

ROAD MAINTENANCE COVENANT

THIS ROAD MAINTENANCE COVENANT, made this _____ day of _____, 19____, by _____ (hereinafter referred to as "Owner".)

WHEREAS, the Owner is the developer of the subdivision called and known as _____ located in the _____ Election District of St. Mary's County, Maryland, and described on a plat of subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber _____, Folio _____.

WHEREAS, the Owner intends to sell and convey various lots within _____ Subdivision for residential purposes.

WHEREAS, each of the purchasers of lots in _____ Subdivision which access the _____ foot right-of-way called and known as _____, as shown on said plat of subdivision share a common right of ingress and egress over said right-of-way, to their respective properties.

WHEREAS, the purpose and intent of this Covenant is to provide for the repair and maintenance of said right-of-way.

NOW, THEREFORE, in consideration of the sum of One Dollars (\$1 .00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby imposes the following covenants upon lots _____ within _____ Subdivision which adjoin access right-of-way.

1. Each of said lot owners in _____ Subdivision shall annually contribute to a road maintenance fund an amount equal to _____% of the total cost for the repair and maintenance of said right-of-way. The fund shall be established with an initial contribution of \$ _____ for each lot in the subdivision at the time each of said lots is conveyed by the Owner herein. Annual contributions shall be due on the _____ day of _____ of each year thereafter.
2. The road maintenance fund shall be collected and managed by an association of lot owners, each subdivision lot having one (1) vote in the affairs of the association. The lot owners agree to form the association on or before _____, 19____, and any actions taken by the association shall be by majority vote of the total vote in the association, including the adoption of by-laws and the election of officers. The association president shall give at least _____ days prior written notice to each lot owner of the date, time and location of the association's meetings.
3. The association president shall be responsible for carrying on the business of the association and shall be authorized to negotiate checks on its behalf and initiate legal actions of behalf of the association for the collection of amounts due to the road maintenance fund.
4. Upon any default in the payment of the annual contribution to the road maintenance fund, any one or more of the lot owners, or the association formed for the collection and management of the road maintenance fund, shall have the right to take legal action in order to collect any amounts due from a defaulting lot owner. To this end, each lot owner shall pay such amounts so assessed for the repair and maintenance of said right-of-way, and to pay to any other lot owner or the association reasonable attorney's fees and court costs for any suit successfully brought against them for the collection of such monies.
5. This Agreement shall be binding on and benefit the parties hereto and their personal representatives heirs and assigns, including any subsequent owners of the aforesaid lots in _____ Subdivision, and shall run with and bind such lots.

ROAD MAINTENANCE COVENANT

WITNESS the hands and seals of the Owners on the date first written above.

WITNESS:

_____ (Seal)
Owner

_____ (Seal)
Owner

STATE OF MARYLAND, St. Mary's County, to wit;

I, Hereby Certify, that on this _____ day of _____, 19____, before the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, and acknowledged the foregoing Road Maintenance Covenant to be his/her/their act and deed.

WITNESS my hand and notarial seal.

Notary Public
My Commission Expires: