above mentioned Deed.

ARTICLE II
COVENANTS AND RESTRICTIONS

The Grantor declares that the Lots identified by Plat on the Property shall be subject to the following protective covenants and restrictions.

1. ACTIVITIES. No noxious or offensive trade or activity shall be carried on in the development nor shall anything be done which may be or become a violation of any health, fire or police, or other governmental law, rule or regulation, or a nuisance or annoyance to the other Owners or the neighborhood. Any violation of any law, order,

Exd & Del to:
Craig Ingram, Atty.
6/22/92

rule or regulation, or requirement of any governmental authority shall be remedied by and at the sole cost and expense of the Owner causing such violation.

2. USES. The development is restricted to residential use only. No commercial, industrial or manufacturing business, building or enterprise shall be erected, maintained or operated upon said land. Residential renting is permitted.

3. ANIMALS. Domestic animals or pets may be kept and maintained upon said land if reasonable in number, but shall be kept and maintained within the boundaries of the animals' owner's Lot and/or under Owner's control. Kennels or commercial maintenance of any animals is prohibited.

4. ARCHITECTURE. Prior to construction, plans for all buildings to be constructed, erected or maintained on the Property shall be approved by Grantor or its assigns. All buildings shall be constructed of good finished materials and constructed in a good workmanship like manner. Grantor or its assigns shall consider application 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 will insure harmony in exterior design and appearance. Approval shall be based upon, among other things: the quality, nature and durability of materials, changes in topography, grade and drainage, effect on the use, enjoyment and value of other neighboring properties. In the event that such plan and specifications are not approved within (ninety) 90 days after such plans and specifications have been submitted, such plans and specifications shall be deemed approved. Any plans or specifications shall be deemed submitted if hand-delivered or sent by certified mail, return receipt requested, to Grantor or its assignee at its last known address. Grantor may delegate or assign its authority to approve such plans to the Association, which shall assume all the rights, powers, and obligations of Grantor.

5. MOBILE HOMES. No house trailer, mobile home, doublewide mobile home or basement dwelling shall be constructed, placed or maintained upon any Lot. However, a modular dwelling may be placed on said land if it is built in accordance with and meets the specifications of the Building Officials Code Administrators.

6. SETBACKS. No building shall be located on a Lot nearer than twenty-five (25) feet from any street or utility right of way, or nearer than twenty-five (25) feet from lot boundary line.

7. UTILITIES. Grantor reserves for itself, its successors and assigns and for utility companies to which Grantor may grant easements for the right to install, construct, maintain, repair, or replace utilities and drainage facilities including poles, wires, pipes, and lines, overground and underground, over, under and along the front twenty feet (20') of each Lot and within fifteen feet (15') of any sideline or backline of each Lot.

8. SUBDIVIDING. No Lot may be further subdivided to establish an additional residential parcel or parcels. Conveyance of a portion of a Lot will be only for the purpose of adjusting lot boundaries as agreed by the parties involved.

9. DWELLINGS. Only one residential building may be erected or maintained on each Lot. Said building shall contain at least eight hundred (800) square feet of enclosed living area above grade. No building shall exceed three (3) stories or forty feet (40') in height.

10. OUTBUILDINGS. No more than two (2) non-residential buildings may be erected or maintained on each Lot. The exterior of said non-residential buildings shall conform with the exterior of any residential building on the Lot and with the natural character of the area. The total interior floor space of said buildings shall not exceed twelve hundred (1200) square feet on a Lot.

11. CONSTRUCTION. After construction of a building has commenced, all exteriors shall be completed within twelve (12) months of the starting date.

12. JUNK VEHICLES. No inoperable or junk vehicles are permitted on the Property.

13. SIGNS. No signs, billboards, or advertising structures of any kind shall be placed or erected on any Lot except those pertaining to the sale of the Lot.

14. COMMON AREAS. Grantor shall grant and convey to the Association, and the latter shall take and accept from the Grantor, the Common Areas, not later than sixty (60) days from the date that one

hundred percent (100%) of the total Lots subject to this Declaration have been conveyed to an Owner by Grantor. At the time of the conveyance, the Common Areas shall be free of any mortgages, judgement liens or similar liens or encumbrances. The Common Areas shall be the roadways and the riverfront parcel as shown on the Plat. Said riverfront parcel is intended for the use and enjoyment of the Owners in Bear Creek Forest II. The two riverfront common areas shown on the plat of Bear Creek Forest I are intended for the use and enjoyment of Owners in Bear Creek Forest I. Each Owner in Bear Creek Forest I shall have the right to use the common roadways and right of ways in Bear Creek Forest II for ingress, egress and river access. The Fifty Foot (50') Common Areas shown on the Plat shall consist of a Forty Foot (40') common road right-of-way and a Ten Foot (10') common utility right-of-way.

