Why must I pay annual dues?

Abstract:

This paper presents the document trails which demonstrate why nearly every home (all but 9) in the Marling Farms Community is required to pay annual dues to the Marling Farms Community Association (MFCA). MFCA is responsible for the maintenance and repair of recreational and shoreline structures at the four "Beaches" and the Ball Fields. See the companion document "The_Company.docx" for a presentation of the legal argument which concludes that MFCA is, in fact, the owner of these recreational areas and is, in fact, the governing entity responsible for their maintenance in that they are "common elements" of the community.

References:

The conclusions drawn herein are the result of an extensive search of deeds and other recorded documents archived at the Maryland Land Records website, the State Department of Assessment and Taxation website and the Queen Anne's County Property Viewer website. See **Appendix A** for information on how to access documents stored at these sites and referenced in the following paragraphs. Also included below are references to specific sections of the <u>Annotated Code of Maryland – Real Property Article – Section 11B – Maryland Homeowners Association Act.</u>

How to use this document:

Read the Background Relevant to All Sections of Marling Farms section for information on the creation of the Marling Farms Covenants and how they were attached to the first lots made available for sale in Marling Farms Section 1. The Covenants are where the Community Maintenance Fund and its intended uses are first defined. Maryland real estate law uses a concept called "running with the land" which stipulates that once a set of Covenants, Conditions and Restrictions (CCR's) are attached to a piece of property, they remain in effect in perpetuity regardless of whether or not a new owner is made aware of them.

The Section Specific Arguments section makes a referral to two appendices at the end of this paper. Appendix C – Land Plats allows the reader to view a color-coded plat which will correlate their street address with the official section/lot number as it appears on the recorded surveyor's drawing. Appendix B – Section Specific Documents presents the paper trail whereby the lots within their particular section are subjugated to the Marling Farms Covenants. This is where several specific lots (and associated street addresses) are identified as being exempt from the CCR's laid out in the Marling Farms Covenants.

Finally, the **Conclusions and Remedies** section explains the legal remedies available to MFCA to compel members of the community to meet their obligation to pay the annual dues as established by the Board of Directors and approved at a general meeting of the community in accordance with the protocol established in the Bylaws of Marling Farms.

Background Relevant to All Sections of Marling Farms

The first document containing the text of the Covenants was a 1952 deed between Marling Farms, Inc., the original developer, referred to as "the Company", and Elizabeth D. Wilson. (See Deed recorded as TSP 7, starting page 5.) These Covenants established the creation of a Community Maintenance Fund, which is now managed by the Marling Farms Community Association, Inc. The documents referenced above and below demonstrate how nearly every lot in Marling Farms was made subject to these Covenants, and their owners are therefore obligated to pay annually into the Community Maintenance Fund. A short list of homes which were found to be explicitly excluded from this requirement is given in **Appendix B – Section Specific Documents**.

In Sub-division X of the original Covenants, drafted by Marling Farms, Inc., the annual dues are defined as being proportional to the length of one's property line along the front street. However, in the years that followed this algorithm was modified to be defined as a simple flat fee applied equally to all owners, regardless of the number of properties they owned.

1971 In an *Indenture and Assignment* document Marling Farms, Inc. transferred all their authority as "the Company" to a new company named Ewing and Foster, Inc., who would go on to develop the remaining sections of Marling Farms. (See document CWC 59, starting page 513.)

1988 In a November 18 letter to then MFCA President Joseph Finke, Carlton Foster writes, "This is to confirm, in writing, that authorization has been given to Marling Farms Community Association, Inc., by Ewing & Foster, to collect annual dues from resident families in Marling Farms in lieu of a front foot assessment." This letter was recorded in 1989 with the Queen Anne's County Clerk as part of the following.

1989 In a Homeowners Association instrument filed June 16, 1989 (Liber 2, Pages 93 – 111) there is a copy of the then MFCA bylaws (Pages 95 – 100). In Article III – Section 2 – Dues, the annual assessment for all Marling Farms residents is <u>redefined</u> as a fixed annual fee per owner, superseding the formula originally defined in covenants Sub-division X as "Twenty Cents (\$.20) per linear foot of frontage on a front street". This fixed value has been modified several times over the years as dictated by the rising costs of yearly operational expenses.

1994 In another *Indenture and Assignment* document, Ewing and Foster, Inc. transferred those same "obligations and duties inherent or connected with the enforcement, regulation and operation of said restrictions" to the Marling Farms Community Association, Inc. (See SM 492, starting page 971.) For a more detailed legal history and evolution of the governing bodies which managed the development and maintenance of the Marling Farms Community from 1952 to present day, see the companion document "*The_Company.docx*", available on the Marling Farms website.

