

DECLARATION OF MISSION RIDGE RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS made this 28 day of December, 1986, by PHILPOT INVESTMENT CO., a Maryland General Partnership.

RECITALS

(A) Quay S. Yendall and Gertrude O. Yendall and Philpot Investment Co. are the owners, in fee simple, of all of that tract of land lying in the Tenth Election District of Baltimore County, Maryland., containing approximately 136.307 acres of land, as shown on the two Plats entitled "Plat 1 - Mission Ridge" and "Plat 2 - Mission Ridge" (hereinafter referred to as the "Plats"), which are recorded among the Land Records of Baltimore County respectively in Liber S.M. 55, Folio 139, and in S.M. 55, Folio 140. and hereafter referred to as "MISSION RIDGE."

(B) Quay S. Yendall and Gertrude O. Yendall (the "Yendalls") intend to transfer most of the property they own in Mission Ridge unto Philpot Investment Co. The Yendalls shall assign herein all their rights, title and interest as to these covenants unto Philpot Investment Co. to the end and intent that Philpot Investment Co., its successors and assigns shall be the sole Declarant hereunder for all purposes set forth herein.

(C) The Declarant, for the purposes of creating and maintaining a general scheme of development and for the protection of the economic interest of the Declarant, desires that the hereinafter described lots located in Mission Ridge be subject to the covenants, conditions and restrictions hereinafter set forth, for the benefit of the Declarant, the Yendalls and the future owners of all the herein described lots in Mission Ridge.

NOW, THEREFORE, the Declarant for itself, its successors and assigns, hereby declares that the hereinafter described lots located in that tract of land known as Mission Ridge shall be subject to the covenants, restrictions, conditions and reservations hereinafter set forth.

ARTICLE I

Definitions

The following words, when used in this Declaration, shall have the following meanings:

(a) "Property" shall mean and refer to all those lots of hereinafter described real property shown on the record Plats referred to above.

(b) "Lot" shall mean and refer to all those properties shown as Lots on the aforesaid Plats, as the same may be amended from time to time.

(c) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a residence by a single family.

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(d) "Developer" or "Declarant" shall mean and refer to Philpot Investment Co., its successors and assigns.

(e) "Lot Owner" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds legal title to a Lot in the Subdivision, provided, that (i) no Lessee [other than a lessee under a 99 year lease creating a ground rent of such Lot] or Contract Purchaser shall be deemed to be a Lot Owner, merely on account of such status, and (ii) no Mortgagee of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption in said Lot.

(f) "Subdivision" shall mean the final subdivision of Mission Ridge as recorded among the Plat Records of Baltimore County, or as amended in accordance with this Declaration.

(g) "Plans and Specifications" shall mean engineering site plans, landscape plans, and architectural working drawings and any other supporting documents which may be required by the Declarant.

## ARTICLE II

### Property Subject to Declaration

The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these Restrictive Covenants is located in Baltimore County, State of Maryland, and is more particularly designated as Lots on the Plats. These Restrictions and agreements are made for the mutual and reciprocal benefit of each of said Lots in Mission Ridge and shall operate as covenants running with the land for the benefit of each of said Lots and its respective Owner.

## ARTICLE III

### Private Road Easements

The Declarant reserves the right to subject the Lots to certain vehicular Right-of-Way Easements as designated on the Plats (the "Private Roads"), for the sole and exclusive use and benefit of the Owners of such Lots. Declarant reserves the right to construct and complete the initial installation of the Private Roads which Declarant shall construct, at its sole cost and expense, with eight inches of stone base and three inches of black top surfacing. After completion of installation of the Private Roads by Declarant, it shall be the responsibility and obligation of the Lot Owners as specified in the Right-of-Way Easements to repair, replace and maintain the Private Roads.

Each Lot Owner shall be responsible for his proportionate share of the cost of maintaining, repairing and replacing the Private Roads and to the extent that any damage to the Private Roads is caused by the negligence of one of the Lot Owners or his agent, employee or contractor, such damage shall be repaired at the sole cost of such Lot Owner.

Upon completion of the Private Roads all Lot Owners with a right to the use of the Private Roads shall be notified of completion in writing by the Declarant. Upon receipt of such

written notification, said Lot Owners shall become solely responsible for any and all maintenance, repair, snow removal and the like of the Private Roads and the Declarant shall have no further obligation with regard to the Private Roads.