15. PROPERTY RIGHTS IN THE COMMON AREAS. Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of the Common Areas shall be subject to the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner for any period in which any assessment against his Lot remains unpaid. Any Owner may delegate his right to the use and enjoyment of the Common Areas, to the members of his family, his tenants, invitees, or contract purchasers who reside on his Lot, subject to the right of the Association to restrict the number or manner of use by individuals who are not members of Owner's immediate family.

16. PROPERTY RIGHTS IN THE RIGHT OF WAY. Each Owner, in common with all other Owners, shall have the right and privilege to use the thirty (30') and fifty (50') foot Right of Ways for and only for the purpose of traversing the Property. Said Right of Ways are identified on the Plat and shall encompass land on the existing road fifteen feet (15') to each side of a line described in Appendix A including the right of way established by deed over lot #8 in Bear Creek Forest I. Each Owner shall also have the right to use all roads and right of ways established in Bear Creek Forest I for ingress, egress and river access. There is also hereby established and identified on the Plat a ten foot (10') Right of Way, between said road and Bear Creek, five feet (5') to either side of each lot line. Each Owner, in common with all other Owners, shall have the right and privilege to use said ten foot Right of Ways for and only for the purpose of non-motorized access to Bear Creek. Any Owner may delegate his right to use said Rights of Ways to his family, his tenants, invitees, or contract purchasers who reside on his Lot, subject to the right of the Association to restrict the number or manner of use by individuals who are not members of Owner's immediate family.

17. TRANSFER OF COMMON AREAS. 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 Owners; provided, however, that no such dedication or transfer shall be effective unless approved by a majority vote of the members of the Association 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.

18. LOT CLEARING AND FOREST MANAGEMENT. There shall be no cutting or defoliation of vegetation which is larger than two inches (2") in diameter at ground level except: that is reasonably necessary for clearing for construction of a driveway, septic fields or within two hundred feet (200') of a residence, or that is approved in writing by the Grantor or the Association for the purpose of obtaining a view of the surrounding mountains, managing storm damage or disease, or selective harvest of trees larger than eighteen inches (18") in diameter at ground level.

ARTICLE III CONSERVATION EASEMENT

1. DEFINITION. A Conservation Easement shall exist upon a portion of the Property as identified on the Plat. Such land is subject to conservation restrictions as defined in this Article III and

will be known as the "Conservation Area". The Conservation Area shall include all land between Bear Creek and a line described in Appendix A being the center line of the existing road as identified on the Plat.

2. TERM. This Conservation Easement shall be perpetual. It is an easement in gross and as such runs with the land as an incorporeal interest in the Property, enforceable with respect to the Grantor, the Association or their assigns.

3. OWNERSHIP. The easement area is owned by the individual Owner and is not hereby dedicated for access by the public or, except as provided in Article II paragraph 16, other Members of the Association for any purpose whatsoever.

4. IMPROVEMENTS. No building, facility, or other permanent structure shall be constructed, placed or maintained within the Conservation Area. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, and other materials is prohibited. The Owner may not change or alter the Easement Area.

5. VEGETATION. The Conservation Area shall be considered a vegetative buffer along Bear Creek. Owners may not cut or cause to be cut any vegetation which is larger than two inches (2") in diameter at ground level within the Conservation Area.

6. ENFORCEMENT AND REMEDIES. Upon any breach of the terms of this Conservation Easement, Grantor, the Association or their assigns may, after reasonable notice to the Owner, require that the portion of the Lot within the Conservation Area be restored promptly to the condition required by this Conservation Easement. Grantor, the Association or their assigns have the right to restore the Conservation Area and to create a special assessment, which may be enforced in the same manner as a lien for an unpaid assessment as provided herein, on the affected Lot for the expense of said restoration.

ARTICLE IV
GENERAL PROVISIONS

1. TERMINATION/AMENDMENT. 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) years prior 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 (75%) of the Lots. Any amendment must be recorded among the Land Records of Garrett County, Maryland.

2. SEVERABILITY. Invalidation of any of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

3. EXPANSION. Grantor reserves the right to add contiguous land and a corresponding number of lots to the development.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. MEMBERSHIP. 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. The vote of any Member comprised of two or more persons, or other legal entities shall be cast in a manner determined by the several constituents, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

2. ASSESSMENT. Grantor hereby covenants each Lot and each Owner, by acceptance of a Deed conveying any such Lot, whether or not so expressed in the Deed, shall be deemed to have covenanted and agreed to pay the Association annual assessments or charges which shall be collected as hereinafter provided. The assessments and charges levied by the Association shall be used exclusively for the administration of the Association and the maintenance of Common Areas including, but not limited to, the cost of architectural review, postage, telephone, mowing, plowing snow and other appropriate costs of executing the

functions of the Association.

