

**BOUNDARY LINE FENCING AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the HUNT MEADOW HOMEOWNERS ASSOCIATION INC. (hereinafter referred to as “the Association”) and \_\_\_\_\_ Owner”. (If two or more owners are listed on the above line, they are together hereinafter referred to as “the Improving Owner”).

Explanatory Statement: The Improving Owner owns a lot in the planned development subdivision known as “Hunt Meadow”, located at \_\_\_\_\_. The Improving Owner desires to make the following improvement on his lot:

\_\_\_\_\_  
\_\_\_\_\_

The above-described intended improvements are hereinafter referred to as “the Improvements”. In accordance with Section I of Article XI of the Declaration of Covenants, Conditions and Restrictions for Hunt Meadow (“the Declaration”) recorded among the Land Records of Anne Arundel County at Liber 4023, folio 327, the Improving Owner may undertake the Improvements only with the written consent of the Association’s Board of Directors (“the Board”). The due execution of this agreement is an express condition precedent to the granting of such consent by the Association’s Board of Directors. This agreement shall bind the parties hereto and the heirs, personal representatives, successors and assigns of each; and with respect to the lot owned by the Improving Owner upon which or appurtenant to which the Improvements will be made, the covenants of the Improving Owner herein contained shall “run with the land” for the continuing benefit of the Association such that these covenants shall apply to, bind and be enforceable against all subsequent holders of title to said lot, or any interest therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby duly acknowledged, the parties covenant and agree as follows:

1. As a part of the Improvements, Improving Owner intends to construct a split rail fence along the boundary line(s) of the Improving Owner’s lot that is (are) in common with that of \_\_\_\_\_ (hereinafter referred to as “the Adjoining Owner”), who owns a lot in Hunt Meadow located at \_\_\_\_\_. As a part of the Improvements, the Improving Owner is required to install and maintain certain landscaping on the lot of the Adjoining Owner along the common boundary of their two lots. By the signature(s) below of the Adjoining Owner, said Adjoining Owner, for the Adjoining Owner and the personal representatives, heirs, successors and assigns of such Adjoining Owner, hereby agrees to allow the Improving Owner to install the split rail fence along the common boundary of their two lots and install such landscaping on the Adjoining Owner’s lot, and further hereby agrees to allow the Improving Owner and the Improving Owner’s personal representatives, heirs, successors and assigns in the future to maintain such landscaping as if the Improvements were completely located on the lot of the Improving Owner.

2. The Improving Owner, for the Improving Owner and the personal representatives, heirs, successors and assigns of such Improving Owner, hereby reiterates its covenant that, at the Improving Owner's sole expense, the Improving Owner will hereafter perform all installation, cleaning, maintenance, repair, removal and/or replacement reasonably required with respect to the Improvements and all portions or parts thereof (including, without limitation, the aforesaid landscaping on the lot of the Adjoining Owner) and the Improving Owner will maintain the same in a condition which, in the sole discretion of the Board of Directors, is aesthetically pleasing and in conformity with the Rules and Regulations of the Association.

3. Notwithstanding the other provisions of the Agreement and the covenants otherwise herein stated, if the Adjoining Owner or said Adjoining Owner's personal representatives, heirs, successors or assigns, now propose to, or, in the future shall ever, improve the lot of said Adjoining Owner with a fence, the Adjoining Owner, for the Adjoining Owner and the personal representatives, heirs, successors and assigns of such Adjoining Owner, hereby agrees to plant and install, subject to the consent of the Board of Directors in accordance with the provisions of the Declaration, landscaping on the lot of the Improving Owner comparable to that presently included in the above described Improvements to be made by the Improving Owner on the lot of the Adjoining Owner. In the event of any such circumstance, the Improving Owner, for the Improving Owner and the personal representatives, heirs, successors and assigns of such Improving Owner, hereby agrees to allow the Adjoining Owner to install such landscaping on the said lot of the Improving Owner. Upon completion of the installation of such landscaping by the Adjoining Owner on the lot of the Improving Owner, both the Improving Owner and the Adjoining Owner covenant and agree, in lieu of their respective responsibilities hereunder to maintain, repair, remove and replace landscaping on the lot of the other, to thereafter assume the responsibility to maintain, repair, remove and replace all such landscaping as may theretofore have been installed on their own respective lots. Violation of any of the owner covenants herein contained shall give the Association and its agents and employees the rights, in addition to any other rights they may have in the event of such circumstances, after reasonable notice, (a) to enter the lot of the Owner upon which, or as to which, such violation or breach exists and summarily to abate and perform, at the expense of that Owner, the obligation of the Owner so breached or (b) to require the removal of the fence here in question, at the expense of that Owner. No such entry onto the lot of the Owner shall at any time be deemed to be a trespass. Both the Improving Owner and the Adjoining Owner covenant, promptly upon demand the Association, to repay to the Association any costs incurred by the Association or its agents or employees in so abating any such violation or performing the obligation of the Owner so breached.

4. Should the Owner, the Owner's heirs, personal representatives, successors, or assigns, breach any part of this agreement, the breaching party shall pay the reasonable attorneys' fees, court costs, costs of suit, and expenses incurred by Hunt Meadow (or any party thereof including, without limitation, the Association) in enforcing the provisions of this agreement with respect to such breach or in obtaining damages therefore.

5. If two or more persons or entities are owner parties hereto, their liability shall be joint and several.

**HUNT MEADOW HOMEOWNERS ASSOCIATION, INC.**

As witness the signatures and seals of the parties below as of the date first written above.

ATTEST:

HUNT MEADOW HOMEOWNERS'  
ASSOCIATION, INC.

By: \_\_\_\_\_ (SEAL)

Office: \_\_\_\_\_

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
Improving Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
Improving Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
Adjoining Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
Adjoining Owner