

Owner
River Downs - Sect 2

DECLARATION OF MAINTENANCE OBLIGATIONS

"Amended Plat of Lots 31, 44 thru 54 and Parcel O and P
Section Two (A Cluster Subdivision) RIVER DOWNS" (3 Sheets)

(Public Works Agreement No. F-94-085)

THIS DECLARATION OF MAINTENANCE OBLIGATIONS, made this 12th day of June, 1995, by RIVER DOWNS PARTNERSHIP, a Maryland General Partnership, including its successors and assigns (hereinafter referred to as "Owner") (in the event this Agreement involves two or more owners, "Owner" shall include and mean the plural hereinafter); and ELIZABETH M. WRIGHT and ELLEN H. WOOD BOYER, Trustees under Deed of Trust; and FIRST FIDELITY BANK, N.A., formerly known as THE BANK OF BALTIMORE, a commercial bank, Beneficiary.

WHEREAS, Owner intends to record a subdivision plat among the Land Records of Carroll County, Maryland, contemporaneously herewith, said plat entitled "Amended Plat of Lots 31, 44 thru 54 and Parcel O and P Section Two (A Cluster Subdivision) RIVER DOWNS" (3 Sheets) (hereinafter referred to as the "Subdivision Plat"); and

WHEREAS, as a condition of approval of the Subdivision Plat by Carroll County, Maryland, Lot Nos. 42 (Section Two River Downs), 43A and 44A thru 46A (hereinafter referred to as "Lots"), are required to and restricted to using a certain common access area (designated as "Fenwick Drive") as set forth on the aforementioned Subdivision Plat (hereinafter referred to as "Common Access Area") to Muirfield Court, as shown on the aforementioned Subdivision Plat; and

WHEREAS, as a further condition of the recordation of the aforementioned Subdivision Plat, Carroll County has required the Owner to fix the maintenance obligation of the Lots serviced by the Common Access Area; and

WHEREAS, Trustees and Beneficiary have secured a loan to Owner by property which wholly or in part is set forth on the aforementioned Subdivision Plat, said Deed of Trust dated November 8, 1993, and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1527, folio 826 &c.; and

WHEREAS, Trustees and Beneficiary join herein for the purpose of assenting to this Declaration and by such joinder does hereby agree to subject any sales of the aforementioned Lots on foreclosure, to the legal operation and effect hereof.

NOW, THEREFORE, THIS DECLARATION OF MAINTENANCE OBLIGATIONS, WITNESSETH, that for and in consideration of the premises and of the acceptance of the aforesaid Subdivision Plat by Carroll County, Maryland, the said Owner, Trustees and Beneficiary hereby make this Declaration and it does declare and agree as follows:

1. All covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every of the aforesaid Lots; shall create reciprocal rights and obligations between and/or among the respective Owner of the aforesaid Lots and privity of contract and estate between and/or among all Owners, their respective personal representatives, successors and assigns; and shall as to the Owner of each and every of the aforesaid Lots, their respective personal representatives, successors and assigns, operate as covenants running with the land, for the benefit of each other of the aforesaid Lots.

2. The parties hereto agree that should any of the aforesaid Lots be sold under a foreclosure of the aforementioned Deed of Trust and/or Mortgage or by Deed in lieu of foreclosure or sale by a trustee in bankruptcy or other sales under distress, such sales or conveyances will be subject to this Declaration.

3. The maintenance obligation will commence at the aforementioned Muirfield Court and be divided equally by the number of Lots using the Common Access Area to a point where a Lot's driveway exits the said Common Access Area. The maintenance obligation will continue and be divided equally by the number of Lots using the Common Access Area from this point of exit to the next point of exit and so on. The intention is that the maintenance of the Common Access Area will be paid by those Lot Owners so using the said Common Access Area for the portion so used; PROVIDED, HOWEVER, that any "driveway pullovers" and "turn arounds" shown on Subdivision Plat, or actually in existence, shall be deemed used by all lots, and the costs of maintenance thereof shall be divided equally among all lot Owners.

4. The maintenance obligation herein established shall be to maintain the Common Access Area in accordance with the Original requirements of Carroll County, Maryland, applicable thereto, or if such requirements cannot be determined, then to maintain such Common Access Area with a "crusher run" base 6 inches deep.

5. Every person and/or entity who now or hereafter owns or acquires any right, title or interest in and/or to any of the aforesaid Lots is and shall be conclusively deemed to have consented and agreed to every condition, standard and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person and/or entity acquired such interest in the aforesaid Lots.

