



## Board of Zoning Appeals MEETING AGENDA

Tuesday, August 15, 2023 - 9:00 AM  
Council Chambers, Easton Town Office  
14 S Harrison Street

**1. Call to Order**

**2. Approval of Minutes.**

- a. Approval of the Draft Decision Summary from the May 16, 2023 meeting.

**3. Applications**

- a. **Application:** SE-983 / SE 23-07  
**Applicant:** Enid McKittrick  
**Location:** 116 Goldsborough Street  
Tax Map 103, Grid 0EA, Parcel 1141  
**Zoning District:** R-7A  
**Request:** Special Exception request pursuant to Section 28-1303.5 B of the Zoning Ordinance of the Town of Easton, use (1) 121 in Table 2.1 of Section 28-202 to be utilized as Short-term Housing in the R-7A zoning district. The applicant is seeking to utilize two units on the second floor as a short-term rental.
- b. **Application:** V-984 / V 23-08  
**Applicant:** Nistazos Holdings LLC  
**Location:** 8461 Ocean Gateway - Dunkin Donuts  
Tax Map 102, Grid 000, Parcel 2937, Lot 2  
**Zoning District:** CG  
**Request:** Variance request pursuant to Section 28-1303.5 (C) of the Zoning Ordinance of the Town of Easton, to request a variance from Section 28-1101.7.A.1.c, for the installation of an additional wall-mounted sign on the southern side of the property. The application states that the purpose of the variance request is to

|    |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| c. | <b>Application:</b><br><b>Applicant:</b><br><b>Location:</b> | V-988 / V 23-09<br>MJH Construction, LLC<br>28467 Wedgeway Circle<br>Tax Map 034, Grid 0015, Parcel 0029,<br>Lot 152                                                                                                                                                                                                                                                                                                                                                                                                |
|    | <b>Zoning District:</b><br><b>Request:</b>                   | PUD<br>Variance request pursuant to Section 28-1303.5 (C) of the Zoning Ordinance of the Town of Easton, to obtain a variance from the front and side yard setback requirements as established by the PUD Ordinance for Easton Club. The applicant seeks to construct a new two story single family home that is oriented facing the south side facing Wedgeway Circle with a garage and driveway that is oriented to face Easton Club Drive.                                                                       |
| d. | <b>Application:</b><br><b>Applicant:</b><br><b>Location:</b> | V-926 / V 23-06<br>DMS & Associates, LLC<br>9071 Centreville Road<br>Tax Map 100, Grid 005, Parcel 47, Lots 1-4                                                                                                                                                                                                                                                                                                                                                                                                     |
|    | <b>Zoning District:</b><br><b>Request:</b>                   | BC<br>Variance request pursuant to Section 28-1303.5.C of the Town of Easton Zoning Ordinance, to obtain a variance from from Section 28-1007.2.2.h, the minimum 100' setback for a climate controlled self-storage facility from the right-of-way of a major road as indicated by Section 28-1009. The variance request is to permit development of a new mini warehouse and climate controlled self-storage building in the BC zoning district at less than the required setback from major roads for these uses. |





**Town of Easton Board of Zoning Appeals  
Draft Decision Summary**

Tuesday, May 16, 2022 at 9:00 a.m.

Town Hall Chamber 2  
14 S. Harrison Street, Easton

**Archived video of the meeting is available at:**

**[Town of Easton Agendas and Minutes](http://eastonmd.gov)**  
 **[\(eastonmd.gov\)](http://eastonmd.gov)**

**Attendance:**

Board Members:

Peter Cotter, Chairman  
Gary Molchan, Vice Chairman  
Zakary A. Krebeck

Staff:

Miguel Salinas, Planning and Zoning Director  
Lynn B. Thomas, Town Planner  
Joseph Mayer, Plan Reviewer  
Nicholas Johnson, Planner  
Sharon VanEmburch, Town Attorney  
Samantha Smith, Administrative Specialist

**1. Call to Order**—Chairman Cotter called the meeting to order at 8:59 a.m.

**2. Decision Summary Review**—  
April 18, 2023-

**Vice Chairman Molchan moved to approve the April 18, 2023 Decision Summary.  
Board Member Krebeck seconded the motion.**

|          |                             |
|----------|-----------------------------|
| Vote     | 3-0                         |
| FOR:     | 3- Cotter, Molchan, Krebeck |
| AGAINST: | 0                           |
| ABSTAIN: | 0                           |
| ABSENT:  | 0                           |

**3. Applications** —

**a. Applicant:** Parkway Storage LLC  
**File No.:** V-926  
**Location:** 9071 Centreville Road, Easton, MD 21601  
Tax Map 100, Grid 005, Parcel 47, Lots 1-4  
**Zoning:** BC

**Request:** The applicant has withdrawn their Variance request from the May 18, 2023 Board of Zoning Appeals agenda and will be rescheduled pending the submission of an amended site plan.

**b. Applicant:** Chesapeake Community Development LLC

**File No.:** SE-855

**Agent:** Zachary A. Smith

**Location:** Port Street, Easton, MD 21601  
Tax Map 034, Grid 015, Parcel 0077, Lot 1

**Zoning:** MXW

**Request:** The applicant is requesting two (2) variances from the Mixed Use Waterfront (MXW) Zoning District's architectural dimension requirements. The first variance is from § 28 -312.4.1 (A) which requires a minimum floor to ceiling height of fourteen (14) feet on the ground floor and ten (10) feet on upper stories. The second variance request is from §28-312.4.4. (B) which requires windows and doors to make up at least 50% of the length of the first-floor street frontage and at least 60% of the total surface area of the front façade.

Staff recommend the following condition:

1. Prior to building permit approval, the proposed development shall be evaluated for conformance to all applicable MXW Zoning District requirements, including architectural standards.

**Staff Presentation:**

Nicholas Johnson, Planner

Miguel Salinas, Director of Planning and Zoning

**Applicant Presentation:**

Zachary A. Smith

**Public Comment:**

None

**Chairman Cotter moved to approve the Variance request and to adopt the staff's proposed findings. Board Member Krebeck seconded the motion.**

|             |                             |
|-------------|-----------------------------|
| <u>Vote</u> | <u>3-0</u>                  |
| FOR:        | 3- Cotter, Molchan, Krebeck |
| AGAINST:    | 0                           |
| ABSTAIN:    | 0                           |
| ABSENT:     | 0                           |

4. **Adjournment**– Chairman Cotter motioned to adjourn. Vice Chairman Molchan seconded. The meeting was adjourned at 9:21 a.m.



Town of Easton  
Engineering, Planning and Zoning  
14 South Harrison Street, Easton, MD 21601

# Exhibit 'A'

RECEIVED

JUL 12 2023

TOWN OF EASTON

## Board of Zoning Appeals Application

### Application Type

☐ Variance ☐ Appeal ☒ Special Exception

### Property Information

Address 116 Goldsborough St.  
Tax Map 103 Grid OEA Parcel 1141 Lot  
Deed Reference: Liber Folio  
Plat Reference: Liber Folio  
Existing Use  
Zoning District R-7A  
Historic District Y ☒ N ☐ PRD Y ☐ N ☐

### Owner

Name Enid McKittrick  
Mailing Address 116 Goldsborough St.  
Telephone No. 301-706-6180 Email enidmck@gmail.com

### Applicant or Agent

Name Enid McKittrick  
Mailing Address 116 Goldsborough St.  
Telephone No. 301 706-6180 Email enidmck@gmail.com

### Surveyor / Engineer

Name License No. Expiration Date  
Mailing Address  
Telephone No. Email

### Request Details

Subject to Previous BOZA Application Y ☐ N ☒

Zoning Ordinance Section 28-202 Table 2.1, use (1) 121  
Change From to

Please describe the purpose of the request being made to the Board of Appeals including all information pertinent to said request. Attach a formal letter detailing request.

Requesting permission for short term rental - see attached letter.

- If the applicant is other than the owner, include a letter of certification from the owner.
- Attach five (5) copies of the recorded Deed conveying present ownership of the property.
- Attach five (5) copies of scaled plat sketch or site plan with all dimensions of lot, setbacks, improvements and the distances between any improvements.

- Provide all information related to any restrictions to the property recorded among the Land Records of Talbot County.
- Provide all information related to any restrictions imposed by Homeowner Associations, etc.
- Include any additional information, related to the request being made of the Board of Appeals.
- Fee Payment

***Any modifications during review shall warrant an updated application.***

***I do hereby solemnly declare and affirm that the information provided by this application and the documents attached hereto accurately represent the conditions of the request and that submission of an incomplete application will be returned for correction prior to processing.***

Signature of Applicant or Agent

Date

Printed Name of Applicant or Agent

*Enid McKittrick*  
7/11/23  
Enid McKittrick

*For Office Use Only*

|                    |            |                          |            |
|--------------------|------------|--------------------------|------------|
| Project Number     | SE 23-07   | Fee Received             | \$700.00   |
| Application Number | SE 983     | Application Notification | 07/31/2023 |
| Filing Date        | 07/12/2023 | Property Posting Date    | 07/31/2023 |
| BOZA Hearing Date  | 08/15/2023 | Notice(s) Published      | 07/31/2023 |
| If ESDR, Date      |            |                          |            |

*Revised 2-2019*

# Enid McKitrick

116 Goldsborough St.  
Easton, MD. 21601  
[enidmck@gmail.com](mailto:enidmck@gmail.com)  
(301) 706-6180

July 9, 2023

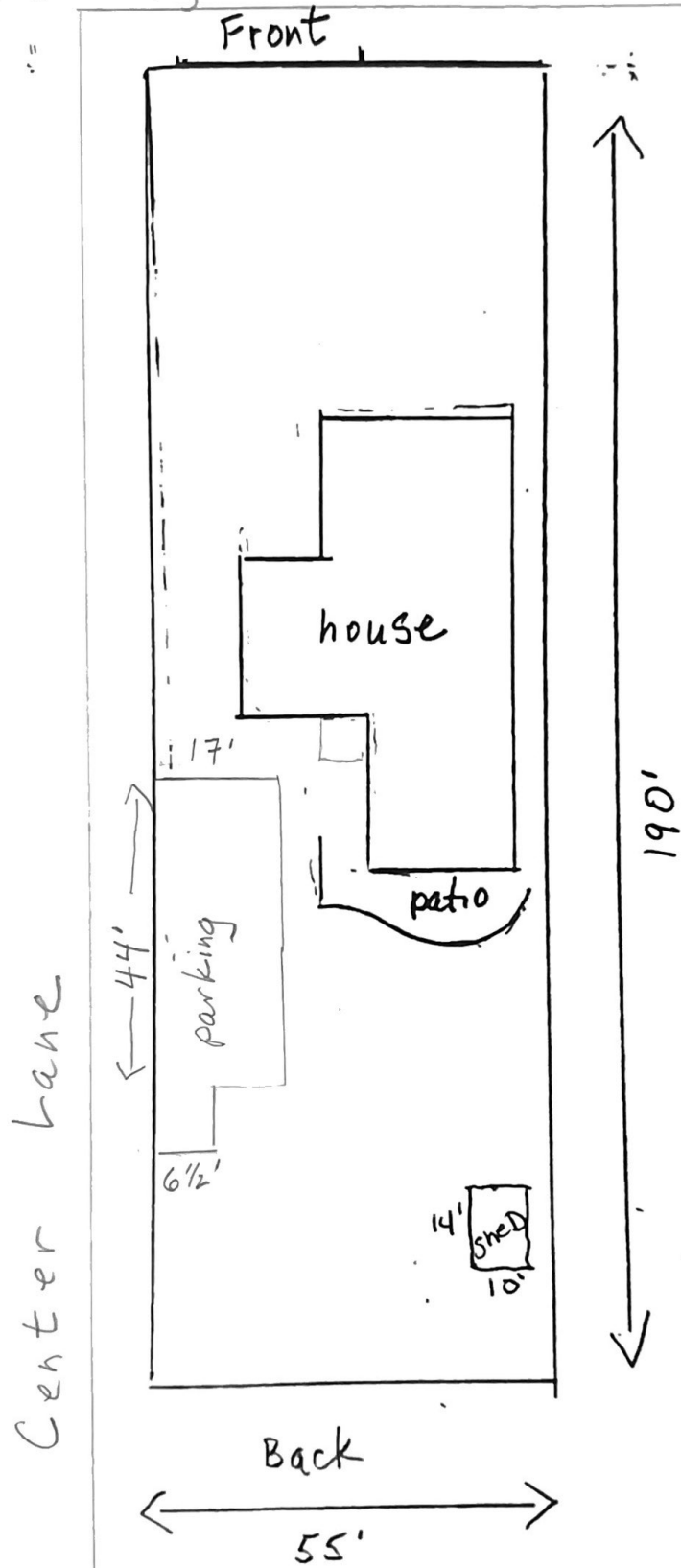
Town of Easton  
Engineering, Planning, and Zoning  
Board of Zoning  
14 South Harrison St.  
Easton, MD. 21601

To the Board:

I have recently purchased the property at 116 Goldsborough St. The house had been divided into four apartments, of which one was occupied by the former owner, one was vacant, and the other two were rented. I have combined the two apartments on the first floor into one apartment and that is my primary residence. One of the other apartments is occupied, and the other is now vacant. I am requesting permission to list the vacant apartment as a short term rental, and when the occupied apartment becomes vacant to list that one as well. There are 4 parking spaces on the property, which I believe meets the requirement for short term rentals. I have reviewed the procedures for applying for a license for short term rentals and am initiating that process as well.

Sincerely yours,

Enid McKitrick



NRETS, LLC dba Endeavor Title  
File No. 23-11212  
Tax ID # 01-011197

**This Deed**, made this 9th day of June, 2023 by and between Patricia Rasmussen and David Rasmussen, Trustees of Patricia Rasmussen Revocable Trust u/a dated July 15, 2009, party of the first part, Grantor; and Enid L. McKitrick, party of the second part, Grantee.

**- Witnesseth -**

That for and in consideration of the sum of SIX HUNDRED NINETY FIVE THOUSAND AND 00/100 (\$695,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor do grant and convey to the said Enid L. McKitrick, her personal representatives, heirs and assigns, in fee simple, all that lot of ground situate in the County of Talbot, State of Maryland and described as follows, that is to say:

SEE ATTACHED EXHIBIT A

Being the same property which by deed dated July 29, 2009, and recorded among the Land Records of Talbot County, Maryland on July 31, 2009, in Liber 1722, in Folio 299, was granted and conveyed by Patricia Howell Rasmussen unto Patricia Rasmussen and David Rasmussen, Trustees of the Patricia Rasmussen Revocable Trust u/a dated July 15, 2009.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Enid L. McKitrick, her personal representatives, heirs and assigns, in fee simple.

And the said party of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

File No 23-11212

Deed - Individual

TALBOT COUNTY FINANCE OFFICE  
RECORDATION TAX  
AMT: 8,340.00  
DATE: 6/21/2023  
INITIALS: SPH  
Prop ID: 01-011194

As Witness the hand and seal of said Grantor, the day and year first above written.

B. Menzel  
Witness

(SEAL) Patricia Rasmussen Revocable Trust u/a dated  
July 15, 2009

By: Patricia Rasmussen (SEAL)  
Patricia Rasmussen, Trustee

By: David Rasmussen (SEAL)  
David Rasmussen, Trustee

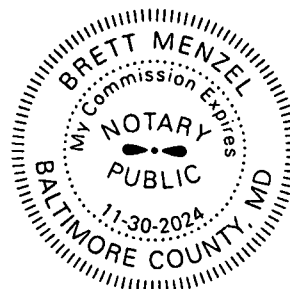
STATE OF MARYLAND  
COUNTY OF , to wit: Talbot

I hereby certify that on the 9 day of June, 2023, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Patricia Rasmussen and David Rasmussen, Trustees of Patricia Rasmussen Revocable Trust u/a dated July 15, 2009, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

B. Menzel  
Signature of Notary Public

My Commission Expires:



THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Jason I. Kabalas (SEAL)  
Jason I. Kabalas, Attorney

AFTER RECORDING, PLEASE RETURN TO:  
NRETS, LLC dba Endeavor Title  
1425 Clarkview Road  
Baltimore, MD 21209

CERTIFICATION IS MADE THAT ALL TAXES  
DUE ON THE PROPERTY INDICATED IN  
THIS DEED HAVE BEEN PAID  
FINANCE OFFICER OF TALBOT COUNTY

File No 23-11212

Deed - Individual

CLAY B. STAMP, FIN. OFFICER

DATE 6/21/2023 CF



**“EXHIBIT A”****LEGAL DESCRIPTION**

ALL that lot of ground at the Southeast intersection of Goldsborough Street and Center Alley in the Town of Easton, Maryland, improved by a large frame dwelling, presently used for offices and living apartments above and known as 116 Goldsborough Street Easton Maryland.

Being further described in Deed dated June 11, 1918 and recorded in Liber CBL 178, folio 442, as follows:

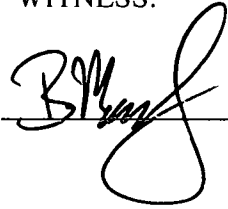
Beginning for the same at the southeast corner of the house formerly occupied by the said Sarah A Carmine, (now deceased), on the West side of Hanson Street in the town of Easton, County and State aforesaid, and running thence westwardly with the said property One hundred and Twenty (120) feet, more or less, to the property of Robert F. Walker; thence in a southerly direction, with the property of the said Robert F. Walker, Forty Five Feet, Six inches (45 ft. 6 in.) to the property of The Easton Milling Company, thence eastwardly with the Easton Milling Company's property, and the property of R. Nutter Marvel, to Hanson Street aforesaid; and thence with the west side of Hanson Street, in a Northerly direction, Forty Five Feet, Six inches (45 ft. 6 in.) to the place of beginning, being the quantity of land therein contained what it may.

## OWNER OCCUPANCY AFFIDAVIT

## Pursuant to Section 13-408 Tax Property Article

Enid L. McKitrick, the Grantee in the within Deed hereby certify under the penalties of perjury, as evidenced by the joinder herein, that the land conveyed in this Deed is residentially improved owner-occupied real property and that the residence will be occupied by me as my principal residence for at least 7 months a 12 month period.

WITNESS:

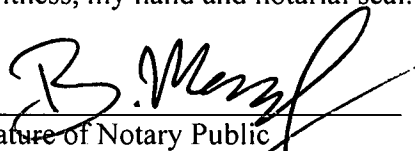


 (SEAL)  
Enid L. McKitrick

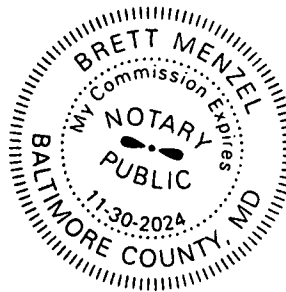
STATE OF MARYLAND  
COUNTY OF , to wit: Talbot

I hereby certify that on the 9 day of June, 2023, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Enid L. McKitrick, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

  
Signature of Notary Public

My Commission Expires:



Owner Occupancy Affidavit

File No.: 23-11212

Page 1 of 1



**Kathleen M. Duvall, Clerk**  
**Circuit Court for Talbot County**  
 11 N. Washington St., Suite 16  
 Easton, Maryland 21601

License and Recording  
 410-822-2611 Ext. 4

LR - Deed (w Taxes)  
 Recording Fee no RT  
 20.00  
 Name:  
 Rasmussen/McKitrick  
 Ref:  
 LR - Deed (with Taxes)  
 Surcharge 40.00  
 LR - Deed State  
 Transfer Tax 3,475.00  
 LR - County Transfer  
 Tax - linked 6,950.00  
 LR - NR Tax - 1kd  
 11,861.48  
 =====  
 SubTotal: 22,346.48  
 =====  
 Total: 22,461.48  
 06/23/2023 11:14  
 CC20-MG  
 #17356307 CC0205 -  
 Talbot  
 County/CC02.05.02 -  
 Register 02

DOCUMENT VALIDATION  
 (excluded from page count)

State of Maryland Land Instrument Intake Sheet

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

Space Reserved for Circuit Court Clerk Recording Validation

|   |                                                                    |                                                                          |                                                             |                                                               |                                                          |
|---|--------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|
| 1 | Type(s)<br>of Instruments                                          | <input type="checkbox"/> Check Box if addendum Intake Form is Attached.) |                                                             |                                                               |                                                          |
|   |                                                                    | <input checked="" type="checkbox"/> Deed                                 | <input type="checkbox"/> Mortgage                           | <input type="checkbox"/> Other _____                          | <input type="checkbox"/> Other _____                     |
|   |                                                                    | <input checked="" type="checkbox"/> Deed of Trust                        | <input type="checkbox"/> Lease                              | <input type="checkbox"/> _____                                | <input type="checkbox"/> _____                           |
| 2 | Conveyance Type<br>Check Box                                       | <input checked="" type="checkbox"/> Improved Sale<br>Arms-Length [1]     | <input type="checkbox"/> Unimproved Sale<br>Arms-Length [2] | <input type="checkbox"/> Multiple Accounts<br>Arms-Length [3] | <input type="checkbox"/> Not an Arms-<br>Length Sale [9] |
| 3 | Tax Exemptions<br>(if applicable)<br><br>Cite or Explain Authority | Recordation                                                              |                                                             |                                                               |                                                          |
|   |                                                                    | State Transfer                                                           |                                                             |                                                               |                                                          |
|   |                                                                    | County Transfer                                                          |                                                             |                                                               |                                                          |

|   |                                          |                              |               |                                                                       |    |
|---|------------------------------------------|------------------------------|---------------|-----------------------------------------------------------------------|----|
| 4 | Consideration<br>and Tax<br>Calculations | Consideration Amount         |               | Finance Office Use Only<br>Transfer and Recordation Tax Consideration |    |
|   |                                          | Purchase Price/Consideration | \$ 695,000.00 | Transfer Tax Consideration                                            | \$ |
|   |                                          | Any New Mortgage             | \$ 556,000.00 | X ( ) % =                                                             | \$ |
|   |                                          | Balance of Existing Mortgage | \$            | Less Exemption Amount -                                               | \$ |
|   |                                          | Other:                       | \$            | Total Transfer Tax =                                                  | \$ |
|   |                                          | Other:                       | \$            | Recordation Tax Consideration                                         | \$ |
|   |                                          | Full Cash Value:             | \$            | X ( ) per \$500 =                                                     | \$ |
|   |                                          | TOTAL DUE                    | \$            |                                                                       |    |

|   |      |                       |             |          |                                                                   |
|---|------|-----------------------|-------------|----------|-------------------------------------------------------------------|
| 5 | Fees | Amount of Fees        | Doc. 1      | Doc. 2   | Agent:<br><br>Tax Bill:<br><br>C.B. Credit:<br><br>Ag. Tax/Other: |
|   |      | Recording Charge      | \$ 60.00    | \$ 60.00 |                                                                   |
|   |      | Surcharge             | \$          | \$       |                                                                   |
|   |      | State Recordation Tax | \$ 8,340.00 | \$       |                                                                   |
|   |      | State Transfer Tax    | \$ 3,475.00 | \$       |                                                                   |
|   |      | County Transfer Tax   | \$ 6,450.00 | \$       |                                                                   |
|   |      | Other                 | \$          | \$       |                                                                   |
|   |      | Other                 | \$          | \$       |                                                                   |

|   |                                                                                                                                                                                                                                                 |                                                                                                                                                                                               |                         |                     |            |              |                         |                              |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------|------------|--------------|-------------------------|------------------------------|
| 6 | Description of<br>Property<br>SDAT requires<br>submission of all<br>applicable information.<br>A maximum of 40<br>characters will be<br>indexed in accordance<br>with the priority cited in<br>Real Property Article<br>Section 3-104(g)(3)(i). | District                                                                                                                                                                                      | Property Tax ID No. (1) | Grantor Liber/Folio | Map        | Parcel No.   | Var. LOG                |                              |
|   |                                                                                                                                                                                                                                                 | 01                                                                                                                                                                                            | 011197                  | 1722 , 299          |            |              |                         | <input type="checkbox"/> (5) |
|   |                                                                                                                                                                                                                                                 | Subdivision Name                                                                                                                                                                              |                         | Lot (3a)            | Block (3b) | Sect/AR (3c) | Plat Ref.               | SqFt/Acreage (4)             |
|   |                                                                                                                                                                                                                                                 |                                                                                                                                                                                               |                         | 116                 |            |              |                         |                              |
|   |                                                                                                                                                                                                                                                 | Location/Address of Property Being Conveyed (2)                                                                                                                                               |                         |                     |            |              |                         |                              |
|   |                                                                                                                                                                                                                                                 | 116 Goldsborough Street, Easton, MD 21601                                                                                                                                                     |                         |                     |            |              |                         |                              |
|   |                                                                                                                                                                                                                                                 | Other Property Identifiers (if applicable)                                                                                                                                                    |                         |                     |            |              | Water Meter Account No. |                              |
|   |                                                                                                                                                                                                                                                 |                                                                                                                                                                                               |                         |                     |            |              |                         |                              |
|   |                                                                                                                                                                                                                                                 | Residential <input checked="" type="checkbox"/> Or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: \$ |                         |                     |            |              |                         |                              |
|   |                                                                                                                                                                                                                                                 | Partial Conveyance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:                                                          |                         |                     |            |              |                         |                              |

|   |                     |                                                           |  |                                                         |  |
|---|---------------------|-----------------------------------------------------------|--|---------------------------------------------------------|--|
| 7 | Transferred<br>From | Doc. 1 – Grantor(s) Name(s)                               |  | Doc. 2 – Grantor(s) Name(s)                             |  |
|   |                     | Patricia Rasmussen Revocable Trust                        |  | Enid L. McKitrick                                       |  |
|   |                     | Doc. 1 – Owner(s) of Record, if Different from Grantor(s) |  | Doc. 2 Owner(s) of Record, if Different from Grantor(s) |  |
|   |                     |                                                           |  |                                                         |  |

|   |                   |                                           |  |                             |  |
|---|-------------------|-------------------------------------------|--|-----------------------------|--|
| 8 | Transferred<br>To | Doc. 1 – Grantee(s) Name(s)               |  | Doc. 2 – Grantee(s) Name(s) |  |
|   |                   | Enid L. McKitrick                         |  | Michael Ridgway, Trustee    |  |
|   |                   | New Owner's (Grantee) Mailing Address     |  |                             |  |
|   |                   | 116 Goldsborough Street, Easton, MD 21601 |  |                             |  |

|   |                              |                                                    |  |                                                    |  |
|---|------------------------------|----------------------------------------------------|--|----------------------------------------------------|--|
| 9 | Other Names<br>to Be Indexed | Doc. 1 – Additional Names to be Indexed (Optional) |  | Doc. 2 – Additional Names to be Indexed (Optional) |  |
|   |                              | Patricia Rasmussen, Trustee                        |  | Coastal Lending Group LLC                          |  |
|   |                              | David Rasmussen, Trustee                           |  |                                                    |  |

|    |                             |                                           |  |                                                                                                  |
|----|-----------------------------|-------------------------------------------|--|--------------------------------------------------------------------------------------------------|
| 10 | Contact/Mail<br>Information | Instrument Submitted By or Contact Person |  | <input checked="" type="checkbox"/> Return to Contact Person                                     |
|    |                             | Name: Recording                           |  | <input type="checkbox"/> Hold for Pickup<br><br><input type="checkbox"/> Return Address Provided |
|    |                             | Firm NRETS, LLC dba Endeavor Title        |  |                                                                                                  |
|    |                             | Address: 1425 Clarkview Road, Suite 800   |  |                                                                                                  |
|    |                             | Baltimore, MD 21209 Phone: (410) 666-3780 |  |                                                                                                  |

|    |                                                                                |                                                                     |                                                                                       |  |
|----|--------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------|--|
| 11 | IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER |                                                                     |                                                                                       |  |
|    | Assessment<br>Information                                                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Will the property being conveyed be the grantee's principal residence?                |  |
|    |                                                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Does the 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 |    |                           |          |                 |         |                        |  |
| Terminal Verification                              |    | Agricultural Verification |          | Whole           |         | Part                   |  |
| Transfer Number                                    |    | Date Received:            |          | Deed Reference: |         | Assigned Property No.: |  |
| Year                                               | 20 | 20                        | Geo.     | Map             | Sub     | Block                  |  |
| Land                                               |    |                           | Zoning   | Grid            | Plat    | Lot                    |  |
| Buildings                                          |    |                           | Use      | Parcel          | Section | Occ. Cd.               |  |
| Total                                              |    |                           | Town Cd. | Ex. St.         | Ex. Cd. |                        |  |

|          |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|
| REMARKS: |  |  |  |  |  |  |  |
|          |  |  |  |  |  |  |  |
|          |  |  |  |  |  |  |  |
|          |  |  |  |  |  |  |  |
|          |  |  |  |  |  |  |  |



**TOWN OF EASTON**  
**PLANNING & ZONING DEPARTMENT**  
P.O. BOX 520  
Easton, Maryland 21601

# Exhibit 'B'

July 17, 2023

**RE: BOZA Application: SE-983 / SE 23-07**  
116 Goldsborough Street  
Tax Map 103, Grid 0EA, Parcel 1141  
Easton, Maryland 21601

Enid McKittrick  
116 Goldsborough Street  
Easton, Maryland 21601

|                             |                |           |
|-----------------------------|----------------|-----------|
| Town of Easton              |                |           |
| R E P R I N T               |                |           |
| *** CUSTOMER RECEIPT ***    |                |           |
| Oper: SMILES                | Type: OC       | Drawer: 1 |
| Date: 7/14/23 01            | Receipt no:    | 1021      |
| Year                        | Number         | Amount    |
| 2023                        | 983            |           |
| PZ                          | PZ - PAYMENTS  | \$700.00  |
| ENID MCKITRICK              |                |           |
| Tender detail               |                |           |
| CK CHECK                    | 1100           | \$700.00  |
| Total tendered              |                | \$700.00  |
| Total payment               |                | \$700.00  |
| Trans date: 7/14/23         | Time: 12:47:49 |           |
| THANK YOU FOR YOUR PAYMENT. |                |           |



# Exhibit 'C'



**Sign posted on July 28, 2023**



# Exhibit 'D'

Date of Hearing: August 15, 2023

## # 3a

**BOARD OF ZONING APPEALS  
PUBLIC HEARING  
STAFF REPORT**

**SUBJECT:** SPECIAL EXCEPTION-983

**ELECTION WARD:** Ward 1

**CRITICAL ACTION DATE:** At the pleasure of the Board.

**STAFF CONTACTS:** Nicholas Johnson - Planner  
Miguel Salinas - Director of Planning and Zoning

**APPLICANT:** Enid McKitrick

**PURPOSE:** The applicant is seeking a special exception to operate two short-term housing units within the R-7A zoning district.

**RECOMMENDATION:**

Staff supports a Board of Zoning Appeals (Board) **approval** of this request with conditions. The Housing Licensing Chapter of the Town Code prohibits more than one short-term rental on any property. The applicant's current request to operate two short-term rentals violates this provision of the Town Code.

|                                                                                    |                                |
|------------------------------------------------------------------------------------|--------------------------------|
| <b>APPLICATION INFORMATION:</b>                                                    |                                |
| <b>APPLICANT:</b><br>Enid McKitrick<br>116 Goldsborough Street<br>Easton MD, 21601 | <b>REPRESENTATIVE:</b><br>Same |
| <b>PARCELS/ACREAGE:</b>                                                            |                                |
| Parcel Information                                                                 | Acreage                        |
| Map 103, Parcel 1141                                                               | 0.24                           |

|                                          |                                             |
|------------------------------------------|---------------------------------------------|
| <b>ACCEPTANCE DATE:</b><br>July 12, 2023 | <b>LOCATION:</b><br>116 Goldsborough Street |
| <b>EXISTING ZONING</b><br>R-7A           | <b>EXISTING LAND USE:</b><br>Residential    |
| <b>HISTORIC DISTRICT:</b><br>Yes         | <b>FUTURE LAND USE:</b><br>Residential      |

**CONTEXT:**

Location/Site Access – The subject property is located at the Corner of Goldsborough Street and Center Lane. Parking is provided through a 45’ x 17’ gravel parking pad accessed from Center Lane.

Existing Conditions – The subject property currently consists of three residential units. The first floor consists of one apartment unit occupied by the property owner. The second dwelling unit is currently rented and the third unit is vacant. A home office use previously existed on the property but has since been converted to a residence.

Surrounding Properties –

|              | <b>Land Use</b> | <b>Zoning District(s)</b> | <b>Future Planned Land Use</b> |
|--------------|-----------------|---------------------------|--------------------------------|
| <b>South</b> | Commercial      | CB                        | Commercial                     |
| <b>East</b>  | Residential     | R-7A                      | Residential                    |
| <b>West</b>  | Commercial      | CB                        | Commercial                     |





**Figure 1: Vicinity Map**

**PROPOSAL:** The applicant is proposing to operate two short-term rental units in addition to the existing owner-occupied residential unit. The property is zoned R-7A which permits short-term housing via the special exception process subject to supplemental standards. The applicant has submitted the following:

- Existing site plan
- Deed

**BACKGROUND:** The subject property currently contains three residential units which are permitted by the Zoning Ordinance per a Zoning Certificate issued by Planning and Zoning on May 2, 2023. The conversion of an existing residential unit to a short-term rental requires a special exception per the Zoning Ordinance's permitted use table. A rental housing license application was filed on March 14, 2023 for two rental units.

Supplemental standards for short-term housing require that these units "comply with the requirements for rental housing units as specified in Chapter 14 of the Town Code" (§28-1007.1(15)). Chapter 14 of the Town Code requires that any structure used for short-term housing



be the principal residence of the property owner or an outbuilding located on the same property (§14-19.1). Chapter 14 also prohibits multiple occupancies of the same property at the same time (§14-19.2) meaning that only one short-term rental unit would be permitted on this property.

**POLICY ANALYSIS (SPECIAL EXCEPTION):**

**a. The proposed use conforms in all aspects to minimum requirements of the district in which it is located;**

**Analysis** – The Zoning Certificate issued by Planning and Zoning on May 2, 2023 confirms that the property is currently in compliance with the Zoning Ordinance. The conversion of one of the three existing residential units to a short-term rental will have no practical impact on the property's compliance with the Zoning Code. The applicant's proposal to convert two dwelling units into short-term housing conflicts with the Town's rental housing requirements which prohibit more than one short-term rental on any property.

**b. The proposed use is not adversely affecting the health, safety, and general welfare of residents of the area;**

**Analysis** – The Town of Easton's rental housing program requires that dwelling units meet the minimum property maintenance standards or building code before a license is issued. Rental units are also subject to inspections by the Code Enforcement Office to verify these units are safe and meet all relevant codes. These requirements protect residents in the area from any possible health, safety, and general welfare effects.

**c. The proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exceptions;**

**Analysis** – Three residential units and a home office have previously operated on this property without any documented issues regarding the provision of public facilities.

**d. The proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;**

**Analysis** – A roughly 750 square-foot gravel parking pad is accessed off of Center Lane providing adequate parking for up to four vehicles. Each of the three residential units requires a minimum number of 0.75 parking spaces and a maximum of 1 parking space.

**e. The proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access;**

**Analysis** – The rental licensing and inspection process will ensure that any short-term housing is safe and will not cause any adverse impacts.



**g. The proposed use shall be in conformity with the provisions of the Easton Comprehensive Plan including those provisions of the Comprehensive Plan relating to design and performance standards for the development or redevelopment of land. In addition to the criteria set forth elsewhere herein when considering an application for additional principal uses upon an approved lot, the proposed additional uses shall be compatible and complementary and uses customarily found near or in conjunction with one another. This provision may not be used to permit shopping centers which are governed by other provisions of this Ordinance.**

**Analysis** – The Comprehensive Plan’s future land use map envisions this property as residential which is consistent with the proposed use. The Plan also supports the creation of different housing choices

**RECOMMENDED CONDITIONS:**

1. This property shall be limited to one (1) short-term housing unit.
2. The applicant shall obtain a rental housing license prior to occupancy of the short-term housing unit.
3. This special exception shall lapse if the property ceases to be the principal residence of the applicant.

