

SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS,  
AND DEED OF EASEMENTS

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TOTL 44.00  
6556CHEK 46.00  
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Rec'd 5-23-88

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND DEED OF EASEMENTS (the "Supplemental Declaration"), made this 17th day of September 1987, by and between MILES RIVER HOMES, INC., a Maryland corporation, party of the first part ("Miles River"), Declarant and Grantor; and PERRY CABIN TOWNHOMES, INC., a Maryland corporation, party of the second part ("Perry Cabin"), Grantee.

WHEREAS, by Declaration dated November 14, 1984 and recorded among the Land Records of Talbot County, Maryland, in Liber No. 593, folio 182 et. seq. (the "Declaration"), Miles River (hereinafter referred to as the "Declarant") subjected to certain covenants, conditions and restrictions that certain parcel of land in the Town of St. Michaels, Talbot County, Maryland, containing 16.399 acres of land, more or less (the "Property") and shown on the subdivision plat entitled "Plat Showing Revised Phase One of Perry Cabin at St. Michaels", prepared by J.R. McCrone, Jr., Inc., dated October, 1984, and recorded among the aforesaid Land Records in Plat Book JTB No. 64, folio 17 (the "Plat"); and

WHEREAS, the Declaration permits the Declarant to subject additional property to the Declaration by executing an appropriate instrument; and

WHEREAS, the Declarant is the owner of a tract of land adjacent to the Property, being more particularly described in Exhibit "A" attached hereto (the "Additional Property"); and

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WHEREAS, the Declarant desires to reserve unto itself, and to grant to Perry Cabin, successor in interest to a portion of the Property, certain easements in the Additional Property in accordance with the terms set forth herein (the "Easements"); and

WHEREAS, Declarant also desires to subject the Additional Property to the Declaration, subject to the Easements, and the covenants, conditions and restrictions set forth below.

NOW, THEREFORE WITNESSETH: In consideration of the sum of One Dollar, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby reserves unto itself, its successors and assigns, exclusive, assignable Easements to use for pleasure and recreational boating purposes, Slips Nos. 1 through 33, inclusive, the locations of which are shown on Exhibit "B" attached hereto, and grants and conveys to Perry Cabin, its successors and assigns, the right to use the foregoing Easements in common with Declarant. There are a total of thirty-three (33) Easements in the foregoing Slips, there being one Easement in each Slip. Declarant further grants and conveys to Perry Cabin, its successors and assigns, exclusive, assignable Easements to use for pleasure and recreational boating purposes, Slips Nos. 34 through 50, inclusive, the locations of which are shown on Exhibit "B". Declarant and Perry Cabin have constructed or shall hereafter construct, or cause to be constructed, the foregoing fifty (50) boat slips on a portion of the Additional Property (the "Slips"). As used herein, the term "Easement" is defined as

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the exclusive right to use any one of the fifty (50) Slips, together with the right to use in common with the holders of the Easement in any of the other Slips, the Right of Way as hereinafter defined. As used herein, the term "Easements" refers to more than one "Easement".

DECLARANT hereby further reserves unto itself, its successors and assigns, a right of way across the Additional Property, including the piers, docks and bulkheading constructed or to be constructed thereon, for purposes of access to the Slips, and grants and conveys to Perry Cabin, its successors and assigns, the right to use such right of way in common with Declarant (the "Right of Way"). The Declarant shall have the right to limit so much of the Right of Way as does not pertain to the piers, docks and bulkheading, to a particular portion of the Additional Property, provided, however, that any area so designated shall provide Declarant and Perry Cabin, and their respective successors and assigns, with reasonable access to the Slips. Declarant shall have the right to formulate reasonable rules and regulations for the use of the Right of Way.

NEITHER Declarant, nor its successors or assigns, shall have the right to use any of Slips Nos. 34 through 50 unless it acquires the Easement in, or rents, the particular Slip in question in accordance with the provisions hereinafter described. Perry Cabin and Declarant shall be entitled to lease any or all of the Slips in which they hold the Easement to any persons or

entities and retain the rents therefrom. Perry Cabin and Declarant shall also be entitled to lease each Slip in which they hold the Easement separately from other Slips in which they hold the Easement.

