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DECLARATION OF COVENANTS FOR
DRIVEWAY CONSTRUCTION, MAINTENANCE AND REPAIR

THIS DECLARATION, made this 28th day of February, 1990, by GEORGE S. REGESTER and CAROLYN G. REGESTER, hereinafter collectively referred to as "Declarant", Owners of Lot Eighteen (18), Lot Nineteen (19) and Lot Twenty (20) and BRYAN D. ORTMAN and SHARON J. ORTMAN (hereinafter "Ortman") owners of the land identified as BRYAN D. and SHARON J. ORTMAN H.D.C. 1196/112 all as depicted on the Final Plat known as "FINAL PLAT SECTION TWO SHARON ACRES ESTATES", to be recorded among the Land Records of Harford County.

REC FE 45.00

WHEREAS, pursuant to the Harford County Zoning Ordinance and Board of Appeals Case No. 3608, the Declarant and Ortman are required to create subdivision restrictions for the use and maintenance of a common drive to be applicable to those lots and property accessing the common drive; and

WHEREAS, a common drive is necessary in order to access Lot Eighteen (18), Lot Nineteen (19), Lot Twenty (20), and Land of Ortman in the subdivision known as "SECTION TWO SHARON ACRES ESTATES".

#448090 C002 R01 T14:08

NOW, THEREFORE, Declarant and Ortman hereby declare that Lot Eighteen (18), Lot Nineteen (19), Lot Twenty (20), and Land of Ortman as shown on the final plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are made for the purpose of protecting the value and desirability of the Lots and Land of Ortman and which shall be binding upon the above-described Lots and Land of Ortman and on all purchasers or owners hereafter having any right, title or interest in the Lots and Land of Ortman or any part thereof, and upon their heirs, successors and assigns and shall inure to the direct benefit of each Owner thereof.

07/13/90

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to Lot Eighteen (18), Lot Nineteen (19) and Lot Twenty (20) and Land of Ortman, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 2. "Lot" shall mean and refer to either of Lot Eighteen (18), Lot Nineteen (19) and Lot Twenty (20) and Land of Ortman, as shown on the Final Plat entitled "Section Two Sharon Acres Estates", to be recorded in the Land Records of Harford County.

Section 3. "Land of Ortman" shall mean and refer to Lands of Bryan D. and Sharon J. Ortman H.D.C. 1196/112 as shown on the Final Plat entitled "Section Two Sharon Acres Estates".

Section 4. "Declarant" shall mean and refer to George S. Register and Carolyn G. Register, their representatives and assigns.

Section 5. Ortman shall mean and refer to Bryan D. Ortman and Sharon J. Ortman, their personal representatives and assigns.

Section 6. "Common Drive" shall mean and refer to the fifty (50) foot right-of-way from Register Farm Road to Lot Eighteen (18), Lot Nineteen (19) and Lot Twenty (20) and Land of Ortman, as shown on the Plat entitled "Section Two Sharon Acres Estates".

Section 7. "Plat" shall mean and refer to the final plat entitled "Final Plat Section Two Sharon Acres Estates", to be recorded in the Land Records of Harford County, as aforesaid.

Section 8. "Driveway" shall mean and refer to the improved surface of approximately twelve feet in width to be constructed by the Declarant on the easement as defined in ARTICLE II, section 1(a) below, for the purpose of carrying all types of vehicular traffic to the above referred lots.

ARTICLE II

EASEMENT

Section 1. The Declarant, intending to provide for the use of the Common Drive for ingress and egress to and from each of the Lots to Register Farm Road, hereby reserves an EASEMENT and RIGHT-OF-WAY, for the purpose of ingress and egress and normal driveway purposes in the following:

(a) That strip of land being fifty (50) feet in width owned by the Declarant and Ortman as shown on the Final Plat known as "Section Two Sharon Acres Estate" beginning at a point on Register Farm Road as shown on the Final Plat and extending _____ feet as further shown on the Final Plat as the land area identified as "50' WIDE INGRESS and EGRESS EASEMENT for Lot Eighteen (18), Lot Nineteen (19) and Lot Twenty (20) and Land of Ortman".

Section 2. The easement reserved herein is for the benefit of the Owner of each of the Lots, their heirs, successors and assigns and shall be appurtenant to each of the Lots. The easements are reserved for use in common by the Owners of each of the Lots, their families, invitees, lessees, agents or contractors.

ARTICLE III

COVENANT FOR MAINTENANCE

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and Ortman, for Lot Eighteen (18), Lot Nineteen (19) and Lot Twenty (20) and Land of Ortman hereby covenants and each subsequent Owner of any Lot or Land of Ortman 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 the following: (1) any charges made in accordance with the procedures set forth below for maintenance or repair of the Driveway; (2) any approved annual assessments; and (3) any amounts due for damage to the Driveway in accordance with Section 10 of this Article. The approved charges, annual assessments and Section 10 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 2. Purpose of Charges and Assessments. The purpose of any charges or assessments shall be to maintain the Driveway in a good repair and in a condition suitable and safe for vehicular traffic. Each Lot Owner including the owner of Land of Ortman will each be responsible for a one-fourth (1/4) share of any charges or assessments. Charges or assessments may be used for the cost of any maintenance, repair or improvement of the Driveway, e.g. patching, drainage or snow removal.

Section 3. Meetings. The Owners shall meet once each year on the fourth Saturday in July to determine the need for any maintenance, repair or improvements to the Driveway. A special meeting may be called by any Owner and such meeting shall be held within thirty (30) days of the date notice of the meeting is given and shall be on a date and time convenient to all Owners.

Section 4. Quorum. Presence of all Owners or their designated representatives shall constitute a quorum at any meeting. A written record shall be made which shall list the place, time, date and attenders at every meeting, the subject matters discussed and the names of those voting for or against any proposal.