3. COLLECTION. A pro-rated first year annual assessment for each Lot will be collected at the time of conveyance of said Lot to an Owner. The annual assessment for each Lot shall be \$100. This assessment shall be the maximum annual assessment for the first year. Thereafter, the annual assessment shall remain the same unless changed by a vote of a majority of the Members of the Association, voting in person or by proxy, at a meeting called for such purpose. The annual assessment 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. Grantor shall not pay an assessment.

4. NON-PAYMENT. Any assessment levied pursuant to this Declaration, or any portion thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of the Maryland Contract Lien Act. Any assessment or portion thereof levied pursuant to the Declaration which is not paid within fifteen (15) days after it is due, may be subject to an annual interest rate not to exceed eighteen percent (18%) per annum from the due date, at the option of the Association.

5. VOLUNTARY SALE. In a voluntary grant, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor by the Association without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee for such assessments.

6. REPAIR AND MAINTENANCE. 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. In the event that an Owner fails to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the building and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with said restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All reimbursed 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 as provided herein.

WITNESS/ATTEST the Corporate name of the Grantor by its authorized Officer on the day hereinabove first written.

ATTEST:

AMERICAN HERITAGE CORPORATION

Renee Przybylski

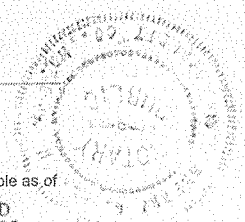
BY: Ron W. McCrary
Ron W. McCrary, President

State of Maryland, Garrett County, to wit:

On this 1st day of June, 1992, before me, the undersigned officer, personally appeared Ron W. McCrary, who acknowledged himself to be the President of American Heritage Corporation, satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he, as such officer being authorized to do so, executed the foregoing document for the purpose therein contained.

Sherrill G. Hesson
Notary Public

My commission expires:



WESTERN MARYLAND ASSOCIATES

P.O. Box 510
 McHenry, Maryland 21541
 334-8314 387-5507

LEGAL DESCRIPTION

FOR

AMERICAN HERITAGE CORPORATION
 CONSERVATION EASEMENT
 and

(50.00 and 30.00 FOOT COMMON RIGHT OF WAYS)

ALL that piece or parcel of land and common right of way situated in Election District No. 5, Garrett County, Maryland and being more particularly bound and described as follows, (Magnetic Meridian as per Military Lots and Horizontal Measurements being used throughout) to wit:

BEGINNING for the same at a point in the centerline of an existing dirt road in the division line of the lands of Perry K. Steiding, Et Ux (318/146) and Lot 17 as shown on the plats of a Plan of Subdivision made for Bear Creek Forest II, which said plats are intended to be recorded among the Subdivision Plat Records of Garrett County, Maryland, said point of beginning also being located at the end of a reference line drawn North 34 degrees 56 minutes 54 seconds East 36.52 feet from a 5/8" iron pin found in said division line, thence leaving the lands of Perry K. Steiding, Et Ux (318/146) and also leaving the said division line of Lot 17 and with and binding on the centerline of the existing dirt road and 50.00 foot Common Right of Way through Lots 17, 18, 19, 20, 9, 8 and the 2.760 acre Common Area for the following thirty one courses and distances,

- 1) South 39 degrees 02 minutes 17 seconds East 26.13 feet to a point, thence,
- 2) South 61 degrees 36 minutes 08 seconds East 84.82 feet to a point, thence,
- 3) South 68 degrees 06 minutes 05 seconds East 65.07 feet to a point, thence,
- 4) South 75 degrees 11 minutes 05 seconds East 55.57 feet to a point, thence,
- 5) South 79 degrees 15 minutes 47 seconds East 101.79 feet to a point, thence,
- 6) South 81 degrees 36 minutes 53 seconds East 100.15 feet to a point, thence,
- 7) South 81 degrees 56 minutes 24 seconds East 80.61 feet to a point, thence,
- 8) South 81 degrees 03 minutes 22 seconds East 114.05 feet to a point, thence,
- 9) South 80 degrees 13 minutes 30 seconds East 234.22 feet to a point, thence,
- 10) South 71 degrees 23 minutes 02 seconds East 54.40 feet to a point, thence,
- 11) South 61 degrees 15 minutes 33 seconds East 86.79 feet to a point, thence,
- 12) South 59 degrees 57 minutes 40 seconds East 78.44 feet to a point, thence,
- 13) South 63 degrees 26 minutes 06 seconds East 80.54 feet to a point, thence,
- 14) South 65 degrees 54 minutes 06 seconds East 67.13 feet to a point, thence,
- 15) South 70 degrees 36 minutes 56 seconds East 63.70 feet to a point, thence,
- 16) South 75 degrees 45 minutes 50 seconds East 48.83 feet to a point, thence,
- 17) South 83 degrees 54 minutes 13 seconds East 63.10 feet to a point, thence,
- 18) South 87 degrees 26 minutes 52 seconds East 55.95 feet to a point, thence,
- 19) South 83 degrees 29 minutes 14 seconds East 51.87 feet to a point, thence,

