

DECLARATION OF PARTY WALL AND EASEMENT RIGHTS

(Spring Breeze Community in the Village of Kings Contrivance)

THIS DECLARATION of Party Wall and Easement Rights for the Spring Breeze Community in the Village of Kings Contrivance is made this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by HOWARD HOMES BUILDING CO., INC., a Maryland corporation (hereinafter sometimes referred to as "Howard").

STATEMENT

1. Howard is the owner in fee simple of the hereinafter described property:

All those certain sixty-four (64) residential townhouse lots being shown and designated as Lots Nos. E-18 through E-81, each inclusive, on the plat titled,

"Columbia  
Village of Kings Contrivance  
Section 3 Area 1  
Lots E-1 thru E-83  
A Resubdivision of a Portion  
of Parcel 'E'"

which plat is duly recorded among the Land Records of Howard County, Maryland as Plat No. 4882, Sheet 2 of 2.

2. Howard proposes to become the owner in fee simple of the additional hereinafter described property and only if and as Howard does become owner of public record of any such property, the terms and provisions hereof shall apply equally to all such property so acquired as part of the common scheme of development for Spring Breeze townhouse community in the Village of Kings Contrivance in Columbia, Maryland, viz:

All or any part of the remaining residential lots as shown on said plat or which may be later subdivided as residential townhouse lots and as part of original Parcel "E" as delineated on Plat No. 4230 and to be later duly recorded among the Land Records of Howard County, Maryland.

3. Howard intends to erect upon said residential lots in the Spring Breeze community single family attached 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.

4. Howard establishes hereby that the wall to which any two adjoining structures is attached is a Party Wall and further 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.

5. Howard hereby creates easement(s) 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 of lot lines between adjoining owners and are four (4) feet in width measured from the common side lot line into the lot upon which the structure of lower height is erected. The sole purpose of the easements hereby created and

with enjoyment thereof 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 at reasonable times 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; that the owner of the lot and structure benefitted by this easement shall be liable for any damage to the abutting structure or the lot upon which it is erected occasioned by the said maintenance or repair work performed by him or his agents acting hereunder.

6. 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.

7. 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 proportionate 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 SAME ARE TRANSFERRED BY DEED OF CONVEYANCE FROM HOWARD OR OTHERS CLAIMING BY OR THROUGH HOWARD.

WITNESS the due execution hereof as of the date first written.

WITNESS:

HOWARD HOMES BUILDING CO., INC.

By: \_\_\_\_\_

Lee B. Rosenberg, President

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_

TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared LEE B. ROSENBERG, President of Howard Homes Building Co., Inc., a corporation of the State of Maryland, and that he, as President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President, and acknowledged the same to be the act and deed of said Corporation.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: July 1, 1982