**DRAFT MOTIONS:**

1. I move that the Board of Zoning Appeals **approve** Special Exception 983 with the staff’s recommended conditions.

OR

2. I move that the Board of Zoning Appeals deny Special Exception 983 based on the following findings.....

OR

3. I move an alternate motion.



## NOTICE

Notice is hereby given that Application SE-983 / SE-23-07 has been filed pursuant to Section 28-1303.5.B of the Zoning Ordinance of the Town of Easton, to obtain a special exception for use (1) 121 in Table 2.1 of Section 28-202 (Short-term housing) in a R-7A zoning district. The applicant is seeking to utilize two units on the second floor as a short-term rental.

The property is located at 116 Goldsborough Street, Easton, Maryland and is situated in the R-7A – Residential District. The property is owned by Enid McKittrick. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, August 15, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

## EASTON BOARD OF ZONING APPEALS

Notice to Star Democrat: Please publish as indicated above and send Certificate of Publication to Planning and Zoning, Town of Easton, P.O. Box 520, Easton, Maryland 21601, prior to date of hearing.



**APG Media of Chesapeake, LLC**  
**29088 Airpark Drive**  
**Easton, MD 21601**

**07/24/23**

Phone: Fax:  
<http://www.chespub.com>

|                                                 |                                |
|-------------------------------------------------|--------------------------------|
| Cust. AcctID:                                   | Creation Date: <b>07/24/23</b> |
|                                                 | Ad Date: <b>07/30/23</b>       |
|                                                 | Class: <b>10</b>               |
| Name: <b>Joanne Drummer</b>                     | Ad ID:                         |
| Company: <b>TOWN OF EASTON (L)</b>              | Ad Taker: <b>AHALL</b>         |
| Address: <b>PO Box 520</b>                      | Sales Person: <b>503</b>       |
| <b>EASTON, MD 21601</b>                         | Words: <b>168</b>              |
|                                                 | Lines: <b>19</b>               |
| Telephone: <b>(410) 822-2525</b>                | Agate Lines: <b>60</b>         |
| Email:                                          | Depth: <b>2.5</b>              |
| Description: <b>Application SE-983/SE-23-07</b> | Inserts: <b>2</b>              |
|                                                 | Blind Box:                     |

Other Charges:

Total:

Discount:

Paid Amount:

Surcharge:

Credits:

Amount Due:

Bill Depth:

**CREDIT CARD DETAILS**

| PT | CT | CN | Number | Exp. | Amnt. |
|----|----|----|--------|------|-------|
|    |    |    |        |      |       |

| Publication       | Start    | Stop     | Inserts | Cost |
|-------------------|----------|----------|---------|------|
| The Star Democrat | 07/30/23 | 07/30/23 | 1       |      |

**NOTICE**

Notice is hereby given that Application SE-983 / SE-23-07 has been filed pursuant to Section 28-1303.5B of the Zoning Ordinance of the Town of Easton, to obtain a special exception for use (1) 121 in Table 2.1 of Section 28-202 (Short-term housing) in a R-7A zoning district. The applicant is seeking to utilize two units on the second floor as a short-term rental.

The property is located at 116 Goldsborough Street, Easton, Maryland and is situated in the R-7A – Residential District. The property is owned by Enid McKiltrick. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, August 15, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

**EASTON BOARD OF ZONING APPEALS**

3029657 SD 7/30/2023

Ad Note:

Customer Note:

*We Appreciate Your Business!*  
*Thank You Joanne Drummer!*





**TOWN OF EASTON**  
**Planning & Zoning Department**  
14 South Harrison Street  
P.O. Box 520  
Easton, Maryland 21601

**NOTICE OF APPLICATION SUMMARY**  
**2023-08-15**  
**SE-983 / SE 23-07**

**Applicant notified of hearing date:** Email: 2023-07-28 – 18 days

**Exhibit A:** Application – 2023-07-12 – 34 days

**Exhibit B:** Paid Receipt – 2023-07-14 – 32 days

**Exhibit C:** Picture of Property Sign Posting – 2023-07-28 – 18 days

**Exhibit D:** Staff Report – 2023-08-04 – 11 days

**Exhibit E:** Public Advertisement

**Advertisement sent to the Star Democrat:** 2023-7-24 – 22 days

**Advertisement run in Star Democrat:** 2023-07-30 – 16 days

**Exhibit F:** Notices

**Applicant Hearing Letter:** 2023-07-28 – 18 days

**400' Notices Distributed:** 2023-07-31 – 15 days





## TOWN OF EASTON

P.O. Box 520  
Easton, Maryland 21601

July 28, 2023

Ms. Enid McKittrick  
116 Goldsborough Street  
Easton, Maryland 21601

**Re: Application No.: SE-983 / SE 23-07**  
116 Goldsborough Street  
Tax Map 103, Grid 0EA, Parcel 1141  
Easton, Maryland 21601

Ms. McKittrick,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on ***Tuesday, August 15th at 9:00 A. M.*** in the Chambers of the Mayor and Council of Easton. You should appear at the above time and place, together with any witnesses you may care to present and be prepared to submit evidence, which will establish:

1. the proposed use conforms in all aspects to minimum requirements of the district in which it is located;
2. the proposed use is not adversely affecting the health, safety, and general welfare of residents of the area;
3. the proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exception;
4. the proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;
5. the proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access;
6. the proposed use will not adversely affect the established character of the area;
7. the proposed use shall be in conformity with the provisions of the Easton



Comprehensive Plan including those provisions of the Comprehensive Plan relating to design and performance standards for the development or redevelopment of land. In addition to the criteria set forth elsewhere herein when considering an application for additional principal uses upon an approved lot, the proposed additional uses shall be compatible and complementary to uses customarily found near or in conjunction with one another. This provision may not be used to permit shopping centers which are governed by other provisions of this Ordinance.

NOTE: In the event your application pending before the Easton Board of Zoning Appeals requires a recommendation to the Board from the Easton Planning and Zoning Commission, the Appeals Board will not hear your application until it is in receipt of the Planning and Zoning Commission's recommendation. It is your responsibility to see that the recommendation required is before the Board of Zoning Appeals before any evidence is heard.

If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

*Samantha N. Smith*

**Samantha N. Smith**, Administrative Specialist  
Planning and Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)



## TOWN OF EASTON

14 South Harrison Street  
Easton, Maryland 21601

July 31, 2023

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, August 15, 2023 at 9:00 a.m.** in the Easton Town Council Chambers located on the second floor of 14 South Harrison Street. The Town of Easton Zoning Ordinance requires that owners of property located within 400 feet of a parcel on which certain types of applications are pending be given notice of upcoming meetings or hearings. If you are a tenant in or an owner of a multi-unit building, please distribute or post this notice in a visible location for all other tenants or owners to view. If you are a tenant of a rental property, please notify the property owner that this notice letter has been distributed to their property. Notice has also been sent to the Star Democrat, a sign has been posted at the subject property and the hearing agenda has been posted on the Town of Easton website: <http://eastonmd.gov/>.

This letter is sent to inform you that Application SE-983 / SE 23-07 for 116 Goldsborough Street has been filed pursuant to Section 28-1303.5.B of the Zoning Ordinance of the Town of Easton, to obtain a special exception for use (1) 121 in Table 2.1 of Section 28-202 (Short-term housing) in a R-7A zoning district. The applicant is seeking to utilize two units on the second floor as a short-term rental.

Copies of the proposed application are on file and available for public review in the Town's Planning Office at 14 South Harrison Street between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. **In addition, digital copies are also available for review via the Town's website at <https://www.eastonmd.gov/129/Agendas-Minutes>.** If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via e-mail at [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov).

*Samantha N. Smith*

**Samantha N. Smith**, Administrative Specialist  
Planning & Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)



# Exhibit 'A'



**Town of Easton**  
Engineering, Planning and Zoning  
14 South Harrison Street, Easton, MD 21601

RECEIVED

JUL 12 2023

TOWN OF EASTON

## Board of Zoning Appeals Application

### Application Type

☒ Variance ☐ Appeal ☐ Special Exception

### Property Information

Address 8461 Ocean Gateway  
Tax Map 102 Grid      Parcel 2937 Lot 2  
Deed Reference: Liber      Folio       
Plat Reference: Liber      Folio       
Existing Use       
Zoning District       
Historic District Y ☐ N ☐ PRD Y ☐ N ☐

### Owner

Name Nistazos Holdings LLC  
Mailing Address 9919 Golf Course rd Ocean city MD 21842  
Telephone No. 443-693-3625 Email Awarfield001@gmail.com

### Applicant or Agent

Name Andy Warfield  
Mailing Address 9919 Golf Course rd Ocean city MD 21842  
Telephone No. 443-693-3625 Email Awarfield001@gmail.com

### Surveyor / Engineer

Name      License No.      Expiration Date       
Mailing Address       
Telephone No.      Email     

### Request Details

Subject to Previous BOZA Application Y ☐ N ☐

Zoning Ordinance Section       
Change From      to     

Please describe the purpose of the request being made to the Board of Appeals including all information pertinent to said request. Attach a formal letter detailing request.

We want to add an additional sign to the South  
face of our building so traffic traveling North  
can see our signage

- If the applicant is other than the owner, include a letter of certification from the owner.
- Attach five (5) copies of the recorded Deed conveying present ownership of the property.
- Attach five (5) copies of scaled plat sketch or site plan with all dimensions of lot, setbacks, improvements and the distances between any improvements.

- Provide all information related to any restrictions to the property recorded among the Land Records of Talbot County.
- Provide all information related to any restrictions imposed by Homeowner Associations, etc.
- Include any additional information, related to the request being made of the Board of Appeals.
- Fee Payment

***Any modifications during review shall warrant an updated application.***

***I do hereby solemnly declare and affirm that the information provided by this application and the documents attached hereto accurately represent the conditions of the request and that submission of an incomplete application will be returned for correction prior to processing.***

Signature of Applicant or Agent

Date

Printed Name of Applicant or Agent

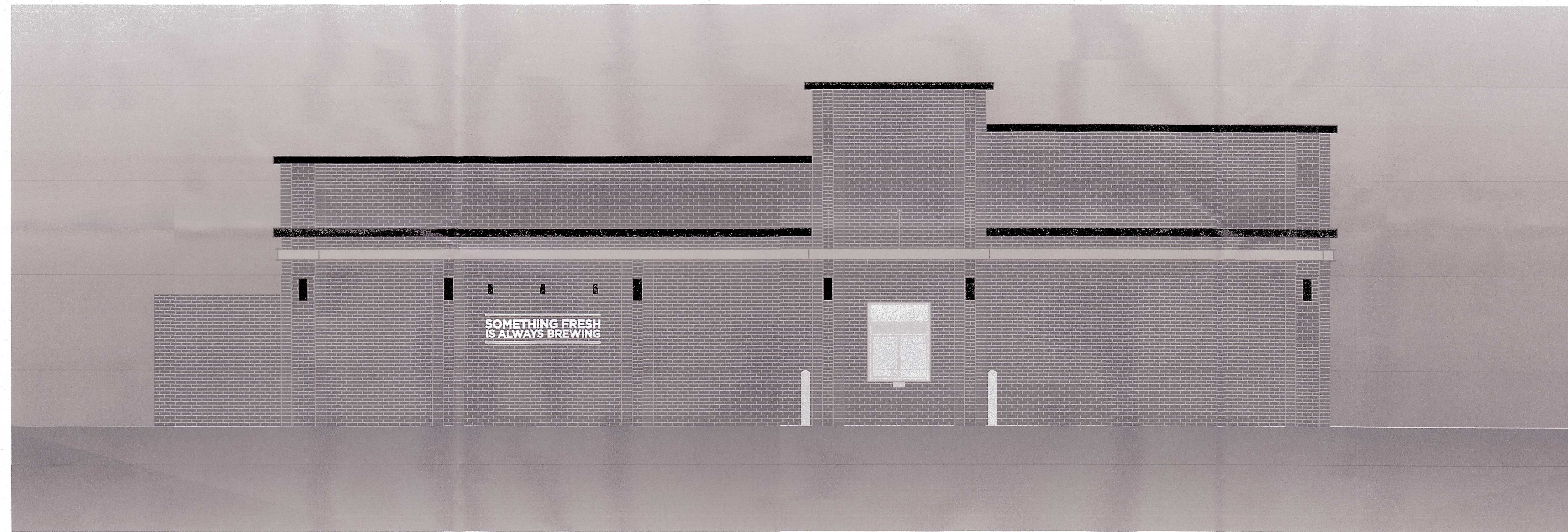
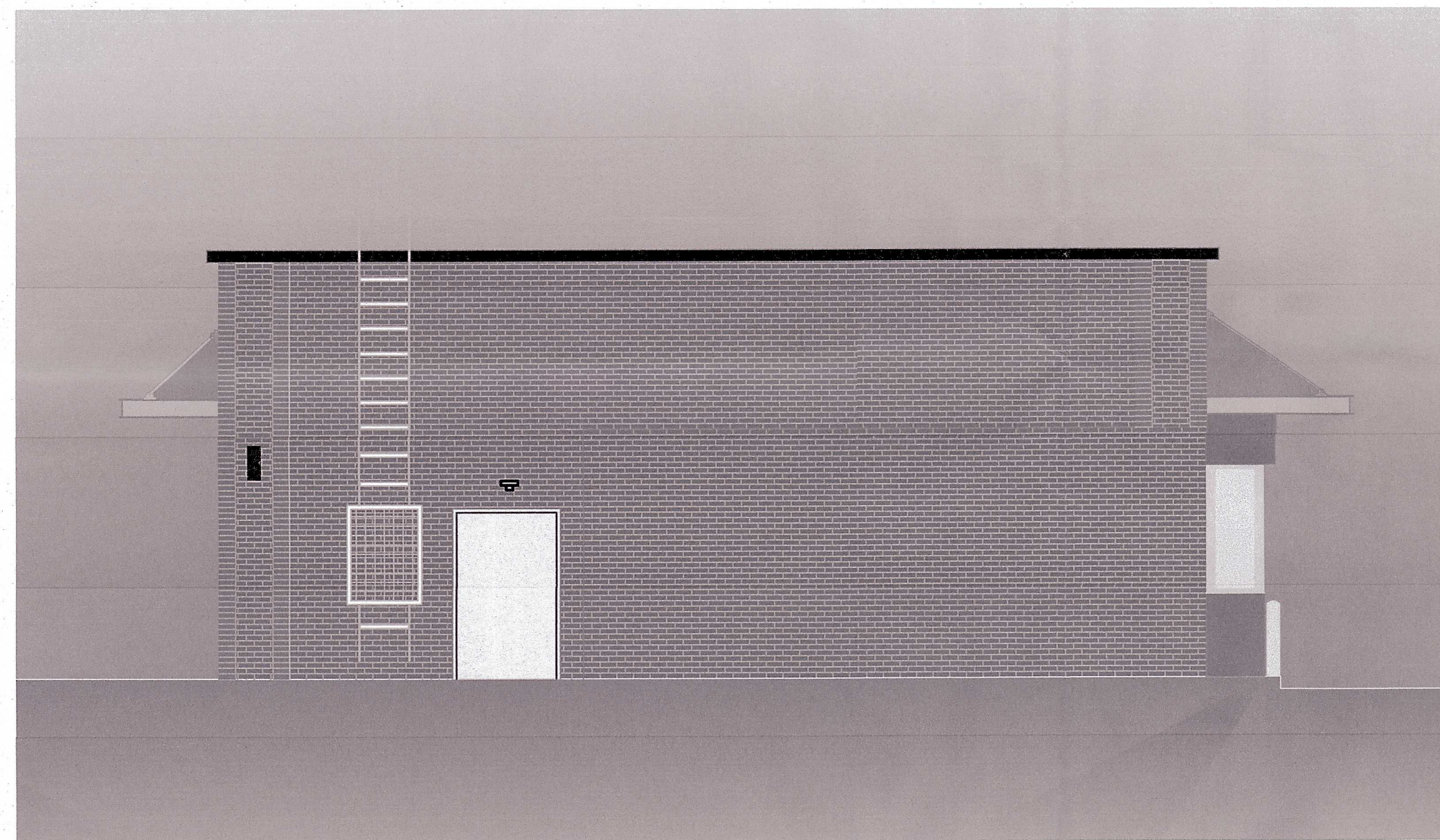
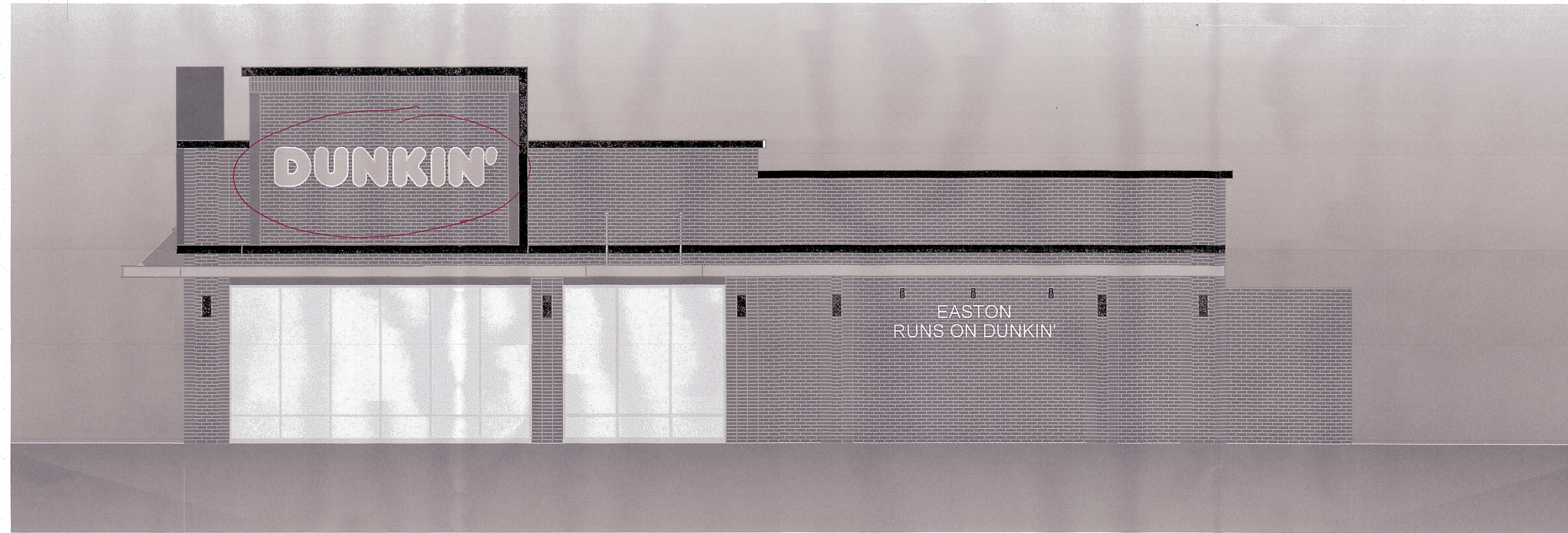
|                                                                                   |
|-----------------------------------------------------------------------------------|
|  |
| 11-17-22                                                                          |
| Andy Warfield                                                                     |

***For Office Use Only***

|                    |            |                          |            |
|--------------------|------------|--------------------------|------------|
| Project Number     | V 23-08    | Fee Received             | \$250.00   |
| Application Number | V-984      | Application Notification | 07/31/2023 |
| Filing Date        | 07/12/2023 | Property Posting Date    | 07/31/2023 |
| BOZA Hearing Date  | 08/15/2023 | Notice(s) Published      | 07/31/2023 |
| If ESDR, Date      |            |                          |            |

*Revised 2-2019*





dukin' brands.

**W.F.HORN**  
**ARCHITECT, INC.**

30093 W. BARRIER REEF BLVD.  
LEWES, DELAWARE  
302-231-2176

PHONE: 302-674-1620

[illegible]

|                             |
|-----------------------------|
| DUNKIN                      |
| EASTON, MARYLAND            |
| EXTERIOR COLOR<br>ELEVATION |
| PC# COOL COLOR PALETTE      |

## R-1.1

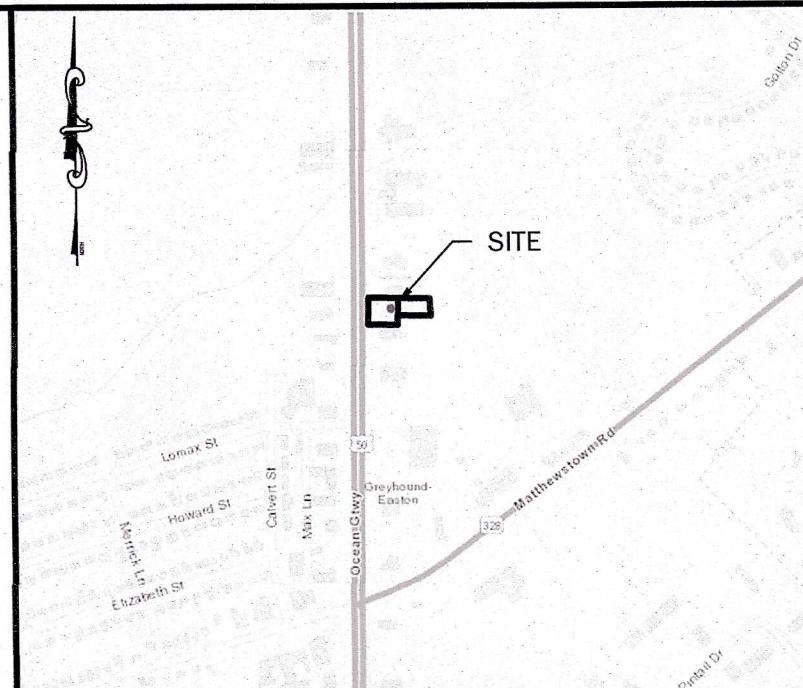
### PROFESSIONAL CERTIFICATION

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED  
BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS  
OF THE STATE OF MARYLAND, LICENSE NUMBER 12319,  
EXPIRATION DATE 1/6/2024.

PRINTED 07/21/2022 - FOR REVIEW

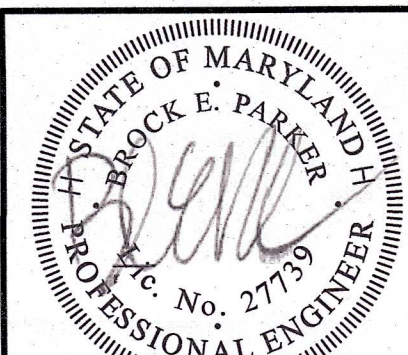


2. SITE ADDRESS: 8461 OCEAN GATEWAY EAST RD 21601
3. VERTICAL DATUM USED: MARYLAND NAVD 83
4. HORIZONTAL DATUM USED: MARYLAND STATE GRID NAD 83
5. DISTURBED / PROPOSED SITE AREA: .85+/- ACRES IN TOWNSHIP OF EASTON, TALBOT COUNTY, MD.
6. NO WETLANDS ARE LOCATED ON THIS SITE.
7. ZONING: CG-GENERAL COMMERCIAL
8. TOTAL AREA OF DISTURBANCE: .80 ± ACRES FOR PARKING AND DRAINAGE, DRIVE THRU MODIFICATION, AND STORMWATER MANAGEMENT MODIFICATION.
9. ON APRIL 20TH, 2022, THE TOWNSHIP OF EASTON BOARD OF SUPERVISORS APPEALS APPROVED THE PROPOSED IMPROVEMENTS AND DRIVE ALLEYS ON A PROPERTY LINE FOR THE PURPOSE OF THE PROPOSED IMPROVEMENTS SHOWN HEREON FIRE LANE LINES AND ACCESS ARE TO BE IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
10. THE PROPERTY SHOWN HEREON LIES ENTIRELY OUTSIDE THE CHESAPEAKE BAY CRITICAL AREA.
11. FOLLOWING INITIAL DISTURBANCE PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN 3 CALENDAR DAYS ON ALL PERMITTER CONTROLS AND SLOPES GREATER THAN 3 TO 1 AND 7 DAYS ON ALL OTHER DISTURBED AREAS ON THE SITE.
12. THIS PROJECT IS SHOW ON F.R.M. COMMUNITY MAP # 191 OF 455 MAPS OF TALBOT COUNTY DATED 08/05/13, LOCATED IN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD FLOODPLAIN.
13. IN THE EVENT THAT AN ERROR, OVERSIGHT, OR OMISSION BY PARTNER & ASSOCIATES HAS BEEN DISCOVERED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CLIENT OR CONTRACTORS SHALL PROVIDE PARKER AND ASSOCIATES AN IMMEDIATE NOTICE IN ORDER TO PROVIDE THE OPPORTUNITY TO IMPLEMENT AN ACCEPTABLE CORRECTIVE ACTION. IF THE CORRECTIVE ACTION IS NOT COMPLETED IMMEDIATELY, IMMEDIATE NOTICE IS NOT PROVIDED BY CLIENT OR CONTRACTOR TO PARKER & ASSOCIATES, THE CLIENT OR CONTRACTOR SHALL RELIEVE PARKER & ASSOCIATES OF ANY LIABILITY THAT MAY ARISE FROM SAID ERROR, OMISSION, OR OVERSIGHT.
14. MISS UTILITY SHALL BE NOTIFIED THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION AT 1-800-282-8555.
15. CONTRACTOR IS TO VERIFY ALL UTILITIES LISTED ON THE PLAN WITH A MINIMUM OF 48 HOURS BEFORE THE START OF ANY WORK ON THIS PROJECTS' UTILTY DATUM PRIOR TO COMMENCING ANY CONSTRUCTION. IF ANY LOCATIONS OR ELEVATIONS OF UTILITIES, BENCHMARKS, EXISTING FACILITIES, OR STRUCTURES DIFFER FROM THAT SHOWN ON THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BY 4:00 PM ON 02/22/2022.
16. THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED BETWEEN THE DRAWINGS AND EXISTING CONDITIONS. ERRORS OR OMISSIONS IN THE CONTRACT DOCUMENTS SHALL BE CORRECTED IMMEDIATELY. ALL DISCREPANCIES SHALL BE RESOLVED PRIOR TO CONTINUATION OF WORK.

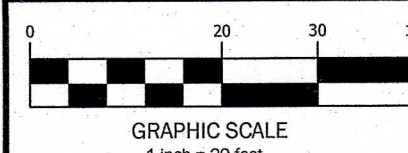


LOCATION MAP 1"=1000

| SHEET INDEX |                                     |
|-------------|-------------------------------------|
| Sheet #     | Sheet Title                         |
| CO-1        | COVERSHEET                          |
| EX-1        | EXISTING CONDITIONS & DEMO          |
| SP-1        | SITE PLAN                           |
| GR-3        | GRADING & EROSION CONTROL PLAN      |
| GR-2        | EROSION CONTROL DETAILS & NOTES     |
| GR-3        | SWM PROFILES & DETAILS              |
| SWM-1       | PRE-DEVELOPMENT DRAINAGE AREA PLAN  |
| SWM-2       | POST DEVELOPMENT DRAINAGE AREA PLAN |
| LS-1        | LANDSCAPING PLAN                    |
| LS-2        | LANDSCAPING DETAILS                 |
| 1 of 1      | PHOTOMETRIC PLAN                    |



CO-1

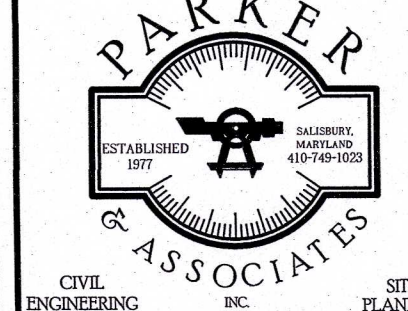
[illegible]

COVERSHEET  
DUNKIN' DONUTS~EASTON

Road Name: Ocean Gateway (RT 50) For: Nistazos Holdings LLC

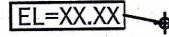
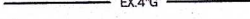
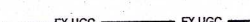
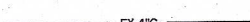
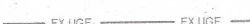
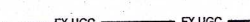
|          |      |           |         |     |      |    |
|----------|------|-----------|---------|-----|------|----|
| 1" = 20' | DATE | 1/11/2022 | TAX MAP | 102 | GRID | 00 |
|----------|------|-----------|---------|-----|------|----|

SURVEYING



1-5 43 00 30 30 PM

### LEGEND

- |                                                                                     |                                                    |
|-------------------------------------------------------------------------------------|----------------------------------------------------|
|  | - DENOTES MONUMENT FOUND                           |
|  | - DENOTES IRON PIPE FOUND                          |
|  | - DENOTES GRADE MARKERS                            |
|  | - DENOTES EXISTING SEWER MANHOLE                   |
|  | - DENOTES EXISTING LIGHTING                        |
|  | - DENOTES EXISTING LIGHTING TO BE REMOVED          |
|  | - DENOTES PROPOSED LIGHTING                        |
|  | - DENOTES PROPOSED INLET                           |
|  | - DENOTES EXISTING EDGE OF PAVEMENT                |
|  | - DENOTES EX. PAVEMENT/CURB/CONCRETE TO BE REMOVED |
|  | - DENOTES EXISTING FENCE                           |
|  | - DENOTES EXISTING FENCE TO BE REMOVED             |
|  | - DENOTES EXISTING PAVEMENT MARKING                |
|  | - DENOTES EXISTING PAVEMENT MARKING TO BE REMOVED  |
|  | - DENOTES PROPOSED PAVEMENT MARKING                |
|  | - DENOTES PROPOSED SWM FACILITY                    |
|  | - DENOTES PROPOSED BUILDING                        |
|  | - DENOTES EXISTING PROPERTY LINE                   |
|  | - DENOTES EXISTING CONTOURS                        |
|  | - DENOTES EXISTING SWALE CENTERLINE                |
|  | - DENOTES EXISTING ROAD CENTERLINE                 |
|  | - DENOTES PROPOSED EDGE OF PAVEMENT                |
|  | - DENOTES PROPOSED CURB                            |
|  | - DENOTES EXISTING BUILDING                        |
|  | - DENOTES PROPOSED STORM DRAIN                     |
|  | - DENOTES SILT FENCE/LIMIT OF DISTURBANCE          |
|  | - DENOTES EXISTING STORM DRAIN                     |
|  | - DENOTES EXISTING SEWER LINE                      |
|  | - DENOTES EXISTING GAS MAIN                        |
|  | - DENOTES EXISTING UNDERGROUND ELECTRIC            |
|  | - DENOTES EXISTING WATER MAIN                      |
|  | - DENOTES EXISTING UNDERGROUND CABLE               |
|  | - DENOTES EXISTING OVERHEAD ELECTRIC               |
|  | - DENOTES PROPOSED ESDV MEDIA                      |
|  | - DENOTES EXISTING PAVING                          |
|  | - DENOTES EXISTING PAVING TO BE REMOVED            |
|  | - DENOTES PROPOSED PAVING                          |
|  | - DENOTES PROPOSED CONCRETE                        |

# OCEAN GATEWAY

150' R/W  
NORTH BOUND LANES

## LAND USE SUMMARY

|                            |                               |
|----------------------------|-------------------------------|
| EXISTING                   |                               |
| AREA LOT 1                 | = 21,700.00 ± SQ. FT.         |
| AREA LOT 2                 | = 15,046.00 ± SQ. FT.         |
| TOTAL AREA                 | = 36,746.00 ± SQ. FT.         |
|                            |                               |
| EXISTING IMPERVIOUS        | = 19,031.09 ± SQ. FT. = 51.8% |
| PROPOSED                   |                               |
| PROPOSED PAVING            | = 9,702 SQ. FT                |
| EXISTING PAVING REMOVED    | = 2,616 SQ. FT                |
| PROPOSED BUILDING ADDITION | = 609 SQ. FT                  |
| EXISTING BUILDING REMOVED  | = 373 SQ. FT                  |
|                            |                               |
| TOTAL PROPOSED IMPERVIOUS  | = 26,773 SQ. FT               |

## PARKING TABULATION

FAST FOOD RESTAURANT - 1 SPACE PER 50 SQ.FT.,  
PLUS 5 STACKING SPACES PER DRIVE-THRU WINDOW  
(REQUIRED PARKING 60 SPACES, 5 STACKING)

|                              |                       |                    |
|------------------------------|-----------------------|--------------------|
|                              | <u>EXISTING</u>       |                    |
| EXISTING PARKING             |                       | = 29 SPACES        |
| EXISTING STACKING            |                       | = 11 SPACES        |
|                              | <u>PROPOSED</u>       |                    |
| PROPOSED ADDITIONAL PARKING  |                       | = 5 SPACES         |
| PROPOSED ADDITIONAL STACKING |                       | = 20 SPACES        |
|                              |                       |                    |
|                              | <u>TOTAL PARKING</u>  | <u>= 34 SPACES</u> |
|                              | <u>TOTAL STACKING</u> | <u>= 31 SPACES</u> |

COMPREHENSIVE PLAN DESIGN PRINCIPALS RESPONSE NARRATIVE

PRINCIPAL #1 - INTEGRATED USES ARE DESIRABLE - THIS PROJECT IS A COMMERCIAL SITE OF WHICH PARKING IS BEING EXPANDED ONLY. THEREFORE N/A.

PRINCIPAL #2 - NATURAL FEATURES SHOULD DETERMINE DESIGN - THIS REVISION TO THE EXISTING SITE MAINTAINS EXISTING FLOW PATTERNS AND THE ULTIMATE STORMWATER DISCHARGE POINT.

PRINCIPAL #3 - AUTOMOBILES SHOULD NOT DETERMINE DESIGN - THE PROPOSED PARKING ADDITION IS FOR AN EXISTING COMMERCIAL USE THAT IS HEAVILY RELIANT ON VEHICLE TRAFFIC. THE PARKING ADDITION IS PROPOSED TO BE BEHIND THE EXISTING STRUCTURE AND WILL BE MODERATELY SCREENED BY SAME. ADDITIONALLY, THE ADJACENT PROPERTIES ARE ZONED AND CONSTRUCTED AS COMMERCIAL.

PRINCIPAL #4 - AMPLE COMMUNITY OPEN SPACE - N/A ; INTENDED FOR RESIDENTIAL PROJECTS.

PRINCIPAL #5 - ARCHITECTURE SHOULD RESPECT EASTON'S HISTORICAL DEVELOPMENT - THE PROPOSED IMPROVEMENTS SHOWN HEREON DO NOT INCLUDED ANY ARCHITECTURE BASED IMPROVEMENTS.

PRINCIPAL #6 - SIGNS SHOULD INFORM BUT NOT DOMINATE - ALL SITE SIGNAGE IS TO REMAIN AS EXISTING.

PRINCIPAL #7 - NEIGHBORHOODS SHOULD CONTAIN A DIVERSITY OF HOUSING TYPES - N/A;  
INTENDED FOR RESIDENTIAL PROJECTS

PRINCIPAL #8 - RESIDENTIAL NEIGHBORHOODS SHOULD BE IN INTERESTING PLACES - N/A  
INTENDED FOR RESIDENTIAL PROJECTS

PRINCIPAL #9 - NEIGHBORHOODS SHOULD CONNECT - N/A

PLAN APPROVED BY TALBOT SOIL CONSERVATION DISTRICT  
THE FOLLOWING ITEMS HAVE BEEN ADDRESSED TO MEET THE REQUIREMENTS OF THE  
GENERAL PERMIT FOR STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY.  
1 UTILIZATION OF ENVIRONMENTAL SITE DESIGN.

