

PROTECTIVE COVENANTS AND RESTRICTIONS  
Denton Industrial Park

## SECTION I - General

SEP 21-84 A #25796 \*\*\*\*\*30.00

The following restrictions shall constitute covenants, contractual obligations, and conditions running with the land.

1. LEGAL DESCRIPTION - For all purposes of these covenants and restrictions, Denton Industrial Park conclusively shall be deemed to mean the following described real estate:

See attached Exhibit A.

2. INDUSTRIAL PARK MANAGEMENT ASSOCIATION - For all purposes of these restrictions, the Industrial Park Management Association (hereinafter called "Association") shall be made up initially of six (6) voting members appointed by the Commissioners of Denton with terms set by the Commissioners of Denton. As each property in the Park is sold, the new owner shall become a voting member of the Association in place of one town appointee and shall pay an annual assessment to be set by the Association for the purpose of maintenance of the Industrial Park, exclusive of the roads, rights-of-way, water, and sewer lines permanently owned by the Town. The Association will continue with six (6) members until five property owners have replaced Town appointees. From that point on, the membership will increase by each new owner until all property in the Park has been sold. At that time, the Association will consist of all property owners or their designees plus one Town appointee with one vote per member. Each member shall pay the annual assessment levied by the Association except the Town appointee who shall not pay any assessment at any time. A majority of the members of the Association shall constitute a quorum of such Association and are vested with authority to make any decisions, perform any acts and execute any written instruments of approval or consent required by these restrictions. The Association shall have full power to select, appoint, retain, and use any agents or sub-committees of any type and nature as it deems advisable to render such assistance to said Association and to perform such acts as said Association shall determine.
3. EFFECT AND MODIFICATION - These restrictions shall be effective and binding on grantor, grantee, their respective assigns, successors in interest, and all parties claiming by, under, or through them until December 31, 2009, at which time these restrictions shall be automatically extended for successive periods thereafter of ten (10) years each, unless owners of more than eighty-five (85%) percent of the real estate (property owners exclusive of all publicly owned rights-of-way and easements) located in said Denton Industrial Park shall execute and record in the Land Records of Caroline County, an instrument revoking or modifying such restrictions. Prior to December 31, 2009, these restrictions may be modified by recording in the Land Records of Caroline County, an instrument specifying such modification or modifications executed by the Town of Denton and by the owners of eighty-five (85%) percent of the realty located in said Denton Industrial Park.
4. CIVIL RIGHTS - No subsequent covenant, lease, or conveyance may be imposed upon this land which restricts the use of this land on the basis of race, creed, color, age, sex, or handicap.



## SECTION II - Purpose

The purpose of covenants and restrictions in the Denton Industrial Park is to ensure the following:

1. Aesthetic and controlled development of the property which is compatible with the beauty of the Eastern Shore and the quality of life in the Denton area;
2. Protection of property owners within the Park and in the neighborhood of the Park against improper usage and maintenance which could have the effect of depreciating the value of their property;
3. Excellence in design and development of each site and in the standard of maintenance;
4. Conservation to the greatest extent possible of the physical and natural features of the land;
5. Protection against all types of environmental pollution.

## SECTION III - Regulatory Standards

All usage of the property conveyed with these covenants shall be in accordance with all applicable local, state, and federal law and most particularly with the Denton Zoning Ordinance, the Denton Subdivision Ordinance, the Denton Building Code, the Denton Water Use and Sewer Use Ordinances, and Caroline County Sediment Control. Where these covenants are more restrictive than the above stated ordinances, these covenants shall rule. Individual purchasers of real estate within the Denton Industrial Park shall accept the responsibility for carrying out all applicable provisions of the Denton Subdivision Ordinance instead of said obligations being met by the subdivider which is the Town of Denton. The Denton Planning Commission shall review all plans for ordinance compliance prior to the issuance of permits.