The Real Property Article of the Annotated Code of Maryland - Title 11B – Maryland Homeowners Association Act supports this assertion of an obligation to pay with two passages. Section 11B-106 states, "By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development." And Section 11B-111.10 states, "The failure of the board of directors or other governing body of the homeowners association to enforce the provision of this title, the declaration, or bylaws on any occasion is not a waiver of the right to enforce the provision on any other occasion." Sub-divisions XII and XIII of the Marling Farms Covenants express these same two premises with very similar wording and add the phrase "in perpetuity" for emphasis. As stated earlier, it is an established precedent in Maryland real estate law that once attached to a particular property, these restrictions, obligations and other Covenants "run with the land" and remain in force whether you have been made aware of them or not. This is why a title search is so important to new home buyers.

Section Specific Arguments

Refer to the color land plats provided in **Appendix C** to locate your street address and take note of what Marling Farms section and lot number(s) define(s) your property. Section and lot numbers are how specific properties are identified on the officially recorded land plat for each section of Marling Farms as it was surveyed and then lots made available for purchase. Section and lot numbers are also how lands are identified in deeds and other documents recorded with the Queen Anne's County Clerk of the Court.

Once you know your particular section and lot number, refer to **Appendix B – Section Specific Documents** for a brief history of recorded documents which demonstrate why your property (with few exceptions) is subject to the Covenants of Marling Farms, which thereby obligate you to contribute annually to the Marling Farms Community Association in support of maintenance and other functions beneficial to all residents. This obligation is in force even if you do not make use of the common elements and amenities provided within the community.

The following is an excerpt from the 1982 deed in which Ewing and Foster, Inc. (grantor) convey ownership of the beach areas and ball fields to the Marling Farms Community Association (grantee). (Liber 187, Folio 290)

WHEREAS, the lot owners of Marling Farms have formed a community association and become incorporated under the laws of the State of Maryland for the purpose of maintaining and improving the quality of life in the aforementioned subdivision.

WHEREAS, Ewing and Foster, Inc. have agreed to deed the hereinafter described parcels of land, which are hereby specifically dedicated for community recreational purposes, unto the party of

the second part so that they may maintain, monitor, and improve those parcels for the use and benefit of all residents and owners of property in the aforementioned subdivision.

(Liber 187, Folio 290 – 297)

Conclusions and Remedies

It is this author's hope that the materials provided herein have convinced the reader of their obligation to pay the required annual dues. (Or, in those rare cases listed in Appendix B, absolved them of this obligation.) If anyone disputes the findings presented in this document or seeks clarification in any way, please feel free to contact me:

Kevin Moore
Phone or text: 410-218-6250
Moorekevin128@gmail.com

If you are unaware of your past due account and/or would like to arrange a payment schedule, please contact the MFCA treasurer at: marlingfarms@gmail.com

For those who choose to continue ignoring their responsibility with regards to this matter, I am compelled to make you aware of the legal remedies that are available to MFCA as outlined in the Maryland Homeowners Association Act, referenced earlier as part of the Annotated Code of Maryland. The authority for MFCA to levy late fees and, in extreme cases, attach liens to your property, are defined in *Title 11B - Section 112.1 Late Charges* and *Title 11B - Section 117 Responsibilities of Lot Owners for Assessments, Charges, and Liens*.

The Board of Directors of the Marling Farms Community Association hopes it never finds it necessary to invoke any of the legal remedies at our disposal. We are, after all, your neighbors.

APPENDIX A

How to Access Recorded Documents on the Web

Follow these steps to access recorded documents referenced in this paper.

Maryland Land Records

Go to https://mdlandrec.net/main/

Create yourself an account or log in if you already have one.

Select Queen Anne's County from the pull down list.

Utilize the various search functions to find specific documents.

Instruments -	Locate a particular Deed, Indenture Assignment or other recorded		
	document by Liber (book) and Folio (page).		
Corp. Search -	Search the history of Marling Farms, Inc. See tax ID D00130708.		
SDAT -	State Department of Assessment and Tax data for a particular street		
	address. Often includes section/lot number designation, previous		
	owners and deed references for previous transfers of ownership.		
Plats.net -	For finding specific land plats. A search can be a bit cumbersome,		
	but the Marling Farms plats are there.		

Queen Anne's County Property Viewer

Go to OAC Property Viewer

Zoom into the area that is Marling Farms.

Individual properties are bounded by yellow lines.

Click any property for address and current owner data.

Click on Link to SDAT to see the full SDAT data on the given property.

State Department of Assessment and Taxation

In addition to the two paths described above, data for a particular address (SDAT) can be accessed directly by going to <u>Department of Assessments and Taxation (maryland.gov)</u>
Select <u>Real Property</u> from the menu bar.

