

**DECLARATION OF EASEMENT  
FOR PRIVATE ENTRANCE FEATURE AND LANDSCAPING  
AND COVENANT FOR MAINTENANCE**

THIS DECLARATION is made this 15 day of May, 1994, by  
UPCHURCH PROPERTY PARTNERSHIP, hereinafter referred to as  
"Declarant".

WHEREAS, Declarant is the owner of certain real property  
located in Howard County, State of Maryland, and more  
particularly described in a certain Partnership Agreement dated  
April 27, 1994 and recorded among the Land Records of Howard  
County, Maryland in Liber 3235 at folio 410, and

WHEREAS, Declarant is in the process of subdividing said  
land into certain additional lots which shall be shown on a Plat  
entitled, "Fulton Manor, Lots 1, 2 and 3"; which Plat is  
intended to be recorded among the Land Records of Howard County  
sometime hereafter, and

WHEREAS, a portion of Lot 1 as shown on the aforesaid new  
Plat of Subdivision will be used as a private entrance feature  
with appurtenant landscaping for the benefit of Lot 1 and  
various other parcels, and

WHEREAS, Declarant desires to create, in perpetuity, an  
easement for such purposes.

**PAYMENT OF TAXES  
NOT NECESSARY**

*B. F. Seawall*  
DIRECTOR OF FINANCE OF HOWARD COUNTY

1

1-1/2" x 11" SURETY 2.00  
POSTAGE & HAND 0.50  
RECORDING FEE 24.00  
TOTAL 26.50  
RECEIVED POSTAL  
MIS. NO. 51-113-1  
JUN 28 1994 10:10 AM



NOW THEREFORE, THIS DECLARATION WITNESSETH:

1. The Declarant, for itself, its successors and assigns, does hereby affirm, declare and create a perpetual easement in, through, over and across the area of ground more particularly described and designated on Exhibit "A" attached hereto.

2. The easement described in and created pursuant to the provisions of Paragraph 1 above, shall be for the purpose of a private entrance feature with appurtenant landscaping for the benefit of all real property currently owned by the Declarant, Upchurch Property Partnership, and shall be a burden upon the parcel on which the same is located, and shall be for the benefit of the parcel(s) served thereby, and shall run with and bind the land in perpetuity.

3. In order to provide for the common maintenance of the entrance feature and landscaping improvements installed or to be installed in, through, over and across the above described easement area, Declarant, for itself, its successors and assigns, does hereby covenant and declare as follows:

A. All costs of maintenance of the private entrance feature and landscaping improvements installed or to be installed in the above-described easement area, shall be borne in equal shares by the owners of benefiting parcels; as



determined by their use, as a means of ingress and egress, of the new road to be constructed to the west of the easement area.

B. For a period of three years from the date of this Declaration, Declarant, or its designee, shall make all decisions with regard to maintenance and/or improvements to the easement area. Thereafter, all decisions with regard to maintenance and/or improvements to the easement area shall be made by the owners of a majority of the parcels benefitted thereby. In the event of a tie, Declarant or its designee shall cast the deciding vote.

C. Any and all obligations created by or arising out of the provisions of sub-paragraph A and B above shall be personal only with the owners of the parcels at the time that the costs in question are incurred and shall not be a lien or charge upon any of the parcels at any time.

4. Any dispute arising out of this Declaration shall be decided by binding arbitration pursuant to the then existing rules and regulations of the American Arbitration Association. The Declarant and/or any owner and/or an appropriate homeowners association may enforce the provisions herein and shall be entitled to reasonable attorneys fees, prejudgment interest at a rate of one percent (1%) per month and costs against any defaulting party.



IN WITNESS WHEREOF, Declarant has executed these presents  
the day and year first above written.

UPCHURCH PROPERTY PARTNERSHIP  
BY:

Landis A. Grubel  
Witness

Earl Collins  
Earl Collins, Managing Partner

STATE OF MARYLAND, COUNTY OF PRINCE GEORGES TO WIT:

I HEREBY CERTIFY, that on this 11 day of April,  
1994, before me, the subscriber, a Notary Public of the State  
aforesaid, personally appeared Earl Collins, Managing Partner of  
Upchurch Property Partnership, known to me or proven to be the  
persons whose names are subscribed to the within instrument, and  
acknowledged that he executed the same as Managing Partner, for  
the purposes therein contained and that he had appropriate  
Partnership authority to do so.