20) South 80 degrees 33 minutes 40 seconds East 68.79 feet to a point, thence,
 21) South 81 degrees 41 minutes 39 seconds East 56.95 feet to a point, thence,
 22) South 77 degrees 08 minutes 25 seconds East 44.12 feet to a point, thence,
 23) South 69 degrees 33 minutes 23 seconds East 41.35 feet to a point, thence,
 24) South 66 degrees 01 minutes 24 seconds East 24.19 feet to a point, thence,
 25) South 58 degrees 34 minutes 52 seconds East 50.91 feet to a point, thence,
 26) South 50 degrees 38 minutes 52 seconds East 40.28 feet to a point, thence,
 27) South 45 degrees 00 minutes 29 seconds East 41.60 feet to a point, thence,
 28) South 43 degrees 29 minutes 44 seconds East 48.74 feet to a point, thence,
 29) South 73 degrees 27 minutes 51 seconds East 46.67 feet to a point, thence,
 30) North 87 degrees 48 minutes 32 seconds East 335.51 feet to a point, thence,
 31) South 81 degrees 52 minutes 39 seconds East 431.07 feet to a point in the division line of the lands of Texas Eastern Transmission Corporation (240/355 Tract 19), thence leaving Lot 8 and the 2.760 acre Common Area of Bear Creek Forest II Subdivision and with and binding on the centerline of the existing dirt road and 50.00 foot Common Right of Way through the lands of Texas Eastern Transmission Corporation (240/355 Tract 19) for the following six courses and distances,
 32) South 86 degrees 08 minutes 41 seconds East 80.46 feet to a point, thence,
 33) North 85 degrees 39 minutes 18 seconds East 53.73 feet to a point, thence,
 34) North 74 degrees 10 minutes 39 seconds East 45.83 feet to a point, thence,
 35) North 65 degrees 18 minutes 12 seconds East 62.74 feet to a point, thence,
 36) North 63 degrees 50 minutes 43 seconds East 121.20 feet to a point, thence,
 37) North 65 degrees 47 minutes 46 seconds East 43.49 feet to a point in the division line of Lot 1 of Bear Creek Forest II Subdivision, thence leaving the lands of Texas Eastern Transmission Corporation (240/355 Tract 19) and with and binding on the centerline of the existing dirt road and 30.00 foot Common Right of Way through Lots 1, and 2 for the following eight courses and distances, ,
 38) North 65 degrees 47 minutes 46 seconds East 29.15 feet to a point, thence,
 39) North 77 degrees 37 minutes 47 seconds East 75.95 feet to a point, thence,
 40) North 82 degrees 26 minutes 23 seconds East 77.72 feet to a point, thence,
 41) North 81 degrees 13 minutes 18 seconds East 56.85 feet to a point, thence,
 42) North 74 degrees 04 minutes 47 seconds East 62.18 feet to a point, thence,
 43) North 58 degrees 05 minutes 12 seconds East 183.78 feet to a point, thence,
 44) North 49 degrees 41 minutes 59 seconds East 90.86 feet to a point, thence,
 45) North 55 degrees 38 minutes 18 seconds East 31.92 feet to a point in the division line of Lot 2 of Bear Creek Forest II Subdivision and Lot 8 of Bear Creek Forest Subdivision as shown on the plats of a Plan of Subdivision made for Bear Creek Forest II, which said plats are intended to be recorded among the Subdivision Plat Records of Garrett County, Maryland,

The herein being described Conservation Easement being all that piece or parcel of land lying to the North and West or between the above described centerline and the centerline of Bear Creek.

LIBER 585 PAGE 0713

The herein being described 50.00 foot Common Right of Way being all that piece or parcel of right of way of land lying and being 25.00 feet on either side of the first through the thirty seventh lines of the above described centerline and the herein being described 30.00 foot Common Right of Way being all that piece or parcel of right of way of land lying and being 15.00 feet on either side of the thirty eighth through the forty fifth lines of the above described centerline.

