

MEREDITH RIDGE

DECLARATION OF PRIVATE ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS DECLARATION OF PRIVATE ACCESS, MAINTENANCE AND UTILITY EASEMENT is made this 16th day of May, 2003, by Meredith Ridge Associates, Inc., a Maryland corporation (the "Declarant").

RECITALS

A. The Declarant is the fee simple owner of the real property located in Baltimore County, Maryland, including Lots Nos. 1 through 17 (the "Lots") as shown on the plat ("Plat") entitled "Meredith Ridge", which Plat is recorded among the Land Records of Baltimore County, Maryland, in S.M. 75, folio 78 et seq.

B. The Declarant desires and intends to establish four separate easement areas for the use in common and mutual benefit of the respective Lots and the Ratterman Lot (as defined herein), to specify which Lots have the benefit of said easement areas and to provide for the maintenance and control of said easement areas.

NOW, THEREFORE, it is covenanted and agreed for the mutual benefit of the Lots and the Ratterman Lot as herein stated, the following easements are hereby created, subject to all of the provisions of this Declaration of Private Access, Maintenance and Utility Easement ("Private Road Declaration").

1. **Creation of Easements.** The Declarant does hereby create and establish an easement in perpetuity in, on, over and across each Access Easement (as defined below) for the use in common for pedestrian and vehicular access to and from each of the Lots sharing the Access Easement and for the Ratterman Lot subject to the terms and conditions of this Private Road Declaration, and for the sole benefit of the Lots, its Owners (defined below) and the owner of the Ratterman Lot (the owner of the Ratterman Lot hereinafter being referred to as "Ratterman"). In addition to the foregoing, Meredith Ridge Homeowners Association, Inc., a Maryland corporation (the "Association"), its agents and designees, shall have the absolute right to use the Access Easements for the purposes of performing its maintenance obligations or any purposes the Association may deem appropriate or necessary, as are more particularly described in the Declaration of Covenants, Conditions and Restrictions ("Declaration") for the Association. Further, Declarant, each Owner in the Association and Ratterman shall also be entitled to the use of Easement C for ingress and egress to the Pedestrian Access Easement (as defined in the Declaration). as provided in Section 2 d. herein.

a. "Easement A" - Lot 2 as shown on the Plat shall have the benefit to the use in common easement and Lot 3 shown on the Plat shall have the optional benefit to the use in common easement which is reflected as "Private Easement for Ingress, Egress, Maintenance and Utilities" on the Plat and "Easement 'A'" on Exhibit 1 attached hereto.

b. "Easement B" - Lot 12 as shown on the Plat shall have the benefit to the use in

common easement and Lots 11 and 13 depicted on the Plat shall have the optional benefit to the use in common easement, which is shown as “Private Easement for Ingress, Egress, Maintenance and Utilities” on the Plat and “Easement ‘B’” on Exhibit 2 attached hereto.

c. “Easement C” - Lots 7 and 8, as shown on the Plat shall have the benefit to the use in common easement and Lots 6 and 9, shown on the Plat shall have the optional benefit to the use in common easement as shown on the Plat as “Private Easement for Ingress, Egress, Maintenance and Utilities” and “Easement ‘C’” on Exhibit 3 attached hereto. In addition, Ratterman shall be entitled to the shared use of Easement C, provided that Ratterman shall be liable for its pro rata share (as defined herein) and is otherwise subject to the provisions of this Private Road Declaration; and further, provided that Ratterman has obtained the prior written consent of Declarant which consent can be withheld in its sole and absolute discretion.

d. “Easement D” - Lot 5 as shown on the Plat shall have the benefit to the use in common easement and Lot 4 depicted on the Plat shall have the optional benefit to the use in common easement which is shown as “Private Easement for Ingress, Egress, Maintenance and Utilities ” on the Plat and “Easement ‘D’” on Exhibit 4 attached hereto.

e. Easement A, Easement B, Easement C and Easement D shall hereafter be referred to collectively as the “Access Easements” and individually as the “Access Easement”.

2. Use of Access Easements.

a. Ingress and Egress. The Access Easements created by this Private Road Declaration shall be used for the sole purpose of vehicular and pedestrian ingress and egress to the individual Lots and the property located at 14346 Jarrettsville Pike, Phoenix, Maryland 21131 (“Ratterman Lot”) and for the installation and maintenance of utilities, storm water sewers, surface drains and storm water management devices and shall be maintained as such. The parking or stopping of vehicles and the erection of buildings or any other structures of any kind in, on or over any of the Access Easements is specifically prohibited.

