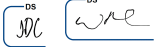


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**Declaration-Forest Buffer-Plat-K**



RW (SUBDIVISION PLAT) 06-083  
J.O. 204, 5-111-1338  
Item (FB)  
Election District: 10<sup>th</sup>

**FOREST BUFFER DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 18<sup>th</sup> day of July, 2008, by BRIARKNOLL LLC, a Maryland limited liability company, (the "Grantor"); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the "Grantee").

WHEREAS, the Declarant is the owner in fee simple of all that property situate and lying in the 10<sup>th</sup> Election District of Baltimore County, Maryland, and more particularly described in a Deed dated January 1, 2004, and recorded among the Land Records of Baltimore County in Liber 0020272, folio 517, which was granted and conveyed by Wanda Umerley to BRIARKNOLL LLC, a Maryland limited liability company (the "Property"). The Property subject to this Forest Buffer Easement Declaration of Protective Covenants, Condition and Restrictions is more particularly set forth and shown on those certain Plats entitled "Plats 1 of 4, 2 of 4, 3 of 4, and 4 of 4 of BRIAR KNOLL," dated August 26, 2005, and recorded among the Plat Records of Baltimore County, Maryland in Liber 78, folios 138, 139, 140 & 141 (the "Plats"); and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing: 1) 10.7423 acres, more or less, as designated and entitled on Plat 1 of 4 as "Forest Buffer Easement and Environmental Greenway Easement"; and 2) 12.3266 acres, more or less, as designated on Plat 4 of 4 as "Forest Buffer Easement" (hereinafter the total of the 23.0689 acres, more or less) the Declarant desires to protect said Forest Buffer Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, condition and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. a. Existing vegetation within the Forest Buffer shall not be disturbed, except as provided pursuant to Baltimore County Code, as amended (hereafter referred to as the "Code"), § 33-3-112;
- b. Soil disturbance shall not take place within the Forest Buffer by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Forest Buffer;

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d. Except as permitted by the Baltimore County Department of Environmental Protection and Resource Management ("DEPRM"), the Forest Buffer shall not be drained by ditching, underdrains, or other drainage systems;

e. Pesticides shall not be stored, used or applied within the Forest Buffer, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Animals shall not be housed, grazed, or otherwise maintained within the Forest Buffer, except to traverse the Forest Buffer at a designated crossing in order to access the pasture land on the east side of Lot 7;

g. Motorized vehicles shall not be stored or operated within the Forest Buffer, except for maintenance and emergency use approved by DEPRM and to traverse the Forest Buffer at a designated crossing in order to access the pasture land on the east side of Lot 7;

h. Materials shall not be stored within the Forest Buffer.

2. Waiver by DEPRM. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Department of Environmental Protection and Resource Management as provided in § 33-3-106 of the Code.

3. Easement for Access. Declarant hereby grants to Baltimore County, Maryland an easement of access to the Forest Buffer Easement and Environmental Greenway Easement as shown and indicated as "Drainage and Utility and Baltimore County Access Easement" on the aforesaid Plat 2 of 4 of Briar Knoll, for the limited purpose of inspecting and maintaining the Forest Buffer Easement and providing for the abatement and correction of water pollution, erosion and sedimentation of stream channels, wetlands and flood plains, and for no other use of purpose

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-3-115 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

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WITNESS, the hands and seals of the Grantor, this day and year first above written.

ATTEST/WITNESS

**BRIARKNOLL LLC,  
A MARYLAND LIMITED LIABILITY  
COMPANY**

By: Umerley, Inc.  
Sole Member

*Reatha L. Burk*

By: *Barbara A. Daly*  
Barbara A. Daly  
President

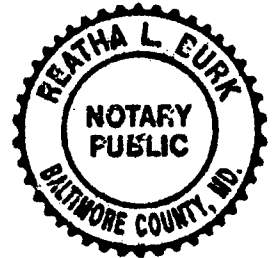
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 6<sup>TH</sup> day of May, in the year 2008, before me, the subscriber, a Notary Public, personally appeared Barbara A. Daly and that she as President of Umerley, Inc. sole member of BRIARKNOLL LLC, a Maryland Limited Liability Company, being authorized to do so, acknowledged the foregoing Declaration to be her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

*Reatha L. Burk*  
Notary Public

My Commission expires: 1/16/12



This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

*Christopher W. Keelty*  
Christopher W. Keelty, Esquire

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APPROVED FOR LEGAL FORM AND SUFFICIENCY\*

(Subject to Execution by the Duly Authorized Administrative Official and/or Chairman of the County Council, as indicated)

*Patricia S. Oly*

OFFICE OF THE COUNTY ATTORNEY

(\*Approval of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of the Substantive Nature of This Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.)

ATTEST:

BALTIMORE COUNTY, MARYLAND

*Donna Morrison*

By: *[Signature]*

Fred Homan  
County Administrative Officer

*Envelope reviewed & printed through 7/23-08*

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 27206, p. 0107, MSA\_CE62\_27061. Date available 07/31/2008. Printed 06/30/2023.

