

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR USE AND
MAINTENANCE OF COMMON DRIVEWAY**

THIS DECLARATION, made this 2 day of December, 1999, by James R. Bierer and Neale R. Bierer, as Co-Personal Representatives of the Estate of James S. Bierer, Deceased, sometimes hereinafter called the "Declarant."

WITNESSETH

IMP FD SURF \$	2.00
RECORDING FEE	20.00
TOTAL	22.00
Rest HABS	Acct # 68963

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WHEREAS, Declarant is the owner of certain property situate and lying in the Fourth Election District of Harford County, Maryland, more specifically known as Lot 2 and Parcel A, as more particularly described on a plat entitled "Final Plat, Lots 1 & 2 and Parcel A & A, Land of Bierer," which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. No. 99, folio 90; and

CGH	PR	RIK # 713
Jan 12, 2000		09:13 am

WHEREAS, Declarant has determined that it is in the mutual best interest of the Land of Bierer and any future owners of Lot 2 and Parcel A to share the use of a common driveway to provide a joint means or ingress and egress to their respective properties and in furtherance of that objective this Declaration is executed; and

WHEREAS, the Declarant desires and intends to impose certain restrictions, covenants and conditions on Lot 2 and Parcel A, in order to provide for the continued use and maintenance of the common driveway to serve those properties.

NOW THEREFORE, WITNESSETH, that Declarant hereby declares that the lot and parcel set forth on the aforesaid plat shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the real property and be binding on all parties, their successors, personal representatives, heirs and assigns, having any right, title or interest in said Lot 2 and Parcel A.

ARTICLE I

Definitions

Section One: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to one or more of the Lots, including contract sellers, but excluding those having such an interest merely as security performance of an obligation.

Section Two: "Lot" and "Lots" shall mean and refer to any one of those plots of land designated as Lot 2 and Parcel A, as shown on the Plat.

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LIBER 3188 FOLIO 0123

Section Three: "Declarant" shall mean and refer to James R. Bierer and Neale R. Bierer, as Co-Personal Representatives of the Estate of James S. Bierer, Deceased, and the successors and assigns thereof.

Section Four: "Plat" shall mean and refer to the plat entitled "Final Plat, Lots 1 & 2 and Parcel A & B, Land of Bierer," and recorded among the Plat Records of Harford County in Plat Book C.G.H. No. ___, folio ___, or any amendments thereto as lawfully recorded among the Plat Records of Harford County, Maryland.

Section Five: "Driveway" shall mean and refer to the paved roadway previously constructed by the Declarant within the Common Drive area for the purpose of carrying vehicular traffic to and from Rutledge Road to the Lots.

Section Six: "Common Drive" shall mean and refer to that area as described in and shown on the Plat as "Common Drive" and illustrated by cross-hatch marks XXXXXXXXXX.

ARTICLE II

Easement and Restrictions

Section One: Grant of Easement. Declarant, intending to provide for the use of the driveway ingress and egress for each of the Lots to Rutledge Road, hereby reserves a non-exclusive Easement and Right of Way for the purpose of ingress and egress and normal driveway purposes within the Common Drive, and each present or subsequent Owner of the Lots hereby grants unto each other, present or subsequent Owner of the Lots the right to use all or any portion of any Driveway constructed within the Common Drive area for purposes of ingress and egress to the respective Lots without limitation.

Section Two: Use of Easement: The easements reserved herein are for the benefit of the Owner of each of the Lots, their heirs, personal representatives, 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, members of their households, their invitees, lessees, agents, and contractors. The Driveway to be constructed within the Common Drive area shall be the only direct access which the Owners of the Lots shall use for ingress and egress to their respective Lots, and no Owner of any Lot subject to this Declaration shall construct, use or maintain, or cause to be constructed, used or maintained, any Driveway or other means of access to the respective Lots other than the common Driveway subject of this Declaration.

Section Three: Debris: No one shall place anything in or allow anything to remain in the Driveway area which would interfere with the use of the Driveway for purposes of ingress and egress.

ARTICLE III

Covenants for Maintenance

Section One: Construction of Common Drive. The Driveway is to be constructed at the sole expense of the Declarant.

Section Two: Allocation and Liability for Expense. Declarant, as owner of the Lots, hereby covenants, and each subsequent Owner of the Lots, 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 costs of maintenance and repair of the Driveway as follows:

Lot 2	50%
Parcel A	50%

Such costs together with interest at twelve percent (12%) per annum on the unpaid balance from the due date until date of payment, court costs and reasonable attorney's fees of not less than fifteen percent (15%) of the unpaid charges, shall be the personal obligation of the person who was the Owner of such Lot at the time when the charge became due and shall also constitute a lien against the Lot. The lien herein created shall be enforceable by the Owner who has paid for the cost of the driveway maintenance in the same manner and subject to the same requirements as are specified by the law of the State of Maryland and the Maryland Rules of Procedure for the foreclosure of mortgages or deeds of trust containing an assent to a decree, which consent is hereby granted. Without limiting the remedies herein granted, the Owner who has paid the cost of Driveway maintenance and/or repairs shall also have the power to enforce the aforesaid lien in accordance with the terms of the Maryland Contract Lien Act, Annotated Code of Maryland, Real Property Article, Title 14, Subtitle 2, as amended from time to time.

