

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 1, 2, 3, 4, and 5 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.

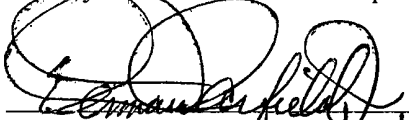
7. House number identification signs are to be provided for installation and maintenance in accordance with the office of Planning and Zoning House Numbering System and per Section 3.503(a) of the Howard County Code - Public Signs.

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

ATTEST:

Dusan Cerib

**THE KENNARD WARFIELD, JR. FAMILY
LLLP, a Maryland limited partnership**

By:  (SEAL)
Kennard Warfield, Jr., General Partner

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.**, who acknowledged himself to be the General Partner of **THE KENNARD WARFIELD, JR. FAMILY LLLP** and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein stated.

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

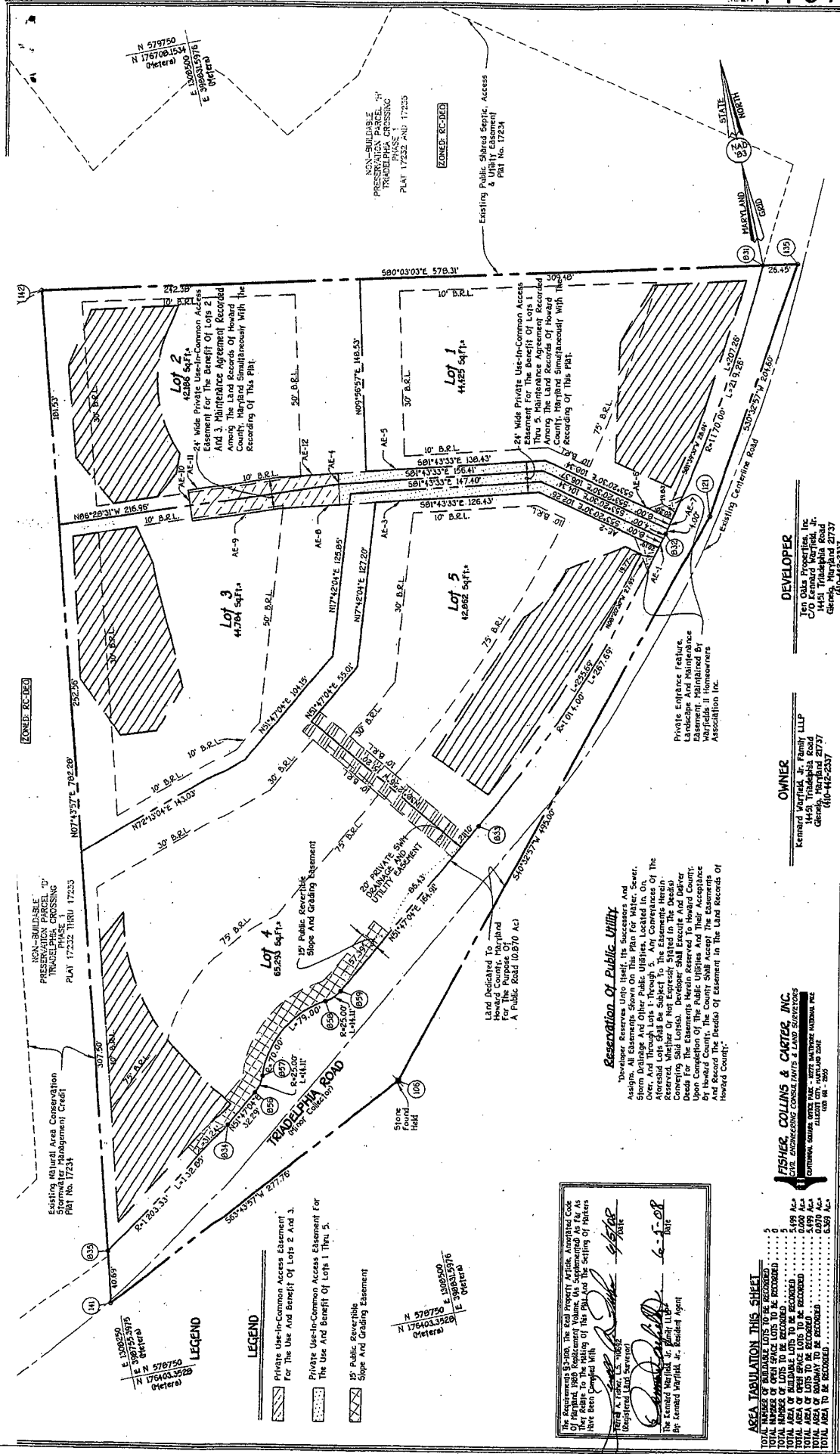
Susan Cernik
Notary Public Susan Cernik
(15)

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 1, Lots 1-5, common access easement



RECORDED AS PART OF THE LAND RECORDS OF HOWARD COUNTY, MARYLAND.