THE EASEMENTS shall all be perpetual, and the assignability of each Easement shall be subject to the following provisions:

1. a) The record owner of any of the lots designated as Lots Nos. 1 through 33, inclusive, on the Plat, shall have the option to purchase the Easement in the Slip bearing the number corresponding to such owner's lot number, which option such record owner may exercise by paying that sum which equals 1/50th of the total sum (which shall include all direct and indirect costs of whatever nature) expended by the Declarant and Perry Cabin in connection with the construction of the Slips, piers, bulkheading and docks, and extension of electrical and water service thereto, to Declarant and Perry Cabin, jointly, on or before ~~1900~~ ~~1900~~ and thereupon Declarant and Perry Cabin shall assign the Easement in such Slip to the record owner at their expense. For purposes of illustration, the record owner of Lot No. 1 as shown on the Plat would have the option to purchase the Easement in Slip No. 1; the owner of Lot No. 2 would have the option to purchase the Easement in Slip No. 2, etc. If any such record owner fails to pay such sum on or before said ~~date~~ ~~1900~~, then such record owner's option shall automatically terminate. The option shall not be assignable, and any attempted assignment thereof shall be invalid. The term "record owner" shall be defined to mean the person or persons holding fee simple title (or leasehold title pursuant to a lease for a term of at least fifteen years) to the lot in question.

b) In the event that the record owner of any of the lots designated as Lots 1 through 33, inclusive, on the Plat fails to exercise the option set forth in Paragraph 1(a) above, ~~xxxx~~ ~~xxxx~~ the record owner shall, notwithstanding such failure, have the option at any time thereafter to purchase the Easement in the Slip bearing the number corresponding to such owner's lot number by paying the fair market value of the Slip (as determined at the time of exercise of such option) to Declarant and Perry Cabin, jointly, and by providing thirty (30) days advance written notice to Declarant, c/o Hawksworth Farm, RFD 1, Box 277, Easton, MD 21601 and to Perry Cabin at 232 Perry Cabin Drive, Saint Michaels, MD 21663, of its intention to exercise the option. The fair market value of any Slip shall be determined jointly by Declarant and Perry Cabin. In the event that a lot owner disputes the value placed on the Slip, Declarant, Perry Cabin and the lot owner

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\*that day which is ninety (90) days from the date the lot owners are notified that construction has been completed,

shall select a mutually acceptable appraiser to determine the fair market value for the Slip, and his determination shall be binding on the parties. The costs of any such appraisal shall be paid by the lot owner. Upon exercise of such option, Declarant and Perry Cabin shall assign the Easement in such Slip to the record owner at their expense. The option shall not be assignable, and any attempted assignment thereof shall be invalid.

2. As of the date hereof, Lots Nos. 34 through 50, inclusive, as shown on the Plat have not been sold. All contracts of sale between Perry Cabin and the initial purchasers of each of these lots shall include the Easement in the Slip bearing the number corresponding to the particular lot number purchased, and upon settlement, Perry Cabin shall assign the Easement in the deed of the lot to the purchaser. For purposes of illustration, the purchaser of Lot No. 34 shall take title to the Easement in Slip No. 34; the purchaser of Lot No. 35 shall take title to the Easement in Slip No. 35, etc. None of the Easements in any of Slips Nos. 34 through 50 shall be separated from the corresponding lot prior to settlement, whether by way of assignment or otherwise.

3. Perry Cabin and Declarant, and their successors and assigns, shall, subject to the foregoing option rights set forth in paragraph number 1 above, be entitled at all times to lease (but not to sell or otherwise convey) their Easements in any or all of the Slips to any person or entity. Upon the acquisition by the record owner of any of Lots 1 through 33 as shown on the Plat of the Easement in the Slip bearing the number corresponding to such owner's lot number, any lease of the Slip in question shall automatically terminate. Upon acquisition by the record owner of a lot shown on the Plat, of the Easement in the Slip bearing the number corresponding to such owner's lot number, ownership of the Easement shall never be separated from ownership of the lot. The record owner shall not be entitled to assign such Easement, but such Easement shall be deemed an appurtenance to the lot and shall automatically pass with the transfer of title to the lot.

NOW, THEREFORE FURTHER WITNESSETH: The Declarant hereby declares that the Additional Property, described on Exhibit "A" hereto, is subject to the terms of, and shall be part of the Common Areas as described in, the Declaration (and shall be designated as Common Area "C"), subject, however, to the Easements, and the following provisions:

1. The Slips shall be used only for pleasure and recreational boating purposes. The holder of the Easement in a Slip shall be entitled to have a reasonable number of its family members and guests use the Slip. Declarant, and its successors and assigns, shall have the right to formulate reasonable rules and regulations controlling the use of, and access to, the Slips.

2. A Slip may be leased by the record owner of the lot holding the Easement therein only as part of a lease of the lot itself. No Slip, however, may be leased under more than one (1) lease during any twelve (12) month period.

3. The holders of the Easements in the Slips shall pay for all maintenance and repairs; improvements; utilities; taxes; insurance and similar expenses relating to the piers, docks and Slips. To the extent that any such charges can be allocated to a particular Slip, the holder of the Easement in the Slip in question shall pay such charges. In the event that it is not possible to determine the portion of any such charges attributable to each Slip, then the particular invoice shall be divided by the total number of Slips to which the invoice applies (if the specific numbers of the Slips covered by the applicable invoice are not specified, it will be assumed that all fifty (50) Slips are covered), and the holder of the Easement in each Slip covered by the invoice shall pay its pro rata share thereof.