## SECTION IV - Restrictions

1. No part of said real estate or any building, structure, or improvement thereon shall be used for other than approved industrial warehouse, distribution, or commercial purposes. No personal service establishment or retail outlet will be permitted except for merchandise manufactured on the site. No building of any kind, permanent or temporary or mobile may be used for any residential purposes. No mobile unit or trailer is permitted for any use other than as a construction trailer during the actual construction phase. Other prohibited uses include: the manufacture of explosives, discharge of hazardous or toxic chemicals as listed by the Environmental Protection Agency (EPA), the manufacture or use of highly flammable materials which would cause an extraordinary fire hazard, or the generation of wastewater in excess of an annual average of 35 gallons per day per 1000 square feet of building.
2. Front and side setbacks for required yards shall be in accordance with the Denton Zoning Ordinance. A rear setback of at least twenty five (25) feet from street right-of-way or adjoining property must be maintained.
3. The Town of Denton reserves the right to limit the size of the site requested for



purchase to a maximum of twice the amount of land actually needed for the industry. Land for proposed future expansion and/or development may be sold if the company's past and present record shows that the expansion is very likely to occur within a definite period of time after purchase of the land. If such expansion is not realized within the stated time period, grantee agrees to resell land upon request to the grantor at the original purchase price.

4. No building or structure shall be erected, permitted, or placed on any part of said real estate unless exterior structure thereof is of stone, brick, reinforced concrete, glass, equivalent masonry construction, or a combination of these materials. Metal buildings are acceptable as long as the front is faced with those materials listed here as acceptable.
5. No excavations or excavating work shall be permitted on any part of said real estate except excavations for the purpose of constructing buildings and tangible improvements on such real estate immediately prior to and during construction of such buildings and tangible improvements. No soil, sand, gravel, minerals, aggregate, or earth materials shall be removed from said real estate except as a part of such excavations made for the purpose of constructing buildings and tangible improvements on said real estate.
6. All of the aforementioned real estate and all buildings, structures, improvements, and appurtenances shall be attractively landscaped and that portion of said real estate not used for buildings, structures, parking areas, loading areas, driveways, streets, and other landscaping shall be planted and maintained as a lawn in good condition with six (6) inches of topsoil. Landscaping and lawns shall be accomplished within one (1) year of completion of the principal building.
7. No signs shall be erected or placed on any part of the said real estate without first being approved by the Association and having a sign permit issued in accordance with the Denton Zoning Ordinance.
8. Adequate off-street parking, loading, and unloading facilities shall be provided and maintained by the owners of said real estate for all employees, customers, agents, invitees, and all other persons transacting business with either the owners or occupants of any part or all of said real estate. Design standards for these facilities must be in accordance with the Denton Zoning Ordinance and the Denton Subdivision Ordinance. Screen planting shall be installed and maintained between such off-street parking areas and adjacent streets. Off-street parking shall be permitted in any area other than in front of the principal building on any tract except that a minimum number of spaces may be provided in front for visitors or customers. Such parking spaces shall be landscaped. No parking shall be permitted on the public streets or rights-of-way in the Park.
9. Minimum standards for all private entrances from public rights-of-way shall include the following:
  - a. One (1) street light at the corner of each entrance. The type of light shall be specified by the Commissioners of Denton and the cost of electricity for the light shall be that of the purchaser of the real estate.
  - b. Curb and gutter meeting the Maryland State Highway Administration specifications - twenty-five feet on each side of each entrance.



