

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8532 p.0822 MSA_CE_62_8387. Date available 3/9/2005. Printed 1/29/2026.

✓✓ LIBER 8532 PAGE 822

BARNES & FRONK P.A.

✓✓ KNOX WOODS

C RC/F 73.9

DECLARATION OF EASEMENTS AND RESTRICTIONS

DECLAR SM CLERK #83372 C001 R02 T12:4 73.00 07/03/90

THIS ~~DECLARATION~~ OF EASEMENTS AND RESTRICTIONS, made this 1st day of May, 1990, by ✓✓ KNOX WOODS COMPANY, INC., a corporation existing under the laws of the State of Maryland (hereinafter referred to as the "Declarant").

RECITALS

1. The Declarant is the owner, in fee simple, of Lots 1, 2, 3, 4 and 5 of the tract of land lying in the Eighth Election District of Baltimore County, Maryland, containing approximately 7.619 acres of land, more or less, as shown on the plat, entitled "Final Subdivision Plat of Knox Woods" (hereinafter referred to as the "Knox Woods Plat"), which Plat is recorded among the Land Records of Baltimore County in Liber SM61, Folio 7, and as hereafter referred to as "Knox Woods."

2. The Declarant is the owner, in fee simple, of Lots 1, 2 and 3 of the tract of land lying in the Eighth Election District of Baltimore County, Maryland, containing approximately 4.31 acres of land, more or less, as shown on the plat, entitled "Final Subdivision Plat of Knox Woods II" (hereinafter referred to as the "Knox Woods II Plat"), which Plat is recorded among the Land Records of Baltimore County in Liber SM61, Folio 141, and as hereafter referred to as "Knox Woods II." Knox Woods and Knox Woods II collectively are referred to as the "Property."

3. Keith A. Manley (deceased) and Alma H. Manley, his wife, executed certain Restrictions, dated December 5, 1988, recorded among the Land Records of Baltimore County at Liber SM8049, Page 269, et seq. (hereinafter, "Restrictions"), which purport to impose certain covenants, conditions, restrictions and reservations on a certain tract of land, comprising Lots 1, 2 and the main house Lot, as more fully described in a Plat prepared by J. Finley Ransome & Associates referred to in said Restrictions. The "main house Lot" may have intended to include the portion of the property herein referred to as Knox Woods II.

4. Declarant, for the purposes of creating and maintaining a general scheme of development and for the protection of the economic interest of Declarant, desires that the Property be subject to the covenants and restrictions hereinafter set forth, for the benefit of Declarant and the future owners of all Lots.

5. That Bradley G. Moore and Gail S. Allen, trustees for the benefit of Sparks State Bank, are the holders of (a) a Deed of Trust, dated January 15, 1990, and recorded among the Land Records of Baltimore County in Liber SM8402, folio 396, covering Lots 1

RECEIVED FOR TRANSFER State Department of Assessments & Taxation for Baltimore County

AGRICULTURAL TRANSFER TAX NOT APPLICABLE

TRANSFER TAX NOT REQUIRED Director of Finance BALTIMORE COUNTY MARYLAND

by AT 6-20-90

SIGNATURE AT DATE 6-20-90

Authorized Signature Richard Skaly Date 6-20-90 Sec. 11-85 Declaratio

through 5 of Knox Woods; and, (b) a Deed of Trust, dated April 27, 1990, and recorded among the Land Records of Baltimore County in Liber SM8492, folio 714, covering Lots 1 through 3 of Knox Woods II. That the said Trustees join in these covenants and restrictions, as their interest may appear.

6. Richard G. Carter Enterprises, Ltd. is the holder of a mortgage, dated January 15, 1990, and recorded among the Land Records of Baltimore County in Liber SM8402, folio 412, covering Lots 1 through 5 of Knox Woods. That the said Richard G. Carter Enterprises, Ltd. joins in these covenants and restrictions, as its interest may appear.

