

"General Scheme of Development"

LIBER 5372 PAGE 011

T-102

THIS DECLARATION, Made this 26<sup>th</sup> day of June, 1973, by MONUMENTAL PROPERTIES, INC., a body corporate of the State of Maryland.

WHEREAS, MONUMENTAL PROPERTIES, INC. is the owner of all the lots of ground hereinafter described, as follows:

Plat 1, Section 4

Lots 1 to 9, Block W, both inclusive; lots 1 to 31, Block X, both inclusive; Lots 1 to 5 Block Y, Both inclusive; in Plat Book O.T.G. No. 35 folio 60, Woodbridge Valley.

Plat 4, Section 4

Lots 32 and 34, Block X; in Plat Book O.T.G. No. 35 folio 108, Woodbridge Valley.

Plat 2, Section 4

Lots 1 to 47, Block Z, both inclusive; Lots 6 to 11, Block Y, both inclusive; in Plat Book O.T.G. No. 35 folio 61, Woodbridge Valley.

AND WHEREAS, MONUMENTAL PROPERTIES, INC. for the purposes of creating and maintaining a general scheme of development, desires that the hereinbefore mentioned lots of ground shall be subject to the covenants and restrictions hereinafter set forth, which said covenants and restrictions shall be in addition to any restrictions made applicable to the aforesaid lots and/or some of them by virtue of the Agreement dated January 5, 1967 by and between this company and others as parties of the first part and North Rolling Road Improvement Association, et al, as party of the second part, which said Agreement is recorded among the Land Records of Baltimore County, Maryland, in Liber O.T.G. No. 4712, folio 47.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That MONUMENTAL PROPERTIES, INC., for itself, its successors and assigns, in consideration of the mutual benefits to be derived by it and them, does hereby impose on the land hereinabove described the following restrictions, covenants, conditions, agreements and reservations:

(1) That the said lots hereinbefore mentioned and any building or structure now or hereafter erected thereon shall be occupied and used for residence purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two and one-half stories in height, except and provided, however, as follows:

(a) Nothing herein contained shall be construed as preventing the use of any garage or garages, erected in accordance with the provisions hereinafter contained, for the usual vehicle housing purposes of private non-commercial garage or garages.

(b) Real estates sales, management and/or construction offices may, with the consent and approval of Monumental Properties, Inc. (hereinafter referred to as "Company"), be erected, maintained and operated on any part of said land and/or in any building or structure now or hereafter erected thereon provided such offices are solely used or operated in connection with the development of said land or the construction of improvements on said land, or the

management, rental or sale of any part of said land, or of improvements now or hereafter erected thereon, but no part of said land, nor any part of any improvements now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this sub-paragraph (b) without the written consent and approval of Company being first had and obtained.

(c) Any part of any dwelling house or other building now or hereafter erected on the said land, may, with the written consent and approval of Company, be used as a physician's office or dentist's office, without hospital facilities, for the treatment of patients, and for the practice of such professions, provided that the physician or dentist using such office resides in the same dwelling house in which such office is located, but no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (c) without the written consent and approval of Company being first had and obtained.

(d) Any part of said land and any improvements now or hereafter erected thereon, may with the written consent and approval of Company, be used for a church, school, library, playground, non-profit community swimming pool, non-profit community tennis court, park, automobile parking area for non-commercial vehicles, place of public assembly for community meeting, and for any or all of the usual purposes and functions incidental to or connected with any or all of the foregoing, but no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (d) without the written consent and approval of Company being first had and obtained.

(2) No building, fence, (or hedge), wall, sign, swimming pool, tank or structure of any kind shall be commenced, erected or maintained on said land, nor shall any addition to or change or alteration therein be made, until the plans and specifications in duplicate showing the nature, kind, shape, height, materials, color, locations and approximate cost of such structure shall have been submitted to and approved in writing by Company. Company shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons, and in so passing upon such plans and specifications, it shall have the right to take into consideration the use and suitability of the proposed building, fence (or hedge), wall, signs, swimming pool, tank or structure, changes, additions, alterations and location thereof, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony with the surrounding, including the color pattern thereat, and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property. In addition to the foregoing provisions of this paragraph (2), in no event shall any fence (or hedge), or wall be erected, placed, altered or permitted to remain on any lot nearer to any street than the minimum setback line as provided in paragraph (3) hereof. Where two adjacent houses are different distances from the street, no fence or wall between these two lots shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences, where permitted and approved by the Company shall not exceed 42" in height and shall not impede surface drainage. Privacy enclosures of open patios or garden courts shall not be limited to 42" in height, but any such fence or enclosure, including retaining walls must have written consent and approval of the Company.

(3) 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 plat aforementioned. In no event shall any building be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, caves, steps, and open porches shall not be considered as a part of a building provided, however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An encroachment into the aforesaid setback areas

of not more than 12 inches shall not constitute a violation of the restrictions contained in this paragraph or of the setbacks shown on the aforesaid plat or any amendment to said plat or re-subdivision thereof.