1. UTILIZATION OF ENVIRONMENTAL SITE DESIGN.
2. MAINTENANCE OF LIMITS OF DISTURBANCE TO PROTECT NATURAL AREAS
3. CONTROL OF CONSTRUCTION EQUIPMENT AND VEHICLES
4. EVALUATION AND APPROPRIATE LIMITATIONS OF SITE CLEARING
5. EVALUATION AND DESIGNATION OF SITE AREA FOR PHASING
6. IDENTIFICATION OF SOILS AT HIGH RISK FOR EROSION AND ADVANCED STABILIZATION TECHNIQUES TO BE USED
7. IDENTIFICATION OF STEEP SLOPES AND DESIGNATION OF LIMITS ON CLEARING THEM
8. EVALUATION AND DESIGNATION OF STABILIZATION REQUIREMENTS AND TIME LIMITS AND PROTECTION MEASURES FOR DISCHARGES INTO THE CHESAPEAKE BAY AND IMPAIRED WATERS OR WATERS WITH AN ESTABLISHED TOTAL MAXIMUM DAILY LOAD (TMDL).

BY: CHAMON SMITH DISTRICT MANAGER

NOTE: THE TALBOT CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, DELETE, MODIFY, OR OTHERWISE ALTER THE EROSION CONTROL PROVISIONS OF THIS PLAN IN THE EVENT ADDITIONAL PROTECTION BECOMES NECESSARY.

## OWNER'S/DEVELOPER CERTIFICATION

I HEREBY CERTIFY THAT THIS IMPROVEMENTS CONSTRUCTION PLAN IS BEING SUBMITTED TO ME WITH MY FULL KNOWLEDGE AND CONSENT AND IS IN ACCORDANCE WITH MY DESIRES AS AN OWNER OF THE SUBJECT PROPERTY AND THAT ALL THE DEVELOPMENT AND/OR CONSTRUCTION SHALL BE DONE ACCORDING TO THIS PLAN OF EROSION AND SEDIMENT CONTROL.

NISTAZOS HOLDINGS LLC  
C/O NICK NISTAZOS  
9919 GOLF COURSE ROAD  
OCEAN CITY , MD 21842  
PHONE: 410-520-0447  
NNISTAZOS@AOL.COM

1. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR OR SUBCONTRACTOR TO NOTIFY THE ENGINEER OF ANY DEVIATION FROM THIS PLAN. ANY CHANGE MADE IN THIS PLAN WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER WILL PLACE RESPONSIBILITY FOR SAID CHANGE ON THE CONTRACTOR OR SUBCONTRACTOR.
2. ANY RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATE OF ATTENDANCE AT THE DEPARTMENT OF ENVIRONMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF EROSION AND SEDIMENT BEFORE BEGINNING THE PROJECT.

---

PROFESSIONAL CERTIFICATION

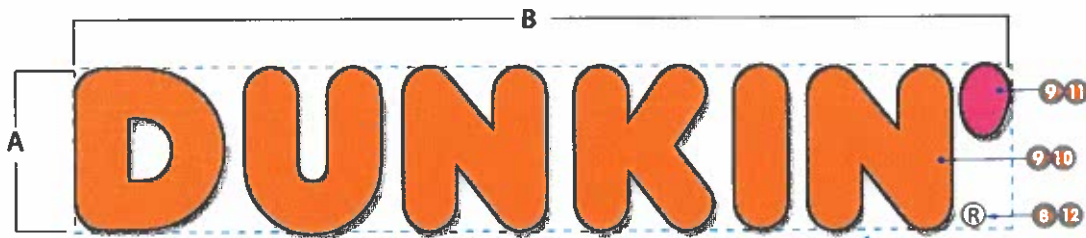
HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 27739, EXPIRATION DATE: JULY 24, 2022 AND A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 21193, EXPIRATION DATE: JANUARY 25, 2022.

  
BROCK E. PARKER P.E., R.L.S.  
528 RIVERSIDE DRIVE  
SALISBURY, MARYLAND 21801  
PHONE: (410) 749-1023 FAX: (410) 749-1012  
EMAIL: BROCK@PARKERANDASSOCIATES.ORG

1/11/2022  
DATE

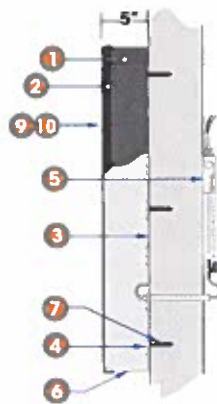
1/11/2022  
DATE





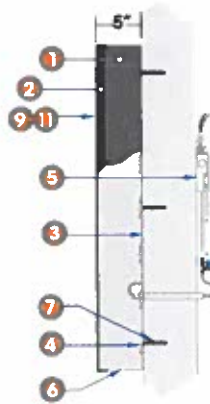
DUNKIN' LED ILLUM'D CHANNEL LETTERS

BOXED SQ. FT.



ORANGE DUNKIN' LETTER SECTION

SCALE: NTS



MAGENTA APOSTROPHE SECTION

SCALE: NTS

#### CHANNEL LETTER SPECIFICATIONS

| NO. | DESCRIPTION                                          |
|-----|------------------------------------------------------|
| 1   | .050 x 5"D ALUM. RETURNS PAINTED PMS 7540C DARK GRAY |
| 2   | 1" BLACK TRIMCAP                                     |
| 3   | .063 ALUMINUM BACKS                                  |
| 4   | WHITE LED ILLUMINATION AS REQUIRED                   |
| 5   | REMOTE POWER SUPPLIES AS REQUIRED                    |
| 6   | WEEP HOLES AS REQUIRED                               |
| 7   | MOUNTING HARDWARE AS DETERMINED BY SITE CONDITIONS   |
| 8   | .063 ALUMINUM DISK PTD. WHITE (REGISTER 'R')         |
| 9   | 3/16" #2447 WHITE ACRYLIC FACES                      |
| 10  | 3M 3630-3123 ORANGE TRANSLUCENT VINYL (1ST SURFACE)  |
| 11  | 3M 3630-1379 MAGENTA TRANSLUCENT VINYL (1ST SURFACE) |
| 12  | 3M 7725-41 DARK GRAY OPAQUE FILM (1ST SURFACE)       |

#### NOTES:

- Letter interiors painted reflective white
- U.L. listed
- LED's to be populated for even and consistent lighting w/out hot spots or shadows

#### DUNKIN' CHANNEL LETTER STANDARD SIZES

| DISPLAY HEIGHT | DISPLAY LENGTH | ELECTRICAL                  | BOXED SQUARE FOOTAGE | ACTUAL SQUARE FOOTAGE |
|----------------|----------------|-----------------------------|----------------------|-----------------------|
| A              | B              |                             |                      |                       |
| 18"            | 8'-6"          | (1) 20 AMP/120 VOLT CIRCUIT | 12.75                | 9.31                  |
| 24"            | 11'-4"         | (1) 20 AMP/120 VOLT CIRCUIT | 22.67                | 16.56                 |
| 30"            | 14'-2"         | (1) 20 AMP/120 VOLT CIRCUIT | 35.42                | 25.87                 |



**Everbrite**

Everbrite LLC  
4949 S 110th Street, Greenfield, WI 53220  
Phone: 414-529-3500 • Fax: 414-529-7191  
Website: [www.everbrite.com](http://www.everbrite.com)

Part No: **tbd**

Description: **DD-BS-01 LED ILLUM'D CHANNEL LETTERS, FLUSH MTD.**

Project No: **399115**

Date: **01/11/19**

Drawn By: **CH**

**DUNKIN'**





**TOWN OF EASTON**  
**PLANNING & ZONING DEPARTMENT**  
P.O. BOX 520  
Easton, Maryland 21601

# Exhibit 'B'

July 18, 2023

**Re: BOZA Application V-984 / V 23-08**  
8461 Ocean Gateway - Dunkin' Donuts  
Tax Map 102, Parcel 2937, Lot 2  
Easton, Maryland 21601

Nistazos Holdings LLC  
% Andy Warfield  
9199 Golf Course Road  
Ocean City, Maryland 21842

```
Town of Easton
R E P R I N T
*** CUSTOMER RECEIPT ***
Oper: CKAHANE      Type: OC  Drawer: 1
Date: 7/12/23 01   Receipt no: 662

  Year  Number      Amount
  2023   984
PZ      PZ - PAYMENTS      $250.00
SVFEE    CSTP - SEVRICE FEE    $6.25

Tender detail
50 OTC PZ PAYME      $250.00
50 OTC PZ PAYME      $6.25
Total tendered      $256.25
Total payment      $256.25

Trans date: 7/12/23   Time: 10:06:10
THANK YOU FOR YOUR PAYMENT.
```



# Exhibit 'C'



Sign posted on July 28, 2023



# Exhibit 'D'

Date of Hearing: August 15, 2023

## # 3b

### BOARD OF ZONING APPEALS PUBLIC HEARING STAFF REPORT

**SUBJECT:** **VARIANCE-984**

**ELECTION WARD:** Ward 2

**CRITICAL ACTION DATE:** At the pleasure of the Board.

**STAFF CONTACTS:** Nicholas Johnson - Planner  
Miguel Salinas - Director of Planning and Zoning

**APPLICANT:** Andy Warfield on behalf of Nistazos Holdings LLC

**PURPOSE:** The applicant is seeking a variance from §28-1101.7.A.1(c) of the Town's Zoning Ordinance to permit two (2) wall mounted signs on a property with one street frontage. This property has forty (40) linear feet of street frontage entitling it to forty (40) square feet of wall signage. The proposed signage totals just over 66 square feet in area.

**RECOMMENDATION:**

Staff supports a Board of Zoning Appeals (Board) **denial** of this request. The granting of this variance would clearly contradict the intent of the Zoning Ordinance's signage regulations which is to allow appropriately sized signage. Wall signage is permitted by the Zoning Ordinance at a size that is proportional to the building's street frontage for this very reason. There are no demonstrated peculiarities associated with this lot that would require extra wall signage. The Board may also consider approval of the variance request conditioned upon bringing the existing freestanding sign into conformity with the Zoning Ordinance (See Outstanding Issues).

---

| APPLICATION INFORMATION:                                                            |                                |
|-------------------------------------------------------------------------------------|--------------------------------|
| <b>APPLICANT:</b><br>Andy Warfield<br>9919 Golf Course Road<br>Ocean City MD, 21842 | <b>REPRESENTATIVE:</b><br>Same |



| <b>PARCELS/ACREAGE:</b>                  |                                         |
|------------------------------------------|-----------------------------------------|
| Parcel Information                       | Acreage                                 |
| Map 102, Parcel 2937                     | 0.50                                    |
| <b>ACCEPTANCE DATE:</b><br>July 12, 2023 | <b>LOCATION:</b><br>8461 Ocean Gateway  |
| <b>EXISTING ZONING</b><br>CG             | <b>EXISTING LAND USE:</b><br>Commercial |
| <b>HISTORIC DISTRICT:</b><br>No          | <b>FUTURE LAND USE:</b><br>Commercial   |

**CONTEXT:**

Location/Site Access – The subject property is located on Ocean Gateway north of the Matthewstown Road intersection and is accessed via a singular driveway on Ocean Gateway.

Existing Conditions – The subject property contains the existing 2,808 square foot commercial structure, drive through infrastructure, parking, and landscaping.

Surrounding Properties –

|              | <b>Land Use</b> | <b>Zoning District(s)</b> | <b>Future Planned Land Use</b> |
|--------------|-----------------|---------------------------|--------------------------------|
| <b>South</b> | Commercial      | CG                        | Commercial                     |
| <b>North</b> | Commercial      | CG                        | Commercial                     |



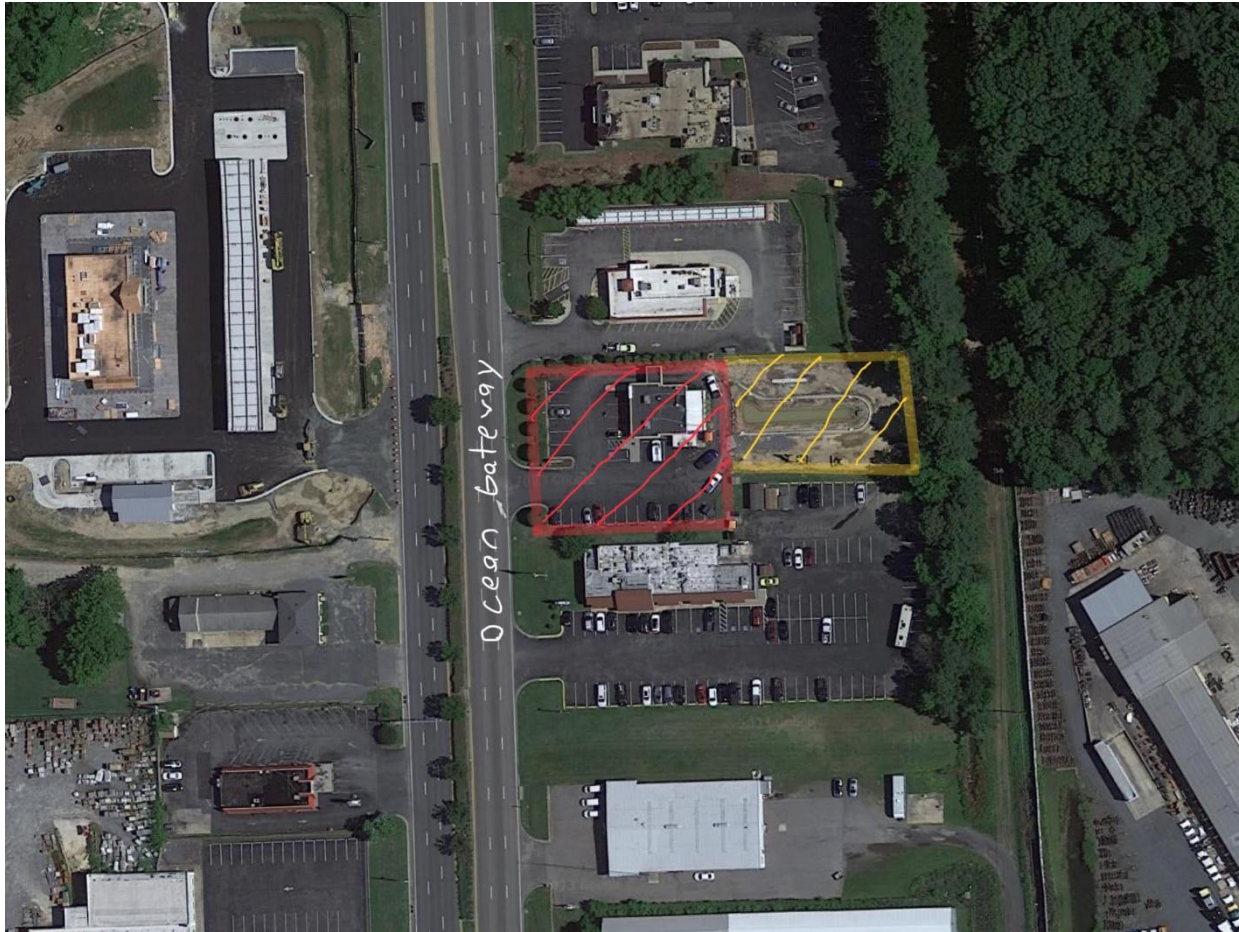


Figure 1: Vicinity Map

**PROPOSAL:** The applicant is proposing to install two internally lit wall mounted signs on the south and western facades. Building permits that were submitted for the project show the western facing sign being 43.58 square feet and the southern facing sign being 22.67 square feet. The applicant has submitted the following information:

- Site plan
- Conceptual signage elevations
- Deed

**BACKGROUND:** This property recently overwent extension renovations including an exterior remodel and drive through infrastructure improvements. The final site plan for these improvements (Figure 2) was approved by the Town on February 18, 2022.



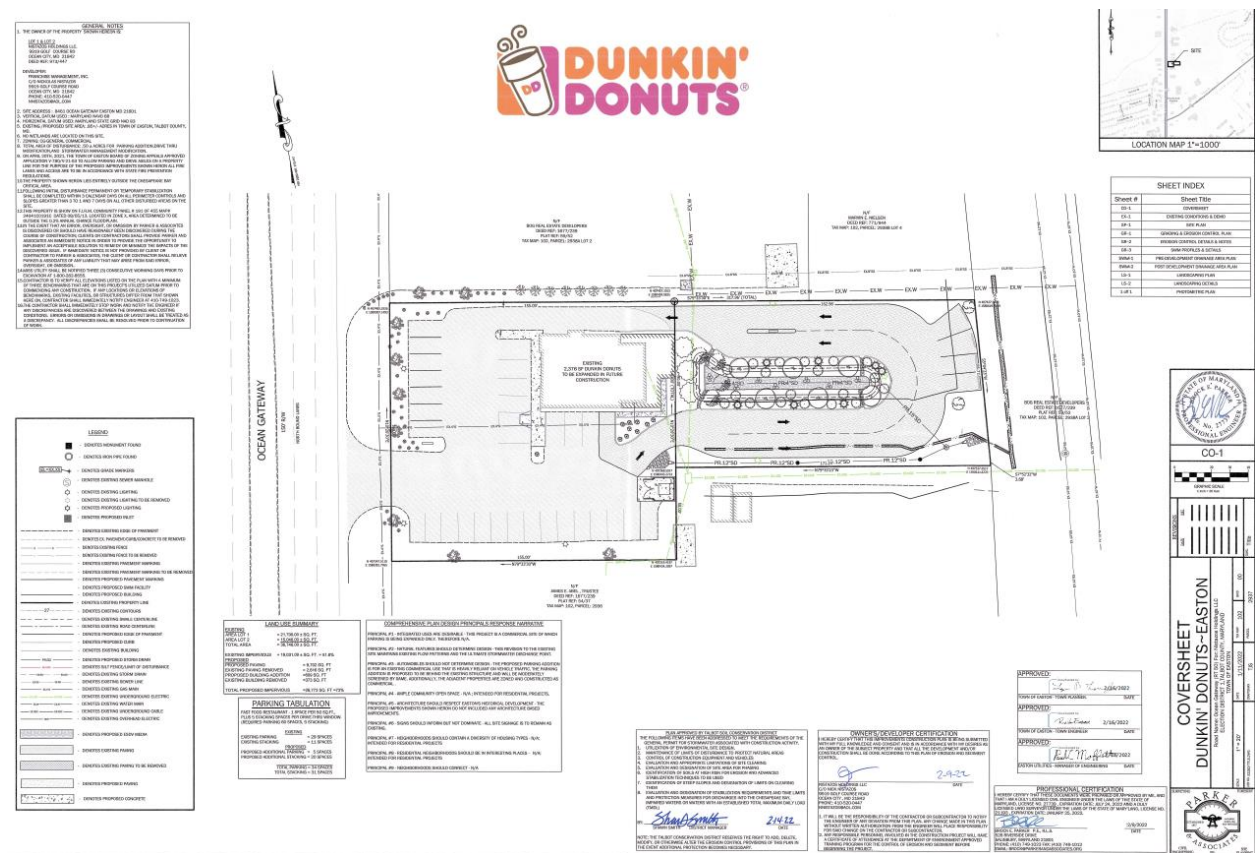


Figure 2 Signed Site Plans

This project appeared before the Board of Zoning Appeals on May 10, 2021 and received a setback variance to locate parking spaces on the property line. On November 18, 2021 the Planning Commission granted a parking waiver contingent upon the applicant's submittal of a signage application. The applicant subsequently submitted a signage application on October 14, 2022. Staff informed the applicant that a variance would be required due to the square footage of proposed signage exceeding that which is permitted by the Zoning Ordinance.

**OUTSTANDING ISSUE:**

The existing freestanding sign is considered non-conforming in regards to its height and base type. The maximum permitted height for freestanding signs per 28-1101.7.B is 10 feet. Also, the Zoning Ordinance requires that freestanding signs be placed on a "continuous base that is at least as horizontal width of the sign it supports." The existing sign is well over 10 feet in height and the existing support violates the continuous base requirement. Bringing this sign into conformity would reduce the visual impact that these properties signs have on Ocean Gateway. This would offset the effects of the proposed second wall sign.





*Figure 3: Existing Signage*

**POLICY ANALYSIS (VARIANCE):**

- a. **Granting the application: (i) will not be contrary to the public interest, (ii) will be in harmony with the purpose and intent of the Ordinance and (iii) will not be injurious to the neighborhood or otherwise detrimental to the public welfare;**

**Analysis** – One of the purpose statements found in the Article 11 (Sign Regulations) of the Zoning Ordinance states that the ordinance is intended to “To protect and enhance the small-town character of Easton by requiring new and replacement signage which is appropriately sized for its context” (§28-1101.1.D(6)). The area requirements for wall mounted signage were created precisely for this purpose and require wall signs to be sized proportionally to the building’s frontage. Allowing signage that goes above this threshold contradicts the purpose statement referenced above. It is in the public’s interest to prohibit excessive signage due to the negative aesthetic effect that inappropriately sized signs can have.

- b. **Owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.**

**Analysis** – This lot has no peculiarities that affect the installation of wall signage. The store has 40 feet of frontage permitting 40 square feet of wall signage. It also has a large non-conforming



freestanding sign providing visibility from East and West bound Ocean Gateway. This property has one street frontage which is common for businesses fronting Ocean Gateway and many other businesses only have one wall sign. No practical difficulty is being imposed upon the applicant with a literal enforcement of the Zoning Ordinance because even without the additional signage, the business is still visible from the only public right-of-way it is served by.

**DRAFT MOTIONS:**

1. I move that the Board of Zoning Appeals **deny** Variance 984 based on the staff's findings.

OR

2. I move that the Board of Zoning Appeals approve Variance 984 as submitted.

OR

3. I move an alternate motion.



# Exhibit 'E'

THE STAR DEMOCRAT - ONE TIME - SUNDAY, JULY 30, 2023

## NOTICE

Notice is hereby given that Nistazos Holdings LLC has filed Application V-984 / V 23-08, pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-1101.7.A.1.c, for the installation of an additional wall-mounted sign on the southern side of the property. The application states that the purpose of the variance request is to improve visibility to northbound traffic on Ocean Gateway.

The property is located at 8461 Ocean Gateway, Easton, Maryland and is situated in the CG – Commercial General District. The property is owned by Nistazos Holdings LLC. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, August 15, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

## EASTON BOARD OF ZONING APPEALS

Notice to Star Democrat: Please publish as indicated above and send Certificate of Publication to Planning and Zoning, Town of Easton, P.O. Box 520, Easton, Maryland 21601, prior to date of hearing.



**APG Media of Chesapeake, LLC**  
**29088 Airpark Drive**  
**Easton, MD 21601**

**07/24/23**

Phone: Fax:  
<http://www.chespub.com>

|                                               |                                |
|-----------------------------------------------|--------------------------------|
| Cust. AcctID:                                 | Creation Date: <b>07/24/23</b> |
|                                               | Ad Date: <b>07/30/23</b>       |
|                                               | Class: <b>10</b>               |
| Name: <b>Joanne Drummer</b>                   | Ad ID:                         |
| Company: <b>TOWN OF EASTON (L)</b>            | Ad Taker: <b>AHALL</b>         |
| Address: <b>PO Box 520</b>                    | Sales Person: <b>503</b>       |
| <b>EASTON, MD 21601</b>                       | Words: <b>177</b>              |
|                                               | Lines: <b>20</b>               |
| Telephone: <b>(410) 822-2525</b>              | Agate Lines: <b>60</b>         |
| Email:                                        | Depth: <b>2.5</b>              |
| Description: <b>Application V-984/V 23-08</b> | Inserts: <b>2</b>              |
|                                               | Blind Box:                     |

Other Charges:

Total:

Discount:

Paid Amount:

Surcharge:

Credits:

Amount Due:

Bill Depth:

**CREDIT CARD DETAILS**

| PT | CT | CN | Number | Exp. | Amnt. |
|----|----|----|--------|------|-------|
|    |    |    |        |      |       |

| Publication       | Start    | Stop     | Inserts | Cost |
|-------------------|----------|----------|---------|------|
| The Star Democrat | 07/30/23 | 07/30/23 | 1       |      |

**NOTICE**

Notice is hereby given that Nistazos Holdings LLC has filed Application V-984 / V 23-08, pursuant to Section 28-1303.5 C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-1101.7.A.1.c, for the installation of an additional wall-mounted sign on the southern side of the property. The application states that the purpose of the variance request is to improve visibility to northbound traffic on Ocean Gateway.

The property is located at 8461 Ocean Gateway, Easton, Maryland and is situated in the CG - Commercial General District. The property is owned by Nistazos Holdings LLC. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, August 15, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

EASTON BOARD OF ZONING APPEALS  
 3029661 SD 7/30/2023

Ad Note:

Customer Note:

*We Appreciate Your Business!*  
*Thank You Joanne Drummer!*





## **TOWN OF EASTON**

### **Planning & Zoning Department**

14 South Harrison Street

P.O. Box 520

Easton, Maryland 21601

### **NOTICE OF APPLICATION SUMMARY**

**2023-08-15**

**V-984 / V 23-08**

**Applicant notified of hearing date:** Email: 2023-07-28 – 18 days

**Exhibit A:** Application – 2023-07-12 – 34 days

**Exhibit B:** Paid Receipt – 2023-07-12 – 34 days

**Exhibit C:** Picture of Property Sign Posting – 2023-07-28 – 18 days

**Exhibit D:** Staff Report – 2023-08-04 – 11 days

**Exhibit E:** Public Advertisement

**Advertisement sent to the Star Democrat:** 2023-7-24 – 22 days

**Advertisement run in Star Democrat:** 2023-07-30 – 16 days

**Exhibit F:** Notices

**Applicant Hearing Letter:** 2023-07-28 – 18 days

**400' Notices Distributed:** 2023-07-31 – 15 days





## TOWN OF EASTON

P.O. Box 520  
Easton, Maryland 21601

July 28, 2023

Nistazos Holdings LLC  
% Andy Warfield  
9919 Golf Course Road  
Ocean City, Maryland 21842

**Re: BOZA Application V-984 / V 23-08**  
8461 Ocean Gateway - Dunkin' Donuts  
Tax Map 102, Parcel 2937, Lot 2  
Easton, Maryland, 21601

Mr. Warfield,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on ***Tuesday, August 15th at 9:00 A. M.*** in the Chambers of the Mayor and Council of Easton. You should appear at the above time and place, together with any witnesses you may care to present and be prepared to submit evidence, which will establish:

1. That granting the application will not be contrary to the public interest;
2. that granting the application will be in harmony with the purpose and intent of the Ordinance;
3. that granting the application will not be injurious to the neighborhood or otherwise detrimental to the public welfare;
4. that owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.

Please be prepared to answer the four listed items above at the time of the Hearing. If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

*Samantha N. Smith*

**Samantha N. Smith**, Administrative Specialist  
Planning and Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)





## TOWN OF EASTON

14 South Harrison Street  
Easton, Maryland 21601

July 31, 2023

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, August 15, 2023 at 9:00 a.m.** in the Easton Town Council Chambers located on the second floor of 14 South Harrison Street. The Town of Easton Zoning Ordinance requires that owners of property located within 400 feet of a parcel on which certain types of applications are pending be given notice of upcoming meetings or hearings. If you are a tenant in or an owner of a multi-unit building, please distribute or post this notice in a visible location for all other tenants or owners to view. If you are a tenant of a rental property, please notify the property owner that this notice letter has been distributed to their property. Notice has also been sent to the Star Democrat, a sign has been posted at the subject property and the hearing agenda has been posted on the Town of Easton website: <http://eastonmd.gov/>.

This letter is sent to inform you that Nistazos Holdings LLC has filed application V-984 / V 23-08, pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-1101.7.A.1.c, for the installation of an additional wall-mounted sign on the southern side of the property located at 8461 Ocean Gateway. The application states that the purpose of the variance request is to improve visibility to northbound traffic on Ocean Gateway.

Copies of the proposed application are on file and available for public review in the Town's Planning Office at 14 South Harrison Street between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. **In addition, digital copies are also available for review via the Town's website at <https://www.eastonmd.gov/129/Agendas-Minutes>.** If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via e-mail at [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov).

*Samantha N. Smith*

**Samantha N. Smith**, Administrative Specialist  
Planning & Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)



# Exhibit 'A'



**Town of Easton**  
Engineering, Planning and Zoning  
14 South Harrison Street, Easton, MD 21601

**RECEIVED**

**JUL 17 2023**

**TOWN OF EASTON**

## Board of Zoning Appeals Application

### Application Type

☒ Variance ☐ Appeal ☐ Special Exception

### Property Information

Address 28467 Wedgeway Circle, Easton, Md. 21601  
Tax Map 0034 Grid 0015 Parcel 0029 Lot 152  
Deed Reference: Liber 03046 Folio 00180  
Plat Reference: Liber 3 Folio 19EE-20EE  
Existing Use Residential  
Zoning District PUD  
Historic District Y ☐ N ☒ PRD Y ☐ N ☒

### Owner

Name Norris A. King, Jr. and Harriette V. King  
Mailing Address 7462 Inspira Dr. Unit 4105, Naples, FL 34113  
Telephone No. 703-929-5631 Email kinglonnie@msn.com

### Applicant or Agent

Name Michael J. Harkowa, MJH Construction, LLC  
Mailing Address 8648 Commerce Dr., Suite 900, Easton, Md. 21601  
Telephone No. 410-829-4800 Email mike@mjhconstruction.com

### Surveyor / Engineer

Name Andrews Land Surveying License No. 21644 Expiration Date 12/22/2023  
Mailing Address 3490 Prchal Road, Preston, MD 21655  
Telephone No. 410-820-5112 Email kwa1976@goeaston.net

### Request Details

Subject to Previous BOZA Application Y ☐ N ☒

Zoning Ordinance Section   
Change From  to

Please describe the purpose of the request being made to the Board of Appeals including all information pertinent to said request. Attach a formal letter detailing request.

Request a variance to extend the proposed house and garage outside the building restriction setbacks on the South side of the lot facing Easton Club Drive.

Building envelope is odd shaped and does not allow for the house to be set parallel to the road without encroaching on the building restriction line.

- If the applicant is other than the owner, include a letter of certification from the owner.
- Attach five (5) copies of the recorded Deed conveying present ownership of the property.
- Attach five (5) copies of scaled plat sketch or site plan with all dimensions of lot, setbacks, improvements and the distances between any improvements.

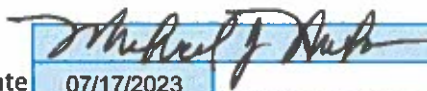


- Provide all information related to any restrictions to the property recorded among the Land Records of Talbot County.
- Provide all information related to any restrictions imposed by Homeowner Associations, etc.
- Include any additional information, related to the request being made of the Board of Appeals.
- Fee Payment

***Any modifications during review shall warrant an updated application.***

***I do hereby solemnly declare and affirm that the information provided by this application and the documents attached hereto accurately represent the conditions of the request and that submission of an incomplete application will be returned for correction prior to processing.***

Signature of Applicant or Agent



Date 07/17/2023

Printed Name of Applicant or Agent

Michael J. Harkowa, MJH Construction, LLC

***For Office Use Only***

|                    |            |                          |            |
|--------------------|------------|--------------------------|------------|
| Project Number     | V 23-09    | Fee Received             | \$200.00   |
| Application Number | V-988      | Application Notification | 07/31/2023 |
| Filing Date        | 07/17/2023 | Property Posting Date    | 07/31/2023 |
| BOZA Hearing Date  | 08/15/2023 | Notice(s) Published      | 07/31/2023 |
| If ESDR, Date      |            |                          |            |

*Revised 2-2019*





MJH Construction, LLC  
8648 Commerce Dr., Suite 900, Easton, MD 21601  
Phone 410-690-8955  
info@mjhconstruction.com  
MHIC# 51251 MHBR# 7833

July 14, 2023

Town of Easton  
Engineering, Planning and Zoning  
14 South Harrison Street  
Easton, MD 21601

Attn: Board of Zoning Appeals

Re: Lot 152 Easton Club  
28467 Wedgeway Circle  
Easton, MD 21601

Dear Board of Zoning Appeals:

The purpose of this letter is to request a variance from the Town of Easton Zoning Code related to the construction of a new two story single-family home extending outside the building setback on the south side of the above referenced property.

The existing building lot, located on the corner of Wedgeway Circle and Easton Club Drive is an irregular, pie shaped lot (3 sides) and has a 30-foot setback on the two sides adjacent to the roads. The shape and size of the building envelope does not allow for the proposed house to fit within the building setbacks and be oriented facing Wedgeway Circle or Easton Club Drive.

Mr. & Mrs. King, the owners of the lot, propose orienting the house facing Wedgeway Circle with the garage and driveway on the Easton Club Drive side of the lot. The right (south) side of the garage would extend beyond the 30-foot building set back, approximately 2'-6" on the front corner and 8'-2" at the rear corner of the garage toward Easton Club Drive. This orientation makes the front of the house line as parallel as possible to Wedgeway Circle, keeping its orientation uniform with the surrounding homes.

I hope you agree that the proposed house orientation would be aesthetically appropriate for the continuity of the surrounding neighborhood. Please do not hesitate to contact me with any questions at 410-690-8955 or by email at [mike@mjhconstruction.com](mailto:mike@mjhconstruction.com). Thank you for your time and consideration regarding our request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael J. Harkowa', is written over a horizontal line.

Michael J. Harkowa  
President  
MJH Construction, LLC



**NORRIS A. KING, JR.  
7462 INSPIRA DR., UNIT 4105  
NAPLES, FLORIDA 34113**

July 14, 2023

Town of Easton  
Engineering, Planning, and Zoning  
14 South Harrison St.  
Easton, Md. 21601  
Re: Lot 152  
28467 Wedgeway Circle  
Easton, Md. 21601

Dear Sirs:

Please accept this letter as my request to have Michael J. Harkowa, MJH Construction, to be my Agent in any matters before you relative to the above-referenced property.

Thank you for your consideration in this matter.

