

DECLARATION OF EASEMENT AND MAINTENANCE

NOTARY FEE \$	5.00
RECORDING FEE	20.00

THIS DECLARATION OF EASEMENT AND MAINTENANCE, Made this 19th day of March, 2003, by LYONS CREEK OVERLOOK, LLC, hereinafter sometimes referred to as the "Declarant".

TOTAL	25.00
Rest CVER	RCF# 6284
KPS 334	Blk # 2544
Mar 19, 2003	01:43 PM

WITNESSETH:

WHEREAS, the Declarant is the owner of those five (5) parcels of land recorded in the Land Records of Calvert County, Maryland, known as Lots 71, 72, 73, 74, and 75, in the subdivision known as Lyons Creek Overlook and recorded on "Final Plat, Plat Three, Lyons Creek Overlook" at KPS 1, Folio 278 among the Plat Records of Calvert County, Maryland, which parcels are hereinafter referred to as Lot No. 71, Lot No. 72, Lot No. 73, Lot No. 74, and Lot No. 75 respectively (and collectively the "Lots"); and

Lantern
Court

WHEREAS, it is the intention of the Declarant to establish and provide a joint right-of-way and easement of travel, for the common use and benefit of the Lot No. 71, Lot No. 72, Lot No. 73, Lot No. 74, and Lot No. 75 and for the construction over said right-of-way of Lantern Court (private lane) for a joint driveway to be utilized and maintained by the owners of said Lots, their respective heirs, successors and assigns, pursuant to the terms, covenants, conditions and stipulations enumerated herein.

NOW, THEREFORE, the Declarant does hereby declare that the above described Lots (Lot No. 71, Lot No. 72, Lot No. 73, Lot No. 74, and Lot No. 75) in the subdivision known as Lyons Creek Overlook shall henceforth be held, owned, transferred, sold and conveyed, subject to and together with the joint right-of-way and easement of travel (the "Joint Easement"), which is hereafter described, and subject to and together with the conditions, restrictions, covenants, reservations, easements and charges which are hereinafter mentioned:

- (1) The Joint Easement shall be and consist of the area which is thirty (30") feet in width and recorded on Final Plat Three, Lyons Creek Overlook, as Lantern Court (30' private lane).
- (2) The said Joint Easement shall be for the mutual benefit of the Lots (Lot No. 71, Lot No. 72, Lot No. 73, Lot No. 74, and Lot No. 75) for the purpose of constructing and maintaining thereon a private lane, the "Lantern Court" to service said Lots, the purpose of which shall be to provide ingress to and egress from Lots (to/from Longleaf Lane).
- (3) The said Joint Easement over Lantern Court (30 ft. private lane) shall constitute a joint and mutual easement for travel for the benefit of the owners, from time to time, of Lot No. 71, Lot No. 72, Lot No. 73, Lot No. 74, and Lot No. 75 (the "Owners") as the means of attaining ingress to and egress from their respective Lots.
- (4) No Owners shall obstruct said Joint Easement or the Private Lane constructed thereon at any time, with any object or structure of any nature, except as may be reasonably necessary during the construction or maintenance of the Private Lane.
- (5) No Owner shall interfere, in any manner whatsoever, with the free passage by others over said Joint Easement or the Private lane constructed thereon, at any time.
- (6) The initial cost of construction of said Private Lane shall be borne by Declarant, Lyons Creek Overlook, LLC. All subsequent costs of maintaining said Private Lane, in essentially the same condition and to the same standards and quality as said Private Lane was in when initially constructed, shall be borne by the Owners of the Lots, their respective heirs, successors and assigns in the following percentages: (a) the collective Owners of Lot No. 71 shall be responsible for twenty percent (20%) of all such costs, (b) the collective Owners of Lot No. 72 shall be responsible for twenty percent (20%) of all such costs, (c) the collective Owners of Lot No. 73 shall be responsible for twenty percent (20%) of all such costs, (d) the collective

Owners of Lot No. 74 shall be responsible for twenty percent (20%) of all such costs, and (e) the collective Owners of Lot No. 75 shall be responsible for twenty (20%) of all such costs.

(7) Whenever the Owners of the Lots shall vote to repair or maintain the Private Lane in any manner whatsoever, provided that such proposed repair or maintenance item is to be performed pursuant to a written proposal therefore, and a copy of such proposal is made available to all of the Owners prior to their vote with respect thereto, then the costs of such repair or maintenance items shall be paid by the Owners of each Lot in the percentages mentioned in paragraph 6 above, within thirty (30) days after the particular maintenance or repair work is completed. An Owner who fails or refuses to contribute his/their share of such costs within the above mentioned thirty (30) day period shall be subject to a lien against his/their Lot in favor of the contributing Owner or Owners, for his/their share of such construction/maintenance costs plus all attorneys fees and Court costs incurred in the enforcement of said lien. A three-fourths (3/4) of the four Lot Owners majority vote shall be required to determine any decision regarding the repair or maintenance concerning the Private Lane.