Enter the search criteria you wish to use. (Typically County and address.)

Maryland Homeowners Association Act

To see the actual text from sections of the <u>Maryland Annotated Code – Real Property Article – Title 11B – Maryland Homeowners Association Act</u>, simply type "Title 11B Maryland Homeowners Association Act" into your browser and select one of any number of online copies of the latest version of these regulations. I used a site provided by Westlaw.com.

APPENDIX B

Section Specific Documents

Assuming you have identified the Marling Farms section and lot number(s) of your particular property, read the relevant Section below for a document trail of deeds and other recorded documents which show why your property is subject to the Covenants of Marling Farms. Those 1952 Covenants, in which the Community Maintenance Fund was first defined, as well as sections of the Maryland Annotated Code – Real Property Article – Title 11B – Maryland Homeowners Association Act, obligate you to pay the annual dues as determined by the Board of Directors and approved by the general membership according to the voting protocol defined in the Bylaws of Marling Farms.

The following addresses are the only properties in Marling Farms for which an explicit exclusion of subjugation to the Covenants has been identified.

ADDRESS	SECTION	LOT NUMBER(S)
1606 Howard Road	4	7, 8
1516 St. Mary's Road	4	2,3
1518 St. Mary's Road	4	4,5
1700 St. Mary's Road	4	11,12
1712 St. Mary's Road	4	17*
1716 St. Mary's Road	4	17*
1366 Calvert Road	5	6
1419 Queen Anne's Drive	6	13

* Lot 17 was subdivided.

After an extensive search of land records, this author has been unable to find either an explicit exemption or specific subjugation of the following properties to the Covenants of Marling Farms. Their status is considered "indeterminate".

ADDRESS	SECTION	LOT NUMBER
1615 Calvert Road	Johnston	?

Regardless of their exemption, MFCA encourages these owners to pay the requested annual dues (most already do) as an example of the spirit and pride that makes Marling Farms the exceptional place it already is.

Documents Specific to Section One

As explained above, all lots of Section One (except the 3 lots now known as Beach 3) were made subject to the Marling Farms Covenants by way of a *Deed* between Marling Farms, Inc. and Elizabeth D. Wilson (TSP 7, page 5) executed September 25, 1952. The text of the original fifteen (XV) sub-divisions was included in the body of the *Deed*. (In this context, "sub-division" is a section of text, not a parcel of land.) Collection of funds for and management of the Community Maintenance Fund are defined in the Covenants Sub-divisions X and XIV.

Documents Specific to Section Two

On December 15, 1952, Elizabeth Wilson and Marling Farms, Inc. once again execute two *Deeds* (TSP 8, page 385 and TSP 8, page 389) with the intent of attaching the same Covenants attached to Section One, now to Section Two. In the first transaction all of Section Two is conveyed to Ms. Wilson with the Covenants attached. All forty-seven (47) lots within the solid boundaries of the recorded plat for Section Two (TSP 1, page 32) are subject to the Marling Farms Covenants.

Documents Specific to Section Three

An earlier survey of Section 3 was revised in 1972 when a short connecting street between Calvert and Queen Anne's roads (Dallam Road) was eliminated and lands adjacent were annexed into Section Three. (See plat CWC 2, page 3.) At this point Ewing and Foster, Inc. had purchased all remaining undeveloped lands in the Marling Farms development plan. On February 19, 1974, Ewing and Foster, Inc. recorded a *Declaration of Restrictions* (Liber 81, page 498) with the County Clerk by which they subject all of Section Three to the Marling Farms covenants by referencing the original deed of Elizabeth Wilson from 1952. All eighty-two (82) lots within the solid boundaries of the recorded plat for Section Three (CWC 2, page 3) are subject to the Marling Farms covenants. (There is no lot 43, 44, 45, 46 or 50 as of the revised Section Three plat.)

Documents Specific to Section Four

The original land plat for Section Four was recorded on June 2, 1954. Over the next several years a few of the lots as drawn were purchased by different owners, but <u>without</u> the Covenants attached to their properties. On June 12, 1961 a revised plat of Marling Farms Section Four was recorded as TSP 1, page 90. On April 27, 1962, Marling Farms, Inc. and Dorothy E. Connolly execute two consecutive *Deeds* where they convey and reconvey most of the 56 lots detailed on that plat, doing so with a specific reference to the Elizabeth Wilson *Deed* and its associated Covenants. However, several of the 56 lots are <u>explicitly excluded</u> from that subjugation to the Covenants.

These lots (2, 3, 4, 5, 7, 8, 11, 12 and 17) are referred to as "lands heretofore conveyed". These nine lots are the only lots in Section Four not subject to the Covenants.

