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THIS DECLARATION OF RESTRICTIONS made this 22 day of June 1978, by MARGARET B. SMOCK, of Warren County, in the State of New Jersey.

Whereas, Margaret B. Smock is the owner of certain parcels of land situate South of Trenton Mill Road, in the Fifth Election District of Baltimore County, Maryland, by virtue of the following deeds:

- a) Deed from Walter W. Johnston and Marie S. Johnston, his wife, to Thomas E. Shilling and Margaret B. Shilling, his wife, dated December 18, 1958 and recorded among the Land Records of Baltimore County in Liber No. 3490, Folio 214, which land upon the death of Thomas E. Shilling vested in severalty in Margaret B. Shilling, his wife, now Margaret B. Smock.
- b) Deed of Exchange between Margaret B. Smock and Piney Branch Golf and Country Club, Inc., et als., dated December 3, 1976 and recorded among said Land Records in Liber No. 5707, Folio 109; and

Whereas, the said Margaret B. Smock has subdivided a part of said land into subdivisions known and designated as "Piney Branch Farms", a plat of which is recorded among the Land Records of Baltimore County in Plat Book No. 42, Folio 38; and

Whereas, the said Margaret B. Smock does hereby subject the Lots Nos. 1 thru 7 as designated on said plat to the covenants, conditions and restrictions hereinafter set out.

Now therefore, this Declaration of Restrictions witnesseth, that the Lots in the development known as "Piney Branch Farms", a plat of which is recorded as aforesaid, are subject to the following covenants, conditions and restrictions:

- 1) The land included in this tract shall be used for private residential 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, each dwelling being designed for occupancy by a single family, and such outbuildings as may be necessary or desirable for residential purposes, to be approved as hereinafter provided.
- 2) No building, fence, wall, or other structure shall be commenced, erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved in writing by the Developer, his successors and assigns, or such architect as may be designated by the Developer, his successors and assigns. The Developer, his successors and assigns, shall have the right to refuse to approve any such plans or specifications, or location plan which are not suitable or desirable, in its opinion, for aesthetic or other reasons.

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3) Developer 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 plan, 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 to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or the roadway, as planned, on the outlook from the adjacent or neighboring property.

4) Plans so submitted shall have incorporated into them a complete grading plan showing existing grades and finished grades of the lot relative to the finished road elevations, the location of Septic Tank and Well dimensions from dwelling and property lines.

5) All four elevations of house or dwelling shall show exterior material to be used; where masonry such as brick or stone is called for, it shall start at finish grade and run the full height of the wall; however, where frame dwelling is to be constructed, foundation material shall be of stone, brick, or block stucco.

6) Where shutters are used on one window elevation, they must be used on all elevations.

7) The Developer reserves the right to enter at any time along the periphery ten (10) feet of any lot, now or hereafter laid out, to install and maintain or license others to install and maintain wires, poles, pipes, cables and other apparatus, above or below ground, for electric light, telephone, for general use, and for other public or quasi public purposes.

8) Easements for the installation and maintenance of the utilities are reserved within the roadways as shown on the record plats.

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

10) 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.

11) No poultry or hogs shall be kept on any lot or part of this tract of land. The permission in writing of the Developer, his successors and assigns, may grant the keeping of other livestock in part of this tract.

12) A Right of Way is designated on said plat extending from Thomas Shilling Court in a southeasterly direction and consisting of contiguous strips of land 12 feet in width being the fee simple Pan-handle strips of Lots Nos. 3, 4 and 5, which roadways are for the use in common of said lots and for ingress and egress to and from said lots. This use in common to the use thereof shall run with and bind the land subject

thereto. Each of the owners of said Lots, their personal representatives and assigns, shall share the maintenance of the roadway constructed thereon, on an equal basis, to wit, one-third of the subject maintenance costs shall be shared by each lot owner and said right of way shall be repaired upon the agreement of two of the three lot owners.

13) A Right of Way is designated on said plat extending from Thomas Shilling Court in a southerly and easterly direction and consisting of contiguous strips of land 12 feet in width being the fee simple Pan-handle strips of Lots Nos. 2, 6 and 7, which roadways are for the use in common of said lots and for ingress and egress to and from said lots. This use in common to the use thereof shall run with and bind on the land subject thereto. Each of the owners of said Lots, their personal representatives and assigns, shall share the maintenance of the roadways constructed thereon on the following basis: Lot No. 2 - 25%; Lot No. 6 - 37 1/2%; Lot No. 7 - 37 1/2%. Should the owners of Lot No. 1 or Tract A as designated on said plat connect a driveway from said Lot No. 1 or Tract A to the roadway then said owner shall be required to pay for the maintenance of said roadway on the following basis: Lot No. 1 - 25%; Tract A - 25%; and the share charged to Lots Nos. 2, 6 and 7 shall be proportionately reduced.

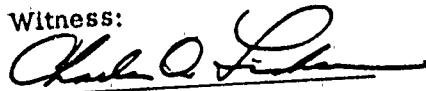
14) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument, signed by a majority of the then owners of the lots, excluding mortgagees, has been recorded agreeing to change said covenants in whole or in parts.

15) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, and it shall be lawful for any person or persons owning any part of this tract to prosecute such proceedings.

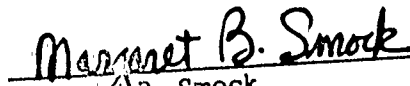
16) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Witness the hand and seal of the Declarant.

Witness:



Charles O. Fisher

 (SEAL)  
Margaret B. Smock

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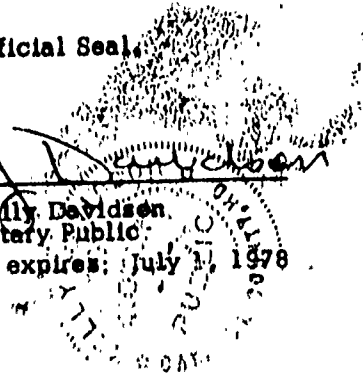
State of Maryland

County of Carroll

On this <sup>14<sup>th</sup></sup> day of June, 1978, before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer, personally appeared MARGARET B. SMOCK, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and Official Seal,

*Kelly Davidson*  
Kelly Davidson  
Notary Public  
My commission expires: July 1, 1978



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Rec'd for record JUN 26 1978 at 1:47 PM  
Per Elmer H. Kahline, Jr., Clerk  
Mail to *Walsh Fisher*  
Receipt No. *1300*

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