

Plat: "Final Record Plat, Lands of E & N, LLC"
Plat Book J.J.R. No. 130 folio 75

TOT PD SINE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
REF # 5 REC # 33800
JUR KC Bk # 639
Nov 20, 2008 09:13 am

TITLE SEARCH NEITHER REQUESTED NOR PERFORMED

COMMON DRIVEWAY EASEMENT

THIS COMMON DRIVEWAY EASEMENT is made this 16th day of September, 2008, by E & N, LLC, a Maryland limited liability company ("Grantor").

WHEREAS, the Grantor has subdivided certain lots as shown on that subdivision plat entitled "Final Record Plat, Lands of E & N, LLC", said plat being recorded among the Land Records of Harford County in Plat Book J.J.R. No. 130 folio 75; and

WHEREAS, ingress and egress to Lots 1 and 2 as shown on said Plat (hereinafter "Property"), shall be by way of common drive easement running in a southerly direction off Pulaski Highway (hereinafter referred to as the "Common Drive"); and

WHEREAS, the Grantor has imposed certain restrictions, covenants and conditions on the maintenance of the Common Drive.

NOW, THEREFORE, WITNESSETH, the Grantor does hereby declare that Lots 1 and 2 as shown on the aforesaid plat be held, sold and conveyed subject to conditions which are for the purpose of protecting the value and desirability of the Property and which shall run with the Property and be binding on all parties having any right, title or interest in the aforesaid Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each thereof.

ARTICLE I
Easement

Section 1. The Grantor, intending to provide for the use of the Common Drive for ingress and egress and normal driveway purposes for each of Lots 1 and 2 as mentioned on the aforesaid subdivision plat, hereby reserves an easement and right-of-way in the following:

That strip of land running in a southerly direction from Pulaski Highway, and as shown as a dark shaded area and described as "24' Wide Common Drive Easement, 5,806 S.F. or 0.133 Ac. +/-" on that plat entitled "Final Record Plat, Lands of E & N, LLC", and recorded among the Land Records of Harford County in Plat Book J.J.R. No. 130, folio 75.

Section 2. The easement reserved herein is for the benefit of the owners of each of Lots 1 and 2, their heirs, personal representatives, successors and/or assigns, and shall be appurtenant to each of the lots. The easements are reserved for use in common by the owners of the lots, their successors, assigns, invitees, lessees, agents or contractors.

ARTICLE II Covenant of Maintenance

Section 1. Creation of Lien The Grantor, for each lot owned, hereby covenants and each subsequent owner of any of the aforesaid lots by acceptance of a deed therefore, whether not it shall be so expressed in such deed, is deemed to covenant and agree to pay and perform the following:

- (1) any charges made in accordance with the procedures below for maintenance or repair of the Common Drive; and
- (2) any approved annual assessments; and
- (3) any amounts due for damage to the Common Drive.

The approved charges, annual assessments and any other costs or charges, together with interest at ten percent (10%) per annum from the due date, costs and reasonable attorney's fees of not less than fifteen percent (15%) of the total amount due, 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 as provided herein shall also be the personal obligation of the person who was the owner of the such property at the time when the charge or annual assessment came due.

Section 2. Percentage of Interest. The owners of Lot No. 1 and 2 shall each have a fifty percent (50%) interest in the Common Drive easement, as well as a fifty percent (50%) obligation for all charges or assessments.

Section 3. Purpose of Charges and Assessments The purpose of any charges or assessments shall be to maintain the Common Drive in a condition suitable and safe for the vehicular traffic. Each lot owner will be responsible for his/her/their respective percentage share as outlined in Section 2 hereof for any charges or assessments. Charges or assessments may be used for the cost of any maintenance, repair or improvement of the Common Drive, including without limitation, paving and re-paving, sealing, patching, drainage or snow removal.

Section 4. Meetings The owners shall meet once a year during the month of March to determine the need for any maintenance, repair or improvements to the Common Drive. Special meetings may be called by a majority of owners to be held within thirty (30) days of the date notice is given to the owners of the lots.

Section 5. Quorum The presence of all owners or their representatives shall constitute a quorum. A written record shall be kept listing the item, place, date and attendance of every meeting and the names of those voting for or against any proposal.

Section 6. 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, there shall still only be one vote allowed per lot.

Section 7. Approval of Proposals Any owner present at the meeting may propose that certain actions be taken to maintain or repair the Common Drive. Any proposal for specific work must be approved by the vote of the owners of the two (2) lots. If approval is given, the owner who made the proposal will obtain at least three (3) written proposals to do the work approved at the meeting. When the proposals are received, the owner receiving the proposals shall submit copies to the other owners in addition to his written recommendation on which proposal he feels should be accepted. If another owner objects to the acceptance of the recommended proposal, the objecting owner shall send written notification and as well will verbally give notification of his/her disapproval to all other owners within five (5) days. Another meeting shall be called regarding any disapproval within thirty (30) days. If no agreement can be reached at the subsequent meeting, the least expensive proposal will be accepted. If no notification of disapproval is received as specified above, the owner who mailed out the proposals may engage the contractor to complete the work in accordance with the recommended proposal.

