

DOC. NO. 219110

LIBERO 569 FOLIO 728

RECEIVED  
CLERK, CIRCUIT COURT  
97 MAY 12 AM 10:33  
QUEEN ANNE'S COUNTY

ASSIGNMENT

THIS ASSIGNMENT, made this 12<sup>th</sup> day of MAY, 1997,  
by and between ROMANCOKE ON THE BAY IMPROVEMENT ASSOCIATION,  
INC., a Maryland Corporation, hereinafter referred to as "Improvement Association", and  
ROMANCOKE ON THE BAY ROADS CORPORATION, a Maryland Corporation, hereinafter  
referred to as "Roads Corporation".

WHEREAS, by deed dated the 31st day of August, 1964, and recorded among the Land  
Records of Queen Anne's County in Liber C.W.C. No. 10, folio 292, certain strips of land, roads,  
roadways, streets, alleys and lanes in the subdivision known as Romancoke On The Bay were  
conveyed by Chester Beach, Inc. to Romancoke On The Bay Improvement Association, Inc., more  
particularly shown on the plats entitled "Romancoke On The Bay", by William D. Purdum,  
registered surveyor, dated August 15, 1952, recorded among the Land Records of Queen Anne's  
County in Liber T.S.P. No. 6, folio 330 and "Romancoke On The Bay, Second Section", by James  
H. Ludlow and Associates, registered surveyors, dated May, 1958, recorded among the Land  
Records aforesaid in Liber T.S.P. No. 41, folio 386; and

Section 3 by James 2.00  
RECORDING FEE 20.00  
22.00  
Rest of 0401 NCRT # 39325  
SM RLB Bk # 1154  
May 12, 1997 10:33 a

WHEREAS, certain restrictive covenants and conditions, reservations and charges were  
imposed on the said strips of land, roads, roadways, streets, alleys and lanes in the subdivision  
known as Romancoke On The Bay, which are more particularly set forth in the following  
instruments which are incorporated herein as a part hereof by reference thereto, as follows, to wit:  
(a) Deed and Agreement by and between Chester Beach, Inc., Aurora Federal Savings and Loan  
Association, and Robert F. Podlich, dated the 8th day of September, 1952, recorded among the  
Land Records of Queen Anne's County in Liber T.S.P. No. 6, folio 323; and (b) Deed of  
Restrictions made by Chester Beach, Inc., American National Building and Loan Association of  
Baltimore City, and Clarence M. Plitt, dated September 18, 1958, recorded among the Land  
Records aforesaid in Liber T.S.P. No. 43, folio 62; and

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WHEREAS, said restrictive covenants and conditions, reservations and charges provide, among other things, for the collection of fees to be used for the construction, maintenance and repairs of streets in the subdivision and the administration and expenditure of such funds by Chester Beach, Inc., its successors or assigns, or an association of the purchasers and owners of lots in the subdivision; and

WHEREAS, by assignment dated the 8th day of September, 1964, recorded among the Land Records aforesaid in Liber C.W.C. 10, folio 288, Chester Beach, Inc., did grant and assign unto Romancoke On The Bay Improvement Association, Inc., its successors and assigns, all right, title, and interest in and to the aforesaid street construction, maintenance and repair fees and the right to collect and disburse same, established by the aforesaid deed, agreement and deed of restrictions; and

WHEREAS, Romancoke On The Bay Roads Corporation was duly formed by Articles of Incorporation approved and received by the State Department of Assessments and Taxation of Maryland on September 11, 1978, recorded in Liber 2425, folio 2962 of the Charter Records, for the purpose of receiving an assignment of the rights, powers, duties, and obligations of Chester Beach, Inc., with regard to the construction, improvement and maintenance of the roads in the subdivision known as Romancoke On The Bay.

NOW, THEREFORE, THIS ASSIGNMENT, WITNESSETH, that for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Romancoke On The Bay Improvement Association, Inc., does hereby assign, grant, convey, bargain, sell, transfer, and set over unto Romancoke On The Bay Roads Corporation, its successors and assigns, all of its powers, duties and obligations which are or may be inherent in or connected with the construction, improvement and maintenance of the roads and streets in the Romancoke On The Bay subdivision and further does assign, grant, convey, bargain, sell, transfer, and set over unto the said Romancoke On The Bay Roads Corporation, its successors and assigns, all right, title and interest in and to the aforesaid street construction, maintenance and repair fees and the right to collect and disburse same, established by the aforesaid deed, agreement and deed of restrictions; and

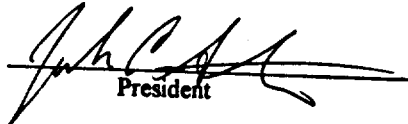
LIBERO 569 FOLIO 730

WITNESSETH, FURTHER, in consideration of the execution of these presents, and as evidenced by the acceptance of the delivery of this assignment, the said Romancoke On The Bay Roads Corporation does hereby assume performance of all powers, duties and obligations of the said Romancoke On The Bay Improvement Association, Inc., whether or not specified, which are or may be inherent in or connected with the construction, improvement and maintenance of the roads and streets and the collection and the disbursement of said street construction, maintenance, and repair fees in the Romancoke On The Bay subdivision.

IN WITNESS WHEREOF, the undersigned, duly authorized officers of the parties hereto, do hereby affix their hands and corporate seals the day and year first above written.

ROMANCOKE ON THE BAY  
IMPROVEMENT ASSOCIATION, INC.

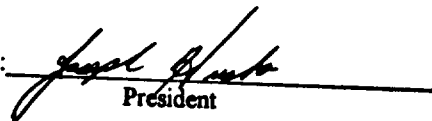
By:

  
President

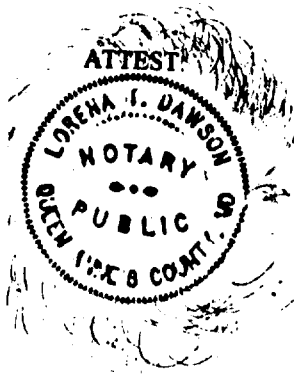
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ROMANCOKE ON THE BAY  
ROADS CORPORATION

By:

  
President

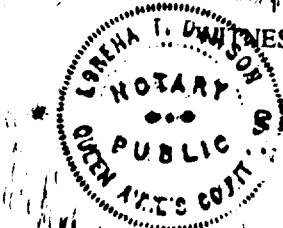
(Corporate Seal)



STATE OF MARYLAND  
COUNTY OF Queen Anne's

TO WIT:

I hereby certify that on this 12<sup>TH</sup> day of MAY, 1997, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN STRONG, who acknowledged that he is the President of Romancoke On The Bay Improvement Association, Inc., and that he is duly authorized to execute the foregoing Assignment on behalf of the corporation.



WITNESS My hand and Notarial Seal.

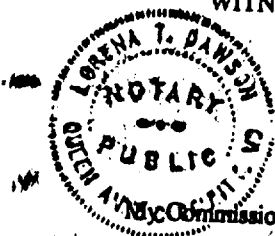
Lorena T. Dawson  
Notary Public

My Commission expires on: Dec. 4, 2000

STATE OF MARYLAND  
COUNTY OF Queen Anne's

TO WIT:

I hereby certify that on this 12<sup>TH</sup> day of MAY, 1997, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH HRISKO, who acknowledged that he is the President of Romancoke On The Bay Roads Corporation, and that he is duly authorized to execute the foregoing Assignment on behalf of the corporation.



WITNESS My hand and Notarial Seal.

Lorena T. Dawson  
Notary Public

My Commission expires on: Dec. 4, 2000