(8) In the event of a dispute as between the respective Owners with respect to what, if any, repairs or maintenance shall be made to the Private Lane, including the necessity thereof, the costs thereof, the timing thereof, and the individual or entity who shall perform such repairs or maintenance; such dispute, as well as any other pertaining to said Private Lane, shall be submitted for dispute resolution to the Arbitration Association of America whose decision shall be final and binding upon all Lot Owners.

(9) This Declaration (as well as the Joint Easement and the Private Lane created herein) may be terminated or amended only with the unanimous consent and agreement of all of the then record owners of Lot No. 71, Lot No. 72, Lot No. 73, Lot No. 74, and Lot No. 75, which consent and agreement shall be evidenced by an appropriate instrument duly recorded among the Land Records of Calvert County, Maryland.

(10) Enforcement of this Declaration shall be by proceedings at law or in equity against any Owner or Owners who violate or attempt to violate any provision thereof.

(11) Invalidity of any one of the provisions of this Declaration, by judgment or otherwise, shall not affect or invalidate any of the other provisions hereof.

(12) The Private Lane hereon shall be private, non-County owned and maintained and shall not be petitionable in perpetuity, to the County for County Ownership or for County maintenance.

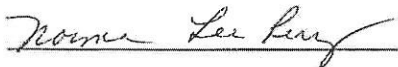
(13) This Declaration, the covenants, reservations, easements and charges contained herein, shall run with Lot No. 71, Lot No. 72, Lot No. 73, Lot No. 74, and Lot No. 75 and shall be binding on the Owners thereof, their respective heirs, successors and assigns, and all persons claiming under them.


IN WITNESS WHEREOF, Lyons Creek Overlook, LLC has caused these presents to be executed by Lyons Creek Overlook, LLC, by Marrick Properties, Inc., Member, the day and year first above written.

WITNESS:

LYONS CREEK OVERLOOK, LLC.

By: Marrick Properties, Inc., Member

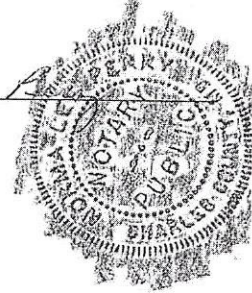


By: 
C. R. Bailey, Jr., Vice-President

Charles
STATE OF MARYLAND, COUNTY OF ~~CALVERT~~, to wit:

I HEREBY CERTIFY, that on this 19th day of March, 2003, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared C. R. Bailey, Jr., Vice President of Marrick Properties, Inc., Member of Lyons Creek Overlook, LLC, who is known to me or proven to be the person named above and as such person acknowledged the foregoing Declaration of Easement and Maintenance to be the act and deed of Lyons Creek Overlook, LLC.

Norma Lee Bailey
Notary Public



My Commission Expires:

5/1/06

THIS IS TO CERTIFY THAT THIS INSTRUMENT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE UNDERSIGNED WHO IS AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

C. R. Bailey, Jr.
C. R. Bailey, Jr.

BK 02246PG231

Rec. \$20.00
 SC 20.00
 \$40.00

AMENDED AND RESTATED
DECLARATION OF EASEMENT AND MAINTENANCE

THIS AMENDED AND RESTATED DECLARATION OF EASEMENT AND MAINTENANCE (this "Amended Declaration"), Made this 13th day of July, 2004, by **LYONS CREEK OVERLOOK, LLC** (owner of Lots 48 and 50), **JOHN A. EDWARDS and MARIKA D. EDWARDS** (owners of Lot 49), and **MICHAEL A. BICE and SUSAN MELAN BICE** (owners of Lot 51), hereinafter collectively as the "Declarant".

