

DECLARATION OF COMMON ENTRANCE AND MAINTENANCE EASEMENT FOR BALI BOUND SUBDIVISION

This declaration is made this 11th day of JUNE, 2012, by Mark E. Imirie, of Frederick County, Maryland, hereinafter referred to as "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of certain property located on Kelbaugh Road, Thurmont, MD, Election District No. 5, Frederick County, Maryland, and being more particularly described in a Deed dated July 14, 2009, and recorded among the Land Records of Frederick County in Liber 7493, Folio 205; and

Whereas part of said property consists of two (2) building lots, hereafter referred to as "Lot 1", and "Lot 2", and the Plats to said building lots are recorded under the subdivision name of "BALI BOUND"; and

Whereas, on the said property there is an existing concrete apron, referred to hereinafter as the Common Entrance, which provides a means of ingress and egress to the rear portion of the aforesaid property from Kelbaugh Road, being more particularly described and recorded in the Plat records of Frederick County, Maryland in Liber 88, Folio 168, and seen on attached Exhibit A; and

Whereas, Declarant wishes to provide for the use and maintenance of the Common Entrance by the owners of the 2 lots inclusive, for the benefit of ingress and egress by all lot owners to Kelbaugh Road, from the BALI BOUND subdivision.

NOW, THEREFORE, Declarant hereby declares that the 2 building lots inclusive shall be held, sold, and conveyed subject to the use and maintenance agreement of the Common Entrance.

Use And Maintenance Of Common Entrance:

1. Each owner of a building lot in the subdivision of BALI BOUND shall use the Common Entrance as a means of ingress and egress from the subdivision unto Kelbaugh Road.
2. The Common Entrance shall be used up to a distance of 25 feet including the concrete apron from the entrance of the subdivision, width not to exceed 40 feet in accordance with the Common Entrance easement as shown on the above referenced Plat 88/168, and each owner of a lot in the subdivision shall use so much of said portion of the Common Entrance as is necessary to reach their individual lanes to their lots.

The above recitals are incorporated in and made a part of this Declaration as if each had been fully set forth herein.

NO TAX PAYMENT REQUIRED
 Treasurer of
 Frederick County Maryland
 PER *[Signature]*
 Date 6/18/12

IM PD 8943
 40.00
 20.00
 60.00
 Kurt + 1550
 Vik + 1931
 8743 am

That all of the property described above shall be held, sold and conveyed subject to the following easement 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, including each of their respective heirs, personal representatives, successors or assigns.

Each lot owner shall be solely responsible for the construction and maintenance of that lot owner's private driveway.

Said Common Entrance shall be used in common by the record owners of the aforesaid respective lots, their guests and invitees for the ingress and egress by vehicular and pedestrian traffic but not for parking or any other use that would impair the rights of others or obstruct passage thereon.

Each lot owner, and their successors, shall share in the costs of repair, maintenance, improvement, and/or replacement of any portion of the 25 foot wide x 40 foot deep Common Entrance, including shoulders and drainpipes, in the following percentages:

- | | |
|--|--------|
| (1) Lot containing 4.4196 acres (known as "Lot 1") | 50.00% |
| (2) Lot containing 5.0966 acres (known as "Lot 2") | 50.00% |

Individual use shall be deemed to begin when construction of a dwelling commences on the lot.

Maintenance is hereby defined to include installation, maintenance, repair, replacement and resurfacing of the entrance roadway, including shoulders, and removal of snow and debris.

The determination of the need for and extent of any such repair, maintenance, improvement, and/or replacement of any portion of the 25 foot x 40 foot Common Entrance, including shoulders and drainpipes, shall be by a majority of the lot owners using same. The lot owners making such determination shall decide among themselves how the work shall be contracted and paid for. Each lot owner shall pay its proper share of the costs within thirty (30) days after written demand for said payment is made. Any lot owner not paying its proper share of the costs after said thirty day period shall suffer an automatic lien against their lot for the unpaid amount, which lien shall run in favor of the lot owner(s) who have paid more than their proper share of the costs. Those lot owner(s) acquiring the aforesaid lien may institute legal proceedings to collect the lien, and any monetary judgment obtained by said lot owner(s) shall also include court costs, interest at the rate of ten percent (10%) per annum, and reasonable attorney fees of fifteen percent (15%).

Any damage caused to the Common Entrance by any lot owner(s), their family, agents, guests or invitees shall be borne exclusively by that lot owner(s). Said lot

owner(s) shall be solely responsible for any repairs or replacement in order to return the Common Entrance to substantially the same condition it was prior to the occurrence of such damage.