Documents Specific to Section Five

The plat for Section Five was recorded on July 12, 1956 (TSP 29, page 91). On January 29, 1962, Marling Farms, Inc. recorded an *Agreement* made December 29, 1961 between itself and six couples who had already purchased lots in Section Five (Book 64, page 380, lower half). Marling Farms, Inc. acknowledged that the covenants which were intended to be associated with every lot in Section Five had been inadvertently omitted in those first six *Deeds*. All six lot owners agreed to have the Covenants applied to their lots from that moment on. The *Agreement* also states the intention to "subject to and bind by said restrictions, each and every lot of Section Five, heretofore conveyed, and all lots yet unsold in Section Five, excepting only Lot #6, Section 5, heretofore conveyed." The Covenants are included in the *Agreement* as Appendix I (TSP 70, page 13).

There was this seventh owner at the time, identified as being that of lot #6, who did not consent to having the Covenants linked retroactively to his/her property. This lot #6 (now 1366 Calvert) remains the only lot in Section Five not bound by the covenants of Marling Farms.

Documents Specific to Section Six

In a *Deed* dated August 8, 1961 (TSP 61, page 544), Marling Farms, Inc. conveys sixteen (16) of the seventeen (17) lots depicted on the plat of Section Six (TSP 36, page 51) to Dorothy E. Connolly. The Marling Farms Covenants are attached to those 16 lots by a direct reference to the same Covenants included in that 1952 deed to Elizabeth Wilson, described above. However, in this 1961 *Deed*, lot number thirteen (13) is *explicitly excluded*, this lot being previously owned by a person named John T. Meade (TSP 61, page 542).

This lot #13 (now 1410 Queen Anne's Drive) is the only lot in Section Six not bound by the Covenants.

Documents Specific to Section Seven

On May 11, 1965 Marling Farms Inc. entered into a recorded *Agreement* (CWC 15, page 124) with five (5) parties owning Section Seven lots 8, 17, 18, 19, 20, 21 and 22 in which they agreed to have their lots bound to the Covenants as we know them by referencing a document recorded on September 11, 1963 (CWC 3, page 130), which was a full text of the Marling Farms Covenants. This *Agreement* also acknowledged that certain other lots had already been sold to persons who did not consent to having the Covenants attached to their lands. However, over the course of the next 45 years, all lots (37) in Section Seven were made subject to these restrictions by way of a recorded *Deed*. In each case, the attachment of the Covenants is made by reference to either the restrictions (CWC 3, page 130) declared in the 1965 *Agreement* (CWC 15, page 124), the 1952 Elizabeth Wilson *Deed* (TSP 7, page 5), or some other recorded document referencing the Marling Farms Covenants.

Refer to the following documents listed per lot number. Only the first page of a given document is cited.

Section 7	Year	Document	Comment
Lot # 1	1968	Deed CWC 35, page 442	
Lot # 2	1969	Deed CWC 42, page 484	
Lot # 3	1965	Deed CWC 14, page 124	
Lot # 4	1980	Deed MWM 165, page 472	
Lot # 5	1977	Deed CWC 126, page 394	
Lot # 6	1990	Deed MWM 362, page 254	
Lot # 7	1997	Deed SM 574, page 377	
Lot # 8	1971	Deed CWC 58, page 411	Also the 1965 Agreement CWC 15/p.124
Lot # 9	1973	Deed CWC 72, page 597	
Lot # 10	1983	Deed MWM 203, page 172	
Lot # 11	1965	Deed CWC 16, page 545	
Lot # 12	1979	Deed MWM 151, page 65	
Lot # 13	1966	Deed CWC 23, page 383	
Lot # 14	1967	Deed CWC 29, page 288	
Lot # 15	1992	Deed MWM 405, page 240	
Lot # 16	1968	Deed CWC 39, page 231	
Lot # 17	1965	Agreement CWC 15, page 124	References CWC 3, page 130
Lot # 18	1965	Agreement CWC 15, page 124	
Lot # 19	1965	Agreement CWC 15, page 124	
Lot # 20	1965	Agreement CWC 15, page 124	
Lot # 21	1965	Agreement CWC 15, page 124	
Lot # 22	1965	Agreement CWC 15, page 124	
Lot # 23	1972	Deed CWC 64, page 266	
Lot # 24	2010	Deed SM 1943, page 227	
Lot # 25	1971	Deed CWC 59, page 505	Ref. CWC 15/p.124 & CWC 3/p.130
Lot # 26 - 31	1971	Deed CWC 59, page 505	Excluded lot #32
Lot # 32	1995	Deed SM 509, page 154	
Lot # 33 - 37	1971	Deed CWC 59, page 505	Excluded lot #32

Documents Specific to Section Seven-A

The *Declaration* of Section Seven-A, recorded May 28, 1969 (CWC 1, page 483), includes the actual text of the Marling Farms Covenants (CWC 1, page 484), as well as a land plat (CWC 1, page 30) which delineates the five (5) lots therein. An *Indenture and Assignment* document dated November 5, 1971 (CWC 59, page 513) re-iterates that Marling Farms, Inc. is conveying to Ewing and Foster, Inc. the authority to impose and enforce the covenants on all of Sections 1, 2, 4, 5, 6, 7, 7A and 8, with the exception of any lots which have been *explicitly* excluded. No explicit exclusions of lots in Section Seven-A have been found in any of the relevant documents reviewed.

