

AREA SUMMARY

Total area of original L. 2058, F. 406, Par. 2	231,777 sq. ft. or 5,344,666 sq. ft.
Total area of Addition	123,016 sq. ft. or 2,842,974 sq. ft.
Total area of Dedication	123,016 sq. ft. or 2,842,974 sq. ft.
Original area in L. 2049, F. 397	144,524 sq. ft. or 3,322,974 sq. ft.
Total area in Addition	123,016 sq. ft. or 2,842,974 sq. ft.
Original area in Addition	123,016 sq. ft. or 2,842,974 sq. ft.
Total area of Addition	123,016 sq. ft. or 2,842,974 sq. ft.
Dedicated in Road Plan	123,016 sq. ft. or 2,842,974 sq. ft.

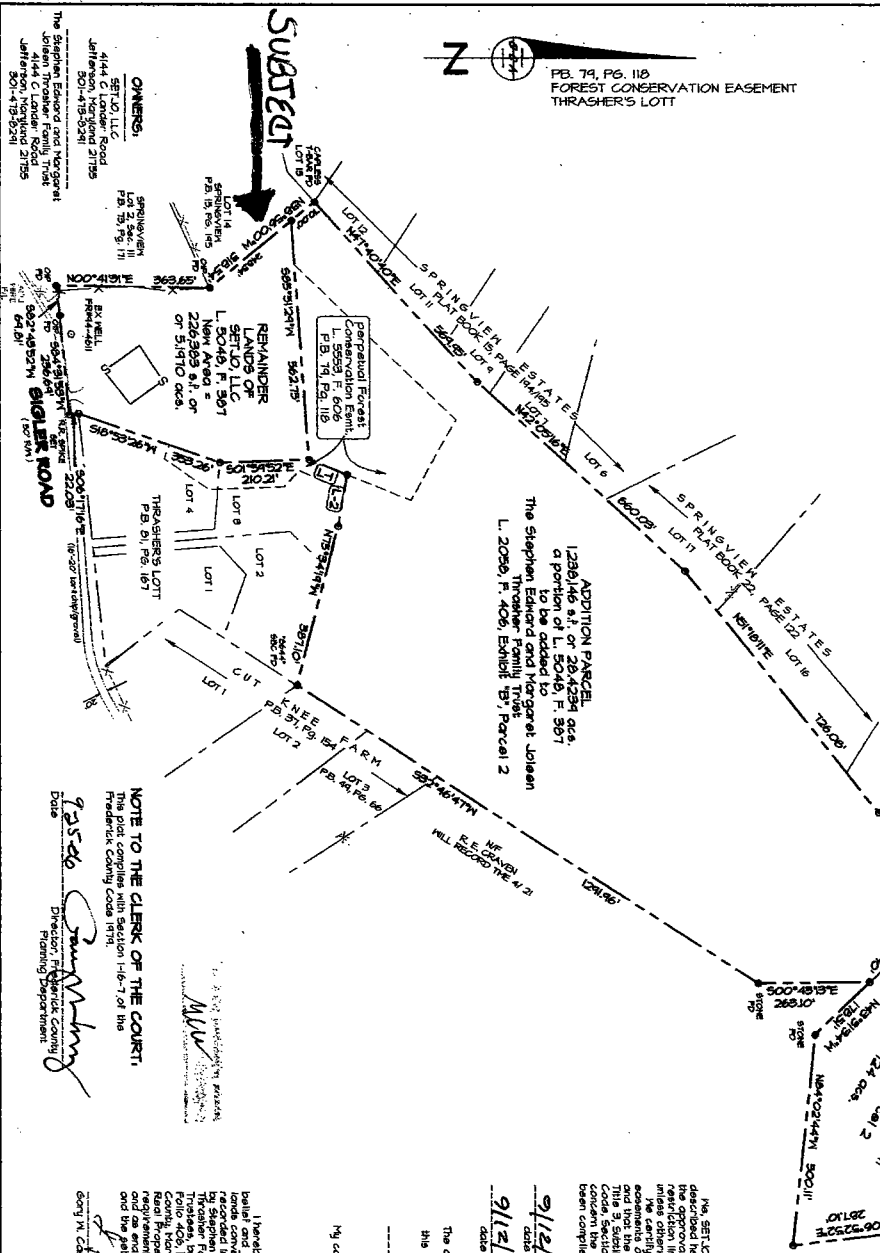
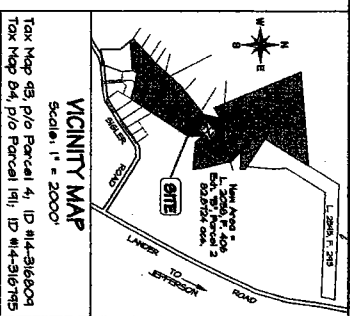


TABLE OF CORNERS

Line	Bearing	Distance
L-1	S31°27'50"W	45.48'
L-2	N75°14'41"W	121.52'



OWNERS' CERTIFICATION AND DEDICATION

We, SETLO LLC, a Maryland Limited Liability Company, owner of the property shown on the attached plat, hereby certify that we own the property shown on the attached plat and that we have the right to dedicate the same to the public use of the State of Maryland. We hereby certify that the property shown on the attached plat is not subject to any other claims or encumbrances and that the same is not subject to any other claims or encumbrances. We hereby certify that the property shown on the attached plat is not subject to any other claims or encumbrances and that the same is not subject to any other claims or encumbrances. We hereby certify that the property shown on the attached plat is not subject to any other claims or encumbrances and that the same is not subject to any other claims or encumbrances.

