

THIS DECLARATION, made this 19th day of June , 1981, by GEORGE S. REGESTER and CAROLYN G. REGESTER, his wife, hereinafter called "Declarants", and CLIFTON TRUST BANK, Mortgagee.

WHEREAS, Declarants are the owners of a tract or parcel of land in the Fourth Election District of Harford County which is part of the land conveyed by and described in a deed from Stephen M. Kahoe and Vivian C. Kahoe, to Declarants dated December 15, 1950 and recorded among the Land Records of Harford County in Liber G.R.G. No. 351, Folio 361 which Declarants have caused to be subdivided into lots as shown on a plat entitled "Revised Final Plat, Resubdivision of Sharon Acres Estates" recorded in Plat Book H.D.C. No. 45 Folio 93.

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WHEREAS, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 bind on a private road known as Regester Farm Road, leading from Sharon Acre Road northerly to a cul de sac, as same is shown on the aforesaid plat and the Declarants desire to impose certain obligations on the subsequent owners of said Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 relating to maintaining and repairing said private road.

NOW THEREFORE, Declarants hereby declare that Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 as shown on said plat shall be held, sold and conveyed subject to the following easements, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on the parties having any right, title or interest in the above lots, or any part thereof, their personal representatives, successors or assigns, and shall inure to the benefit of each owner thereof, including the Declarants, if a lot owner.

ARTICLE I

DEFINITIONS

SECTION I. "Owner" shall mean and refer to the record

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HARFORD COUNTY CIRCUIT COURT (Land Records) HDC 1145, p. 0409, MSA_CE54_1032. Date available 04/13/2006. Printed 10/16/2020.

owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security and performance of an obligation.

SECTION II. "Lot" shall mean and refer to any one of Lots 1 through 12, as shown on the aforesaid Plat recorded in Plat Book H.D.C. No. 45, Folio 93.

SECTION III. "Declarants" shall mean and refer to George S. Register and Carolyn G. Register, his wife, the survivor thereof and the heirs, personal representatives and assigns of the survivor.

SECTION IV. "Private Road" shall mean and refer to a road leading from Sharon Acres Road in a northerly direction to a cul de sac as the same is shown on the aforesaid plat as Register Farm Road.

SECTION V. "Plat" shall mean and refer to the plat entitled "Revised Final Plat, Resubdivision of Sharon Acres Estates", recorded in Plat Book H.D.C. No. 45, Folio 93.

ARTICLE II

EASEMENT

SECTION I. The Declarants do hereby agree that each deed for Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 shall contain a undivided easement interest in said private road, which shall be subject to the right of use in common with other lot owners herein. Declarants expressly reserve to themselves fee simple title to the bed of Register Farm Road and further reserve the right to use said road for the purpose of ingress and egress to the remainder of their lands. Upon subdivision of said remaining lands, Declarants agree to make all lots created thereon subject to the terms of this Declaration.

ARTICLE III

COVENANT FOR MAINTENANCE

SECTION I. Creation of the Lien and Personal Qualification of Assessments.

Each subsequent owner of any lot by acceptance of a deed

therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the following: (1) any charges made in accordance with the procedures below for maintenance or repair of the private road, (2) any approved annual assessments and (3) any amounts due for damage to the private road in accordance with Section XI. The approved charges, annual assessments, and Section XI charges, together with interest charges, costs and reasonable attorney's fees, shall be a charge on the lot to which the same relates and shall be a continuing lien upon the lot against which each such charge or annual assessment is made. Each such charge or assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the charge or annual assessment became due.

SECTION II. Purposes of Charges and Assessments.

The purpose of any charges or assessments shall be to maintain the private road in a condition suitable and safe for vehicular traffic. Each of the owners of said lot shall be responsible for one-twelfth of any charges or assessments for said private road for any costs of maintenance, repair or improvement including repairing, sealing, patching, drainage or snow removal.

SECTION III. MEETINGS.

The Owners shall meet once a year on the fourth Saturday in March to determine the need for any maintenance repair or improvements to the private road. Special meetings may be called by five Owners to be held on a date convenient to all Owners within thirty days of the date notice of the meeting is given to the other Owners. If no date is equally convenient, five Owners may set the date for the special meeting.

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SECTION IV. Quorum.

Presence of five Owners or their representatives shall constitute a quorum. A written record shall be kept listing the time, place, date and attendance of every meeting and the names of those voting for and against any proposal.

SECTION V. Voting Rights.

Each lot shall be entitled to one vote on any proposal brought before the meeting. When more than one person holds an interest in any lot, the vote shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

SECTION VI. Approval of Proposals.

Any Owner present at the meeting may propose that certain action should be taken to maintain or repair the private road. Any proposal for specific work must be approved by the vote of a majority of the Owner present. Once approval is given, the Owner making the proposal will obtain at least two estimates for the work approved. When the estimates are received that Owner shall submit copies to the other Owners in addition to his written recommendation on which estimate he feels is best. If another Owner objects to his recommendation, that Owner should send notification of his disapproval within fourteen (14) days. If such notification is sent, another meeting should be scheduled to decide which company should do the work. If no agreement can be reached at the subsequent meeting, the lowest estimate will be accepted. If no notification of disapproval is sent, the Owner may direct the work to be completed in accordance with the approved proposals and estimates.

SECTION VII. Payment for Authorized Work.

When the authorized work has been completed and a bill submitted to the Owner who made the original proposal, that Owner shall send copies of the bill to each of the other Owners.