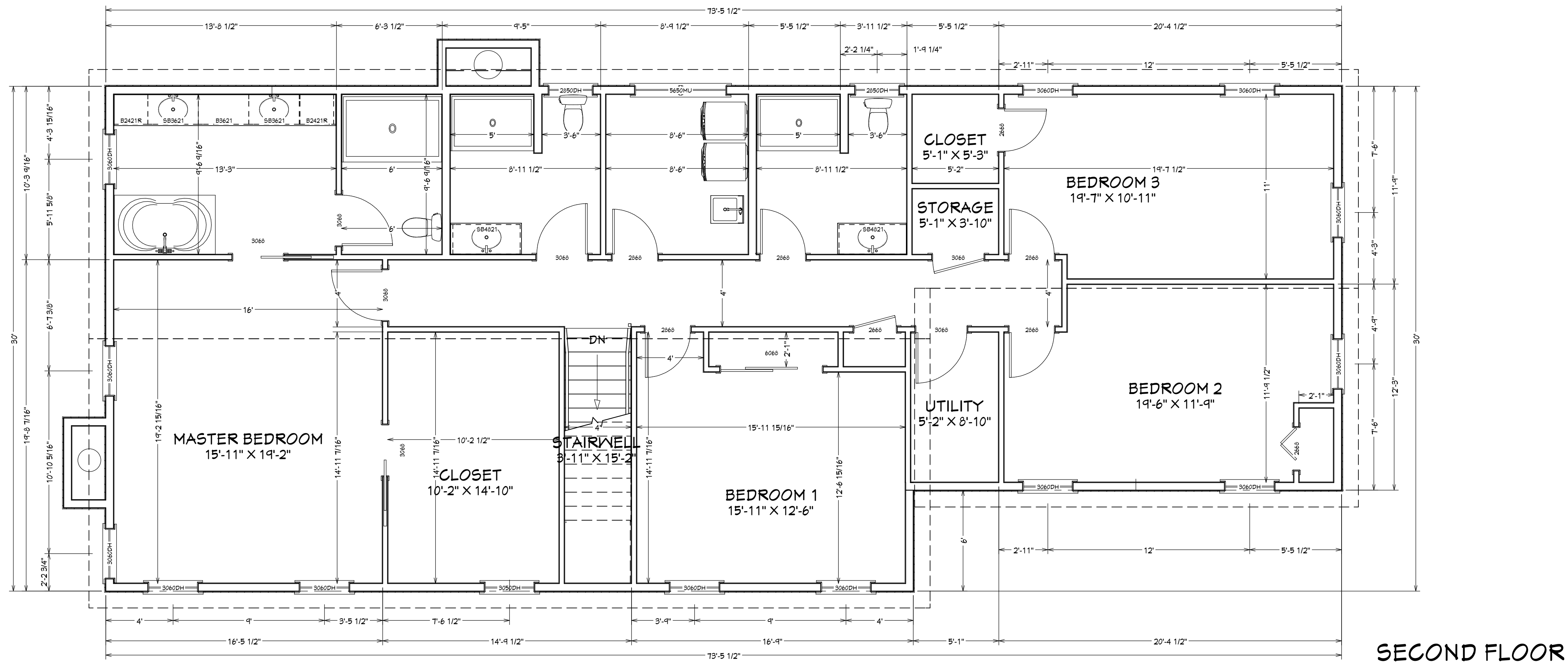
Sincerely,

  
Norris A. King, Owner



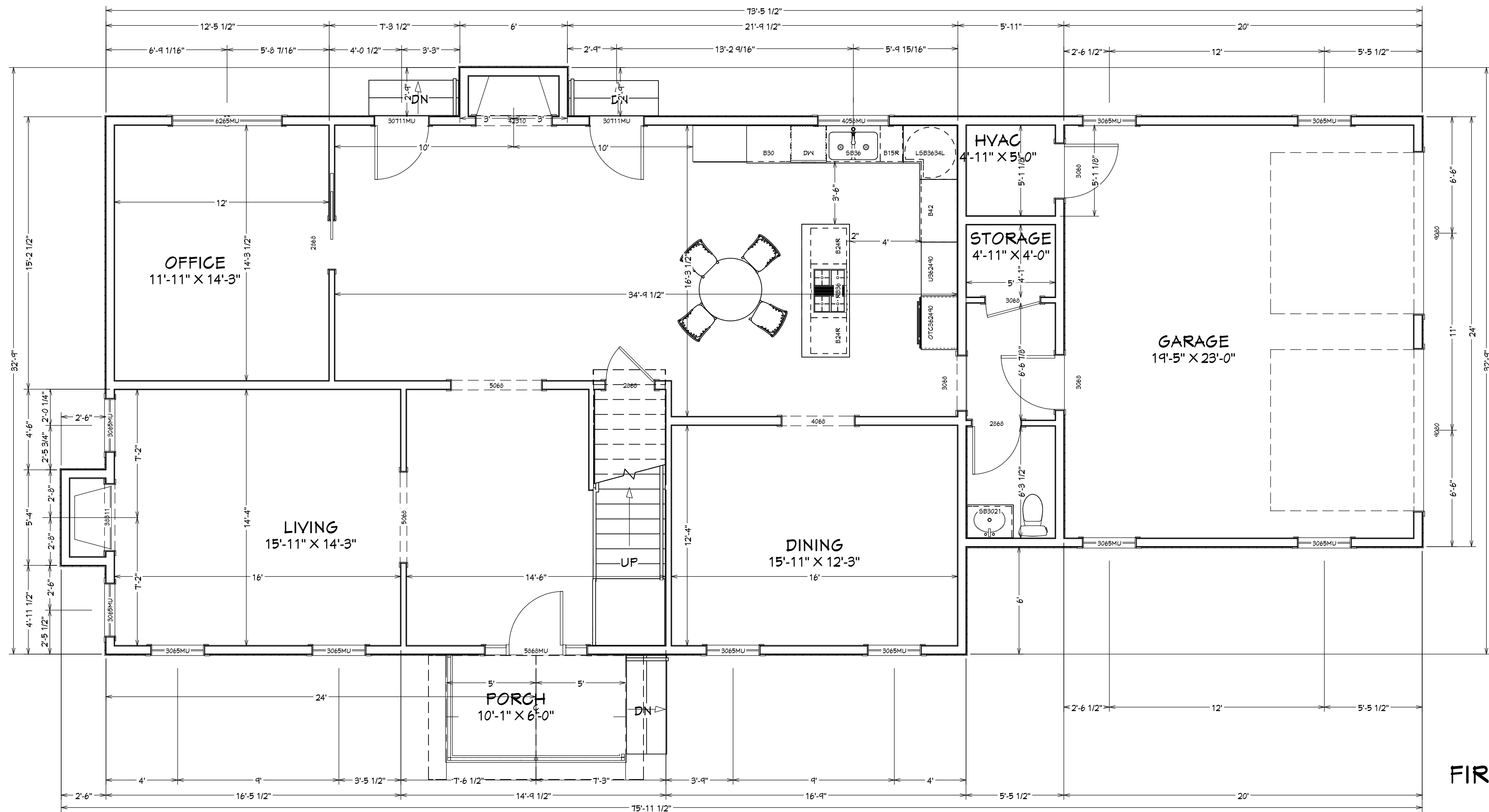






SECOND FLOOR

LIVING AREA  
2018 SQ FT



FIRST FLOOR

LIVING AREA  
1601 SQ FT

DESIGN DRAWINGS NOT FOR CONSTRUCTION



Design - Build  
Remodel  
mjhconstruction.com

MJH Construction, LLC  
MICHAEL J. HARKOWA  
28448 Commerce Drive, Suite 400  
Easton, MD 21601  
410.690.9455  
mike@mjhconstruction.com  
MHC # 51251 MHB # 1033

King Residence  
28467 Wedgeway Circle  
Easton, MD 21601  
Lot 152 Easton Club

June 14, 2023  
SCALE 1/4"= 1'-0"  
SHEET:

1 of 3





LEFT SIDE ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION

DESIGN DRAWINGS NOT FOR CONSTRUCTION



Design - Build  
Remodel  
mjhconstruction.com

MJH Construction, LLC  
MICHAEL J. HARKOWA  
8648 Commerce Drive, Suite 900  
Easton, MD 21601  
410.690.9455  
mike@mjhconstruction.com  
MHC # 51251 MHB# # 7033

**King Residence**  
28467 Wedgeway Circle  
Easton, MD 21601  
Lot 152 Easton Club

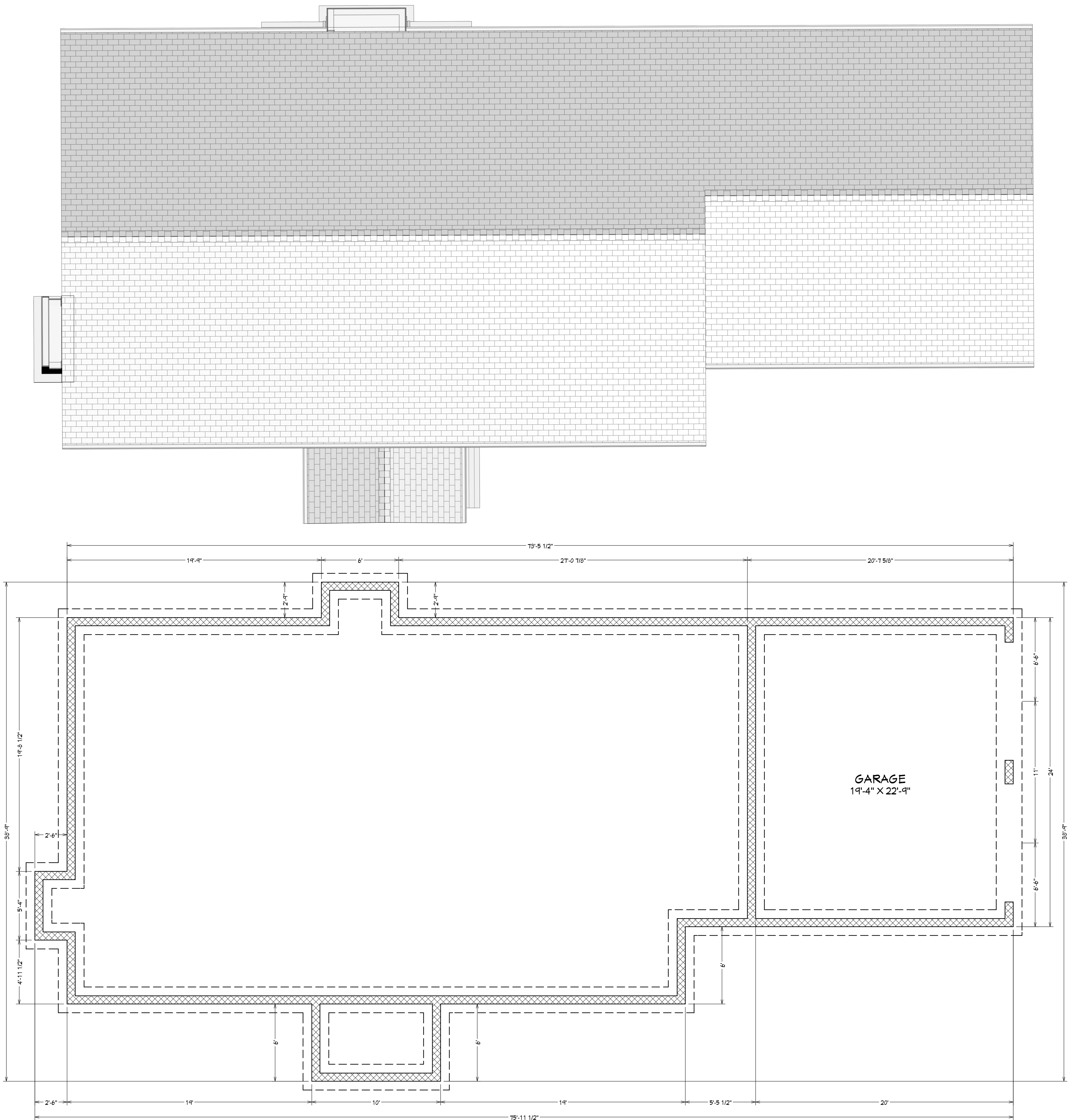
June 14, 2023

SCALE 1/4"= 1'-0"

SHEET:

2 of 3





FOUNDATION PLAN DESIGN DRAWINGS NOT FOR CONSTRUCTION



Design - Build  
Remodel  
mjhconstruction.com

MJH Construction, LLC  
MICHAEL J. HARKOWA  
8648 Commerce Drive, Suite 900  
Easton, MD 21601  
410.690.9455  
mike@mjhconstruction.com  
MHC # 51251 MHB # 1033

King Residence  
28467 Wedgeway Circle  
Easton, MD 21601  
Lot 152 Easton Club

June 14, 2023  
  
  
  
  
SCALE 1/4"= 1'-0"  
SHEET:



Certification is made that all taxes due on the property indicated in this deed have been paid.  
Finance Office of Talbot County  
Clay B. Stamp Fin. Officer  
CL 05/01/2023

BOOK: 3046 PAGE: 180

Talbot County Finance Office  
Recordation Tax \$1,080.00  
PK 05/01/2023  
Prop ID: 01-081314

|                       |            |
|-----------------------|------------|
| Talbot County Cir Crt |            |
| IMP FD SURE           | \$40.00    |
| RECORDING FEE         | \$20.00    |
| TR TAX STATE          | \$450.00   |
| TR TAX CTY            | \$900.00   |
| TOTAL                 | \$1,410.00 |
| KMD CV                |            |
| May 01, 2023          | 01:54 pm   |

**EASTERN SHORE TITLE COMPANY**  
114 N. West Street  
Easton, Maryland 21601  
Telephone: 410-820-4426 Fax: 410-820-4429  
Website: www.easternshoretitle.com  
Email: info@easternshoretitle.com

**This Deed**, made this 27<sup>th</sup> day of April, 2023, by and between Holly Builders, Inc., a Maryland close corporation, Grantor; and Norris A. King, Jr. and Harriette V. King, Grantees.

**- Witnesseth -**

THAT FOR AND IN CONSIDERATION of the sum of NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) and other good, valuable and sufficient consideration, in hand paid, the receipt of which is hereby acknowledged, the said Holly Builders, Inc., a Maryland close corporation, does hereby grant and convey unto the said Norris A. King, Jr. and Harriette V. King, husband and wife, as tenants by the entirety, their assigns, the survivor of them, and the heirs, personal representatives and assigns of the survivor, forever, in fee simple, all the hereinafter described property:

ALL that lot, piece or parcel of ground situate, lying and being in the First Election District of Talbot County, Maryland, and designated as Lot 152 on a Plat entitled: "TITLE SHEET, THE EASTON CLUB, PHASE I, TOWN OF EASTON, TAX MAP 34, GRID 15, PARCEL 122, TALBOT COUNTY, MARYLAND", prepared by Rauch, Walls & Lane, Inc., dated June, 1994 and recorded among the Plat Records of Talbot County, Maryland in Plat Liber No. 3, folio 19EE-20EE; said lot 152 containing 12,657 SF± of land, more or less; reference to said Plat and the recording thereof is hereby made for a more particular description of said lot by metes and bounds, courses and distances.

BEING part of the same property conveyed unto Holly Builders, Inc., a Maryland close corporation from Jesus T. Diaz, Jr. and Silvia A. Gonzalez-Diaz by Deed dated June 9, 2005 and recorded among the Land Records of Talbot County, Maryland in Liber No. 1348, folio 71.

**Together** with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

**To Have and To Hold** the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Norris A. King, Jr. and Harriette V. King, husband and wife, as tenants by the entirety, their assigns, the survivor of them, and the heirs, personal representatives and assigns of the survivor, forever, in fee simple; SUBJECT, HOWEVER to "MASTER DEVELOPMENT AGREEMENT RELATING TO THE APPROVAL AND CONSTRUCTION OF 'THE EASTON CLUB' A PLANNED UNIT DEVELOPMENT IN THE TOWN OF EASTON, MARYLAND", dated August 31, 1994, and recorded among the Land Records of Talbot County, Maryland in Liber No. 786, folio 211; ALSO SUBJECT to "FIRST AMENDED AND SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE EASTON CLUB", recorded in Liber No. 862, folio 169; and amended by "SECOND AMENDED AND SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE EASTON CLUB", dated July 29, 1998, and recorded among the aforesaid Land Records in Liber No. 896,

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3046, p. 0180, MSA\_CE91\_2985, Date available 05/03/2023, Printed 07/13/2023.



folio 722; and amended by "THIRD AMENDED AND SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE EASTON CLUB", dated December 9, 2002, and recorded among the aforesaid Land Records in Liber No. 1108, folio 793; ALSO SUBJECT to "THE EASTON CLUB COMMUNITY ASSOCIATION, INC., DISCLOSURES AND TRANSMITTAL OF DOCUMENTS PURSUANT TO MARYLAND HOMEOWNERS ASSOCIATION ACT", recorded among the Homeowners Association Docket Liber 1, folio 507; ALSO SUBJECT to "BY-LAWS OF THE EASTON CLUB COMMUNITY ASSOCIATION, INC.", recorded among said Homeowners Association Docket Liber No. 1, folio 511; as amended by "SECOND AMENDED BYLAWS OF EASTON CLUB COMMUNITY ASSOCIATION, INC.", dated May 5, 2009 and recorded among the Land Records of Talbot County, Maryland in Liber No. 3, folio 598.

**And** the said Grantor does hereby covenant that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby conveyed; and that it will execute such other and further assurances of the same, as may be requisite.

**As Witness** the hand and seal of said Grantor, the day and year first above written.

WITNESS:

Holly Builders, Inc., a Maryland close corporation

Candace L. Padison

Steven Nash {Seal}  
BY: Steven Nash, President

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I hereby certify that on this 2<sup>nd</sup> day of April, 2023 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Steven Nash, who acknowledged himself to be (i) the President of Holly Builders, Inc., a Maryland close corporation, (the Company), (ii) as such, being authorized to do so, executed the same for and on behalf of the Company in the capacity therein stated and for the purposes therein contained, and (iii) said instrument is the act of the Company, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Candace L. Padison  
Notary Public

My commission expires: 10-2-25



This document was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland, or by one of the parties named in the within instrument.

Willard C. Parker, II  
WILLARD C. PARKER, II, ESQUIRE

AFTER RECORDING, PLEASE RETURN TO:  
EASTERN SHORE TITLE COMPANY  
114 N. West Street  
Easton, Maryland 21601  
File No. EST-28147-CH



**MARYLAND  
FORM  
WH-AR****Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence****2023**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**Name of Transferor Holly Builders, Inc., a Maryland close corporation**2. Description of Property** (Street address. If no address is available, include county, district, subdistrict and lot numbers).28467 Wedgeway Circle, Lot 152, M 34 P 29, Easton, MD 21601**3. Reasons for Exemption****Resident Status**☐

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal Residence**☐

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

**3a. Individual Transferors**

Witness

Name

\*\*Date

Signature

**3b. Entity Transferors**

Witness/Attest

Holly Builders, Inc., a Maryland close corporation

Name of Entity

By

Steven Nash

Name

\*\*Date

President

Title

\*\* Form must be dated to be valid.

**Note:** Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

**To the Clerk of the Court:** Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

01/22



## State of Maryland Land Instrument Intake Sheet

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

|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       |                                                                       |                                                              |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------|
| 1  | Type(s) of Instruments                                                                                                                                                                                               | ( <input type="checkbox"/> Check Box if addendum Intake Form is Attached.)                                                                                                         |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> Deed                                                                                                                                           | Mortgage                                                                              | Other _____                                                           | Other _____                                                  |
|    |                                                                                                                                                                                                                      | Deed of Trust                                                                                                                                                                      | Lease                                                                                 |                                                                       |                                                              |
| 2  | Conveyance Type Check Box                                                                                                                                                                                            | <input type="checkbox"/> Improved Sale Arms-Length [1]                                                                                                                             | <input type="checkbox"/> Unimproved Sale Arms-Length [2]                              | <input type="checkbox"/> Multiple Accounts Arms-Length [3]            | <input type="checkbox"/> Not an Arms-Length Sale [9]         |
| 3  | Tax Exemptions (if applicable)                                                                                                                                                                                       | Recordation                                                                                                                                                                        |                                                                                       |                                                                       |                                                              |
|    | Cite or Explain Authority                                                                                                                                                                                            | State Transfer                                                                                                                                                                     |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      | County Transfer                                                                                                                                                                    |                                                                                       |                                                                       |                                                              |
| 4  | Consideration and Tax Calculations                                                                                                                                                                                   | Consideration Amount                                                                                                                                                               |                                                                                       | Finance Office Use Only<br>Transfer and Recordation Tax Consideration |                                                              |
|    |                                                                                                                                                                                                                      | Purchase Price/Consideration                                                                                                                                                       | \$ 90,000.00                                                                          | Transfer Tax Consideration                                            | \$                                                           |
|    |                                                                                                                                                                                                                      | Any New Mortgage                                                                                                                                                                   | \$                                                                                    | X ( ) %                                                               | \$                                                           |
|    |                                                                                                                                                                                                                      | Balance of Existing Mortgage                                                                                                                                                       | \$                                                                                    | Less Exemption Amount                                                 | \$                                                           |
|    |                                                                                                                                                                                                                      | Other:                                                                                                                                                                             | \$                                                                                    | Total Transfer Tax                                                    | \$                                                           |
|    |                                                                                                                                                                                                                      | Other:                                                                                                                                                                             | \$                                                                                    | Recordation Tax Consideration                                         | \$                                                           |
|    |                                                                                                                                                                                                                      | Full Cash Value:                                                                                                                                                                   | \$                                                                                    | X ( ) per \$500                                                       | \$                                                           |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       | TOTAL DUE                                                             | \$                                                           |
| 5  | Fees                                                                                                                                                                                                                 | Amount of Fees                                                                                                                                                                     |                                                                                       | Doc. 1                                                                | Doc. 2                                                       |
|    |                                                                                                                                                                                                                      | Recording Charge                                                                                                                                                                   | \$ 20.00                                                                              | \$                                                                    | Agent:                                                       |
|    |                                                                                                                                                                                                                      | Surcharge                                                                                                                                                                          | \$ 40.00                                                                              | \$                                                                    | Tax Bill:                                                    |
|    |                                                                                                                                                                                                                      | State Recordation Tax                                                                                                                                                              | \$ 1,080.00                                                                           | \$                                                                    | C.B. Credit:                                                 |
|    |                                                                                                                                                                                                                      | State Transfer Tax                                                                                                                                                                 | \$ 450.00                                                                             | \$                                                                    | Ag. Tax/Other:                                               |
|    |                                                                                                                                                                                                                      | County Transfer Tax                                                                                                                                                                | \$ 900.00                                                                             | \$                                                                    |                                                              |
|    |                                                                                                                                                                                                                      | Other                                                                                                                                                                              | \$                                                                                    | \$                                                                    |                                                              |
|    |                                                                                                                                                                                                                      | Other                                                                                                                                                                              | \$                                                                                    | \$                                                                    |                                                              |
|    | Description of Property<br>SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). | District                                                                                                                                                                           | Property Tax ID No. (1)                                                               | Grantor Liber/Folio                                                   | Map                                                          |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    | 01-081314                                                                             | 1348 71                                                               | 34                                                           |
|    |                                                                                                                                                                                                                      | Subdivision Name                                                                                                                                                                   | Lot (3a)                                                                              | Block (3b)                                                            | Sect/AR (3c)                                                 |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    | 152                                                                                   |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      | Location/Address of Property Being Conveyed (2)                                                                                                                                    |                                                                                       |                                                                       | Parcel No.                                                   |
|    |                                                                                                                                                                                                                      | 28467 Wedgeway Circle, Lot 152, M 34 P 29, Easton, MD 21601                                                                                                                        |                                                                                       |                                                                       | 29                                                           |
|    |                                                                                                                                                                                                                      | Other Property Identifiers (if applicable)                                                                                                                                         |                                                                                       |                                                                       | Var. LOG                                                     |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       |                                                                       | (5)                                                          |
|    |                                                                                                                                                                                                                      | Residential <input type="checkbox"/> Or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: \$ |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      | Partial Conveyance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:                                               |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      | If Partial Conveyance, List Improvements                                                                                                                                           |                                                                                       |                                                                       |                                                              |
|    | Transferred From                                                                                                                                                                                                     | Doc. 1 - Grantor(s) Name(s)                                                                                                                                                        |                                                                                       | Doc. 2 - Grantor(s) Name(s)                                           |                                                              |
|    |                                                                                                                                                                                                                      | Holly Builders, Inc., a Maryland close corporation                                                                                                                                 |                                                                                       |                                                                       |                                                              |
|    | Transferred To                                                                                                                                                                                                       | Doc. 1 - Owner(s) of Record, if Different from Grantor(s)                                                                                                                          |                                                                                       | Doc. 2 Owner(s) of Record, if Different from Grantor(s)               |                                                              |
|    |                                                                                                                                                                                                                      | Doc. 1 - Grantee(s) Name(s)                                                                                                                                                        |                                                                                       | Doc. 2 - Grantee(s) Name(s)                                           |                                                              |
|    |                                                                                                                                                                                                                      | Norris A. King, Jr. and Harriette V. King                                                                                                                                          |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      | New Owner's (Grantee) Mailing Address                                                                                                                                              |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      | 7462 Inspira Drive, #4105, Naples, FL 34113                                                                                                                                        |                                                                                       |                                                                       |                                                              |
|    | Other Names to Be Indexed                                                                                                                                                                                            | Doc. 1 - Additional Names to be Indexed (Optional)                                                                                                                                 |                                                                                       | Doc. 2 - Additional Names to be Indexed (Optional)                    |                                                              |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       |                                                                       |                                                              |
| 10 | Contact/Mail Information                                                                                                                                                                                             | Instrument Submitted By or Contact Person                                                                                                                                          |                                                                                       |                                                                       | <input checked="" type="checkbox"/> Return to Contact Person |
|    |                                                                                                                                                                                                                      | Name: Candace L. Harrison                                                                                                                                                          |                                                                                       |                                                                       | <input type="checkbox"/> Hold for Pickup                     |
|    |                                                                                                                                                                                                                      | Firm: Eastern Shore Title Company                                                                                                                                                  |                                                                                       |                                                                       | <input type="checkbox"/> Return Address Provided             |
|    |                                                                                                                                                                                                                      | Address: 114 N. West Street                                                                                                                                                        |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      | Easton, MD 21601 Phone: (410) 820-4426                                                                                                                                             |                                                                                       |                                                                       |                                                              |
| 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 the 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                                                                                                                                                                   |                                                                                                                                                                                    |                                                                                       |                                                                       |                                                              |
|    | Terminal Verification                                                                                                                                                                                                | Agricultural Verification                                                                                                                                                          | Whole                                                                                 | Part                                                                  | Tran. Process Verification                                   |
|    | Transfer Number                                                                                                                                                                                                      | Date Received                                                                                                                                                                      | Deed Reference:                                                                       |                                                                       | Assigned Property No.:                                       |
|    | Year                                                                                                                                                                                                                 | 20                                                                                                                                                                                 | 20                                                                                    | Geo.                                                                  | Map                                                          |
|    | Land                                                                                                                                                                                                                 |                                                                                                                                                                                    |                                                                                       | Sub                                                                   | Block                                                        |
|    | Buildings                                                                                                                                                                                                            |                                                                                                                                                                                    |                                                                                       | Grid                                                                  | Lot                                                          |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       | Parcel                                                                | Section                                                      |
|    | Total                                                                                                                                                                                                                |                                                                                                                                                                                    |                                                                                       | Use                                                                   | Occ. Cd.                                                     |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       | Town Cd.                                                              | Ex. Cd.                                                      |
|    | REMARKS:                                                                                                                                                                                                             |                                                                                                                                                                                    |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       |                                                                       |                                                              |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                    |                                                                                       |                                                                       |                                                              |

Distribution: White - Clerk's Office  
 Pink - Office of Finance

Canary - SDAT  
 Goldenrod - Preparer

AOC-CC-300(3/2007).

File No.: EST-28147-CH



101 BAY ST.  
EASTON, MD. 21829  
DATE RETURNED 12/11/02

**THIRD AMENDED  
AND SUPPLEMENTARY  
DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
THE EASTON CLUB**

DMP FD SURE \$ 5.00  
RECORD FEE 75.00  
TOTAL 80.00  
Reg# TAB2 Rcpt # 68653  
MAS 9433 Blk # 456  
Dec 11, 2002 03:29 pm

RECORD FEE \$5 50.00  
TOTAL 50.00  
Reg# TAB2 Rcpt # 68653  
MAS 9433 Blk # 457  
Dec 11, 2002 03:29 pm



## TABLE OF CONTENTS

|                                                                |   |
|----------------------------------------------------------------|---|
| ARTICLE I.....                                                 | 2 |
| DEFINITIONS.....                                               | 2 |
| Section 1.    "Architectural Committee".....                   | 2 |
| Section 2.    "Association Property".....                      | 2 |
| Section 3.    "Association".....                               | 2 |
| Section 4.    "Board of Directors".....                        | 2 |
| Section 5.    "Common Area".....                               | 2 |
| Section 6.    "Common Expenses".....                           | 2 |
| Section 7.    "Community-Wide Standard".....                   | 2 |
| Section 8.    "Declarant".....                                 | 2 |
| Section 9.    "Easement Agreement".....                        | 2 |
| Section 10.   "Golf Course".....                               | 3 |
| Section 11.   "Golf Course Parcel".....                        | 3 |
| Section 12.   "Improved Lot".....                              | 3 |
| Section 13.   "Lot".....                                       | 3 |
| Section 14.   "Member".....                                    | 3 |
| Section 15.   "Mortgage".....                                  | 3 |
| Section 16.   "Mortgagee".....                                 | 3 |
| Section 17.   "Owner".....                                     | 3 |
| Section 18.   "Person".....                                    | 3 |
| Section 19.   "Plat".....                                      | 3 |
| Section 20.   "Property".....                                  | 3 |
| Section 21.   "Residential Parcels".....                       | 3 |
| Section 22.   "Roadway Parcels".....                           | 4 |
| Section 23.   "Street", "Road", or "Roadway".....              | 4 |
| Section 24.   "Structure".....                                 | 4 |
| Section 25.   "Supplementary Declaration".....                 | 4 |
| Section 26.   "Supplementary Plat".....                        | 4 |
| Section 27.   "Townhome Common Area".....                      | 4 |
| Section 28.   "Townhome Common Area Assessment".....           | 4 |
| Section 29.   "Townhome Parcel".....                           | 4 |
| Section 30.   "Vacant Lot".....                                | 4 |
| ARTICLE II.....                                                | 4 |
| PROPERTY RIGHTS.....                                           | 4 |
| Section 1.    Common Area Easements of Enjoyment.....          | 4 |
| Section 2.    Townhome Common Area Easements of Enjoyment..... | 5 |
| Section 3.    Extent of Easements.....                         | 5 |
| Section 4.    Townhome Parcel Party Walls and Fences.....      | 6 |
| Section 5.    Townhome Parcel Easements.....                   | 6 |
| Section 6.    Development Easements.....                       | 7 |
| Section 7.    Conveyance by Declarant.....                     | 8 |
| Section 8.    Delegation of Use.....                           | 8 |
| ARTICLE III.....                                               | 8 |
| MEMBERSHIP AND VOTING RIGHTS.....                              | 8 |
| Section 1.    Membership.....                                  | 8 |
| Section 2.    Voting.....                                      | 8 |



|                                                  |                                                                                                     |    |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------|----|
| Section 3.                                       | <u>Assignment to Tenant</u>                                                                         | 9  |
| Section 4.                                       | <u>Voting Adjustment</u>                                                                            | 9  |
| ARTICLE IV                                       |                                                                                                     | 9  |
| <u>MAINTENANCE</u>                               |                                                                                                     | 9  |
| Section 1.                                       | <u>Association's Responsibility</u>                                                                 | 9  |
| Section 2.                                       | <u>Owner's Responsibility</u>                                                                       | 9  |
| ARTICLE V                                        |                                                                                                     | 10 |
| <u>INSURANCE AND CASUALTY LOSSES</u>             |                                                                                                     | 10 |
| Section 1.                                       | <u>Insurance</u>                                                                                    | 10 |
| Section 2.                                       | <u>Premiums</u>                                                                                     | 10 |
| Section 3.                                       | <u>Terms</u>                                                                                        | 10 |
| Section 4.                                       | <u>Individual Insurance</u>                                                                         | 10 |
| Section 5.                                       | <u>Disbursement of Proceeds</u>                                                                     | 11 |
| Section 6.                                       | <u>Damage and Destruction</u>                                                                       | 11 |
| Section 7.                                       | <u>Repair and Reconstruction</u>                                                                    | 11 |
| ARTICLE VI                                       |                                                                                                     | 12 |
| <u>CONDEMNATION</u>                              |                                                                                                     | 12 |
| ARTICLE VII                                      |                                                                                                     | 12 |
| <u>CHANGE OF LAND USE</u>                        |                                                                                                     | 12 |
| Section 1.                                       | <u>Change of Land Use by Declarant</u>                                                              | 12 |
| Section 2.                                       | <u>Modifications</u>                                                                                | 12 |
| Section 3.                                       | <u>Amendment</u>                                                                                    | 13 |
| ARTICLE VIII                                     |                                                                                                     | 13 |
| <u>RIGHTS AND OBLIGATIONS OF THE ASSOCIATION</u> |                                                                                                     | 13 |
| Section 1.                                       | <u>Association Property</u>                                                                         | 13 |
| Section 2.                                       | <u>Ownership and Acceptance of Property</u>                                                         | 13 |
| Section 3.                                       | <u>Implied Rights</u>                                                                               | 13 |
| ARTICLE IX                                       |                                                                                                     | 13 |
| <u>ASSESSMENTS</u>                               |                                                                                                     | 13 |
| Section 1.                                       | <u>Right to Levy Assessments</u>                                                                    | 13 |
| Section 2.                                       | <u>Creation of Lien and Personal Obligations for Assessments</u>                                    | 13 |
| Section 3.                                       | <u>Purpose of Base Assessments</u>                                                                  | 13 |
| Section 4.                                       | <u>Creation of Townhome Common Area Assessment</u>                                                  | 14 |
| Section 5.                                       | <u>Special Assessment</u>                                                                           | 14 |
| Section 6.                                       | <u>Additional Assessments</u>                                                                       | 14 |
| Section 7.                                       | <u>Reserve Fund Budget and Contribution</u>                                                         | 14 |
| Section 8.                                       | <u>Uniform Rate of Assessment</u>                                                                   | 14 |
| Section 9.                                       | <u>Declarant's Assessment</u>                                                                       | 14 |
| Section 10.                                      | <u>Surplus Receipts</u>                                                                             | 15 |
| Section 11.                                      | <u>Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments</u> | 15 |
| Section 12.                                      | <u>Maryland Contract Lien Act</u>                                                                   | 16 |
| Section 13.                                      | <u>Subordination of the Lien to Mortgages</u>                                                       | 16 |
| Section 14.                                      | <u>Golf Course Contribution</u>                                                                     | 16 |



|                                                                             |    |
|-----------------------------------------------------------------------------|----|
| ARTICLE X .....                                                             | 16 |
| <u>ARCHITECTURAL REVIEW</u> .....                                           | 16 |
| Section 1. <u>Building and Landscaping Restrictions</u> .....               | 16 |
| Section 2. <u>Landscaping</u> .....                                         | 17 |
| Section 3. <u>Architectural Committee - Composition and Operation</u> ..... | 17 |
| Section 4. <u>Setbacks</u> .....                                            | 17 |
| Section 5. <u>Design, Materials, Size, and Fencing</u> .....                | 18 |
| Section 6. <u>Front Yard</u> .....                                          | 18 |
| Section 7. <u>Disapproval of Plans</u> .....                                | 18 |
| Section 8. <u>Approval of Plans</u> .....                                   | 18 |
| Section 9. <u>Nonapproved Structures</u> .....                              | 18 |
| Section 10. <u>Completion of Construction</u> .....                         | 19 |
| Section 11. <u>Examination Fee</u> .....                                    | 19 |
| Section 12. <u>Architectural Review Rules</u> .....                         | 19 |
| Section 13. <u>Conditional Approvals</u> .....                              | 19 |
| Section 14. <u>Security Deposit</u> .....                                   | 19 |
| Section 15. <u>Interpretations</u> .....                                    | 19 |
| ARTICLE XI .....                                                            | 19 |
| <u>RESTRICTIONS AND CONDITIONS</u> .....                                    | 19 |
| Section 1. <u>Architectural Review</u> .....                                | 19 |
| Section 2. <u>Special Environmental Restrictions</u> .....                  | 20 |
| Section 3. <u>Purpose</u> .....                                             | 20 |
| Section 4. <u>Use</u> .....                                                 | 20 |
| Section 5. <u>Temporary Structures</u> .....                                | 20 |
| Section 6. <u>Animals</u> .....                                             | 20 |
| Section 7. <u>Hunting Prohibited</u> .....                                  | 20 |
| Section 8. <u>Play Equipment</u> .....                                      | 20 |
| Section 9. <u>Obstruction</u> .....                                         | 20 |
| Section 10. <u>Gardens</u> .....                                            | 20 |
| Section 11. <u>Lawn Furniture</u> .....                                     | 21 |
| Section 12. <u>Window Treatments</u> .....                                  | 21 |
| Section 13. <u>Recreational Equipment</u> .....                             | 21 |
| Section 14. <u>Exterior Lighting</u> .....                                  | 21 |
| Section 15. <u>Swimming Pools</u> .....                                     | 21 |
| Section 16. <u>Vehicles</u> .....                                           | 21 |
| Section 17. <u>Antennas</u> .....                                           | 21 |
| Section 18. <u>Subdivision</u> .....                                        | 21 |
| Section 19. <u>Leasing</u> .....                                            | 21 |
| Section 20. <u>Landscape Maintenance</u> .....                              | 22 |
| Section 21. <u>Driveways</u> .....                                          | 22 |
| Section 22. <u>Trash Removal</u> .....                                      | 22 |
| Section 23. <u>Signs</u> .....                                              | 22 |
| Section 24. <u>Lights</u> .....                                             | 22 |
| Section 25. <u>Community Rules</u> .....                                    | 22 |
| Section 26. <u>Modification by Declarant</u> .....                          | 22 |
| Section 27. <u>Right of Entry</u> .....                                     | 22 |
| Section 28. <u>Sales, Construction and Other Offices and Signs</u> .....    | 23 |
| Section 29. <u>Parking</u> .....                                            | 23 |



|                                                                                          |    |
|------------------------------------------------------------------------------------------|----|
| ARTICLE XII.....                                                                         | 23 |
| <u>GOLF COURSE RELATED RESTRICTIONS</u> .....                                            | 23 |
| Section 1. <u>General</u> .....                                                          | 23 |
| Section 2. <u>Tournament Restrictions</u> .....                                          | 23 |
| Section 3. <u>Construction Limits</u> .....                                              | 23 |
| Section 4. <u>Excavation</u> .....                                                       | 24 |
| Section 5. <u>Construction Vehicles and Parking</u> .....                                | 24 |
| Section 6. <u>Noise and Activities</u> .....                                             | 24 |
| Section 7. <u>Signage</u> .....                                                          | 24 |
| Section 8. <u>Pets</u> .....                                                             | 24 |
| Section 9. <u>Golf Course Signage</u> .....                                              | 24 |
| Section 10. <u>Out of Bounds</u> .....                                                   | 24 |
| Section 11. <u>Fencing</u> .....                                                         | 24 |
| Section 12. <u>Enforceability</u> .....                                                  | 24 |
| Section 13. <u>Change of Use</u> .....                                                   | 25 |
| ARTICLE XIII.....                                                                        | 25 |
| <u>DURATION</u> .....                                                                    | 25 |
| ARTICLE XIV.....                                                                         | 25 |
| <u>AMENDMENTS</u> .....                                                                  | 25 |
| Section 1. <u>Amendment</u> .....                                                        | 25 |
| Section 2. <u>Special Approval Rights</u> .....                                          | 25 |
| Section 3. <u>Recordation</u> .....                                                      | 25 |
| ARTICLE XV.....                                                                          | 25 |
| <u>NOTICES</u> .....                                                                     | 25 |
| ARTICLE XVI.....                                                                         | 26 |
| <u>ENFORCEMENT</u> .....                                                                 | 26 |
| Section 1. <u>Who May Enforce Generally</u> .....                                        | 26 |
| Section 2. <u>Enforcement by the Association and Declarant</u> .....                     | 26 |
| Section 3. <u>Enforcement of Restrictions</u> .....                                      | 26 |
| Section 4. <u>Enforcement by Town</u> .....                                              | 26 |
| Section 5. <u>Enforcement by Owner of Golf Course Parcel</u> .....                       | 26 |
| ARTICLE XVII.....                                                                        | 27 |
| <u>ADDITIONAL PROPERTY</u> .....                                                         | 27 |
| Section 1. <u>Additions</u> .....                                                        | 27 |
| Section 2. <u>Planned Additions</u> .....                                                | 27 |
| ARTICLE XVIII.....                                                                       | 27 |
| <u>RIGHTS OF MORTGAGEES</u> .....                                                        | 27 |
| Section 1. <u>General</u> .....                                                          | 27 |
| Section 2. <u>Priority over Assessment</u> .....                                         | 27 |
| Section 3. <u>Consent</u> .....                                                          | 27 |
| Section 4. <u>Foreclosure</u> .....                                                      | 28 |
| Section 5. <u>Payment of Charges</u> .....                                               | 28 |
| Section 6. <u>Right to Inspect, Receive Audited Statement &amp; Receive Notice</u> ..... | 28 |



(Land Records) MAS 1108, p. 0798, MSA\_CE91\_1045, Date available 03/15/2004, Printed 07/13/2023.

|                                 |                                                |     |
|---------------------------------|------------------------------------------------|-----|
| Section 7.                      | <u>Approval of Amendments</u> .....            | 28  |
| ARTICLE XXIX .....              |                                                | 29  |
| <u>GENERAL PROVISIONS</u> ..... |                                                | 29  |
| Section 1.                      | <u>Severability</u> .....                      | 29  |
| Section 2.                      | <u>Interpretation</u> .....                    | 29  |
| Section 3.                      | <u>Trespass</u> .....                          | 29  |
| Section 4.                      | <u>Attorney's Fees</u> .....                   | 29  |
| Section 5.                      | <u>Successors and Assigns</u> .....            | 30  |
| Section 6.                      | <u>Successors of Declarant</u> .....           | 30  |
| Exhibit "A"                     | Description of the Property .....              | A-1 |
| Exhibit "B"                     | Description of Additions to the Property ..... | B-1 |



**THIRD AMENDED  
AND SUPPLEMENTARY  
DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR THE EASTON CLUB**

THIS THIRD AMENDED AND SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this 9 day of December, 2002, by RELP LIMITED PARTNERSHIP, a Maryland limited partnership (the "Declarant").

