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Return To: Same as above

Parcel No: 39-00-01681-00-8  
39-00-01681-01-7  
39-00-01681-02-6  
39-00-01681-03-5

**DECLARATION OF DRIVEWAY EASEMENT  
AND MAINTENANCE AGREEMENT**

**THIS DECLARATION OF DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT** is made this 4 day of JUNE, 2014, by **CHARLES E. PAPPAS** (hereinafter "Declarant") as follows:

**BACKGROUND**

**WHEREAS**, Declarant is currently the owner and developer of four (4) tracts of land comprising a total of 6.35 acres, more or less, with frontage on Gypsy Hill Road and Evans Road in Lower Gwynedd Township, Montgomery County, Pennsylvania, which parcels are further identified as Montgomery County Tax Parcel Nos. 39-00-01681-00-8 ("Lot 1"), 39-00-01681-01-7 ("Lot 2"), 39-00-01681-02-6 ("Lot 3"), and 39-00-01681-03-5 ("Lot 4") (hereinafter, Lot 1, Lot 2, Lot 3 and Lot 4 sometimes collectively referred to as the "Tract"); and

**WHEREAS**, Declarant has been granted subdivision and land development approval from Lower Gwynedd Township in accordance with certain final plans of subdivision and land development prepared by Robert E. Blue Consulting Engineers, P.C., being plans dated July 12, 2013, with a last revision being December 12, 2013, setting forth the proposed construction of

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one single-family dwelling unit on Lot 2, Lot 3 and Lot 4, improvements to the existing single-family home on Lot 1, and related improvements on Tract (the “Plans”); and

**WHEREAS**, the Tract will be served by a common driveway extending from Gypsy Hill Road in a northeasterly direction across Lot 1 and Lot 4, then traveling in a northwesterly direction along the property line separating Lot 1 from Lot 4 to a roundabout on Lot 1, Lot 2, Lot 3 and Lot 4, as more particularly depicted on the Plans and labeled thereon as “18’ Wide Driveway” (hereinafter the “Driveway”); and

**WHEREAS**, the Driveway is located within an area depicted on the Plans as “Access Easement” (hereinafter the “Driveway Easement Area”); and

**WHEREAS**, Declarant desires to memorialize the driveway easement and maintenance responsibilities as further set forth in this Declaration.

**AGREEMENT**

**NOW, THEREFORE**, consistent with the reasons and purposes set forth in the Background section of this Declaration and intending that the provisions of this Declaration shall be binding upon the owners of Lots 1, 2, 3 and 4, Declarant hereby **DECLARES** and **AGREES** as follows:

1. As is specifically set forth in more detail below, the future maintenance, upkeep, repair and snow removal of the Driveway Easement Area shall be the equal responsibility of the owners of Lots 1, 2, 3 and 4, their respective grantees, successors, assigns, heirs and representatives as the parties shall from time to time agree.

2. Specifically, the costs of any maintenance, upkeep, repair or snow removal with regard to the Driveway Easement Area shall be borne by the owner or owners of Lots 1, 2, 3 and 4 in accordance with the following apportionment:

Lot 1      –      1/4 responsible

Lot 2 - 1/4 responsible  
Lot 3 - 1/4 responsible  
Lot 4 - 1/4 responsible

3. The apportionment specified above shall not apply to any damage caused by the wrongful or negligent act of the owner or owners of Lots 1, 2, 3 and 4, their families, tenants or invited guests. In such instance, any and all such costs necessary to repair the Driveway Easement Area to its previous condition shall be borne solely by the particular owner or owners responsible for such damage.

4. In the event the owner or owners of Lots 1, 2, 3 and 4 are unable to agree upon the maintenance and upkeep necessary for the Driveway Easement Area, the following maintenance schedule shall be mandatory at the request of any one of the owners of Lots 1, 2, 3 or 4 without the consent of the other owners and shall be paid for in accordance with the required apportionment of costs as set forth in paragraph 2 above:

a. Any and all potholes, wheel rutting in excess of three inches and cracks shall be filled annually after April 1<sup>st</sup> and before July 15<sup>th</sup> of each calendar year;

b. All erosion and washouts of the macadam or sub-base or wheel rutting which make the Driveway impassable shall be repaired immediately or as soon as practicable; and

c. The entire Driveway shall be repaved every twenty-five (25) years commencing on or about the 25<sup>th</sup> anniversary of the signing of this Declaration. The owners of Lots 1, 2, 3 and 4 may agree to defer the repaving and any party may revoke such deferral any time thereafter. In the event the Driveway repaving is deferred beyond the 25<sup>th</sup> anniversary of this Declaration or the 25<sup>th</sup> anniversary of the last actual repaving of the entire Driveway, any

party may require repaving of the entire Driveway without the consent of the other parties and the cost of such repaving shall be split in accordance with paragraph 2 above.


5. This Declaration shall expressly grant reciprocal easement rights to the owners of Lots 1, 2, 3 and 4, their grantees, successors, assigns, heirs and representatives, to use the Driveway Easement Area for the purpose of vehicular access by the Lot 1, 2, 3 and 4 owners, their families, tenants and other invitees.

6. This Declaration shall constitute a covenant running with the land and shall be binding upon the owners of Lots 1, 2, 3 and 4, and their respective grantees, successors, assigns, heirs and representatives.

7. This Declaration shall not be amended except by unanimous agreement of all of the owners of record of Lots 1, 2, 3 and 4, and shall be subject to the approval of the Township.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the Declarant has executed this Declaration the day, month and year first written above.

**DECLARANT:**

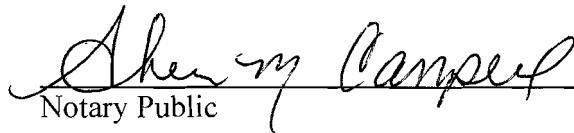
By:  \_\_\_\_\_  
**Charles E. Happs**

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

On this, the 4 day of June, 2014, before me, personally appeared **Charles E. Pappas**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

  
Notary Public

My Commission expires: 11-21-2014

