

DECLARATION OF PARTY WALL AND EASEMENT RIGHTS

(Kendall's Choice Townhouse Community in Columbia, Howard County, Maryland)

THIS DECLARATION OF PARTY WALL AND EASEMENT RIGHTS (the "Declaration"), for the Kendall's Choice Townhouse Community is made this 15th day of January, 1990, by COLUMBIA BUILDERS, INC., a Maryland corporation (hereinafter sometimes referred to as the "Declarant").

A. Declarant is the owner in fee simple of the hereinafter described property:

All those certain eighty—five (85) residential town house lots and three (3) Community Open Space lots, as shown and designated on those subdivision plats entitled, "Columbia, Village of Long Reach, Section 3, Area 2, Lots C—1 thru C—88, a Resubdivision of Parcel 'C'," which Plats are recorded among the Land Records of Howard County, Maryland, as Plat 8457 and Plat 8458.

B. Declarant intends to erect upon said residential lots single family attached structures (townhouses) each of which will be attached to an adjoining structure(s) by a wall(s) to be used jointly by the owners of said structures so attached.

C. Declarant wishes to establish certain easements, rights, duties and obligations with respect to those walls which shall be jointly used by owners of structures located upon such residential lots.

NOW, THEREFORE, THIS DECLARATION AS TO ALL THAT CERTAIN PROPERTY DESCRIBED ABOVE, WITNESSETH:

1. Declarant hereby declares that the wall(s) to which any two adjoining structures is attached is a Party Wall, and, further declares that the rights and obligations of the owners of said adjoining structures so attached to said Party Wall shall be joint as between said owners.

2. Declarant hereby creates an easement upon each and every lot which has erected upon it a structure that does not extend to a height as great as that of the wall of the structure or structures to which it is attached. The easements hereby created shall extend for the length of the common side lot lines between adjoining owners shall be four (4) feet in width measured from the common side lot line into the lot upon which the structure of lower height is erected. The lower limit of the easement shall be the ground surface as to that portion of the servient estate which is unimproved and otherwise shall be the exterior surface of the roof of the structure of said lower height: and the upper limit shall be eight (8) feet above the highest point of the elevation of the wall serving the dominant estate structure. The sole purpose of the easements hereby created and enjoyment thereof is specifically restricted to provide the owner of each lot upon which is erected a structure of greater elevation or height than that of its abutting structure or structures with a means of access enabling said owner, at reasonable times, and after prior notice in writing to the owner of the servient estate hereunder, to perform necessary work for the maintenance and

repair of that portion of his structure which extends upwards beyond the structure to which abuts, and to which no other safe and reasonable access exists; provided, however, that the owner of the lot and structure benefited by this easement shall be liable for any damage to the abutting structure on the lot upon which it is erected occasioned by said main tenance or repair work performed by him or his agents acting hereunder.

3. If a Party Wall is extended as the exposed wall of only one of adjoining structures, such extension, whether constructed of the same of a different thickness than the remainder of said Party Wall, shall be treated for all structural and legal purposes the same as the remainder of said Party Wall, with a permanent joint reciprocal easement created over, upon and under so much of each adjoining lot as supports any part of said Party Wall so extended.

4. If any portion of a Party Wall being used jointly by two abutting owners is damaged by any cause, other than the sole action or negligence of either owner or those for whom he is responsible, the same shall be repaired or rebuilt at their joint expense and either party may seek enforcement or satisfaction hereunder by appropriate court proceedings.

THIS DECLARATION SHALL RUN WITH AND BIND THE LOTS HEREIN ABOVE DESCRIBED AS THE SAME ARE TRANSFERRED BY DEED OF CONVEYANCE FROM DECLARANT OR OTHERS CLAIMING BY OR THROUGH DECLARANT. ...

I HEREBY CERTIFY that on this 15 day of JANUARY, 1990, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared B. JAMES GREENFIELD, President of COLUMBIA BUILDERS, INC., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President and acknowledged the same to be the act and deed of said Corporation, COLUMBIA BUILDERS, INC.

IN WITNESS WHEREOF, I hereunto affix my hand and Notarial Seal.