10. No part of said real estate or any building or structure placed on said real estate shall be used for any purpose or in such a manner which shall be a nuisance to the occupants or owners of any other adjoining real estate by reason of emission from said real estate, building, and structures or the creation thereon or therein of odors, gases, dust, smoke, noise, fumes, cinders, soot, vibrations, glare, radiation, radioactivity, waste materials, or any other means or substances.
11. No materials, inventory, goods-in-process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained, or accumulated on any part of said real estate outside of buildings erected thereon, except where prior written approval of the Association is secured after adequate screen planting, fencing, setbacks, and compliance with any other conditions required therefor by the Association.
12. All of said real estate and all buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances thereon must at all times be maintained in a safe, clean, and good condition. After a specified procedure of notice and reasonable correction time has been given, the Association is granted the privilege but not the obligation (which privilege it may exercise or not at any time and for such periods of time as it deems advisable in its exclusive discretion) of maintaining any part or all of said real estate or any buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances thereon, where not properly maintained in the opinion of the Association, and all owners, occupants, and lessees of such realty shall pay to the Association upon request, the aggregate cost of such maintenance work and expense applicable to that portion of the realty owned, occupied, or leased by such owners, occupants, or lessees. See Section IV-16 for legal effect of failure to insist on performance of covenants.
13. Advance approval of the improvements described in this paragraph is deemed necessary to protect and preserve the desirability and properties of the Denton Industrial Park. Therefore, no construction, erection, relocation, or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping, or other facilities may be commenced and completed on any part of said real estate without securing, in advance, the written consent and approval of the Association. The following information, as appropriate, shall be submitted to the Secretary of the Association for its consideration of any plans:
  - a. Preliminary architectural plans for any proposed building, structure, or improvement showing elevations and exterior building materials to be considered from an aesthetic point-of-view.
  - b. A site plan showing location and design of buildings, structures, signs, drainage, driveways, driveway intersections with streets, exterior materials storage areas, parking areas, loading areas, and sidewalks to be considered from an aesthetic point-of-view. The site plan shall include a planting plan, including screening walls and fences, if any, for analysis of adequacy of visual screening and landscaping.
  - c. Any other pertinent information requested by the Association for the purpose of showing compliance with each and all of these covenants.



14. Each owner, lien holder, and tenant of any part of the above described real estate hereby agrees to cooperate in the planning, granting, executing, acknowledging, and recording of all easements and instruments establishing such easements deemed necessary and reasonable by the Town of Denton for the further development of said Denton Industrial Park which easements may include those deemed necessary for electric, telephone, gas, water, and sewerage purposes and for the entrances and access road.
15. If the grantee or its successors or assigns or any lessee or occupant of any part of such real estate or any other person should violate any of the covenants, conditions, and restrictions contained herein, it shall be lawful and permissible for the Association, or individual member of the Association to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions for any remedies that are available including but not limited to, actions for injunctive relief and damages. The Association or individual member shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions, and restrictions, all reasonable attorney fees, costs, and expenses incurred by the Association or individual member of the Association with respect to securing the enforcement of or the compliance with these covenants, conditions, and restrictions or with respect to any actions, either at law or in equity, commenced by it for such purpose or purposes.
16. The invalidation or unenforceability of any one of these covenants, restrictions, or conditions shall in no way affect the validity or enforceability of any of the other covenants, conditions, or restrictions contained herein which shall remain in full force and effect. The failure of anyone to insist on the performance of any covenants, restrictions, or conditions contained herein at any time shall not be deemed to bar, waive, or estop the right to insist on the performance thereof at a later time nor shall the failure of anyone to insist on the performance of any such covenant, restriction, or condition at any time or times be construed to constitute an abandonment, annulment, or revocation of such covenant, restriction, or condition.

