

Road Maintenance Agreement

The Chesapeake Isle Civic Association, Inc. was organized and incorporated, in part, for the purpose of managing and maintaining the recorded right-of-ways and streets of the development for the use and enjoyment of all of the lot owners of lots shown on the subdivision plats (or re-subdivisions).

In accordance with its corporate purpose and in accordance with a corporate resolution of the Board of Directors of the Chesapeake Isle Civic Association, the Association does hereby covenant and agree that it shall assume full and exclusive responsibility for the maintenance of all streets and rights-of-way which are shown on the plats (except such streets which the State of Maryland or the Cecil County Department of Public Works have identified as being part of the 'Public Roads System'). This agreement defines CICA's responsibilities as of February 29, 2000. The right-of-way (ROW) is defined as the 50' area between the front property lines of facing properties, comprised of approximately 2 unpaved shoulders approximately 15' wide each and a paved street approximately 20' wide.

This is a legal document that can only be modified by agreement of the signing parties.

Important Information Regarding Community Right-of-Ways (ROWs)

As a reminder, please note the following information:

- (1) The CICA-owned ROW consists of the 20-foot-wide road and the 15-foot-wide shoulders on each side of the roadway.
- (2) The community designed and built the ROWs in a particular way in order to handle drainage when we paved our roads. Specifically, grass was purposefully installed in the ROWs to improve the overall drainage infrastructure, especially in areas where we experienced significant run-off issues, to maintain the integrity of the road.
- (3) Any modifications to the ROW may affect this drainage design and is therefore strictly prohibited without prior review and approval from the CICA Architectural Review Committee (ARC). Please therefore contact Mike Beiter, ARC Chairperson, at mikebeiter@aol.com if you have intentions to modify or change the community ROW in any way.
- (4) CICA reserves the right to require property owners who have altered the ROW or any CICA-owned property without prior ARC permission to return it to its original form.

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CECIL COUNTY, MD.
ROAD MAINTENANCE AGREEMENT WILLIAM L. BRUECKMAN
(all roads of Rolling Hills) CLERK

THIS ROAD MAINTENANCE AGREEMENT made this 29th day of February 2000, by Chesapeake Isle Civic Association, a Maryland Nonprofit Corporation;

WITNESSETH

WHEREAS, The Cecil County Maryland development of "Rolling Hills" is situate in the Fifth Election District of Cecil county on the Northwesterly Bank of the Elk River and on the Southeasterly bank of the Northeast River, on the north and south sides of Maryland Rt 272;

AND WHEREAS the development of "Rolling Hills" also referred to by its popular name "Chesapeake Isle" consists of lands shown on five original recorded plats which plats are recorded among the Land Records of Cecil County at the following locations:

- 1) WAS 1-14
- 2) WAS 1-13
- 3) WAS 1-70
- 4) WAS 1-10
- 5) WAS 1-50

Cecil County Plat	2.00
RECORDING FEE	20.00
TOTAL	22.00
Res# CE83	Rcpt # 74866
HLR SDD	BLK # 75
Mar 01, 2000	02:58 PM

AND WHEREAS the said recorded subdivision plats designate numerous Right-of-Ways or Streets which are intended for the use of the Lot owners of the development for ingress egress and regress.

AND WHEREAS the Chesapeake Isle Civic Association was organized and incorporated, in part, for the purpose of managing and maintaining the said recorded Right-of-Ways and Streets of the development for the use and enjoyment of all of the lot owners of lots shown on the aforesaid subdivision plats (or resubdivisions thereof).

NOW THEREFOR in accordance with its Corporate purpose and in accordance with a corporate resolution of the Board of Directors of the Chesapeake Isle Civic Association, the said Chesapeake Isle Civic Association does hereby covenant and agree that it shall assume full and exclusive responsibility for the maintenance of all streets and Right-of-Ways which are shown on the aforementioned plats (except such streets which the State of Maryland or the Cecil County Department of Public Works have identified as being part of the "Public Roads System"); The Chesapeake Isle Civic Association agrees specifically:

1. *Essential Maintenance*. Covenants to make all repairs or maintenance to the said streets of the development, as shall be required to make such streets 'passable' for a single vehicle during normal weather conditions. This paragraph shall not include the obligation 'snow removal' or any improvements beyond what shall be necessary to make the driveway passable by a two-wheel drive automobile; however, it is the intent of the said Chesapeake Isle Civic Association to provide the service of snow removal for the development, and the Chesapeake Isle Civic Association reserves the right to make repairs to the streets beyond the 'Essential Maintenance' described in this paragraph.

2. *Extraordinary Use of Common Driveway*. The Chesapeake Isle Civic Association reserves the right to bring legal action for recovery of expenses against any party who shall cause damage to common streets by any extraordinary use thereof, such as the use of roads for ingress and egress of construction equipment. Such legal action shall be limited to the cost of the repairs necessitated by such extraordinary use, and the legal expense of obtaining the recovery.

3. *Interpretation*. This Agreement shall not impose upon any party nor the Chesapeake Isle Civic Association any obligation to initially construct any Road, but such road (provided that it is shown on one of the above listed plats) once constructed, shall be

subject to the terms and provisions hereof.

The provisions of this Agreement shall be deemed to be cumulative. No provision of this Agreement shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

IN WITNESS WHEREOF, the Chesapeake Isle Civic Association has hereunto set its hand and seal as of the day and year first above written.

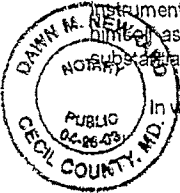
WITNESS:

Chesapeake Isle Civic Association

By Lester J. Fritz
Lester J. Fritz, President

STATE OF MARYLAND, COUNTY OF CECIL, TO WIT:

On February 29, 2000 before me, the undersigned officer, personally appeared Lester J. Fritz, who made acknowledgment on behalf of Chesapeake Isle Civic Association, and who acknowledged himself to be the President of Chesapeake Isle Civic Association, and that as such Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer and that this transaction does not involve the transfer of all or substantially all of the assets of the Corporation.



In witness whereof, I hereunto set my hand and official seal.

Dawn M. Newkirk
Notary Public

My Commission Expires: April 26, 2003

In accordance with Real Property Section 3-104 (f) (1), this is to certify that the foregoing instrument was prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

James B. Sherrard
James B. Sherrard

AFTER RECORDATION REMIT TO:
JAMES B. SHERRARD, ESQUIRE
155 E. MAIN STREET
ELKTON, MD 21921

Chesapeake Isle Civic Assn.
PO Box 150
NE MD 21901