6. As certain portions of the Common Access Area are, or may be, necessary for use by emergency equipment, parking and/or storage of any personal property, particularly vehicles on "driveway pullovers" or "turn around" areas, as shown on Subdivision Plat or actually in existence, is hereby prohibited and the Owner of any lot may enforce, by injunction, this restriction

and/or recover damages for a violation of this restriction, including the cost of reasonable attorneys' fees expended in enforcing this restriction.

7. The covenants, conditions and agreements contained herein may be enforced by the County Commissioners of Carroll County, a body corporate and politic of the State of Maryland ("County"), or its successor, as though it were an Owner of a Lot for the purpose of providing for emergency service protection. The power of the County to enforce this Declaration shall not be deemed to create County's obligation to act, or any liability for either acting or not acting to enforce this Declaration. Each Owner of a Lot, by accepting a deed or other conveyance of Lot, expressly agrees to indemnify and hold harmless County from any and all claims, actions, and demands whatsoever arising from the provisions of this Declaration.

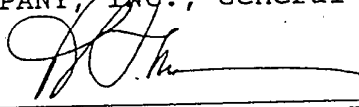
AS WITNESS the hands and seals and/or corporate names of the parties hereto the day and year first hereinbefore written.

RIVER DOWNS PARTNERSHIP,
a Maryland General Partnership,

BY: GAYLORD RIVER DOWNS
LIMITED PARTNERSHIP,

General Partner

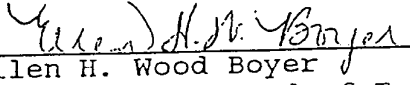
BY: GAYLORD BROOKS INVESTMENT
COMPANY, INC., General Partner



BY: Richard A. Moore, President

Owner

~~_____
Elizabeth M. Wright (SEAL)
Trustee under Deed of Trust~~



Ellen H. Wood Boyer (SEAL)
Trustee under Deed of Trust

Trustees

FIRST FIDELITY BANK, N.A, formerly known as THE BANK OF BALTIMORE, a commercial bank,

Patrick J. Bollinger (SEAL)
BY: PATRICK J. BOLLINGER
TITLE: Vice President

Beneficiary

STATE OF Maryland, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 12th day of June, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD A. MOORE, President of GAYLORD BROOKS INVESTMENT COMPANY, INC., General Partner of GAYLORD RIVER DOWNS LIMITED PARTNERSHIP, General Partner of RIVER DOWNS PARTNERSHIP, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

Witness my hand and Notarial Seal.

Cheryl L. Zaydel
Notary Public
My Commission expires October 13, 1997
CHERYL L. ZAYDEL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 13, 1997

~~STATE OF _____, COUNTY OF _____, to wit:~~

~~I HEREBY CERTIFY that on this _____ day of _____, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ELIZABETH M. WRIGHT, Trustee under Deed of Trust for FIRST FIDELITY BANK, N.A., formerly known as THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.~~

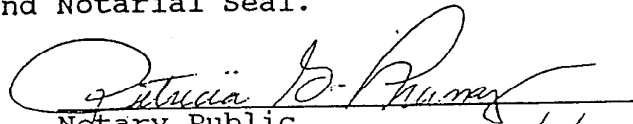
~~Witness my hand and Notarial Seal.~~

~~Notary Public
My Commission expires _____~~

STATE OF Maryland, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 14th day of June, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ELLEN H. WOOD BOYER, Trustee under Deed of Trust for FIRST FIDELITY BANK, N.A., formerly known as THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

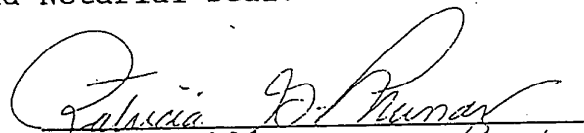
Witness my hand and Notarial Seal.


Notary Public
My Commission expires 7/9/97

STATE OF Maryland, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 14th day of June, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Patrick D. Bollinger, who acknowledged himself/herself to be the Vice President of FIRST FIDELITY BANK, N.A., formerly known as THE BANK OF BALTIMORE, and that he/she, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Vice President by himself/herself as Vice President.

Witness my hand and Notarial Seal.


Notary Public
My Commission expires 7/9/97

Our File No. 9466-PWA
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PWA No. F-94-085
June 6, 1995; June 7, 1995