7. Alma H. Manley, by Giles H. Manley, her attorney-in-fact, is the holder of a mortgage, dated April 27, 1990, and recorded among the Land Records of Baltimore County in Liber SM8492, folio 730, covering Lots 1 through 3 of Knox Woods II. That the said Alma H. Manley, by Giles H. Manley, joins in these covenants and restrictions, as her interest may appear, and for the express purpose of acknowledging and confirming that the aforesaid Restrictions, dated December 15, 1988, are not intended to apply to the Lots of Knox Woods II, and that, in any event, this Declaration supersedes and replaces the aforesaid Restrictions.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value, appearance and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property, or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1.1. Architectural Committee.

The "Architectural Committee" shall be those persons designated in Section 3.1 hereof, their successors and assigns.

Section 1.2. Declarant.

"Declarant" shall mean and refer to Knox Woods Company, Inc.

Section 1.3. Declaration.

"Declaration" shall mean and refer to this Declaration of Easements and Restrictions, as the same may, from time to time, be amended.

Section 1.4. Lot.

"Lot" shall mean and refer to those lots shown and designated on the Plat of each of Knox Woods and Knox Woods II.

Section 1.5. Owner.

"Owner" or "Record Owner" shall mean and refer to and include the person, firm, corporation, trustee or legal entity, or the combination thereof, including contract sellers, holding record title to a Lot, either in his, her or its own name, or as joint tenants, tenants-in-common, tenants-by-the-entirety, or tenancy in co-partnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee or other legal entity holds the record title to any one Lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single Record Owner. The term, "Record Owner," however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include any mortgagee named in any mortgage covering any Lot designed solely for the purpose of securing performance of an obligation or payment of a debt.

Section 1.6. Plat of Knox Woods.

"Plat of Knox Woods" shall mean or refer to subdivision plat, entitled "Final Subdivision Plat of Knox Woods," dated June 7, 1989, and recorded among the Land Records of Baltimore County in Plat Book SM61, folio 7, as the same may be amended from time to time.

Section 1.7. Plat of Knox Woods II.

"Plat of Knox Woods II" shall mean or refer to subdivision plat, entitled "Final Subdivision Plat of Knox Woods," dated October 20, 1989, and recorded among the Land Records of Baltimore County in Plat Book SM__, folio __, as the same may be amended from time to time.

Section 1.8. Structure.

"Structure" shall mean and refer to any thing or device (other than trees, shrubbery less than two (2) feet high, if in the form of a hedge and landscaping), the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, radio or television antenna or dish, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (a) any excavation, fill, ditch or other thing or

device which affects or alters the flow of surface waters from, upon or across any Lot, and (b) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.

Section 1.9. Property.

"Property" shall mean and refer to all of the parcels or tracts of land comprising Knox Woods and Knox Woods II, as depicted on the Plat of each said tract of land. Sometimes the Property is referred to as the "subdivision" or the "development."

ARTICLE 2

UTILITIES

Easements along all property lines extending from the property line into each Lot for a width of ten (10) feet are hereby reserved by Declarant for the installation and maintenance of utilities and drainage facilities. All additional easements reserved for those purposes are as shown on the Plat. In addition thereto, the Baltimore Gas & Electric Company, C&P Telephone Company, and any cable television company operating in Baltimore County shall have the right to place upon the Lots, at such locations as may be deemed necessary by them, electrical transformers, transformer pads, telephone pedestals and television cable. The aforesaid companies shall also have the right to use the common driveway for purposes of accessing the Lots in order to maintain their respective distribution systems. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. Declarant reserves the right to place fencing within said easements as is desirable in its discretion; provided, however, that such fencing shall not interfere with said easements.

