

3/5/74 Mailed to: Developers General Corp., Towson, Md.

Initial
PRA

THIS DECLARATION OF RESTRICTIONS, made this 13th day of February, 1974, by RESIDENTIAL PROPERTIES, INC., a body corporate of the State of Maryland, hereinafter called the "Company" and BALTIMORE COUNTY SAVINGS AND LOAN ASSOCIATION, INCORPORATED, a body corporate organized and existing under the laws of the United States of America, herein called the "Association":

FEB 19-74 B #28336 *****38.00

WHEREAS, the Company is seized and possessed of certain land in Harford County in the State of Maryland acquired by it by virtue of a Deed from Crawford L. Harrison and Rhoda S. Harrison, his wife, dated April 7, 1969, and recorded among the Land Records of Harford County in Liber G.R.G. No. 808, folio 504; and

WHEREAS, said land is subject to two mortgages from the Company to the Association, the first dated January 12, 1973, and recorded among the Land Records of Harford County in Liber H.D.C. No. 916 folio 966; and the second dated October 26, 1973, and recorded among the aforesaid Land Records in Liber H.D.C. No. 939 folio 738; and

WHEREAS, the Company has caused parts of said land to be subdivided into residential lots as shown on Plats thereof entitled respectively, "SECTION IV, BRANDYWINE FARMS", which plat is recorded among the Land Records of Harford County in Liber H.D.C. No. 28 folio 72, and "SECTION V, BRANDYWINE FARMS", which plat is recorded among the Land Records of Harford County in Liber H.D.C. No. 28, folio 73; and

WHEREAS, it was the intention of the Company to develop the land as shown on said plats as a residential community, and to assure therefor a uniform plan and scheme of development, and to that end has adopted the covenants, conditions, and restrictions as hereinafter set forth, for the following purposes:

HARFORD COUNTY CIRCUIT COURT (Land Records) HDC 945, p. 0473, MSA_CE54_842, p. 0473, MSA_CE54_842. Date available 05/16/2006. Printed 08/01/2025.

- (1) To protect the purchasers of lots in said subdivision from depreciation in the value thereof, and to insure them of uniformity of development of the said lots; and
- (2) To facilitate the sale by the Company, its successors and assigns of the land in said subdivision by reason of its ability to assure such purchasers of uniformity and protection against such depreciation; and
- (3) To make certain that said restrictions shall apply uniformly to all lots on the above referred to plats to the mutual advantage of the owner, developer, mortgagee, and to all those who may in the future claim title through the owner, developer, purchaser, or mortgagee;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Company does hereby establish and impose upon those lots shown on said plats entitled "SECTION IV, BRANDYWINE FARMS" and "SECTION V, BRANDYWINE FARMS" the following protective restrictions, covenants, and conditions to be observed and enforced by it, its successors and assigns, as well as by all purchasers of lots as shown on these plats, to wit:

BRANDYWINE FARMS

SECTIONS IV AND V

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BRANDYWINE FARMS

SECTIONS IV AND V

1. LAND USE

The land included in said plats, except as hereinafter provided, shall be used for private residential purposes only and no building of any kind whatsoever shall be erected, altered, or maintained thereon except a private dwelling house for occupancy by not more than one family, together with an accessory private garage for the sole and exclusive use of the owner or occupant of the lot upon which said garage is erected.

No part of the land covered by these covenants, conditions and restrictions shall at any time be used for semi-detached houses, duplex houses or other type of multiple housing units; it being the intention of the Company that all of the land contained within the area covered by this Declaration shall be used solely for single family dwellings, and no other purposes, except such purposes as may be specifically reserved hereunder in the preceding and succeeding sections of this Declaration.

However, nothing in this restriction shall preclude a physician or dentist living in the development from practicing his profession in his dwelling provided that he obtain specific written permission for such practice and approval of the size and type of any signs proposed to be used from the Company or its nominees as hereafter provided.

On lots now or hereafter specifically designated for such purposes by the Company, there may be established a recreation area, community area, open green spaces, and constructed appurtenances thereto.

