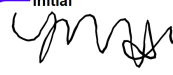


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DECLARATION OF RIGHT OF WAY

AND

MAINTENCE AND IMPROVEMENT COVENANT

This Declaration of Right of Way and Maintenance and Improvements Covenant ("Declaration") is made on this 24th day of April, 2001 by Lillian B. Gottschalk ("Declarant").

Explanatory Statement

Declarant is the owner in fee simple of a certain tract of land situate in the Eighth Election District of Baltimore County, Maryland, being lots 1 and 2, as shown on a plat entitled "Minor Subdivision of Gottschalk Property", which plat is recorded among the Land Records of Baltimore County in Liber No. 94, folio 168, (hereinafter referred to as the Gottschalk Property), a copy of said plat hereinabove described, being attached hereto as Exhibit A.

Declarant, by way of this Declaration, creates a driveway and right of way for themselves and for subsequent owners of the enumerated lots and creates the obligation for the maintenance of said driveway and the right of way.

Nothing herein contained shall in any way affect or encumber any other property belonging to Declarant, whether or not described on Exhibit A attached hereto.

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NOW, THEREFORE, it is covenanted and agreed that the following right of way and improvements covenants are created for the mutual benefit of the lots, subject to the maintenance provisions contained herein:

1. The owners of Lots 1 and 2 shall have the right to use in common of the right of way shown as Easement for Ingress, Egress, Maintenance and Utility Easement ("Easement") shown as the crosshatched area () on the attached Exhibit A.
2. A Common Driveway ("Common Driveway") will be constructed. The cost of the maintenance of the right of way described above, including, but not limited to, the cost of mowing the grass shoulders, snow removal, and repair of the Common Driveway shall be shared proportionally by the owners of Lots 1 and 2. Included in the right of way shall be a right to the installation, maintenance, repair and upkeep of such underground utilities, including meters within the right of way, as are necessary for the lots. These include, but are not limited to, water, sewer, gas, electric, telephone, and television. Cost of the repair of these facilities shall be borne by the individual lot owner whose utility is being repaired or installed.
3. The word "owner" shall mean the record owner of the lot that is subject to this Declaration, and if more than one person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title, all of the same, as a unit or not otherwise, shall be deemed a single owner. However the term

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“owner” 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 the holder of any deed of trust or mortgage covering any lot designed solely for the purpose of securing performance of an obligation or payment of a debt.

4. The Common Driveway shall be for the use and benefit of the owners of the lots, now or in the future, to be used jointly and in common by the present and all future owners and occupants thereof for purposes of pedestrian and vehicular ingress and egress to and from the improvements now or hereafter constructed on the lots and the public street; and also to be used for purposes of installation and maintenance of all underground utilities benefiting the lots and located underground in or within the Easement.
5. Any dispute among the owners of the lots involving the maintenance and/or repair of the Common Driveway or Easement area or involving assessments of such maintenance and /or repairs, if any, shall be resolved by agreement of the owners. If the owners of the said lots can not reach an agreement as to the maintenance or replacement of the driveway or easement area, either owner may hire a licensed, neutral third party to consult on the issue. This third party should be an expert in the matter at issue, for example, but not limited to a civil engineer. The said third party will act as the deciding vote between the owners as to the need for maintenance and/or repair and the type of work to be performed. It is agreed that the cost of the services for this third party will be split evenly among the owners, and it is further agreed that the third party's

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decision shall be binding among the owners. All work recommended by the third party shall be commenced within twenty (20) days of the said third party distribution of his decision by registered or certified mail, return receipt requested to all of the owners as defined herein. All work shall be completed promptly and time is of the essence in such repairs.

6. If any lot owner does not promptly pay its share of the cost and expense for the care, maintenance and repair of the Common Driveway and /or Easement Area, then the other owner shall have a lien upon the non-contributing owner's lot by filing a claim of lien among the Land Records of this County for such unpaid share, together with interest at the rate of ten (10) percent per annum from the date that such costs and expenses are incurred until the entire amount plus interest is paid in full. Any party seeking to create a lien in accordance with the provisions of this paragraph shall give written notice to the party against whom the lien is sought, which notice shall be given by registered or certified mail, return receipt requested, and which notice shall conform to the requirements listed in Section 14-203 (b) of the Maryland Contract Lien Act, Section 14-201 et seq., MD. Real Property Code Ann., as amended.
7. Each owner shall be fully responsible for any and all damages caused to the Common Driveway and/or Easement area as a result of it negligence or the use of this area by any construction vehicles or equipment. Each owner shall promptly repair, at its sole cost and expense, any and all such damage caused by it or its family members, guests, invitees, agents, contractors, or employees

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etc. as a result of the foregoing. If such owner does not promptly repair such damage within fifteen (15) days from the date that such damage has occurred, then the other owner may repair such damage and shall have a lien as described above on the lot of the owner responsible for such damage, provided however, that said owner comply with the provisions of paragraph 6 herein for the establishment of a lien.

8. The cost of driveways, driveway connections and aprons from any improvements on a lot to the Common Driveway and the costs of the care, maintenance and repair of any such driveways, driveway connections and aprons shall be borne by the respective lot owner with respect to which the same are designed for ingress and egress.
9. The benefits and burdens of this common easement shall run for the full length and width of the Easement. The Easement shall not be used for parking any vehicle. The owner of each lot may plant shrubs, flowers and/or perform other landscaping within the Easement as located on its respective lot at their sole expense; provided, however, that no obstruction will be permitted that prevents the free access by the owner of any lot or the occupants thereof, their guests, invitees, employees, agents, or contractors, etc., or that materially interferes with the visibility along the Easement.
10. Any lien for the maintenance, care and repair obligations provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot; provided, however, that such subordination shall apply only to the maintenance, care and repair obligations that have become due and

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payable prior to a sale or transfer of such lot pursuant to decree of foreclosure, or any other proceeding in lieu of foreclosure. Such foreclosure sale or transfer in lieu thereof shall not relieve such lot from liability for any maintenance, care and repair obligations thereafter becoming due, nor from any lien as a result of the failure of any owner to pay such subsequent maintenance, care and repair obligations.