#### ARTICLE IV

##### Utility Easements

Easements along each property line extending from the property boundary line into each Lot for a width of five feet (5') are hereby reserved by the Declarant for the installation and maintenance of utilities and drainage facilities. All additional Easements for such purposes are shown in the Plats.

In addition thereto, the Baltimore Gas & Electric Company, C & P Telephone Company and any cable television company operating in Baltimore County shall have the right to place upon the Lots at such locations as may be deemed necessary by them electrical transformers, transformer pads, telephone pedestals and television cable. The aforesaid companies shall also have the right to use the Private Roads for purposes of maintaining their respective distribution systems. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. The Declarant reserves the right to place fencing within said easements as is desirable in its discretion, provided, however, that such fencing shall not interfere with said easements.

#### ARTICLE V

##### Signs and Other Easements

The Declarant reserves the right to place and maintain on the Lots, such Subdivision signs, mailbox pads and other improvements to service the Subdivision, which the Declarant determines to be necessary or beneficial for the Subdivision.

#### ARTICLE VI

##### Architectural Review

No building, fence, wall, hedge or other structure shall be constructed on any Lot until the plans and specifications, including color scheme and a grading plan showing the location of the structure, have been approved in writing by the Declarant or its assignee. Before commencement of construction, the owners of Lots shall present their plans and specifications to the Declarant.

All houses shall have attached two (2) car garages unless specifically waived in writing by the Declarant. It is agreed and understood that all garages shall be located so as to be entered from the side or rear of the house, if possible.

All mailboxes shall be uniform and shall be installed and constructed by Lot Owners pursuant to plans and specifications provided by Declarant.

Plans and Specifications must be acted on by the Declarant within thirty (30) days after submission. If the Declarant fails to act on said plans and specifications within said thirty (30) day period, the plans and specifications shall automatically be approved. The Declarant shall have the right to refuse to approve any such plans and specifications, or grading and location plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications or grading or location plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadway as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of Lots in Mission Ridge to obtain the required prior written approval of plans, specifications, and grading studies as established in this paragraph, said purchasers hereby agree to reimburse the Declarant or his assigns for all costs and expenses to which it may be put as a result of said failure, including but not limited to court costs and attorney's fees.

Any dwelling constructed on said Lots shall be completed in every exterior detail within twelve (12) months from date of beginning such construction.

Neither the Declarant nor any architect or agent thereof shall be responsible in any way for any defects in any Plans or Specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in work done according to such Plans and Specifications.

## ARTICLE VII

### Use and Building Restrictions

Section 1. Land Use. Lots as shown on the Plats shall be used for private residential purposes only, and no Dwelling shall be erected, altered, or placed or permitted to remain on any Lot other than one detached Dwelling, said Dwelling designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a member or members of the Lot Owner's family. Nothing herein contained shall prevent the use of part of a Lot as a right of way for use by other Lots located within the Subdivision or located on adjoining property. Residential use shall not prohibit a home office use of the property provided the owner of said Lot complies with the applicable zoning regulations of Baltimore County. Private residential use shall not prohibit acquisition of the property for investment purposes or for acquisition by a contiguous property owner who does not intend to erect a residential dwelling in the immediate future.

Section 2. Building Restrictions.

(a) No structure of a temporary character, such as, but not limited to, a trailer, shack, or tent, shall be placed or used on any of the Lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except that a temporary structure may be placed or used thereof if used and operated solely in connection with the construction of permissible permanent improvements; provided, however, that such temporary structure shall be removed from the premises within thirty (30) days after the completion of the construction of the permissible permanent improvements; and provided, further, that such structure be removed within a period of twelve (12) months from the date of its original construction, whichever shall occur first.

(b) No recreational vehicles, including but not limited to, campers, motor homes, and tent vehicles, may be parked or kept on any Lot without providing a suitable enclosed storage area and without first obtaining the written approval of the Declarant herein, which approval shall be revocable by the Declarant. No motorized bikes or similar type recreational vehicles may be operated on any Lot.

(c) No live poultry, hogs, cattle, horses, ponies, or other similar livestock shall be kept on any Lot. A maximum of two (2) dogs and two (2) cats is permitted, provided that they are properly housed and cared for and are restricted to the owner's property.