LDARPEASEMENTSU LYONS CR. AMENDED & RESTATED E&M
 RECORDED JUL 16 2004
 TOTAL 48.00
 RECD CVR2 RCDT \$ 306.73
 KPS FDA BIK \$ 1558
 JUL 16 2004 12:26 PM

WITNESSETH:

WHEREAS, the Declarant is the collective owner of those parcels of land in the Third Election District of Calvert County, Maryland which are described and designated as Lot 48, Lot 49, Lot 50 and Lot 51 on a plat entitled "Final Plat, Plat Six, **LYONS CREEK OVERLOOK**", which plat (the "Record Plat") is recorded in Liber KPS No. 1, folio 281, one of the Plat Records of Calvert County, Maryland; and

WHEREAS, said parcels are hereinafter sometimes referred to, respectively, as "Lot 48", "Lot 49", "Lot 50" and "Lot 51"; and

WHEREAS, **LYONS CREEK OVERLOOK, LLC** is also the owner of that parcel of land which is described and designated as Leafcrest Court (a 30' Private R/W) on the aforesaid Record Plat (the "Joint Easement Area"); and

WHEREAS, it is the intention of the Declarant to establish and provide a common right-of-way and easement of travel for the common use and benefit of Lot 48, Lot 49, Lot 50 and Lot 51 and for the construction of a joint driveway to be utilized and maintained by the owners of said Lots, their respective heirs, personal representatives, successors and assigns, pursuant to the terms, covenants, conditions and stipulations contained herein; and

WHEREAS, it is also the intention of the Declarant that this Amended Declaration shall amend and restate two other Declarations of Easement and Maintenance affecting Lot 48, Lot 49, Lot 50 and Lot 51 which were previously recorded among the Land Records of Calvert County, Maryland.

ROF AND STARKEY, P.C.
 Attorneys at Law
 30 Industry Lane
 Prince Frederick, MD
 20676
 410.635.0708

LDARPEASEMENTSU LYONS CR. AMENDED
 & RESTATED E&M

*Leafcrest
 Court*

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NOW, THEREFORE, the Declarant does hereby declare that Lot 48, Lot 49, Lot 50 and Lot 51 and the aforesaid Joint Easement Area shall henceforth be held, owned transferred, sold and conveyed, subject to and together with the joint right-of-way and easement of travel hereinafter more particularly described, and subject to and together with the conditions, restrictions, covenants, reservations, easements and charges which are hereinafter mentioned:

1. The area of land within and over which the above-described joint right-of-way and easement of travel is hereby established (the "Joint Easement Area") shall be and consist of that area of land which is designated and described as Leafcrest Court on the aforesaid Record Plat.

2. The Joint Easement hereby established shall be for the mutual benefit of Lot 48, Lot 49, Lot 50 and Lot 51 for the purpose of constructing and maintaining thereon, a common driveway (the "Common Driveway") to serve said Lots and provide ingress to and egress from said Lots to/from Larkview Court. The Owners of said Lots shall also have the right to install underground utility facilities within the Joint Easement Area and to construct private driveways and entrance facilities which extend into the Joint Easement Area and intersect with the Common Driveway.

3. The said Joint Easement shall constitute a joint and mutual easement of travel for the benefit of the owners, from time to time, of Lot 48; the owners, from time to time, of Lot 49; the owners, from time to time, of Lot 50; and the owners, from time to time, of Lot 51 (individually an "Owner" and collectively or when referring to more than one, the "Owners"), respectively, as the means of attaining ingress to and egress from their respective Lots.

4. No Owner shall obstruct said Joint Easement Area or the Common Driveway constructed therein at any time with any object or structure of any nature, except as may be reasonably necessary during the maintenance of the Common Driveway or the construction or maintenance of any private driveway.

5. No Owner shall interfere, in any manner whatsoever, with the free passage by others over said Joint Easement Area or the Common Driveway constructed therein.

6. The initial cost of construction of the Common Driveway shall be borne by Lyons Creek Overlook, LLC. All subsequent costs of maintaining said Common Driveway in essentially the same condition and to the same standards and quality as said Common Driveway was in when initially constructed, shall be borne by the Owners of the Lots, their respective heirs, successors and assigns in the following percentages: (a) the collective Owners of Lot 48 shall be responsible for twenty-five percent (25%) of all such costs, (b) the collective Owners of Lot 49 shall be responsible for twenty-five percent (25%) of all such costs, the collective Owners of Lot 50 shall be responsible for twenty-five percent (25%) of all such costs, and the collective Owners of Lot 51 shall be responsible for twenty-five percent (25%) of all such costs.

7. Whenever a majority of the Owners of the Lots shall vote to repair or maintain the Common Driveway in any manner whatsoever, provided that such proposed repair or maintenance item is to be performed pursuant to a written proposal therefore, and a copy of such proposal is made available to all of the Owners prior to their vote with respect thereto, then the costs of such repair or maintenance items shall be paid by the Owners of each Lot in the percentages mentioned in paragraph 6 above, within thirty (30) days after the particular maintenance or repair work is completed. An Owner who fails or refuses to contribute his/her share of such costs within the above mentioned thirty (30) day period shall

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be subject to a lien against his/their Lot in favor of the contributing Owner or Owners, for his/their share of such construction/maintenance costs plus all attorneys fees and Court costs incurred in the enforcement of said lien.