OWNERS' CERTIFICATION AND DEDICATION
 Stephen E. Thrasher, for SETLO LLC
 M. J. Thrasher
 Margaret Joelen Thrasher

SURVEYOR'S CERTIFICATE
 I have surveyed the land shown on the attached plat and I hereby certify that the same is correctly shown on the attached plat. I have surveyed the land shown on the attached plat and I hereby certify that the same is correctly shown on the attached plat. I have surveyed the land shown on the attached plat and I hereby certify that the same is correctly shown on the attached plat.

NOTE TO THE CLERK OF THE COURT:
 The addition parcel is located on the east side of Siger Road and east of Lander Road in Jefferson Election District #14, Frederick County, Maryland. The addition parcel is located on the east side of Siger Road and east of Lander Road in Jefferson Election District #14, Frederick County, Maryland.

APPROVED
 FEDERAL COUNTY
 PLANNING COMMISSION
 NOT APPLICABLE

APPROVED
 FEDERAL COUNTY
 DEPARTMENT OF HEALTH
 NOT APPLICABLE

NOTES:
 1. Site is zoned (A) Agricultural.
 2. There are no structures, drives, wells or septic areas within 100-feet of the Addition Parcel.
 3. There are no other structures, drives, wells or septic areas within 100-feet of the Addition Parcel.
 4. A 30-foot wide drainage and utility easement is reserved along all lot lines.
 5. Horizontal Datum is based on Prick Book 74, Page 115.
 6. All proposed building developments and not for development. Any future subdivision of these lands or building developments will be submitted in the regular manner for approval in accordance with the provisions of the existing subdivision regulations.
 7. A preliminary deed reflecting the existing subdivision regulations shall be recorded among all successive deeds.
 8. Any future subdivision may require road frontage improvements on previously dedicated right of way.

ADDITION PLAT
 A PORTION OF LIBER 5046 AT FOLIO 387
 ADDITION TO LIBER 2058 AT FOLIO 406, PARCEL 2
 SETLO, LLC ADDITION TO
 THE STEPHEN EDWARD AND
 MARGARET JOELEN THRASHER
 FAMILY TRUST

APPROVED
 FEDERAL COUNTY
 DEPARTMENT OF HEALTH
 NOT APPLICABLE

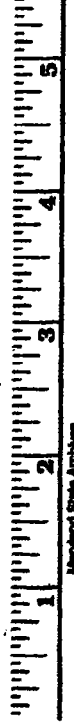
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 MARGARET JOELEN THRASHER
 FAMILY TRUST

FILED
 SEP 26 A 20 39
 SANDRA R. ...

RECORDED... PLAT BOOK: P130147 PAGE: HSA SSU 1306 #1028 625-3



Maryland State Archives

Total area dedicated 0 s.f. or 0 acs.
 Remaining area in L. 5048, F. 387 226,383 s.f. or 5,197.0 acs.
 Total area of Addition 1,238,146 s.f. or 28,423.9 acs.
 Dedicated in Road R/W 0 s.f. or 0 acs.

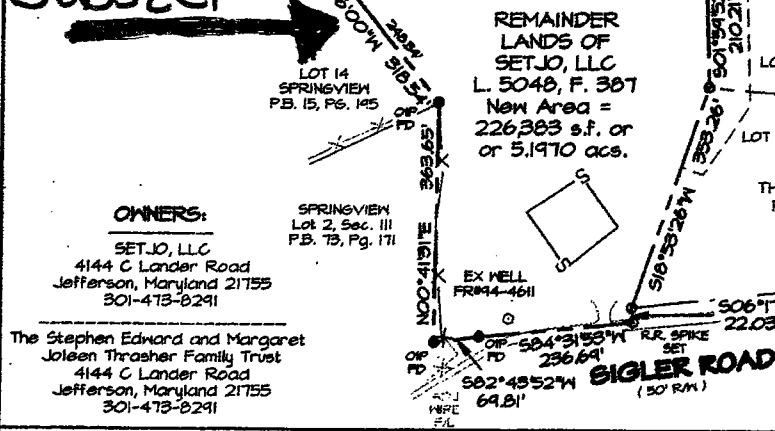
SPRINGVIEW PLAT BOOK 12

FB. 79, PG. 118
 FOREST CONSERVATION EASEMENT
 THRASHER'S LOTT



ADDITION PARCEL
 1,238,146 s.f. or 28,423.9 acs
 a portion of L. 5048, F. 387
 to be added to
 The Stephen Edward and Margaret
 Thrasher Family Trust
 L. 2058, F. 406, Exhibit "B", Parc

SUBJECT



OWNERS:

SETJO, LLC
 4144 C Lander Road
 Jefferson, Maryland 21755
 301-473-8291

SPRINGVIEW
 Lot 2, Sec. III
 P.B. 79, Pg. 171

The Stephen Edward and Margaret
 Joleen Thrasher Family Trust
 4144 C Lander Road
 Jefferson, Maryland 21755
 301-473-8291

SANDRA H. ...
 2009 SEP 29 A 10:39
 FILED

APPROVED
 FREDERICK COUNTY
 PLANNING COMMISSION
NOT APPLICABLE

DATE _____ CHAIRMAN OR SECRETARY _____

APPROVED
 FREDERICK COUNTY
 DEPARTMENT OF HEALTH
NOT APPLICABLE

DATE _____ APPROVING AUTHORITY _____

NOTES:

1. Site is zoned (A) Agricultural.
2. There are no structures, drives, wells or septic areas within 100-fe unless shown otherwise.
3. This plat and survey were prepared without the benefit of a Title and therefore may not necessarily indicate all encumbrances on th
4. A six-foot wide drainage and utility easement is reserved along c
5. Horizontal Datum is based on Plat Book 79, Page 118.
6. Application is hereby made for your approval of the indicated trc purpose of adding to adjoining holdings and not for development of these lands or building developments will be submitted in the r accordance with the provisions of the existing subdivision regulat
7. A confirmatory deed reflecting the activity shown on this Addition the Public Land Records, and this recorded Addition Plat shall be in all successive deeds.
8. Any future subdivision may require road frontage improvements on of way.