ARTICLE 3

ARCHITECTURAL CONTROL

Section 3.1. The Architectural Committee shall be composed of three (3) members to be designated by the Declarant. In the event of the death or resignation of a member of the Architectural Committee, the Declarant shall select a new member. If the Declarant fails to name the new member in writing within thirty (30) days of said vacancy, the remaining members shall select a new member. In the event of the death or resignation of any member of the Committee, the remaining member or members shall have full authority to act. After the Declarant or its successors or assigns shall have completed the construction and sale of the entire development, the Declarant shall notify all of the Owners of such event. Not later than sixty (60) days following said

written notice, the Owners, at a meeting duly called upon at least thirty (30) days' written notice, shall, by majority vote, designate the three members of the Architectural Committee, all of which shall be at all times Owners. In the event of the death or resignation of a member of the Architectural Committee, or in the event a member shall cease to be an Owner, the then Owners shall elect the new member within sixty (60) days of said vacancy at a meeting called for that purpose. Should the Owners fail to name a new member within said sixty (60) days, the remaining members of the Architectural Committee shall promptly name the new member. Any member of the Architectural Committee may be removed, with or without cause, by majority vote of the then current Owners.

Section 3.2. No Structure shall be commenced, erected, placed, moved onto, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, unless the plans and specifications therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but, in any event, shall include (a) plans showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structure on adjoining portions of the Property, plans showing all four elevations and roof pitch of all Structures, and the number and location of all parking spaces and driveways on the Lot; and, (b) a grading and landscaping plan for the particular Lot. The plans and specifications, together with a non-refundable fee of One Hundred Dollars (\$100.00), shall be submitted to the Architectural Committee. The plans and specifications must be acted upon by the Architectural Committee within fifteen (15) days after complete submission. If the Architectural Committee fails to act upon said plans and specifications within the aforesaid fifteen (15) day period, the plans and specifications shall automatically be deemed approved. The fee charged for reviewing the plans and specifications shall not be charged more than once, except if the plans and specifications are submitted for different structures.

Section 3.3. The Architectural Committee shall have the right to disapprove the plans and specifications submitted hereunder because of any of the following:

- a. the failure of such plans or specifications to comply with any of the restrictions contained in this Declaration;
- b. failure to include information in such plans and specifications as may have been reasonably requested;
- c. objection to the exterior design, appearance or materials of any proposed Structure;

- d. incompatibility of any proposed Structure with existing Structures upon other Lots in the subdivision;
- e. objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the subdivision;
- f. objection to the grading plan for any Lot;
- g. objection to the color scheme finish, proportions, style or architectural, height bulk or appropriateness of any proposed Structure; or
- h. any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure or Structures inharmonious with the general plan of improvement of the Property or with Structures located upon other lots in the subdivision.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the ground upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 3.4. If any Structure shall be altered, erected or placed upon any Lot, other than in accordance with plans and specifications approved by the Architectural Committee, pursuant to the provisions of this Article 3, such alterations, erections, placement, maintenance or use shall be deemed to have been undertaken in violation of this Article 3, and without the approval required herein, and, in such event, any and all costs and expense to which the Declarant or its assigns or the Architectural Committee shall be put as a result of said violation including, but not limited to, court costs and attorney's fees, shall be the binding personal obligation of the Owner of the Lot in question, as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided for in this Section 3.4 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question, unless a suit to enforce said lien 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 (or mortgage) conveying the lot in question to such purchaser (or subjecting the same to such mortgage).

Section 3.5. Neither Declarant, nor the Architectural Committee, nor any architect or agent thereof, shall be responsible in any way for the defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions herein contained, nor for any structural or other defects in any work done according to such plans and specifications.

ARTICLE 4

GENERAL COVENANTS AND RESTRICTIONS

Section 4.1. All Lots upon the Property shall be used for private, single-family residential purposes only, and no dwelling shall be commenced, erected, altered, placed or permitted to remain on any Lot, other than one (1) detached single-family dwelling. Single-family occupancy shall not be construed to prevent the erection of a dwelling with an attached apartment or living area for use by a member or members of the Owner's family. Nothing herein contained shall prevent the use of a portion of a Lot as a right-of-way for use by other Lots within the subdivision. Residential use shall not bar a home office on the property, provided the Owner of said Lot complies with the applicable zoning regulations of Baltimore County.

