

**DECLARATION OF PRIVATE DRIVEWAY
EASEMENTS FOR USE IN COMMON FOR
OFFUTT RIDGE HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION OF PRIVATE DRIVEWAY EASEMENTS WITH USE IN COMMON FOR OFFUTT RIDGE HOMEOWNERS ASSOCIATION, INC., dated the 1st of February, 1990, by OFFUTT RIDGE LIMITED PARTNERSHIP, hereinafter called the "Declarant".

R E C I T A L S:

1. Declarant is the fee simple owner of all of the Lots as shown on the Plat entitled "Offutt Ridge Plat 1", "Offutt Ridge Plat 2", and "Offutt Ridge Plat 3" (hereinafter called the "Plat"), which Plat is recorded among the Land Records of Baltimore County in Plat Book S. M. No. 61, at folio 126, et. seq.
2. The Declarant is desirous of establishing Private Driveway Easements with use in common, for the mutual benefit of the Lots as hereinafter stated and to provide for the maintenance of those Private Driveway Easements with use in common.

NOW, THEREFORE, it is covenanted and agreed for the mutual benefit of the Lots as hereinafter stated, the following Private Driveway Easements with use in common are hereby created, subject to the maintenance provisions as provided herein. The locations of the boundaries of the Private Driveway Easements created by this Declaration are and shall conform to the locations as depicted on the Plat.

OFFUTT ROAD

Lots 76 and 77

- A. The owners of Lots 76 and 77 Offutt Road as shown on the Plat, shall have the right to the use in common for both vehicular and pedestrian traffic for the purpose of ingress and egress between their respective Lots and the public street over and across a Private Driveway Easement as depicted on the Plat as a "30' Private Easement".
- B. Cost of maintenance, repairs, or improvements to the Private Driveway Easement described above, including, but not limited to, the cost of snow removal and driveway surface maintenance within the boundaries of the Private Driveway Easement shall be borne by the owners of the Lots.
- C. A trash pad shall be located in the County right-of-way. Each of the owners of Lots 76 and 77 shall have the right to use the trash pad located adjacent to the driveway entrance. It shall be the responsibility of each of the owners to

maintain the trash pad and the cost of maintenance shall be divided among the owners. Each owner shall also maintain at his own expense his existing mailbox and vertical mailbox post located in the County right-of-way. In the event that two mailboxes are installed upon a common vertical mail box post, then the responsibility for maintaining the common vertical mailbox post, and the cost thereof, shall be shared equally by the two owners.

- D. The Private Driveway Easement hereby created shall be deemed to run with the land, to bind and inure to the benefit of each of the Lots. All of the terms, covenants and conditions of this paragraph shall extend to and bind or inure to the benefit of, as the case may be, not only the Declarant, but to its successors, grantees, purchasers, licensees, heirs, legal representatives and assigns, and also to the respective successors, grantees, purchasers, licensees, heirs, legal representatives and assigns of the purchasers of Lots 76 and 77 from the Declarant, except that the obligation of an owner of a Lot to contribute to the maintenance, repair or improvement of the Private Driveway Easement, the trash pads, and the vertical mailbox posts shall be a personal obligation of an owner only with respect to the contributions arising during the period of such owner's ownership of the Lot.
- E. By the written consent of both owners of Lots 76 and 77, the provisions of paragraphs A, B, C and D above may be amended, modified or rescinded, provided that any unanimous written amendment, modification, or rescission, before it shall become effective, shall be first recorded among the Land Records of Baltimore County.

LEMUEL'S COURT

Lots 9, 10, 11, 12

- A. The owners of Lots 9, 10, 11, 12 Lemuel's Court as shown on the Plat, shall have the right to the use in common for both vehicular and pedestrian traffic for the purpose of ingress and egress between their respective Lots and the public street over and across a Private Driveway Easement as depicted on the Plat as a "30' Private Easement".
- B. Cost of maintenance, repairs, or improvements to the Private Driveway Easement described above, including, but not limited to, the cost of snow removal and driveway surface maintenance within the boundaries of the Private Driveway Easement shall be borne by the owners of the Lots.
- C. A trash pad shall be located in the county right-of-way. Each of the owners of Lots 9, 10, 11, and 12 shall have the right to use the trash pad located adjacent to the driveway entrance. It shall be the responsibility of each of the owners to maintain the trash pad and the cost of maintenance shall be

divided among the owners. Each owner shall also maintain at his own expense his existing mailbox and vertical mailbox post located in the County right-of-way. In the event that two mailboxes are installed upon a common vertical mail box post, then the responsibility for maintaining the common vertical mailbox post, and the cost thereof, shall be shared equally by each of the owners.