b. Utility Lines. Declarant also hereby establishes the right of Ratterman (with Declarant’s prior written consent, which consent can be withheld in its sole and absolute discretion) and any other Owner of any Lot having benefit of any of the Access Easements to install, maintain and replace water lines, gas lines, electric lines and communication lines (the "Utility Lines") underground within the Access Easements. The installation, maintenance or replacement of Utility Lines within the Access Easement shall not obstruct or impede Ratterman’s or any Lot Owner’s ingress or egress and any Lot Owner or Ratterman installing, maintaining or replacing such Utility Lines shall thereafter restore the Access Easement to its previous condition.

c. The Association. The Association, its agents and designees, shall have the absolute right to use the Access Easements as hereinbelow defined for the purposes of performing its maintenance obligations as are more particularly described in the Declaration or for any other purpose

deemed appropriate or necessary by the Association.

d. **Pedestrian Access Easement.** Declarant also hereby establishes a Pedestrian Access Easement over and along Easement C and extending beyond Easement C as shown on the Plat . Ratterman and any Owner of a Lot and its respective invited guest(s) as well as the Association and the Declarant shall have the right to use Easement C for pedestrian, bicycle and other non-motorized ingress and egress to the Pedestrian Access Easement.

3. **Maintenance of Access Easements.**

a. **General Maintenance.** The Access Easements shall at all times be maintained in a safe, clean and orderly condition and in good repair. Such maintenance shall include, but shall not be limited to, removal of snow and ice, mowing of grass shoulders and the repair and replacement of the surface.

b. **Responsibility for Maintenance and Costs.** Each Owner (and Ratterman as to Easement C), shall be responsible for contributing to the cost of maintenance, repair and replacement of the Access Easement it uses so that all of the Lots (and the Ratterman Lot) using such Access Easement may enjoy the equal use and benefit of the Access Easement and the driveway thereon (such maintenance, repair and replacement hereinafter collectively referred to as "Repairs" and the cost therefor referred to as the "Cost of Repairs").

(i) **Initiating Repairs.** In the event the Access Easement requires Repairs, Ratterman and the Owner of any Lot served by such Access Easement may make such Repairs or cause such Repairs to be made (such Owner being hereinafter referred to as the "Initiating Owner") and may advance the Cost for Repairs therefor and shall be entitled to contribution for such Cost from the Owners of the other Lots (and Ratterman in the case of Easement C) sharing that Access Easement, upon compliance with the following procedures:

(a) Except in case of an emergency, before making any Repairs or incurring any Cost for Repairs, the Initiating Owner shall notify the Owner(s) of the other Lot(s) (and Ratterman in the case of Easement C), in writing, sent by certified mail, postage prepaid, return receipt requested, addressed to the Owner(s) of the other Lot(s) affected by the Access Easement (and Ratterman, if applicable), at the mailing address for such Owner(s) (and Ratterman, if applicable) as shown on the Land Assessments Records of Baltimore County, Maryland, of the Repairs proposed, and request that such Owner (and Ratterman, if applicable) consent to the making of such Repairs. If all affected Owners (and Ratterman, if applicable) consent in writing, the Initiating Owner may contract for or make such Repairs and the Owners (and Ratterman, if applicable) shall thereafter be obligated to pay their pro rata share of the Cost of Repairs. For purposes of this Private Road Declaration, "pro rata share" shall be determined as follows: the numerator is one (1) and the denominator is the number of Lots sharing that Access Easement, provided, however, that a Lot and Ratterman Lot shall not be subject to payment of Cost of Repairs until such time as the Owner of said Lot (and Ratterman, if applicable) begins construction of a home or other structure thereon; and

further, provided, in no event shall Declarant be liable for any payment hereunder. In addition, “pro rata share” for Easement C shall have the following formula: the numerator is one (1) and the denominator is the number of Lots sharing Easement C as well as the Ratterman land. Furthermore, Baltimore County shall not be responsible for any costs or expense for the performance of regular maintenance.

The Initiating Owner may demand that the pro rata share of the estimated Cost for Repairs be paid (to be held in escrow) in advance by the Owners of the Lots (and Ratterman, if applicable).

(b) In the event of an emergency, the Initiating Owner may make such Repairs or cause such Repairs to be made and advance the Cost for Repairs without giving notice as provided above. Within fifteen (15) days after making the Repairs, the Initiating Owner shall notify the Owner(s) of the other Lot(s) sharing the Access Easement (and Ratterman, if applicable), in writing, sent by certified mail, postage prepaid, return receipt requested, addressed to the Owner(s) of the other Lot(s) (and Ratterman, if applicable), at the mailing address for such Owners as shown on the Land Assessments Records of Baltimore County, Maryland, of the Repairs made and that the making of the Repairs was an emergency. The Owners (and Ratterman, if applicable) shall then be obligated to pay their respective pro rata share of the cost of such Repairs. The payment shall be due within thirty (30) days after delivery of the notice.

