

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MANOR CROSSING SUBDIVISION

C RC/F 50.00
CC IMP 2.00
DECLAR 0 #
SM CLERK 52.00
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08/20/91

THIS DECLARATION is made on this 8th day of August 1991, by JOHN E. ATKINSON and MARGARET A. ATKINSON (collectively the "Declarant").

RECITALS:

1. Declarant is the owner of a portion of the real property described in a Deed dated August 15, 1985 from Harry Chapline Staley, Jr. and Leah Lane Staley to Declarant, and recorded in the Land Records of Baltimore County at Liber 7005, Page 514 (the "Property"), as shown on that certain plat (the "Plat") entitled "Manor Crossing," and recorded or intended to be recorded in the Land Records of Baltimore County (excluding Lot 10 on the Plat, which is owned by Jeffrey J. Kline); and

2. In order to provide for the preservation of the values and amenities of the residential building lots (excluding Lot 10) shown on the aforesaid Plat (the "Lots"), Declarant deems it necessary and desirable to subject the Lots to the covenants and restrictions hereinafter set forth, each and all of which are for the benefit of all of the future owners of the Lots.

WITNESSETH:

NOW, THEREFORE, Declarant does hereby establish and impose upon the Lots the covenants and restrictions hereinafter set forth, and hereby declares that all of the Lots shall be held, sold and conveyed subject to the covenants and restrictions, to be jointly and/or severally observed and enforced by Declarant and all Owners (hereinafter defined), intending that the same shall run with, burden and bind the Lots. For purposes of this Declaration, the term "Owners" shall mean the holder of record title to the fee interest in any Lot, including Declarant, or any common or joint holders thereof if such Lot is owned by more than one person or

AGRICULTURAL TRANSFER
NOT APPLICABLE

SIGNATURE JR DATE 8-20-91

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

JR 8-20-91
By _____ Date

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY MARYLAND

Per Gabriel Henry
Authorized Signature

Date 8-20-91 Sec. 33-139 Declarant

entity, whether or not such holder or holders actually reside thereon.

ARTICLE I

ARCHITECTURAL CONTROL

Section 1.01. Review by Committee. No fence, wall, accessory building or any other structure or improvement of any kind shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change or improvement, including change of colors, be made to any building upon any Lot or affecting any exterior feature, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of same have been submitted to and approved in writing by the Architectural Review Committee (as defined below) as to harmony of external design and location in relation to surrounding structures. In the event the Architectural Review Committee fails to approve or disapprove any proposed improvement, change or addition described herein within sixty (60) days after the plans and specifications therefor have been submitted to it, approval shall conclusively be deemed to have been given.

Section 1.02. Architectural Review Committee.

(a) The Declarant shall designate three (3) individuals to serve as the Architectural Review Committee (the "Committee"). At the time of formation of the Committee, the Declarant shall notify the Greater Jacksonville Community Association, Inc., and such Community Association shall have the right to designate one (1) individual to serve as one of the three (3) members of the Committee. In the event such Community Association fails to designate promptly an individual to serve on the Committee, the Declarant shall designate the third member. The Declarant shall have the right to assign its rights and obligations under this Declaration to an Architectural Review Committee established by the Owners of a majority of the Lots. In the event of the death or

resignation of a member of the Committee, the Declarant shall select a new member. If the Declarant fails to name the new member in writing within thirty (30) days of said vacancy, the remaining members shall select a new member.

(b) Declarant may, in its sole discretion, at any time after three (3) years from the date of the recordation of this Declaration, grant the powers and authority conferred upon Declarant in this section to the Owners by notifying all Owners, in writing, of Declarant's election to make such grant. Declarant shall then record in the Land Records of Baltimore County an Assignment and Termination of Declarant's rights hereunder. Not later than thirty (30) days following said written notice from Declarant, the Owners, at a meeting duly called, upon at least ten (10) days' written notice, shall, by majority vote, designate, in writing, the new members of the Committee. In the event of the death or resignation of a member of the Committee, or in the event a member shall cease to be an Owner (other than the representative from the Greater Jacksonville Community Association), the Owners, as provided above, shall elect the new member, in writing, within thirty (30) days of said vacancy. Should the Owners fail to name a new member within thirty (30) days, the remaining members of the Committee shall promptly name the new member, in writing. Any member of the Committee may be removed, with or without cause, by majority vote of the then-current Owners.

Section 1.03. Rules and Regulations. The Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and shall make available such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details as it may consider necessary or appropriate. The Committee shall charge and collect a fee of Fifty

Dollars (\$50.00) for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

ARTICLE II

COVENANT FOR EXTERIOR MAINTENANCE

Section 2.01. Obligation and Remedy. Each Owner shall keep all Lots owned by him or her, and all improvements located thereon, in good order and repair, including but not limited to, the mowing of all lawns, the pruning of all shrubbery and the painting, repair and other appropriate external care of the exterior of all dwelling units and other improvements, all in a manner and with such frequency as is consistent with good property management. Each Owner shall also maintain in good order and repair, or replace, if necessary, any fencing located on their Lots. If any Owner fails to perform the duties imposed by the preceding sentence, the Declarant, the Committee, or any two (2) or more Owners, after thirty (30) days' written notice to the offending Owner to remedy the condition in question, shall have the right to seek judicial enforcement of this covenant; and, the cost of any proceedings shall be at the expense of the offending Owner and shall promptly be reimbursed to the Declarant, the Committee or other Owners bringing the enforcement action.