- D. The Private Driveway Easement hereby created shall be deemed to run with the land, to bind and inure to the benefit of each of the Lots. All of the terms, covenants and conditions of this paragraph shall extend to and bind or inure to the benefit of, as the case may be, not only the Declarant, but to its successors, grantees, purchasers, licensees, heirs, legal representatives and assigns, and also to the respective successors, grantees, purchasers, licensees, heirs, legal representatives and assigns of the purchasers of Lots 9, 10, 11, and 12 from the Declarant, except that the obligation of an owner of a Lot to contribute to the maintenance, repair or improvement of the Private Driveway Easement, the trash pads, and the vertical mailbox posts shall be a personal obligation of an owner only with respect to the contributions arising during the period of such owner's ownership of the Lot.
- E. By the written consent of the majority of owners of Lots 9, 10, 11, and 12, the provisions of paragraphs A, B, C and D above may be amended, modified or rescinded, provided that any unanimous written amendment, modification, or rescission, before it shall become effective, shall be first recorded among the Land Records of Baltimore County.

PEDDICOAT COURT
Lots 71, 72, 73, 74

- A. The owners of Lots 71, 72, 73, and 74 Peddicoat Court as shown on the Plat, shall have the right to the use in common for both vehicular and pedestrian traffic for the purpose of ingress and egress between their respective Lots and the public street over and across a Private Driveway Easement as depicted on the Plat as a "30' Private Easement".
- B. Cost of maintenance, repairs, or improvements to the Private Driveway Easement described above, including, but not limited to, the cost of snow removal and driveway surface maintenance within the boundaries of the Private Driveway Easement shall be borne by the owners of the Lots.
- C. A trash pad shall be located in the County right-of-way. Each of the owners of Lots 71, 72, 73, and 74 shall have the right to use the trash pad located adjacent to the driveway entrance. It shall be the responsibility of each of the owners to maintain the trash pad and the cost of maintenance shall be

divided among the owners. Each owner shall also maintain at his own expense his existing mailbox and vertical mailbox post located in the County right-of-way. In the event that two mailboxes are installed upon a common vertical mail box post, then the responsibility for maintaining the common vertical mailbox post, and the cost thereof, shall be shared equally by each of the owners.

- D. The Private Driveway Easement hereby created shall be deemed to run with the land, to bind and inure to the benefit of each of the Lots. All of the terms, covenants and conditions of this paragraph shall extend to and bind or inure to the benefit of, as the case may be, not only the Declarant, but to its successors, grantees, purchasers, licensees, heirs, legal representatives and assigns, and also to the respective successors, grantees, purchasers, licensees, heirs, legal representatives and assigns of the purchasers of Lots 71, 72, 73, and 74 from the Declarant, except that the obligation of an owner of a Lot to contribute to the maintenance, repair or improvement of the Private Driveway Easement, the trash pads, and the vertical mailbox posts shall be a personal obligation of an owner only with respect to the contributions arising during the period of such owner's ownership of the Lot.
- E. By the written consent of the owners of Lots 71, 72, 73, and 74, the provisions of paragraphs A, B, C and D above may be amended, modified or rescinded, provided that any unanimous written amendment, modification, or rescission, before it shall become effective, shall be first recorded among the Land Records of Baltimore County.

PEDDICOAT COURT
Lots 46, 47, 48, 49

- A. The owners of Lots 46, 47, 48, and 49 Peddicoat Court as shown on the Plat, shall have the right to the use in common for both vehicular and pedestrian traffic for the purpose of ingress and egress between their respective Lots and the public street over and across a Private Driveway Easement as depicted on the Plat as a "30' Private Easement".
- B. Cost of maintenance, repairs, or improvements to the Private Driveway Easement described above, including, but not limited to, the cost of snow removal and driveway surface maintenance within the boundaries of the Private Driveway Easement shall be borne by the owners of the Lots.
- C. A trash pad shall be located in the County right-of-way. Each of the owners of Lots 46, 47, 48, and 49 shall have the right to use the trash pad located adjacent to the driveway entrance. It shall be the responsibility of each of the owners to maintain the trash pad and the cost of maintenance shall be divided among the owners. Each owner shall also maintain at his own

expense his existing mailbox and vertical mailbox post located in the County right-of-way. In the event that two mailboxes are installed upon a common vertical mail box post, then the responsibility for maintaining the common vertical mailbox post, and the cost thereof, shall be shared equally by each of the owners.

- D. The Private Driveway Easement hereby created shall be deemed to run with the land, to bind and inure to the benefit of each of the Lots. All of the terms, covenants and conditions of this paragraph shall extend to and bind or inure to the benefit of, as the case may be, not only the Declarant, but to its successors, grantees, purchasers, licensees, heirs, legal representatives and assigns, and also to the respective successors, grantees, purchasers, licensees, heirs, legal representatives and assigns of the purchasers of Lots 46, 47, 48, and 49 from the Declarant, except that the obligation of an owner of a Lot to contribute to the maintenance, repair or improvement of the Private Driveway Easement, the trash pads, and the vertical mailbox posts shall be a personal obligation of an owner only with respect to the contributions arising during the period of such owner's ownership of the Lot.
- E. By the written consent of the owners of Lots 46, 47, 48, and 49, the provisions of paragraphs A, B, C and D above may be amended, modified or rescinded, provided that any unanimous written amendment, modification, or rescission, before it shall become effective, shall be first recorded among the Land Records of Baltimore County.

