

MR. MADAM CLERK:

PLEASE INDEX THE NAME OF EACH PARTY, AND THE SUBDIVISION NAME, IN BOTH THE GRANTOR AND GRANTEE INDEXES.

CROMWELL FOUNTAIN BUILDERS CONDOMINIUM

DECLARATION AND AGREEMENT  
ESTABLISHING SEWER AND WATER  
FACILITIES CHARGES

IMP. F.U. SURCH \$	2.00
RECORDING FEE	20.00
TOTAL	22.00
Rest A411	Rcpt # 10847
RPM SKB	Bk # 352
	12:28 PM

THIS DECLARATION AND AGREEMENT, made this FIRST day of APRIL, 1998, by and between MUNICIPAL UTILITIES, INC., a Maryland corporation with a business address of P.O. Box 878, Glen Burnie, Maryland 21060 ("Contractor"), and FRANK J. SCOTT, SR., a resident of Anne Arundel County, Maryland ("Developer").

WHEREAS, Developer is the owner, in fee simple, of a certain parcel of land situate in Anne Arundel County, Maryland (the "Property") depicted as Phases 1 through 12, inclusive, as shown on the Plats entitled "Sheet 1 of 1, CROMWELL FOUNTAIN BUILDERS CONDOMINIUM", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book E- 88, Pages 3 and 4; and,

WHEREAS, a condominium regime, to be known as the "Cromwell Fountain Builders Condominium" is to be established upon the Property (the "Condominium" or "Project") and one hundred forty four (144) condominium units of a "garden condominium" style (the "Condominium Units" or "Units") are to be constructed thereon and offered for sale to the public; and,

WHEREAS, it is the intention of the Contractor to provide the Developer of the Property with (a) water pipes in the streets of the Project, and the physical water connection from the water pipes in the streets to the proximity of each individual Condominium Unit to be constructed (all of such pipes and connections being hereinafter referred to collectively as the "Water Facilities"), and, (b) sewer pipes in the streets of the Project, and the physical sewer connection from the sewer pipes in the streets to the proximity of each individual Condominium Unit to be constructed (all of

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ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 8366, p. 0704, MSA\_CE59\_8710, Date available 06/18/2005. Printed 06/10/2019.

such pipes and connections being herein referred to collectively as the "Sewer Facilities"); and,

**WHEREAS**, Developer has agreed with Anne Arundel County, Maryland (the "County") that, in consideration of the Developer's construction directly, or by the Contractor, of the Water Facilities and the Sewer Facilities in accordance with the County's specifications at no cost to the County, and upon completion the connection of the Water Facilities to the water distribution system of the County and the connection of the Sewer Facilities to the County sanitary sewer system, the County will not impose upon the Condominium Units any charges under Article 27, Title 4 of the Anne Arundel County Code (1985 Edition, as amended), such charges being capital facility assessments and front foot benefit assessments; and,

**WHEREAS**, Developer and Contractor have covenanted and agreed to establish charges upon the Condominium Units whereby the cost of the construction and installation by the Contractor of the Water Facilities and Sewer Facilities is to be repaid by the owner or owners of the Condominium Units, their successors, personal representatives and assigns, in annual installments over a period of thirty-three (33) years, beginning April 1, 1998, and ending March 31, 3031, such payments to be "Water Facilities Charges" and "Sewer Facilities Charges"; and,

**WHEREAS**, the water supplied to and used by each of the individual Condominium Units owners, and the sewerage disposal associated with each Condominium Unit, are to be furnished by Anne Arundel County, and billed for by Anne Arundel County to said individual Condominium Units owners from time to time, and are to be paid for as billed; and,

**WHEREAS**, in order to make the covenant and agreement to pay the Water Facilities Charges and Sewer Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their successors, personal representatives and assigns, the parties to this Agreement have agreed to enter into this Declaration and Agreement whereby the Developer will declare that each of the Condominium Units (whether existing as of the date hereof or subsequently constructed) is subject to the covenants, agreements and charges hereinafter set forth, all as part of and in furtherance of the general scheme of development of the Project.

**NOW, THEREFORE**, in consideration of the performance of the covenants, agreements, conditions, and charges hereinafter set forth, and intending to be legally bound, the Contractor and the Developer do hereby covenant and agree as follows:

**FIRST:** The Developer does hereby declare that all of the Condominium Units constructed or to be constructed within the boundaries of the Cromwell Fountain Builders Condominium, which condominium regime is to be established by the execution and recordation of a Condominium Declaration among the Anne Arundel

County Land Records, and which shall be part of the property described on the plats of the "Cromwell Fountain Builders Condominium", as may be recorded from time to time among the Land Records of Anne Arundel County, are subject to the covenants, agreements, conditions and charges hereinafter set out and said covenants, agreements, conditions and charges shall be binding upon the Developer, its successors and assigns, and upon the Condominium Units and all the land described herein.

**SECOND:** Each of the Condominium Units shall be subject to this Declaration and Agreement and the annual Water Facilities Charges and Sewer Facilities Charges, representing annual charges for the construction and installation of the Water Facilities and Sewer Facilities, which Water Facilities Charges and Sewer Facilities Charges shall constitute liens or encumbrances on the land with respect to which said charges are made.

**THIRD:** By acceptance of title of any of the land described herein, including the title to a Condominium Unit, the owner from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to Contractor, its successors and assigns, all charges provided for in this Declaration and Agreement due and unpaid at the time said owner acquires title, and all charges thereafter falling due as long as said owner shall hold title of record, without the right in any event to reimbursement from the Developer or Contractor for charges which said owner may pay in advance. A certificate in writing, signed by a representative of Contractor, its successors and assigns, will be given on demand to any owner liable for said charges, setting forth the status of such charges with respect to the Condominium Unit in question and in reference to which an inquiry is made, and such certificate in favor of any one relying thereon to his damage shall be binding on Contractor, its successors and assigns.

