

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SANDRIDGE

THIS DECLARATION, made this 22 day of December, 1989, by REIR, INC., a body corporate of the State of Maryland (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all that certain property situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING all those lots or parcels of land shown on the plat entitled "SANDRIDGE," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 115, Pages 17 and 18, as modified by an Administrative Lot Line Change plat recorded in Plat Book 122, Page 20.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, 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 all parties having any right, title or interest in the described property or any part thereof, their personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

#111140 0055 RG

Section 1. "Association" shall mean and refer to Sandridge Homeowner's Association, Inc., a non-stock corporation of the State of Maryland, its successors and assigns.

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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the property, including

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned or to be owned by the Association, including all recreation areas, as shown on the Plat of Sandridge, for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Properties with the exception of the Common Area, and to any and every plot of ground resulting from resubdivision or further subdivision thereto.

Section 6. "Declarant" shall mean and refer to REIR, INC., a body corporate of the State of Maryland, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II Property Rights

Section 1. Owners' Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against an owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.
- (d) The right of the Association to limit the number of guests of members.
- (e) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

(f) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right the Declarant hereby reserves; provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale of all the residential lots within the aforesaid real property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members of their use and enjoyment of the Common Area or facilities thereon.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers, who reside on the property.

Section 3. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his lot.

### ARTICLE III Membership and Voting Rights

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting memberships:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. Class B members shall be the Declarant and shall be entitled to one (1) vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) Five (5) years from the date of recordation of this Declaration.

ARTICLE IV  
Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Annual and Special Assessments. The assessments levied by the Association shall be for the exclusive purpose of promoting the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Area or portions thereof which said Owners are entitled to use and enjoy as herein set forth.

(a) Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Fifty (\$50.00) Dollars per Lot, provided, however, that for each unimproved Lot owned by the Declarant there shall be no assessment until such Lot has had an improvement completed thereon.

(i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(ii) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by the vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum, but the minimum annual assessment shall not be less than Twenty Five (\$25.00) Dollars.

(b) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote of

two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 3. Notice and quorum for any action authorized under Section 2. Any action authorized under Section 2 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Uniform Rate of Assessment. Except as provided to the contrary in Section 2 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area; provided, however, that Declarant shall have the right to defer commencement of the assessment for a period not to exceed six (6) months by its assumption of all of the obligations of the Association hereunder during such period and payment of all of the costs thereof. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**ARTICLE V**  
**Remedies of the Association for**  
**Non-Payment of Assessments**

Section 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney's fees, together with costs of the action. Each

Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States Mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Recorder in which the Properties are located; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Maryland, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file on record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing and filing or recording such release.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VI**  
**Architectural Control**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change (including change of external paint, paneling and the like), or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Article shall not apply to the Declarant.

**ARTICLE VII**  
**Use Restrictions**

In addition to all other covenants contained herein, the use of the Properties and each Lot therein is subject to the following:

Section 1. None of the Lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single family dwelling or townhouse dwelling. The construction of a house on "speculation" for sale to the public shall be considered a residential purpose.

Section 2. No part of the property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant, its successors or assigns, may use the Property for a model homesite and display and sales office during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except one sign for each building site of not more than 18" x 24" advertising the property for sale or rent, or except signs used by the Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage or carport.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lots subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which results in any annoyance or are obnoxious to residents in the vicinity.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Control Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant or any other residential builder of building materials during, and for use in, the construction of the improvements on the Properties.

Section 9. No radio or television receiving or transmitting antennae or external apparatus exceeding ten feet (10') in height above the highest point of the dwelling shall be installed on any Lot. No freestanding antennae, tower, or the like shall be permitted on any Lot.

Section 10. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association in the case of Common Area, served by said installation shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in subparagraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right

shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 11. Easements over the Common Area for the installation and maintenance of electric, telephone, cable television, water, gas drainage and sanitary sewer lines and facilities and the like, are hereby reserved by Declarant, until such time as Declarant has conveyed the Common Area to the Association, together with the right to grant and transfer the same. Declarant also reserves the right to enter on the Lots for the purpose of completing improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

Section 12. All Owners and occupants shall abide by the By-Laws and any rules and regulations adopted by the Association.

#### ARTICLE VIII

#### Duties and Powers of the Association

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the Common Areas.

(c) Have the authority to obtain, for the benefit of the Common Areas, all water, gas, sewer and electric service and refuse collection, and to pay for such services.

(d) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas and the Lots.

(e) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the

Association to terminate the same at the first annual meeting of the members of the Association.