**RECITALS**

A. Declarant is the owner of the real property containing approximately 95.523 acres, located in The Town of Easton, Talbot County, Maryland, consisting of Blocks A-J, inclusive, and Parcel A and Parcel B, all as more particularly described on Exhibit A attached hereto and made a part hereof, together with the additional real property described in Exhibit B attached hereto and made a part hereof (together the "Property").

B. Declarant has initiated development and intends to continue to develop the Property as a residential community to be known as "The Easton Club", containing approximately three hundred forty-two (342) residential lots (the "Project").

C. Declarant intends by this Second Amended Declaration to continue to provide for the preservation of the values and amenities of the community by (i) insuring the proper development, improvement and use, (ii) enforcing high standards of development, maintenance, and operation of the Property for the benefit of the owners of the lots and any other residents of such community, (iii) granting certain easement rights to the neighboring golf club known as "The Easton Club", (iv) granting and reserving rights, easements and other privileges, and (v) creating a means to provide adequately for a residential community of the highest quality and character.

D. This Third Amended and Supplementary Declaration amends and restates in its entirety the Second Amended and Supplementary Declaration of Covenants and Restrictions dated July 29, 1998 and recorded among the Land Records of Talbot County, Maryland at Liber 896, folio 722 (the "Second Amended Declaration"), which Second Amended Declaration amended and restated in its entirety the First Amended and Supplementary Declaration of Covenants and Restrictions dated July 21, 1997 and recorded among the Land Records of Talbot County, Maryland at Liber 862, folio 175 (the "First Amended Declaration"), which First Amended Declaration amended and restated in its entirety the Declaration of Covenants and Restrictions dated September 16, 1994 and recorded among the Land Records of Talbot County, Maryland on September 16, 1994 at Liber 786, folio 929 (the "Original Declaration"). Accordingly, pursuant to Article XIV of the Second Amended Declaration, Declarant desires to amend and restate the Second Amended Declaration in its entirety, as set forth below, by replacing the Second Amended and Supplementary Declaration with this Third Amended and Supplementary Declaration.

E. Declarant has caused a non-profit membership corporation known as The Easton Club Community Association, Inc. (the "Association") to be formed in order to perform certain functions on behalf of the owners of Lots (as hereafter defined), including, but not limited to, the enforcement of the covenants, conditions and restrictions herein set forth, the management of the roadways and the common areas to be owned by the Association and the collection and disbursement of the assessments and charges hereinafter imposed.



NOW, THEREFORE, by this Third Amended and Supplementary Declaration, Declarant hereby amends and restates the Second Amended Declaration in its entirety as set forth below and hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, reservations and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Property and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarant, and each of its successors and assigns of the Property, and any part thereof and the Association.

#### ARTICLE I DEFINITIONS

As used herein, the following words and terms shall have the following meaning:

Section 1. "Architectural Committee" shall mean the Architectural Committee established pursuant to Article X hereof.

Section 2. "Association Property" shall mean and refer to the Common Area and Townhome Common Area, together with those areas, if any, which, by contract or agreement with any other party, becomes in whole or in part the responsibility of the Association.

Section 3. "Association" shall mean and refer to The Easton Club Community Association, Inc., a Maryland corporation, and its successors and assigns.

Section 4. "Board of Directors" shall mean the Board of Directors of the Association, as constituted from time to time.

Section 5. "Common Area" means all of the land, buildings, recreational facilities, if any, and property owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its Members, specifically including the Roadway Parcels, and all roads, streets, sidewalks and parking areas now or hereafter located within the Townhome Parcel, unless the same are dedicated for public use. Common Area shall not include, however, "Townhome Common Area", as defined in Article 1, Section 27.

Section 6. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association in connection with the use and maintenance of the Association Property and the operation of the Association. Common Expenses shall include amounts necessary to establish and maintain any reserve fund determined to be necessary and appropriate by the Board of Directors.

Section 7. "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Property.

Section 8. "Declarant" shall mean RELP Limited Partnership, and its successors and assigns to whom any or all of the special rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in a writing recorded among the Land Records of Talbot County, Maryland.

Section 9. "Easement Agreement" shall mean that certain First Amended Declaration of Easements for The Easton Club dated July 21, 1997 by the Declarant and recorded among the Land Records of Talbot County, Maryland at Liber 862, folio 213, and any subsequent amendments, modifications, deletions or



additions to the Easement Agreement which are legally executed and duly recorded in the Land Records of Talbot County, Maryland.

Section 10. "Golf Course" shall mean the eighteen hole golf course and related amenities and improvements constructed or to be constructed on the Golf Course Parcel.

Section 11. "Golf Course Parcel" shall mean those Parcels of land designated on the Plat as Lot 154 Parcel A, Lot 154 Parcel B, and Lot 154 Parcel C, and any amendment or revision thereof subsequently recorded among the Land Records of Talbot County.

Section 12. "Improved Lot" shall mean a Lot upon which a structure suitable for occupancy as a single-family residence has been constructed and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) townhomes, duplexes, quadplexes, other multi-unit residential buildings, and detached single-family dwellings. All Lots shall be deemed to constitute Improved Lots within the meaning of this Declaration after December 31, 2004.

Section 13. "Lot" shall mean any plot of land now or hereafter shown as a subdivided residential lot on any subdivision plat and which is part of the Property, together with all buildings and improvements thereon, excluding, however, all Common Areas. The Townhome Parcel and the Residential Parcels are intended to be subdivided into Lots in phases. Any single family residential lot created pursuant to any such subdivisions shall become a Lot for all purposes of this Declaration upon the recordation in the Land Records of Talbot County of the subdivision plat creating such Lot.

Section 14. "Member" means and refers to a Person having membership in the Association.

Section 15. "Mortgage" means any mortgage or deed of trust encumbering a Lot.

Section 16. "Mortgages" means the person secured by a Mortgage.

Section 17. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Lot, but shall not include any party holding an interest merely as security for the performance of an obligation.

Section 18. "Person" means a natural person, a corporation, a partnership, trustee or other legal entity.

Section 19. "Plat" means the subdivision plat entitled "Plat Showing Lot 154-The Easton Club", Talbot County, Maryland, by Rauch, Walls & Lane, Inc., dated August, 1993, and recorded among the Plat Records of Talbot County in Plat Cabinet No. 2, Plat No. 95C, as amended by the Supplementary Plat, and shall also be deemed to include any additional amendatory plats.

Section 20. "Property" shall mean and refer to the Roadway Parcels, the Residential Parcels and the Townhome Parcel, including the additional real property described in Exhibit B attached hereto and made a part hereof, which additional real property is hereby added to Block J.

Section 21. "Residential Parcels" shall mean those parcels of land designated as Blocks A - I, inclusive, on the Plat, as the same may be further subdivided from time to time.



Section 22. "Roadway Parcel" shall mean those parcels of land designated as Parcel A and Parcel B on the Plat, Parcel A being the Parcel A Right-of-Way containing approximately 15.18 acres and Parcel B being the Parcel B Right-of-Way containing approximately 1.74 acres.

Section 23. "Street", "Road", or "Roadway" shall mean all those streets or roads as shown on the Plat, and all roads now or hereafter located within the Townhome Parcel.

Section 24. "Structure" shall mean and refer to any thing or device placed upon the Property (or any part thereof), including by way of illustration but not limitation, any building, garage, porch, shed, mailbox, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, radio or television antenna or satellite dish, fence, curbing, paving, wall, tree, hedge, signboard, swing set, dog house, ramp, clothes line, dock, pier, boathouse or any other temporary or permanent improvement. "Structure" shall also mean (i) any excavation, fill, ditch, or other thing or device which affects or alters the flow of surface water from, upon or across any Lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by each Owner.

Section 25. "Supplementary Declaration" shall include all modifications, deletions or additions to the Declaration which are legally executed and duly recorded in the Land Records of Talbot County, Maryland.

Section 26. "Supplementary Plat" means the plat entitled "FINAL SUBDIVISION PLAT THE EASTON CLUB PHASE I TOWN OF EASTON TAX MAP 34 GRID 15 PARCEL 122 TALBOT COUNTY, MARYLAND", consisting of four sheets, prepared by Rauch, Walls & Lane, Inc., dated June, 1994, recorded on August 31, 1994, among the Plat Records of Talbot County in Plat Cabinet No. 3, beginning at Plat No. 19E.

Section 27. "Townhome Common Area" shall mean all land and improvements owned by the Association within the Townhome Parcel, excluding all roadways and sidewalks. It is intended that the Townhome Common Area will be acquired by the Association in phases, as development of the Townhome Parcel progresses. Townhome Common Area shall also include all fences erected by Declarant, its successors or assigns, along the rear lot line of any Townhome Lot or any replacement of such fence.

Section 28. "Townhome Common Area Assessment" shall mean a specific assessment to be levied equally against all Improved Lots located in the Townhome Parcel for the purpose of maintaining the Townhome Common Area.

Section 29. "Townhome Parcel" shall mean the parcel of land designated as Block J on the Plat, including the additional real property described in Exhibit B attached hereto, as the same may be further subdivided from time to time.

Section 30. "Vacant Lot" shall mean and refer to any Lot which is not an Improved Lot.

## ARTICLE II PROPERTY RIGHTS

Section 1. Common Area Easements of Enjoyment. Each Lot shall have the benefit of a non-exclusive easement for the use of each main, drain, pipe, meter, or other device located within the Association Property or within another Lot which provides utility service to such Lot. Every Owner shall have a non-exclusive right and easement over all of the Common Area for ingress and egress, use and enjoyment in and to the Common Area in common with others.



Section 2. Townhome Common Area Easements of Enjoyment. In addition to the rights set forth in Section 1 above, every Owner of a Lot within the Townhome Parcel shall have a non-exclusive right and easement over all of the Townhome Common Area for ingress and egress, use and enjoyment in and to the Townhome Common Area in common with others.

Section 3. Extent of Easements. The rights granted in Sections 1 and 2 shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to establish uniform rules, assessments and regulations pertaining to the use of the Common Area and the Townhome Common Area;

(b) the right of the Class B Members of the Association, by a vote of Class B Members holding two-thirds of the Class B votes in the Association to provide for designated parking spaces within the parking areas located within the Townhome Parcel for the exclusive use of the Owners of the Lots within the Townhome Parcel;

(c) the right of the Association, in accordance with its Articles of Incorporation and Bylaws, and with the written consent of Members holding a majority of votes in the Association, to borrow money for the purpose of improving the Common Area and Townhome Common Area in a manner designed to promote the enjoyment and welfare of the Members;

(d) the right of the Association to take such steps as are reasonably necessary to protect the Common Area and Townhome Common Area against mortgage default and foreclosures; provided, however, that such steps are in conformity with the other provisions of this Declaration;

(e) the right of the Declarant, its successors and assigns, and the Association, acting by and through its Board of Directors, to grant easements, licenses or other rights of use of the Common Area and Townhome Common Area to persons or entities who are not Members for such consideration and on such terms and conditions as the Board of Directors may from time to time consider appropriate; provided, however, that no such easements, licenses or other rights of use of the Common Area and Townhome Common Area shall be unreasonably and permanently inconsistent with the rights of Members to the use and enjoyment of the Common Area and Townhome Common Area;

(f) the right of the Declarant, its successors and assigns, and the Association, acting by and through its Board of Directors, to grant, convey or dedicate to the Town of Easton, Talbot County, the State of Maryland or to any one or more public or quasi-public governmental bodies, utility companies or cable television companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Areas for the construction, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, ponds or pumping stations, water lines, electrical lines, telephone or television lines, gas lines, cable television lines and other similar facilities, all as the Association considers appropriate for the provision of any utility or utility service to the Property;

(g) the right of the Declarant, its successors and assigns, or the Association, by its Board of Directors, to dedicate or transfer all or any part of the Common Area or Townhome Common Area owned by the Association to any public or municipal agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; and

(h) all easements, rights and benefits created pursuant to the terms of the Easement Agreement, including without limitation, the right of the Declarant to grant and establish such additional easements as set forth in the Easement Agreement.



**Section 4. Townhome Parcel Party Walls and Fences.** Each wall or fence which is built by one other than the Declarant, its successors or assigns, upon any of the Townhome Lots and placed, or designed to be placed, on the dividing line between any adjacent Townhome Lots, or designed to constitute a common wall or fence of adjacent Townhome Lots, shall constitute a party wall or fence, and, to the extent not inconsistent with the provisions of this Second Amended Declaration, the general rules of law regarding party walls and party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto, subject to the following:

(a) The Owners of adjacent Townhome Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner of an adjacent Townhome Lot does not interfere with the use and enjoyment of the same by the other Owner of an adjacent Townhome Lot, and provided that there shall be no other impairment of the structural integrity of any party wall or party fence without the prior consent of all Owners of adjacent Townhome Lots with an interest therein, whether by way of easement or in fee.

(b) In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(i) through the act or failure to act of an Owner of an adjacent Townhome Lot (the "Responsible Owner") or any of its agents or guests or tenants or family members (whether or not such act or failure to act is negligent or otherwise culpable), any such damage shall be repaired promptly by and at the expense of the Responsible Owner (it shall be the obligation of such Owner of an adjacent Townhome Lot seeking repair to prove that the damage or deterioration of the party wall or party fence was the result of the act or failure to act of the Owner of an adjacent Townhome Lot or its agents, guests, tenants, or family members).

(ii) other than by the act or failure to act of an Owner of an adjacent Townhome Lot, its agents, guests, tenants, or family members, it shall be the obligation of all Owners of adjacent Townhome Lots with an interest therein to rebuild and repair such wall or fence at their joint and equal expense.

(iii) the Association shall have the authority but not the obligation to make repairs to any party wall or party fence and to assess each Owner of an adjacent Townhome Lot with an interest therein for the full cost of such repair.

(c) The right of any Owner of an adjacent Townhome Lot to contribution from any other Owner of an adjacent Townhome Lot under this Section shall be appurtenant to the land and shall pass to such adjacent Townhome Lot Owner's successors in title.

**Section 5. Townhome Parcel Easements.**

(a) Each Owner of a Townhome Lot with an interest in a party wall or fence is hereby granted an easement on and over each and every Townhome Lot which is adjacent to it, which shall include an easement for building encroachments which occur over time as a result of the shifting or settling of Structures on any adjacent Townhome Lot.

(b) Each Owner of a Townhome Lot Owner is hereby granted an easement on and over each and every Townhome Lot which is adjacent to it, to enter upon such adjacent Townhome Lot and to use a reasonable portion of such adjacent Townhome Lot at reasonable times upon reasonable notice for the purpose of performing repairs or maintenance of party walls and fences, roofs and any portion of the Townhome Lot



Owner's Structures or appurtenances which extend to or over the Lot line between the adjacent Townhome Lots. Except as otherwise provided in this Second Amended Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

(c) Each Owner of a Townhome Lot is hereby granted an easement on and over each Townhome Lot which is adjacent to it for access to the roof area of the adjacent Townhome Lot, at reasonable times and upon reasonable notice, for the purpose of inspection, maintenance and repair of such roof surfaces. If necessary to properly repair or maintain his roof, each Owner of a Townhome Lot shall have the right to make the same repairs or maintenance to the Structure on the adjacent Townhome Lot, to the minimum extent necessary, provided that the structural integrity of the adjacent roof is not impaired.

Section 6. Development Easements. The Declarant shall have and the Declarant hereby reserves the following irrevocable, non-exclusive easements:

(a) the reservation to the Declarant, its successors and assigns, of the right to lay, install, construct, maintain, replace and use of any or all utility lines and facilities, over, under, or in any portion of the Association Property pipes, drains, mains, conduits, lines, and other facilities for water, storm lines, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Association Property for such purposes and making openings and excavations therein;

(b) the reservation to the Declarant, its successors and assigns, of the right to enter upon any Common Area or Townhome Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area or Townhome Common Area; and

(c) the reservation to the Declarant, its successors and assigns, of an easement over all land in each Lot lying within ten (10) feet of a roadway or a backline, or within eight (8) feet of a boundary with an adjacent Lot (other than a Lot upon which a townhome is or is to be constructed), for the installation, maintenance, repair and replacement of utility lines, Common Area or Townhome Common Area improvements, and drainage structures;

(d) in, over and through the Association Property for pedestrian and vehicular ingress and egress to and from each public roadway, from and to each Lot for access by (i) the Declarant and its personal representatives, successors and assigns as Owner of each respective Lot or other portion thereof, (ii) any builder, contractor, subcontractor, real estate agent or broker or other salesperson utilized by the Declarant, and (iii) their respective agents, officers, employees, contractors and invitees, all for any purpose consistent with applicable law, in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of such respective Lot;

(e) in, over and through the Lots and the Association Property for the purpose of servicing and performing warranty work for the improvements on the Lots and the Association Property; for the purpose of performing fine grading, seeding, sodding and landscaping; and for the purpose of constructing or modifying improvements on other Lots; and

(f) for the construction, installation, maintenance, repair or replacement of advertising signs, construction trailers and sales trailers and for the storage of construction materials anywhere on the Association Property.



Section 7. Conveyance by Declarant. The Declarant shall be entitled to convey to the Association the legal title to any or all of the Association Property at any time hereafter, and/or to retain the legal title to the same until the Declarant has completed any improvements which the Declarant intends to make thereto; provided, that the Declarant shall convey to the Association the legal title to all of the Association Property by no later than December 31, 2004.

Section 8. Delegation of Use. Any Owner may delegate in accordance with the Declaration, and the By-Laws and rules and regulations of the Association, his right of enjoyment to the Common Area and, if applicable, the Townhome Common Area, to the members of his family, his tenants, guests, invitees, or contract purchasers.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Lot Owner shall be a Member of the Association. Declarant shall be a Member of the Association during any period or periods of time when Declarant is a Lot Owner. Membership shall be appurtenant to and may not be separated from ownership of the land.

Section 2. Voting. The Association shall have the following classes of voting membership:

(a) Class "A". Class "A" Members shall be Owners of Improved Lots within the Residential Parcels and shall be entitled to one (1) vote for each such Lot owned. When more than one Person holds an interest in any such Lot, all such persons shall be Members. The vote for such Lot shall be exercised as those Persons determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class "B". Class "B" Members shall be Owners of Improved Lots within the Townhome Parcel and shall be entitled to one (1) vote for each such Lot owned. When more than one Person holds an interest in any such Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as those Persons determine, but in no event shall more than one vote be cast with respect to any such Lot.

(c) Class "C". The Class "C" Member shall be the Declarant. The Class "C" Member shall originally be entitled to six hundred eighty-four (684) votes; this number shall be decreased by one (1) vote for each vote outstanding in the Class "A" and Class "B" memberships, and by one (1) vote for each one-half (1/2) vote outstanding in the Class "D" membership. The Class "C" membership shall terminate and be converted to Class "A", Class "B", and/or Class "D" memberships, as the case may be, upon the happening of the earlier of the following:

- (i) when the total outstanding Class "A", Class "B", and Class "D" votes equal or exceed two hundred fifty-six (256);
- (ii) December 31, 2004; or
- (iii) when, in its discretion, the Declarant so determines.

From and after the happening of the first to occur of such events, the Class "C" Member shall be deemed to be a Class "A", Class "B" and/or Class "D" Member entitled to the applicable vote for each Lot owned.







by the Association in connection with such restoration or maintenance shall be reimbursed to the Association by the Owner of the Lot upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article IX. Except in the case of an emergency, the Association shall afford the Owner reasonable notice and an opportunity to cure the default prior to undertaking such maintenance.

#### ARTICLE V INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board of Directors shall have the authority to and may obtain:

(a) insurance for loss or damage by fire or other hazards for all insurable improvements, including without limitation those improvements located within the Association Property. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction;

(b) a public liability insurance covering the Association Property and other areas that are under the supervision of the Association. Any such public liability policy shall be for such amount as deemed reasonable by the Board of Directors but shall, at a minimum, have at least a Five Hundred Thousand Dollar (\$500,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Two Hundred Fifty Thousand Dollar (\$250,000.00) minimum property damage limit.

(c) directors and officers liability insurance, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds for directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be in an amount deemed sufficient by the Board of Directors. Bonds shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days prior written notice to the Board of Directors.

Section 2. Premiums. Premiums for all insurance obtained by the Board of Directors shall be a Common Expense and as such will be included in the Base Assessment. All policies obtained by the Board of Directors or its duly authorized agent may contain a reasonable deductible.

Section 3. Terms. All insurance policies obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in (a) below. Such insurance shall, if reasonably feasible, be governed by the provisions hereinafter set forth:

(a) All policies obtained by the Board of Directors or its duly authorized agent shall be for the benefit of the Lot Owners, the Association and their Mortgagees as their interests may appear.

(b) Exclusive authority to adjust losses under policies obtained by the Board of Directors shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

Section 4. Individual Insurance. Each Owner covenants and agrees with all other Owners and with the Association to carry blanket all-risk casualty insurance on any Structures constructed on a Lot, in accordance with the standards set forth in Section 1 of this Article V. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction to any such Structure the Owner shall proceed promptly to repair or to reconstruct the damaged



Structures in a manner consistent with the original construction. In the event that a detached single-family dwelling is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction of such Structure. Each individual Owner of a Lot containing a townhouse or other attached dwelling covenants and agrees that in the event that such dwelling is totally destroyed, the Owner shall proceed promptly to repair or to reconstruct the dwelling in a manner consistent with the original construction, unless approval to do otherwise is obtained from the Architectural Committee in accordance with Article X, Section 1. The Board of Directors may impose more stringent requirements regarding the standards for rebuilding or reconstructing Structures on the Lot and the standard for returning the Lot to its natural state in the event the Owner decides not to rebuild or reconstruct.

Section 5. Disbursement of Proceeds. If the damage or destruction to the improvements within the Association Property for which the insurance proceeds are paid is to be repaired or reconstructed, the insurance proceeds, or such portion thereof as may be required for such purposes, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any insurance proceeds remaining after defraying such costs of repairs or reconstruction (or if no repair or reconstruction is made) shall be retained by and for the benefit of the Association.

Section 6. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the improvements within the Association Property covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

(b) Any damage or destruction to any improvements within the Association Property shall be repaired or reconstructed unless at least seventy-five percent (75%) of the Members present at a meeting of the Association decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Members within sixty (60) days after the casualty, then the period during which the Members may elect not to repair or reconstruct shall be extended until such information shall be made available. In no event shall such extension exceed sixty (60) days.

(c) In the event that it should be determined by the Members in the manner described above that the damage or destruction of the improvements within the Association Property shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property upon which the improvements were situated shall be restored to its natural state and maintained as an undeveloped portion of the Association Property by the Association in a neat and attractive condition.

(d) All repairs or reconstruction which are accomplished in accordance with this Article V, Section 4, shall be of substantially the same type and quality as existed prior to the fire or other casualty, unless a majority of each class of Members elects otherwise.

Section 7. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a uniform special assessment against all Owners, unless the damage or destruction is limited to improvements insured for the benefit of Lots within the Townhome Parcel, in which event the special assessment shall be levied only against



Owners within the Townhome Parcel. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE VI CONDEMNATION

Whenever all or any part of the Association Property owned by the Association shall be taken by any authority having the power of condemnation or eminent domain (or conveyed in lieu of or under threat of condemnation), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involved a portion of the Common Area or Townhome Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Class "A" and Class "B" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area or Townhome Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area and Townhome Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

#### ARTICLE VII CHANGE OF LAND USE

Section 1. Change of Land Use by Declarant. The term "change of land use" shall mean any change in the land use classification of all or any part of the Property or the abandonment or modification of the Project. The Declarant intends to develop the Property in accordance with the Site Plan (the "Site Plan") attached to the Town of Easton Ordinance No. 254, as amended, (the "PUD Ordinance") as subsequently modified from time to time. The Declarant reserves the right to review and modify the Site Plan at its sole option, from time to time. The Site Plan or any future Site Plan shall not bind the Declarant, its successors and assigns, to adhere to the Site Plan in the development of the Property. Declarant shall have the unilateral right, privilege, and option from time to time, without the approval of Class "A", Class "B", or Class "D" Members to change the land use of all or any portion of the Property or to modify the Project, including without limitation increasing or decreasing the number of townhome units or single family Lots or reconfiguring the Roadway Parcels. A Supplementary Declaration detailing the change of land use or modification to the Project shall be executed by the Declarant and recorded in the Land Records of Talbot County, Maryland. Any such change of land use shall conform with all terms, restrictions and portions of this Declaration.

Section 2. Modifications. In the event of any modification to the Project, as evidenced and set forth in an amendment to the PUD Ordinance approving the Project, the Declarant shall have the right to amend this Declaration to conform the terms of this Declaration to the Project, as modified. If such modification changes the number of Lots approved for the Project, the number of votes of the Class C Member, as set forth in Article III, Section 2(c) shall be adjusted to equal twice the number of total number of Lots approved for the Project and the number set forth in Article III, Section 2(c)(i) shall be adjusted to equal seventy-five percent (75%) of the total number of Lots approved for the Project. In addition, such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in this Declaration as may be necessary to reflect the different character or use, provided



however that in no event shall any such addition or modification be substantially inconsistent with the provisions of this Declaration. Any such Supplementary Declaration shall not require the consent of the Class A, Class B or Class D Members.

Section 3. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any portion of the Property.

#### ARTICLE VIII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Association Property. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Association Property and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities and common landscaped areas).

Section 2. Ownership and Acceptance of Property. The Association through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible property and real property, subject to the requirements of this Declaration. The Board of Directors, acting on behalf of the Association, must accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 3. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

#### ARTICLE IX ASSESSMENTS

Section 1. Right to Levy Assessments. The Association shall obtain funds to pay its current or capital expenses incurred in performing its obligations under the provisions of this Declaration, and to create adequate reserves for the maintenance, repair and replacement of those portions, if any, of the Association Property which must be replaced on a periodic basis, and for the payment of its future such expenses, by from time to time levying an assessment (an "Assessment") against each Owner and his respective Lot, all upon the terms, for the purposes and subject to the conditions which are set forth in the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

Section 2. Creation of Lien and Personal Obligations for Assessments. Each Lot Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) the Base Assessment, (ii) the Townhome Common Area Assessment, if applicable, (iii) special assessments, and (iv) additional assessments. All such assessments to be established and collected as hereinafter provided. Unpaid Base Assessments, Townhome Common Area Assessments, special and additional assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on and shall be a continuing lien upon the land against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed.

Section 3. Purpose of Base Assessments. The Base Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Lots within the



07/13/2023

144



10

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

1

10



property owned by Declarant other than any Lot which is a subdivided single family residential lot offered for sale to the public.

Section 10. Surplus Receipts. Any surplus of receipts over expenses of the Association for any fiscal year shall be either applied to reduce the assessments necessary to meet the budget adopted by the Association for the next fiscal year or refunded by the Association to each Owner, and the refund may be prorated among the Owners (and former Owners), including the Declarant, based upon the portion of the previous fiscal year that each such Owner (or former Owners), including the Declarant, shall have held record title to the Lot, as determined by resolution of the Board of Directors.

Section 11. Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments.

(a) The Base Assessments provided for herein shall commence as to all Lots on the later of (i) January 1, 1995 or (ii) the first day of the month following the date on which legal title to a Lot is conveyed to a person other than the Declarant. The first Base Assessment shall be fixed by the Board of Directors and shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the Base Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Base Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

(b) By not later than the thirtieth (30th) day before an assessment year commences, the Board of Directors shall adopt a budget for the Association setting forth (i) the aggregate amount of the Base Assessment and Townhome Common Area Assessment, if any, to be levied, and (ii) the respective amount of the Base Assessment and, if applicable, Townhome Common Area Assessment to be levied against each Lot. By not later than the fifteenth (15th) day before such assessment year commences, the Association shall provide a copy of such budget to each Owner at its notice address. The Association's failure to take any such action by the time set forth above shall not invalidate such action if taken later, but until such action is taken each Member shall pay to the Association on account of the Base Assessment and, if applicable, Townhome Common Area Assessment for the next assessment year, on the date or dates on which such Base Assessment and, if applicable, Townhome Common Area Assessment would have been due had the Association taken such action before such date, an amount equal to the Base Assessment and, if applicable, Townhome Common Area Assessment for the preceding assessment year (or the initial installment thereof, if such Base Assessment and, if applicable, Townhome Common Area Assessment was payable in installments).

(c) All Base Assessments shall be paid to the Association in equal quarterly installments commencing on the first (1st) day of the first calendar quarter of the assessment year and continuing on the first (1st) day of each calendar quarter thereafter, unless otherwise provided by the Board of Directors.

(d) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid, at the lesser of (i) the rate of fifteen percent (15%) per annum, or (ii) the highest rate permitted by applicable law to be charged upon the same, and shall be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the assessment, whichever is greater, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable. In addition, the Owner shall be liable for all costs of collecting any such assessment, including reasonable attorneys' fees and court costs. All such interest, late charges, and costs of collection shall be deemed to be an additional assessment hereunder. The Association may bring an action at law against the Owner personally obligated to pay the same and/or, without waiving any other right, may



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

Section 12. Maryland Contract Lien Act. The Association may establish and enforce the lien for any assessment granted herein pursuant to the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

Section 13. Subordination of the Lien to Mortgage. The lien of the assessments, including interest, late charges and costs (including reasonable attorney's fees) provided for herein shall be subordinate to the lien of any bona fide first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of such first Mortgage (or deed in lieu of foreclosure) shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee of such first Mortgage on a Lot obtains title, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such Mortgagee. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses payable as a Base Assessment on pro-rata basis from all of the Lot Owners, including such Mortgagee, its successors and assigns.

Section 14. Golf Course Contribution. Pursuant to the terms of the Easement Agreement, the Owner of the Golf Course Parcel is responsible for a portion of the expenses related to the maintenance, replacement and repair of that portion of the roadway running from Maryland Route 333 (the "Oxford Road") to the entrance to the Golf Course, as more particularly set forth in the Easement Agreement. The Board of Directors shall take this obligation into account in determining the Base Assessment and other charges.

#### ARTICLE X ARCHITECTURAL REVIEW

Section 1. Building and Landscaping Restrictions. Except for construction or development from time to time undertaken by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Association Property accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no Structure shall be commenced, erected, or maintained on any Lot, nor shall any addition to or change or alteration therein (including alterations in exterior color or design) be made, nor shall any landscaping be done on any Lot until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations, and approximate cost of the Structure, addition, or alteration shall have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations, and/or drainage; factors of public health and safety; the effect of the value of other neighboring properties, and/or the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition, or alteration, taking into account the general aesthetic values of the surrounding area.



Section 2. Landscaping. Within thirty (30) days after submission of plans for the construction of a house on its Lot, each Lot Owner shall submit a landscaping plan to the Architectural Committee for approval. The Lot Owner shall implement the approved landscaping plan within six (6) months after the Architectural Committee approval of such plan. If the Lot Owner fails to complete the landscaping of its Lot in accordance with the approved plan within six (6) months of the Architectural Committee's approval of such plan or if the Lot Owner fails to obtain the Architectural committee's approval of its landscaping plan prior to completion of the construction of the house, the Association, its agents and contractors, shall have the right to enter upon the Owner's Lot for the purpose of landscaping such Lot in the Architectural Committee's discretion. All costs incurred by the Association in connection with the landscaping shall be reimbursed to the Association by the Owner of the Lot upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article IX of this Declaration and shall be the binding personal obligation of the Owner of the Lot.