Section 4.2. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Declarant. With respect to any of said Lots while owned by the Declarant, the Declarant expressly reserves the right to further subdivide, to alter property lines, to alter setback lines and to otherwise revise the Plats in any respect, subject to applicable Baltimore County regulations and requirements.

Section 4.3. Each Owner shall be responsible for providing driveway access to his Lot from the paved roadway to be constructed upon the private ingress, egress, maintenance and utility easements provided for on the Plats. All driveways shall be paved with a hard, durable surface, such as macadam, concrete, brick pavers and other similar material. Paving shall be complete one (1) year from the date of commencement of construction of a dwelling unit on said Lot.

Section 4.4. No facilities, including poles and wires for the transmission of electricity, telephone antenna, clothes line and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind, including satellite reception dishes, shall be maintained, without the prior written approval of the Architectural Committee.

Section 4.5. No more than seven thousand (7,000) square feet of wooded area on any Lot may be cleared without the express written authorization of the Architectural Committee.

Section 4.6. No poultry, hogs, sheep, cattle and/or similar livestock may be kept on any Lot. Domestic pets are permitted, provided that they are properly housed and the number of such pets does not exceed three (3) dogs and three (3) cats.

Section 4.7. No sign, other than a standard realtor "For Sale" sign, advertising that said Lot or the improvements thereon are for sale, nor other advertising device of any nature, shall be placed on any Lot, unless approved in writing by the Declarant.

Section 4.8. No Structure of a temporary character, such as, but not limited to, a trailer, shack or tent shall be placed or used on any Lot as a residence or for storage or as an auxiliary building, either temporarily or permanently, except that a temporary Structure may be placed or used thereon, if used and operated solely in connection with the construction of permissible permanent improvements; provided, however, that such temporary Structure shall be removed from the premises within thirty (30) days after completion of the construction of the permissible improvement; and, provided, further, that such Structure be removed within a period of one (1) year from the date of a commencement of such construction.

Section 4.9. No lumber, metals, bulk materials, refuse or trash shall be stored or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

Section 4.10. No obnoxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or adjoining property Owners. No snowmobiles, go-carts, motor bikes, trail bikes or other loud engine recreational vehicle shall be run or operated upon any Lot, other than the roads servicing the Property and the driveway and parking area servicing the Lots.

Section 4.11. No Lot shall be so used or maintained so as to cause any erosion of soil or sediment; and, during the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment shall take place.

A construction entrance twelve feet by fifty feet (12'x50') must be built prior to construction, and consist of not less than eight inches (8") of crushed stone, and shall be maintained during construction to minimize sediment runoff and damage to the common driveway adjacent to the construction site. Damage to the common driveway resulting from improperly installed and maintained construction entrances shall be the responsibility of the Lot Owner.

Section 4.12. No commercial vehicles, trailers, boats, buses, campers, recreational vehicles, tractors, or any other vehicles, other than private passenger vehicles in regular operation, shall be maintained regularly on any Lot, unless garaged. All garages shall be side-loading, where possible.

Section 4.13. Owners of Lots shall be responsible for providing shrubbery on the front and side areas adjacent to the dwelling.

Section 4.14. Nothing herein contained shall be deemed to prohibit a Lot Owner from constructing a guest cottage or a bathhouse, either of which shall not exceed one thousand two hundred (1,200) square feet in total floor area. Similarly, a Lot Owner may erect garden sheds, greenhouses or other similar accessory Structures. Construction of any of the foregoing shall be subject to the review and approval of the Architectural Committee, as provided in Article 3 above. No above-ground pools will be allowed.

Section 4.15. Any Structure constructed on any Lot shall be completed within one (1) year from the start of construction.

Section 4.16. These restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations or any kind of any governmental authority. In the event of any such conflict, the most restrictive provisions of such laws, rules, regulations or this Declaration shall be taken to govern and control.

