

EASEMENT MODIFICATION AGREEMENT

THIS EASEMENT MODIFICATION AGREEMENT (this “Agreement”) made this _____ day of _____, 2013, by and between **HOMEOWNER 1, HOMEOWNER 2, HOMEOWNER 3, HOMEOWNER 4, HOMEOWNER 5,** and **THE WARFIELDS II HOMEOWNERS ASSOCIATION, INC.** (the “Association”).

EXPLANATORY STATEMENTS

A. By Deed dated Jan 1, 2000 and recorded among the Land Records of Howard County in Liber YYYYY, folio Z, the HOMEOWNER 1s are the owners of the property known and described as Lot A on the plats entitled “The Warfields II, Section One, Lots A thru E” recorded among the Land Records of Howard County as MDR Plat No. AAAA and BBBB (collectively the “Plat”). Lot A (“Lot A”), also known as XXXXA Example Road, SomeTown, Maryland 99999.

B. By Deed dated Jan 2, 2000 and recorded among the aforesaid Land Records in Liber YYYY, folio Z, the HOMEOWNER 2s are the owners of the property known and described as Lot B on the aforesaid Plat (“Lot B”), also known as XXXXB Example Road, SomeTown, Maryland 99999.

C. By Deed dated Jan 3, 2000 and recorded among the aforesaid Land Records in Liber YYYY, folio Z, the HOMEOWNER 3s are the owners of the property known and described as Lot C on the aforesaid Plat (“Lot C”), also known as XXXXC Example Road, SomeTown, Maryland 99999.

D. By Deed dated Jan 4, 2000 and recorded among the aforesaid Land Records in Liber YYYY, folio Z, the HOMEOWNER 4s are the owners of the property known and described as Lot D on the aforesaid Plat (“Lot D”), also known as XXXXD Example Road, SomeTown, Maryland 99999.

E. By Deed dated Jan 5, 2000 and recorded among the aforesaid Land Records in Liber YYYY, folio Z, the HOMEOWNER 5s are the owners of the property known and described as Lot E on the aforesaid Plat (“Lot E”), also known as XXXXD Example Road, SomeTown, Maryland 99999.

F. Pursuant to a Declaration of Covenants, Conditions and Restrictions of The Warfields II Homeowners Association, Inc. (the “Declaration”) dated February 27, 2006 and recorded among the aforesaid Land Records in Liber YYYYY, folio Z et seq., the Association is the incorporated homeowners association for the Warfields II Subdivision and is charged with the responsibility of performing and enforcing the covenants set forth in the Declaration. Lot A, Lot B, Lot C, Lot D and Lot E (collectively, the “Lots”) are subject to the provisions of the Declaration.

G. Pursuant to the terms of a Private Perimeter Landscape, Maintenance and Access Easement by Ten Oaks Properties, Inc. and NVR, Inc. dated February 24, 2009 and recorded among the aforesaid Land Records in Liber YYYYYY, folio Z (the "Easement Agreement"), the Lots are subject to certain covenants, conditions and easements related to the establishment of a ten (10) foot wide perimeter landscape, maintenance and access easement improved by a fence (the "Easement Area").

H. Pursuant to the terms of the Easement Agreement, the Easement Area located upon the Lots was improved by the construction of a fence. The Easement Agreement further provided that no other fence could be built within the Easement Area or within twenty (20) feet of the fence itself. The Easement Agreement also established the obligation of the Association to be responsible for the future care, maintenance, repair and replacement of the Easement Area, including the fences and all improvements located therein or thereon.

I. The HOMEOWNER 1s, the HOMEOWNER 2s, the HOMEOWNER 3s, the HOMEOWNER 4s, the HOMEOWNER 5s and the Association, as the owners of Lots A, B, C, D and E and the beneficiaries and/or obligees pursuant to the terms of Easement Agreement, have mutually agreed to terminate all of the covenants, conditions, restrictions, obligations and easements set forth in the Easement Agreement, intending that they be abandoned in their entirety, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises and conditions therein contained, the parties do hereby agree as follows:

1. **Explanatory Statements.**

The Explanatory Statements set forth above are hereby incorporated herein and made a material part of this Agreement.