Documents Specific to Section Eight

The *Declaration* for Section 8, recorded January 16, 1968 (CWC 32, page 495), includes the actual text of the Marling Farms Covenants (CWC 32, page 496). The land plat (TSP 1, page 94B) delineates the sixteen (16) lots of Section Eight. An *Indenture and Assignment* document dated November 5, 1971 (CWC 59, page 513) states that Marling Farms, Inc. is conveying to Ewing and Foster, Inc. the authority to impose and enforce the Covenants on all of Sections 1, 2, 4, 5, 6, 7, 7A and 8, with the exception of any lots which have been *explicitly* excluded. Only lot #9 was omitted from the list of bound properties in Section Eight. However, in a Deed dated August 15, 1985 (Liber 236, Folio 562) the covenants are attached to this property with a direct reference to CWC 32, page 495.

Documents Specific to Section Nine

On May 14, 1973 Marling Farms Section Nine is declared (CWC 74, page 174) and recorded with a plat (CWC 2, page 5) which delineates twenty-four (24) lots. On July 2, 1973, Ewing and Foster, Inc. records a *Declaration of Restrictions* (CWC 75, page 662) which binds the Covenants to all twenty-four lots by making a direct reference to those same restrictions and Covenants included in the original Elizabeth D. Wilson deed of 1952 (TSP 7, page 5).

Documents Specific to Section Ten

On May 14, 1973 Marling Farms Section Ten is declared (CWC 74, page 175) and recorded with a plat (CWC 2, page 6) which delineates seventeen (17) lots. On July 2, 1973, Ewing and Foster, Inc. records a *Declaration of Restrictions* (CWC 75, page 662) which binds the Covenants to all seventeen lots by making a direct reference to those same restrictions and Covenants included in the original Elizabeth D. Wilson deed of 1952 (TSP 7, page 5).

Documents Specific to Section Eleven

On May 14, 1973 Marling Farms Section Eleven is declared (CWC 74, page 173) and recorded with a plat (CWC 2, page 4) which delineates forty-one (41) lots. On July 2, 1973, Ewing and Foster, Inc. records a *Declaration of Restrictions* (CWC 75, page 662) which binds the Covenants to all forty-one lots by making a direct reference to those same restrictions and Covenants included in the original Elizabeth D. Wilson deed of 1952 (TSP 7, page 5).

Documents Specific to Johnston Lands

A *Declaration* (CWC 10, page 81) recorded August 24, 1964 declares the referenced land plat (TSP 1, page 98) to be the Marling Farms - Johnston Land. Furthermore, it declares the attachment of the Marling Farms Covenants with a direct reference to the Elizabeth Wilson *Deed* of 1952 (TSP 7, page 5), and then includes them as text (CWC 10, page 82). The plat encompasses what are today addresses 1605 and 1609 Calvert, which are therefore bound by the Marling Farms Covenants.

After an extensive review of multiple deeds encompassing this area known as the Johnston Lands, no explicit exclusion of the covenants has been found associated with the address 1615 Calvert. However, no explicit reference of subjugation to the covenants has been found either.

Properties Lying Outside the Boundaries of Any Marling Farms Recorded Plat

Land plats for Marling Farms Sections Eight and Eleven show several properties that lie <u>outside</u> the solid boundary of the plat where specific section 8 and 11 lot numbers are assigned. These lots are referred to by name as Welch Lands, Mason Lands, Seward Lands, Poole Lands, Bishop Lands and lot 103-A. However, title searches on all of these properties show (in my opinion) that they are, in fact, bound by the covenants of Marling Farms.

1703 Bayside Drive - Mason Lands

A paragraph in the Elizabeth Wilson deed (TSP 7, page 5) Marling Farms, Inc. states that it "owns certain parcels of land contiguous or near to Marling Farms – Section One". It further asserts the authority to include these parcels in the development plan for Section One by subjecting them to the covenants as defined in that deed. It is my opinion that 1703 Bayside, labelled as Mason Lands, is included in these "contiguous" parcels. (Oh, by the way, 1703 Bayside is also my current address.)