**JOINDER BY TRUSTEES**

See Deed of Trust/Mortgage, dated December 4, 2006, and recorded among the Land Records of Baltimore County, Maryland in Liber 24875, at folio 762 et seq. The undersigned TRSTE, Inc., by Margaret J. Dunsmore, as Vice President, Trustee (or Substitute Trustee)/Mortgagee joins herein to assent to the terms and provisions of the foregoing instrument and assent to waive and subordinate the lien of said Deed of Trust/Mortgage to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

ATTEST/WITNESS:

Trustee  
TRSTE, Inc.

[Signature]

By: Margaret J. Dunsmore (SEAL)  
Name: Margaret J. Dunsmore  
Title: Vice President

STATE OF Virginia : COUNTY OF Fauquier : TO WIT:

I HEREBY CERTIFY that on this 9<sup>th</sup> day of May, 2008, before me, a Notary Public for the State aforesaid, personally appeared Margaret J. Dunsmore, Vice President of TRSTE, Inc., Trustee, known to me of satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that they have executed it as Trustee for the purposes therein set forth, and that it is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Frances Q. Wilson

My commission expires on 8-31-09



BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 27206, p. 0108, MSA\_CE62\_27061. Date available 07/31/2008. Printed 06/30/2023.

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**ATTORNEY CERTIFICATION**

SUBDIVISION/PROJECT NAME: Briar Knoll  
PUBLIC WORKS AGREEMENT NO: 100601  
CRG NO: X - 410  
FINAL DEVELOPMENT PLAN DATED: \_\_\_\_\_

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and is in good standing thereunder.
2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no. LPP 002015901, issued by Greenwich Insurance Company, insurer, with limits of liability of \$2,000,000.00/ \$2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.
3. The attached instruments, entitled "Deed of Declaration and Easement – Storm Water," "Deed of Easement – 100 year flood plain and Drainage and Utility," "Forest Buffer and Environmental Greenway Easement Declaration of Protective Covenants, Conditions and Restrictions," "Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions," "County Highway Deed – Highway Widening," "County Highway Deed," "Deed of Easement and Agreement – Drainage and Utility," "Deed of Easement – Revertible Slope," and "Deed of Easement – Fire Tank," (the "Instruments") were prepared by me or under my supervision, and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits and Development Management, Bureau of Land Acquisition Right of Way Documents Manual, 2007 edition.
4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:
  - a. Fee simple title is vested in BRIARKNOLL LLC, a Maryland limited liability company by virtue of a deed from Wanda Umerley to BRIARKNOLL LLC, dated January 1, 2004, and recorded among the Land Records of Baltimore County, Maryland in Liber 20272, folio 517, except as to Lots 3, 7, 34, 35, 38, 39, 42, 43, 46, 48 and 49 as shown on Plat "2 of 4 of BRIAR KNOLL" dated August 26 2005 and recorded among the Plat Records of Baltimore County, Maryland in Liber 78, Folio 139.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 27206, p. 0109, MSA\_CE62\_27061. Date available 07/31/2008. Printed 06/30/2023.

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- b. The Instruments are in appropriate form for the conveyance of or creation of encumbrance on, the Property.
- c. Following due execution and acknowledgement of the Instruments by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instruments will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having and interest of record in the Property (including but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.
- d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

- a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.
- b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.
- c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.
- d. The undersigned assumes no liability for any lien, encumbrance, defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned has no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property but not appearing of record among the Land Records of Baltimore County, Maryland, as of April 13, 2008 (hereinafter the "Examination Date").

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Date: 5/5/08

Bodie, Nagle, Dolina, Smith & Hobbs, P.A

  
\_\_\_\_\_  
(SEAL)

Christopher W. Keelty, Esq.  
29 W. Susquehanna Ave  
Towson, MD 21204  
443-901-0800

Professional Liability Insurance:  
Company: Greenwich Insurance Company  
Policy No.: LPP 002015901  
Policy Limits: \$2,000,000/\$2,000,000

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 27206, p. 0111, MSA\_CE62\_27061. Date available 07/31/2008. Printed 06/30/2023.



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ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: BRIARKNOLL

PUBLIC WORKS AGREEMENT NO: 100601

COUNTY REVIEW GROUP NO.: DRC#040306H PDM X-410

FINAL DEVELOPMENT PLAN DATED: 4/7/05 revised 3/14/06

FOR PROJECT KNOWN AS: BRIARKNOLL

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed record plat(s) and right-of-way plat(s) comply in all material respects with the above referenced Final Development Plan, Public Works Agreement, and/or County Review Group, as applicable, that the construction plans relative to said final development plan agree with the said listed subdivision plat(s) submitted herewith and right-of-way plat(s), and that said subdivision plat(s) and right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns from and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client BRIARKNOLL LLC and myself for the preparation of this Certification.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 27206, p. 0112, MSA\_CE62\_27061. Date available 07/31/2008. Printed 06/30/2023.