Section 2.02. Maintenance of Easement Areas. Easements for the installation and maintenance of utility lines and facilities over, under and through the Lots, as shown on the recorded subdivision plat or as recorded in a separate instrument for the Lots, are hereby reserved. Within these easement areas, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utility lines or which may change the direction in or the flow of drainage channels in the said easement areas, or which may have obstruct or retard the flow of waters through drainage channels in the easement areas. The

easement areas on each Lot shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or a private or public utility company is responsible.

Section 2.03. Grading/Drainage. Declarant, its designees and assigns, shall have the right and privilege from the date hereon to enter upon any Lot at any time to change the grade of the ground and/or install or change drainage control devices on such Lot so as to alleviate any possible drainage and/or run-off problems incurred in or resulting from the development of real property of the Declarant or its designees or assigns. Drainage swales which have been constructed to facilitate the drainage of one or more adjoining Lots shall have no structures or planting thereon. Modifications to the grade of said swale is prohibited. The drainage swale shall be maintained continuously by the Owner.

ARTICLE III

USE RESTRICTIONS

Section 3.01. Use of Lots. No Lot shall be used except for residential purposes, except for Lot 7, which may be used for normal farming or agricultural activities, including the maintenance of horses or ponies, subject to the covenants and restrictions contained herein.

Section 3.02. Fences and Walls. No fence or wall of any kind shall be erected or constructed on any portion of a Lot closer to the street than the front corner of the house. No fence or wall shall be erected on or near any property line of any Lot without first obtaining a staked survey of such property line.

Section 3.03. Vehicle Restrictions. Except for parking within garages, no junk vehicle, unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), commercial vehicle, trailer, camp truck, house trailer, boat or other similar machinery or equipment shall be kept upon any Lot, nor (except for bona fide

emergencies), shall the repair or extraordinary maintenance of automobiles, or other motor vehicles be carried out thereon. All garages shall be entered from the side of the dwelling unit.

Section 3.04. Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjoining Owners or others in the surrounding community.

Section 3.05. Signs. No signs other than signs for the sale of a dwelling unit shall be displayed, which signs shall not exceed four (4) square feet.

Section 3.06. Trash. No trash, garbage or other waste shall be maintained upon any Lot except in closed, sanitary containers, maintained in good repair at all times, nor shall such containers be permitted to remain in public view except on days of trash collection.

Section 3.07. Antennas. No outside television or radio antennas shall be erected, installed or maintained on any Lot, or any structures thereon. No satellite dishes shall be installed on any Lot without the prior written approval of the Committee.

Section 3.08. Temporary Structure, Pools, Storage Buildings. Except on Lot 7, no structure of a temporary character, shed, barn, storage building or other outbuilding may be stored or constructed on any Lot at any time either temporarily or permanently. Any such improvement to be constructed upon Lot 7 must receive the prior written approval of the Committee. In addition, no above-ground pool may be erected or constructed on any Lot at any time.

Section 3.09. Livestock and Poultry; Pets. No maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number shall be permitted on any Lot or within any dwelling unit, except that this shall not prohibit the keeping of no more than two (2) each of dogs, cats or caged birds as domestic pets provided they are not kept, bred or

maintained for commercial purposes and, provided further that such domestic pets are not a source of annoyance or nuisance to other Owners. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law.

Section 3.10. Subdivision. Except for Lot 7, which may be subdivided into one additional lot, no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

Section 3.11. Surface of Property. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line may be installed or maintained upon any Lot above the surface of the ground.

Section 3.12. Trees. No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without the prior written approval of the Committee.

Section 3.13. Fires. No outdoor fires shall be permitted on any Lot, except for barbecue fires in standard grills. Firewood shall only be permitted in the rear yard of a Lot, and shall be neatly stacked.

Section 3.14. Waters and Ponds. No Owner shall allow any condition to exist upon their Lot which could induce breeding of insects or rodents, in particular ponds or water containers which may harbor mosquito larva.

Section 3.15. Clotheslines. No clotheslines or other clothes-hanging devices such as reels, poles or frames shall be permitted on any Lot.

Section 3.16. No Erosion. No Lot shall be so used or maintained as to cause any erosion of soil or sediments. During the grading of any improvements upon any Lot, adequate arrangements shall be made to ensure that no erosion of soil or sediment shall take place. Except for areas on which structures, walks or paving has been erected or installed, all areas shall be planted with vegetated cover and/or landscaped as soon as possible after final grading and shall be properly maintained in said condition thereafter.