4. The holder of the Easement in a Slip shall constantly maintain such Slip in good repair at its sole expense. In the event of damage to or destruction of the Slip, the holder of the Easement shall repair or rebuild the Slip, as applicable, at the holder's sole expense. Declarant, and its successors and assigns, shall have the authority to perform necessary maintenance or repairs to, or in the case of destruction, may rebuild, any Slip in accordance with the provisions of Article VII of the Declaration.

5. Until such time as Perry Cabin has sold each of Lots 34 through 50 as shown on the Plat, this Supplemental Declaration may not be amended without Perry Cabin's prior written consent, and any rules or regulations formulated by Declarant with respect to the Slips and Right of Way shall require Perry Cabin's approval.

6. To the extent that any of the provisions of the Declaration as it applies to the Additional Property and the Easements conflict with the provisions of this Supplemental Declaration, the provisions hereof shall control.

7. The Easement in each Slip shall be subject to the regulatory powers of the United States and the State of Maryland, and the rights of the general public to navigate and enjoy the waters of Fogg Cove.

PERRY CABIN joins herein to evidence its agreement to

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STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of September, 1987, before me, the subscriber, a Notary Public of the State of Maryland in and for the jurisdiction aforesaid, personally appeared JOHN T. MACAETHY, President of Perry Cabin Townhomes, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Roxanne J. Roberts  
Notary Public



My Commission Expires: 7/1/90  
09334.00001  
SUP. DECLAR. MILES. RIVER. HOMES  
9/15/87

EXHIBIT "A"

R2660.122 R  
64R:2

Beginning for the same at a Point on the shore of Fogg Cove, a tributary of Miles River, said Point being at the southwesterly corner of the herein described land and from said Place of Beginning running (1) by and with a new division line between the herein described land and other land of Perry Cabin Associates, North 24 degrees 51 minutes West 205.00 feet, more or less, to the southeasterly corner of Lot 1 of Miles River Homes Condominium Regime; thence by and with the said Miles River Homes Condominium Regime and the Common Area of Fogg Cove Home Owners Association, Inc., the following 28 courses and distances: (2) North 65 degrees 09 minutes East 124.34 feet; thence (2) South 24 degrees 51 minutes East 26.48 feet; thence (4) continuing South 24 degrees 51 minutes East 115.00 feet; thence (5) North 65 degrees 09 minutes East 77.88 feet; thence (6) South 24 degrees 51 minutes East 117.00 feet; thence (7) North 65 degrees 09 minutes East 167.01 feet; thence (8) South 24 degrees 51 minutes East 76.00 feet; thence (9) North 65 degrees 09 minutes East 188.00 feet; thence (10) North 24 degrees 51 minutes West 28.32 feet; thence (11) North 65 degrees 09 minutes East 37.33 feet; thence (12) North 83 degrees 54 minutes East 153.48 feet; thence (13) South 06 degrees 06 minutes East 22.00 feet; thence (14) continuing South 06 degrees 06 minutes East 117.00 feet; thence (15) North 83 degrees 54 minutes East 145.00 feet; thence (16) South 06 degrees 06 minutes East 3.00 feet; thence (17) continuing South 06 degrees 06 minutes East 117.00 feet; thence (18) North 83 degrees 54 minutes East 183.00 feet; thence (19) North 06 degrees 06 minutes West 73.00 feet; thence (20) North 83 degrees 54 minutes East 115.00 feet; thence (21) North 06 degrees 06 minutes West 93.00 feet; thence (22) South 83 degrees 54 minutes West 46.00 feet; thence (23) North 06 degrees 06 minutes West 198.35 feet; thence (24) South 83 degrees 54 minutes West 72.93 feet; thence (25) North 33 degrees 54 minutes East 53.00 feet; thence (26) South 56 degrees 06 minutes East 5.00 feet; thence (27) North 33 degrees 54 minutes East 136.00; thence (28) North 56 degrees 06 minutes West 59.57 feet; thence (29) North 33 degrees 54 minutes East 189.00 feet; thence by and with a new division line between the herein described land and other land of Perry Cabin Associates Limited Partnership, the following three courses and distances: (30) South 17 degrees 54 minutes 49 seconds West 134.70 feet; thence (31) South 23 degrees 28 minutes 24 seconds