ATTEST

COMMISSIONERS OF DENTON

by: Mary K. Turkington  
 Mary K. Turkington, Clerk/  
 Treasurer

by: Janet K. Hutson  
 Janet K. Hutson, Mayor

DATE

June 7, 1984



## EXHIBIT A

BOUNDARY LINE DESCRIPTION FOR  
90.17 ACRES COMPRISING  
DENTON INDUSTRIAL PARK

ALL that piece, parcel or tract of land situate, lying and being in the Town of Denton, Third Election District for Caroline County, Maryland, and more full described as follows: BEGINNING for the same at a concrete monument found on the westerly side of the public road now existing and laid out 50 feet wide, leading from Maryland Route 404 to Sennett Road known as American Legion Road, said monument being at the northeasterly corner of the herein described land and at a point 25 feet from the beginning of the South or South 69 degrees 33 minutes West 1392.3 feet line of that parcel of land which by deed dated February 11, 1963, recorded among the Land Records of Caroline County in Liber 149 at folio 520 was granted and conveyed by William C. Engerman and Virginia Lee Engerman, his wife, to the Commissioners of Denton and running thence binding along the westerly side of said American Legion Road the following three courses and distances, viz: (1) South 26 degrees 08 minutes 00 seconds East 138.17 feet; thence (2) South 24 degrees 52 minutes 30 seconds East 98.88 feet; thence (3) South 23 degrees 47 minutes 30 seconds East 1323.11 feet to a concrete monument found thereon; thence (4) binding along a division line between the herein described land and other lands of William C. Engerman and Virginia Lee Engerman South 73 degrees 21 minutes 40 seconds West 530.24 feet to a stone found; thence (5) continuing South 73 degrees 21 minutes 40 seconds West 1994.51 feet to a point in a ditch; thence (6) North 07 degrees 35 minutes 20 seconds West 20 feet to a concrete monument found; thence (7) continuing North 07 degrees 35 minutes 20 seconds West 896.04 feet to a concrete monument found; thence (8) South 82 degrees 24 minutes 40 seconds West 309.78 feet to a concrete monument found; thence (9) North 07 degrees 35 minutes 20 seconds West 120.58 feet to a concrete monument found; thence (10) South 82 degrees 24 minutes 40 seconds West 180.00 feet to an Iron Pipe set; thence (11) South 72 degrees 39 minutes 30 seconds West 324.69 feet to a concrete monument set on the easterly right-of-way line of a public road leading from Andersontown to Denton, known as Maryland Route 404; thence (12) binding along part of the easterly right of way line of Maryland Route 404, North 07 degrees 35 minutes 20 seconds West 55.00 feet to a concrete monument found; thence (13) continuing along part of said easterly right of way line of Maryland Route 404, North 07 degrees 35 minutes 20 seconds West 100.00 feet to a concrete monument found; thence (14) North 82 degrees 24 minutes 40 seconds East 500.00 feet to a concrete monument found; thence (15) North 07 degrees 35 minutes 20 seconds West 300.00 feet to a concrete monument found; thence

(16) continuing North 07 degrees 35 minutes 20 seconds West 556.77 feet to an iron pipe set, thence (17) North 75 degrees 24 minutes 40 seconds East 224.12 feet to a concrete monument found at the end of the Seventh or North 64 degrees 18 minutes West 915.9 feet line of the aforementioned deed from William C. Engerman, et ux to the Commissioners of Denton recorded in Liber 149 at Folio 520 and thence binding reversely along the aforesaid Seventh Line and part of the Sixth Line of said deed, the following two courses and distances, viz: (18) South 65 degrees 48 minutes 00 seconds East 971.78 feet to a concrete monument found; thence (19) North 66 degrees 05 minutes 00 seconds East 1367.29 feet to the place of beginning containing 90.17 acres of land, more or less.

IT BEING PART of all that parcel of land described in a deed from Austin R. Murphy and Virginia G. Murphy to William C. Engerman and Virginia Lee Engerman dated March 24, 1944, and recorded in the Land Records of Caroline County, Maryland in Liber 104 at Folio 161 and part of all that parcel of land described in a deed from Richard J. S. Bullock and Hattie F. Bullock to William C. Engerman and Virginia Lee Engerman, his wife, dated October 13, 1944, and recorded in the Land Records of Caroline County, Maryland in Liber 104 at Folio 533 and part of all that parcel of land described in a deed from William C. Engerman and Virginia Lee Engerman, his wife, to the Commissioners of Denton, dated December 30, 1983, and recorded in the Land Records of Caroline County, Maryland in Liber 219 at Folio 475.

STATE OF MARYLAND )  
CAROLINE COUNTY ) SS  
FILED FOR RECORD  
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On 9-21-1984 And  
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Land RECORD  
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F. Dale Munner CLERK  
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