Frederick County Health Department

11/25
BARBARA A. BROCKMYER, M.D., M.P.H.
Health Officer, Frederick County

ENVIRONMENTAL HEALTH SERVICE
350 Montevue Lane
Frederick, Maryland 21704
Telephone: 301-684-1100
Toll Free: 1-877-483-6363

January 27, 2005

Stephen and Margaret Thrasher
4144 C Lander Road
Jefferson, MD 21755

Re: Thrasher's Lott Remainder
Site Plan Tax Map 93 Parcel 4
Health Dept. File M-2736

Dear Mr. and Mrs. Thrasher:

Health Department staff conducted soil evaluation and percolation tests on January 21, 2005. Percolation rates of sixteen (16) eighteen and (18) minutes were observed at depths of three (3') feet, respectively. A seven (7') foot deep observation hole was excavated with rock encountered. On the basis of these tests, the site appears to be acceptable for individual, underground sewage disposal; however, before the plan can be approved the Health Department will require the following:

1. The elevations of all four corners of the septic area must be provided and shown on the same contour on final site plan.
2. The note, "The septic area can support a house of no more than four (4) bedrooms" must be prominently displayed on the plan.
3. The well must be drilled. After the well has been drilled, please contact your surveyor to have the well field-located and shown on the plan as "existing well," and include the tag number for the well on the final plan. As this is the only notice that you will receive regarding drilling the well, it is recommended that you apply for the permit as soon as possible so that the permit can be issued when the above revisions have been completed. Application can be made at the Environmental Health Office located at 350 Montevue Lane, Frederick.
4. The surveyor must show the total square footage of septic area on final site plan.
5. Surveyor's seal and signature must be shown on the final site plan.
6. Surveyor must show total area of lot on final site plan.

If you have any questions, please contact me at 301-631-3162.

Sincerely,

Paul J. Offutt, R.S., Program Manager
Community Services and Development Review
Environmental Health Services

cc: Gary Castle & Associates



Handwritten signature/initials

14/25

WELL IS TO BE PUNCHED 3-8 ON ALL CASINGS

FILL IN THIS FORM COMPLETELY PLEASE TYPE

COUNTY NUMBER

05-57

DATE WELL COMPLETED

05 16 08

Depth of Well

150 (NEAREST FOOT)

PERMIT NO. FROM "PERMIT TO DRILL WELL" ER-94-4611

OWNER

Handwritten owner name

STREET OR RFD

Handwritten street name

TOWN

Handwritten town name

SUBDIVISION

Handwritten subdivision name

SECTION

Handwritten section number

LOT *Handwritten lot number*

WELL LOG

Not required for cased wells

STRIKE THE WORD OR WORDS INDICATED FROM COLUMN, COLUMN, TREATMENT AND IF OTHER INDICATE

DESCRIPTION (see instructions on page 1)	FEET		THICKNESS OF CASING (feet)
	FROM	TO	
Shale	0	30	
Green Mtn. Rock	30	150	✓

Handwritten note: 89' + 132'

GROUTING RECORD

WELL HAS BEEN GROUTED (Circle appropriate box)

YES NO

TYPE OF GROUTING MATERIAL (Circle one)

CEMENT BENTONITE CLAY

NO. OF BAGS 12 NO. OF POUNDS 1128

GALLONS OF WATER 72

DEPTH OF GROUT SEAL (to nearest foot)

0 to 39

CASING RECORD

Casing type most appropriate code below

STEEL CONCRETE
PLASTIC OTHER

MAIN CASING TYPE

ST 6 42

OTHER CASING (if used)

depth (feet) from to

SCREEN RECORD

Screen type or open hole most appropriate code below

STEEL BRASS OPEN HOLE
PLASTIC OTHER

DEPTH (nearest ft.)

70 39 150

SLOT SIZE

DIAMETER OF SCREEN (NEAREST INCH)

GRAVEL PACK

IF WELL DRILLED WAS FLOWING WELL INSERT P-N BOX ON

WIRE TAP ONLY

(NOT TO BE FILLED IN BY DRILLER) (E.R.O.S.) W O

TELEPHONE CORD

USE INDICATOR OTHER DATA

PUMPING TEST

HOURS PUMPED (nearest hour) 3

PUMPING RATE (gal. per min.) 10

METHOD USED TO MEASURE PUMPING RATE 7.9

WATER LEVEL (distance from land surface)

BEFORE PUMPING 38

WHEN PUMPING 150

TYPE OF PUMP USED (for test)

A air P piston T turbine
C centrifugal R rotary O other (describe below)
J jet S submersible

PUMP INSTALLED

DRILLER INSTALLED PUMP (CIRCLE) (YES or NO) YES NO

IF DRILLER INSTALLS PUMP, THIS SECTION MUST BE COMPLETED FOR ALL WELLS.