PEDDICOAT COURT
Lots 43 and 44

- A. The owners of Lots 43 and 44 Peddicoat Court as shown on the Plat, shall have the right to the use in common for both vehicular and pedestrian traffic for the purpose of ingress and egress between their respective Lots and the public street over and across a Private Driveway Easement as depicted on the Plat as a "20' Private Easement".
- B. Cost of maintenance, repairs, or improvements to the Private Driveway Easement described above, including, but not limited to, the cost of snow removal and driveway surface maintenance within the boundaries of the Private Driveway Easement shall be borne by the owners of the Lots.
- C. A trash pad shall be located in the County right-of-way. Each of the owners of Lots 43 and 44 shall have the right to use the trash pad located adjacent to the driveway entrance. It shall be the responsibility of each of the owners to maintain the trash pad and the cost of maintenance shall be divided between the owners. Each owner shall also maintain at his own expense his existing

mailbox and vertical mailbox post located in the County right-of-way. In the event that two mailboxes are installed upon a common vertical mail box post, then the responsibility for maintaining the common vertical mailbox post, and the cost thereof, shall be shared equally by the two owners.

- D. The Private Driveway Easement hereby created shall be deemed to run with the land, to bind and inure to the benefit of each of the Lots. All of the terms, covenants and conditions of this paragraph shall extend to and bind or inure to the benefit of, as the case may be, not only the Declarant, but to its successors, grantees, purchasers, licensees, heirs, legal representatives and assigns, and also to the respective successors, grantees, purchasers, licensees, heirs, legal representatives and assigns of the purchasers of Lots 43 and 44 from the Declarant, except that the obligation of an owner of a Lot to contribute to the maintenance, repair or improvement of the Private Driveway Easement, the trash pads, and the vertical mailbox posts shall be a personal obligation of an owner only with respect to the contributions arising during the period of such owner's ownership of the Lot.
- E. By the written consent of the majority of owners of Lots 43 and 44, the provisions of paragraphs A, B, C and D above may be amended, modified or rescinded, provided that any written amendment, modification, or rescission, before it shall become effective, shall be first recorded among the Land Records of Baltimore County.

AMANDA COURT
Lots 23, 24, 25, 26, 27

- A. The owners of Lots 23, 24, 25, 26, and 27 Amanda Court as shown on the Plat, shall have the right to the use in common for both vehicular and pedestrian traffic for the purpose of ingress and egress between their respective Lots and the public street over and across a Private Driveway Easement as depicted on the Plat as a "50' Private Easement".
- B. Cost of maintenance, repairs, or improvements to the Private Driveway Easement described above, including, but not limited to, the cost of snow removal and driveway surface maintenance within the boundaries of the Private Driveway Easement shall be borne by the owners of the Lots.
- C. A trash pad shall be located in the County right-of-way. Each of the owners of Lots 23, 24, 25, 26, and 27 shall have the right to use the trash pad located adjacent to the driveway entrance. It shall be the responsibility of each of the owners to maintain the trash pad and the cost of maintenance shall be divided between the owners. Each owner shall also maintain at his own expense his existing mailbox and vertical mailbox post located in the County right-of-way. In the event that two mailboxes are installed upon a common

vertical mail box post, then the responsibility for maintaining the common vertical mailbox post, and the cost thereof, shall be shared equally by each of the owners.

- D. The Private Driveway Easement hereby created shall be deemed to run with the land, to bind and inure to the benefit of each of the Lots. All of the terms, covenants and conditions of this paragraph shall extend to and bind or inure to the benefit of, as the case may be, not only the Declarant, but to its successors, grantees, purchasers, licensees, heirs, legal representatives and assigns, and also to the respective successors, grantees, purchasers, licensees, heirs, legal representatives and assigns of the purchasers of Lots 23, 24, 25, 26, and 27 from the Declarant, except that the obligation of an owner of a Lot to contribute to the maintenance, repair or improvement of the Private Driveway Easement, the trash pads, and the vertical mailbox posts shall be a personal obligation of an owner only with respect to the contributions arising during the period of such owner's ownership of the Lot.
- E. By the written consent of the owners Lots 23, 24, 25, 26, and 27, the provisions of paragraphs A, B, C and D above may be amended, modified or rescinded, provided that any unanimous written amendment, modification, or rescission, before it shall become effective, shall be first recorded among the Land Records of Baltimore County.

WITNESS the due execution of this Declaration of Private Driveway Easements With Use In Common for the Offutt Ridge Homeowners Association by the Declarant.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st day of February, 1990, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Laurie B. Sargent, who acknowledged himself to be the General Partner of OFFUTT RIDGE LIMITED PARTNERSHIP, a Maryland Limited Partnership, the within named Declarant, known to me or satisfactorily proven) to be the person whose name is subscribed to the within Declaration of Private Driveway Easements, and acknowledged that he executed the same for the purposes therein contained as the duly authorized General Partner.