(c) Each Owner (and Ratterman, if applicable) shall reimburse the other Owner(s) (and Ratterman, if applicable) for any expenditures incurred for Repairs to Access Easement damaged through the negligence or willful misconduct of such Owner (and Ratterman, if applicable).

(d) In the event of any dispute between the Owners hereunder (and Ratterman,), such dispute shall be subject to arbitration, at the election of any Owner (or Ratterman, if applicable), by the giving of written notice of such election to the other Owner(s) (and Ratterman, if applicable) and the American Arbitration Association within thirty (30) days after the notifying the Owner(s) (and Ratterman, if applicable) first becomes aware of such dispute. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association in effect at the time, and the decision of the arbitrator shall be final and binding on the Owners (and Ratterman, if applicable) and shall be specifically enforceable under the Maryland Uniform Arbitration Act. There shall be a single arbitrator selected by majority consent of the Owners (and Ratterman, if applicable) within seven (7) days of the request for arbitration. The arbitrator selected shall be impartial and shall have no past or present relationship with any of the Owners or Ratterman.

(e) No Lot Owner with the optional benefit to the use in common of an Easement Area shall be responsible for any Cost of Repairs until such time as that Owner of such Lot begins use of the Access Easement for ingress and egress. Ratterman shall not be responsible for any Cost of Repairs until such time (if any) as Ratterman may commence construction of a home or structure on the Ratterman Lot.

c. **Cost of Repairs.** "Cost for Repairs" as used herein shall mean the actual cost for the Repairs so made or to be made, or the fair market value of the work if the same is performed by an Owner or Ratterman.

d. **Personal Obligation of Owners and Owner of Ratterman Land.** Each Owner, for each of the Lots, and Ratterman, hereby covenant, from time to time hereafter, by accepting a deed therefor, whether or not it shall be so expressed in such deed, and agree to pay his/her/their share of the Cost of Repairs as provided above. The obligation to contribute to the Cost for Repairs shall be binding upon each of the Owners (and Ratterman) only for Repairs made while such Owner (and Ratterman) is the title owner of record of the Lot (and Ratterman Lot). Such obligation is a personal obligation of the Owners of the Lot (and Ratterman) at the time the obligation becomes due. The personal obligation for delinquent Cost for Repairs shall not be binding on a prior or successor Owner (and Ratterman) in title unless expressly assumed by him/her/them.

e. **Maryland Contract Lien Act.** Any lien provided for herein may be established and enforced pursuant to the Maryland Contract Lien Act. The lien is imposed upon the Lot (and Ratterman Lot) against which such assessment is made. The lien may be established, renewed and enforced for damages, costs of collection, late charges permitted by law, and attorney's fees provided for herein or awarded by a court for breach of any of the covenants herein, provided there be but one satisfaction of each and every claim when made.

4. **Indemnification and Individual Liability.**

a. **Indemnification.** Ratterman and all other Owners of the Lots benefited by an Access Easement hereby indemnify and defend the Association, Declarant and the Owner of all other Lots and Ratterman against and holds any such other Owner(s) and Ratterman harmless from any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property arising from or out of the construction, use, operation, maintenance or reconstruction of the access easements or any improvements thereto by such Owner, Ratterman, and their respective agents, contractors, employees, servants or invitees.

b. **Damage from Construction.** Any and all damage to an Access Easement or any Lot occasioned by or in connection with any construction or other activity by any Owner, Ratterman, their respective construction company, or other agent of the Owner or Ratterman upon his Lot shall be repaired by the Owner or Ratterman, as the case may be, responsible therefore at its sole cost and expense and without contribution from any other Owner or Ratterman and said expense shall constitute a lien upon the real property as described herein.

5. **Remedies.**

a. **Legal Action.** Each Owner of a Lot benefited by an Access Easement and Ratterman may proceed at law or in equity to prevent the occurrence or continuance of any violation of any provision of this Private Road Declaration. All costs and expenses of prosecuting any proceeding at law or in equity brought to enforce the provisions of this Private Road Declaration, including reasonable attorneys' fees and expenses, shall be assessed against the Owner of the Lot (or Ratterman, if applicable) against whom a decision is rendered.

b. **Other Remedies.** The legal actions specified herein are not intended to limit any parties' available remedies at law or in equity. Failure of any party to enforce this Private Road Declaration or to enforce any available remedy under this Private Road Declaration shall not constitute a waiver by that party of any right available to it upon future occurrence or continuance of the same or a different violation.

