

THIS DECLARATION, Made this 30th day of OCTOBER, 1973, by

Leonard J. Attman, Lowell R. Glazer and Uptown Financial Corporation, a body corporate of the State of Maryland, trading as HUNT CREST JOINT VENTURE, a General Partnership as defined by the Maryland Uniform Partnership Act, (hereinafter referred to as "HUNT CREST JOINT VENTURE").

WHEREAS, HUNT CREST JOINT VENTURE is the Owner on record of certain parcels of land, and

WHEREAS, said parcels of land have been sub-divided into Lots, said Lots being designated as Lots 1 through 12 inclusive and Lots 24 through 29 inclusive, as shown on the Plat duly recorded among the Plat Records of Baltimore County in Plat Book No. 35 Page 112, the said Plat being entitled Plat "A" HUNT CREST ESTATES. Also, Lots No. 13 through 23 inclusive and Lots 30 through 34 inclusive, as shown on the Plat duly recorded among the Plat Records of Baltimore County in Plat Book No. 35 Page 113, the said Plat being entitled Plat "B" HUNT CREST ESTATES.

NOW THEREFORE, THIS DECLARATION WITNESSETH, That in consideration of the premises, the said HUNT CREST JOINT VENTURE, as hereinbefore set forth, does hereby declare that all of the said parcels of land shall be and are hereby made subject to the following underlying use restrictions:

1. LAND USE AND BUILDING TYPE - The land in said tract, and any lot or lots now or hereafter laid out thereon, shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two (2) automobiles, except and provided as follows:

- (a) Real Estate sales, Construction Offices and Signs may be erected, maintained and operated on any part of said land and in any building or structure now or hereafter erected thereon during the combined construction and sales period.
- (b) Any part of any dwelling now or hereafter erected on said land may be used as a Physician's Office or Dentist's Office without hospital facilities, for the treatment of patients and for the practice of said professions, provided that the Physician or Dentist using such office resides in the same dwelling in which such office is located.

No part of said land, nor any improvements now or hereafter erected thereon shall be used for any of the purposes set forth in sub-paragraph (a) or (b) hereof without the written consent and approval of the Architectural Control Committee as provided in Paragraph No. 2 below.

2. ARCHITECTURAL CONTROL - No building, fence, wall or structure of any kind shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure, fence or wall have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures and so to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Leonard J. Attman, Lowell R. Glazer, Harry L. Leavy and William I. Weinstein, all located at 6615 Rolaterstown Road, Baltimore, Maryland 21215. A majority of the Committee may designate a Representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated Representative, shall be entitled to any compensation for services performed pursuant to this covenant.

At any time, the then Record Owner of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the

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Committee or restore to it any of its powers and duties. The Committee's approval or disapproval is required within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. DWELLING COST AND SIZE - No dwelling shall be permitted on any lot at a cost less than \$50,000.00 based upon cost levels prevailing on the date these covenants are recorded for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, and garages, shall not be less than 1300 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one-story. For split level dwellings not containing an integral garage, the ground cover area shall not be less than 750 square feet and for split level dwellings containing an integral garage, the ground cover area shall not be less than 750 square feet exclusive of the area covered by the garage.

4. BUILDING LOCATION

- (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat or any amendment to or Resubdivision thereof. In any event, no building shall be located on any lot nearer than fifty feet to the front lot line or nearer than fifty feet to the side street right-of-way (on corner lots).
- (b) No building, including an integral garage, breezeway and garage, carport or enclosed porch shall be located nearer than eight (8) feet to an interior lot line, nor nearer than twenty (20) feet in the aggregate total for both side yard setbacks, except that only an eight (8) foot side yard shall be required for a separate garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line.
- (c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

(d) An encroachment into the aforesaid setback areas of not more than twelve (12) inches shall not constitute a violation of these Restrictions.

5. LOT AREA AND WIDTH - No dwelling shall be erected or placed on any lot having a width of less than 55 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

6. EASEMENTS - Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plats. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained constantly by the Owner of the lot except for those improvements for which a public authority or utility company is responsible.

7. NUISANCES - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES - No structures of any temporary character, trailer basement, tent shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence either temporarily or permanently.

9. SIGNS - No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a Builder to advertise the property during the construction and sales period.