TYPE OF PUMP INSTALLED

PLACE (A,C,J,P,R,S,T,O) IN BOX 28

CAPACITY: GALLONS PER MINUTE (to nearest gallon)

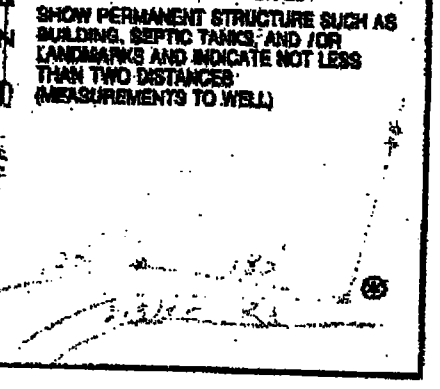
PUMP HORSE POWER

PUMP COLUMN LENGTH (nearest ft.)

CASING HEIGHT (circle appropriate box and enter casing height)

above } LAND SURFACE
below } (nearest foot)

LOCATION OF WELL ON LOT



NUMBER OF UNSUCCESSFUL WELLS: 0

WELL ABANDONED YES NO

CIRCLE APPROPRIATE LETTER
A A WELL WAS ABANDONED AND DENIED WHEN THIS WELL WAS COMPLETED
E ELECTRIC LOG OBTAINED
P TEST WELL CONVERTED TO PRODUCTION WELL

WELLS CONSTRUCTION MUST BE COMPLETED IN ACCORDANCE WITH THE CONSTRUCTION AND OPERATING REGULATIONS OF THE STATE OF TEXAS, AND THE WELL OPERATOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WELL AND THE WELL OPERATOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WELL AND THE WELL OPERATOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WELL

DRILLERS LIC. NO.: MW0139

Handwritten signature of Robert Olm

DRILLERS SIGNATURE

CONTRACT SIGNATURE ON APPLICATION

LIC. NO.: MW0236

Handwritten signature of Robert Olm

STATE SUPERVISOR (Sign. of state or person responsible for check if different from permittee)

County: FREDERICK

Property Address: SIGLER RD. JEFFERSON MD 21755

Legal Subdiv/Neighborhood: Condo/Coop Project:
Incorporated City: Absent Owner: Yes
Owner Name: HEATH R RUNKLES Company Owner:
Addtl: J ERIN Care of Name:

MAILING ADDRESS: 4019 HARRISVILLE RD, MOUNT AIRY, MD 21771 8259

LEGAL DESCRIPTION: 5.19 ACRES N S SIGLER RD REMAINDER LANDS OF SETJO

Mag/Dist #: 14 Lot: Block/Square:
Election District: 14 Legal Unit #: Grid: 3 Tax Map:
Section: Subdiv Ph: Addl Parcel Flag/#: Map: 93
Map Suffix: Suffix: Parcel: 228 Sub-Parcel:
Historic ID: Agri Dist: Plat Folio: 13 Plat Liber: 82
Tax Year 2009

Total Tax Bill: \$2,540 City Tax: Tax Levy Year: 2009
State/County Tax: \$2,263 Refuse: Tax Rate: 1.05
Spec Tax Assmt: \$276 Exempt Class: 000 Homestd/Exempt Status:
Front Foot Fee: Tax Class: Mult. Class:

ASSESSMENT

Year Assessed	Total Tax Value	Land	Improvement	Land Use
2009	\$215,950	\$215,950	\$0	
2008	\$180,790	\$110,470	\$0	
2007	\$0	\$0	\$0	

DEED Deed Liber: 6991 Deed Folio: 262

Transfer Date	Price	Grantor	Grantee
28-May-2008	\$255,000	SETJO LLC	RUNKLES, HEATH R & J ERIN

PROPERTY DESCRIPTION

Year Built: 0 Zoning Code: Census Trct/Block: A
Irregular Lot: Square Feet: 226,076 Acreage: 5.19
Land Use Code: Residential Plat Liber/Folio: 82/13 Property Card:
Property Class: R Quality Grade: Road Description:
Zoning Desc: Xfer Devel. Right: Road Frontage:
Prop Use: RESIDENTIAL Site Influence: Topography:
Building Use: Sidewalk:
Lot Description: Pavement:

STRUCTURE DESCRIPTION

	Section 1	Section 2	Section 3	Section 4	Section 5
Construction:					
Story Type:					
Description:					
Dimensions:					
Area:					
Foundation:		Roofing:		# of Dormers:	
Ext Wall:		Style:		Year Remodeled:	
Stories:		Units: 0		Model/Unit Type:	
Total Building Area:			Living Area: 0	Base Sq Ft:	
Patio/Deck Type:	Sq Ft:		Porch Type:	Sq Ft:	
Balcony Type:	Sq Ft:		Pool Type:	Sq Ft:	
Attic Type:	Sq Ft:		Roof Type:		
Rooms:		Fireplace Type:		Fireplaces:	
Bedrooms:		Bsmt Type:		Garage Type:	
Full Baths:		Bsmt Tot Sq Ft:		Garage Const.:	
Half Baths:		Bsmt Fin Sq Ft:		Garage Sq Ft:	
Baths:		Bsmt Unfin Sq Ft:		Garage Spaces:	
Other Rooms:			Air Conditioning:		
Other Amenities:			Interior Floor:		
Appliances:			Outbuildings:		
Gas:	Heat:		Sewer:	Fuel:	
Electric:	Water:		Underground:	Walls:	

Tax Record Updated : 16-Sep-2009

Courtesy of: Maureen Nichols on behalf of Bonnie Winkler & Maureen Nichols
Home: (301) 831-5600 Office: (301) 831-5600
Cell: (240) 674-2865 Email: maureen@bonnieandmaureen.com
Company: RE/MAX Realty Group
Office: (301) 831-5600 Fax: (301) 831-7412

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Information is believed to be accurate, but should not be relied upon without verification.
Accuracy of square footage, lot size and other information is not guaranteed.