The Common Entrance shall be for the sole use of the lots as noted on Plat 88/168, their personal representatives, successors, heirs, assigns and guests. The use of the Common Entrance shall be at the risk of the user. The Declarant, the owners of Lots 1 and 2, their personal representatives, successors, heirs, and assigns assume no responsibility for any injuries or damage to property and/or persons that may occur to any user. Further, the Declarant, the owners of Lots 1 and 2, their personal representatives, successors, heirs, and assigns agree to indemnify and hold each other harmless from any and all liability arising out of the use of the Common Entrance by themselves, members of their family, their respective guests, and any other person using the Common entrance with their respective permission.

This easement may be enforced by the Declarant or by any lot owner, but nothing herein contained shall be construed as requiring the Declarant to bring any action at law or in equity to enforce the easement. Enforcement shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate the easement, either to restrain the violation or to recover damages. Any violation of this easement shall also be deemed a continuing one until remedied. Any failure to enforce this easement shall not be construed to be a waiver.

In the event any dispute arises between the owners of the lots concerning their rights or obligations under this Declaration, including among other things, a determination of what maintenance and repairs are necessary or advisable, then such dispute shall be submitted for arbitration by the disputing lot owner. Each lot owner shall then be entitled to select an arbitrator. The total number of arbitrators selected shall be an odd number, and if the number of arbitrators selected shall not be an odd number then the arbitrators selected shall select an additional arbitrator so that there is an odd number of arbitrators selected. If at the time such dispute arises the arbitrators selected cannot agree on an additional arbitrator to make the number of arbitrators an odd number, then the additional arbitrator shall be selected by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any award rendered by the arbitrator or arbitrators shall be final and binding on the parties and the judgment may be entered thereon in any Court having competent jurisdiction. The cost of arbitration, including but not limited to reasonable attorney fees and a reasonable fee to the arbitrators, shall be borne as the arbitrator or arbitrators may direct. To the extent applicable, the arbitration proceeding shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Failure of the disputing lot owner to give notice to the other lot owners, to arrange for and submit the dispute for arbitration shall render this provision inapplicable to that dispute.

Invalidation of any one of the provisions of this easement by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

These agreements concerning the use and maintenance of the Common Entrance shall inure to the benefit of, and be binding upon, each of the lot owners, and each of their respective heirs, personal representatives, successors and assigns.

It shall not be necessary to incorporate the agreement herein set forth in every deed or conveyance for the lots shown on the Plat of the subdivision recorded in the Plat records found in the office of the Clerk of the Circuit Court for Frederick County, Maryland, but the reference to this Agreement shall be sufficient notice to a purchaser of a lot in the BALI BOUND Subdivision of the maintenance agreement binding upon said subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal on the day and year first above written.

Mauri Johnson
Witness

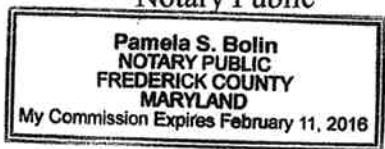
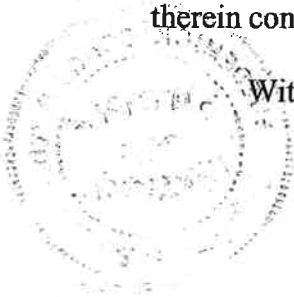
Mark E. Imirie (SEAL)
Mark E. Imirie

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I hereby certify that on this 11th day of June, 2012, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mark E. Imirie, and he did execute the foregoing instrument for the purposes therein contained.

Witness my hand and Notarial Seal.