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



Marie Green  
Notary Public

My Commission Expires: 11/1/95

AFTER RECORDING, RETURN ORIGINAL TO:  
Jack R. Cooper, P.A.  
5950 Symphony Woods Road, Suite 310  
Columbia, Maryland 21044

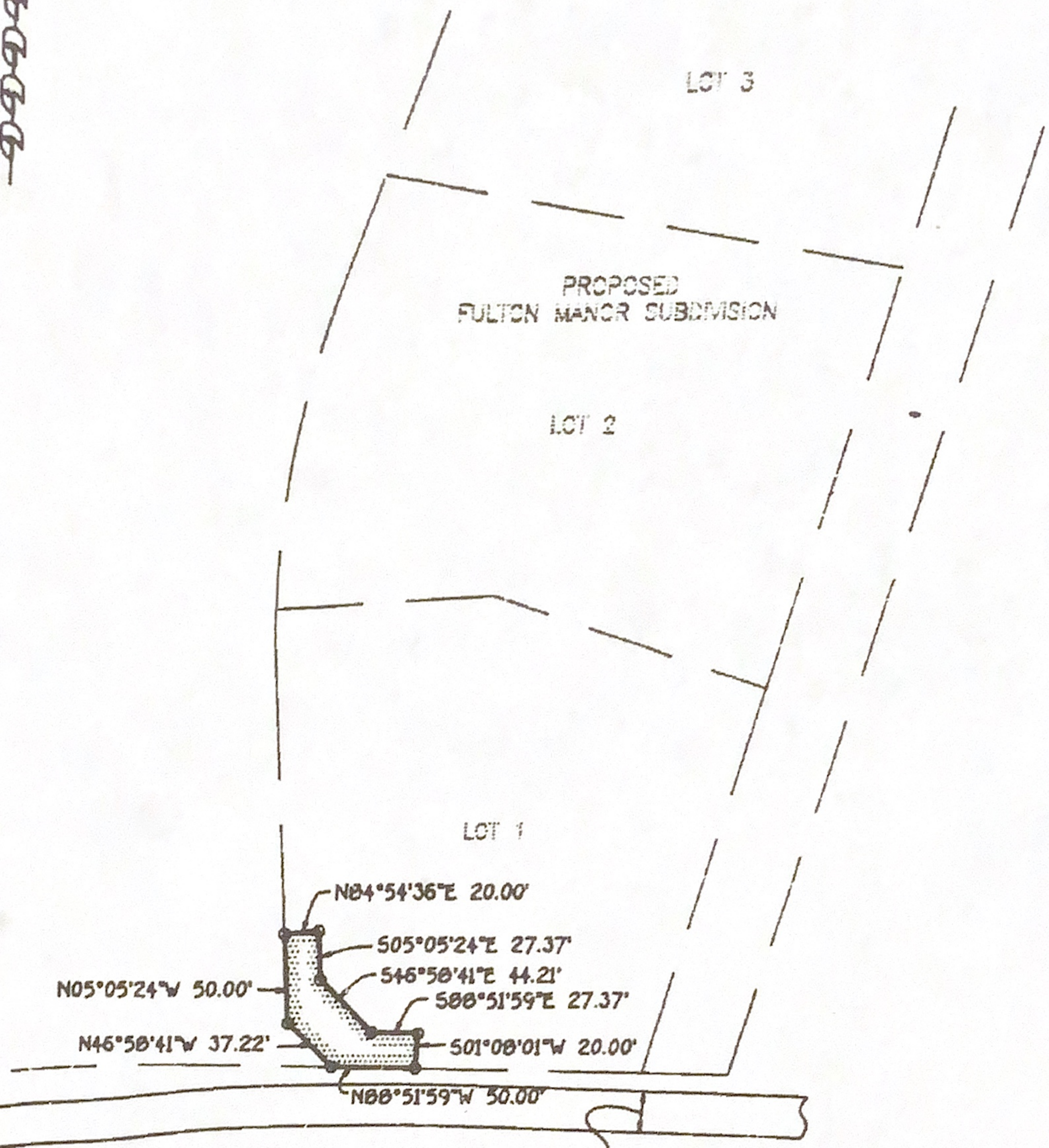


HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 3268, p. 0670, MSA\_CE53\_3253. Date available 04/29/2004. Printed 03/94

3268 FOLIO 0610

EXHIBIT  
"A"

99999



HALL SHOP ROAD

PLAT TO IDENTIFY A PRIVATE ENTRANCE  
FEATURE AND LANDSCAPE EASEMENT  
ACROSS LOT 1 FOR

FULTON MANOR SUBDIVISION

FIFTH ELECTION DISTRICT  
HOWARD COUNTY, MARYLAND



SCALE IN FEET  
APRIL 7, 1994

FISHER, COLLINS & CARTER, INC.

CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS  
9171 BALTIMORE NATIONAL PKZ, SUITE 100  
BELLICOTT CITY, MARYLAND 21042  
(410) 481-2953

30450EP2.dwg