Frederick County Disclosure

LEGAL REQUIREMENT. All Contracts of Sale for real property in the State of Maryland are required to be in writing to be enforceable. You have the right to have legal counsel review all documents and represent you. The Broker/agent is required to submit all written offers to the seller. An offer to purchase is not a contract until all terms and conditions have been agreed to in writing by the Buyer and Seller. The terms of a Contract of Sale cannot be altered after it has been accepted by all parties unless mutually agreed upon in writing by the Buyer and Seller. Therefore, the Buyer is advised that any contingencies or conditions of the sale should be a part of the original offer. The accepted Contract of Sale is a legally binding and enforceable document.

EQUAL HOUSING. The Property is offered in compliance with Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments of 1988) and applicable Maryland and local laws with respect to race, color, sex, religion, national origin, physical and mental handicaps, familial status, age, sexual orientation, marital status and such other protected classes.

AIRPORTS, AIRSTRIPS & HELIPADS. Buyer acknowledges that there are properties located within a three (3) mile radius of airports, airstrips, heliports or helipads and it is the Buyers' responsibility to review any appropriate maps, plans or other information which they deem appropriate prior to entering into a Contract of Sale. The Frederick Municipal airport is located at 111 Airport Dr. E., Frederick, MD.

CITY OF FREDERICK SALE OF REAL PROPERTY ORDINANCE. The City of Frederick Disclosure upon Sale of Real Property Ordinance (the City of Frederick Code Section #12.5-3) requires the inclusion of the City of Frederick Disclosure Statement as part of all Contracts of Sale for real property located within the City of Frederick limits.

FREDERICK COUNTY RIGHT TO FARM ORDINANCE. The Frederick County Right to Farm Ordinance (Frederick County Ordinance #96-23-175) requires the inclusion of the Right to Farm Disclosure Statement as a part of all Contracts of Sale for real property within Frederick County.



HAZARDOUS MATERIALS. There are many hazardous materials (i.e., asbestos, radon, underground storage tanks, etc.) that could affect any property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of their presence or significance. It is the Buyer's responsibility to consult any experts they deem appropriate prior to entering into a Contract of Sale.

HOME WARRANTIES. A limited warranty may be available for purchase on the Property. Such limited warranty may provide some financial reimbursement in the event certain named components and or appliances become inoperable or fail during an agreed upon period of time (usually one year from settlement).

SETTLEMENT. All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and will be required to provide photo identification. A lender usually requires, prior to settlement, a fully paid insurance policy, termite and other certifications when improved property is being purchased. The Buyer should have wired funds, bank check, or certified check for payment of estimated settlement costs and balance due under the Contract of Sale. If uncertain of the amount, Buyer should contact the settlement company 24-48 hours before settlement. Buyer should establish utilities in Buyer's name commencing with the day of settlement or occupancy.

MASTER PLANS AND ZONING ORDINANCES. Buyers have the right to review any applicable master plans, zoning ordinances, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. In addition the Buyer should check historic district guidelines and disclosures, if applicable. This information may be found at most local, county or state offices such as the Parks and Recreations, Planning and Zoning, etc.

CONDOMINIUM ASSOCIATION APPROVAL. If a sale is subject to the approval or right of first refusal of the Council Unit Owners or Board of Directors of a Condominium, the Seller must immediately present the Contract of Sale to such Council or Board for its action or consideration. In the event the sale is not allowed by the appropriate Council or Board, the Contract of Sale shall be null and void.

COMMUNITY DEVELOPMENT AUTHORITY DISTRICTS. In **Frederick County, the vendor of a property that is subject to a tax or fee of a Special Taxing District as authorized in Article 23A, §44A(B) of the Code or by a Community Development Authority as authorized in § 2-7-125(B) of the Public Local Laws of Frederick County may not enforce a contract for the sale of the property unless within 20 calendar days after entering into the contract, the Purchaser of the property is provided the following information in writing.**

This sale is subject to a tax or fee of a Special Taxing District or Community Development Authority. State law requires that the Seller disclose to you at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property you are purchasing. The content of the information to be disclosed is set forth in § 10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee of the Special Taxing District or Community Development Authority, and a statement of whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.

The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ _____ .

The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is _____ .

Whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.

Tax of fee: _____ is delinquent _____ is not delinquent

Heath R Runkles 1-21-10
Seller Date Buyer Date
Heath R Runkles

Erin Runkles 1/21/10
Seller Date Buyer Date
Erin Runkles

Form: Frederick County Disclosure

FCAR© 9/06

Page 3 of 3



Real Estate Transfer Disclosure Statement



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS Remainder Lot Sigler Rd, Jefferson, MD 21755

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH FREDERICK COUNTY ORDINANCE NO. 96-23-175 (THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE)

SELLER'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any questions concerning this policy or the reconciliation committee, please contact the Frederick County Planning Department for additional information.

Seller Heath R Runkles Date 1-21-10

Seller J Erin Runkles Date 1/21/10

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____ Date _____

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

RE/MAX Realty Group - Mt. Airy 205 Ridgeville Blvd. Mount Airy, MD 21771
Phone: 301.831.5600 Fax: Maureen Nichols

RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Thrasher's Lott

THIS DECLARATION, made this 16th day of May, 2008, by SetJo, LLC ("the Declarant.")