Together with and subject to covenants, easements and restrictions of record.



I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS ACCORDING TO THE REQUIREMENTS OF THE ANNOTATED AND AS REVISED AS SO FAR AS THEY CONCERN THE RECORDS OF THIS PLAT AND SETTING OF PROPERTY CORNERS

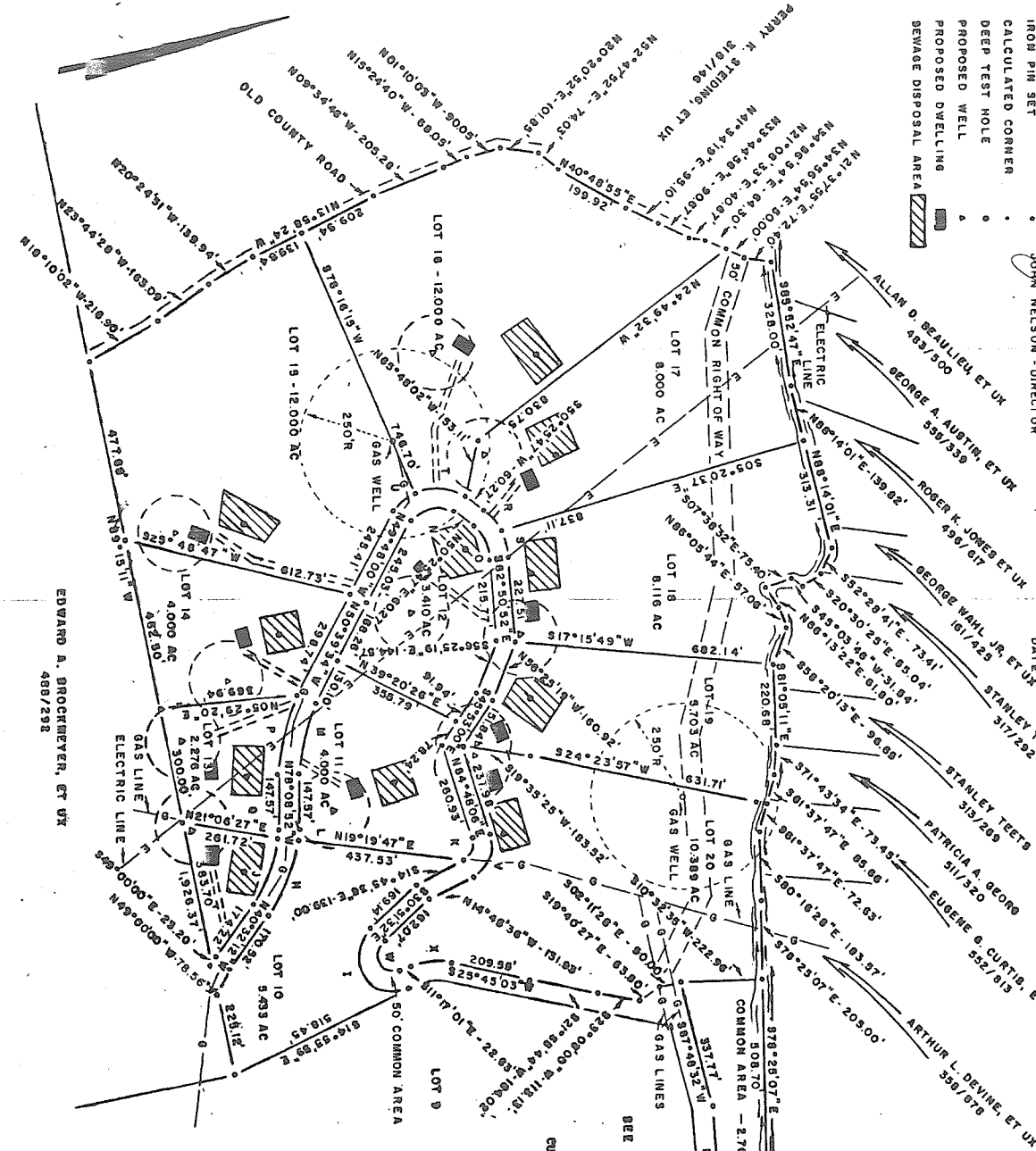
OWNER: THE SUBDIVISION SHOWN HEREON IS MADE BY CONSENT AND AT THE DIRECTION OF PROPERTY OWNERS AS SHOWN HEREON ARE IN PLACE

