

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 60, 61, and 62 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.

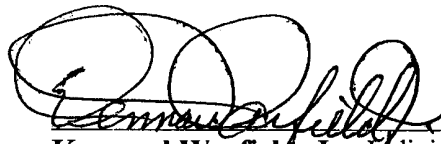
6. Every person and/or entity who now or hereafter owns or acquires any right, title or interest in and/or to any of the aforesaid Lots is and shall be conclusively deemed to have consented and agreed to every condition, standard and covenant contained herein, whether or not any reference to this Declaration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

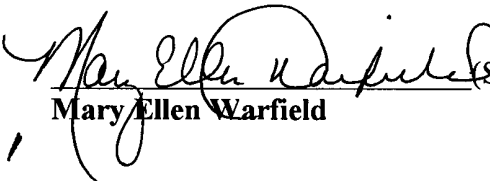
ATTEST:

Susan Ceimb

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

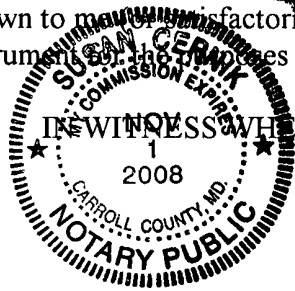
WITNESS:

Susan Ceimb

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.



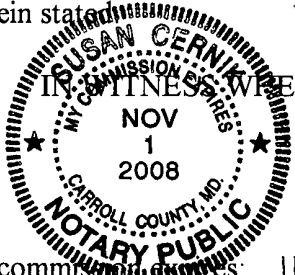
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan Cernik
Notary Public Susan Cernik
(13)

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.



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

Susan Cernik
Notary Public SUSAN Cernik
(13)

My commission expires: 11/1/08

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

Ronald L. Spann
Ronald L. Spann

Warfields II, Section 2, Lots 60, 61, 62, common driveway access easement

