

CHAPTERLEIGH COVENANT & RESTRICTIONS

(Formerly Minebank)

1. The land in said tract and any lot or lots now or hereafter laid out thereon and any building or structure now or hereafter erected thereon shall be occupied and used for private residential purposes only, except that nothing herein contained shall be construed as preventing the use of any garage or garages, erected in accordance with the provision hereinafter contained, for the usual purpose of private, non-commercial garages.

2. The terms "building plot" and "lot" as herein used mean all that land improved for residential purposes only by a single dwelling and, if desired, a garage.

3. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure and the grading plan of the lot to be built upon, have been submitted to and approved in writing by the Company and a copy thereof as finally approved lodged with the Company. The Company shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built and the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building and other structure or the roadway as planned on the outlook from the neighboring or adjacent property. No change in the color scheme or outside appearance of any dwelling to be erected on any building plot in the development shall be made for a period of three years from the completion of said dwelling, except upon specific authority in writing by the Company.

4. No chickens, ducks, geese or other type of kind or fowl, nor horses, ponies, cows, or livestock of any kind whatsoever may be kept, maintained or bred on any lot or lots or in any dwellings or buildings erected thereon, nor shall any owner or occupant be permitted to breed or raise animals for commercial purposes.

5. No noxious or offensive trade or activity shall be carried on upon any building plot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

6. No building or portion of any building shall encroach upon the front and/or side street set-back areas, as provided for on the Plat of Minebank, aforesaid.

7. The Company, its successors and assigns, hereby expressly reserves unto itself, its successors and assigns; the right to grant and/or reserve an easement in and to 5 foot strips of land along the rear lines of each and every lot in said tract and in the reservations and easements shown on the Plat hereinabove referred to, together with the right to grant license or licenses to any person, firm or corporation, private or municipal, to install, erect and maintain public utilities in and upon said 5 foot strips and in and upon the reservations shown on said Plat, together with the right to enter upon such reservations to prune any trees or shrub on any lot, that, in the opinion of the Company, its licensees or assigns, may interfere with the construction, maintenance or efficiency of any electric, telephone or other public utility service.

8. It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street or road shown on the Plat herein referred to, the title to all such streets and roads being hereby expressly reserved to the Company; nor shall any deed from the Company hereafter made, conveying any part of the land included in said tract, be held to convey the title to or to dedicate the bed of any street or road, except where expressly so conveyed or dedicated in the deed.

9. The Company gives and grants to each owner hereafter acquiring title to any of the land included in the said tract the right to such use of streets and roads shown on said Plat or hereafter laid out in said tract as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such owner, but, subject to such use by said owners, the Company expressly reserves to itself, its successors and assigns, the title to both the surface and beds of all streets and roads and the right to use and occupy the same and to allow others to do so in any manner that does not materially interfere with said user of ingress and egress; and the Company further expressly reserves the right to grade, change the grade of, regrade, change the location of, close or partly close any street or road shown on said Plat or hereafter laid out in said tract; but no change of location or closing shall be made that will prevent reasonable and convenient ingress or egress to and from; or taking any portion of any lot sold or conveyed by the Company, its successors and assigns prior to such change of location or closing.

The Company reserves, however, the right to dedicate to public use and the right of convey to any public authorities or to any corporation having power to acquire the same, all its right, title and interest in and to any street or road shown on said Plat or hereafter laid out in said tract, subject to the rights of property owners as hereinbefore set out.

9. Any and all of the rights and powers (including discretionary rights and powers) herein reserved by or conferred upon the Company may be assigned or transferred by the said Company to any one or more persons, corporation or associations agreeing to accept them. Any such assignment and transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Baltimore County, and upon such recordation thereof the grantee or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers reserved by or conferred upon the Company by this instrument.

10. These covenants are to run with and bind the land and shall be binding upon all parties and all persons claiming under them until twenty-five years from the date of these presents, at which time said covenants shall automatically extend for successive periods of ten years, unless by a vote of the majority of the owners of the lots in fee simple or the leasehold estate therein (excluding mortgagees under mortgages on said properties or part thereof, and also excluding owners of annual ground rents who have a reversionary interest therein) it shall be agreed to change said covenants in whole or in part. The vote above provided for shall be taken within sixty days after the date of the termination of one of the periods aforesaid.

11. In the event of a violation or an attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons owning any real property in said development or subdivision and subject to these restrictions to prosecute any proceeding at law or in equity against such person or persons violating or attempting to violate such covenants and/or require the restoration of said property to conform with these covenants and restrictions.

12. Invalidation of any one of these covenants by a court of competent jurisdiction shall in nowise affect any of the other provisions which shall remain in full force and effect.