HEALTH DEPARTMENT - LOTS 10-20 HAVE BEEN CHECKED FOR CONFORMANCE TO MARYLAND DEPARTMENT OF THE ENVIRONMENT SUBDIVISION REGULATIONS FOR INDIVIDUAL WATER SUPPLY AND INDIVIDUAL SEWAGE DISPOSAL SYSTEMS FOR ONE SINGLE FAMILY DWELLING PER LOT

PROPOSED DRIVEWAY
 MONUMENT ROUND
 IRON PIN SET
 CALCULATED CORNER
 DEEP TEST HOLE
 PROPOSED WELL
 PROPOSED DWELLING
 SEWAGE DISPOSAL AREA

IT IS THE OWNER'S RESPONSIBILITY TO SECURE ALL PERMITS RELATED TO WETLANDS, FLOOD PLAINS, FLOOD PLANS, WATERWAY CONSTRUCTION AND OBSTRUCTION ACTIVITIES FROM THE APPROPRIATE AGENCIES - THERE ARE NO WELLS OR SEWAGE DISPOSAL SYSTEMS WITHIN 100 FT OF SUBDIVISION

At the request of Craig Ingram, Atty, this plat was filed June 11, 1992, in Plat Book 3, Page 121E.



DEE SHEET 1

CURVE	ANGLE	CHORD
A	37°13'10"	378.00'
B	180°28'28"	99.00'
C	130°41'41"	325.00'
D	80°28'19"	49.00'
E	64°23'31"	375.00'
F	27°29'18"	400.00'
G	180°13'48"	75.00'
H	46°43'22"	185.00'
I	37°28'18"	450.00'
J	09°51'00"	328.00'
K	24°18'54"	175.00'
L	22°27'28"	175.00'
M	82°09'31"	125.00'
N	58°04'18"	125.00'
O	80°26'17"	83.37'
P	100°26'34"	48.00'
Q	37°02'08"	175.00'
R	37°13'10"	378.00'
S	180°28'28"	99.00'
T	130°41'41"	325.00'
U	80°28'19"	49.00'
V	64°23'31"	375.00'
W	27°29'18"	400.00'
X	180°13'48"	75.00'
Y	46°43'22"	185.00'
Z	37°28'18"	450.00'
AA	09°51'00"	328.00'
AB	24°18'54"	175.00'
AC	22°27'28"	175.00'
AD	82°09'31"	125.00'
AE	58°04'18"	125.00'
AF	80°26'17"	83.37'
AG	100°26'34"	48.00'
AH	37°02'08"	175.00'
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AP	46°43'22"	185.00'
AQ	37°28'18"	450.00'
AR	09°51'00"	328.00'
AS	24°18'54"	175.00'
AT	22°27'28"	175.00'
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CO	46°43'22"	185.00'
CP	37°28'18"	450.00'
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CR	24°18'54"	175.00'
CS	22°27'28"	175.00'
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CV	09°51'00"	328.00'
CV	24°18'54"	175.00'
CV	22°27'28"	175.00'
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CV	58°04'18"	125.00'
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CV	37°02'08"	175.00'
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CV	46°43'22"	185.00'
CV	37°28'18"	450.00'
CV	09°51'00"</	

At the request of Craig Ingram, P.H., 103-A
 The following 4 plots were filed July 12th, 1991, in Plat Book 3, Pages 103, 104, 105 & 106 D
 HEALTH DEPARTMENT - LOTS 4 TO 15 HAVE BEEN CHECKED FOR CONFORMANCE TO MARYLAND DEPARTMENT OF THE ENVIRONMENT SUBDIVISION REGULATIONS FOR INDIVIDUAL WATER SUPPLY AND INDIVIDUAL SEWAGE DISPOSAL SYSTEMS FOR ONE SINGLE FAMILY DWELLING PER LOT.

OWNER - THE SUBDIVISION SHOWN HEREON IS MADE BY CONSENT AND AT MY DIRECTION. PROPERTY MONUMENTS AS SHOWN HEREON ARE IN PLACE.
 REX D. ARCHER, III, M.D., M.P.H. GARRETT COUNTY HEALTH OFFICER
 DATE 7/12/91

IT IS THE OWNER'S RESPONSIBILITY TO SECURE ALL PERTINENT PERMITS RELATED TO WETLANDS, FLOOD PLAINS, WATERWAY CONSTRUCTION AND OBSTRUCTION ACTIVITIES FROM THE APPROPRIATE AGENCIES - THERE ARE NO WELLS OR SEWAGE DISPOSAL SYSTEMS WITHIN 100 FT. OF SUBDIVISION BOUNDARY UNLESS OTHERWISE SHOWN.
 APPROVAL - GARRETT COUNTY PLANNING & ZONING OFFICE
 JOHN NELSON - DIRECTOR
 DATE 5/17/91