1705 Bayside Drive - Welch Lands

In a deed from April 13, 1973 (Liber 72, page 664), Edward and Mavis Welch convey this property to Grace Leipold and attach the covenants through a reference to a Dorothy Connolly deed (TSP 66, page 51) which itself references the covenants expressed in the Elizabeth Wilson deed.

1801 Midway - Seward Lands

The Seward Lands are adjacent to and just south of Section One lot 1-100. It has been annexed to that property and its current owner and is therefore bound by the covenants, as are all lots in Section 1.

1703 Seward Court - Poole Lands

In a deed from October 7, 1976 (CWC 110, page 340), Robert and Margaret Poole convey this property to just Robert Poole and attach the covenants by reference to the Dorothy Connolly deed (TSP 66, page 51) which itself references the covenants expressed in the Elizabeth Wilson deed.

1702 Chester Road - Bishop Lands

In a deed from September 21, 1972 (Liber 67, folio 278), Ewing and Foster, Inc. convey this property to Walter and Grace Leipold, attaching the covenants by direct reference to the Elizabeth Wilson deed (excluding Sub-division XV).

1703 Chester - Lot 103-A

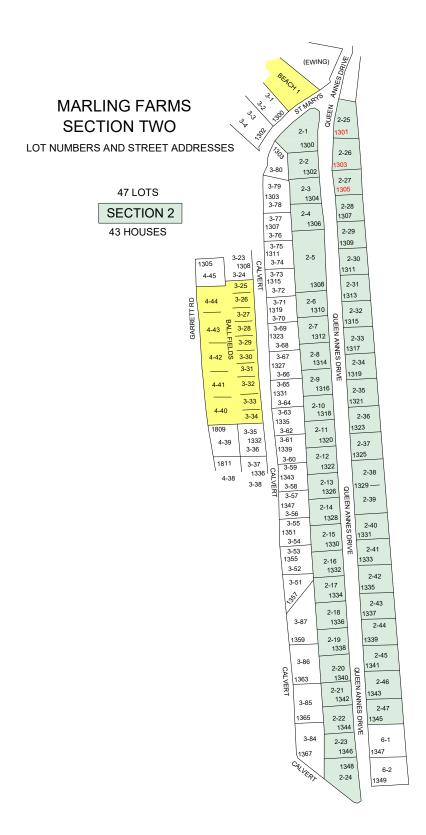
In a deed from July 14, 2005 (Liber 1426, folio 212), John and Dianne Deveraux convey this property (adjacent to and just south of Section One lot 103, as well as adjacent to and just west of Section Eleven lot 27) to Mark and Karla Zador, attaching the covenants by a direct reference to the Elizabeth Wilson deed. (They forgot to exclude Sub-division XV in this one.)

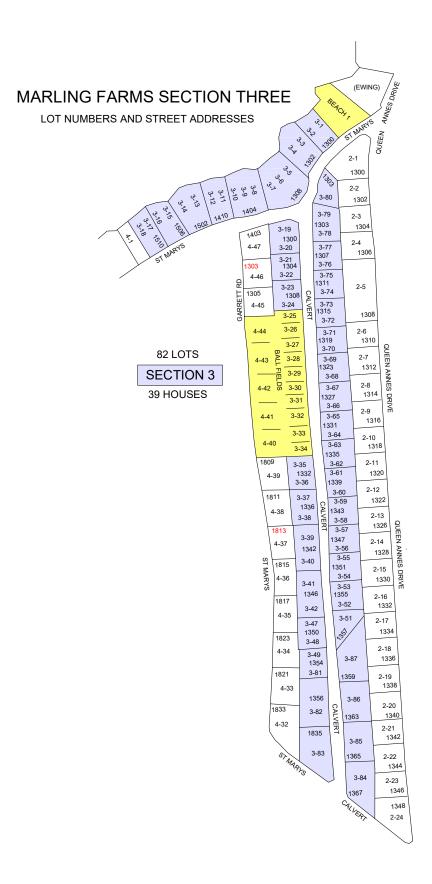
APPENDIX C

Land Plats

Use the following color land plats to correlate your street address with a section/lot number. Section and lot numbers are how properties are identified in recorded documents.