Section Three: Permissive Charges. The purpose of any charges under this Article II shall be to maintain the Driveway in condition suitable and safe for vehicular traffic. Charges may be used for the cost of any maintenance, sealing, patching, drainage or snow removal.

Section Four: Resolution of Disputes. The Owners of the Lots shall attempt to agree upon the nature and the cost of repairs and maintenance to the Driveway. If the Owners of the Lots are unable or unwilling to agree, the Owner of any Lot shall have the right to maintain and repair the Driveway within the Common Drive area. Upon completion of the maintenance and repair work and payment therefor, the Owner who undertook to maintain and/or repair the Driveway shall submit a written invoice to the other Owners for money paid to others for labor and materials. (An Owner shall not be entitled to payment for his own labor). The Owner receiving the invoice shall pay his proportionate share of the reasonable costs incurred to maintain and repair the Driveway to the Owner who has paid for such work within thirty (30) days after receipt of the invoice. An Owner shall not be entitled to collect more than Five Hundred Dollars (\$500.00) from the other Owners for all maintenance and repair work performed in any one calendar year unless the Owners of the other

Lots have agreed to pay more than Five Hundred Dollars (\$500.00) or the Owners of the other Lots are obligated to pay for the repairs pursuant to Article III, Section Five.

Section Five: Damage by Owner. If any damage to the Driveway is caused by the specific act of any Owner or Owner's family, invitee, lessee, agent, contractor or subcontractor, the cost of the repair shall be the exclusive liability of the Owner. Such liability includes, but is not limited to, any damage caused by heavy trucks using the Driveway during the construction on any Lot. If the Owner liable for the damage refuses to pay the damage, the other Owners may notify him that they will have the repair work done and shall supply the offending Owner with two estimates of the cost of repairs. The offending Owner shall, within fifteen (15) days of receipt of the estimates, respond to the other Owners by selecting one estimate and notifying the other Owners of his selection. 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 the repair, which amount shall not be subject to the Five Hundred Dollar (\$500.00) limitation set forth in Article III, Section Four hereof.

ARTICLE IV

General Provisions

Section One: 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.

Section Two: Waiver. 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.

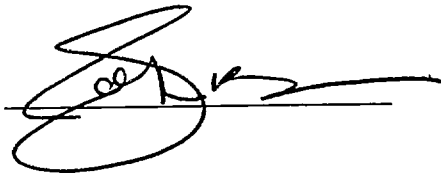
Section Three: Severability. Invalidity of any one of these covenants or restrictions by Court Order shall not affect any other provision which shall remain in full force and effect.

Section Four: Termination and Amendment. The Owners, by unanimous consent of all Owners of the Lots, may terminate or amend any or all of the above provisions. Any amendment or termination must be affected by a written instrument executed and acknowledged by all Owners and recorded among the Land Records of Harford County and with the written approval of the County may agree to discontinue or amend any or all of the above provisions.

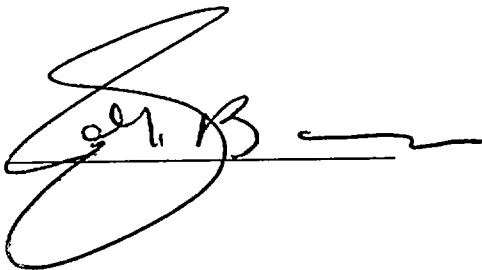
Section Five: Binding Effect. This Agreement shall run with the land and be binding upon all Owners. All Owners, by the acceptance of a deed to a Lot, shall be bound to adhere to the terms of this Declaration, whether or not expressly stated in the said deed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein have hereunto set their hands and seals the day and year first above written.

WITNESS:



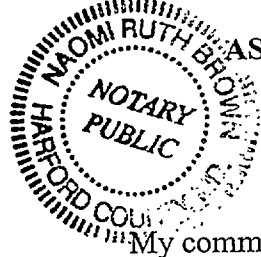
James R. Bierer (SEAL)
James R. Bierer
Co-Personal Representative
of the Estate of
James S. Bierer, Deceased



Neale R. Bierer (SEAL)
Neale R. Bierer
Co-Personal Representative
of the Estate of
James S. Bierer, Deceased

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this 2 day of December, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **James R. Bierer, as Co-Personal Representative of the Estate of James S. Bierer, Deceased**, known to me (or satisfactorily proven) to be the herein named Declarant, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions for the Use and Maintenance of a Common Driveway to be his act and that the same was executed for the purposes therein contained.



AS WITNESS my hand and Notarial Seal.

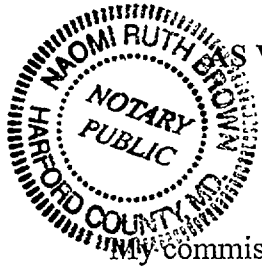
Naomi Ruth Brown
Notary Public

My commission expires: 9/01/01

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this 2 day of December, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Neale R. Bierer, as Co-Personal Representative of the Estate of James S. Bierer, Deceased**, known to me (or satisfactorily proven) to be the herein named Declarant, and he acknowledged the foregoing

Declaration of Covenants, Conditions and Restrictions for the Use and Maintenance of a Common Driveway to be his act and that the same was executed for the purposes therein contained.



WITNESS my hand and Notarial Seal.

Naomi Ruth Brown
Notary Public

My commission expires: 9/01/01

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned Maryland attorney.

Albert J.A. Young
Albert J.A. Young

CNA
P.O. Box 441
Bel Air MD 21014
410-879-7200