2. **Termination and Abandonment of Easement.**

The parties hereby mutually agree that, effective immediately upon recordation of this Agreement among the aforesaid Land Records:

a. All of the easements, obligations, covenants, conditions and other terms set forth in the Easement Agreement shall be terminated, abandoned and extinguished, and shall no longer be binding upon or otherwise affect the Lots, their owners or the Association.

b. The Owners of each and all of the Lots shall be entitled to determine the disposition of that portion of the fence located upon their individual Lots and shall also have the right to determine the nature and style of all future landscaping or other improvements to be hereafter installed upon the former Easement Area located upon their individual Lots, subject to compliance with any and all restrictions mandated by Howard County or established pursuant to the provisions of the Declaration.

c. The Association shall be discharged from any future obligations to care for, maintain, repair or replace the Easement Area located upon the Lots and/or any and all improvements located therein or thereon.

3. **General Provisions.**

a. The invalidity of any of the provisions of this Agreement shall not affect any of the other provisions, all of the above which shall remain in full force and effect.

b. This Agreement contains the final and entire agreement between the parties hereto and they shall not be bound by any conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their successors and assigns, and recorded among the aforesaid Land Records.

c. As used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

d. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

e. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date first above written.

WITNESS/ATTEST:

WITNESS/ATTEST:

LOT A OWNERS:

HOMEOWNER 1a

HOMEOWNER 1b

LOT B OWNERS:

HOMEOWNER 2a

HOMEOWNER 2b

WITNESS/ATTEST:

LOT C OWNERS:

_____(SEAL)
HOMEOWNER 3a

_____(SEAL)
HOMEOWNER 3b

WITNESS/ATTEST:

LOT D OWNERS:

_____(SEAL)
HOMEOWNER 4a

_____(SEAL)
HOMEOWNER 4b

WITNESS/ATTEST:

LOT E OWNERS:

_____(SEAL)
HOMEOWNER 5a

_____(SEAL)
HOMEOWNER 5b

WITNESS/ATTEST:

**ASSOCIATION:
THE WARFIELDS II HOMEOWNERS
ASSOCIATION, INC.**

By: _____(SEAL)
Some Person, President

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State aforesaid personally appeared Homeowner 1a/1b, known to

me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and in my presence signed and sealed the same, and acknowledged that they executed the same for the purposes therein contained and acknowledged the same to be their act.

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

Notary Public

My commission expires: _____

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State aforesaid personally appeared Homeowner 2a/2b, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and in my presence signed and sealed the same, and acknowledged that they executed the same for the purposes therein contained and acknowledged the same to be their act.

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

Notary Public

My commission expires: _____

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State aforesaid personally appeared Homeowner 3a/3b, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and in my presence signed and sealed the same, and acknowledged that they executed the same for the purposes therein contained and acknowledged the same to be their act.

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

Notary Public

My commission expires: _____

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State aforesaid personally appeared Homeowner 4a/4b, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and in my presence signed and sealed the same, and acknowledged that they executed the same for the purposes therein contained and acknowledged the same to be their act.

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

Notary Public

My commission expires: _____

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State aforesaid personally appeared Homeowner 5a/5b, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and in my presence signed and sealed the same, and acknowledged that they executed the same for the purposes therein contained and acknowledged the same to be their act.

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

Notary Public

My commission expires: _____

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State aforesaid personally appeared [Some Person] known to me or satisfactorily proven to be the President of **THE WARFIELDS II HOMEOWNERS ASSOCIATION, INC.**, a Maryland limited liability company, and that he, as such President, being authorized so to do, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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

Notary Public

My commission expires: _____