Section 4.17. Each Owner shall keep each Lot owned in good order and properly maintained at all times. All Lots shall be kept free from rubbish and trash of any kind, clean and with lawns, including the area between the Lot line and the paved portion of the road, neatly mowed a minimum of three (3) times per growing season, so that grass and weeds do not exceed eight (8) inches in height. The Owner of each Lot upon which Declarant has constructed a fence shall be responsible for the repair and maintenance of so much of the fence as shall have been installed on the respective Lot. In the event the Owner(s) of any Lot does not so maintain his Lot or fence thereon, Declarant or Architectural Committee, after all Lots have been transferred by

Declarant, shall have the right to enter upon said Lot to repair or maintain the fence, and/or to cut or remove the grass, weeds, rubbish or trash, and the Owner of any Lot so benefitted shall pay reasonable charges for such services as are determined by Declarant or Architectural Committee, respectively.

ARTICLE 5

EASEMENTS

Section 5.1. The Property shall be subject to three (3) separate Easements for ingress, egress, maintenance and utilities, as depicted on the Plats and described in Attachment A hereunto appended and incorporated by reference.

Section 5.2. The cost of maintenance and repair of each Easement, including, but not limited to, the cost of repairing the macadam driveway, snow removal therefrom, and cost of mowing the grass shoulders on either side of the macadam driveway, shall be borne by the Owners of the respective Lots in the percentages indicated below. At such time and from time to time as the Owners of said Lots determine to maintain and/or repair the respective Easement and improvements thereto, the types and nature of said maintenance and/or repair shall be determined by a majority vote of the Owners of Lots benefitted by the respective Easement.

The rights, privileges, obligations and responsibilities created in this Declaration shall run with the land, be binding as to the said Lots, and be enforceable against the said Lots.

Section 5.3. a. The percentage applicable to Easement A described on the Plat of Knox Woods II to benefit Lots 1, 2 and 3 shall be:

Lot 1 - 20%
Lot 2 - 60%
Lot 3 - 20%

b. The percentage applicable to Easement B described on the Plat of Knox Woods to benefit Lots 1, 2 and 3 shall be:

Lot 1 - 20%
Lot 2 - 60%
Lot 3 - 20%

c. The percentage applicable to Easement C described on the Plat of Knox Woods to benefit Lots 4 and 5 shall be:

Lot 4 - 50%
Lot 5 - 50%

ARTICLE 6DURATION AND AMENDMENT

Section 6.1. This Declaration shall be deemed covenants running with the land and/or charges and liens upon the land, and any and every conveyance of any part of the Property shall be absolutely subject to the provisions hereof, whether or not it shall be so expressed in the deed, lease or other conveyance thereof. The provisions of this Declaration shall inure to the benefit of and shall be enforceable by the Declarant and the Owner of any Lot, their respective legal representatives, heirs, successors and assigns until December 31, 2009. From and after December 31, 2009, the provisions in this Declaration (with exception of Article 2) may be amended and/or terminated in their entirety by an instrument signed by not less than seventy-five percent (75%) of Owners of the Lots and one hundred percent (100%) of all mortgagees of Owners of the Lots, which instrument shall be filed for recording among the Land Records of Baltimore County, Maryland, or such other place of recording as may be appropriate at the time of the execution of such instrument; provided, however, that the Declarant, its successors and assigns, reserves the right to waive any portion of the provisions of Articles 3, 4 and 5 hereof as the Declarant may deem necessary and in the best interests of the subdivision, as determined by the Declarant, in its sole discretion, from time to time. Any such waiver by the Declarant, as aforesaid, shall be in writing and a copy thereof shall be filed with the Architectural Committee and a copy thereof shall be available to all Owners upon request. The Declarant, its successors and assigns, reserves the right to amend, alter, modify or delete any or all portions of the provisions of this Declaration as Declarant may deem necessary and in the best interest of the subdivision, as determined by the Declarant, in its sole discretion from time to time; provided, however, that no amendment, alteration, modification or deletion of any or all portions hereof may be made by Declarant following the transfer of title by Declarant to initial purchasers of more than fifty percent (50%) of the Lots.

