

000080

Return to:
Ronald L. Spahn, Esq.
Spahn & Broida
5401 Twin Knolls Road, Suite 7
Columbia, MD 21045

**DECLARATION OF MAINTENANCE
OBLIGATIONS FOR USE IN COMMON DRIVEWAY ACCESS AREA**

THIS DECLARATION of Maintenance Obligations for Use in Common Access Area is made this 11th day of May, 2008, by **KENNARD WARFIELD, JR., individually and jointly, with MARY ELLEN WARFIELD** (hereinafter referred to as "Owner")

WHEREAS, Owner owns lots of ground described in deeds recorded among the Land Records of Howard County, Maryland in Liber 3754 at folio 290; and Liber 4420 at folio 452; and

WHEREAS, Owner has recorded among the Land Records of Howard County, Maryland, a subdivision plat entitled "Warfields II, Section Two, Lots 6 thru 68" (hereinafter referred to as the "Subdivision Plat"), in Plat No. 20247-20254 and

WHEREAS, as a condition of approval of the subdivision by Howard County, Maryland, this Declaration is necessary as it establishes an easement to Lots 58 and 59 (hereinafter referred to as "Lots"), which are restricted to using a common access area driveway as shown on the aforementioned Subdivision Plat (hereinafter referred to as "common access area") to Michele Drive, Howard County, Maryland; and

WHEREAS, as a further condition of the aforementioned approvals, Howard County has required the Owner to establish the maintenance obligations of the owners of the lots for the common access area.

NOW, THEREFORE, THIS DECLARATION OF MAINTENANCE OBLIGATIONS, WITNESSETH, that for and in consideration of Howard County's approval of the Subdivision Plat, the Owner hereby makes this Declaration, and declares and agrees as follows:

- All covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every of the aforesaid Lots. This Declaration shall create reciprocal rights and obligations between and/or among the respective owners of the aforesaid Lots and their respective personal representatives, successors and assigns.
- The parties hereto agree that should any of the aforesaid Lots be sold under a foreclosure of the aforementioned mortgage or by deed in lieu of foreclosure of sale by a trustee in bankruptcy or other sales under distress, such sales or conveyances will be subject to this Declaration.

20
29
N

REP TO STATE \$ 20.00
 RECORDING FEE 20.00
 TOTAL 40.00
 REP HONOR TLR 47.50
 REP 153 03:44 PM
 MAY 13 2008

3. Each lot owner, their family, agents, employees and guests shall have the use of the common access area for ingress and egress to their lot and not to park or store vehicles. No lot owner may take any action, which would interfere with the other lot owners' use.

4. The owners of Lots 58 and 59 shall be jointly responsible for maintaining the common access area as shown on the Subdivision Plat in good condition for all weather use so as to provide safe access for emergency vehicles. The lot owners shall agree to the repairs or maintenance. This maintenance and repair obligation shall constitute a covenant to run with the land, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future lot owners in such subdivision, this Declaration of Obligations being designed for the purpose of maintaining good access for the identified lots in the subdivision. Any damage caused by a lot owner or their family, agent, employee or guest shall be the lot owner's responsibility. Copy of the plat is attached as Exhibit 1.

5. Any disputes shall be resolved by arbitration under the auspices of the American Arbitration Association or its successor, or any other agreed upon arbitration association. Any judgment award shall include monetary damages, interest, costs, attorney's fees and expert expenses.

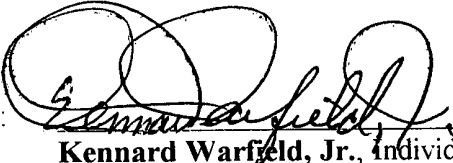
6. Every person and/or entity who now or hereafter owns or acquires any right, title or interest in and/or to any of the aforesaid Lots is and shall be conclusively deemed to have consented and agreed to every condition, standard and covenant contained herein, whether or not any reference to this Declaration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

7. House number identification signs are to be provided for installation and maintenance in accordance with the office of Planning and Zoning House Numbering System and per Section 3.503(a) of the Howard County Code - Public Signs.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

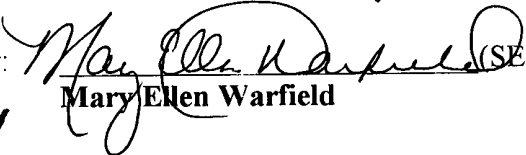
ATTEST:

Susan Cernib

By:  (SEAL)
Kennard Warfield, Jr., Individually
and Jointly

WITNESS:

Susan Cernib

By:  (SEAL)
Mary Ellen Warfield

STATE OF MARYLAND,

COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 6th day of May, 2008, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kennard Warfield, Jr.**, known to me (or satisfactorily proven) both individually and jointly and executed the foregoing instrument for the purposes therein stated.



HEREOF, I hereunto set my hand and official seal.

Susan Cernik
Notary Public Susan Cernik (11)

My commission expires: 11/1/08

STATE OF MARYLAND,

COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 6th day of May, 2008, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Mary Ellen Warfield**, known to me (or satisfactorily proven) and executed the foregoing instrument for the purposes therein stated.



HEREOF, I hereunto set my hand and official seal.

Susan Cernik
Notary Public Susan Cernik (11)

My commission expires: 11/1/08

THIS INSTRUMENT was prepared by an attorney qualified to practice before the Maryland Court of Appeals.

Ronald L. Spahn
Ronald L. Spahn

Warfields II, Section 2, Lots 6-68, common driveway access easement