8. In the event of a dispute as between the respective Owners with respect to what, if any, repairs or maintenance shall be made to the Common Driveway, including the necessity thereof, the costs thereof, the timing thereof and the individual or entity who shall perform such repairs or maintenance; such dispute, as well as any others pertaining to the Joint Easement, the Common Driveway or this Amended Declaration, shall be resolved by majority vote of the Owners, the collective ownership of each Lot having a single vote for each Lot owned by them.

9. This Amended Declaration (as well as the Joint Easement and the Common Driveway created herein) may be terminated or amended only with the unanimous consent and agreement of all of the then record Owners of all of the Lots, which consent and agreement shall be evidenced by an appropriate instrument duly recorded among the Land Records of Calvert County, Maryland.

10. Enforcement of this Amended Declaration shall be by proceedings at law or in equity against any Owner or Owners who violate or attempt to violate any provision hereof.

11. Invalidation of any one of the provisions of this Amended Declaration, by judgment or otherwise, shall not affect or invalidate any of the other provisions hereof.

12. This Amended Declaration, and the covenants, reservations, easements and assessments contained herein shall run with Lot 48, Lot 49, Lot 50 and Lot 51 and the aforesaid Joint Easement Area, and shall be binding on the Owners thereof, their respective heirs, successors and assigns, and all persons claiming under or through them.

13. This Amended Declaration is intended to amend restate, supercede and completely replace the following documents:

a. Declaration of Easement and Maintenance dated March 19, 2003 and recorded in Liber KPS No. 1796, folio 508, one of the Land Records of Calvert County, Maryland, and

b. Declaration of Easement and Maintenance dated August 18, 2003 and recorded in Liber KPS No. 1962, folio 638, one of said Land Records.

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

WITNESS/ATTEST

DECLARANT:

LYONS CREEK OVERLOOK, LLC.

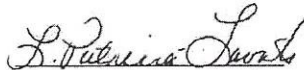
By: Quality Built Homes, Inc., Member



By: 
Rodney N. Gertz, Vice President



 (SEAL)
JOHN A. EDWARDS



 (SEAL)
MARIKA D. EDWARDS

ROF AND STARKEY, P.C.
Attorneys at Law
30 Industry Lane
Prince Frederick, MD
20678
410 635.0708

LDIRPEASEMENTS/LYONS CR. AMENDED
& RESTATED E&M

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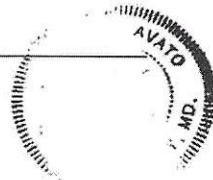
L. Patricia LeachMichael A. Bice (SEAL)
MICHAEL A. BICEL. Patricia LeachSusan Melan Bice (SEAL)
SUSAN MELAN BICE

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 12 day of July, 2004, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Rodney N. Gertz, Vice President of Quality Built Homes, Inc., Member of Lyons Creek Overlook, LLC, who is known to me or proven to be the person named above and as such person acknowledged the foregoing Declaration of Easement and Maintenance to be the act and deed of Lyons Creek Overlook, LLC.

L. Patricia Leach
Notary Public

My Commission Expires:

09-01-06

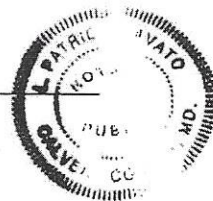
STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 29 day of June, 2004, before me, the subscriber, a Notary Public of and for the State and County aforesaid, personally appeared JOHN A. EDWARDS and MARIKA D. EDWARDS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they each executed the same for the purposes therein contained, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

L. Patricia Leach
Notary Public

My Commission Expires:

09-01-06

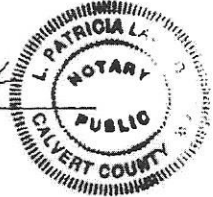
STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 29 day of June, 2004, before me, the subscriber, a Notary Public of and for the State and County aforesaid, personally appeared MICHAEL A. BICE and SUSAN MELAN BICE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they each executed the same for the purposes therein contained, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

L. Patricia Leach
Notary Public

My Commission Expires:

09-01-06

THIS IS TO CERTIFY THAT THIS INSTRUMENT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE UNDERSIGNED WHO IS AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Thomas L. Starkey
Thomas L. Starkey