Pamela S. Bolin (SEAL)
Notary Public

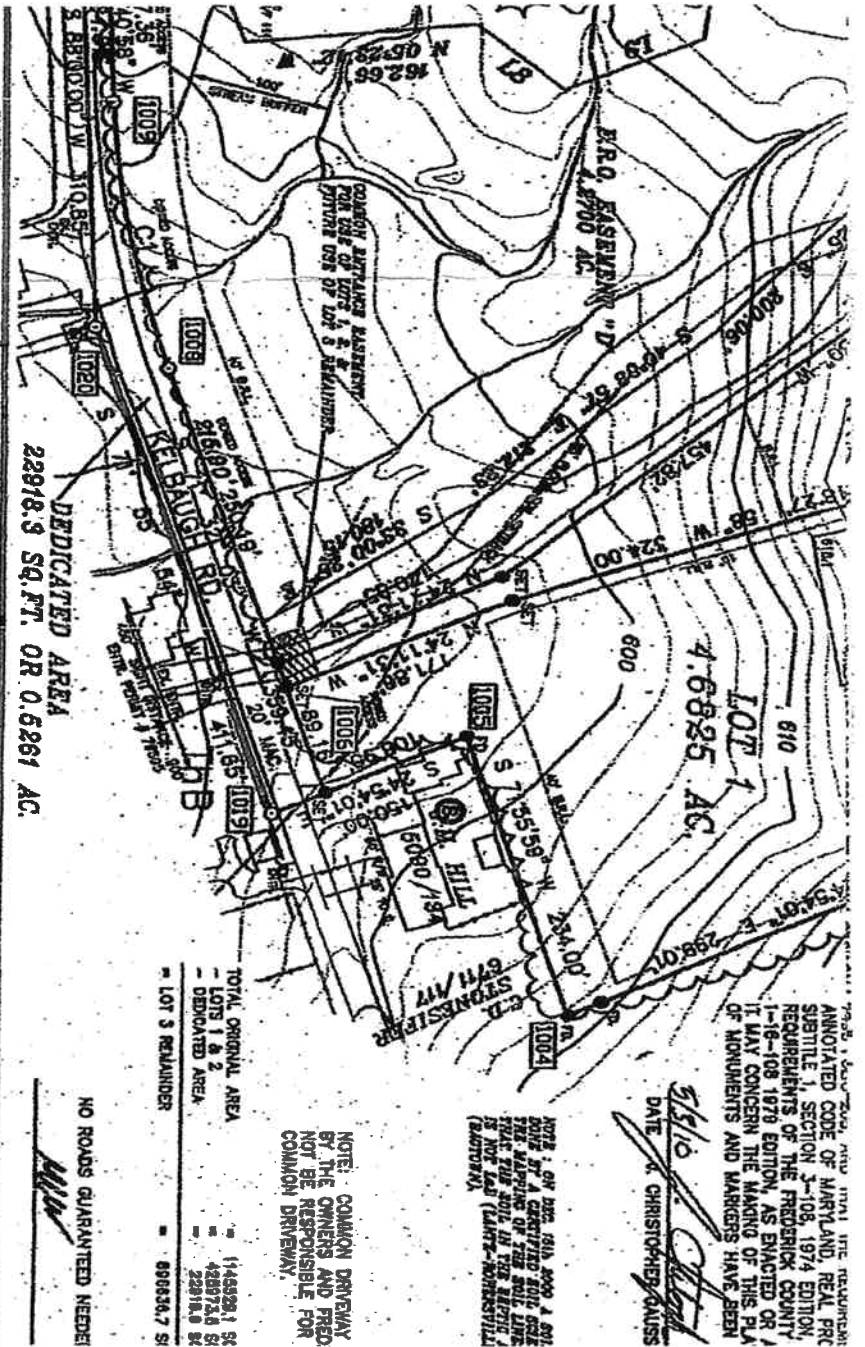


My Commission expires:

I hereby certify that the within instrument was prepared by an attorney, or under an attorney's supervision, admitted to practice before the Court of Appeals of Maryland.

Jean Roger Buchen
Jean Roger Buchen
4335 Powell School Rd
Pittsville, MD 21850

EXHIBIT A



SYMBOLS

- ▲ = easement
- = utility
- = water set
- = fire set
- = rear fence
- = rear fence
- = woodline
- = overhead utility lines
- = tree
- = utility

MINIMUM BUILDING RESTRICTION LINES:

R-1

FRONT - 40'

REAR - 30'

SIDES - 10'

RC

FRONT - 50'

REAR - 50'

SIDES - 30'

THE OWNERS AND SUBSCRIBED BEFORE ME, **NOTARY PUBLIC**, this 20th day of August 2009.

NOTARY PUBLIC STATE OF MARYLAND
 My Commission Expires 09/15/2013



COMBINED PRELIMINARY / FINAL
 LOTS 1, 2, & 3 REMAINDER, SECT
BALI BOUND

SITUATED ON KELBAUGH ROAD
 EMMITSBURG ELECTION DISTRICT # 1
 FREDERICK COUNTY, MARYLAND

DATE: AUG. 13, 2009
 PLAT NO. 14P1SUB
 SCALE: 1" = 40'
 ACCT# 05-161

BALI BOUND Common ENTRANCE EASTMENT
 EXHIBIT "A"

USA SW 1244 1261
 P1757as

NOTE: COMMON DRIVEWAY BY THE OWNERS AND FREED NOT BE RESPONSIBLE FOR COMMON DRIVEWAY.

NOTE: OF THE 1000 1 011... THE MAPING OF THE SOIL LINE... IS NOT A PART OF THIS SURVEY (BUTOWNY)

5/5/10
 DATE & CHRISTOPHER QUINN

NO ROADS GUARANTEED NEEDED

TOTAL ORIGINAL AREA = 1145928.1 SQ FT

LOTS 1 & 2 = 438972.8 SQ FT

DEDICATED AREA = 22918.9 SQ FT

LOT 3 REMAINDER = 686836.7 SQ FT