Section 5. Voting Rights. Each Lot owner 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 collectively determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 6. Approval of Proposals. Any Owner present at the meeting may propose that certain action should be taken to maintain or repair the Driveway. Any proposal for specific work must be approved by the unanimous approval of the Owners in attendance at the meeting. If the Owners are not able to reach an agreement, a registered professional engineer should be hired by the Owners to determine what work is required, the engineer's determination to be final and binding on the Owners. The cost of the engineer is to be divided equally between the Owners. Once approval is

given, the Owner making the proposal will obtain at least two estimates for the work requested. When the estimates are received, that Owner shall submit copies to the other Owners along with his written recommendation on the estimate he feels most appropriate. If the other Owners objects to his recommendation, such objecting Owner should send notification of his disapproval within fourteen (14) days from receipt of the proposal. If such objection is made, another meeting shall be scheduled for the purpose of determining which estimate is to be accepted. If no notification of disapproval is mailed, the Owner may direct the work to be completed in accordance with the approved proposal and recommended estimates.

Section 7. Payment for Authorized Work. When the authorized work has been completed and an invoice submitted to the Owner making the original proposal, that Owner shall then send copies of the invoice to the other Owners. Each Owner shall be responsible for one-fourth (1/4) of the total cost of the work performed. Payment shall be made to the Owner making the original proposal within thirty (30) days of receipt of a copy of the invoice. 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 an receipted invoice marked paid or other evidence of payment and mail copies to the other Owners.

Section 8. Work By Owner. If an Owner is willing and capable of performing any maintenance or repair work on the Driveway, he may obtain approval at a meeting. Upon submittal of receipts or other documentation, he shall be reimbursed by the other Owners for three-quarters (3/4) of the cost of the material so used.

Section 9. Annual Assessments. The Owners may establish an equal annual assessment on each Lot and Land of Ortman to provide for the purposes outlined in Section 2. 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 be paid within thirty (30) days of the annual due date so established. The responsible Owner shall make a yearly accounting of principal and interest in this account and payments made therefrom.

Section 10. Damage by Owner. If any damage to the Driveway is caused by the specific act of any Owner, his family, invitees, lessees, agents or contractors, the cost of repair of the damage shall be the exclusive personal liability of that Owner. If the Owner liable for the damage refuses to pay for the damage, the other Owners may notify him that he will have the repair work done and shall supply that Owner with an estimate of the cost of the repairs. If the offending Owner fails to respond thereto, the other Owners may have the work done and the offending Owner shall be liable for the entire amount of the cost of repair. If the offending Owner does not respond thereto, he shall have thirty (30) days to correct the problem at his own expense before the other Owners may proceed as aforesaid.

Section 11. Effect of Nonpayment: Remedies of Other Owners. Any charges for repair or maintenance or any annual assessment not paid under Section 10 shall bear interest from the due date at the rate of twelve percent (12%) per annum. The other Owners may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for

the charges or assessments provided for herein by non-use of the Common Drive or abandonment of his Lot.

Section 12. 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 sale or transfer of any Lot shall not affect the charge or any 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

CONSTRUCTION OF COMMON DRIVE

Section 1. Owner shall be responsible for the initial construction of the Driveway, which shall be constructed on the easement area as defined in Article II, Section 1(a) above prior to occupancy of the dwelling on each Lot.

Section 2. Length of Easement and Covenants. The easement and covenants of this Declaration shall run with and bind the land for a term of twenty years, automatically renewed for periods of ten years. Owners, by unanimous consent and with the written approval of Harford County, 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.

IN WITNESS WHEREOF, the Declarant and Ortman have hereunto set their hands and seals to this Declaration the day and year first above written.

WITNESS:

[Signature]

[Signature]
GEORGE S. REGESTER

Virginia Blotter

[Signature]
CAROLYN G. REGESTER

Melissa B. Occhiaro

[Signature]
BRYAN D. ORTMAN

[Signature]

[Signature]
SHARON J. ORTMAN

STATE OF MARYLAND, COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 28 day of February, 1990, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared George S. Regester known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be his act, and in my presence signed and sealed the same.

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

My Commission Expires: 4/90 [Signature]
Notary Public

STATE OF MARYLAND, COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 28 day of February, 1990, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared Carolyn G. Regester known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be her act, and in my presence signed and sealed the same.

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

My Commission Expires: 4/90 [Signature]
Notary Public

HARFORD COUNTY CIRCUIT COURT (Land Records) CH 1645 p. 0596 MSA, CE54, 1532. Date available 06/22/2005. Printed 10/16/2020.

STATE OF MARYLAND, COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 7 day of February, 1990, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared Bryan D. Ortman known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

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

Melissa B. Chickinere
Notary Public

My Commission Expires: 7/1/90

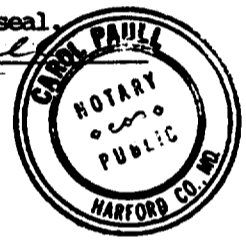
STATE OF MARYLAND, COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 8 day of February, 1990, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared Sharon J. Ortman known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be her act, and in my presence signed and sealed the same.

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

Carol Paul
Notary Public

My Commission Expires: July 1, 90



Return to:
Robert S. Lynch
Stark & Keenan, P.A.
30 Office Street
Bel Air, MD 21014

REC'D & RECORDED CGH
NO 1645 FOLIO 588
1990 JUL 13 PM 2:12
HARFORD CO.
CHARLES G. HIOB. III
CLERK

LIBER 1645 FOLIO 597

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1645, p. 0597, MSA_CE54_1532. Date available 06/22/2005. Printed 10/16/2020.