(f) Contract for and pay fire, casualty, liability and other insurance insuring the Association, Board of Directors and Owners with respect to the Common Areas.

(g) Contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas and to employ personnel necessary for the operation of the project, including legal and accounting services, and including, without limitation, trash collection and snow removal.

(h) Delegate its powers to its committees, officers and employees.

(i) At the request of the public body authorized to accept such, dedicate those portions of the Common Areas which are used for vehicular ingress and egress as public streets.

#### ARTICLE IX Exterior Maintenance

Each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as a Maintenance Assessment levied in accordance with Article IV hereof.

#### ARTICLE X General Provisions

Section 1. Enforcement. The Association, or 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 the Association or 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded. In addition, the Class B members shall have the right without the consent of Class A members to amend this Declaration at any time to meet the requirements of the Federal, State or local governmental agencies having jurisdiction over the design, construction and financing of the subdivision.

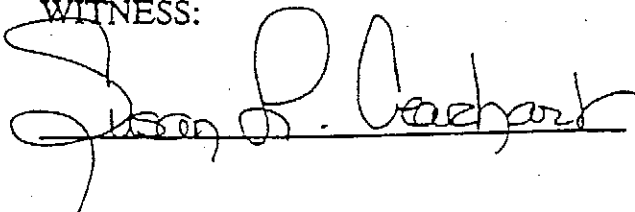
Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties.

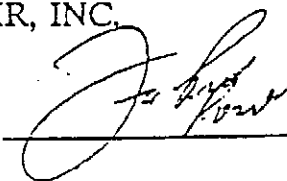
Section 6. Encroachment Easement. Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachment over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instruction this 22<sup>nd</sup> day of December, 1989.

WITNESS:



REIR, INC.

By: 

(SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of December, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred Pritt, President of REIR, Inc., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and he did acknowledge the foregoing to be the act of said corporation.

AS WITNESS my hand and Notarial Seal.

*K. O'Leary*  
NOTARY PUBLIC

My Commission Expires:

R:fp7043.dcc

Mail to

ANCHOR TITLE COMPANY  
10715 Charter Drive  
Suite 100  
Columbia, MD 21044

THIS DEED, made this 21st day of December, 1989, by REIR, INC., a body corporate of the State of Maryland, hereinafter referred to as "Grantor," and CENTRAL MARYLAND UTILITIES, INC., a body corporate of the State of Maryland, hereinafter referred to as "Grantee."

WITNESSETH, That for and in consideration of the sum of five (\$5.00) dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns, in fee simple, all those lots or parcels of land, situate and lying in Anne Arundel County, State of Maryland, and described as:

BEING KNOWN AND DESIGNATED as Lot Nos. 1 through 51, inclusive, Lot Nos. 52R, 53R, 54R, 55R, 56R, 57R, 58R and 59R, and Lot Nos. 60 through 106, inclusive, as shown on a plat entitled "Sandridge," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 115, Pages 17 and 18; as modified by an Administrative Lot Line Change plat recorded in Plat Book 122, Page 20.

BEING the same lots of ground which by deed dated February 23, 1989 and recorded in the Land Records of Anne Arundel County in Liber 4798, folio 683, were granted and conveyed by Henry J. Knott, Jr. unto the Grantor herein.

WITH the improvements thereon and all the rights and appurtenances thereto belonging or in anywise thereto appertaining.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, in fee simple.

AND the said Grantor covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of the same as may be requisite.

RECORDED FEE

WITNESS the hand and seal of the Grantor the day and year first above written.

WITNESS:

REIR, INC.

RECORDED COST \$0

Susan Salo Ruck

By: Susan P. Gearhart (SEAL)  
Susan Gearhart, Vice Pres.

4-678-90063750 thru 3810  
ACCT 4-678-90063706 thru 3810  
ALL LIENS ARE PAID AS  
OF 12/29/89 A.A. COUNTY  
CONTROLLER BY [Signature]

1200

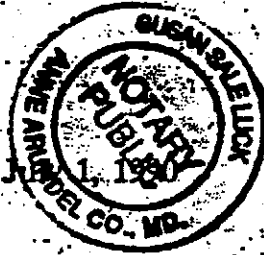
RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Anne Arundel County

1  
DATE 12/29/89  
BY CMH/Htk  
No tag necessary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of December, 1989, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Susan Gearhardt, Vice-President of REIR, INC. and she acknowledged the foregoing deed to be its corporate act. At the same time she made oath in due form of law that no consideration was paid for the within conveyance.