Section 3.17. Driveways. Owners of the Lots shall be responsible for paving all driveways with a hard, durable surface such as macadam, tar and chip, concrete or other similar material. Paving shall be completed within one (1) year from the date of commencement of construction of the dwelling unit on the Lot.

Section 3.18. Enforcement. If any Owner violates the covenants or restrictions contained in this Article, the Committee, the Declarant, or any two (2) or more Owners, after thirty (30) days' written notice to the violating Owner to correct the violation in question, shall have the right to seek judicial enforcement of the restrictions; and, the cost of any proceedings shall be at the expense of the violating Owner and shall promptly be reimbursed to the Committee, the Declarant or other Owner bringing the enforcement action. Notwithstanding the foregoing, the covenants and restrictions contained in Sections 3.02, 3.04, 3.06, 3.08, 3.12, and 3.14 shall not apply to or be enforceable against the Owner of a Lot during the period of new or original construction of a dwelling unit.

ARTICLE IV

JOINT DRIVEWAYS

Section 4.01. Joint Driveways. Any driveway which is built or installed as part of the original construction upon the Property and which is situated on the dividing line between the Lots or partly on one Lot and partly on another Lot or other Lots, shall constitute a joint driveway for the equal and common use and benefit of the Owners of any Lots which it is reasonably designed to serve, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding joint driveways and of liability for property damage due to negligent or willful acts or omissions regarding the same shall apply thereto.

Section 4.02. Repair and Maintenance. The cost of reasonable repair and maintenance (including snow removal) of any joint driveways shall be shared in equal amounts by the Owners who make use of the same.

Section 4.03. Damage or Destruction. In the event any joint driveway is destroyed or damaged, any Owner who has used the same may restore it, and if the other Owner thereafter makes use of the same, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4.04. Easement. There shall be a perpetual and non-exclusive easement, through and over any such joint driveway reserved to the Owners of any Lot or Lots upon which the same has been built or installed or which the same has reasonably been designed to serve and no person shall in any way interfere with the free and unobstructed use thereof by said Owners.

Section 4.05. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article

shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE V

GENERAL PROVISIONS

Section 5.01. Enforcement. The Declarant, the Committee, or any two (2) or more Owners shall have the right to enforce the covenants and restrictions provided for herein, by any proceeding at law or in equity. The failure of the Declarant or any Owner to enforce any of the covenants or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 5.02. Severability. Invalidation of any one of the covenants and restrictions contained herein by judgment or court order shall in no way affect any other provision herein contained, which shall remain in full force and effect.

Section 5.03. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded among the Land Records of Baltimore County, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time after the first twenty (20) year period by an instrument signed by the Owners of not less than seven (7) of the Lots. An amendment shall be entitled to be recorded if executed by each of the Owners who approve the amendment. Any amendment to the Declaration must be recorded among the Land Records of Baltimore County.

Section 5.04. Assignability. The Declarant, its legal representatives, successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to assign fully or partially its rights, title and interest under this Declaration, as Declarant, and its assignee shall take such rights subject to any and all obligations of the Declarant herein.

Any such assignment hereunder must be in writing and recorded among the Land Records of Baltimore County.

IN WITNESS WHEREOF, this Declaration has been duly executed and sealed as of the day and year first above written.

WITNESS:

L. Hilbert

John E. Atkinson
John E. Atkinson

(SEAL)

L. Hilbert

Margaret A. Atkinson
Margaret A. Atkinson

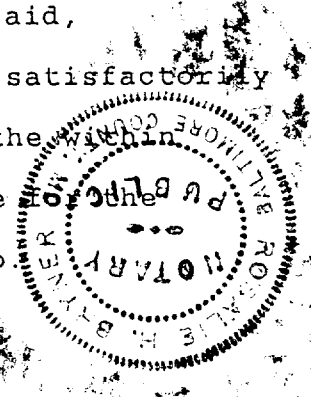
(SEAL)

STATE OF MARYLAND, COUNTY OF *Baltimore*, to wit:

I HEREBY CERTIFY that on this *8th* day of *August*, 1991, before me, a Notary Public in and for the State aforesaid, personally appeared JOHN E. ATKINSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the instrument, and acknowledged that he executed the same purposes therein contained by signing his name thereto

AS WITNESS my hand and notarial seal.

Rosalia S. Dupres
Notary Public



My Commission Expires: January 1, 1992

STATE OF MARYLAND, COUNTY OF *Baltimore*, to wit:

I HEREBY CERTIFY that on this *8th* day of *August*, 1991, before me, a Notary Public in and for the State aforesaid, personally appeared MARGARET A. ATKINSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to

the within instrument, and acknowledged that she executed the same for the purposes therein contained by signing her name thereto.

AS WITNESS my hand and notarial seal.

Rosalie H. Bryner
Notary Public



My Commission Expires: January 1, 1992

AFTER RECORDING, PLEASE RETURN TO:

JOHN E. ATKINSON
6102 Moyer Ave
Baltimore, MD. 21206.

DECL0648.JMB