

H-893:07/06/87:945

DECLARATION OF PARTY WALL AND EASEMENT RIGHTS

(Franklin Mills Townhouse Community in Baltimore County, Maryland)

THIS DECLARATION OF PARTY WALL AND EASEMENT RIGHTS (the "Declaration"), for the Franklin Mills Townhouse Community is made this 10 day of July, 1987, by CHERRY HILL ROAD PARTNERSHIP, a Maryland general partnership (hereinafter sometimes referred to as the "Declarant").

STATEMENT

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

All those certain twenty-eight (28) residential townhouse lots known as Lots 1 through 28 and common area lot entitled, "H.O.A. Open Space", all as shown and designated on that certain Plat entitled "ROSCHEM PROPERTY, 4th Election District Baltimore County, Maryland," which Plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K. Jr. 55, folio 42.

B R C F 22.00
DECLAR 0 #
BY CLERK 21.00
#12142 2004 001 714:14
7-21-87

B. Declarant intends to erect upon said residential lots single family attached townhouse 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,

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
JR 7-21-87
CLERK DATE

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE 1
SIGNATURE JR DATE 7-21-87

TRANSFER TAXES REQUIRED
BY MARYLAND
Joseph A. ...
Date 7-21-87

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 extend for the length of the common side lot lines between adjoining owners. 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 it 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 maintenance 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 or 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 HEREINABOVE DESCRIBED AS THE SAME ARE TRANSFERRED BY DEED OF CONVEYANCE FROM DECLARANT OR OTHERS CLAIMING BY OR THROUGH DECLARANT.

WITNESS the due execution hereof as the date and year first above written.

WITNESS:

Margaret P. Herbert

Margaret P. Herbert

CHERRY HILL ROAD PARTNERSHIP
a Maryland general partnership

BY: Crystal Hill Investments
Incorporated, General Partner

BY: Frederick W. Glassberg (Seal)
Frederick W. Glassberg,
President

BY: General American Real Estate
Development, Inc.,
General Partner

BY: Earl G. Glover (SEAL)
Earl G. Glover,
President

THE UNDERSIGNED, CENTRABANK, hereby joins in the execution of this Declaration of Party Wall and Easement Rights solely to acknowledge its consent to the terms hereof as beneficiary under that certain Deed of Trust dated October 20, 1986, and

DOCUMENT

QUALITY

POOR

recorded among the Land Records of Baltimore County, Maryland at Liber 7302, folio 362, from Cherry Hill Road Partnership unto the Trustees securing Centrabank.

WITNESS:

CENTRABANK

BY: Michael D. [Signature] (SEAL)
(Sr. Vice) President

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 7th day of July, 1987 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared FREDERICK W. GLASSBERG, President of CRYSTAL HILL INVESTMENTS INCORPORATED, a Maryland corporation, acting in its capacity as General Partner of CHERRY HILL ROAD PARTNERSHIP, a Maryland general partnership (the "Partnership") 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 acting in its capacity as General Partner of the Partnership by himself as such President.

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

Margaret P. Herbert
Notary Public

My Commission Expires:

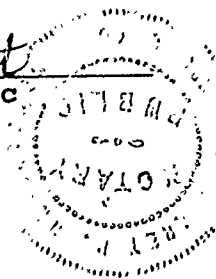
July 1, 1990

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 7th day of July, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EARL G. GLOVER, President of GENERAL AMERICAN REAL ESTATE DEVELOPMENT, INC., a Maryland corporation, acting in its capacity as General Partner of CHERRY HILL ROAD PARTNERSHIP, a Maryland general partnership, 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 acting in its capacity as General Partner of the Partnership by himself as President..

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

Margaret P. Herbert
Notary Public



My Commission Expires:

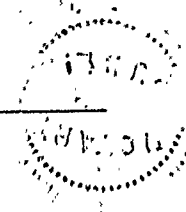
July 1, 1990

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 10th day of July, 1987, before me, the Subscriber, as Notary Public of the State of Maryland, personally appeared Michael P. Elump, known to me or satisfactorily proven to be the individual whose name is subscribed above, who acknowledged himself/herself to be the (Sr. Vice) President of CENTRABANK, and that he/she, as such (Sr. Vice) President, being authorized so to do, executed the foregoing instrument on behalf of CENTRABANK, by signing the name of CENTRABANK by himself/herself as such Officer.

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

Barbara J. Sheffer
Notary Public



My Commission Expires: July 1, 1990

ATLANTIC TITLE COMPANY
10715 Charter Drive
Suite 100
Columbia, MD 21044