Section 3. Architectural Committee - Composition and Operation. The Architectural Committee shall be composed of three (3) persons designated by Declarant. The affirmative vote of a majority of the members of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. As long as the Declarant owns a Residential Parcel or any part thereof or any part of the Townhome Parcel, vacancies on the Architectural Committee, however caused, shall be filled by the Declarant, thereafter, such vacancies shall be filled by a majority vote of the Board of Directors. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall maintain responsibility for the review and approval of all new construction on any Lot located within the Townhome Parcel. Accordingly, with respect to any Lot located within the Townhome Parcel, the term "Architectural Committee", as used in this Article X, shall mean and refer to the Declarant until such time as the construction of a residential unit and the implementation of a landscaping plan upon such Lot are completed, thereafter, all review and approvals with respect to such Lot shall be the responsibility of the Architectural Committee.

Section 4. Setbacks.

(a) Unless otherwise permitted as shown on a recorded plat, no dwelling or appurtenances shall be located closer than twenty five (25) feet to the front lot line of any parcel with a rear lot line contiguous with the Golf Course Parcel, or, otherwise, closer than thirty (30) feet to the front lot line of the parcel upon which it is situated, or closer than thirty (30) feet of any side lot line abutting on a street in case of a Lot fronting on two or more streets or roads. Notwithstanding the foregoing, in no event shall any dwelling or appurtenances be located closer than fifteen (15) feet to the front lot line of any parcel upon which it is situated. No dwelling shall be located nearer than eight (8) feet to any side lot line. No dwelling shall be located within one hundred (100) feet of the shoreline, or if no shoreline, within twenty-five (25) feet of any rear lot line contiguous with the Golf Course Parcel or, otherwise, within thirty (30) feet of the rear lot line. This section shall not apply to townhome dwellings.

(b) The Architectural Committee shall, in all cases, have the right to determine the location of the front, side and/or rear lines of any parcel and the amount of setback from said lines necessary to conform to the requirements hereof, and the determination, judgment and decision of the Architectural Committee thereon shall be final in all respects.



Section 5. Design, Materials, Size, and Fencing.

(a) In general, all homes and related Structures shall be designed to blend into the natural surrounding. All plans and grading shall follow the natural topography.

(b) The Architectural Committee shall maintain standards for permitted materials for use in the construction of any home and related Structures.

(c) The finished living area of any dwelling house erected upon any Lot (other than a townhome), exclusive of basement and attached porches and garages, shall be not less than one thousand five hundred (1,500) square feet for a one story dwelling, nor less than two thousand (2,000) square feet for a one and one-half story dwelling, nor less than two thousand five hundred (2,500) square feet for a two story dwelling. No dwelling, garage, porch, or other structure or improvement shall be more than thirty-five (35) feet in elevation from ground level. The Architectural Committee reserves the right from time to time to amend or modify such requirements, if in its sole discretion it deems it best so to do.

(d) Except as otherwise set forth below or as determined by the Architectural Committee, no fencing shall be allowed on any Lot. Fencing may be allowed with the prior written approval of the Architectural Committee. Fencing required by any applicable law shall be allowed with the prior written approval of the Architectural Committee. Prior to granting approval for any fencing, the Architectural Committee shall review and approve the material for the proposed fencing. At the discretion of the Architectural Committee, fencing may be constructed of wood, vinyl, plastic, steel aluminum, or other materials. Chain link fences are prohibited.

Section 6. Front Yard. The front yard on each Lot shall be kept only as a lawn, including trees, flowers, and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.

Section 7. Disapproval of Plans. In any case where the Architectural Committee shall disapprove the plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing or the grounds upon which such action was based. In any such case, Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of Architectural Committee is binding.

Section 8. Approval of Plans. The applicant shall submit for approval two sets of plans and specifications. Upon approval by the Architectural Committee, one copy of such plans and specifications shall be retained by the Architectural Committee, and the other bearing the approval of the Architectural Committee in writing shall be returned to the applicant. In the event the Architectural Review Committee fails to approve or disapprove any plans and specification which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Review Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. Once the Architectural Committee has approved any plans and specification which are submitted to it pursuant to the provisions of this Article, the Architectural Committee shall not revise or rescind its approval thereof, except upon request by the applicant.

Section 9. Nonapproved Structures. If any Structure shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, in violation of the provisions hereof, such Structure or new use shall be removed or discontinued, and such use shall be terminated so as to extinguish



such violation. If within fifteen (15) days after notice of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association, through its agents and employees, shall have the right to enter upon the Lot and to take such steps as it deems necessary to extinguish such violation and the costs thereof shall be a binding, personal obligation of the Owner of the Lot, and an additional assessment upon the Lot.

Section 10. Completion of Construction. The exterior construction of any dwelling, outbuilding, or other Structure, as herein provided shall be completed within twelve (12) months after the construction of such structure shall have commenced.

Section 11. Examination Fee. The Architectural Committee may charge and collect a reasonable fee for the examination of the plans and specifications submitted for approval. Such payment shall be made at the time such plans and specifications are submitted.

Section 12. Architectural Review Rules. The Architectural Committee to the extent of its functions hereunder and rights specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation, and enforcement of the provisions of this Declaration.

Section 13. Conditional Approvals. In granting any permit, authorization, or approval, as herein provided, the Architectural Committee may impose any appropriate conditions or limitations thereon as they shall deem advisable under the circumstances of each case.

Section 14. Security Deposit. At the time of the submission of the plans and specifications in accordance with the provisions of Section 8 of this Article X the application will deposit with the Owner of the Roadway Parcels (the Declarant or the Association as the case may be) a security deposit of \$2,500 to secure the repair of damage to the property owned by the Declarant or the Association as the case may be, including roads, curbs, gutters, utility lines, landscaping, etc. by the applicant during construction of the improvement on his Lot. The Owner of such Lot shall promptly repair any damage to any of such property and in the event it shall fail so to do, the holder of the security deposit may, but shall not be obligated to, repair such damage after giving the owner of the lot written notice and failure of the owner to commence repair within ten (10) days following the date of delivery of such notice. The Owner shall be responsible in the event the cost of such repairs incurred by the holder of the security deposit exceeds the sum of \$2,500, or if the cost is less than \$2,500, the amount in excess of the cost of repair shall be refunded to the Owner of the Lot. In the event no damage occurs, as certified by the holder of the deposit, then the entire security deposit will be refunded to the Lot Owner. The provisions of this section shall not apply to the Townhome Parcel or any of the Lots into which the Townhome Parcel is subdivided.

Section 15. Interpretations. The Architectural Committee will be the interpreter of the provisions of this Declaration with respect to all matters involving aesthetics. Its decision in such matters shall be final if consistent with the intent of this Declaration. In any and all events, the Architectural Committee will not be liable for any decision, action, or inaction taken hereunder with respect to any such matters concerning aesthetics and the administration, interpretation, and enforcement of the provisions of this Declaration.

#### ARTICLE XI RESTRICTIONS AND CONDITIONS

Section 1. Architectural Review. No Structure may be erected or maintained on any Lot in violation of Article X above. Any approval given hereunder shall become null and void unless construction of the approved Structure is commenced within six (6) months of the date of such approval.



Section 2. Special Environmental Restrictions. All uses of and activities on the Property shall be subject to the restrictions imposed by the nontidal wetlands buffers, forest retention area and afforestation easement area denoted on the Buffer Management Plan for The Easton Club, prepared by Rauch, Walls and Lane, Inc., dated June, 1991, approved by the State of Maryland on June 20, 1991. The restrictions shall limit the uses of the forest to those activities that are consistent with forest conservation, such as recreational activities, forest management, and wildlife management. These covenants shall allow for the removal of dead or dying trees, provide for removal of noxious plants or weeds, allow passive recreational uses such as hiking or nature study, allow forest and wildlife management activities to take place, and prevent the dumping of trash or other material within the protected areas. The State Department of Natural Resources Forest Conservation program staff or County Resource Staff may enter upon the Property upon 48 hours notice to assure that compliance with the Forest Conservation Plan as approved is in effect. Any violation noted shall be submitted in writing to the affected Owner requesting corrective action be taken with specific time frames established.

Section 3. Purpose. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the neighbors. Except as provided below, all Lots shall be used for residential purposes only, and not for purposes of any profession, trade or business whatsoever. Structures erected on any one Lot shall consist of a main dwelling or residence for the occupancy of one family only, together with a private garage, and other structures appurtenant to the main residence or to be used in connection therewith. On no Lot shall there be more than one family and their servants occupying the main dwelling, or any structure appurtenant thereto.

Section 4. Use. No school, church, or daycare facilities shall be maintained or operated upon any portion of the Property.

Section 5. Temporary Structures. No basement, tent, shack, garage, barn or other outbuilding shall be erected on any Lot and used temporarily or permanently as a residence.

Section 6. Animals. No animal, livestock, poultry or other fowl of any kind shall be raised, bred or kept on any Lot; however, household pets in reasonable numbers may be so raised, bred or kept, provided that they are not raised, bred or kept for any commercial purposes. Under no circumstances shall pets be permitted on the Golf Course Parcel. All pets shall be kept on a leash whenever such pets are not on the pet owner's Lot.

Section 7. Hunting Prohibited. There shall be no hunting nor discharging of firearms within the Property.

Section 8. Play Equipment. No play equipment such as metal or wooden swing sets, or children's climbing apparatus, or the like, shall be permitted on any Lot unless screened substantially from view by landscaping or a wall approved by the Architectural Committee.

Section 9. Obstruction. No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any draining channels.

Section 10. Gardens. Vegetable gardens shall not be permitted on any Lot unless placed in the rear portion of such Lot in such a manner as to not constitute a nuisance to adjoining Lot Owners.



Section 11. Lawn Furniture. No lawn furniture shall be maintained in the front or side yards of any Lot except if shielded by landscaping or a wall approved by the Architectural Committee. No lawn ornaments shall be permitted on any Lot.

Section 12. Window Treatments. Bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot.

Section 13. Recreational Equipment. No play equipment, including, without limitation, basketball backboards, basketball hoops and or other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling or otherwise installed on any Lot except if screened from view from the street and placed in such a manner as to not constitute a nuisance to adjoining Lot Owners.

Section 14. Exterior Lighting. No exterior lighting, emanating from a Lot, shall be directed outside the boundaries of the Lot without the prior written approval of the Architectural Committee.

Section 15. Swimming Pools. Swimming pools must be approved by the Architectural Committee. Only inground swimming pools will be approved; above ground pools are prohibited.

Section 16. Vehicles. No vehicles without a current and valid registration, no inoperable vehicles and no truck (over 1/2 ton capacity), trailer, camper, van, horse trailer, recreation vehicle, boat or any vehicle having commercial registration or displaying commercial information or similar equipment shall be stored or parked on any of the Lots nor parked on any of the streets within or appurtenant to the Property by Owners, lessees or other occupants of the Lots. Notwithstanding the above, passenger vans, passenger vehicles may be stored within garages. Except for bona fide emergencies, no repair or extraordinary maintenance of automobiles or other vehicles shall be carried out on any Lot or the streets within or appurtenant to the Property.

Section 17. Antennas. All television or other antennas shall be located within the interior of a dwelling, except as otherwise provided in this Section. Satellite dishes or similar transmitting or receiving devices will not be permitted within the Property; provided, however, that satellite dishes and HDTV antennas not exceeding one (1) meter in diameter may be attached to a dwelling without prior approval by the Architectural Committee, subject only to valid safety restrictions and reasonable restrictions for screening and location. Electric meters and air conditioner units shall be screened from view.

Section 18. Subdivision. No Lot shall be subdivided after acquisition from the Declarant. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Declarant. With respect to any of the Lots while owned by the Declarant, the Declarant expressly reserves the right to further subdivide, to alter property liens, to alter setback lines and to otherwise revise the Plat of The Easton Club in any respect, subject to applicable Talbot County regulations and requirements.

Section 19. Leasing. Any lease agreement between an Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provision of this Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and shall be for a term of not less than ninety (90) days and in no event may a transient tenant be accommodated in any dwelling. All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, Articles of Incorporation, Bylaws, or rules and regulations of the Association or of any other document or instrument governing the Property. The Owner of a leased Residential Unit shall be jointly and severally liable with the tenant to pay for any claim for injury or damage to



**Section 20. Landscape Maintenance.** In order to preserve or improve the views, to promote the free movement of air and to prevent the harboring of flies, mosquitoes and other insects, the Association shall have the right to require the Owner of any Lot, upon thirty (30) days written notice, mailed to the Owner at the address shown in the tax assessment records of Talbot County, to trim any trees or shrubbery, to cut and remove any tall grasses (six (6) inches in height) and weeds, and/or to remove any trash and litter standing on any part of such parcel which may furnish harboring places for flies, mosquitoes or other insects, and the Association may trim, cut and remove such trees, shrubbery, grasses, weeds, trash and litter at the expense of the Owner in the event said Owner shall fail to do so within thirty (30) days of the mailing of said notice.

**Section 22. Trash Removal.** No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any other kind shall be permitted on any Lot. Trash containers may be placed in the open on any day that a pick-up of trash or other refuse is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such trash containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of trash containers permitted and the manner of storage of the same.

**Section 24. Lights.** The design and location of all exterior lighting fixtures, including Christmas ornaments, shall be subject to the approval of the Architectural Committee.

**Section 26. Modification by Declarant.** The Declarant hereby expressly reserves the right, in its absolute discretion at any time, to annul, waive, change or modify any of the restrictions contained herein by an appropriate written instrument.

6047180-03, 4/2009-00001, 12-00000



alter or demolish any item of construction without first instituting judicial proceedings. If the Association or the Declarant takes such action, the Owner shall pay to the Association or the Declarant the amount of any and all reasonable expenses incurred by the Association or the Declarant in taking such action within ten (10) days after such Owner's receipt of written demand therefor from the Association or the Declarant, and, upon the failure to pay such expenses, the Association or the Declarant may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an Assessment Lien.

Section 28. Sales, Construction and Other Offices and Signs. Anything to the contrary contained in this Declaration notwithstanding, real estate sales, model homes, construction and management offices, builder's storage areas and advertising and directional signs may be erected, maintained or operated on any Lot or on any portion of the Association Property, by the Declarant or, with the written approval of the Declarant, by a builder, provided that such offices and signs are used solely in connection with the initial development of the Property.

Section 29. Parking. Parking of motor vehicles within any streets or roadways located on or appurtenant to the Property shall be limited to short-term parking. Short-term parking includes, but is not necessarily limited to, overflow during a social event, guest parking, overflow during a tournament, as provided in Article XII, Section 2 herein, household moving and delivery vehicles, and commercial construction vehicles related to current construction adjacent to the portion of the street where the commercial construction vehicles are parked. Vehicles parked or stored continuously or regularly in violation of this restriction are subject to removal at the Owner's sole risk, cost and expense. A vehicle improperly parked or stored will be posted with a notice and warning for a period of not less than twenty-four (24) hours prior to towing, in order to provide the Owner an opportunity to remove the vehicle.

#### ARTICLE XII GOLF COURSE RELATED RESTRICTIONS

In addition to the restrictions contained in Article XI, the Lots shall be subject to the additional restrictions set forth in this Article XII, which are intended to benefit the Owner of the Golf Course Parcel.

Section 1. General. No Owner shall have any right, by virtue of ownership of any Lot, whether or not contiguous to the Golf Course Parcel, of access, entry or other use of the Golf Course Parcel, which is intended to be developed as a fee play golf course. There shall be no activity on any Lots which are contiguous to the Golf Course Parcel that unreasonably disturbs play, or the enjoyment of the Golf Course Parcel, by members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity.

Section 2. Tournament Restrictions. During any tournament or other event held at the Golf Course Parcel, there shall be no unusual construction or other activity on any portion of the Property, whether or not contiguous to the Golf Course Parcel, that, in the reasonable judgment of the owners or operators of the Golf Course Parcel, disturbs play in, or conduct of, the Golf Course Parcel, including the enjoyment thereof by spectators. The Owner of the Golf Course Parcel shall be entitled to restrict public rights-of-way and access to other public areas contiguous to or near the Golf Course Parcel during the period of any tournament, provided, however, that Owners, their guests and invitees shall have ingress to and egress from their Lots. All Owners acknowledge that during a tournament, parking facilities for spectators and guests may be located off the Golf Course Parcel, and within the Roadway Parcels, and that minor traffic congestion may occur.

Section 3. Construction Limits. With respect to portions of the Property which are contiguous to the Golf Course Parcel;



- (a) Reasonable efforts shall be made to screen locations of construction material storage areas, chemical toilets, dumpsters and other unsightly items from the line of sight of the Golf Course Parcel.
- (b) All construction areas shall be kept in reasonably good order. All debris shall be placed in dumpsters, which shall be emptied as necessary during construction in order to prevent spillage of debris on the ground.
- (c) Except for drainage required by governmental authorities, no permanent open trenches will be located adjacent to the Golf Course Parcel. Any trenches required by government authorities shall be designed so as to minimize any adverse aesthetic impact on the Golf Course Parcel and the Property.
- (d) The contractor shall schedule and perform his work in a good and workmanlike manner and use reasonable efforts to minimize any detrimental impact on play, including the enjoyment thereof by spectators.

**Section 4. Excavation.** Any trenches located within a distance of ten feet from the boundary of the Golf Course Parcel must be closed overnight unless effectively barricaded, lighted and marked to indicate a hazardous condition.

**Section 5. Construction Vehicles and Parking.** Construction parking will be restricted to the street side of any property contiguous to the Golf Course Parcel (i.e., away from the common boundary with the Golf Course Parcel).

**Section 6. Noise and Activities.** Radios, tape or record players, telephone, horns or bells shall not be operated in an unreasonably loud manner on any portion of the Property located within a distance of one hundred (100) feet from the boundary of the Golf Course Parcel. In addition, no activities are permitted within fifty (50) feet of the Golf Course Parcel which could disturb play or the enjoyment of the Golf Course Parcel.

**Section 7. Signage.** No Lot Owner shall be permitted to erect signs adjacent to the Golf Course Parcel with the exception of emergency or warning signs.

**Section 8. Pets.** Pets shall be kept off of the Golf Course Parcel at all times.

**Section 9. Golf Course Signage.** The Owner of the Golf Course Parcel may erect and maintain at the entrance to the Property, signage relating to, but not limited to, identification of its golf course, signs for special events being held at the Golf Course, directional signage, and such other signage normally associated with the common practices of a golf course; provided all such signage is located within the Roadway Parcel.

**Section 10. Out of Bounds.** Golfers shall not be denied access to Lots adjacent to the Golf Course Parcel for the purpose of retrieving golf balls that have been hit out of bounds. Golfers may not play golf balls that have entered Lots adjacent to the Golf Course Parcel and golfers may not otherwise invade the privacy of Lot Owners or their Residential Units. The Owner of the Golf Course Parcel shall strictly enforce this provision through the employment of rangers or other acceptable means.

**Section 11. Fencing.** No fencing shall be erected on any Lot which is contiguous to the Golf Course Parcel without the express written consent of the Owner of the Golf Course Parcel.

**Section 12. Enforceability.** The rights and obligations to implement the enforcement of the provisions of this Article XII shall be delegated to and become the sole responsibility of the Owner of the Golf Course Parcel.



**Section 13. Change of Use.** The provisions of this Article XII shall only apply to the extent of and during the period that the Golf Course Parcel is being used for the operation of a golf course.

### ARTICLE XIII

#### DURATION

This Declaration shall be deemed covenants running with the land and/or charges and liens upon the land and any and every conveyance of any part of the Property shall be absolutely subject to the provisions hereof whether or not it shall be so expressed in the deed, lease or other conveyance thereof. The provisions of this Declaration shall inure to the benefit of and shall be enforceable by the Declarant and any Owner, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

## ARTICLE XIV AMENDMENTS

Section 1. Amendment. The Declarant specifically reserves to itself, its successors and assigns, the right to amend the Declaration, or any portion thereof, on its own motion, from the date hereof until December 31, 2004, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members. In addition, this Declaration may be amended by an instrument signed by not less than Owners entitled to cast at least two-thirds of the total votes of the membership. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes cast against the amendment. Such addendum shall be recorded in the Land Records of Talbot County, Maryland.

Section 2. Special Approval Rights.

(a) Golf Course Parcel. Any proposed amendment to this Declaration which would have a material adverse impact on the Golf Course Parcel, or any part thereof, or any amendment to Article XII hereof, shall not be effective without the prior written consent of the Owner of the Golf Course Parcel.

Section 3. Recordation. Any amendment or modification hereof shall be duly recorded among the Land Records of Talbot County, Maryland.

## ARTICLE XV

### NOTICES

Section 1. Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner in the Land Records of Talbot County, Maryland, on the third day after the date the notice is mailed.

Section 2. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

#### ARTICLE XVI ENFORCEMENT

Section 1. Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration, the Declarant, the Association or any other Lot Owner or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof, to prevent the violation or breach in any event, to recover damages or to create any lien provided for in this Declaration.

Section 2. Enforcement by the Association and Declarant. In addition to the foregoing, the Association or the Declarant shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The Association or the Declarant may engage a person or persons to respond to complaints received as to violations of the covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Declarant or Association may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these covenants. Violators shall be obligated to reimburse the Association and the Declarant in full for all their direct and indirect costs, including but not limited to reasonable legal fees incurred by the Association and the Declarant in maintaining compliance with these covenants.

Section 3. Enforcement of Restrictions. Violation of any condition of Articles X and XI shall give the Declarant, in addition to all other remedies (a) the right to enter upon the land upon, or as to which such violation exists and summarily to abate and remove, at the expense of the owner thereof, such violation, and neither the Declarant, nor any of its agents, officers, or employees, shall thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, or be liable for any damages resulting therefrom, and (b) the right to apply for injunctive relief, the parties hereto agreeing that any such breach cannot be compensated adequately by recovery of damages. All such rights shall be continuing in character, and shall not be deemed to be terminated, exhausted or abridged by the multiple exercise thereof.

Section 4. Enforcement by Town. In the event the roadways within the Property are not maintained in good order and repair, the Town shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to enter upon the Property to perform any required maintenance or repair and to assess such costs against the responsible party.

Section 5. Enforcement by Owner of Golf Course Parcel. Violation of any condition of Article XII shall give the Owner of the Golf Course Parcel, in addition to all other remedies (a) the right to enter upon the land upon, or as to which such violation exists and summarily to abate and remove, at the expense of the Owner thereof, such violation, and neither the Owner of the Golf Course Parcel, nor any of its agents, officers, or employees, shall thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, or be liable for any damages resulting therefrom, and (b) the right to apply for injunctive relief, the parties hereto agreeing that any such breach cannot be compensated adequately by recovery of damages. All such rights shall be continuing in character, and shall not be deemed to be terminated, exhausted or abridged by the multiple exercise thereof.



**ARTICLE XVII**  
**ADDITIONAL PROPERTY**

Section 1. **Additions.** Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration among the Land Records of Talbot County, Maryland, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in this Declaration as may be necessary to reflect the different character or use, if any, of such annexed property, provided however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of this Declaration.

Section 2. **Planned Additions.** The subdivision of the Residential Parcels and the Townhome Parcel shall not constitute an annexation for purposes of this Declaration.

**ARTICLE XVIII**  
**RIGHTS OF MORTGAGEES**

Section 1. **General.**

(a) Regardless of whether a Mortgagee in possession of a Lot is its Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the recorded subdivision plat, the Articles of Incorporation, the By-Laws and applicable law which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Owner to satisfy any of the same.

Section 2. **Priority over Assessment.** A Mortgagee's interest in a Lot under its Mortgage shall be superior to any claim or lien for any Assessment levied against such Lot.

Section 3. **Consent.** Any other provision of this Declaration to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of at least two-thirds (2/3) of the first mortgages of record on the Lots:

(a) abandon, partition, encumber, sell or transfer any of the Common Areas and Community Facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and Community Facilities by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the Common Areas and Community Facilities; or

(e) fail to maintain fire and extended coverage insurance on all insurable improvements on the Association Property, in an amount sufficient to cover the full replacement cost of such improvements (exclusive of land) in the event of damage or destruction; or

(f) change, waive or abandon any scheme of regulations, or enforcement thereof, set forth in the provisions of this Declaration, pertaining to the architectural design or the exterior appearance or maintenance of Lots or improvements thereon, or the maintenance and upkeep of the Common Areas.

Section 4. Foreclosure. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding.

Section 5. Payment of Charges. Any first Mortgagee of any Lot may pay any taxes, utility charges or other charge levied against the Association Property which are in default and which may or have become a charge or lien against any of the Association Property and any such first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Association Property. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 6. Right to Inspect, to Receive Audited Statement and to Receive Notice.

(a) A Mortgagee shall, upon written request of the Association, be entitled to (i) inspect the Association's books and records during normal business hours, and (ii) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association;

(b) A Mortgagee, upon written request of the Association (which request must state the name and address of the Mortgagee and the Lot number or address of the Lot which its Mortgage encumbers) shall be entitled to be given timely written notice by the Association of:

(i) any proposed termination of the Association;

(ii) any condemnation or eminent domain proceeding or casualty loss affecting a material portion of the Association Property;

(iii) any default in the performance by the Owner of the Lot on which such Mortgagee holds a Mortgage of any obligations under the Declaration or By-Laws which is not cured within sixty (60) days;

(iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Association.

Section 7. Approval of Amendments. Anything contained in any of the provisions of this Declaration notwithstanding, this Declaration and the By-Laws may be amended with and only with the approval of Eligible Mortgagees who represent at least fifty-one percent (51%) of the Votes of Lots that are subject to Mortgages held by Eligible Mortgagees if the amendment would effect a change in:

(a) voting rights;



- (b) provisions of this Declaration and the By-Laws relating to Assessments, Assessment Liens, and/or the priority of Assessment Liens;
- (c) provisions of this Declaration and the By-Laws relating to reserves for maintenance, repair and replacement of the Common Areas;
- (d) responsibility for maintenance and/or repairs;
- (e) reallocation of the rights to use the Association Property;
- (f) provisions of this Declaration and the By-Laws relating to expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property;
- (g) provisions of this Declaration and the By-Laws relating to insurance or fidelity bond requirements;
- (h) any restrictions on the leasing of Lots;
- (i) the imposition of any restrictions on an Owner's right to sell or transfer his Lot; and
- (j) any provision requiring the restoration and repair of the Association Property after a casualty or condemnation.

An Eligible Mortgagee shall be deemed to have approved any action referred to in this Section if the Eligible Mortgagee fails to submit a response to any written proposal with respect to the foregoing within thirty (30) days after such Eligible Mortgagee receives notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested. As used herein, the term "Eligible Mortgagee" shall mean a Mortgagee who has requested the Association to notify it on any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

#### ARTICLE XXIX GENERAL PROVISIONS

Section 1. Severability. The determination by a Court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 2. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation or construction which will best tend toward the consummation of the general plan of development of the Property. The provision of these covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restrictive use of the Property.

Section 3. Trespass. Whenever the Association, and/or the Declarant are permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any Lot, Common Area, or easement areas adjacent thereto, entering such property and taking such action shall not be deemed a trespass.

Section 4. Attorney's Fees. Any party to a proceeding who succeeds in enforcing a provision hereof or enjoin the violation of a provision against a Lot Owner may be awarded a reasonable attorney's fee against such Lot Owner.

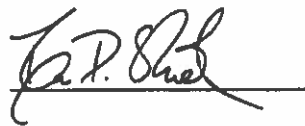
Section 5. Successors and Assigns. Each grantee accepting a deed or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of this interest in any real property subject hereto.

Section 6. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association by an instrument specifically assigning them.

IN WITNESS WHEREOF, the Declarant has set its hand and seal as of the day and year first above written.

WITNESS:

REL P LIMITED PARTNERSHIP,  
a Maryland limited partnership  
(formerly, Rocks Easton Limited Partnership)



BY:  (SEAL)  
Robert D. Rauch  
President, RDR Land Company,  
General Partner  
Declarant



STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

On this 9 day of December, 2002, before me, a Notary Public of the State of Maryland, personally appeared Robert D. Rauch, who acknowledged himself to be the President of RDR Land Company, a Maryland corporation, which is the General Partner of the Declarant, RELP Limited Partnership, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to this Third Amended and Supplementary Declaration of Covenants and Restrictions, and that he, as such Officer, being authorized so to do executed the foregoing Declaration on behalf of RDR Land Company acting in its capacity as a General Partner of RELP Limited Partnership for the purposes therein contained, and he certified that said Declaration is the valid and proper act of RELP Limited Partnership, by signing in the name of RDR Land Company by himself as President.

WITNESS my hand and Notarial Seal.

My Commission Expires:

1/1/06

*Judith Marie Morse*  
Notary Public



THIS IS TO CERTIFY that this instrument was prepared by Ryan D. Showalter, an attorney duly admitted to practice before the Court of Appeals of Maryland

*R. D. Showalter*  
Ryan D. Showalter

**EXHIBIT A**

All of that real property situate and lying in the Town of Easton, Talbot County, Maryland consisting of approximately 283.873 acres and shown on the plat entitled "Plat Showing Lot 154-The Easton Club" recorded among the Plat Records of Talbot County, in Plat Cabinet No. 2, Plat No. 95C, saving and excepting therefrom those parcels of land totaling approximately 188.35 acres and designated thereon as Lot 154 Parcel A (53.67 acres), Lot 154 Parcel B (111.08 acres) and Lot 154 Parcel C (23.60 acres) being more particularly described in a Deed dated September 16, 1994 from Rocks Easton Limited Partnership to Easton Club Golf Course, LC recorded among the Land Records of Talbot County, Maryland on September 16, 1994 at Liber 786, folio 961.



**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR THE EASTON CLUB**

**EXHIBIT B**

**PARCEL NO. ONE**

Beginning for the same at a Point; said Point being the northerlymost corner of the herein described land; said Point also being on the division line between the herein described land and "Block H" of The Easton Club; and from said Place of Beginning running by and with the westerly side of "Block J" the following three courses and distances (1) South 21 degrees 31 minutes 01 seconds East 79.16 feet; thence (2) South 37 degrees 33 minutes 50 seconds East 347.58 feet; thence (3) South 33 degrees 08 minutes 12 seconds East 324.17 feet; thence by and with a new division line between the herein described land and the said Lot No. 154 Parcel B the following three courses and distances (4) North 36 degrees 50 minutes 32 seconds West 320.00 feet; thence (5) North 43 degrees 21 minutes 36 seconds West 345.00 feet; thence (6) North 05 degrees 19 minutes 55 seconds East 114.17 feet to the Place of Beginning, containing 18,755 Square Feet of Land, more or less, and

**PARCEL NO. TWO**

Beginning for the same at a Point; said Point being a southeasterly corner of the herein described land, said Point also being the northwesterly end of Parcel B of the road system of The Easton Club, known as Tour Drive; and from said Place of Beginning running by and with the westerly side of the said Tour Drive (1) South 13 degrees 25 minutes 58 seconds East 237.46 feet; thence by and with a new division line between the herein described land and the remaining lands of Lot No. 154, Parcel B of The Easton Club the following thirteen courses and distances (2) North 81 degrees 42 minutes 42 seconds West 442.54 feet; thence (3) North 08 degrees 39 minutes 05 seconds East 26.46 feet; thence (4) North 53 degrees 26 minutes 17 seconds West 184.45 feet; thence (5) North 17 degrees 03 minutes 08 seconds East 125.50 feet; thence (6) South 70 degrees 06 minutes 25 seconds East 79.04 feet; thence (7) North 35 degrees 44 minutes 21 seconds East 75.70 feet; thence (8) North 07 degrees 25 minutes 07 seconds West 264.83 feet; thence (9) North 11 degrees 23 minutes 37 seconds East 200.29 feet; thence (10) South 65 degrees 41 minutes 13 seconds East 129.18 feet; thence (11) North 23 degrees 03 minutes 59 seconds West 114.38 feet; thence (12) North 42 degrees 48 minutes 13 seconds East 46.60 feet; thence (13) North 18 degrees 21 minutes 00 seconds East 107.88 feet; thence (14) South 48 degrees 22 minutes 35 seconds East 87.06 feet to "Block J"; thence by and with the said "Block J" the following ten courses and distances (15) South 44 degrees 45 minutes 54 seconds West 132.40 feet; thence (16) South 25 degrees 46 minutes 52 seconds East 96.46 feet; thence (17) South 28 degrees 33 minutes 36 seconds West 38.65 feet; thence (18) North 85 degrees 57 minutes 19 seconds West 62.37 feet; thence (19) South 23 degrees 33 minutes 36 seconds West 189.64 feet; thence (20) South 06 degrees 51 minutes 18 seconds East 93.55 feet; thence (21) South 22 degrees 13 minutes 52 seconds East 72.83 feet; thence (22) South 08 degrees 39 minutes 05 seconds West 55.71 feet; thence (23) South 55 degrees 15 minutes 04 seconds East 250.92 feet; thence (24) North 77 degrees 35 minutes 16 seconds East 137.08 feet to the Place of Beginning, containing 3.466 Acres of Land, more or less.

**PARCEL NO. THREE**

ALL that lot or parcel of land situate, lying and being in the Town of Easton, First Election District, Talbot County, Maryland, and more particularly shown and designated as Lot 149, containing 18,026 square feet, more or less on a Plat consisting of four (4) sheets titled "THE EASTON CLUB PHASE I TOWN OF

EASTON TAX MAP 34 GRID 15 PARCEL 122 TALBOT COUNTY, MARYLAND" prepared by Rauch, Walls and Lane, Inc., dated June 1994 (revised through October 21, 1994), and recorded among the Plat Records of Talbot County, Maryland in Plat Cabinet No. 3, beginning at Plat No. 33EE.

BEING a portion of the property conveyed by Rocks Easton Limited Partnership, a Maryland limited partnership, to Easton Club Golf Course LC, Maryland limited liability company, by a Deed dated September 16, 1994, and recorded among the Land Records of Talbot County, Maryland, in Liber 786, folio 961.

**PARCEL NO. FOUR**

**Description of 1.269 Acres of Land  
in the Town of Easton  
Talbot County, Maryland**

Beginning for the same at a corner of the herein described and a point along the North 13 degrees 25 minutes 58 seconds West, 413.50' line of "Parcel B" (see Plat M.A.S. PC3/31E). Said Point of Beginning being also South 13 degrees 25 minutes 58 seconds East, 383.93' from the northwest end of the North 57 degrees 16 minutes 26 seconds East 138.05 foot line of "Block J"; The Easton Club (Plat M.A.S. PC3/31E).

Thence leaving said Point of Beginning so fixed and binding on Lot 154 "Parcel A" of said Easton Club, the following seven (7) courses and distance; (1) North 80 degrees 30 minutes 12 seconds East 335.90 feet to a Point; thence (2) North 53 degrees 39 minutes 45 seconds East 522.62 feet to a Point; thence (3) South 23 degrees 12 minutes 02 seconds West 340.02 feet to a Point; thence (4) with the arc of a curve deflecting to the right a distance of 87.03 feet to a Point, said curve having a radius of 371.29 feet and being scribe by a chord of South 62 degrees 51 minutes 49 seconds East, 86.83'; thence (5) South 56 degrees 08 minutes 54 seconds East 77.15 feet to a point; thence (6) with the arc of a curve deflecting to the left a distance of 46.83 feet to a Point, said curve having a radius of 30.00 feet and being scribe by a chord of North 79 degrees 07 minutes 42 seconds East, 42.22'; thence (7) South 34 degrees 24 minutes 17 seconds West 25.96 feet to the southeast corner of the aforementioned "Parcel B."

Thence binding on "Parcel B", the following five (5) courses and distances; (1) with the arc of a curve deflecting to the right a distance of 47.12 feet, said curve having a radius of 30.00 feet and being scribe by a chord of South 79 degrees 24 minutes 17 seconds West, 42.43'; thence (2) North 55 degrees 35 minutes 43 seconds West, 78.95' to a point thence (3) with a curve deflecting to the left a distance of 342.32 feet, said curve having a radius of 410.00 feet and being scribe by a chord of North 79 degrees 30 minutes 51 seconds West, 332.46'; thence (4) South 76 degrees 34 minutes 02 seconds West, 355.57 feet; thence (5) North 13 degrees 25 minutes 58 seconds West, 29.56 feet to the Place of Beginning, containing in all 1.269 Acres of Land, more or less.