R2660.122 R  
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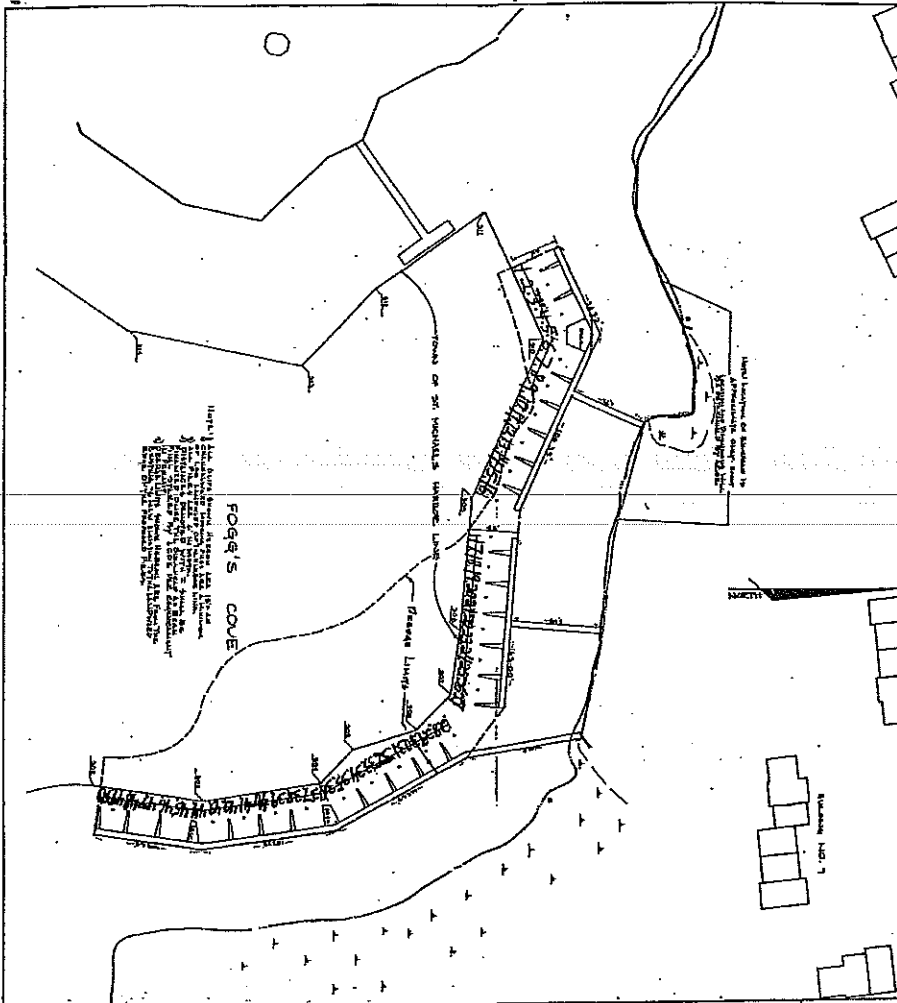
East 243.99 feet; thence (32) South 27 degrees 34 minutes 19 seconds East 310.36 feet, more or less, to the waters of Miles River; thence by and with mean high water line of said Miles River and the aforementioned Foggy Cove and the many meanderings thereof, generally, the following seven courses and distances: (33) South 22 degrees 30 minutes 02 seconds West 164.58 feet; thence (34) South 16 degrees 33 minutes 01 seconds West 309.09 feet; thence (35) South 11 degrees 23 minutes 34 seconds West 150.37 feet; thence (36) South 45 degrees 43 minutes 24 seconds East 54.23 feet; thence (37) South 87 degrees 14 minutes 01 seconds West 140.34 feet; thence (38) North 25 degrees 49 minutes 55 seconds West 454.41 feet; thence (39) North 76 degrees 54 minutes 54 seconds West 964.84 feet to the Place of Beginning containing 10.93 Acres of Land, more or less.

Being the same property which by Deed of even date herewith and recorded or intended to be recorded immediately prior hereto, was granted and conveyed by Perry Cabin Associates Limited Partnership unto Miles River Homes, Inc., the within Grantor Declarant.

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SHEET NO.	
FILE NO.	1187

EXHIBIT "B"



1. This plan shows the proposed mooring facility at Fogg's Cove, St. Michael's Marine Lane, Easton, Maryland. The plan shows the location of the mooring facility, the passage liner, and the rearranged structures. The plan also shows the location of the L. ORN. REPAIRS building.

SHEET NO. 1122	PLAN SHOWING Private Mooring Facility at Fogg's Cove ST. MICHAEL'S TRUST COUNTY, MARYLAND	DATE	SCALE	<b>Rauch, Walls and Lane, Inc.</b> Engineers • Design Planning • Surveyors EASTON • MARYLAND
		PREPARED BY DRAWN BY CHECKED BY APPROVED BY TITLE	1" = 50' HORIZ. 1" = 10' VERT.	

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