(d) Owners of Lots shall be responsible for providing driveway access to their homes from the paved portion of the public road or Private Roads as designated on the Plat, abutting the owner's Lot. All driveways shall be paved with a hard durable surface, such as macadam, tar and chip, or other similar material. Paving shall be completed one (1) year from the date of commencement of construction of the dwelling on said Lot. NO BERM SHALL BE ALLOWED ALONG THE DIVISION LINE BETWEEN THE PUBLIC ROAD AND LOT WHICH WILL IN ANYWAY INHIBIT THE WATER COURSE INTENDED IN THE APPROVED ROAD DESIGN. COMMON DRIVEWAYS CONSTRUCTED BY THE DEVELOPER SHALL NOT BE ALTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE DECLARANT.

(e) All Lots in Mission Ridge shall be kept free from rubbish and trash of any kind, clean and with lawns, including the area between the Lot line and the paved portion of the road, neatly mowed a minimum of three (3) times per growing season, so that grass and weeds do not exceed eight (8) inches in height. In the event the owners of any Lot(s) do not so maintain their Lot(s), the Declarant or its employees shall have the right to enter upon said Lot to cut and remove the grass, weeds, rubbish or trash, and the owner of any Lot so benefited shall pay reasonable charges for such services as is determined by the Declarant or its designee.

(f) No future facilities, including poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside antennae towers or television discs of any kind shall be maintained without the prior written approval of the Declarant or its duly authorized representative(s).

(g) No more than seven thousand (7,000) square feet of wooded area on any Lot may be cleared without the express authorization of the Declarant.

(h) No fuel tanks of any kind, excepting tanks for heating oil, shall be buried on any Lot.

(i) A construction entrance twelve feet by fifty feet (12' x 50') must be built prior to construction and consist of not less than eight inches (8") of crushed stone and shall be maintained during construction to minimize sediment runoff and damage to the road system adjacent to the construction site. DAMAGE TO THE ROAD SYSTEM RESULTING FROM IMPROPERLY INSTALLED AND MAINTAINED CONSTRUCTION ENTRANCES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

(j) No vehicle shall be parked on any street in the Subdivision. No truck of any type shall be parked for storage overnight or longer, on any Lot in the Subdivision in such a manner as to be visible to the occupants of other Lots in the Subdivision or the users of any street within the Subdivision.

(k) No sign or other advertising device of any nature shall be placed on any Lot advertising the said Lot or the improvements thereon as being for sale unless approved in writing by the Declarant. This restriction shall terminate on September 30, 1991.

(l) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a sightly condition with responsible promptness, provided, however, that in no event shall such debris remain longer than sixty (60) days.

Section 3. Environmental Control. The Declarant has entered into an agreement with the Environmental Support Services of the Baltimore County Health Department to adhere to the following water quality management practices and, by the acceptance of a Deed conveying any Lot the owner thereof covenants to adhere to the same:

(a) All areas except that used for buildings, sidewalks and paving, will be planted with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.

(b) Dirt and debris accumulating on Private Roads will be removed according to the following schedule: May through October, concurrent with grass mowing; November through April, monthly.

(c) Snow removal will be by mechanical means except in severe snow and ice conditions, when deicing compounds may be used.

(d) Application of fertilizers, herbicides and pesticides will not exceed recommendations of the University of Maryland Cooperative Extension Service.

(e) Filling will not occur in grassed or lined drainage ditches or swales.

## ARTICLE VIII

Waiver of Restrictions and Covenants

The Declarant, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on this Property as the Declarant deems necessary or in the best interest of the development as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners.

The Declarant specifically reserves the right, in its sole discretion, at any time, before or after conveyance of the individual Lots in the Subdivision, to enter upon any of the Property to complete development of the Property into finished Lots, including but not limited to, cutting of trees, grading and filling for road construction and for installation of drains and utilities.