11. The personal obligations of the then owner of each lot to pay such maintenance, care and repair obligations occurring during its ownership of such lot shall be and remain its personal obligation, notwithstanding any voluntary or involuntary sale or conveyance of its property.
12. These easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title and interest in the described property, or any part thereof, and shall inure to the benefit of each owner thereof and the respective personal representatives, successors, and assigns of each owner.

AS WITNESS the seal and signature of Lillian B. Gottschalk, Declarant,
the day and year first above written.

Witness:

Lillian B. Gottschalk
4/24/01
Lillian B. Gottschalk

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STATE OF CALIFORNIA, VENTURA COUNTY, TO WIT:

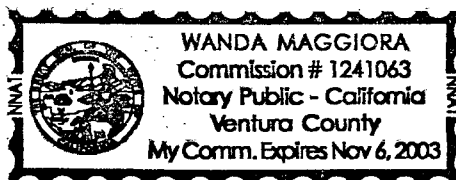
I hereby certify, that on this 24th day of APRIL, 2001, before me the subscriber, personally appeared Lillian B. Gottschalk, ~~known to me~~, or satisfactorily proven to be the person whose name is subscribed to the within instrument, and did further acknowledge the foregoing Declaration of Restrictions to be her act, and in my presence signed and sealed the same.

WITNESS MY HAND AND NOTARIAL SEAL.

Wanda Maggiora

Notary Public

My Commission Expires: 11-6-03





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State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.
(Type or Print in Black Ink Only — All Copies Must Be Legible)

1	Type(s) of Instruments	☐ Check Box if Addendum Intake Form is Attached.	
	Deed	Mortgage	☒ Other <u>Right of Way</u>
	Deed of Trust	Lease	
2	Conveyance Type Check Box	Improved Sale	Unimproved Sale
	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]
3	Tax Exemptions (if Applicable)	Recordation	
	Cite or Explain Authority	State Transfer	
		County Transfer	<u>Exempt</u>

IMPROVED SALE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
RECEIVED BALTIMORE COUNTY CLERK'S OFFICE
JUL 06, 2001
RCPT # 94936
BLK # 534
10:52 am

4	Consideration and Tax Calculations	Consideration Amount	Finance Office Use Only
	Purchase Price/Consideration	\$ 0	Transfer and Recordation Tax Consideration
	Any New Mortgage	\$	Transfer Tax Consideration
	Balance of Existing Mortgage	\$	X () % = \$
	Other:	\$	Less Exemption Amount — \$
	Other:	\$	Total Transfer Tax = \$
	Full Cash Value	\$	Recordation Tax Consideration
			X () per \$500 = \$
			TOTAL DUE \$

5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:
	Recording Charge	\$	20	\$	
	Surcharge	\$	5	\$	Tax Bill:
	State Recordation Tax	\$		\$	C.B. Credit:
	State Transfer Tax	\$		\$	Ag. Tax/Other
	County Transfer Tax	\$		\$	
	Other	\$		\$	
	Other	\$		\$	

6	Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).						☐ (5)
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)
		<u>Gottschalk Property</u>	<u>1+2</u>			<u>94-168</u>	
		Location / Address of Property Being Conveyed (2)					
		<u>Stablersville Rd</u>					
		Other Property Identifiers (if applicable)					Water Meter Account No.
		Residential ☐ or Non-Residential ☐	Fee Simple ☐ or Ground Rent ☐	Amount:		<u>25</u>	
		Partial Conveyance? ☐ Yes ☐ No	Description/Amt. of SqFt/Acreage Transferred:				
		If Partial Conveyance, List Improvements Conveyed:					

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		<u>Lillian Gottschalk</u>	
		Doc. 1 Owner(s) of Record, if Different from Grantor(s)	Doc. 2 Owner(s) of Record, if Different from Grantor(s)

8	Transferred To	Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
		New Owner's (Grantee) Mailing Address	

9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10	Contact/Mail Information	Instrument Submitted By or Contact Person	☐ Return to Contact Person
	Name:	<u>CAROL BARON</u>	☐ Hold for Pickup
	Firm:	<u>Security Title</u>	☐ Return Address Provided
	Address:	<u>65 Calver St</u>	
		<u>Balt MD</u>	
		Phone: (410) <u>727-4456</u>	

11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information
		Yes ☐ No ☐ Will the property being conveyed be the grantee's principal residence?
		Yes ☐ No ☐ Does transfer include personal property? If yes, identify: _____
		Yes ☐ No ☐ Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line							
☐ Terminal Verification	☐ Agricultural Verification	☐ Whole	☐ Part	☐ Tran. Process Verification			
Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:				
Year	20	20	Geo.	Map	Sub	Block	
Land			Zoning	Grid	Plat	Lot	
Buildings			Use	Parcel	Section	Occ. Cd.	
Total			Town Cd.	Ex. St.	Ex. Cd.		

REMARKS:

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15267 p.0149 MSA_CE_62_15122. Date available 3/7/2005. Printed 6/22/2026.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [Signature]
Authorized Signature
Date 6/26/01 Sec 33.129 Dec