**PARCEL NO. FIVE**

**Description of 1.452 Acres of Land  
in the Town of Easton  
Talbot County, Maryland**

Beginning for the same at a corner of the herein described and the northwest corner of "Parcel B" (see Plat M.A.S. PC3/31E). Said Point of Beginning being South 13 degrees 25 minutes 58 seconds East 234.37



feet from the southeast end of the North 81 degrees 42 minutes 42 seconds West 442.54 foot line of "Block J" The Easton Club (Plat M.A.S. PC3/31E).

Thence leaving said Point of Beginning so fixed and binding on "Parcel B" the following two (2) courses and distances; (1) North 76 degrees 34 minutes 02 seconds West 415.57 feet to a Point; thence (2) with the arc of a curve deflecting to the right a distance of 292.22 feet to a point, said curve having a radius of 350.00 feet and being scribe by a chord of South 79 degrees 30 minutes 51 seconds East, 283.81'.

Thence leaving said "Parcel B" and binding on Lot 154 Parcel B of the said Easton Club, the following seven (7) courses and distances; (1) South 78 degrees 15 minutes 56 seconds West 269.81 feet; thence (2) South 56 degrees 53 minutes 43 seconds West 23.09 feet to a Point; thence (3) South 77 degrees 10 minutes 37 seconds West, 160.00 feet to a Point; thence (4) North 78 degrees 30 minutes 45 seconds West, 30.90 feet to a Point; thence (5) South 77 degrees 10 minutes 37 seconds West, 150.34 feet to a Point; thence (6) North 83 degrees 32 minutes 40 seconds West, 47.75 feet to a Point; thence (7) North 13 degrees 25 minutes 58 seconds West, 81.92 feet to the Place of Beginning, containing 1.452 Acres of Land, more or less.



**TOWN OF EASTON**  
**PLANNING & ZONING DEPARTMENT**  
P.O. BOX 520  
Easton, Maryland 21601

July 18, 2023

**Re: BOZA Application V-988 / V 23-09**  
28467 Wedgeway Circle  
Tax Map 034, Grid 015, Parcel 029, Lot 152  
Easton, Maryland 21601

MJH Construction, LLC  
% Michael J. Harkowa  
8648 Commerce Drive, STE 900  
Easton, Maryland 21601

|                             |                |           |
|-----------------------------|----------------|-----------|
| Town of Easton              |                |           |
| *** CUSTOMER RECEIPT ***    |                |           |
| Oper: CKAHANE               | Type: DC       | Drawer: 1 |
| Date: 7/17/23 01            | Receipt no:    | 1277      |
| Year                        | Number         | Amount    |
| 2023                        | 988            |           |
| PZ                          | PZ - PAYMENTS  | \$200.00  |
| Tender detail               |                |           |
| CK CHECK                    | 2785           | \$200.00  |
| Total tendered              |                | \$200.00  |
| Total payment               |                | \$200.00  |
| Trans date: 7/17/23         | Time: 15:52:05 |           |
| THANK YOU FOR YOUR PAYMENT. |                |           |



# Exhibit 'C'



Sign posted on July 28, 2023



# Exhibit 'D'

Date of Hearing: August 15, 2023

# 3c

**BOARD OF ZONING APPEALS  
PUBLIC HEARING  
STAFF REPORT**

**SUBJECT:** **VARIANCE-988**

**ELECTION WARD:** Ward 3

**CRITICAL ACTION DATE:** At the pleasure of the Board.

**STAFF CONTACTS:** Nicholas Johnson - Planner  
Miguel Salinas - Director of Planning and Zoning

**APPLICANT:** MJH Construction LLC on behalf of Norris A. King Jr.

**PURPOSE:** The applicant is seeking variances from the thirty (30) foot front setback and the ten (10) foot side setback requirements established by the Easton Club PUD to construct a new 2,081 square foot single family dwelling unit.

**RECOMMENDATION:**

Staff supports a Board of Zoning Appeals (Board) **approval** of this request as submitted. This lot has peculiarities caused by the large front setbacks and the wedge shape that make the construction of a single-family home that is a comparable size to other homes throughout the Easton Club subdivision nearly impossible.

---

| <b>APPLICATION INFORMATION:</b>                              |                                                                                                                  |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <b>APPLICANT:</b><br>Norris A. King Jr and Harriette V. King | <b>REPRESENTATIVE:</b><br>Michael J. Harkowa<br>MJH Construction LLC.<br>8648 Commerce Drive<br>Easton MD, 21601 |



| <b>PARCELS/ACREAGE:</b>                  |                                           |
|------------------------------------------|-------------------------------------------|
| Parcel Information                       | Acreage                                   |
| Map 34, Grid 15, Parcel 29, Lot 151      | 0.28                                      |
| <b>ACCEPTANCE DATE:</b><br>July 17, 2023 | <b>LOCATION:</b><br>28467 Wedgeway Circle |
| <b>EXISTING ZONING</b><br>PUD            | <b>EXISTING LAND USE:</b><br>Residential  |
| <b>HISTORIC DISTRICT:</b><br>No          | <b>FUTURE LAND USE:</b><br>Residential    |

**CONTEXT:**

Location/Site Access – The subject property is a corner lot located at the intersection of Wedgeway Court and Easton Club East. The proposed site access is via a driveway on Easton Club Drive.

Existing Conditions – The subject property is currently unimproved and is partially forested.

Surrounding Properties –

|              | <b>Land Use</b> | <b>Zoning District(s)</b> | <b>Future Planned Land Use</b> |
|--------------|-----------------|---------------------------|--------------------------------|
| <b>South</b> | Residential     | PUD                       | Residential                    |
| <b>East</b>  | Unimproved      | PUD                       | Residential                    |
| <b>West</b>  | Residential     | PUD                       | Residential                    |
| <b>North</b> | Residential     | PUD                       | Residential                    |





**Figure 1: Vicinity Map**

**PROPOSAL:** The applicant is proposing to construct a 2,081 square foot single family dwelling unit on an unimproved corner lot in the Easton Club subdivision. Since this is a corner lot, it has two 30-foot front setbacks and one 10-foot side setback. A setback variance from the 30-foot front setback on the Easton Club Drive frontage is being requested as well as a side setback variance from the 10-foot side setback. The applicant has submitted the following information:

- Conceptual site plan
- Conceptual building elevations
- Deed

**BACKGROUND:** This parcel is part of the planned unit development known as Easton Club. The Easton Club PUD was approved by the Town Council in 1993 through Ordinance 254 and subsequently amended. This parcel is part of Phase 1 of Easton Club which was subdivided in 1993. The setbacks for this lot as determined in the PUD process are 30 feet on the fronts and ten feet on the sides. A building permit for this lot was approved in 2005 but was later abandoned.



**POLICY ANALYSIS (VARIANCE):**

- a. **Granting the application: (i) will not be contrary to the public interest, (ii) will be in harmony with the purpose and intent of the Ordinance and (iii) will not be injurious to the neighborhood or otherwise detrimental to the public welfare;**

**Analysis** – It is in the public’s interest to provide housing on undeveloped lots throughout the Town. The granting of this variance would permit the construction of a single-family dwelling unit on one of the few remaining buildable lots within the Eaton Club subdivision. The proposed structure should not be detrimental to the public welfare given that the neighboring lot where the side setback variance is being requested from is vacant and the front setback variance is from the Town right-of-way.

- b. **Owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.**

**Analysis** – Given that this lot is a small and oddly shaped corner lot, the building envelope is extremely small. The two thirty-foot front setbacks create a building envelope that is not conducive to homes found throughout the Easton Club subdivision. For reference, the front setback requirements in the town’s other two residential zoning districts is only fifteen (15) feet. There is also a visibility triangle that must be maintained at the intersection of Wedgeway Court and Easton Club Drive that further limits development in that area of the property. Lastly, the conditions peculiar to the property are not a result of any action taken by the applicant, as the lot was created by subdivision in 1993.

**DRAFT MOTIONS:**

1. I move that the Board of Zoning Appeals **approve** Variance 988 as submitted.

OR

2. I move that the Board of Zoning Appeals deny Special Exception 983 based on the following findings

OR

3. I move an alternate motion.



## NOTICE

Notice is hereby given that MJH Construction, LLC has filed Application V-988 / V 23-09, pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from the front and side yard setback requirements as established by the PUD Ordinance for Easton Club. The applicant seeks to construct a new two story single family home that is oriented to the south side facing Wedgeway Circle with a garage and driveway that is oriented to face Easton Club Drive.

The property is located at 28467 Wedgeway Circle, Easton, Maryland and is situated in the Easton Club PUD – Planned Unit Development. The property is owned by Norris A. King Jr. and Harriette V. King. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, August 15, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

## EASTON BOARD OF ZONING APPEALS

Notice to Star Democrat: Please publish as indicated above and send Certificate of Publication to Planning and Zoning, Town of Easton, P.O. Box 520, Easton, Maryland 21601, prior to date of hearing.



**APG Media of Chesapeake, LLC**  
**29088 Airpark Drive**  
**Easton, MD 21601**

**07/24/23**

Phone: Fax:  
<http://www.chespub.com>

|                                               |                                |
|-----------------------------------------------|--------------------------------|
| Cust. AcctID:                                 | Creation Date: <b>07/24/23</b> |
|                                               | Ad Date: <b>07/30/23</b>       |
|                                               | Class: <b>10</b>               |
| Name: <b>Joanne Drummer</b>                   | Ad ID:                         |
| Company: <b>TOWN OF EASTON (L)</b>            | Ad Taker: <b>AHALL</b>         |
| Address: <b>PO Box 520</b>                    | Sales Person: <b>503</b>       |
| <b>EASTON, MD 21601</b>                       | Words: <b>198</b>              |
|                                               | Lines: <b>22</b>               |
| Telephone: <b>(410) 822-2525</b>              | Agate Lines: <b>66</b>         |
| Email:                                        | Depth: <b>2.75</b>             |
| Description: <b>Application V-988/V 23-09</b> | Inserts: <b>2</b>              |
|                                               | Blind Box:                     |

Other Charges:

Total:

Discount:

Paid Amount:

Surcharge:

Credits:

Amount Due:

Bill Depth:

**CREDIT CARD DETAILS**

| PT | CT | CN | Number | Exp. | Amnt. |
|----|----|----|--------|------|-------|
|    |    |    |        |      |       |

| Publication       | Start    | Stop     | Inserts | Cost |
|-------------------|----------|----------|---------|------|
| The Star Democrat | 07/30/23 | 07/30/23 | 1       |      |

**NOTICE**

Notice is hereby given that MJH Construction, LLC has filed Application V-988 / V 23-09, pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from the front and side yard setback requirements as established by the PUD Ordinance for Easton Club. The applicant seeks to construct a new two story single family home that is oriented to the south side facing Wedgeway Circle with a garage and driveway that is oriented to face Easton Club Drive.

The property is located at 28467 Wedgeway Circle, Easton, Maryland and is situated in the Easton Club PUD – Planned Unit Development. The property is owned by Norris A. King Jr. and Harriette V. King. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, August 15, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

EASTON BOARD OF ZONING APPEALS  
3029662 SD 7/30/2023

Ad Note:

Customer Note:

*We Appreciate Your Business!*  
*Thank You Joanne Drummer!*



# Exhibit 'F'



## TOWN OF EASTON

### Planning & Zoning Department

14 South Harrison Street

P.O. Box 520

Easton, Maryland 21601

### NOTICE OF APPLICATION SUMMARY

2023-08-15

V-988 / V 23-09

**Applicant notified of hearing date:** Email: 2023-07-28 – 18 days

**Exhibit A:** Application – 2023-07-17 – 29 days

**Exhibit B:** Paid Receipt – 2023-07-17 – 29 days

**Exhibit C:** Picture of Property Sign Posting – 2023-07-28 – 18 days

**Exhibit D:** Staff Report – 2023-08-04 – 11 days

**Exhibit E:** Public Advertisement

**Advertisement sent to the Star Democrat:** 2023-7-24 – 22 days

**Advertisement run in Star Democrat:** 2023-07-30 – 16 days

**Exhibit F:** Notices

**Applicant Hearing Letter:** 2023-07-28 – 18 days

**400' Notices Distributed:** 2023-07-31 – 15 days





## TOWN OF EASTON

P.O. Box 520  
Easton, Maryland 21601

July 28, 2023

MJH Construction, LLC  
% Michael J. Harkowa  
8648 Commerce Drive, Ste 900  
Easton, Maryland 21601

**Re: BOZA Application V-988 / V 23-09**  
28467 Wedgeway Circle  
Tax Map 034, Grid 015, Parcel 029, Lot 152  
Easton, Maryland 21601

Mr. Harkowa,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on ***Tuesday, August 15th at 9:00 A. M.*** in the Chambers of the Mayor and Council of Easton. You should appear at the above time and place, together with any witnesses you may care to present and be prepared to submit evidence, which will establish:

1. That granting the application will not be contrary to the public interest;
2. that granting the application will be in harmony with the purpose and intent of the Ordinance;
3. that granting the application will not be injurious to the neighborhood or otherwise detrimental to the public welfare;
4. that owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.

Please be prepared to answer the four listed items above at the time of the Hearing.

If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

*Samantha N. Smith*

**Samantha N. Smith**, Administrative Specialist  
Planning and Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)





## TOWN OF EASTON

14 South Harrison Street  
Easton, Maryland 21601

July 31, 2023

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, August 15, 2023 at 9:00 a.m.** in the Easton Town Council Chambers located on the second floor of 14 South Harrison Street. The Town of Easton Zoning Ordinance requires that owners of property located within 400 feet of a parcel on which certain types of applications are pending be given notice of upcoming meetings or hearings. If you are a tenant in or an owner of a multi-unit building, please distribute or post this notice in a visible location for all other tenants or owners to view. If you are a tenant of a rental property, please notify the property owner that this notice letter has been distributed to their property. Notice has also been sent to the Star Democrat, a sign has been posted at the subject property and the hearing agenda has been posted on the Town of Easton website: <http://eastonmd.gov/>.

This letter is sent to inform you that MJH Construction, LLC has filed Application V-988 / V 23-09, pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from the front and side yard setback requirements as established by the PUD Ordinance for Easton Club. The property is located at 28467 Wedgeway Circle. The applicant seeks to construct a new two story single family home on the property that is oriented to the south side facing Wedgeway Circle with a garage and driveway that is oriented to face Easton Club Drive.

Copies of the proposed application are on file and available for public review in the Town's Planning Office at 14 South Harrison Street between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. **In addition, digital copies are also available for review via the Town's website at <https://www.eastonmd.gov/129/Agendas-Minutes>.** If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via e-mail at [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov).

*Samantha N. Smith*

**Samantha N. Smith**, Administrative Specialist  
Planning & Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)



Brenda L. Crabbs  
7615 Easton Club Drive  
Easton, Maryland 21601

**RECEIVED**  
**AUG 10 2023**  
**TOWN OF EASTON**

August 8, 2023

**Members of the Board of Zoning Appeals**

Samantha Smith, Administrative Specialist  
Town Of Easton  
14 South Harrison Street  
Easton, Maryland 21601

Re: **Application V-988/ V 23-09**

Dears Members,

MJH Construction has filed the above referenced application to obtain variance from the front and side yard setback requirements as established in the PUD Ordinance for the Easton Club. The property is located at 28467 Wedgeway Circle. If the request is granted, the garage and drive will face the front of my property where I have lived for 23 years.

I recognize the right of the property owner to develop their property, however there are several reasons why this variance as requested is inappropriate.

1. The address of the property is Wedgeway Circle and the entrance to the property should be consistent.
2. The house across Wedgeway Circle from the applicant on the opposite corner sits crosswise on the lot with their drive accessing Wedgeway.
3. Easton Club Drive is the main east/west thoroughfare through the Easton Club and most of the existing houses have garages opening to the side of the property making for a more pleasing esthetic appearance.
4. We have a continuing speed problem in the Easton Club and visibility (site distance to the stop sign at Tour Drive) to enter Easton Club Drive from the subject property as proposed would be unsafe.
5. My site distance is slightly better than the subject property would be and I almost got hit recently by a car that took off from the stop sign and floored it as I exited my driveway.
6. The Easton Police Department have been working with the Homeowners Association on the speed issue.

It seems that an easy solution would be to simply flip the orientation of the house to enter onto Wedgeway Circle consistent with the address of the property. It would be safer for the new homeowner and more esthetically pleasing for the three property owners across Easton Club Drive.

Thank you for your thoughtful consideration.

***Brenda L. Crabbs***



The Easton Club Home Owners Association  
Email: ECCARHF@gmail.com

Easton Board of Zoning Appeals  
Easton, Md.

**Subject:** Home Owners Association concerns regarding  
Application V-988/V23-09; 28467 Wedgeway Circle; Lot 152  
On Agenda for Aug. 15, 2023

I am the chair person for the Easton Club Home Owners Association  
architectural committee; and we offer the following comments.

There are 3 building lots on Wedgeway Circle that have been vacant since  
1995. These lots have an odd configuration and shape and do not resemble  
the typical rectangular lot in the community with equal square footage.

In addressing this application for a variance, we have considered the future  
placement of houses on all 3 of these lots and compatibility with the adjacent  
existing homes.

We require maintaining the community set backs which are 30 ft. and 8 ft  
from the side property line of the lot. This requires reducing the footprint  
plan of the proposed house. We would also like to consider placing the  
driveway access from Wedgeway Circle; which has less traffic than Easton  
Club Drive.

Sincerely yours,

*Ronald Frei*

Ronald Frei  
Architectural Committee Chair Person  
Phone: 703 785 1757

**RECEIVED**  
**AUG 10 2023**  
**TOWN OF EASTON**



# Exhibit 'A'



## Town of Easton

Engineering, Planning and Zoning

14 South Harrison Street, Easton, MD 21601

## Board of Zoning Appeals Application

### Application Type

☒ Variance ☐ Appeal ☐ Special Exception

### Property Information

Address CENTREVILLE ROAD EASTON MD  
 Tax Map 100 Grid 5 Parcel 47 Lot 1-4  
 Deed Reference: Liber 1228 Folio 47  
 Plat Reference: Liber 1 Folio 115  
 Existing Use MINI WAREHOUSES  
 Zoning District I-1 - SELECT INDUSTRIAL  
 Historic District Y ☐ N ☒ PRD Y ☐ N ☒

### Owner

Name PABICWAY STORAGE LLC c/o BENSON HARPER  
 Mailing Address 30236 Cods Point RD TRAPPE MD 21673  
 Telephone No. 410-310-9074 Email bharper@HARPERANDSON.COM

### Applicant or Agent

Name SAME AS OWNER  
 Mailing Address   
 Telephone No.  Email

### Surveyor / Engineer

Name TOM DAVIS License No. 17660 Expiration Date JAN 2024  
 Mailing Address DMS & ASSOCIATES PO Box 80 CENTREVILLE MD 21617  
 Telephone No. 410-490-6901 Email WTO@DMSANDASSOCIATES.COM

### Request Details

Subject to Previous BOZA Application Y ☐ N ☒  
 Zoning Ordinance Section 28-1007.3 INDUSTRIAL USES 2.h. & 9.h.  
 Change From 100' & 300' to 40'

Please describe the purpose of the request being made to the Board of Appeals including all information pertinent to said request. Attach a formal letter detailing request.

APPLICANT REQUEST A VARIANCE TO PERMIT CONSTRUCTION OF A MIXED STYLE MINI WAREHOUSE BUILDING, PORTIONS OF CLIMATE CONTROLLED & CONVENTIONAL MINI WAREHOUSES, WITHIN THE 100' & 300' SETBACK FROM MD RT 322.

- If the applicant is other than the owner, include a letter of certification from the owner.
- Attach five (5) copies of the recorded Deed conveying present ownership of the property.
- Attach five (5) copies of scaled plat sketch or site plan with all dimensions of lot, setbacks, improvements and the distances between any improvements.



- Provide all information related to any restrictions to the property recorded among the Land Records of Talbot County.
- Provide all information related to any restrictions imposed by Homeowner Associations, etc.
- Include any additional information, related to the request being made of the Board of Appeals.
- Fee Payment

***Any modifications during review shall warrant an updated application.***

***I do hereby solemnly declare and affirm that the information provided by this application and the documents attached hereto accurately represent the conditions of the request and that submission of an incomplete application will be returned for correction prior to processing.***

Signature of Applicant or Agent

Date

Printed Name of Applicant or Agent

*Wm. Thomas Davis Jr.*  
 4-18-23  
 Wm. Thomas Davis Jr. AGENT - DMS

***For Office Use Only***

|                    |            |                          |            |
|--------------------|------------|--------------------------|------------|
| Project Number     | V 23-06    | Fee Received             | \$250.00   |
| Application Number | V-926      | Application Notification | 07/31/2023 |
| Filing Date        | 04/18/2023 | Property Posting Date    | 07/31/2023 |
| BOZA Hearing Date  | 08/15/2023 | Notice(s) Published      | 07/31/2023 |
| If ESDR, Date      | -          |                          |            |

*Revised 2-2019*

**RECEIVED**  
**APR 18 2023**  
**TOWN OF EASTON**





---

Davis, Moore, Shearon & Associates, LLC

July 18, 2023

Mr. Nicholas Johnson, Planner  
Town of Easton Department of Planning & Zoning  
14 South Harrison Street  
Easton, MD 21601

**RE: BOARD OF ZONING APPEALS APPLICATION FOR VARIANCE  
REQUEST LANDS OF PARKWAY STORAGE, LLC,  
LOCATED CENTREVILLE ROAD, TOWN OF EASTON, MARYLAND,  
TAX MAP 100, PARCEL - 47, LOTS 1-4, AIRWAY BUSINESS CENTER,  
DMS & ASSOCIATES JOB #2022210**

Dear Nicholas:

Based on your staff report for BZA VARIANCE – 926, dated May 16, 2023 and the meeting and discussions that we had with you and Miguel on June 8, 2023 we have prepared some architectural renderings of what the new mini warehouse building would look like as viewed from MD RT 322, adjusted the building back from the MD RT 322 right of way approximately 10 feet in order to provide the 20' landscape buffer along the right of way of MD RT 322, and developed a landscape plan, Sheet C-3, to address the landscape buffer requirements as well as the specific landscape requirements for mini ware house developments. Please note that on Sheet C-2 we have added the distance from the proposed corner of the new mini warehouse building to the edge of existing pave along MD RT 322. The existing and proposed buildings are located well over 100' from the existing travel lanes of MD RT 322.

With this added information and our discussions of June 8, 2023 it is our hope that you would support the request for the variance.

Attached please find the following information.

- 3 copies of the cover letter
- 3 conceptual site and landscape plans
- 3 architectural plans

We ask that you please include this supplemental information with that submitted on April 18, 2023, with the goal of presenting the application to the Board of Zoning Appeals at their August meeting.

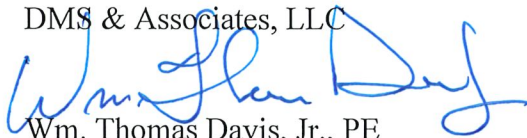


Mr. Nicholas Johnson  
April 18, 2023  
2022210  
Page 2 of 2

Should you have questions or need additional information please call me at 443-262-9130.

Sincerely,

DMS & Associates, LLC



Wm. Thomas Davis, Jr., PE

/ljd

Enclosures

Pc: Benson Harper, Parkway Storage LLC.



BOARD OF APPEALS PLAN  
FOR THE DEVELOPMENT OF  
MINI-WAREHOUSE  
ON LOTS 1 thru 4  
AIRWAY BUSINESS CENTER  
IN THE TOWN OF EASTON, MARYLAND

SITE STATISTICS

CURRENT USE – COMMERCIAL/MINI-WAREHOUSES  
PROPOSED USE – COMMERCIAL/MINI-WAREHOUSES

AFTER LOT LINE ADJUSTMENT:

GROSS SITE AREA = 3.783 ac.± (164,791 sq. ft.±)  
CRITICAL AREA = 0.000 ac.± ( 0,000 sq. ft.±)  
BASE SITE AREA = 3.783 ac.± (164,791 sq. ft.±)  
AREA IN BUFFERYARDS = 0.000 ac.± ( 0,000 sq. ft.±)  
AREA WITHIN FLOODPLAIN = 0.000 ac.± ( 0,000 sq. ft.±)

LOT COVERAGE (PERMITTED) (50%) = 1.892 ac.± ( 82,395 sq. ft.±)  
LOT COVERAGE (EXISTING) (25.8%) = 0.978 ac.± ( 42,596 sq. ft.±)  
LOT COVERAGE (PROPOSED) ( 9.6%) = 0.364 ac.± ( 15,850 sq. ft.±)  
LOT COVERAGE (RESULTING) (35.5%) = 1.342 ac.± ( 58,446 sq. ft.±)

IMPERVIOUS AREA (EXISTING) (56.1%) = 2.121 ac.±  
IMPERVIOUS AREA (TO BE REMOVED) = 0.000 ac.±  
IMPERVIOUS AREA (PROPOSED) (18.1%) = 0.683 ac.±  
IMPERVIOUS AREA (TOTAL) (74.1%) = 2.804 ac.±

LANDSCAPE AREA (EXISTING) (43.9%) = 1.662 ac.±  
LANDSCAPE AREA (PROVIDED) (25.9%) = 0.979 ac.±

PARKING REQUIREMENTS

PROPOSED: (SECTION 28-1001.1(46):  
1 space/2,000 sq. ft. floor area X 31,700 sq. ft. FLOOR AREA = 16 SPACES  
1 space/office area X 0,000 sq. ft. OFFICE AREA = 0 SPACES  
1 space/business vehicle X 0 VEHICLES. = 0 SPACES

PARKING SPACES (REQUIRED) = 16 SPACES (1 HANDICAP)  
PARKING SPACES (PROVIDED) = 4 SPACES (1 HANDICAP)

OFF-STREET LOADING REQUIREMENTS

PROPOSED: (SECTION 28-1002.1(28)(A):  
1 space/10,000 sq. ft. floor area X 31,700 sq. ft. FLOOR AREA = 3 SPACES

PARKING SPACES (REQUIRED) = 3 SPACES  
PARKING SPACES (PROVIDED) = 3 SPACES

NOTES

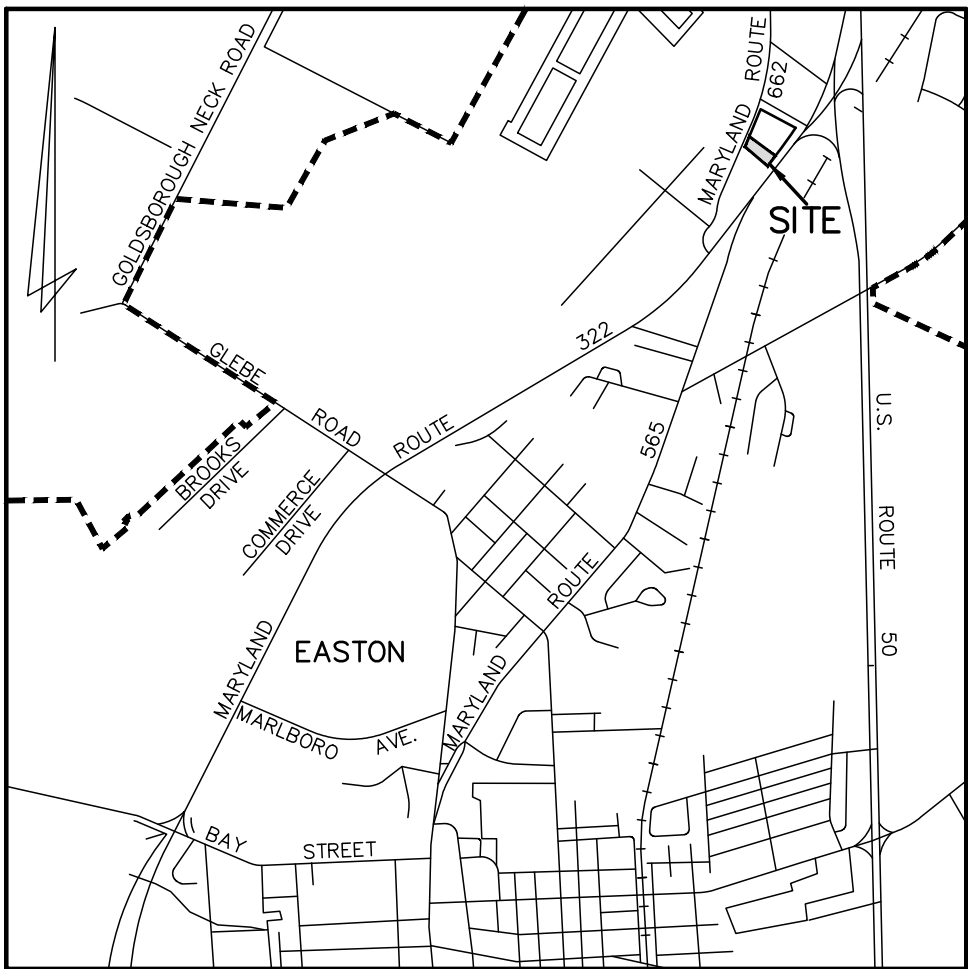
- PROPERTY LINE INFORMATION SHOWN HEREON IS TAKEN FROM A PLAT ENTITLED "PLAT SHOWING, AIRWAY BUSINESS CENTER" PREPARED BY RAUCH, WALLS AND LANE, INC. IN JULY, 1989 AND RECORDED IN PLAT BOOK LIBER W.A.S. 1, FOLIO 115. BEARINGS HAVE BEEN ROTATED TO HORIZONTAL DATUM IS NAD 83/2011.
- FOR DEED REFERENCE, SEE LIBER 1228, FOLIO 47.
- CURRENT ZONING CLASSIFICATION IS "I-1" (SELECT INDUSTRIAL)
- THE PROPERTY IS NOT LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
- SITE IS NOT LOCATED WITHIN THE 100 YEAR FLOODPLAIN AS SCALED FROM FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 24041C0193C. (ZONE "X") (UNSHADED) DATED AUGUST 5, 2013.
- SOILS ON SITE CONSIST OF "Up" (URBAN LAND) AS TAKEN FROM THE WEBSITE: <http://websoilsurvey.nrcs.usda.gov> FOR TALBOT COUNTY. NO HYDRIC SOILS EXIST ON THE SITE.
- NO NATURAL RESOURCES (ie... WOODLANDS, NONTIDAL WETLANDS AND BUFFER, STREAM AND BUFFER, STEEP SLOPES, ENDANGERED SPECIES OR HABITATS) EXIST ON THE SITE.
- EXISTING PUBLIC WATER WILL BE UTILIZED FOR POTABLE WATER SUPPLY. HOWEVER, THE BUILDING WILL NOT HAVE ANY BATHROOMS. A SPRINKLER SYSTEM WILL BE PROVIDED WITH A NEW SERVICE.
- EXISTING PUBLIC SEWER WILL BE UTILIZED FOR SEWAGE DISPOSAL. SUPPLY. HOWEVER, THE BUILDING WILL NOT HAVE ANY BATHROOMS, THEREFORE NO SEWER SERVICE IS PROPOSED.
- STORMWATER MANAGEMENT FOR THE SITE WILL BE ADDRESSED VIA THE IMPLEMENTATION OF ENVIRONMENTAL SITE DESIGN (ESD) TO THE MAXIMUM EXTENT PRACTICABLE (MEP).
- ALL ONSITE LIGHTING SHALL BE LOW CUT-OFF SHIELDED LUMINARIES AT 18' IN HEIGHT AND LIGHT SHALL NOT SHINE OFF-SITE AT LEVELS GREATER THAN 1 FOOT CANDLE.  
SITE LIGHTING PROVIDED: – LITHONIA LIGHTING D-SERIES:  
DSWC2 LED WALL PACK (OR EQUAL)

- THERE SHALL BE NO OPEN STORAGE ON ANY LOT OR OPEN AREAS, NOR SHALL ANY PRODUCTS BE DISPLAYED IN OPEN AREAS. ALL OUTSIDE STORAGE SHALL BE ADEQUATELY SCREENED AND LANDSCAPED IN ACCORDANCE WITH PROVISIONS OF SECTION 1015 OF THE CODE FOR THE TOWN OF EASTON.

- ONE FREESTANDING SIGN IS PERMITTED, NOT TO EXCEED 50 sq. ft. PER SIDE IN AREA, THE TOP OF WHICH IS NOT MORE THAN 10' IN HEIGHT. SUCH SIGNAGE SHALL BE SETBACK AT LEAST 10' FROM ANY PROPERTY LINE. A LANDSCAPED AREA EQUIVALENT TO THE AREA OF EACH SIDE OF A FREESTANDING SIGN.

- WALL MOUNTED SIGNAGE IS PERMITTED WITH A MAXIMUM AREA OF 1 sq. ft. OF SIGNAGE PER 1 LINEAL FOOT OF STREET FRONTAGE OF THE BUILDING.