## ARTICLE IX

General

Section 1. Provisions to Run With Land. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the owner of any part of said land included in the Plats, their respective legal representatives, heirs, successors and assigns. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

Section 2. Term. These restrictions shall inure to the benefit of and shall be enforceable by the Declarant and Lot Owners, their respective legal representatives, heirs, successors and assigns until the 1st day of January, 2012. From and after January 1, 2012, the provisions in this Declaration may be amended and/or terminated in their entirety by an instrument signed by not less than sixty-seven percent (67%) of Lot Owners which instrument shall be filed for recording among the Land Records of Baltimore County, Maryland or in such other place of recording as may be appropriate at the time of the execution of such instrument.

Section 3. Invalidation. Invalidation of any of these covenants, agreements, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 4. Limitation. These restrictions shall apply to the Lots as shown on the aforesaid Plats entitled "Plat 1 - Mission Ridge" and "Plat 2 - Mission Ridge" and shall not be binding on any other property of the Declarant, his successors and assigns.

Section 5. Subdivision. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Declarant. With respect to any of said Lots while owned by the Declarant, the Declarant expressly reserves the right to alter property lines, to alter

setback lines, to alter any easements, and to otherwise revise the aforesaid Subdivision Plats and/or Development Plan of Mission Ridge in any respect, subject to applicable Baltimore County regulations and requirements. The Declarant further reserves the right to modify the subdivision Plats and/or Development Plan as filed with Baltimore County, Maryland, as to any Lots to be resubdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such waivers or consents as may be required by Baltimore County, consenting to the alteration of the Subdivision Plats and/or Development Plan.

Section 6. Amendment. Prior to December 31, 2012, this Declaration may not be amended in any respect except by the execution of an instrument signed by not less than eighty-five percent (85%) of the Lot Owners, which instrument shall be filed for recording among the Land Records of Baltimore County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

Section 7. Assignment. Quay S. Yendall and Gertrude O. Yendall by execution and delivery of this Declaration do hereby assign all right, title and interest as to these covenants and the enforcement thereof unto Philpot Investment Co. to the end and intent that Philpot Investment Co., its successors and assigns shall solely be the Declarant hereunder for all purposes set forth herein.

AS WITNESS the hands and seals of QUAY S. YENDALL and GERTRUDE O. YENDALL and THOMAS L. PITTMAN, JR., General Partner of PHILPOT INVESTMENT CO., the Declarant.

WITNESS:

Reatha L. Burk

Quay S. Yendall  
QUAY S. YENDALL

Reatha L. Burk

Gertrude O. Yendall  
GERTRUDE O. YENDALL

PHILPOT INVESTMENT CO

Reatha L. Burk

By: Thomas L. Pittman, Jr.  
THOMAS L. PITTMAN, JR.  
General Partner

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29<sup>TH</sup> day of DECEMBER, 1986, before me, the subscriber, a Notary Public of the State of Maryland, County of BALTIMORE, personally appeared QUAY S. YENDALL, who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Reatha L. Burk  
Notary Public

My Commission EXPIRES:

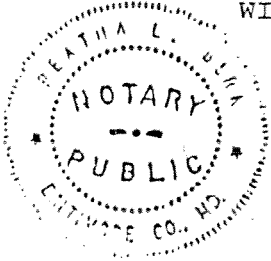
JULY 1, 1990

My Commission Expires: JULY 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28<sup>TH</sup> day of DECEMBER, 1986, before me, the subscriber, a Notary Public of the State of Maryland, County of BALTIMORE, personally appeared GERTRUDE O. YENDALL, who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.



Reatha L. Burk  
Notary Public

My Commission Expires: JULY 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

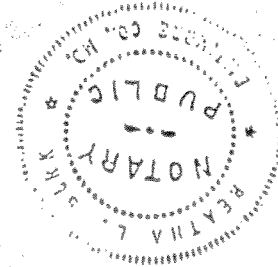
I HEREBY CERTIFY that on this 28<sup>TH</sup> day of DECEMBER, 1986, before me, the subscriber, a Notary Public of the State of Maryland, County of BALTIMORE, personally appeared THOMAS L. PITTMAN, JR., General Partner of Philpot Investment Co., and he acknowledged the foregoing Declaration of Restrictions to be the act and deed of PHILPOT INVESTMENT CO.

AS WITNESS my hand and Notarial Seal.

Reatha L. Burk  
NOTARY PUBLIC

My Commission Expires: JULY 1, 1990

PCC/eb/pittman, thomas jr.  
12-22-86  
dec of restrictions



E.F. RAPHEL  
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Towson 21204