WITNESS my hand and Notarial Seal:



*Susan Sale Luck*  
NOTARY PUBLIC

My Commission Expires: Jan 1, 1990

R:fp7048.dee

Mail to

ANCHOR TITLE COMPANY  
10715 Chesapeake  
Suite 101  
Columbia, MD 21044

NO CONSIDERATION  
NO TITLE EXAMINATION

LIBER 4998 PAGE 524

THIS DEED AND AGREEMENT, made this 21<sup>st</sup> day of December, 1989, by and between CENTRAL MARYLAND UTILITIES, INC., a body corporate of the State of Maryland, whose post office address is 2 Evergreen Road, Severna Park, Maryland 21146, hereinafter referred to as "Grantor", and REIR, INC., a body corporate of the State of Maryland, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the <sup>REIR</sup> Developer by Deed executed and recorded prior hereto conveyed to the <sup>CEN MD UTILITIES</sup> Grantor herein all of those lots described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, it is the intention of the Grantor to provide for the Developer the above-described lots with sewer pipes in the streets, sewer connections from sewer pipes in the street to each individual lot line, sewer transmission lines to the sewer treatment area, and necessary treatment facilities to be installed by the Grantor or his agents, and maintained by the Grantor or its agents until such time as Anne Arundel County (the "County") agrees to accept responsibility for same; all of such pipes, connections and transmission lines being hereinafter referred to collectively as the "Sewer Facilities"; and

WHEREAS, the Developer and Grantor have covenanted and agreed to establish charges upon the aforesaid lots whereby the costs of the construction and installation paid by the Grantor of the Sewer Facilities located within the boundaries of the Plat entitled "Sandridge", is to be paid by the owner or owners of the said lots, their respective personal representatives, successors and assigns, in annual installments over a period of thirty three

ACCT. 7-678-90063750 thru 3763  
7-678-90063764 thru 3810  
ALL LIENS ARE PAID AS  
OF 12/29/89 A.A. COUNTY  
CONTROLLER BY [Signature]

3600  
P

1

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Anne Arundel County

KENNETH H. TSCHANER

12/29/89  
BY CM DATE 12/29/89

X



36-1

12/29

12/29

(33) years, beginning the 1st day of January, 1990, and ending the 31st day of December, 2022; such payments are to be known as "Sewer Facilities Charges"; and

WHEREAS, the maintenance after construction of said pipes and connections, insofar as they are located within the streets and are not located within an individual lot, is to be the responsibility of the Grantor and its agents until such time as an agreement may be reached between the Grantor and the County for the County to assume the responsibility for the same; and

WHEREAS, in order to make the covenant and agreement to pay the Sewer Facilities Charges, a covenant and agreement running with the land and binding upon the parties hereto and each of their respective personal representatives, successors and assigns, the parties to this Agreement have agreed to enter into this Deed and Agreement whereby the Grantor, having previously received the aforesaid lots from the Developer, will convey the same lots to the Developer charged with the covenants and agreements hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of Five Dollars (\$5.00) in hand paid by each of the parties to the other, the receipt whereof is hereby acknowledged, and the performance of the covenants, agreements, conditions and charges hereinafter set forth, Grantor and Developer do hereby grant, covenant and agree as follows:

FIRST: The Grantor does hereby grant and convey unto Developer, in fee simple, subject to the covenants, agreements, conditions and charges hereinafter set out, all those lots of ground situate and lying in Anne Arundel County, State of Maryland, described on Exhibit "A" attached hereto and made a part hereof.

**TOGETHER** with the buildings and improvements thereupon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the above granted property unto the Developer, its successors and assigns, forever in fee simple, subject, however, to the following covenants, agreements, conditions and charges which it is hereby covenanted and agreed shall be binding upon the Developer, its successors and assigns, and upon the Grantor, its successors and assigns, and upon all the land included as aforesaid.

**SECOND:** Each of the aforesaid lots shall be subject to this Deed and Agreement and the annual Sewer Facilities Charges, representing annual charges for the construction and installation of sewer pipes in the streets, sewer connections from the sewer pipes in the street to each individual lot line, sewer transmission lines to the sewer treatment area and any other treatment facility to be used in connection therewith, which Sewer Facilities Charges shall constitute a lien or encumbrance on the land with respect to which said charge is made.

**THIRD:** By acceptance of title to any of the land included in the aforesaid tract, the owner, from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to Grantor, its successors and assigns, all charges provided for in this Deed and Agreement, due and unpaid at the time the lot owner acquires title, and all charges thereafter falling due as long as said lot owner shall hold title of record, without the right in any event to reimbursement from the Developer or Grantor for charges which the lot owner may pay in advance. A certificate in writing signed by a representative of Grantor, its successors or assigns, will be given on demand to any lot owner liable for said charges, setting forth the status of such charges with respect to the lot in question and in reference

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to which an inquiry is made, and such certificate in favor of any one relying thereon to his damage shall be binding on Grantor, its successors and assigns.