Section 8. Payment for Authorized Work When the authorized work has been contracted for and a bill has been received from the contractor, the owner receiving the bill shall send copies of the bill to each of the other owners. The owner(s) of each lot shall be responsible for his/her/their percentage share, as outlined in Section 2 hereof, of the total costs of the bill. Payment should be made to the owner who mailed the bill within fifteen (15) days of receipt of a copy of the bill, and he shall promptly pay the contractor upon satisfactory completion and acceptance of the work. If an annual assessment has been established, the owner responsible for the assessment account shall immediately pay from the funds collected any such bill. If the funds in account are not sufficient to pay the bill, the person responsible for the account shall immediately notify all other owners and each owner shall have fifteen (15) days from the notice to remit their respective share of the deficiency. Said payment shall be delivered to the owner responsible for the bank account. Copy of paid invoice shall be sent to all owners.

Section 9. Work by Owners If an owner is willing and able to perform any of the maintenance or repair work on the Common Drive, he may seek approval of his doing so at a meeting. Upon submittal of receipts for materials purchased to do authorized work, he shall be reimbursed for the cost of materials by the other owners, in their respective percentage shares as outlined in Section 2 hereof.

Section 10. Disagreement or Non-Action If the owners cannot agree on proposed

maintenance or repair of the Common Drive or if all owners refuse to attend a meeting to discuss the proposed action for a period of more than three (3) months, one owner may submit to the other owners a written approval outlining specific repairs and maintenance work which is necessary. The other owners agree that they will not unreasonably withhold their approval of any proposal suggested in this matter. If approval is unreasonably withheld, the owner may authorize the needed repair or maintenance and the other owners will be liable for the pro-rate shares.

Section 11. 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 equal annual assessment on each lot to provide for the purposes outlined herein. 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 to the owner responsible for the bank account. Said owner shall make a yearly accounting of principal and interest in the account.

Section 12. Damages by Owner If any damage to the Common Drive is caused by the specific act of any owner or his family, invitee, lessee, agent contractor or subcontractor, the costs of repair shall be the exclusive personal liability of that owner. Said damage shall be corrected within fifteen (15) days from the damage. 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 30 days to correct the problem before the other owners may proceed.

Section 13. Effect of Non-Payment Any charges for repair or maintenance or any annual assessment not paid within thirty (30) days after due or any amounts unpaid shall bear interest from the due date at the rate of twelve percent (12%) per annum. The other owner may bring an action at law against the owners 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.

ARTICLE III General Provisions

Section 1. Enforcement Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens or charges now or hereafter imposed by the provisions of this Agreement. 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 2. Severability Invalidation of any one of these covenants or restrictions by judgment or court order in no wise affect any other provision which shall remain in full force and

effect.

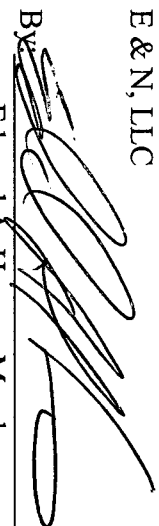
Section 3. Length of Easement The easements, covenants and restrictions of this Agreement shall run with and bind the land for a term of thirty (30) years and shall be automatically renewed for periods of thirty (30) years. The Owners, by unanimous consent and with the written approval of the County, 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 to be effective.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 16th day of September, 2008.

WITNESS:

GRANTOR:
E & N, LLC



By:  (SEAL)
Edward A. Humes, Member



By:  (SEAL)
Niaz Mian, Member

STATE OF MARYLAND, COUNTY OF Cecil ss:

I hereby certify that on this 16 day of Sept, 2008, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Edward A. Humes, Member of E & N, LLC, and as such Member being duly authorized to execute the foregoing instrument for the purposes therein contained.

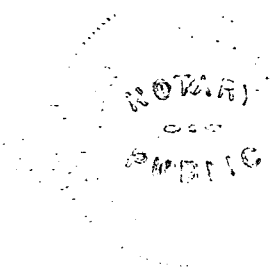
AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 30, 2011


Notary Public

MARY JO CHANEY
NOTARY PUBLIC
CECIL COUNTY
MARYLAND

My Commission Expires July 30, 2011



STATE OF MARYLAND, COUNTY OF Harford SS:

I hereby certify that on this 16 day of Sept, 2008, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Niaz Mian, Member of B & N, LLC, and as such Member being duly authorized to execute the foregoing instrument for the purposes therein contained.

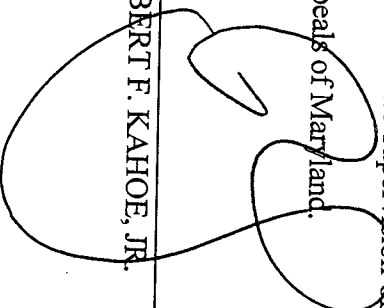
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3/1/11

Kimberly R. Turso-Baum
NOTARY PUBLIC
Harford County, Maryland
My Commission Expires 3/1/2011


Kimberly R. Turso-Baum
Notary Public

This is to certify that this instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



ROBERT F. KAHOE, JR.

After recording return to:

CNA
215 BYNUM RD
FOREST HILL, MD 21050
410-878-7200