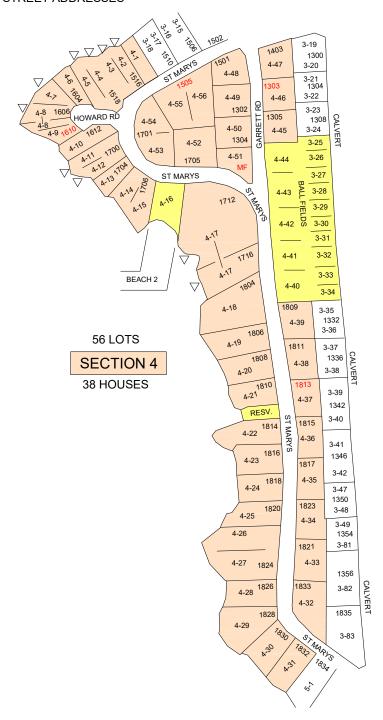






MARLING FARMS SECTION FOUR

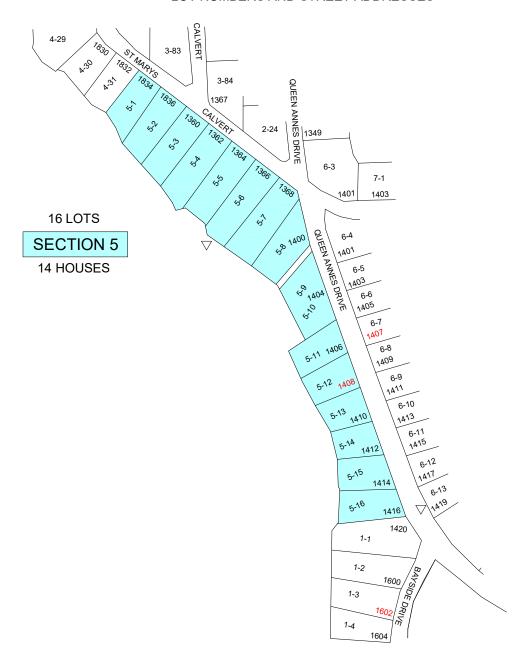
LOT NUMBERS AND STREET ADDRESSES



(A small triangle indicates a lot for which no explicit attachment of the Covenants was found.)

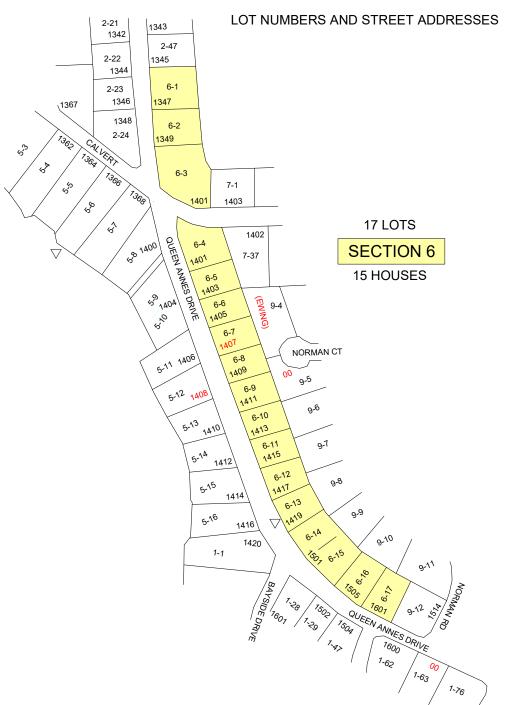
MARLING FARMS SECTION FIVE

LOT NUMBERS AND STREET ADDRESSES



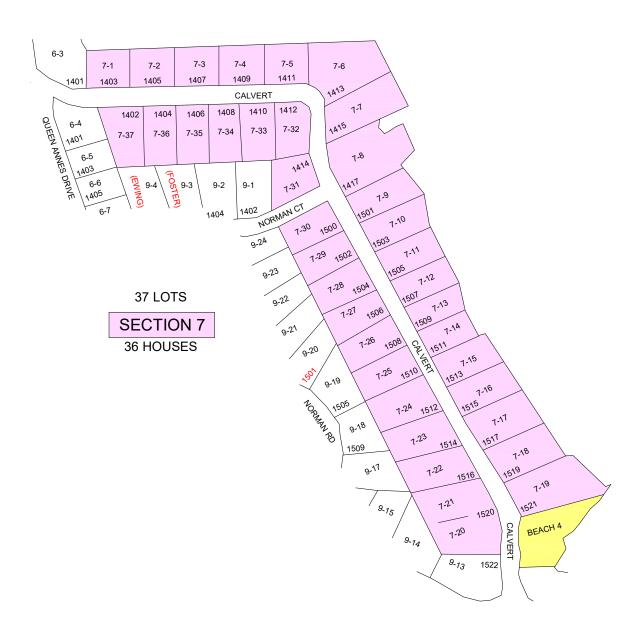
(A small triangle indicates a lot for which no explicit attachment of the Covenants was found.)