REX D. ARCHER, III, M.D., M.P.H. GARRETT COUNTY HEALTH OFFICER
 DATE 7/12/91
 JOHN HENRY FAZENBAKER, ET UX
 220/471
 AMERICAN HERITAGE CORPORATION

ACCIDENT BEAR CRACK
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 12 - 18.000 AC
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 13 - 9.000 AC
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 14
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 15
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 16
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 17
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 18
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
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LOT 19
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 20
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 21
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 22
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 23
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 24
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
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LOT 25
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 26
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 27
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
 841.38'

LOT 28
 519°41'25"W
 1.26675'
 589°32'34"E - 89.90'
 522°43'47"E - 205.42'
 589°32'34"E - 89.90'
 519°41'25"W
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TEXAS EASTERN GAS PIPELINE
 30' COMMON RIGHT-OF-WAY
 1158.65'
 102.22'
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PROPOSED DRIVEWAY
 MONUMENT FOUND
 IRON PIN SET
 CALCULATED CORNER
 DEEP TEST HOLE
 PROPOSED WELL
 SEWAGE DISPOSAL AREA

117.38'
 102.12'
 37.62'
 97.48'
 33.46'
 86.33'
 28.72'
 70.20'
 47.04'
 85.37'
 47.61'
 82.06'
 144.44'

66°03'33" 125.00' 144.19' N58°47'25"W 136.33'
 A 66°03'33" 125.00' 144.19' N58°47'25"W 136.33'
 B 63°14'04" 125.00' 137.96' S56°32'42"W 131.06'
 C 24°55'36" 52.45' 227.90' N37°25'28"W 226.10'
 D 24°55'36" 52.45' 249.71' N37°25'28"E 247.74'
 E 129°19'41" 75.00' 169.23' N69°35'29"E 135.57'
 F 88°35'16" 25.00' 38.65' S75°01'42"W 34.92'
 G 91°24'39" 25.00' 39.89' N16°58'18"W 35.79'

PLAN OF SUBDIVISION MADE FOR
 BEAR CREEK FOREST
 GARRETT COUNTY
 MARYLAND
 ELECTION DISTRICT 5
 APRIL 1991
 SCALE - 1" = 200'

WESTERN MARYLAND ASSOCIATES
 PD BOX 510
 MC HENRY, MARYLAND 21541
 895-9192 387-9507
 MSA CSA 927-146-1

WAK POTOMAC EDISON
 RIGHT-OF-WAY
 LOT 2
 LOT 3
 LOT 4
 LOT 5
 LOT 6 - 14.000 AC
 LOT 7
 LOT 8 - 5.000 AC
 LOT 9
 LOT 10
 LOT 11 - 20.000 AC
 LOT 12 - 18.000 AC
 LOT 13 - 9.000 AC
 LOT 14
 LOT 15
 LOT 16
 LOT 17
 LOT 18
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 LOT 21
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 LOT 23
 LOT 24
 LOT 25
 LOT 26
 LOT 27
 LOT 28

30' COMMON RIGHT-OF-WAY
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Garrett County, Maryland

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SUBDIVISION HEALTH OFFICER I HEREBY CERTIFY THAT THE FINAL PLAN SHOWN HEREON IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, AS REVISED AS SO FAR AS THEY CONCERN THE MATTER OF THIS PLAT AND SETTING OF PROPERTY CORNERS.

OWNER - THE SUBDIVISION SHOWN HEREON IS MADE BY CONSENT AND AT MY DIRECTION PROPERTY MONUMENTS AS SHOWN HEREON ARE IN PLACE.

HEALTH DEPARTMENT LOT 7 HAVE BEEN CHECKED FOR CONFORMANCE TO MARYLAND DEPARTMENT OF THE ENVIRONMENT SUBDIVISION REGULATIONS FOR INDIVIDUAL WATER SUPPLY AND INDIVIDUAL SEWAGE DISPOSAL SYSTEMS FOR ONE SINGLE FAMILY DWELLING PER LOT.