6. **Trash Collection, Mail Delivery Easement and Baltimore County Access.**

a. **Access.** The Baltimore County Department of Public Works and the United States Postal Service or the agents of either department customarily collect trash and deliver mail, respectively, at the point where the Access Easements intersect the main public roadway system. As an inducement to each of those governmental agencies or their agents to extend their respective service over the Access Easements, each of those governmental agencies is hereby granted an easement over all of the Access Easements described herein to perform the above-described services and/or for purposes of inspecting, maintaining and repairing any storm water management facilities located on the property depicted on the Plat, in the agencies' sole discretion and at their option. This grant of access shall not imply any obligation on the part of either agency to exercise its option if it does not so choose.

b. **Indemnification.** The Owner of each Lot benefited by an Access Easement hereby indemnifies and agrees to defend the Baltimore County Department of Public Works, the United States Postal Service, and their respective agents against and holds all such parties harmless from any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property, including but not limited to physical damage to the surface of the Access Easement, arising from or out of the use of the access easement by agents of the above-described governmental agencies in the reasonable exercise of their duties. If required by Baltimore County, the Owner of each Lot agrees and shall execute and deliver to Baltimore County, Maryland, the then current form of indemnification and hold harmless agreement approved by Baltimore County.

c. **Baltimore County Access.** Notwithstanding any provision hereof to the contrary, Baltimore County, its officers, employees and agents shall have a right of ingress and egress over the Access Easements created hereby as shown and noted on the above described Plat.

7. **Miscellaneous.**

a. **Benefit and Burden.** The benefit and burden of each Access Easement hereby created shall run with and bind upon title to the Lots and Ratterman Lot designated herein and upon each Owner and Ratterman thereof from time to time.

b. **Binding Effect.** This Private Road Declaration and all easements, covenants, restrictions, and agreements hereunder shall be binding upon and shall inure to the benefit of the Owners of the Lots and Ratterman, their respective personal representatives, successors and assigns. This Declaration shall create privity of contract in the state with and among the Owners of the Lots and Ratterman and all grantees of all or any part of the Lots and Ratterman Lot, their personal representatives, successors and assigns.

c. **Gender and Number.** As used in this Private Road Declaration, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

d. **Captions.** The captions of this Private Road Declaration are inserted for convenience only and do not constitute a substantive portion of this Private Road Declaration.

e. **Effective Lien.** The lien provided for herein shall not be valid as against a bona fide purchaser of the Lot in question and Ratterman Lot unless a lien has been established pursuant to Section 14-201 *et. seq.* of the Real Property Article or a suit to enforce the same shall have been filed in a Court of record in Baltimore County prior to the recordation among the Land Records of Baltimore County of the deed conveying the Lot in question and Ratterman Lot to such purchaser.

f. **Notices.** Every notice, approval, consent or other communication authorized or required by this Declaration shall not be effective unless the same shall be in writing and hand delivered or sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the addressee thereof at its address appearing in the State of Maryland Department of Assessments and Taxation for Baltimore County with respect to the Lot and Ratterman Lot owned by such addressee or such other address as any party subject to this Declaration may designate to the sender of any such communication by notice given in accordance with this Section.

IN WITNESS WHEREOF, this Declaration of Private Access, Maintenance and Utility Easement has been duly executed as of the day and year first above written.

WITNESS/ATTEST:

MEREDITH RIDGE ASSOCIATES, INC.

_____(SEAL)
Thomas R. Moore, President

STATE OF MARYLAND, County of _____, **TO WIT:**

I HEREBY CERTIFY that on this ____ day of _____, 2003, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas R. Moore, who acknowledged himself to be the President of Meredith Ridge Associates, Inc., a Maryland corporation, and he acknowledged that he, being authorized to do so, executed the foregoing on behalf of the Declarant for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid corporation.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public

My Commission Expires: _____

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared by me, an attorney admitted to practice before the Court of Appeals of Maryland, or under my supervision.

Rachel M. Hess

JOINDER AND CONSENT OF OWNER

RST Properties LLC (hereinafter referred to as "Owner"), hereby agrees that the terms, provisions and covenants contained in the foregoing Declaration of Private Access, Maintenance and Utility Easement ("Declaration") recorded among the Land Records of Baltimore County, Maryland, to which this Joinder is attached, shall run with and bind the title to the Owner's property known as 14346 Jarrettsville Pike, Phoenix, Maryland 21131. Owner agrees to comply with all obligations of Owner under the Declaration

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

OWNER: RST Properties LLC

_____(SEAL)
Stephen R. Smith, General Manager

STATE OF MARYLAND, COUNTY OF _____

I HEREBY CERTIFY, that on this ___ day of _____, _____, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared Stephen R. Smith, known to me (or satisfactorily proven to be), and who acknowledged himself to be the General Manager of the Owner, and that he, as such Owner has signed this instrument for the purposes therein set forth and that the same is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires: _____

Exhibit 1

Easement A

Exhibit 2

Easement B

Exhibit 3

Easement C

Exhibit 4

Easement D