



Landscaping Deed of Gift between Unit Owner and Bentley Ridge Condominium Association

This **Agreement** is made this ____ day of _____, 201__

Parties to
the
Agreement

Between: the **Unit Owner(s)** _____, of: 25__ Kenna Court,
Abingdon, MD 21009 (hereinafter called the "Unit Owner," and "Unit", respectively)

And: the **Bentley Ridge Condominium Association**, of: Kenna Court, MD, 21009; with
management offices located at: Aspen Property Management, 200 East Main Street, Elkton, MD
21921 (hereinafter called the "**Association**")

WHEREAS

- A The Unit Owner is the owner of the condominium Unit identified by the Unit Owner's postal address, as of the date of this Agreement.
- B The Unit Owner desires an exterior improvement to enhance the appearance of the Association's community for now and into the future (hereinafter called the "**exterior improvement**"). This improvement, has been approved by the Board of the Association, and is located in a general common area of land owned by the Association.
- C The Unit Owner has submitted a request to the Association for approval of this exterior improvement, which is a landscaping enhancement and may or may not include hardscaping. Or, the Unit Owner came to agreement with the Bentley Ridge developer (DeChiaro Properties, LLC) to acquire such an improvement as part of the original purchase of the Unit.
- D The Unit Owner has agreed to bear the full cost of design and installation of the exterior improvement, that is or will shortly be installed in a common area of the Association, typically in proximity to their Unit.
- D The Unit Owner has submitted a request to the Association for approval of the exterior improvement, unless previously approved by the Bentley Ridge developer and construction-period condominium board.
- E Therefore, the Association has agreed and approved the design, layout, materials and specimens of the exterior improvement that shall be installed by the Association's approved landscaper.
- F The Association has commissioned the Association's landscaper to perform the work, and the exterior improvement will shortly be, or has already been accomplished.
- G The Association has agreed to accept title to this exterior improvement on the terms and conditions set out herein.

NOW THEREFORE

This Deed of Gift witnesses that for and in consideration of the premises and covenants set out herein, the Unit Owner and the Association hereby agree as follows:

1. Title to Improvement The Unit Owner hereby gifts the exterior improvement to the Association, and the Association agrees to accept and hold the exterior improvement in trust for the use and benefit of the Association and its community, in perpetuity.
2. Continuation of Design & Appearance The Association approves the design and appearance of the exterior improvement, and agrees to make no change or alteration to that, except for tangible reasons of safety. The Parties each further agree that they shall retain no right of revocation of this clause or Agreement.
3. Bush Replacement The Unit Owner agrees that, consistent with the practice of the Association, bush specimens that die or become permanently seriously diseased in appearance shall be replaced at this Unit Owner's expense, using the Association's approved landscaper, by healthy specimens of the

same general type and size as originally called-for in the approved landscaping enhancement (or as approved by motion or resolution of the Board). Further, that this Unit Owner obligation shall continue only and until the Unit Owner no longer holds any ownership right in the Unit referenced by the Unit Owner address, above.

4. Beds & Bushes

The Association agrees to maintain the shape and general location of mulch bed(s) created by the exterior improvement at their original location, shape and size, within the reasonable ability of a landscaper to maintain such consistency during activities such as edging and mulching. Changes to the outline of mulch beds that are required because of growth and maturity of specimens shall be permitted at the Board's discretion.

5. Hardscape Elements

The Unit Owner agrees to maintain the position, size and appearance of hardscape elements consistent with the original improvement. Such maintenance to be performed by the designated landscaper of the Association.

6. Ongoing Maintenance

The Association agrees to accept responsibility for the mulched areas and installed specimens. Further, the Association agrees to be responsible for ongoing mulching of mulched areas, edging of lawn perimeters, spraying and pruning of bushes. All such maintenance shall be performed consistently with the Association's calendar and practice of lawn and shrub area maintenance in general common areas adjacent to Units.

7. Non-Waiver

Failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

8. Severability

This Agreement shall be enforced to the fullest extent permitted by applicable law. If for any reason any term or provision of this Agreement is held to be invalid or unenforceable to any extent, then: (a) such term or provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; (b) such term or provision shall remain in effect to the extent that it is not invalid or unenforceable; and (c) such invalidity or unenforceability shall not affect any other term or provision of this Agreement.

9. Choice of Law

This agreement shall be interpreted under the laws of the State of Maryland. Any litigation under this agreement shall be resolved in the trial courts of Harford County, State of Maryland.

IN WITNESS WHEREOF

The parties have duly executed these premises and covenants as at the date below.

SIGNED AND AGREED

by Unit Owner(s) _____,

Date: _____

_____,

Signature of Unit Owner

_____,

Signature of Unit Owner(s)

SIGNED AND AGREED

By and for the **Bentley Ridge Condominium Association** by a majority of its duly authorized Board of Directors:

Date: _____

_____,

Signature

_____,

Position & Responsibility

Date: _____

_____,

Signature

_____,

Position & Responsibility