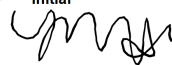


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Initial
NJF

Initial


DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, is made this 21st day of May, 2001, by LILLIAN B. GOTTSCHALK, (hereinafter referred to as "Declarant").

RECITALS

a) Declarant is the owner in fee simple of a certain tract of land situate in the Eighth Election District of Baltimore County, Maryland, being lots 1 and 2, as shown on a plat entitled "Minor Subdivision of Gottschalk Property", which Plat is recorded among the Land Records of Baltimore County in Liber No. 94, folio 168, (hereinafter referred to as the Gottschalk Property), a copy of said plat hereinabove described, being attached hereto as Exhibit A.

(b) The Declarant, for the purposes of creating and maintaining a general scheme of development, and for the benefit of Declarant's assigns and owners of the property herein described, desires that the aforesaid lots 1 and 2 comprising the Gottschalk Property, be subject to the covenants, conditions and restrictions hereinafter set forth.

(c) The terms, covenants, conditions, restrictions and declarations herein contained are for the benefit of the Declarant and its assigns as owners of lots 1 and 2 comprising Gottschalk Property. Nothing herein contained shall in any way affect or encumber any

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other property belonging to Declarant, whether or not described on Exhibit A attached hereto.

(d) For any provision herein requiring a majority vote, in the case of a tie vote, and only in the case of a tie, the Declarant or her successor or assign will cast one (1) vote to break that tie.

NOW, THEREFORE, Declarant, for herself, her successors and assign, hereby declares that the lots comprising Gottschalk Property shall be subject to the covenants, restrictions, conditions and reservations hereinafter set forth.

1. Lots 1 and 2 as shown on the aforesaid plat of "Minor Subdivision of Gottschalk Property" and designated as Gottschalk Property shall be used for private residential purposes only and no dwelling shall be erected, altered, placed or permitted to remain on any other lot than a detached dwelling not to exceed two stories in height, with 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 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 within the subdivision. Residential use shall not bar a home office use of the property

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provided the owner of said lot complies with the applicable zoning regulations of Baltimore County and any other restrictions herein.

2. The Gottschalk Property shall be subject to the following restrictions:
 - a) No Two-story home shall be less than 2,200 square feet of living space with at least 1,000 feet on the first floor. No one and a half story home shall be less than 2,000 square feet of living space with a least 1,000 feet on the first floor. No one story home shall be less than 1,800 square feet of living space. No split foyer or bi-level homes shall be permitted. All multi-level contemporary homes shall contain no less than 2,200 square feet. Living space shall be construed as space within the walls of the structure, which space does not include attic, basement, porches, or garages.
 - b) Color scheme shall be attractive and of typical nature for the area and shall blend with surrounding properties.
 - c) Residences shall have sufficient window to wall ratio as to provide for an attractive balanced exterior.
 - d) Front elevation shall be brick to grade and no concrete block or unparged concrete shall be visible on foundation of the home at any elevation.
 - e) Exterior of home must be of good quality such as, but not limited to, professionally installed vinyl siding, wood siding, brick stone, drivet type materials or stucco. All trim porches, decking or any other necessary portion of the residences shall be of similar materials to the residence and shall blend

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with the architectural character of the home in style and detail. All garages and/or necessary structures shall blend with the architectural character of the home in exterior design and in detail.

- f) Exterior color of residence and all necessary structures should blend with the local architecture and should be in keeping with the other structures in the subdivision. In addition, they would blend with other structures on the lot so as to create a congruous architectural character as outlined in (e) above.
- g) No new construction shall be undertaken using the following materials: i) T-111 or plywood of any kind as a finished exterior material and ii) no aluminum siding shall be used. Aluminum gutter, porch ceiling, soffit, and spouting is permitted.
- h) All roofing materials shall be of good quality and in keeping with the color and design of the home. All roofs shall be of sufficient pitch for the home to be attractive. For example, a two-story home shall have no less than 6/12 pitch and a one story home shall have no less than 5/12 pitch. Other styles shall be in keeping with this model.

On all lots, the dwellings erected thereon shall comply with the minimum setback lines as indicated on the above referenced plat.

Easements for installation, maintenance of utilities, and drainage facilities are reserved as shown on the aforesaid recorded plat. In addition thereto, the Baltimore Gas & Electric Company shall have the right to place upon the lots at

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such locations as may be deemed necessary by the Baltimore Gas & Electric Company, electric transformer and transformer pads.

3. 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 aforesaid 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 thereon if used and operated solely in connection with the construction of permissible permanent improvements and provided, further that such structure be removed within a period of twelve months from the date of its original construction.
4. No recreation vehicles, such as, but not limited to campers, motor homes, and tent vehicles, farm equipment, untagged vehicles, or other junk or debris may be kept on either lot within 100 feet of the south easterly line of division between lots 1 and 2, or within 150 feet of the common driveway or the in-fee strip belonging to lot number 2 accessing Stablersville Road, or within 150 feet of Stablersville Road on lot number 1.
5. All lawns and landscaping shall be maintained in a neat and attractive manner.
6. Owners of lots shall be responsible for providing driveway access to their lots from the panhandle roadway as shown on the above referenced plat. Said right of way being set out in the Declaration of Rights of Way and Maintenance and Improvement Covenant recorded in Baltimore County of even date herewith. All driveways shall be paved with a hard durable surface, such as macadam, tar and chip, concrete, or other similar material. Paving shall be

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completed on (1) year from the date of commencement of construction of the dwelling on said lot.