Explanatory Statement

A. The Declarant is the fee simple Owner of certain real property located along Sigler Road, in the Jefferson Election District, Frederick County, Maryland, being all and the same real estate which was conveyed unto the Declarant by Deed dated 29 December, 2004, and recorded among the Land Records of Frederick County, Maryland in Liber 5048, folio 387, portions of which the Declarant wishes to develop for residential purposes.

B. The Declarant wishes to establish covenants, conditions, and restrictions for the development of said property which covenants, conditions and restrictions shall apply to Lots 1-4, "Thrasher's Lott", (the "Subdivision") as set forth on a plat (the "Plat of Subdivision") recorded in Plat Book 81, page 169 among the Plat Records located in the Office of the Clerk of the Circuit Court for Frederick County, Maryland.

C. The Declarant also wishes to establish covenants, conditions, and restrictions for the development of said property which covenants, conditions and restrictions shall apply to Remainder Lands of SetJo, LLC, (the "Remainder") as set forth on a plat (the "Addition Plat") recorded in Plat Book 82, page 13 among the Plat Records located in the Office of the Clerk of the Circuit Court for Frederick County, Maryland.

D. The Declarant also wishes to establish cross easements and covenants, conditions and restrictions for the construction, use, operation and maintenance of a common entrance and utilities (hereinafter defined) for four lots located in the Subdivision and for the use of the utilities by the house located on the Remainder as set forth on the Addition Plat.

Declaration

NOW, THEREFORE, the Declarant hereby declares that the property described as Lots 1, 2, 3, and 4 in the Subdivision and the Remainder on the Addition Plat shall be held, sold and conveyed, subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the described properties and which shall run with real property and shall be binding on all parties having any right, title, or interest in the described properties or any part thereof.

ARTICLE I. DEFINITIONS

1.1. Common Entrance. "Common Entrance" means an entrance for vehicular and pedestrian use, to be constructed and maintained within the Easement Area as hereinafter provided.

1.2. Common Entrance Easement. "Common Entrance Easement" means the common entrance easement created and established pursuant to Article III.

1.3. Easement(s). "Easements" means any one or more of the easements established pursuant to this Declaration.

1.4. Easement Area. "Easement Area" means that area described as "COMMON ENTRANCE EASEMENT EX. PERMIT #AP-40515 FOR LOTS 1-4" as depicted on the Plat of Subdivision for THRASHER'S LOTT.

1.5. Lot(s). "Lot(s)" means Lots 1, 2, 3 and 4 as shown on the Plat of Subdivision.

1.6. Remainder. "Remainder" means that tract of land described as "REMAINDER LANDS OF SETJO, LLC" containing 5.1970 acres \pm shown on the Addition Plat.

1.7. Owner. "Owner" means any owner from time to time whether one or more persons, of fee simple title to any Lot or the Remainder; provided however, that each Lot and Remainder shall be considered to have but one owner at any one time. If two or more persons hold concurrent fee simple title to any Lot or Remainder, than such persons shall jointly be considered one Owner.

1.8. Subdivision. "Subdivision" means Thrasher's Lott.

1.9. Utilities. "Utility or Utilities" means and refers to (i) any poles, wires, lines and conduits and the necessary or proper attachments and appurtenant facilities used for or in connection with the transmission of natural gas, propane, electricity, telephone, television cables, telecommunication cables and other similar facilities; (ii) underground telecommunication and electrical systems, including necessary conduit, manholes, cables, wires, fixtures and related appurtenances, including related surface and above ground appurtenant facilities; (iii) underground electric, gas and communication lines including conduits, cables, manholes, vaults, mains, pipes, valves, meters and appurtenant equipment, including related surface and above ground appurtenant facilities; (iv) underground cable television lines and related facilities including related surface and above ground appurtenant facilities; (v) other underground Utilities and services, including related surface and above ground appurtenant facilities, for the transmission of energy or communications and provided by the governmental authority for public use and benefit; (vi) storm water drains and management facilities, land drains, public and private sewers and pipe lines for supplying gas and water; and (vii) any other similar municipal, public or quasi-public Utilities, facilities, services or functions now or hereafter furnished to the Lots by governmental authority or public utility.

1.10. Utility Easement. "Utility Easement" means collectively the Utility Easement created and established pursuant to Article III.

ARTICLE II. COVENANTS, CONDITIONS, AND RESTRICTIONS

2.1. Applicability. Each covenant, condition and restriction herein shall apply to both the Lots and the Remainder unless specific reference is made to Lots or the Remainder.

2.2. Non-Interference with Utilities. Easements for installation and maintenance or utilities and drainage facilities are reserved as shown on the recorded plat of each Lot and the Remainder. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in these easements. The easement area of each Lot and the Remainder and all improvements in it shall be maintained by the Owner, except for those improvements for which a public authority or utility company is responsible.

2.3. Land Use.

2.3.1. House. No house shall be erected, altered, placed or permitted to remain other than one detached single-family dwelling with not less than 1,700 square feet of first floor finished living area for a ranch style, split foyer, or cape cod style home, 2,200 square feet of finished living area for a two-story home; any split level home must have at least 1,800 square feet of finished living area in the combined two upper levels. Breezeways, garages, basements, solariums, carports, porches and outbuildings are not to be counted as finished living area. No house shall exceed 35 feet in height as measured from the highest existing grade along the foundation perimeter prior to excavation, to the peak of any roof.

The foundation may consist of brick, stone, block covered by parging, or poured concrete. Foundations which are poured concrete or block covered with parging shall either be left natural or painted the same color as the adjacent siding.