ARTICLE 7GENERAL

Section 7.1. The failure of the Declarant or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns to enforce any restriction herein contained shall in no event be considered a waiver of the right to do so thereafter as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

Section 7.2. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 7.3. Any party to a proceeding who succeeds in enforcing a provision hereof or enjoining the violation of a provision against a Lot Owner may be awarded a reasonable attorney's fee against such Lot Owner. A Lot Owner who succeeds in a proceeding against him or her by any party in enforcing any provision or enjoining the violation of a provision against said Lot Owner may be awarded a reasonable attorney's fee against the party initiating said proceeding, provided that such proceeding was initiated in bad faith or was based upon malicious, frivolous or arbitrary claims.

Section 7.4. The Declarant and the Architectural Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication to the contrary, its construction or interpretation, shall be final and binding as to all persons or property benefitted or bound by the provisions thereof.

Section 7.5. Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of this interest in any real property subject hereto.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and year first above written.

ATTEST:

KNOX WOODS COMPANY, INC.

William G. Barnes

By: Gordon D. Fronk (SEAL)
Gordon D. Fronk, President

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

to wit:

I HEREBY CERTIFY that on this 14th day of May, 1990, before me, the Subscriber, a Notary Public of the state and county aforesaid, duly commissioned and qualified, personally appeared GORDON D. FRONK, who acknowledged himself to be the President of KNOX WOODS COMPANY, INC., and that he, as such President, being authorized to do so, acknowledged and executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, as President.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8532 p.0833 MSA_CE_62_8387. Date available 3/9/2005. Printed 1/29/2026.

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



Judith S. Early
Notary Public

My Commission expires July 1, 1990.

CONSENT TO DECLARATION

Bradley G. Moore and Gail S. Allen, Trustees, holders of (a) a Deed of Trust for the Benefit of Sparks State Bank, dated January 15, 1990, and recorded among the Land Records of Baltimore County in Liber SM8402, folio 396, covering Lots 1 through 5 of Knox Woods; and, (b) a Deed of Trust for the Benefit of Sparks State Bank, dated April 27, 1990, and recorded among the Land Records of Baltimore County in Liber SM___, folio___, covering Lots 1 through 3 of Knox Woods II, hereby consent to the recordation of the above-referenced Declaration of Easements and Restrictions.

✓ *Bradley G. Moore*
Bradley G. Moore, Trustee
✓ *Gail S. Allen*
Gail S. Allen, Trustee

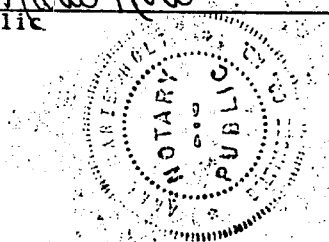
STATE OF MARYLAND)
COUNTY OF BALTIMORE) to wit:

THIS IS TO CERTIFY that on this 16 day of May, 1990, before me, a Notary Public in and for the state and county aforesaid, personally appeared BRADLEY G. MOORE, Trustee, and made oath in due form of law that he executed the foregoing instrument in his capacity as Trustee to evidence consent as the holder of a deed of trust.

AS WITNESS, my hand and seal.

Anne Marie Holt
Notary Public

My Commission expires July 1, 1990.



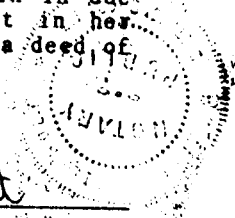
BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8532 p.0834 MSA_CE_62_8387. Date available 3/9/2005. Printed 1/29/2026.

STATE OF MARYLAND)
COUNTY OF BALTIMORE) to wit:

THIS IS TO CERTIFY that on this 16 day of May, 1990, before me, a Notary Public in and for the state and county aforesaid, personally appeared GAIL S. ALLEN, Trustee, and made oath in due form of law that she executed the foregoing instrument in her capacity as Trustee to evidence consent as the holder of a deed of trust.