2. ARCHITECTURAL REQUIREMENTS

(a) Dwelling Size. The finished first floor living area of any dwelling (exclusive of garages and open or enclosed porches) erected or maintained on any lot shall not be less than the following, nor shall the total area of finished living area, enclosed porches and garages of any dwelling (exclusive of open porches and basement area) erected or maintained on any lot be less than the following:

<u>TYPE DWELLING</u>	<u>FINISHED FIRST FLOOR AREA</u>	<u>TOTAL AREA</u>
1 Story Dwelling	1,400 Square Feet	1,800 Square Feet
1-1/2 Story Bi-Level	1,450 Square Feet*	2,200 Square Feet
1-1/2 Story Split-Level	1,500 Square Feet*	2,000 Square Feet
2 Story Dwelling	1,000 Square Feet	2,200 Square Feet

* or 1,300 Square Feet with an attached garage to the side of the dwelling.

The finished living area, enclosed porch or garage area of the lower 1/2 story level of a 1-1/2 story structure shall be deemed part of the total area of the dwelling and not as basement area. The area below grade of a 1 story or 2 story dwelling, whether garage, open or enclosed porch, finished or unfinished floor area, shall be deemed basement area only. The first floor of a 1-1/2 story split-level shall be deemed as the middle and upper levels combined.

(b) Building Heights. No dwelling shall exceed 2-1/2 stories or 30 feet in height, and no accessory structure shall exceed one story or 15 feet in height.

(c) Building Materials. No cement, cinder or other block or unfinished concrete walls shall be permitted to show above finished grade on any dwelling, accessory structure, walls or any other improvements.

(d) Garages. All dwellings shall have a minimum of a 1-car garage which shall be erected at the same time as the dwelling. All private garages erected on any lot must harmonize in exterior construction and appearance with that of the dwelling house.

(e) Other Structures. No structure shall be moved on to or erected upon any lot unless it shall conform to these restrictions.

3. CONSTRUCTION OF GARAGES

No private garage may be erected on any lot before the erection of a private dwelling house. However, where two contiguous lots are in single ownership and are used for one dwelling as if a single lot, this restriction shall apply to the two lots as if they were one.

4. TEMPORARY STRUCTURES

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

5. CONSTRUCTION PERIOD

All buildings or improvements commenced upon any lot shall be completed within nine months from the date construction has begun or ground broken; and such completion shall include the seeding and/or sodding of the lawn area as required and the completion of a hard surfaced driveway as required.

6. DRIVEWAYS

All lots with completed dwellings shall have a hard surfaced driveway with driveway parking area for two cars. In the case of a physician or dentist practicing in his home, a driveway parking area for six vehicles shall be required. All driveways shall be constructed of blacktop, macadam, concrete or such other durable hard surface material as shall be expressly approved in writing by the Company.

7. BUILDER'S SHACK AND SALES OFFICES.

Any builder's shack or other structure erected or placed to facilitate the building of a house shall be removed within thirty (30) days after the construction of the house is completed.

Nothing herein shall prevent the Company or its assigns from erecting and maintaining field and sales offices to be used in conjunction with the development and sale of the lots and houses and such signs, displays, and other advertising devices as the Company may deem necessary or proper.

8. ARCHITECTURAL CONTROL

No building, garage, barn, fence, wall, regrading, or other structure or improvement shall be commenced, erected or maintained nor shall any addition to, change, or alteration therein be made in structure, color, or contour on any lot, nor shall any work be commenced or performed (other than landscaping) which may result in a change in the exterior appearance of a structure or property, until the plans and specifications, showing the nature, kind, shape, dimensions, appearance, material, floor plans, color, scheme, location, exterior plans and details, driveway plans and location, sewerage and water plans, proposed topographical changes (which may alter the flow of surface drainage or alter the existing topography of the land), together with the cost of said improvements and a designation of the party or parties to perform the work in said improvements and alterations, have been submitted to and approved in writing by the Company, or its assigns. The Company shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, the quality of workmanship, nature of materials, harmony of external design with existing structures, choice of colors, changes in topography, grade elevations and/or drainage, the financial ability of the owner to complete the work in accordance with these restrictions, factors of public health or safety, the effect of such proposed change or work upon the use, enjoyment or value of other neighboring properties, the suitability of the proposed improvements and alterations with its surroundings and the effect of the buildings or other planned structures or improvements on the outlook from the adjacent or neighboring properties. The Company shall have the right to refuse to approve any such plans or specifications or grading and location plans which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described specifications, shall be submitted to the Company by registered or certified mail or in person in which case a written receipt shall be obtained. The Company shall have the right to charge a processing fee, not in excess of \$50.00, for such requests.

After construction, structures shall be maintained in strict conformity with the plans and specifications so approved.

9. FRONTAGE OF LOTS

A corner lot shall be deemed to front upon the street upon which it has its smallest frontage, unless the Company shall designate on the aforesaid plats that the front shall be otherwise. Interior lots shall be deemed to front upon the lot line designated on the aforesaid plats. All other lots shall be deemed to front upon the street.

10. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than as shown by minimum building lines on said plats, nor nearer than 20 feet to any side lot line, nor nearer than 50 feet from any rear lot line, except where expressly shown otherwise on said plats by minimum building lines.

11. OTHER SET BACKS

No fences, walls or hedges shall be erected or placed near to any street lot line than the minimum building line.

12. CLOTHES LINES

All clothes lines must be placed in the rear of the dwellings and not in either front or side yards.

13. TRAFFIC VIEW

No structure, planting, shrubbery, or any other obstruction shall be placed on any lot so as to block the clear view of traffic on any streets, and in no case on any corner lot shall any planting be done that will exceed three feet in height, except shade trees which shall be trimmed so that a clear view may be maintained to a height of eight feet, closer than twenty feet from either street lot line within 150 feet of the street intersection.

14. FRONT LAWN

The area within 80 feet of the front lot line shall be kept only as a lawn for ornamental or decorative planting of shrubbery.

15. FENCES AND WALLS

Fences and walls shall not exceed four (4) feet in height and shall not impede surface drainage. This restriction shall not apply to enclosures of patios, pools, or open gardens and shall not apply to retaining walls required by topography. Short sections of fencing, for such purposes as patio and pools, privacy screens, work area screens, and the like, may be higher than four (4) feet provided they are not nearer than the minimum building lines to any lot line, and provided they are located to the rear of the front face of the dwelling. Under no circumstances, however, may they exceed a height of eight (8) feet. All fences and walls shall require the prior written approval of the Company as provided in Section 8.

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16. RUBBISH AND TRASH, MOWING

All lots sold in this subdivision shall be kept in sod, free from rubbish and trash of any kind, clean and neatly mowed so that grass and weeds do not exceed eight inches in height. In the event the purchasers of any lot or lots herein do not so maintain their lots, then the Company shall have the right to enter upon said lot or lots to cut and remove the grass, weeds, rubbish or trash from any vacant or unimproved lot as often as the Company shall deem the same to be necessary, and the purchaser or purchasers of any lot so benefited shall pay reasonable charges for such services as from time to time is determined by the Company. Such charges shall not be in an aggregate amount of more than Forty Dollars (\$40.00) in any calendar year for any lot of one acre size or less, nor not be greater than Forty Dollars (\$40.00) per acre in any calendar year for any lot greater than one acre in size, and such charges shall be a charge upon the lot or lots thus benefited until paid.

17. WOODED LOTS

Wooded lots shall be maintained in a wooded condition both prior to and upon the completion of the dwelling. The above condition shall not preclude limited clearing of the lot and thinning of the trees for the construction of a dwelling and such clearing and thinning as may be required by government regulation. However, in no event, shall greater than 25% of the lot area nor greater than 25% of the trees with greater than 6" diameter be cleared without the prior written consent of the Company.

18. POLLUTION

No lot or lots shall be so used as to cause any pollution to the streams, lakes or ponds in or near said subdivision, nor to any adjoining properties' water supplies.

19. EROSION

The lots shall not be so used or maintained as to cause any erosion of soil or sediment into the streams, lakes or ponds in or near said subdivision. During grading and construction of any improvements upon said lots, the owner or owners of the same shall make adequate arrangements, to see that there is no erosion of soil or sediment into the streams, lakes or ponds in or near said subdivision. In the event the owner or owners of any lot or lots herein do not so maintain their lots, then the Company shall have the right to enter upon said lot or lots to make the necessary improvements to cause said erosion to be stopped and prevented whenever the Company shall deem the same to be necessary, and the owner or owners of any lot so benefited shall pay reasonable charges for such services as determined by the Company, and such charges shall be a charge upon the lot or lots thus benefited until paid.

20. NEAT APPEARANCE

Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Refuse or refuse containers shall not be stored or placed on any property where they will be visible from any street.