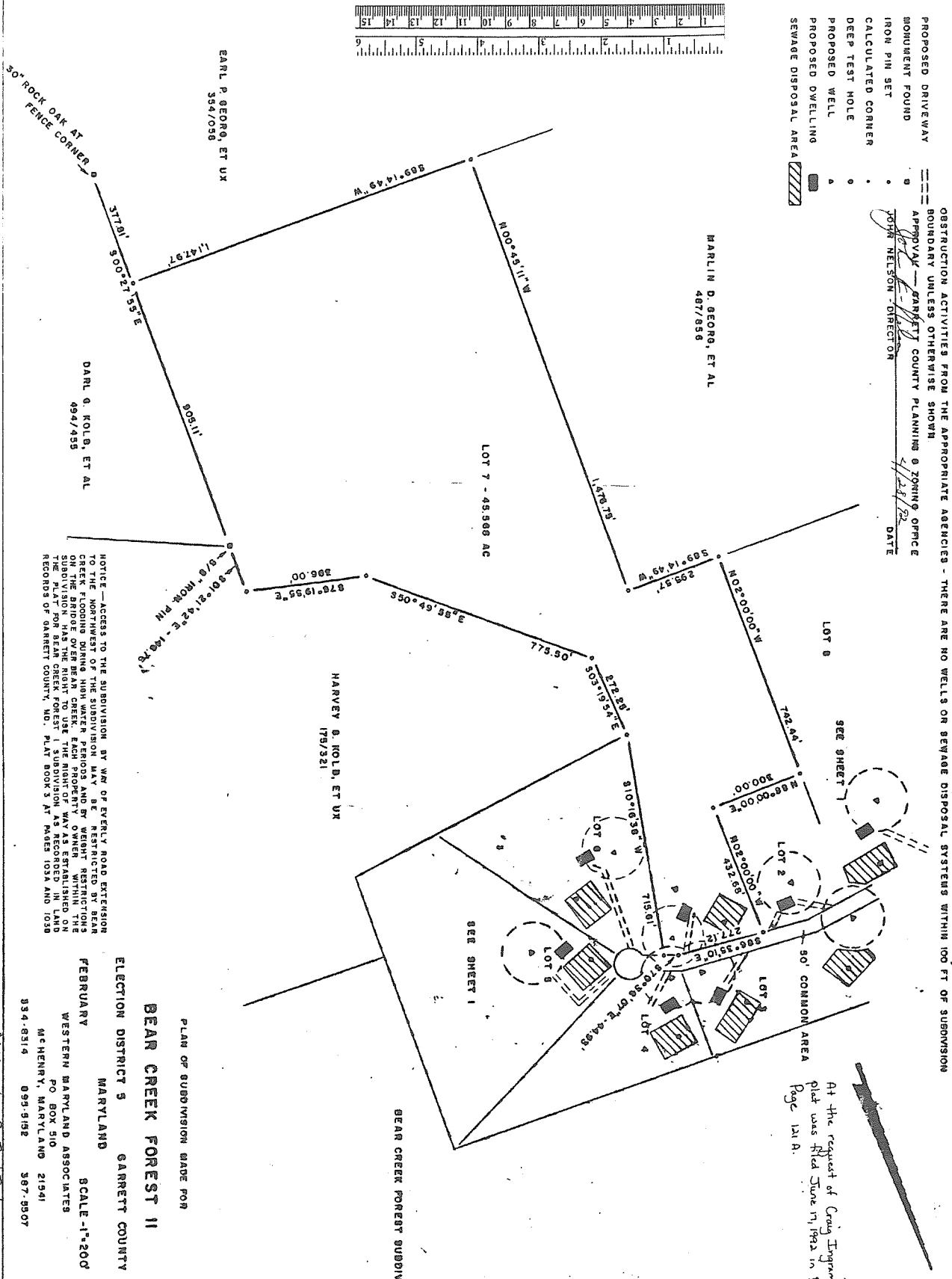
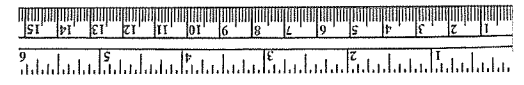
- PROPOSED DRIVEWAY
- MONUMENT FOUND
- IRON PIN SET
- CALCULATED CORNER
- DEEP TEST HOLE
- PROPOSED WELL
- PROPOSED DWELLING
- SEWAGE DISPOSAL AREA

IT IS THE OWNER'S RESPONSIBILITY TO SECURE ALL PERTINENT PERMITS DELIATED TO WETLANDS, PLUGD PLAINS, WATERWAY CONSTRUCTION AND OBSTRUCTION ACTIVITIES FROM THE APPROPRIATE AGENCIES - THERE ARE NO WELLS OR SEWAGE DISPOSAL SYSTEMS WITHIN 100 FT OF SUBDIVISION

APPROVAL - GARRETT COUNTY PLANNING & ZONING OFFICE
 JOHN NELSON - DIRECTOR
 DATE 4/28/82

REX D. ARCHER, II M.D., M.P.H. GARRETT COUNTY HEALTH OFFICER - DATE 4/28/82

At the request of Craig Ingram, Abby, this plat was filed June 19, 1982 in Plat Book 3, Page 121 A.



MSA 654 927-67-1