All exposed exterior walls of residence and garages shall be built of brick, stone, lap siding, stucco or similar textured siding, or any combination thereof. Exterior wall coverings not included in this paragraph must be approved by the Declarant in its sole discretion.

2.3.2. Garages. A two or more car garage with not less than 400 square feet of floor area must be included in the initial design of the dwelling but may be constructed at a later time. Construction of a garage or other building may not begin until construction of the house on the same Lot or Remainder has commenced.

2.3.3. Construction. Once construction of a dwelling commences, by such actives which include, but are not limited to excavation, erection of a foundation, construction of water and/or septic system, and placing of building materials on any Lot or Remainder, then all construction activities must be completed within eighteen (18) months from the time such construction activities are begun. A dwelling shall be deemed completed

when a certificate of occupancy is issued by the appropriate governmental authorities. A dwelling may not be occupied and an outbuilding may not be used until such certificate of occupancy has been issued. Landscaping adjacent to the foundation of the front of the dwelling is required, and said landscaping, final grading and seeding of lawn around house must be completed no later than three months after occupancy of house.

A residence, garage, shed or any other building or any other improvement whether detached or otherwise which shall be erected, placed, altered, converted, used or permitted to remain, shall comply with all county, state and the recorded plat requirements including but not limited to minimum setback requirements.

2.4. Sheds. On any Lot, the construction of a shed not exceeding 400 square feet in size nor 15' in height shall be permitted provided that the exterior covering is compatible with the house constructed on the same Lot and further provided that such building shall be no closer than 20 feet or the applicable setback line from the side and rear Lot lines whichever is greater. The construction of any shed or other outbuilding on the Remainder shall be located no closer than 20 feet from any boundary line.

2.5. Fences. All fences on any Lot shall be wood, simulated wood or vinyl with the exception of fencing for pools, tennis courts or other special uses, all of which must be located no closer than 50' from any adjoining Lot's boundary line. Barbed wire and electric fencing is prohibited on any Lot. Wire mesh backing equal to or smaller in size than 12 gauge is permitted on a Lot but only if attached directly to a permitted wood or simulated wood fence. Each Lot Owner is required to maintain fencing on their property in good order and repair and all fences shall not exceed 48" in height unless approved in writing by the adjoining Lot Owner that will be closest to the subject fence.

2.6. Temporary Structures. No basement, tent, shack, garage, outbuilding, trailer, mobile home or any structure of a temporary nature shall at any time be used as a residence temporarily or permanently.

2.7. Nuisances. No Lot or Remainder or portion thereof shall be used in such a manner that it affects the use, occupation or value of the Lots or the Remainder for residential purposes or so as to be or become a nuisance.

No Lot or Remainder shall be used or maintained as a dumping ground for rubbish. Trash or waste shall be kept in sanitary containers; all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No Owner, nor their tenants, guests or invitees shall trespass in any manner (including but not limited to humans, animals, trash, grass or tree clippings etc.) on any adjoining property.

2.8. Animals. No swine or poultry shall be kept upon any Lot for any purpose whatsoever. No horses or animals other than HOUSEHOLD pets are allowed on any Lot. No outdoor pets are allowed on any Lot. No animals may be kept, bred, or maintained on any Lot or the Remainder for commercial purposes. No Owner shall allow any animal in their care to cause a nuisance to others (e.g. continually barking dogs are not permitted).

2.9. Vehicles. No motor vehicles without current registration, buses, campers, trailers, boats, recreational vehicles, commercial vehicles, tractors, farm or construction equipment or vehicles rated over 1 ton shall be kept unless parked in a garage. None of the vehicles or equipment enumerated may be parked on the common entrance or in the Easement Area. Construction trailers may be used by the Builder during the period of original construction, but not as a residence.

2.10. Play Equipment. All play equipment associated with either adult or juvenile recreation, children's outdoor playhouses, swinging or climbing apparatus and other related equipment and toys shall be located only in the rear yard of all Lots.

2.11. Signs. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than four square feet and one sign of not more than five square feet advertising the property for sale or rent. Signs erected by Declarant or its agents advertising Lots and/or homes for sale are exempt from this requirement.

2.12. Recreational Vehicles. The use of motorized vehicles on any Lot for recreational purposes shall be prohibited. Recreational use of motorized vehicles on the Remainder shall be limited to vehicles with engine sizes that do not exceed 500 cubic centimeters of displacement for a four-stroke engine no more than 50 cubic centimeters of displacement for a two-stroke engine; no more than two vehicles shall be used at any time; and recreational use shall be limited to that period of the day beginning two hours after sunrise and ending at sunset.

ARTICLE III. COMMON ENTRANCE EASEMENT AND MAINTENANCE AGREEMENT

3.1. Creation of Easements.

3.1.1. Common Entrance Easement. Declarant does hereby grant, create and establish a perpetual, non-exclusive easement in, on, over and upon the Easement Area for the use and benefit of and as an appurtenance to the Lots for the purpose of the construction, operation, maintenance and reconstruction of a driveway to provide pedestrian and vehicular ingress and egress to, from and between the Lots and the Common Entrance and Sigler Road; together with the right to construct connecting driveways thereto sufficient for the purpose of providing vehicular ingress and egress between such Lots, the Common Entrance and Sigler Road.