**FOURTH:** The Water Facilities Charges and Sewer Facilities Charges shall commence April 1, 1998, and continue for a period of thirty-three (33) years on an annual basis, and will terminate, except as to those charges unpaid on March 31, 2031. All such annual charges shall be due and payable in advance on the first day of January, commencing as aforesaid. Any charges for a period of time less than a complete calendar year shall be pro rated accordingly.

**FIFTH:** The annual Water Facilities Charge, payable by the owner of each Condominium Unit during the thirty-three (33) year period, shall be Fifty Seven Dollars and No Cents (\$57.00) per year. The annual Sewer Facilities Charge, payable by the owner of each Condominium Unit during the thirty-three (33) year period, shall also be Fifty Seven Dollars and No Cents (\$57.00) per year, which charge is separate from and in addition to the aforesaid Water Facilities Charge. Each of the Condominium Units subject to this Declaration and Agreement shall be liable for the annual charges, in the aggregate amount of One Hundred Fourteen Dollars and No Cents (\$114.00) as set forth above.

**SIXTH:** All Water Facilities Charges and Sewer Facilities Charges payable in accordance with this Declaration and Agreement shall be payable to Contractor, its successors and assigns in accordance with billings issued from time to time by Contractor, its successors, and assigns. Failure to receive a bill or statement therefore from the Contractor does not relieve an owner or owners of his/her/its/their liability to pay Water Facilities Charges, Sewer Facilities Charges, or interest thereon.

**SEVENTH:** If any such charges remain unpaid for thirty (30) days after becoming due, there shall be a late charge of one and one-half percent (1.5%) per month, beginning thirty (30) days after the charges are due. Contractor may collect the Sewer and Water Facilities Charges and applicable late charges by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. Contractor may sue, or file a bill in equity to enforce such charges, and the costs of collection (including attorney's fees in an amount equal to the greater of (a) the amount actually expended, and (b) \$250.00), against the owner of record at the time such charges became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property. The lien established hereby shall be enforceable by the Contractor, its successors and assigns, under the Maryland Contract Lien Law, Title 14, Subtitle 2, Real Property Article, Annotated Code of Maryland, or any similar law which may subsequently be enacted.

**EIGHTH:** No sale, lease, mortgage, disposition, or transfer of the hereindescribed land, including the Condominium Units, shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions, and charges and all the covenants, agreements, conditions, and charges herein contained shall run with and bind the land, each and all of the Condominium Units and premises and every part thereof, the Developer, its successors, and assigns, and the present and future owners of the Property and each of the Condominium Units and each of their successors, personal representatives and assigns.

**NINTH:** Contractor shall have the right to assign, pledge, or in any other fashion encumber to any party its right to any of the charges set forth herein.

**TENTH:** Anything contained herein to the contrary notwithstanding, the Water Facilities Charges and Sewer Facilities Charges imposed hereby shall be applicable and payable with respect to each of the Condominium Units only from the date on which a Certificate of Occupancy is issued therefore.

**IN WITNESS WHEREOF,** the parties hereto have caused this Declaration and Agreement to be executed and delivered the date first written above.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 8366, p. 0707, MSA\_CE59\_8710. Date available 06/18/2005. Printed 06/10/2019.

WITNESS/ATTEST:

CONTRACTOR:

MUNICIPAL UTILITIES, INC.  
a Maryland corporation

F. James Scott, Jr.

By: [Signature] (SEAL)  
Frank J. Scott, Sr., President

DEVELOPER:

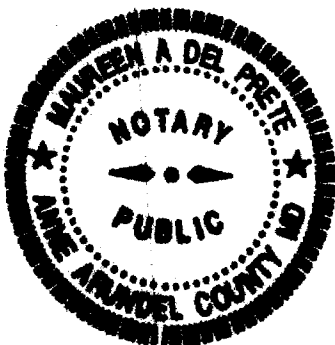
F. James Scott, Jr.

[Signature] (SEAL)  
Frank J. Scott, Sr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18 day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared FRANK J. SCOTT, SR., who acknowledged himself to be the President of MUNICIPAL UTILITIES, INC., and that as such officer, being authorized so to do, he executed the foregoing Declaration and Agreement for the purposes therein contained by signing in my presence the name of the corporation by himself as President.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



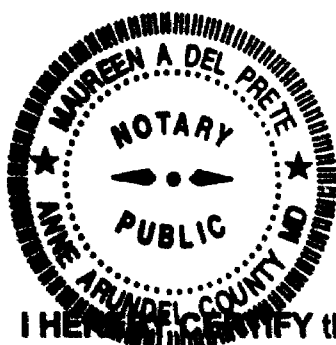
[Signature]  
Notary Public  
My Commission expires: 10/23/01

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 8366, p. 0708, MSA\_CE59\_8710. Date available 06/18/2005. Printed 06/10/2019.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY , TO WIT:

I HEREBY CERTIFY, that on this 18 day of March, 1998, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared FRANK J. SCOTT, SR., known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Declaration and Agreement, who acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



Maureen A. Del Prete  
Notary Public  
My Commission expires: 10/23/01

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

James C. Praley  
James C. Praley

After recording, please return to:

James C. Praley, Esq.  
Lessans, Praley & McCormick, P.A.  
7419 Baltimore-Annapolis Boulevard  
P.O. Box 1330  
Glen Burnie, Maryland 21060

M:FJSISROMBLDR.SW

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 8366, p. 0709, MSA\_CE59\_8710. Date available 06/18/2005. Printed 06/10/2019.