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Each Owner shall be responsible for his proportionate share of said bill as set forth in Section II above. Payment should be made to the Owner who sent notification within thirty (30) days of receipt of a copy of the bill. If an annual assessment has been established, the Owner responsible for the assessment account shall make payment from that account. The Owner making payment shall receive a receipt when paying for the work and send copies to the other Owners.

SECTION VIII. Work by Owner.

If an Owner is willing and capable to perform any of the maintenance or repair work on the private road, he may obtain approval at a meeting. Upon submittal of receipts or other documentation, he shall be reimbursed for the costs of his material by the other Owners, less his proportionate share.

SECTION IX. Disagreement.

If the Owners cannot agree on the need for repair or a proposal for repair, it is agreed that upon a majority vote they shall submit the question to a disinterested party who shall be an engineer, contractor or real estate developer in Harford County who shall arbitrate the matter.

SECTION X. Annual Assessment.

By unanimous vote at a meeting during which all of the Owners are present or represented, or by unanimous agreement of the Owners, the Owners may establish an annual assessment on each Lot to provide for the purposes outlined in Section II. Any amount so collected shall be kept in a bank account specifically for this purpose. One Owner shall be designated to maintain this account. When the assessments are approved, the Owners shall establish a date at which the assessments shall become due each year thereafter. Any annual assessments shall be paid within thirty (30) days of the annual due date

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to the Owner responsible for the Bank account. Said Owner shall make a yearly accounting of principal and interest in this account.

SECTION XI. Damage by Owner.

If any damage to the private road is caused by the specific act of any Owner or his family, invitees, lessee, agent, or contractor, the cost of repair shall be the exclusive personal liability of the Owner. Such liability includes but is not limited to any damage caused by heavy trucks using the private road during the construction on any Lot. If the Owner liable for the damage refuses to correct the problem, any of the other Owners may notify him that they will have the work done and supply an estimate. If the Owner does not respond, the other Owners may have the work done and the responsible Owner shall be liable for the entire amount. If the responsible Owner does respond, he shall have thirty (30) days to correct the problem before the other Owners may proceed.

SECTION XII. Effect of Nonpayment: Remedies of Other Owners.

Any charges for repair or maintenance or any annual assessment not paid within thirty (30) days after the due date or any amounts unpaid under Section XI shall bear interest from the due date at the rate of ten percent (10%) per annum. The other Owners, either jointly or individually, may bring an action at law against the Owner personally obligated to pay the same, or foreclose a lien against the lot. No Owner may waive or otherwise escape liability for the charges or assessments provided for herein by nonuse of the private road or abandonment of his Lot.

SECTION XIII. Subordination of the Lien to Mortgages.

The lien of any charges or assessments provided for herein shall be subordinate to the lien of any first mortgage. The

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sale or transfer of any Lot shall not affect the charge or assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of (but not the personal obligation of any Owner for) such charges or assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments or charges thereafter becoming due or from the lien thereof.

ARTICLE IV

GENERAL PROVISIONS

SECTION I. Enforcement.

Any Owner shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION II. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION III. Length of Easement, Covenants and Restrictions.

The easement, covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty years (20) and shall be automatically renewed for periods of ten years (10). Acceptance of Register Farm Road into the Harford County Road system will automatically terminate this agreement. The Owners by unanimous consent may agree to discontinue or amend any or all of the above provisions. Any amendment or termination must be recorded among the Land Records of Harford County in order to be effective.

The Clifton Trust Bank does hereby join in to consent

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to subordinating the lien, operation and effect of its mortgage dated August 24, 1978 and recorded among the Land Records of Harford County in Liber H.D.C. No. 1072, Folio 913 to this Declaration.

IN WITNESS WHEREOF the undersigned, being the Declarants herein and Mortgagee herein, has hereunto set their hands and seals this 19th day of June, 1981.

WITNESS:

Guerrin H. Bocheit

George S. Regester (SEAL)
George S. Regester

Carolyn G. Regester (SEAL)
Carolyn G. Regester

CLIFTON TRUST BANK, a body corporate of the State of Maryland

Michael L. Snyder
Michael L. Snyder

BY: John A. Farley, Jr. (SEAL)
John A. Farley, Jr., Chairman of the Board

STATE OF MARYLAND, HARFORD COUNTY, SCT.:

I HEREBY CERTIFY that on this 19th day of June, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, personally appeared George S. Regester and Carolyn G. Regester, his wife, and they acknowledged the foregoing Declaration to be their Act. AS WITNESS my hand and Notarial Seal.



Guerrin H. Bocheit
Notary Public

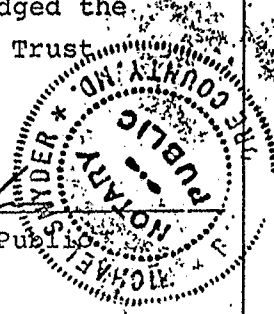
STATE OF MARYLAND, BALTIMORE COUNTY, SCT.:

I HEREBY CERTIFY that on this 18th day of June, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared John A. Farley, Jr., the authorized officer of said Bank and he acknowledged the foregoing Declaration to be the Act of the Clifton Trust Bank, a body corporate of the State of Maryland.

AS WITNESS my hand and Notarial Seal.

RECD & RECORDED
NO 1145 FOLIO 409

Michael Snyder
Notary Public
Michael Snyder



JUN 24 11 53 AM '81

HARFORD CO.
H. DOUGLAS CHILCOAT
CLERK

LIBER 1145 FOLIO 0416

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