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21. NOISE

Any activity which results in excessive or disturbing noise to neighbors or the neighborhood, including but not limited to outside construction, electric sawing, excavation, or well drilling, shall not be allowed at any time on New Year's Day, Easter, Memorial Day, the Fourth of July (excepting fireworks as allowed by law), Labor Day, Thanksgiving, Christmas, Sundays, or any other national holiday, nor on Saturdays before 9 A.M. nor after 5 P.M., nor on any other day before 7 A.M. nor after 5 P.M., nor at any other time which would be unreasonable, without the prior written consent of the regular occupants of all lots within 225 feet of the lot or other area where said activity is to take place; and in the event that a designated community common property is within the above prescribed distance, prior written consent must also be obtained from the owner of said area. The intention of this provision is to guarantee the quiet enjoyment of properties to their owners or occupants during the above described times. However, nothing in this Section shall be deemed to prevent the Company at any time from carrying out the construction of streets and drainage facilities, or making any other improvements to the development for which it bears responsibility, nor to prevent at any time emergency maintenance and repairs or other repairs of any building, property, improvements, or other facilities in the development that may become necessary.

22. NUISANCES

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or to any adjoining property owners.

23. ANIMALS

No poultry, hogs, cattle, sheep, or other livestock or commercial kennels shall be raised, bred, or maintained on any lot, but nothing herein shall preclude the keeping of two domesticated household pets upon any lot provided the same shall be properly restrained and kept so as to avoid becoming a nuisance to neighboring property owners or the neighborhood.

24. VEHICLES

No garage, junk or junked cars or any motor vehicles other than private passenger vehicles in regular operation, tractors or trucks shall be permitted on the premises and no commercial vehicles shall be left parked on any street or lot longer than is necessary to perform the business function of such vehicle in the area; it being the express intention of this restriction to prevent the parking of commercial vehicles upon the streets or lots in said subdivision for a time greater than that which is necessary to accomplish the afore said business purpose. No commercial vehicles, trailers, boats, buses, campers, or tractors, shall be maintained regularly on any lot in the development unless garaged. However, during construction of houses, the owner or builders may maintain commercial vehicles and trailers on said lots for the purpose of construction and use as a field or sales office. Private passenger vehicles, tractors, or trucks shall not be regularly maintained upon any streets.

25. LIGHTING AND WIRING

Exterior lighting on residential lots shall be directed downward and shall not be directed outward from the boundaries of any lot. All wiring on any lot shall be underground.

26. EASEMENTS

The Company hereby reserves to itself, its successors and assigns, an easement five feet wide along the rear line of all lots, except where expressly shown otherwise on said plats, for the purpose of sanitary and storm water sewers, drainage, electric power and telephone lines, and for other utilities, both above and below the surface of the land, and it further reserves to itself, its successors and assigns, an easement five feet wide along the rear and side lines of all lots, except where expressly shown otherwise on said plats, for the installation of such facilities and for such alterations of the contour of the land as may be necessary or desirable to effect surface drainage of said lots in such manner as in the opinion of the Company, its successors and assigns, shall be proper. The Company further reserves any other easements as shown on said plats.

27. CONTIGUOUS LOTS

Where two contiguous lots are in single ownership, and are used as if they are one lot for only one dwelling, the minimum side lot line restrictions and side line easement reservation unless the same is expressly shown on said plats, shall not apply to the common interior lot line.

28. EASEMENT MAINTENANCE

Within all easements as set forth in these restrictions, or as shown on said plats, no structure, or planting or other material, shall be placed or permitted to remain, or nothing shall be done, 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 or easements. The easement areas of each lot and all improvements in or on it shall be maintained continuously by the owner of the lots except for those improvements for which a public authority or utility company is responsible.

29. COMPANY RESERVATIONS

The designation of streets, avenues, roads, courts and places upon the plats of the above described land is for the purpose of description only and not dedication and the rights of the Company in and to the same are specifically reserved and the Company further hereby reserves unto itself and its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and places as the same may be located on said plats, including the creation of extension of slopes, banks, or excavation in connection therewith and the construction of and drainage structure therein.

The Company further reserves unto itself, its successors and assigns the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality; to install and maintain pipe lines and underground or above ground lines, with appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses of permits as the company may deem necessary for the improvement of said development in, over, through, upon and across any and all of the roads, streets, avenues, and alleys, and in, over, through, upon and across each and every lot in the easement areas set forth in this Declaration or as shown on the plats aforesaid. The Company further reserves unto itself, its successors and assigns, the right to dedicate any and all of said road, street, avenue, alley, right-of-way or easement to public use, and no road, street, avenue, alley, right-of-way or easement shall be laid out or constructed through or across any lot or lots in this subdivision, except as set forth in this Declaration, or as laid down and shown on the recorded plats hereinbefore referred to, without the written consent of the said Company herein being first had and obtained.

The Company, or its assigns, reserves the right to waive such portion of the protective covenants placed on this land as they, in their sole discretion, deem necessary in the best interest of the development.