AS WITNESS, my hand and seal.

Donna Marie Holt
Notary Public



My Commission expires July 1, 1990.

CONSENT TO DECLARATION

Richard G. Carter Enterprises, Ltd., holder of a Mortgage, dated January 15, 1990, and recorded among the Land Records of Baltimore County in Liber SM8402, folio 412, covering Lots 1 through 5 of Knox Woods, hereby consents to the recordation of the above-referenced Declaration of Easements and Restrictions.

✓ RICHARD G. CARTER
ENTERPRISES, LTD.

By: *Robert Pollock*
Robert Pollock, President

STATE OF MARYLAND)
COUNTY OF BALTIMORE) to wit:

I HEREBY CERTIFY that on this 16 day of May, 1990, before me, the Subscriber, a Notary Public of the state and county aforesaid, duly commissioned and qualified, personally appeared ROBERT POLLOCK who acknowledged himself to be the President of RICHARD G. CARTER ENTERPRISES, LTD., and that he, as such President, being authorized to do so, acknowledged and executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, as President.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8532 p.0835 MSA_CE_62_8387. Date available 3/9/2005. Printed 1/29/2026.

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



Judith L. Early
Notary Public

My Commission expires July 1, 1990.

CONSENT TO DECLARATION

ALMA H. MANLEY, by Giles H. Manley, her Attorney-in-Fact, holder of a Mortgage, dated April 29, 1990, and recorded among the Land Records of Baltimore County in Liber SM ____, folio ____, covering Lots 1 through 3 of Knox Woods II, hereby consents to the recordation of the above-referenced Declaration of Easements and Restrictions.

Giles H. Manley
Giles H. Manley, Attorney-in-Fact
for Alma H. Manley

STATE OF MARYLAND)
COUNTY OF BALTIMORE) to wit:

THIS IS TO CERTIFY that on this 30th day of May, 1990, before me, a Notary Public in and for the state and county aforesaid, personally appeared GILES H. MANLEY, Attorney-in-Fact for ALMA H. MANLEY, and made oath in due form of law that he executed the foregoing instrument to evidence consent as the holder of a mortgage.

AS WITNESS my hand and seal.



Judith L. Early
Notary Public

My Commission expires July 1, 1990.

RETURN TO:

Gordon D. Fronk
Suite 120
2324 West Joppa Road
Lutherville MD 21093
(301) 321-8090

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8532 p.0836 MSA_CE_62_8387. Date available 3/9/2005. Printed 1/29/2026.

EASEMENT A

EASEMENT FOR INGRESS, EGRESS, MAINTENANCE AND UTILITIES FOR LOTS 1, 2 AND 3, KNOX WOODS II, EIGHTH ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND

Beginning for the same at a point situated on the southeasternmost right-of-way line of Knox Avenue as now widened and shown on the final subdivision plat of Knox Woods II, and recorded among the Land Records of Baltimore County in Plat Book SM61, folio 141 (herein, "Knox Woods II Plat"), said point being situated North 23 degrees 29 minutes 14 seconds East 5.14 feet from the westernmost common corner of Lots 2 and 3; thence, leaving said right-of-way line of Knox Avenue and running over, across and through Lot 3 South 53 degrees 08 minutes and 24 seconds East 265.39 feet to a point situated on the easternmost common line of Lots 2 and 3; thence, running South 22 degrees 38 minutes 38 seconds West 30.95 feet to a point situated on the easternmost common line of Lots 2 and 1; thence, leaving said line and running over, across and through Lot 1 parallel and distant 30.00 feet, measured at a right angle from the first line described herein North 53 degrees 08 minutes 24 seconds West 265.86 feet to a point situated on the southeasternmost right-of-way line of Knox Avenue, said point being situated South 23 degrees, 29 minutes 14 seconds West 5.14 feet from the westernmost common corner of Lots 1 and 2; thence, running with and binding on said right-of-way line North 23 degrees 29 minutes 14 seconds East 30.84 feet to the point of beginning. Containing 7,969 square feet or 0.1829 acres of land, more or less.