7. 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 Gottschalk Property, their respective legal representatives, heirs, successors and assigns. Failure by the Declarant or any such owner or owners to enforce any restriction, condition, or 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.
8. These restrictions shall be binding until the 1st day of February 2031 or thirty years from the date of execution. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.
9. 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.
10. No noxious or offensive trade or activity shall be carried on upon any building lot.
11. No chickens, ducks, geese, or other types or kind of fowl, nor cows or livestock of any kind whatsoever (excluding horses or ponies) or any other wild or exotic animal, 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

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permitted to breed domestic animals, including but not limited to cats, dogs, etc. or to keep more than four such animals on the premises. All domestic animals are to be housed and contained within the boundaries of the lot and are to be maintained in an orderly and non-disruptive fashion.

These restrictions shall apply only to the lots as shown on the plat of Gottschalk Property and shall not be binding on any other property of the Declarant, its successors and assigns.

AS WITNESS the seal and signature of Lillian B. Gottschalk, Declarant, the day and year first above written.

Witness:

Lillian B. Gottschalk
4/24/01
Lillian B. Gottschalk

STATE OF _____, _____ COUNTY, TO WIT:

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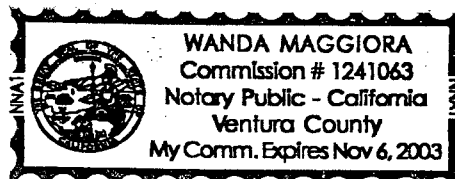
I hereby certify, that on this 24th day of APRIL, 2001, before me
the subscriber, personally appeared Lillian B. Gottschalk, ~~known to me~~, or
satisfactorily proven to be the person whose name is subscribed to the within
instrument, and did further acknowledge the foregoing Declaration of Restrictions
to be her act, and in my presence signed and sealed the same.

WITNESS MY HAND AND NOTARIAL SEAL.

Wanda Maggiora

Notary Public

My Commission Expires: 11-6-03



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State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only — All Copies Must Be Legible)

1	Type(s) of Instruments	☐ Check Box if Addendum Intake Form is Attached.			
		Deed	Mortgage	☒ Other <u>Deed of Trust</u>	Other
		Deed of Trust	Lease		
2	Conveyance Type Check Box	Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]
3	Tax Exemptions (if Applicable)	Recordation			
		State Transfer			
	Cite or Explain Authority	County Transfer			

IN FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
BASE 94936
CR 585
JUL 06, 2001 10:52 am

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
		Purchase Price/Consideration	\$ 0	Transfer and Recordation Tax Consideration	
		Any New Mortgage	\$	Transfer Tax Consideration	\$
		Balance of Existing Mortgage	\$	X () % =	\$
		Other:	\$	Less Exemption Amount	— \$
		Other:	\$	Total Transfer Tax	= \$
		Full Cash Value	\$	Recordation Tax Consideration	\$

5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:
		Recording Charge	\$	20	\$	Tax Bill:
		Surcharge	\$	5	\$	
		State Recordation Tax	\$		\$	
		State Transfer Tax	\$		\$	
		County Transfer Tax	\$		\$	
		Other	\$		\$	C.B. Credit:
		Other	\$		\$	Ag. Tax/Other

6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		Subdivision Name				Lot (3a)	Block (3b)	Sect/AR(3c)
		Gottschalk Property 1+2						
		Location/ Address of Property Being Conveyed (2)				Plat Ref.	SqFt/Acreage (4)	
		Stabersville Rd				94-168		
		Other Property Identifiers (if applicable)				Water Meter Account No.		
		Residential ☒ or Non-Residential ☐ Fee Simple ☐ or Ground Rent ☐ Amount:				25		
		Partial Conveyance? ☐ Yes ☐ No Description/Amt. of SqFt/Acreage Transferred:						
		If Partial Conveyance, List Improvements Conveyed:						

7	Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)	
		Lillian Gottschalk			
		Doc. 1 Owner(s) of Record, if Different from Grantor(s)		Doc. 2 Owner(s) of Record, if Different from Grantor(s)	

8	Transferred To	Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)	
		New Owner's (Grantee) Mailing Address			

9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional)	

10	Contact/Mail Information	Instrument Submitted By or Contact Person		☐ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided
		Name:	Carol Barker	
		Firm:	Security Title	
		Address:	6 S Calvert St Baltimore MD	

11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER					
Assessment Information	☐ Yes ☐ No	Will the property being conveyed be the grantee's principal residence?				
	☐ Yes ☐ No	Does transfer include personal property? If yes, identify: _____				
	☐ Yes ☐ No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).				
Assessment Use Only - Do Not Write Below This Line						
☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification						
Transfer Number: _____ Date Received: _____ Deed Reference: _____ Assigned Property No.: _____						
Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	
REMARKS:						
Distribution: White - Clerk's Office Canary - SDAT Pink - Office of Finance Goldenrod - Preparer AOC-CC-300 (6/95)						

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15267 p.0159 MSA_CE_62_15122. Date available 3/7/2005. Printed 6/22/2026.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per Frank Spaul
Authorized Signature

Date 6/06/01 Sec 33-139 Dec