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**FOREST BUFFER EASEMENTS**

Record Plats

Liber SM 78 folio 138

Liber SM 78 folio 141

Liber \_\_\_\_\_ folio \_\_\_\_\_

Liber \_\_\_\_\_ folio \_\_\_\_\_

Liber \_\_\_\_\_ folio \_\_\_\_\_

Right-of-Way Plats

RW \_\_\_\_\_

RW \_\_\_\_\_

RW \_\_\_\_\_

RW \_\_\_\_\_

RW \_\_\_\_\_

Date: 6/9/08

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No. 1100.5, Expiration Date: 7/7/10



Name: \_\_\_\_\_ (print)

Firm: George William Stephens, Jr. and Associates, Inc.

Address: 215 Schilling Circle Suite 114  
Hunt Valley, Maryland 21031

Telephone No.: 410-785-6640

Professional Liability Insurance:

Company: CNA/Victor O. Schinnerer & Co.

Policy No: AEE 00-431-48-82

Policy Limits: \$1,000,000; \$2,000,000 AGG

00272061114

### State of Maryland Land Instrument Intake Sheet

[ ] Baltimore City [ X ] County:  
Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.  
(Type or Print in Black Ink Only All Copies Must Be Legible)

408-1841 SH

BA01  
Jul 26, 2008 11:12 am

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.						
		<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other			
2	Conveyance Check Box	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input checked="" type="checkbox"/> Forest Cons Declaration	<i>Reseamed</i>			
		<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple	<input type="checkbox"/> Not an Arms-Length Sale [9]			
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation						
		State Transfer						
		County Transfer						
4	Consideration and Tax Calculations	Consideration		Amount	Finance Office Use Only			
		Purchase Price/Consideration	\$	.00	Transfer and Recordation Tax Consideration			
		Any New Mortgage	\$	.00	Transfer Tax Consideration	\$		
		Balance of Existing Mortgage	\$		x ( ) %	=	\$	
		Other:	\$		Less Exemption Amount	-	\$	
		Other:	\$		Total Transfer Tax	=	\$	
		Full Cash Value	\$	0.00	Recordation Tax Consideration	\$		
					x ( ) per \$500	=	\$	
5	Fees	Amount of Fees		Doc. 1	Doc. 2		Agent:	
		Recording Charge	\$	20.00	\$			Tax Bill:
		Surcharge	\$	20.00	\$			C.B. Credit:
		State Recordation Tax	\$	0.00	\$			Ag. Tax/Other:
		State Transfer Tax	\$	0.00	\$			
		County Transfer Tax	\$	0.00	\$			
		Other	\$		\$			
		Other	\$		\$			
		District		Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
		10		<i>Reseamed Deed</i>	20272/517	44	17	[ ] (5)
Subdivision Name		Lot (3a)	Block(3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage(4)		
Briar Knoll Plats 78/138, 139, 140 & 141					78/138-141			
Location/Address of Property Being Conveyed (2)								
Other Property Identifiers (if applicable)								
Water Meter Account No.								
Residential [ X ] or Non-Residential [ ]		Fee Simple [ ] or Ground Rent [ ]	Amount: \$N/A					
Partial Conveyance? [ ] Yes [ X ] No		Description/Amt. of SqFt/Acreage Transferred:		23.0689 ac. Total				
If Partial Conveyance, List Improvements Conveyed:								
<i>Forest Buffer Easement on plots</i>								
7	Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		Briar Knoll LLC						
8	Transferred To	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
		Baltimore County, Maryland						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
		<i>Old Court House, Towson, MD 21204</i>						
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input type="checkbox"/> Return to Contact Person	
		Name: <i>Land Acq Co. Co.</i>	Address: <i>Towson, MD 21204</i>				<input checked="" type="checkbox"/> Hold for Pickup	
		Phone: <i>410-887-3284</i>					<input type="checkbox"/> Return Address Provided	
11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER								
Assessment Information		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?					
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify:					
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)					
Assessment Use Only - Do Not Write Below This Line								
<input type="checkbox"/> Terminal Verification		<input type="checkbox"/> Agricultural Verification		<input type="checkbox"/> Whole <input type="checkbox"/> Part		<input type="checkbox"/> Tran Process Verification		
Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:					
Year		Geo.	Map	Sub	Block			
Land		Zoning	Grid	Plat	Lot			
Buildings		Use	Parcel	Section	Occ. Cd.			
Total		Town Cd.	Ex. St.	Ex. Cd.				
REMARKS:								
TAX NOT REQUIRED								
Director of Budget and Finance								
BALTIMORE COUNTY, MARYLAND								
<input type="checkbox"/> COUNTY TRANSFER TAX								
Per <i>Jay Burgoon</i> ART 11 TITLES								
SUBTITLE 2, 11-3-202								
<input checked="" type="checkbox"/> RECORDATION TAX								
Per <i>Jay Burgoon</i> T.P. ART. 100								
Date <i>7-22-08</i> 2008.0097CWK								

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 27206, p. 0114, MSA\_CE62\_27061, Date available 07/31/2008. Printed 06/30/2023.