Being a private 30.00 feet wide ingress, egress, maintenance and utility easement, with use in common of Lots 1, 2 and 3, as shown on the Knox Woods II Plat.

EASEMENT B

DESCRIPTION OF 40.00 FOOT WIDE PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT FOR LOTS 1, 2 AND 3 KNOX WOODS, EIGHTH ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND

Beginning for the same at a point situated on the southeasternmost right-of-way line of Knox Avenue as now widened and shown on the final subdivision plat of Knox Woods, as recorded among the Land Records of Baltimore County in Plat Book SM61, folio 007 (herein, "Knox Woods Plat"), said point also being situated North 23 degrees 29 minutes 14 seconds East 10.00 feet from the northwest-most corner of Lots 1 and 2, thence leaving said right-of-way line and running over, across and through Lot 1 South 66 degrees 30 minutes 46 seconds East 240.00 feet to a point

ATTACHMENT A

Easements A, B, C
Knox Woods
8 May 1990
Page 2 0061D

intersecting the easternmost line of division between Lots 1 and 2; thence, running South 23 degrees 29 minutes 14 seconds West 40.00 feet to a point on the easternmost line of division of Lots 2 and 3; thence, leaving said line and running over, across and through Lot 3, parallel to and distant 40.00 feet measured at a right angle from the first line described herein, North 66 degrees 30 minutes 46 seconds West 240.00 feet to a point that intersects the above-mentioned southeasternmost right-of-way line of Knox Avenue, said point being situated South 23 degrees 29 minutes 14 seconds West 10.00 feet from the northwesterlymost corner of Lots 2 and 3, as shown on the above-mentioned plat; thence, running with and binding on said right-of-way line North 23 degrees 29 minutes 14 seconds East 40.00 feet to the point of beginning. Containing 9,600 square feet or 0.2203 acres of land, more or less.

Being a 40.00 foot wide private easement for ingress, egress, maintenance and utilities for the use in common of Lots 1, 2 and 3, as shown on the final subdivision plat of Knox Woods, as recorded among the Land Records of Baltimore County in Plat Book SM61, folio 007.

EASEMENT C

DESCRIPTION OF 40.00 FOOT WIDE PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT FOR LOTS 4 AND 5, KNOX WOODS, EIGHTH ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND

Beginning for the same at a point situated on the southeasternmost right-of-way line of Knox Avenue as now widened and shown on the final subdivision plat of Knox Woods, as recorded among the Land Records of Baltimore County in Plat Book SM61, folio 007 (herein, "Knox Woods Plat"); said point being situated along the 1,280.00 foot radius at a distance of 85.00 feet southwesterly from the northwesternmost common corner of Lots 4 and 5; thence, running with and binding on said right-of-way line with a curve to the right having a radius of 1,280.00 feet, an arc length of 100.01 feet, and being subtended by a chord bearing and distance North 21 degrees 04 minutes 13 seconds East 99.98 feet to a point; thence, leaving said right-of-way line and running over, across and through Lots 4 and 5 the following four courses and distances: South 64 degrees 48 minutes 55 seconds East 170.58 feet to a point; thence, South 25 degrees 11 minutes 05 seconds West 30.00 feet to a point; thence, parallel to and distant 30.00 feet measured at a right angle from the second line described herein North 64 degrees 48 minutes 55 seconds West 97.00 feet to a point; thence, South 68 degrees 47

LIBER 8532 PAGE 839

BARNES & FRONK P.A.

Easements A, B, C
Knox Woods
8 May 1990
Page 3 0061D

minutes 14 seconds West 96.29 feet to the point of beginning.
Containing 7,640 square feet or 0.1754 acres of land, more or less.

Being a private easement for ingress, egress, maintenance and
utilities for the use in common of Lots 4 and 5, as shown on the
Knox Woods Plat.