10. LIVESTOCK AND POULTRY - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets, not in excess of two, may be kept provided that they are not kept, bred or maintained for any commercial purpose.

11. FENCES - No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines as shown on the recorded Plat or any amendment to or Resubdivision thereof. Where two adjacent houses are of different distances from the street, no fence or wall between these two shall be closer to the street than the front wall of the house most distant from the street. No fence or wall shall exceed 42 inches in height and shall not interfere with the underground or surface drainage structural pipes or ditches. This Restriction shall not apply to enclosures of patios or open garden courts and shall not apply to retaining walls required by topography, but which enclosures, patios and retaining walls shall require the written approval of the Architectural Control Committee as provided in Paragraph No. 2 hereof.

12. TERM - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the Owners of the lots has been recorded agreeing to change said covenants in whole or in part.

13. ENFORCEMENT - Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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14. SEVERABILITY - Invalidation of any one of these covenants

by Judgment or Court Order shall, in no way, affect any of the other provisions which shall remain in full force and effect.

It is further agreed, by and between the parties hereto, for themselves, and their respective personal representatives, heirs, successors and assigns, as follows:

(a) It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street or road shown on the Plats herein referred to, the title to all such streets and roads being hereby expressly reserved to HUNT CREST JOINT VENTURE; nor shall any deed from HUNT CREST JOINT VENTURE 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.

HUNT CREST JOINT VENTURE 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 Plats 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, HUNT CREST JOINT VENTURE expressly reserves to itself, its successors and assigns, the title in fee 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 HUNT CREST JOINT VENTURE further expressly reserves the right to grade, change the grade of, regrade, modify, change the location of, close or partly close any street or road shown on said Plats 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 HUNT CREST JOINT VENTURE, its successors and assigns prior to such change of location or closing. In addition, HUNT CREST JOINT VENTURE expressly reserves unto itself, its successors and assigns, the right, at or after the time of grading of any street or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street; but shall not be under any obligation or duty to do such grading or to maintain any slope.

HUNT CREST JOINT VENTURE reserves, however, the right to dedicate to public use and the right to 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 Plats or hereafter laid out in said tract, subject to the rights of property owners as hereinbefore set out.

(b) Any or all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon said company herein may be assigned or transferred by HUNT CREST JOINT VENTURE, its successors and assigns, to any one or more corporations or associations agreeing to accept same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Baltimore County and upon recordation thereof, the Grantee 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 HUNT CREST JOINT VENTURE by this Deed and Agreement.

Uptown Federal Savings and Loan Association, Uptown Financial

Corporation, and Sequoia Savings and Loan Association, Inc., holders of certain Mortgage liens from the said HUNT CREST JOINT VENTURE, each join in this Agreement for the express purpose of subordinating its respective Mortgage or Mortgages in favor of said covenants, conditions, agreements, restrictions, easements, etc. herein mentioned, thereby intending to make the properties described in said Mortgages and the Mortgage lien or liens subject to the covenants, conditions, agreements, restrictions, easements, etc.

AS WITNESS, The hands and seals of the parties hereto.

WITNESS

Catherine H. Feeney
CATHERINE H. FEENEY

Leonard J. Attman (SEAL)
Leonard J. Attman, General Partner

Catherine H. Feeney
CATHERINE H. FEENEY

Lowell R. Glazer (SEAL)
Lowell R. Glazer, General Partner

Catherine H. Feeney
CATHERINE H. FEENEY

Uptown Financial Corporation
By: Harry L. Leavy
Harry L. Leavy, President
General Partner, trading as Hunt Crest Joint Venture, a general Partnership as defined by the Maryland Uniform Partnership Act.

Catherine H. Feeney
CATHERINE H. FEENEY

Uptown Federal Savings and Loan Association
By: Harry L. Leavy
Harry L. Leavy, President

John R. Rosen
JOHN ROSEN

Sequoia Savings and Loan Association, Inc.
By: Jacob L. Cardin
Jacob L. Cardin, President

Catherine H. Feeney
CATHERINE H. FEENEY

Uptown Financial Corporation
By: Harry L. Leavy
Harry L. Leavy, President

TRANSFER TAX NOT REQUIRED

11-26-73
Walter R. Richardson
Director of Finance

Per: Anna M. Miller
Authorized Signature