3.1.2. Utility Easement. Declarant does hereby grant, create and establish a perpetual, non-exclusive easement in, on, over and upon the Easement Area for the use and benefit of and as an appurtenance to the Lots and the Remainder for the purpose of the installation, construction, use, operation, maintenance and reconstruction of Utilities to provide Utilities to, from and between the Lots, the Remainder and Sigler Road together with the right to connect to and utilize all Utilities constructed within such Easement Area. Each Lot owner agrees to execute any utility right of way reasonably required to bring utilities to any Lot or the Remainder lot in the subdivision through the Easement Area.

3.1.3. Easement for Construction and Maintenance. Declarant does hereby grant, create and establish a perpetual, non-exclusive easement for the use and benefit of and as an appurtenance to the Lots and the Remainder in, on, over and upon the Easement Area and such portions of the Lots immediately adjacent to the Easement Area as shall be reasonably necessary for the purpose of the construction, maintenance and reconstruction of the Common Entrance and Utilities to be constructed or installed within the Easement Area; provided, however, that any Lot Owner exercising its rights under this subsection shall not unreasonably interfere with the quiet enjoyment of any other Owner and shall promptly restore and leave in good condition any ground, including paved surface, of any Lot or Easement Area disturbed by the exercise of the Easement created under this subsection.

3.2. Regulation of Easement Area.

3.2.1. Interference with Easement Area. No structure, planting or other material shall be placed or permitted to remain within the Easement Area which may damage or interfere with the use, construction, maintenance or replacement of the Common Entrance or any Utilities.

3.2.2. Restriction on the Use of the Easement Area. The parking or stopping of vehicles within the Easement Area by any Owner, its licensees or invitees, or any other Person is specifically prohibited.

3.3. Maintenance of Easement Area. Following the completion of the construction of the Common Entrance and installation of Utilities in the Easement Area, the Easement Area (including the Common Entrance and all Utilities and other improvements located therein) shall at all times be maintained in a safe, clean and orderly condition and in good repair. Such maintenance shall include without limitation, the removal of snow and ice, mowing of grass and maintenance of the Driveway surface.

3.3.1. Maintenance of Common Entrance. Maintenance of the Common Entrance and any landscaping within the Easement Area shall be performed by and at times in such a manner as shall be determined by a majority vote of the Lot Owners with the Lot Owners having one (1) vote for each Lot and the cost thereof shall be proportioned in accordance with paragraph 3.4.2. below.

3.3.2. Determination of Proportionate Shares. The cost to maintain the Common Entrance and Easement Area shall be proportioned equally among the Lot Owners.

3.4. Maintenance of Utilities. Any utility or portion thereof installed in the Easement Area for the exclusive use or benefit of an individual Lot Owner of that Lot shall be maintained by and at the sole cost and expense of the Owner of that Lot exclusively benefited by such utility.

ARTICLE IV. MISCELLANEOUS.

4.1 Declarant hereby acknowledges its common ownership as to the Lots, Remainder and Easement Areas. It is the intent of Declarant that such common ownership of the fee simple interest of the Lots, Remainder and the Easement Areas shall not extinguish or eliminate the easements granted herein, and therefore, the Declarant hereby specifically waives for himself, his successors and assigns and for any subsequent Owners of the Lots, Remainder and Easement Areas and their respective heirs, personal representatives and assigns, the principals of Common Law Merger. It is the intent of the Declarant that at the time of conveyance of a fee simple interest in and to each of the Lots that Declarant shall re-grant the easements described herein to the Grantees or Transferees of such conveyance.

4.2. This Declaration shall bind and inure to the benefit of the parties and their respective personal representative, heirs and assigns.

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

WITNESS:

DECLARANT
SetJo, LLC

David E. Wilkum

By: Stephen E. Thrasher, ^{Trustee} (SEAL)
Stephen E. Thrasher, Trustee
The Stephen Edward and Margaret Joleen
Thrasher Family Trust, a California Trust
Dated 9/15/94

David E. Wilkum

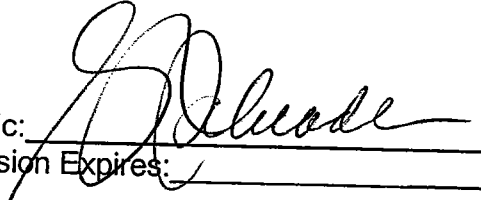
By: Margaret J. Thrasher, ^{Trustee} (SEAL)
Margaret J. Thrasher, Trustee
The Stephen Edward and Margaret Joleen
Thrasher Family Trust, a California Trust
Dated 9/15/94

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2008, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Stephen E. Thrasher, known to me (or satisfactorily proven) to be the party who executed the foregoing Declaration and acknowledged same to be his act and declaration and that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public: _____
My Commission Expires: _____

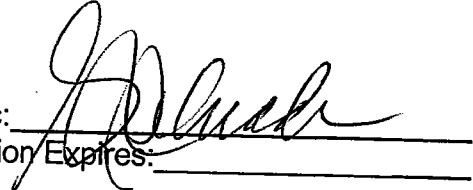


STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2008, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Margaret J. Thrasher, known to me (or satisfactorily proven) to be the party who executed the foregoing Declaration and acknowledged same to be her act and declaration and that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

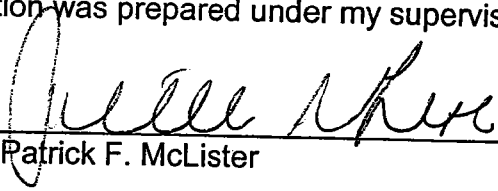
Notary Public: _____
My Commission Expires: _____



Certification

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that this Declaration was prepared under my supervision.

Patrick F. McLister



After Recording,
Return To:

Salisbury & McLister, LLP
100 W Church Street
Frederick, MD 21701