- SITE REQUIREMENTS:  
BUILDING SETBACKS  
(SECTION 28.410.2(D)(1)(2)(3):  
FRONT = 40'  
REAR = 30'  
SIDE = 10'  
MAXIMUM BUILDING HEIGHT:  
(SECTION 28.410.2(E):  
PRINCIPAL = 35' (ALLOWED)  
PRINCIPAL = <35' (EXISTING & PROPOSED)



VICINITY MAP  
SCALE 1" = 2000'

TABLE OF CONTENTS

SHEET C-1 – TITLE SHEET  
SHEET C-2 – OVERALL SITE PLAN  
SHEET C-3 – CONCEPTUAL LANDSCAPE PLAN

GENERAL NOTES

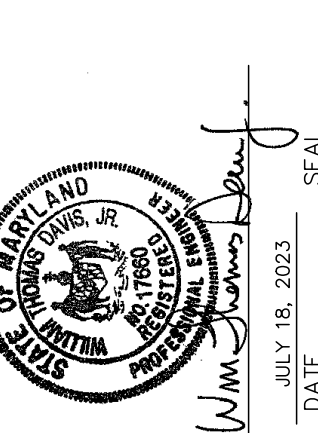
- THE EXISTING UTILITIES SHOWN WERE TAKEN FROM THE BEST AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THEIR EXACT LOCATION PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE INCURRED TO SUCH UTILITIES SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL TEST PIT AS TO VERIFY THE LOCATION AND INVERT OF EXISTING UTILITIES.
- THE CONTRACTOR SHALL NOTIFY THE FOLLOWING TWO (2) WEEKS PRIOR TO THE START OF CONSTRUCTION AND SHALL COORDINATE CONSTRUCTION WITH THE UTILITY COMPANIES INVOLVED:  
  
DELMARVA POWER & LIGHT COMPANY 1-800-375-7117  
MISS UTILITY 1-800-441-8355  
DMS & ASSOCIATES, LLC 1-443-262-9130  
DEPARTMENT OF ENVIRONMENT 1-410-901-4020  
TALBOT SOIL CONSERVATION DISTRICT 1-410-822-1577  
TOWN OF EASTON ENGINEERING 1-410-820-8822  
TOWN OF EASTON DEPARTMENT OF PUBLIC WORKS 1-410-822-0513  
EASTON UTILITIES 1-410-822-6110
- THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, LABOR, AND MATERIALS FOR ANY MISCELLANEOUS OR TEST PIT EXCAVATIONS REQUIRED BY THE ENGINEER.
- ALL CONSTRUCTION SHALL BE MARKED FOR TRAFFIC AND PEDESTRIAN SAFETY. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH SECTION VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF EASTON STANDARDS AND SPECIFICATIONS.
- THE CONTRACTOR ASSUMES ALL RESPONSIBILITIES FOR ANY DEVIATIONS FROM THESE PLANS, UNLESS SAID DEVIATION IS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL RECEIVE WRITTEN PERMISSION FROM THE ENGINEER IF A DEVIATION OF THE PLAN IS NECESSARY.
- ALL DISTURBED AREAS SHALL BE SMOOTHLY GRADED TO PROVIDE POSITIVE DRAINAGE IN THE DIRECTION OF FLOW ARROWS HEREIN AND STABILIZED WITH TOPSOIL, SEED, AND MULCH. IF SETTLEMENT OCCURS, TOPSOIL, SEEDING AND MULCHING SHALL BE REPEATED UNTIL SETTLEMENT SUBSIDES (SEE EROSION AND SEDIMENT CONTROL SPECIFICATIONS).
- ALL TRASH, TREES, AND UNDERBRUSH ARE TO BE CLEARED AND REMOVED OFF SITE TO AN APPROVED DUMP SITE.
- ANY EXCESS EXCAVATED MATERIAL SHALL BE REMOVED OFF SITE BY THE CONTRACTOR OR MATERIAL SHALL BE PLACED ON SITE AS DIRECTED BY THE ENGINEER AND/OR OWNER.
- ANY EXISTING SURVEY MONUMENTATION THAT IS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY A REGISTERED SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- ALL FILL AREAS WITHIN LIMITS OF ROADWAY CONSTRUCTION AND OTHER AREAS AS DESIGNATED ON THESE PLANS SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY AND LAID AND COMPACTED IN 8" LIFTS MAXIMUM.
- TRENCHES SHALL NOT REMAIN OPEN OVERNIGHT. IF IT IS NECESSARY FOR TRENCHES TO REMAIN OPEN, STEEL PLATES, CAPABLE OF TRAFFIC BEARING, SHALL BE USED TO COMPLETELY COVER THE TRENCH.
- ALL SEWER VALVES, BOXES AND FRAMES & COVERS SHALL BE SET AND ADJUSTED TO FINISHED GRADE.
- CONTRACTOR MUST PROVIDE MONUMENTED SURVEY MARKERS PER PUBLIC WORKS AGREEMENT.
- THE DEVELOPER SHALL COORDINATE WITH THE TOWN OF EASTON TO SCHEDULE INSTALLATION OF ALL NECESSARY ROADWAY SAFETY SIGNAGE AND ROAD NAME BLADES. SIGNAGE SHALL BE INSTALLED AT THE START OF CONSTRUCTION AND MAINTAINED BY THE TOWN OF EASTON THROUGHOUT THE COMPLETION OF THE WORK AT THE EXPENSE OF THE DEVELOPER. THE DEVELOPER SHALL PAY INVOICES UPON RECEIPT FROM THE TOWN OF EASTON.
- ALL PVC, PE, AND HDPE PIPE, OTHER THAN PIPE RUNS BETWEEN GRAVITY SEWER MANHOLES, SHALL HAVE A CONTINUOUS, SINGLE STRAND, 8-GAUGE UNCOATED COPPER TRACER WIRE LOCATED BENEATH THE PIPE. THE WIRE SHALL BE STUBBED INTO ALL METER PITS, VACUUM VALVE PITS, CLEANOUTS, AND DIVISION VALVE BOXES.
- ONCE CONSTRUCTION IS COMPLETE, AS-BUILT PLAN CERTIFICATION SHALL BE SUBMITTED BY EITHER A PROFESSIONAL ENGINEER OR PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF MARYLAND TO ENSURE ALL CONSTRUCTION IS IN COMPLIANCE WITH THE SPECIFICATIONS AND APPROVED PLANS.

STATEMENT OF PURPOSE AND INTENT

THE SITE IS LOCATED ON THE WEST SIDE OF MARYLAND ROUTE 322 AND THE EAST SIDE OF MARYLAND ROUTE 662 IN THE TOWN OF EASTON AND IS KNOWN AS "AIRWAY BUSINESS CENTER." LOT 1 IS CURRENTLY USED FOR OUTDOOR STORAGE AND LOTS 2 thru 4 CURRENTLY CONSIST OF (5) FIVE MINI-WAREHOUSES. THE INTENT OF THIS BOARD OF APPEALS PLAN IS TO REMOVE THE LOT LINE BETWEEN LOTS 1 AND 2 TO CREATE (1) ONE NEW PARCEL. THEN, CONSTRUCT A NEW (2) TWO STORY MINI-WAREHOUSE BUILDING WITH A COMBINATION OF CLIMATE CONTROLLED AND TYPICAL MINI-WAREHOUSE UNITS.

THE PURPOSE OF THIS BOARD OF APPEALS PLAN IS TO OBTAIN APPROVAL FROM THE TOWN OF EASTON BOARD OF ZONING APPEALS TO CONSTRUCT THE PROPOSED MULTI-USE MINI-WAREHOUSE WITHIN THE 100' SETBACK (CLIMATE CONTROLLED) AND THE 300' SETBACK (CONVENTIONAL MINI-WAREHOUSE) FROM MARYLAND ROUTE 322 WHICH IS DESIGNATED AS A MAJOR ROAD.

PROFESSIONAL CERTIFICATION: THESE DOCUMENTS WERE PREPARED OR REVIEWED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE ENGINEERING ACT OF MARYLAND LICENSE NO. 17500



DATE: JULY 18, 2023 SEAL

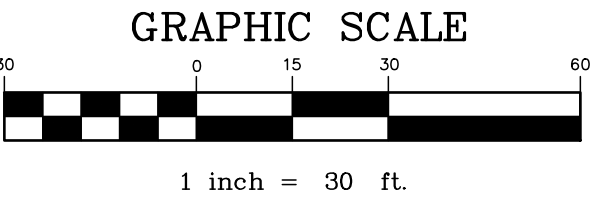
DAVIS, MOORE, SHEARON & ASSOCIATES, LLC  
ENGINEERING, DRAFTING/DESIGN, ENVIRONMENTAL SERVICES & SURVEYING  
P.O. BOX 80  
CENTREVILLE, MARYLAND 21617  
PHONE: 410-822-9130  
FAX: 1-443-262-9148

| REVISION | DATE |
|----------|------|
|          |      |
|          |      |
|          |      |
|          |      |
|          |      |
|          |      |
|          |      |
|          |      |
|          |      |

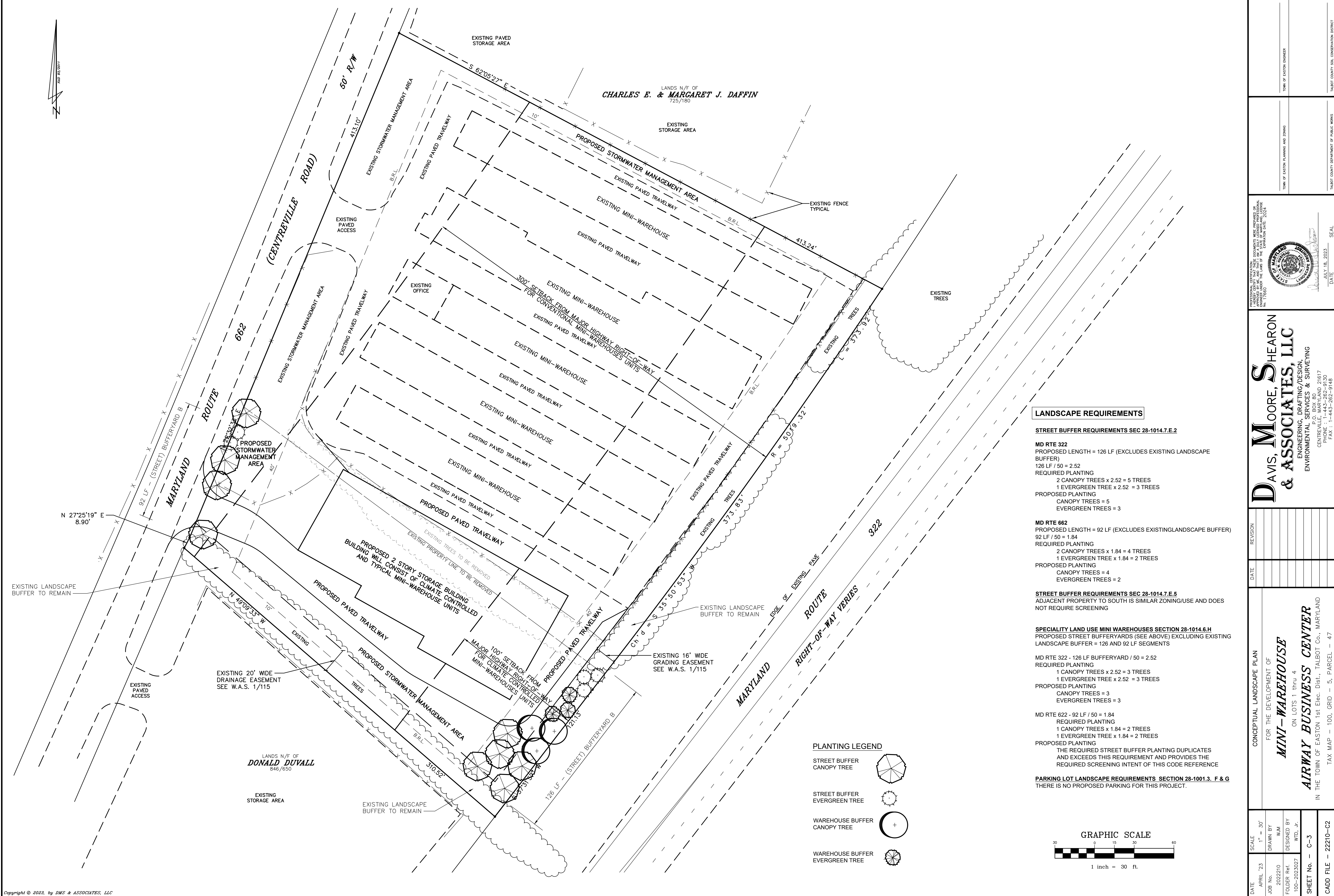
TITLE SHEET  
FOR THE DEVELOPMENT OF  
**MINI- WAREHOUSE**  
ON LOTS 1 thru 4  
**AIRWAY BUSINESS CENTER**  
IN THE TOWN OF EASTON 1st Elec. Dist., TALBOT Co., MARYLAND  
TAX MAP – 100, GRID – 5, PARCEL – 47

| DATE      | SCALE | AS SHOWN | JOE No. | DRAWN BY | DESIGNED BY | WTD. Jr. | SHEET No. – | CADD FILE – |
|-----------|-------|----------|---------|----------|-------------|----------|-------------|-------------|
| APRIL '23 |       |          | 202210  | WJM      |             |          | C-1         | 22210-C1    |
|           |       |          |         |          |             |          |             |             |



[illegible]





LANDSCAPE REQUIREMENTS

STREET BUFFER REQUIREMENTS SEC 28-1014.7.E.2

**MD RTE 322**  
PROPOSED LENGTH = 126 LF (EXCLUDES EXISTING LANDSCAPE BUFFER)  
126 LF / 50 = 2.52  
REQUIRED PLANTING  
2 CANOPY TREES x 2.52 = 5 TREES  
1 EVERGREEN TREE x 2.52 = 3 TREES  
PROPOSED PLANTING  
CANOPY TREES = 5  
EVERGREEN TREES = 3

**MD RTE 662**  
PROPOSED LENGTH = 92 LF (EXCLUDES EXISTING LANDSCAPE BUFFER)  
92 LF / 50 = 1.84  
REQUIRED PLANTING  
2 CANOPY TREES x 1.84 = 4 TREES  
1 EVERGREEN TREE x 1.84 = 2 TREES  
PROPOSED PLANTING  
CANOPY TREES = 4  
EVERGREEN TREES = 2

**STREET BUFFER REQUIREMENTS SEC 28-1014.7.E.5**  
ADJACENT PROPERTY TO SOUTH IS SIMILAR ZONING/USE AND DOES NOT REQUIRE SCREENING

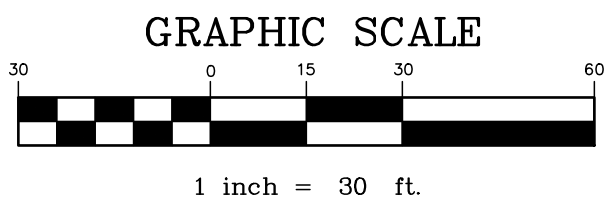
**SPECIALITY LAND USE MINI WAREHOUSES SECTION 28-1014.6.H**  
PROPOSED STREET BUFFERYARDS (SEE ABOVE) EXCLUDING EXISTING LANDSCAPE BUFFER = 126 AND 92 LF SEGMENTS

MD RTE 322 - 126 LF BUFFERYARD / 50 = 2.52  
REQUIRED PLANTING  
1 CANOPY TREES x 2.52 = 3 TREES  
1 EVERGREEN TREE x 2.52 = 3 TREES  
PROPOSED PLANTING  
CANOPY TREES = 3  
EVERGREEN TREES = 3

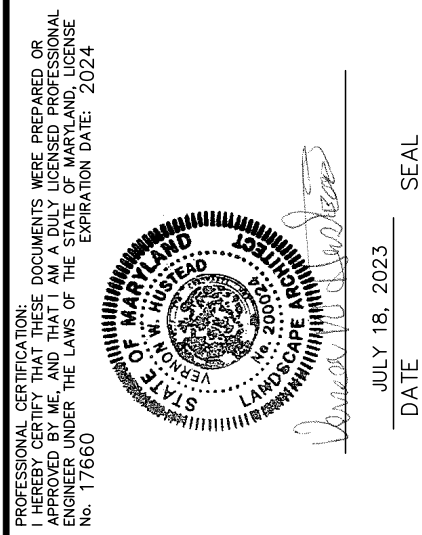
MD RTE 622 - 92 LF / 50 = 1.84  
REQUIRED PLANTING  
1 CANOPY TREES x 1.84 = 2 TREES  
1 EVERGREEN TREE x 1.84 = 2 TREES

PROPOSED PLANTING  
THE REQUIRED STREET BUFFER PLANTING DUPLICATES AND EXCEEDS THIS REQUIREMENT AND PROVIDES THE REQUIRED SCREENING INTENT OF THIS CODE REFERENCE

**PARKING LOT LANDSCAPE REQUIREMENTS SECTION 28-1001.3. F & G**  
THERE IS NO PROPOSED PARKING FOR THIS PROJECT.



|                           |             |                                                             |          |
|---------------------------|-------------|-------------------------------------------------------------|----------|
| DATE                      |             | SCALE                                                       | 1" = 30' |
| APRIL '23                 |             | DRAWN BY                                                    | WJM      |
| JOB No.                   | 2022210     | DESIGNED BY                                                 | WJD, Jr. |
| FOLDER Ref.               | 100-2023027 | SHEET No.                                                   | C-3      |
| CADD FILE                 |             | 22210-C2                                                    |          |
| CONCEPTUAL LANDSCAPE PLAN |             | FOR THE DEVELOPMENT OF                                      |          |
| MINI-WAREHOUSE            |             | ON LOTS 1 thru 4                                            |          |
| AIRWAY BUSINESS CENTER    |             | IN THE TOWN OF EASTON 1st Elec. Dist., TALBOT Co., MARYLAND |          |
|                           |             | TAX MAP - 100, GRID - 5, PARCEL - 47                        |          |
|                           |             | TOWN OF EASTON PLANNING AND ZONING                          |          |
|                           |             | TOWN OF EASTON ENGINEER                                     |          |
|                           |             | TALBOT COUNTY DEPARTMENT OF PUBLIC WORKS                    |          |
|                           |             | JULY 18, 2023                                               |          |
|                           |             | DATE                                                        |          |
|                           |             | SEAL                                                        |          |
|                           |             | TALBOT COUNTY SEAL, CONSERVATION DISTRICT                   |          |



**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
ENGINEERING, DRAFTING/DESIGN,  
ENVIRONMENTAL SERVICES & SURVEYING  
P.O. BOX 80  
CENTREVILLE, MARYLAND 21617  
PHONE : 1-443-262-9149  
FAX : 1-443-262-9148











|                    |             |
|--------------------|-------------|
| IMP. FID. STATE \$ | 28.00       |
| RECORD FEE -       | 28.00       |
| TOTAL              | 40.00       |
| REF # 1802         | REF # 70946 |
| MAS 6450           | BIR # 86    |
| Mar 03, 2004       | 12:06 PM    |

**NO CONSIDERATION**

**NO TITLE EXAMINATION**

**THIS DEED** made this 2<sup>nd</sup> day of March, in the year two thousand and four, by **STEPHEN H. HARPER and LINDA H. HARPER**, Grantors.

**WHEREAS**, Stephen H. Harper and Linda H. Harper are the sole owners of the below-described real property by virtue of deed dated July 1, 1998 from W. Rembert Simpson and Jo Sue Simpson, which deed is recorded among the Land Records of Talbot County, Maryland in Liber 896, folio 614; and deed dated January 28, 2004 from Stephen H. Harper, which deed is recorded among the Land Records of Talbot County in Liber 1221, folio 109; and

**WHEREAS**, Stephen H. Harper and Linda H. Harper conduct a real estate enterprise as that term is defined in TP §12-108(bb)(1); and

**WHEREAS**, the said Stephen H. Harper and Linda H. Harper are also the sole members of Parkway Storage, LLC, a Maryland limited liability company; and

**WHEREAS**, Stephen H. Harper's and Linda H. Harper's allocation of profits and losses of Parkway Storage, LLC, is identical to their allocation of profits and losses of their real estate enterprise; and

**WHEREAS**, this transfer is part of a discontinuation of the real estate enterprise; and

**WHEREAS**, all real property used in the real estate enterprise is being conveyed to a single limited liability company; and

**WHEREAS**, for no consideration, the said Stephen H. Harper and Linda H. Harper wish to grant and convey the below-described property to **PARKWAY STORAGE, LLC**, the limited liability company of which they are members, and such grant and conveyance is exempt from transfer and recordation taxes in accordance with TP §§12-108(bb) and 13-207(a)(18).

**WITNESSETH:** That for **NO MONETARY CONSIDERATION** (\$0.00), the said Grantors do hereby grant and convey unto **PARKWAY STORAGE, LLC**, a Maryland limited liability company, Grantee, its successors and assigns, in fee simple, the following described property:

**TRACT ONE:**

**ALL** those lots or parcels of ground situate, lying and being in the Town of Easton, Talbot County, Maryland, and more particularly shown as Lots 2 and 3 on a Plat prepared by

KOPEN & COLLISON, LLP  
ATTORNEYS AT LAW  
POST OFFICE BOX 1028  
EASTON, MARYLAND 21601  
410-822-3900

LIBER 1228 FOLIO 47



Rauch, Walls and Lane, Inc., dated July, 1989, entitled "PLAT SHOWING AIRWAY BUSINESS CENTER IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND" and recorded among the Plat Records of Talbot County in Plat Cabinet 1, folio 115-B. Reference is herein and hereby made to said plat and the record thereof for a more complete description of the said lots by metes and bounds, courses and distances, exactly as if the same had been recited herein.

BEING the same property conveyed unto Stephen H. Harper and Linda H. Harper by deed from Stephen H. Harper, dated January 28, 2004, and recorded among the Land Records of Talbot County at Liber 1221, folio 109.

**TRACT TWO:**

ALL those lots or parcels of ground situate, lying and being in the Town of Easton, Talbot County, Maryland, and more particularly shown as Lots 1 and 4 on a Plat prepared by Rauch, Walls and Lane, Inc., dated July, 1989, entitled "PLAT SHOWING AIRWAY BUSINESS CENTER IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND" and recorded among the Plat Records of Talbot County in Plat Cabinet 1, folio 115-B. Reference is herein and hereby made to said plat and the record thereof for a more complete description of the said lots by metes and bounds, courses and distances, exactly as if the same had been recited herein.

BEING the same property conveyed unto Stephen H. Harper and Linda H. Harper by deed from W. Rembert Simpson and Jo Sue L. Simpson, dated July 1, 1998, and recorded among the Talbot County Land Records in Liber 896, folio 614.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging and in any wise appertaining.

TO HAVE AND TO HOLD said lot or parcel of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages to the same belonging or appertaining to and to the proper use and benefit of said Grantee, its successors and assigns, in fee simple.

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber said property hereby conveyed; that they will warrant specially said property hereby granted; and that they will execute such other and further assurance of same as may be requisite.



AS WITNESS the hands and seals of said Grantors.

WITNESS:

Jennifer Collins

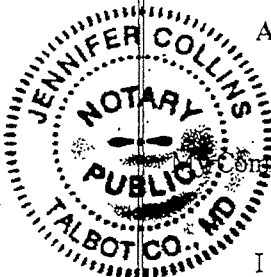
Stephen H. Harper (SEAL)  
STEPHEN H. HARPER

Linda H. Harper (SEAL)  
LINDA H. HARPER

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of March, 2004, before me, the subscriber, a Notary Public of the aforesaid State and County, personally appeared **STEPHEN H. HARPER** and **LINDA H. HARPER**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Instrument, and they acknowledged that they executed the same for the purposes therein contained, and further acknowledged that the matters, facts, and consideration recited in the above instrument are true and correct to the best of her knowledge, information and belief, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.



Commission Expires: 8/7/07



I am an attorney admitted to practice before the Court of Appeals of the State of Maryland and that the foregoing instrument was prepared by me or under my supervision.

Michael J. Kopen  
Michael J. Kopen

CERTIFICATION IS MADE THAT ALL TAXES  
DUE ON THE PROPERTY INDICATED IN  
THIS DEED HAVE BEEN PAID.

FINANCE OFFICER OF TALBOT COUNTY

A. ANDREW COLLINS, FIN. OFFICER /WLL

DATE 3/3/04

3 THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED  
HEREIN HAS BEEN TRANSFERRED ON THE ASSESSMENT  
RECORDS OF TALBOT COUNTY.

DAVID H. EWING  
SUPERVISOR OF ASSESSMENTS

A. ANDREW COLLINS, FIN. OFFICER /WLL  
PER

3/3/04

KOPEN & COLLISON, LLP  
ATTORNEYS AT LAW  
POST OFFICE BOX 1028  
EASTON, MARYLAND 21601  
410-822-3900

LIBER 1228 FOLIO 49





**TOWN OF EASTON**  
**PLANNING & ZONING DEPARTMENT**  
P.O. BOX 520  
Easton, Maryland 21601

# Exhibit 'B'

April 20, 2023

**Re: BOZA Application V-926 / V 23-06**  
9071 Centreville Road - Parkway Storage  
Tax Map 100, Grid 005, Parcel 047, Lot 1-4  
Easton, Maryland 21601

William Thomas Davis Jr.  
DMS & Associates, LLC  
P.O. Box 80  
Centreville, Maryland 21617

|                             |               |                |
|-----------------------------|---------------|----------------|
| Town of Easton              |               |                |
| *** CUSTOMER RECEIPT ***    |               |                |
| Oper: CKAHANE               | Type: OC      | Drawer: 1      |
| Date: 4/18/23 01            | Receipt no:   | 8635           |
| Year                        | Number        | Amount         |
| 2023                        | 926           |                |
| PZ                          | PZ - PAYMENTS | \$250.00       |
| PZ 23-926 \$250             |               |                |
| DAVIS MOORE SHEARON & ASSOC |               |                |
| PO BOX 80                   |               |                |
| CENTERVILLE MD 21617        |               |                |
| Tender detail               |               |                |
| CK CHECK                    | 10504         | \$250.00       |
| Total tendered              |               | \$250.00       |
| Total payment               |               | \$250.00       |
| Trans date:                 | 4/18/23       | Time: 14:29:37 |
| THANK YOU FOR YOUR PAYMENT. |               |                |



# Exhibit 'C'



Sign posted on July 28, 2023



# 3d

**BOARD OF ZONING APPEALS  
PUBLIC HEARING  
STAFF REPORT**

**SUBJECT:** **VARIANCE-926**

**ELECTION WARD:** Ward 1

**CRITICAL ACTION DATE:** At the pleasure of the Board.

**STAFF CONTACTS:** Nicholas Johnson - Planner  
Miguel Salinas - Director of Planning and Zoning

**APPLICANT:** Parkway Storage LLC.

**PURPOSE:** The applicant is seeking a setback variance from §28-1007.3.A.2(h) to allow a climate-controlled storage facility to be constructed within 100-feet of a right-of-way identified as a major road by §28-1009 of the Zoning Ordinance.

**RECOMMENDATION:**

Staff supports a Board of Zoning Appeals (Board) **approval** of this request with a condition. Staff believes the proposed structure is architecturally appealing enough that an additional setback from the Easton Parkway is not necessary. The applicant is proposing a brick structure with large glass windows that is not typical of other storage facilities in the Town. However, the existing mini-warehouse style storage units are easily visible from both Centerville Road and the Easton Parkway. Due to the lack of screening for these existing units, and since the applicant is proposing a lot consolidation, staff recommends conditioning approval upon additional plantings to screen these units from view. This additional screening will help offset any negative impacts of the new construction.

---

|                                 |
|---------------------------------|
| <b>APPLICATION INFORMATION:</b> |
|---------------------------------|



|                                                              |  |                                                 |  |
|--------------------------------------------------------------|--|-------------------------------------------------|--|
| <b>APPLICANT:</b><br>Parkway Storage LLC<br>c/o Benson Davis |  | <b>REPRESENTATIVE:</b><br>Same                  |  |
| <b>PARCELS/ACREAGE:</b>                                      |  |                                                 |  |
| Parcel Information                                           |  | Acreage                                         |  |
| Map 100, Grid 5, Parcel 47, Lots 1-4                         |  | 3.78                                            |  |
| <b>ACCEPTANCE DATE:</b><br>July 18, 2023                     |  | <b>LOCATION:</b><br>9071 Centerville Road       |  |
| <b>EXISTING ZONING</b><br>Business Commercial (BC)           |  | <b>EXISTING LAND USE:</b><br>Vacant and Storage |  |
| <b>HISTORIC DISTRICT:</b><br>No                              |  | <b>FUTURE LAND USE:</b><br>Industrial           |  |

**CONTEXT:**

Location/Site Access – Lot 1, the subject property, is located between Centerville Road and the Easton Parkway (MD 322). The lots are accessed via Centerville Road.

Existing Conditions – The subject property is vacant and can generally be described as approximately 1 acre of open space used for the storage of equipment. Lots 2-4 are currently utilized for mini-warehouse style storage, owned and operated by the applicant.

Surrounding Properties –

|       | Land Use   | Zoning District(s) | Future Planned Land Use |
|-------|------------|--------------------|-------------------------|
| South | Industrial | BC                 | Industrial              |



|              |            |    |            |
|--------------|------------|----|------------|
| <b>East</b>  | Industrial | CG | Commercial |
| <b>West</b>  | Airport    | I  | Industrial |
| <b>North</b> | Commercial | BC | Industrial |



Figure 1 Vicinity Map

**PROPOSAL:** Parkway Storage LLC., the applicant, is proposing to construct a self-storage facility consisting of a climate-controlled and mini-warehouse style storage structure. The subject property is zoned BC which permits both uses by right but subject to supplemental standards.

The applicant has submitted the following:

- Conceptual site plan
- Conceptual building elevations
- Deed

**BACKGROUND:** The subject property is currently vacant and intended by the applicant to be



the final phase of the existing storage facility located on lots two through four. The existing mini-warehouse structures were approved in 1996, well before the supplemental setback standards for mini-warehouses and climate-controlled storage were implemented.

Supplemental standards for self-storage facilities were added to the Zoning Ordinance in the 2021 update with the intent of ensuring these facilities are not visible from major roads such as the Easton Parkway. These facilities also have supplemental standards regarding orientation and architecture. The Planning Commission also added landscaping standards specifically for storage facilities that require additional plantings to further screen them from view.

- a. Granting the application: (i) will not be contrary to the public interest, (ii) will be in harmony with the purpose and intent of the Ordinance and (iii) will not be injurious to the neighborhood or otherwise detrimental to the public welfare;**

**Analysis** – The intent of the enhanced setback requirements for climate-controlled storage and mini-warehouse style storage is to screen these typically architecturally unappealing structures from view. These buildings are typically large, plain metal buildings with no windows or architecturally interesting features. In this case, the proposed structure is mainly brick with large windows and protruding brick columns. A combination of an existing tree line and a new landscaped buffer will be used to soften the visual impact of the structure from the Easton Parkway. While architecture is a subjective topic, staff believes that granting this application will not be contrary to public interest or detrimental to public welfare because the proposed structure is architecturally appealing.

- b. Owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.**

**Analysis** – Mini-warehouses and climate-controlled storage are one of a few uses that come with setbacks beyond that of the underlying zoning district. The combination of the 100' setback requirement and the front setback from Centerville Road make the construction of a large storage facility difficult on this property. Mini-warehouses could not be accommodated on this property due to the 300' setback requirement.

**RECOMMENDED CONDITION:**

1. A landscape buffer shall be planted in accordance with §28-1014 of the Zoning Ordinance to screen the existing mini-warehouse style storage units from Centerville Road and the Easton Parkway.

**DRAFT MOTIONS:**

1. I move that the Board of Zoning Appeals **approve** Variance 926 with the staff's recommended condition.

OR



2. I move that the Board of Zoning Appeals deny Variance 926 based on the following findings

OR

3. I move an alternate motion.



## NOTICE

Notice is hereby given that DMS & Associates on behalf of Parkway Storage LLC has filed Application V-926 / SE-23-06, pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-1007.3.A.2.h, the minimum 100' setback for a climate controlled self-storage facility from the right-of-way of a major road as indicated by Section 28-1009. The variance request is to permit development of a new mini-warehouse and climate controlled self-storage building in the BC zoning district at less than the required setback from major roads for this use.

The property is located at 9071 Centreville Road Lots 1 - 4, Easton, Maryland and is situated in the BC – Business Commercial District. The property is owned by Parkway Storage LLC. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, August 15, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

## EASTON BOARD OF ZONING APPEALS

Notice to Star Democrat: Please publish as indicated above and send Certificate of Publication to Planning and Zoning, Town of Easton, P.O. Box 520, Easton, Maryland 21601, prior to date of hearing.



**APG Media of Chesapeake, LLC**  
**29088 Airpark Drive**  
**Easton, MD 21601**

**07/24/23**

Phone: Fax:  
<http://www.chespub.com>

|                                                |                                |
|------------------------------------------------|--------------------------------|
| Cust. AcctID:                                  | Creation Date: <b>07/24/23</b> |
|                                                | Ad Date: <b>07/30/23</b>       |
|                                                | Class: <b>10</b>               |
| Name: <b>Joanne Drummer</b>                    | Ad ID:                         |
| Company: <b>TOWN OF EASTON (L)</b>             | Ad Taker: <b>AHALL</b>         |
| Address: <b>PO Box 520</b>                     | Sales Person: <b>503</b>       |
| <b>EASTON, MD 21601</b>                        | Words: <b>206</b>              |
|                                                | Lines: <b>24</b>               |
| Telephone: <b>(410) 822-2525</b>               | Agate Lines: <b>72</b>         |
| Email:                                         | Depth: <b>3.0</b>              |
| Description: <b>Application V-926/SE-23-06</b> | Inserts: <b>2</b>              |
|                                                | Blind Box:                     |

|                |              |
|----------------|--------------|
| Other Charges: | Total:       |
| Discount:      |              |
| Surcharge:     | Paid Amount: |
| Credits:       |              |
| Bill Depth:    | Amount Due:  |

**CREDIT CARD DETAILS**

| PT | CT | CN | Number | Exp. | Amnt. |
|----|----|----|--------|------|-------|
|    |    |    |        |      |       |

| Publication       | Start    | Stop     | Inserts | Cost |
|-------------------|----------|----------|---------|------|
| The Star Democrat | 07/30/23 | 07/30/23 | 1       |      |

**NOTICE**

Notice is hereby given that DMS & Associates on behalf of Parkway Storage LLC has filed Application V-926 / SE-23-06, pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-1007.3.A.2.h, the minimum 100' setback for a climate controlled self-storage facility from the right-of-way of a major road as indicated by Section 28-1009. The variance request is to permit development of a new mini-warehouse and climate controlled self-storage building in the BC zoning district at less than the required setback from major roads for this use.

The property is located at 9071 Centreville Road Lots 1 - 4, Easton, Maryland and is situated in the BC - Business Commercial District. The property is owned by Parkway Storage LLC. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, August 15, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

EASTON BOARD OF ZONING APPEALS

3029659 SD 7/30/2023

Ad Note:

Customer Note:

*We Appreciate Your Business!*  
*Thank You Joanne Drummer!*





**TOWN OF EASTON**  
**Planning & Zoning Department**  
14 South Harrison Street  
P.O. Box 520  
Easton, Maryland 21601

**NOTICE OF APPLICATION SUMMARY**  
**2023-08-15**  
**V-926 / V 23-06**

**Applicant notified of hearing date:** Email: 2023-07-28 – 18 days

**Exhibit A:** Application – 2023-04-18 – 119 days ; Resubmittal – 2023-07-18 – 28 days

**Exhibit B:** Paid Receipt – 2023-04-18 – 119 days

**Exhibit C:** Picture of Property Sign Posting – 2023-07-28 – 18 days

**Exhibit D:** Staff Report – 2023-08-04 – 11 days

**Exhibit E:** Public Advertisement

**Advertisement sent to the Star Democrat:** 2023-7-24 – 22 days

**Advertisement run in Star Democrat:** 2023-07-30 – 16 days

**Exhibit F:** Notices

**Applicant Hearing Letter:** 2023-07-28 – 18 days

**400' Notices Distributed:** 2023-07-31 – 15 days





## TOWN OF EASTON

P.O. Box 520  
Easton, Maryland 21601

July 28, 2023

William Thomas Davis Jr.  
DMS & Associates, LLC  
P.O. Box 80  
Centreville, Maryland 21617

**Re: BOZA Application V-926 / V 23-06**  
9071 Centreville Road - Parkway Storage  
Tax Map 100, Grid 005, Parcel 047, Lot 1-4  
Easton, Maryland 21601

Mr. Davis,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on ***Tuesday, August 15th at 9:00 A. M.*** in the Chambers of the Mayor and Council of Easton. You should appear at the above time and place, together with any witnesses you may care to present and be prepared to submit evidence, which will establish:

1. That granting the application will not be contrary to the public interest;
2. that granting the application will be in harmony with the purpose and intent of the Ordinance;
3. that granting the application will not be injurious to the neighborhood or otherwise detrimental to the public welfare;
4. that owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.

Please be prepared to answer the four listed items above at the time of the Hearing. If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

*Samantha N. Smith*

**Samantha N. Smith**, Administrative Specialist  
Planning and Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)





## TOWN OF EASTON

14 South Harrison Street  
Easton, Maryland 21601

July 31, 2023

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, August 15, 2023 at 9:00 a.m.** in the Easton Town Council Chambers located on the second floor of 14 South Harrison Street. The Town of Easton Zoning Ordinance requires that owners of property located within 400 feet of a parcel on which certain types of applications are pending be given notice of upcoming meetings or hearings. If you are a tenant in or an owner of a multi-unit building, please distribute or post this notice in a visible location for all other tenants or owners to view. If you are a tenant of a rental property, please notify the property owner that this notice letter has been distributed to their property. Notice has also been sent to the Star Democrat, a sign has been posted at the subject property and the hearing agenda has been posted on the Town of Easton website: <http://eastonmd.gov/>.

This letter is sent to inform you that DMS & Associates on behalf of Parkway Storage LLC has filed Application V-926 / V 23-06, pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-1007.3.A.2.h, the minimum 100' setback for a climate controlled self-storage facility from the right-of-way of a major road as indicated by Section 28-1009. The property is located at 9071 Centreville Road, Lot 1 - 4. The variance request is to permit development of a new mini-warehouse and climate controlled self-storage building in the BC - Business Commercial zoning district at less than the required setback from major roads for this use.

Copies of the proposed application are on file and available for public review in the Town's Planning Office at 14 South Harrison Street between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. **In addition, digital copies are also available for review via the Town's website at <https://www.eastonmd.gov/129/Agendas-Minutes>.** If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via e-mail at [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov).

*Samantha N. Smith*

Samantha N. Smith, Administrative Specialist  
Planning & Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)