MARLING FARMS SECTION SIX

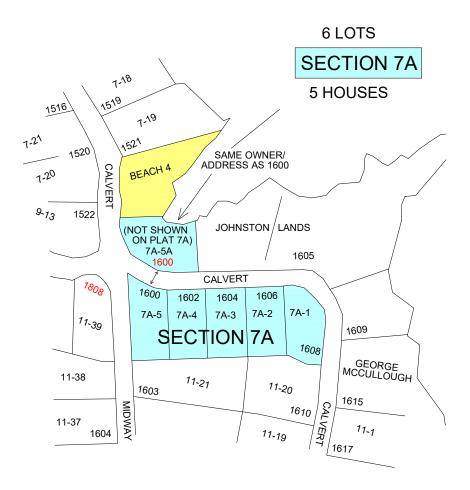


(A small triangle indicates a lot for which no explicit attachment of the Covenants was found.)

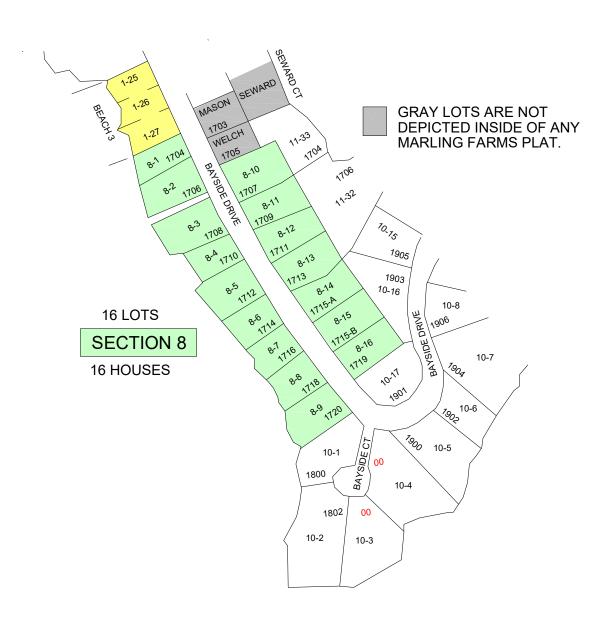
MARLING FARMS SECTION SEVEN



MARLING FARMS SECTION SEVEN - A



MARLING FARMS SECTION EIGHT

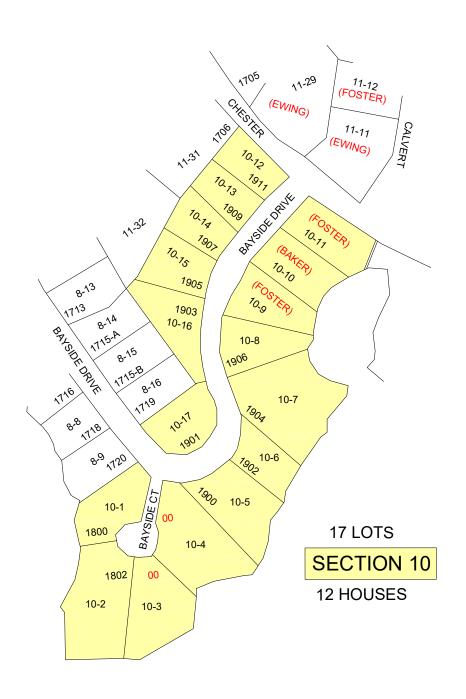


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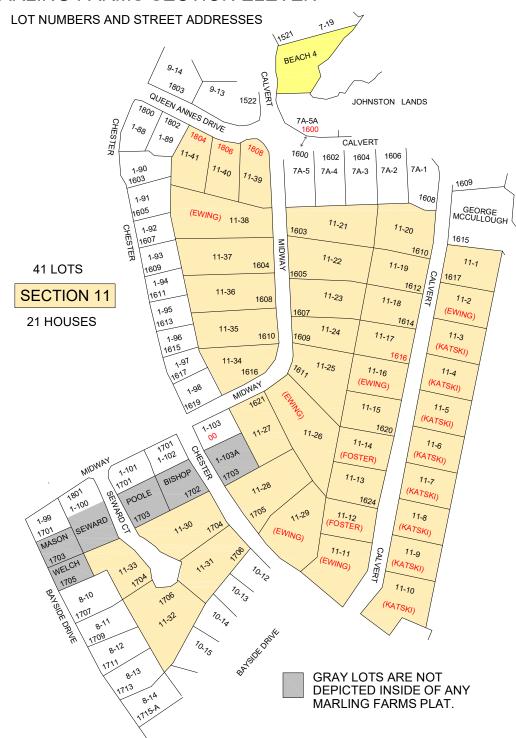
MARLING FARMS SECTION NINE



MARLING FARMS SECTION TEN



MARLING FARMS SECTION ELEVEN



MARLING FARMS - JOHNSTON LANDS