30. SEVERABILITY

Invalidation of any one or more 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.

31. TERM

These covenants shall run with the land and shall be binding for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless and until an instrument signed by the then record owners of leasehold equities of redemption or fee simple interests as the case may be (excluding mortgagees, ground rent owners, and all others) in a majority of the lots subject to such covenants (casting one vote for each lot so owned) into which tract shall have been subdivided, has been recorded, by which said covenants, in whole or in part, are amended or revoked.

32. ENFORCEMENT

Enforcement of these covenants shall be by 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, or both. In acquiring title to any lot in this development, the purchaser or purchasers agree to reimburse the Company, or its assigns for all costs and expenses to which it or they may be put as a result of said failure, including but not limited to, court costs and attorneys' fees. In addition, upon a breach of any covenant, restriction or agreement herein contained, the Company shall have the right upon no less than five (5) days' prior written notice sent to the owner or posted on the premises to enter the property upon which such violation exists and summarily to abate or to remove such violation. Such entrance

abatement, or removal shall be at the sole cost and expense of the owner of the lot, and the Company shall in no event thereby be rendered responsible or liable for any damages or injuries to persons or to property thereby resulting.

These covenants shall inure to the benefit of and be enforced by the owner or owners of any land included in said subdivision and their respective legal representatives, heirs, successors, and assigns, and all persons claiming by, through, or under them.

33. ASSIGNMENT BY COMPANY

Any and all of the rights and powers (including discretionary powers and rights, and powers of consent and approval) herein reserved by or conferred upon the Company may be assigned or transferred by the Company, at its election and in its sole discretion, to any one or more corporations or associations or committees of individuals agreeing to accept same, and any such assignment or transfer of such rights and powers may be made by the Company as to all of said land hereby conveyed or as to any part or parts thereof and may be to different parties for different parts of said land hereby conveyed. Any such assignment or transfer shall be evidenced by an appropriate instrument duly executed by the Company and recorded among the then proper public Land Records; and upon such recordation thereof, the grantee or grantees, transferee or transferees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the right and powers so assigned or transferred by such instrument, in lieu of the Company upon and subject, however, to such limitations, conditions, reservations and provisions as may be imposed by or set forth in such instrument of assignment or transfer. Such instrument assigning or transferring such rights and powers as aforesaid may, among other things provide for future or furthe/assignment or transfer of such rights and powers, as aforesaid, to others by the grantee or transferee named therein.

34. LIMITATION OF APPLICABILITY

Nothing herein contained shall be construed or implied to bind or apply to the remaining land of the Company.

AND the said Association joins herein for the purpose of assenting to and subordinating the lien of the aforesaid mortgage held by it to the restrictions, covenants and conditions herein contained.

AS WITNESS the execution of this instrument by the parties hereto.

WITNESS:

RESIDENTIAL PROPERTIES, INC.

D.H. Frankland

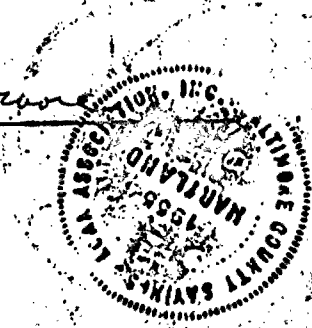
By: Randall C. White
Executive Vice President

WITNESS:

THE BALTIMORE COUNTY BUILDING AND LOAN ASSOCIATION, INCORPORATED

David B. Dietz

By: Edward M. Moore



STATE OF MARYLAND)
)
COUNTY OF BALTIMORE)

TO WIT:

I hereby certify that on this 13th day of February, 1974, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Randall C. White, Executive Vice President of Residential Properties, Inc. and he acknowledged the foregoing instrument to be the act of said body corporate.

Witness my hand and Notarial Seal.

My Commission Expires:
July 1, 1974

Sharon L. Gange
Notary Public



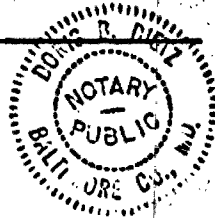
STATE OF MARYLAND)
) TO WIT:
COUNTY OF BALTIMORE)

I hereby certify that on this 13th day of February, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared *E. Scott Moore, Vice President* of The Baltimore County Building and Loan Association, Incorporated and he acknowledged the foregoing instrument to be the act of said body corporate.

Witness my hand and Notarial Seal.

My Commission Expires:
July 1, 1974

Doris S. Dietz
Notary Public



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H. DOUGLAS GILCOAT,
CLERK

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