(4) No dwelling shall be permitted on any lot the cost of construction of which is less than \$9,000.00 at the cost prevailing on the date these covenants are recorded. The ground floor area of the main structure exclusive of one story open porches and garages shall not be less than 960 square feet for a one-story dwelling nor less than 600 square feet for a dwelling of more than one story. For split level dwellings the ground cover area shall not be less than 800 square feet.

(5) No chickens, ducks, geese, or other type or kind of fowl, nor rabbits, horses, ponies, goats, cows or livestock or any kind whatsoever may be kept, maintained, or bred on any lot or lots or in any dwelling or building erected thereon, nor shall any owner or occupant be permitted to breed fur bearing or domestic animals such as cats and dogs, etc. or to keep any animal other than two such domestic animals on the premises.

(6) No nuisance shall be maintained, allowed or permitted on any part of said land and no use thereof shall be made or permitted which may be noxious or detrimental to health.

(7) No structure of a 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.

(8) No advertising or display signs of any character shall be placed or maintained on any part of the land nor on any building erected on said land, except with the express written consent of Company. This shall not prohibit the display of customary "For Rent" or "For Sale" signs, not larger than twenty-eight by twenty inches wide on a dwelling house by the owner thereof, excepting that for the first year following completion of the dwelling on the property, the owner or resident, in attempting to sell or lease the property, shall not display any signs advertising the property for sale or rent except with the express written consent of Company.

(9) No outside radio tower or television or radio antenna in excess of four feet in height shall be erected, installed or maintained on any part of said land, or any improvements thereon, until the Company has first given its approval, in writing, to the type, height and location of the tower or antenna, proposed to be so erected, installed or maintained.

(10) No permanent type of exterior clothes dryer shall be erected, installed or maintained on any part of said land, or any improvements thereon; only the collapsible or retractable type clothes dryer shall be used.

(11) No awnings shall be installed or maintained over the front or side porches, doors, or windows of any building.

(12) The aforesaid covenants numbered (1) to (11) inclusive are to run with the land and shall be binding on all parties and all persons claiming under them until June 1st, 1993, and may be extended for a longer period in the manner hereinafter set forth. On and after June 1st, 1993, the powers and duties of the Company with respect to said covenants shall cease. But said covenants may thereafter be enforced by the appointed representative or representatives if prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by Company. Any and all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon the Company may be assigned or transferred by said Company 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 or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all of the rights and powers

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reserved by or conferred upon Company by this Declaration.

(13) Enforcement of the above restrictions shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Easements for installation and maintenance of utilities and drainage facilities are hereby reserved by Company as shown on the plat hereinabove mentioned and over the rear five feet of each lot. An additional easement or easements, each five feet wide, is hereby reserved in the lot or lots to be conveyed running along one or both sides of the lot as the Company may determine upon for storm water sewers and surface drains (said additional easements not to be applicable as to the lots that Company permits to be built upon for their entire width). 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 of 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 continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No conveyance by Company of any of the aforesaid lots, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of the aforesaid easements, or any of them, even though said conveyance purports to convey the lot or lots in fee simple, or by other language purports to convey Company's entire interest therein, but, such effect shall only arise if the said conveyance expressly and specifically recites it to be the intention of Company to thereby convey or release said easements. Likewise, (restating and reaffirming the operation and effect of said numbered paragraphs) each and every conveyance of said lots or any of them, or of any interest in said lots, or any of them, by Company shall be deemed and understood to be also subject to the aforesaid restrictions, numbered (1) to (11) inclusive (and to any other applicable restrictions now of record), whether or not the conveyance shall so state.

Invalidation of any one of the aforesaid restrictions numbered (1) through (11) and/or any of the aforesaid reservations shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the corporate seal of the said MONUMENTAL PROPERTIES, INC. and the signature of its President or Vice-President.

WITNESS:

*Laura G. Ruby*  
\_\_\_\_\_  
Laura G. Ruby

MONUMENTAL PROPERTIES, INC.

BY: *Harry L. Whitehead*  
\_\_\_\_\_  
Harry L. Whitehead, President  
Vice,

STATE OF MARYLAND,

TO WIT:

I HEREBY CERTIFY, that on this 22nd day of June, 1973, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Harry L. Whitehead who acknowledged himself to be the Vice President of MONUMENTAL PROPERTIES, INC., and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as Vice President.

WITNESS my hand and Notarial Seal.

*Laura G. Ruby*  
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Notary Public  
Laura G. Ruby

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Filed for record JUN 28 1973 at My commission expires: July 1, 1974

Per Elmer H. Kahline, Jr., Clerk  
Mail to THE TITLE GUARANTEE COMPANY  
Receipt No. 11.00