THE WARFIELDS II

SECTION ONE

LOTS 1 THRU 5

Zoned: RC-B10
 Tax Map: 21 Parcel 96 Grid 23
 Fourth Election District
 Howard County, Maryland

Scale 1" = 50'
 Date: May 7, 2009
 Sheet 2 of 2

SURVIVOR'S CERTIFICATE

I Herby Certify That The Final Plat Shown Hereon Is Correct, That It Is A Subdivision Of All Of The Lands Conveyed By Thomas G. Clark And Dorothy Clark To Kennard Warfield, Jr Family Limited Partnership By Deed Dated December 19, 1998 And Recorded In The Land Records Of Howard County, Maryland In Liber No. 1823, And The Certificate Of Amendment Dated December 1, 2000 To The Certificate Of Limited Partnership Dated December 1, 2000 To Kennard Warfield, Jr Family LLLP And That All Movements To The Property Limited Partnership Has Changed The Name Of The Partnership To The Kennard Warfield, Jr Family LLLP And That All Movements Are In Place Or Will Be In Place Prior To The Acceptance Of The Streets In The Subdivision By Howard County As Shown, In Accordance With The Annotated Code Of Maryland, As Amended.

Terrill A. Fisher, Professional Land Surveyor No. 10692
 Date: 5/7/09

OWNER'S CERTIFICATE

The Kennard Warfield, Jr. Family LLLP By Kenneth Warfield, Jr. Resident Agent, Order Of The Property Shown And Described Hereon, Hereby Adopts This Plan Of Subdivision, And In Consideration Of The Terms, Conditions, Covenants, Easements, Restrictions, And Zoning, Planning And Zoning, Establish The Minimum Building Restriction Lines And Grant Unto Howard County, Maryland, And Assigns: (1) The Right To Lay, Construct And Maintain Sewers, Drains, Water Pipes And Other Municipal Utilities And Services In And Under All Roads And Street Rights-Of-Way And The Specific Easement Areas Shown Hereon. (2) The Right To Lay, Construct And Maintain All Public Use Of The Streets And/or Roads And Floodplains And Open Space Where Applicable And For Good And Other Purposes. (3) The Right To Lay, Construct And Maintain All Public Use Of The Streets And/or Roads And Floodplains And Open Space Where Applicable. (4) The Right To Require Dedication Of Waterways And Drainage Easements For The Specific Purpose Of Repair And Maintenance. And (5) That No Building Or Similar Structure Of Any Kind Shall Be Erected On Or Over The Said Easements And Rights-Of-Way. Witness My Hand This 5th Day of May, 2009.

Kennard Warfield, Jr. Family LLLP
 By: Kenneth Warfield, Jr., Resident Agent

DEVELOPER
 Ten Oaks Properties, Inc.
 700 Kennard Warfield, Jr.
 1442 Tridaphnia Road
 Germantown, Maryland 20737
 (410) 462-5347

OWNER
 Kennard Warfield, Jr. Family LLLP
 1442 Tridaphnia Road
 Germantown, Maryland 20737
 (410) 462-5347

FISHER, COLLINS & CARTER, INC.
 PROFESSIONAL LAND SURVEYORS & LAND SUBDIVISION ENGINEERS
 1008 W. W. 2007
 ELLENDALE, MARYLAND 20750

AREA TABULATION THIS SHEET

TOTAL NUMBER OF BUILDABLE LOTS TO BE RECORDED	5
TOTAL NUMBER OF OPEN SPACE LOTS TO BE RECORDED	0
TOTAL NUMBER OF BUILDING LOTS TO BE RECORDED	5
TOTAL AREA OF BUILDING LOTS TO BE RECORDED	20,000 S.F.
TOTAL AREA OF OPEN SPACE LOTS TO BE RECORDED	0 S.F.
TOTAL AREA OF LOTS TO BE RECORDED	20,000 S.F.
TOTAL AREA TO BE RECORDED	20,000 S.F.

APPROVED: For Private Water And Private Sewerage Systems
 Howard County Health Department.

Howard County Health Officer _____ Date _____
 Chief, Development Engineering Division _____ Date _____
 Director _____ Date _____

F-07-039