**FOURTH:** The Sewer Facilities Charges shall commence on January 1, 1990 and continue for a period of thirty three (33) years on an annual basis, and will terminate, except as to those charges unpaid, on December 31, 2022. All such annual charges shall be due and payable in advance on the 1st day of January, 1990, for the first year, and on the same day of each and every year thereafter, until paid in full.

**FIFTH:** The annual Sewer Facilities Charges payable by the owner of each lot shall be Two Hundred Dollars (\$200.00), and each of the lots subject to this Deed and Agreement shall be liable for the annual charge.

**SIXTH:** All Sewer Facilities Charges payable in accordance with this Deed and Agreement shall be payable to Grantor, its successors and assigns, in accordance with billings issued from time to time by Grantor, its successors and assigns. Failure to receive a front foot assessment bill does not relieve an owner of his/her/its liability to pay front foot assessments or interest.

**SEVENTH:** If any such charges remain unpaid for sixty (60) days after becoming due, there shall be a delinquent charge of one-half (1/2) of one percent (1%) per month beginning sixty (60) days after the due date. Grantor may collect the delinquent charges by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. Grantor may sue, or file a bill in equity to enforce such charges, against the owner of record at the time such suit is filed or the owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property.

**EIGHTH:** No sale, lease, mortgage, disposition or transfer of the aforesaid lots shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions and charges herein contained shall run with and bind the land, each and all of the above mentioned lots and premises and every part thereof, the Developer, its successors and assigns, and the present and future owners of each of the lots and each of their respective personal representatives, executors, administrators, heirs, successors and assigns.

**NINTH:** The Grantor shall have the right to assign, pledge or in any other fashion encumber to any party, its right to any of the charges set forth herein.

**AND** the Grantor hereby covenants that it has not done nor suffered to be done any act, matter or thing, other than as herein provided, to encumber the property hereby granted, and that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of said land as may be requisite.

**WITNESS** the corporate seal of the Developer and the signature of its President.

**WITNESS** the corporate seal of the Grantor and the signature of its Vice President.

**WITNESS:**

Juan P. Beardsport

**REIR, INC.**

By: Fred Pritt (Seal)  
Fred Pritt, Pres.

**CENTRAL MARYLAND UTILITIES, INC.**

Juan P. Beardsport

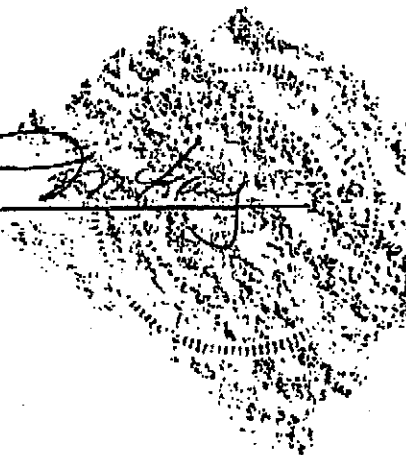
By: Fred Pritt (Seal)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of December 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Fred Pritt, who acknowledged himself to be the President of REIR, INC., a Maryland Corporation, and that he as such officer, being authorized so to do, executed the within Deed and Agreement for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such officer. He also made oath in due form of law that no consideration has been or is to be paid for this conveyance.

WITNESS my hand and Notarial Seal.

*Deana M. Pritt*  
Notary Public



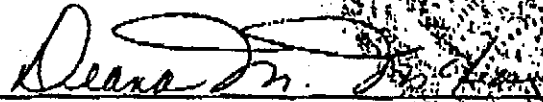
My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of December 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Fred Pritt, who acknowledged himself to be the President of Central Maryland Utilities, Inc., a Maryland Corporation, and that he as such officer, being authorized so to do, executed the within Deed and Agreement for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

LIBERTY 1998 530



Notary Public

My Commission Expires: 7/1/90

r:fp7048.scw  
(12/21/89)

EXHIBIT A

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BEING KNOWN AND DESIGNATED as Lot Nos. 1 through 51, inclusive, Lot Nos. 52R, 53R, 54R, 55R, 56R, 57R, 58R and 59R, and Lot Nos. 60 through 106, inclusive, as shown on a plat entitled "Sandridge," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 115, Pages 17 and 18; as modified by an Administrative Lot Line Change plat recorded in Plat Book 122, Page 20..

COMPANY  
100  
MD 21044