

LIBER0903 FOLIO320

Re-recorded
OWEN BROWN ESTATES LIBER0907 FOLIO399
COLUMBIA, MARYLAND

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COVENANTS, CONDITIONS & RESTRICTIONS

Recorded among the Land Records of Howard County at Liber 903 Folio 320

THIS DEED, AGREEMENT AND DECLARATION, made this 7th day of September, by and between K&M DEVELOPMENT CORPORATION, INCORPORATED, a Maryland Corporation (hereinafter referred to as "K&M", Grantor and W. PATRICK MCCUAN, a resident of Howard County, Maryland (hereinafter referred to as the "Declarant"), Grantee.

WHEREAS, K&M has heretofore acquired the fee simple interest in the land described in Exhibit A annexed hereto and made a part hereof, said land in its entirety being hereinafter referred to as the "Property";

WHEREAS, in order to cause the Owen Brown Estates Restrictions to run with, burden and bind the Property, K&M does, by this deed, convey the Property to the Declarant upon condition that Declarant covenant and declare as herein provided and forthwith reconvey the Property to K&M subject to, and burdened and bound by, the Owen Brown Estates Restrictions.

NOW, THEREFORE, THIS DEED, AGREEMENT AND DECLARATION, WITNESSETH: that for and in consideration of the premises and the sum of Five Dollars (\$5.00), paid by each party to the other, the receipt and sufficiency whereof being hereby mutually acknowledged, the parties hereto do hereby grant, covenant and declare as follows:

K&M does hereby GRANT, CONVEY AND ASSIGN unto the Declarant, the Property, subject, however, to the Owen Brown Estates Restrictions imposed hereby.

TOGETHER with any and all improvements therein and all rights and appurtenances thereunto belonging to in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the Declarant, his heirs, executors, administrators and assigns, forever, in fee simple, subject, however, to the Owen Brown Estates Restrictions which is hereby covenanted and agreed shall be binding upon (i) the Declarant, his heirs, executors, administrators and assigns, and (ii) the Property, to the end that the Owen Brown Estates Restrictions shall run with, bind and burden the Property, for an during the period of time specified hereafter.

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AND the parties hereto further covenant and declare as follows:

ARTICLE I - Architectural Committee

(1) The "Architectural Committee" shall be composed of three or more individuals so designated (i) by K&M Development Corporation, Inc. (hereinafter "K&M") during the five year period commencing September 7, 1978 and ending September 7, 1983, and (ii) by a majority of the lot owners in Owen Brown Estates thereafter.

(2) No structure shall be commenced, erected, placed, moved in to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side set-backs and free spaces if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; composition of driveways and parking spaces and (ii) a grading plan for the particular lot.

(3) Upon approval by the Architectural Committee of any plans and specifications hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned, to the applicant submitting the same.

(4) The minimum floor space requirements in each dwelling shall be exclusive of any space in garages, finished basements, or open porches, and shall be as follows:

- a. One Story house - 1800 square feet
- b. Multi Level house - 2100 square feet

ARTICLE II - Covenants and Restrictions

(1) Without the prior written approval of the Architectural Committee:

- a. No previously approved Structure shall be used for any purpose other than that for which it was originally designed;
- b. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- c. No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any lot, and no external or outside antennas of any kind shall be maintained; and
- d. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction of any approved structure.
- e. No boat, boat trailer, house trailer, trailer or any similar items shall be stored in the open on any lot, unless such item is not visible from any street.

(2) No tree having a diameter or six (6) inches or more (measured from a point of two feet above ground level) shall be removed from any lot without the express written authorization of the Architectural Committee.

(3) No noxious or offensive trade or hobby shall be carried on upon any Lot, nor anywhere within this development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No motor vehicle which has not a current Maryland license shall be operated in this subdivision with the exception of garden tractors, and or tractors for mowing.

(4) No profession or home industry shall be conducted in or on any part of a Lot or in any improvements therein on the Property without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on the surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the Architectural Committee on its discretion: music, art and dancing classes; day nurseries and schools; medical and dental offices; fraternal or social club meeting place; seamstress services.

(5) All else herein notwithstanding, with the written approval of the Architectural Committee, any Lot may be used for a model home or for a Real Estate office.

ARTICLE III - Easements and Zoning

(1) Easements and rights-of-way are hereby expressly reserved to K&M, its successors and assigns, in, on, over and under the "easement area", as hereinafter defined, of each lot, for the following purposes:

- (a) For the erection, installation, construction and maintenance of (i) poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities, and (ii) storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function, whether above ground or underground; and
- (b) For slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by K&M, its successors and assigns, or which might create erosion or sliding problems, or change, obstruct or retard drainage flow.

K&M and its agents, successors, assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved.

K&M shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade and the portion of such lot adjacent to such street to a slope of 2 to 1, but there shall be no obligation on K&M to do such grading or to maintain the slope.

(2) The term "easement area" as used herein, shall mean and refer to (i) to those areas on each lot with respect to which easements are shown on the recorded subdivision plat relating thereto; or (ii) if no easements are shown on any such plat, to a strip of land within the lot lines of each Lot ten (10) feet in width in the front and rear of the lot and ten (10) feet in width on each side, each said distance being measured in each case from the lot line toward the center of the lot.

ARTICLE VI - Duration and Amendment

(1) The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by K&M and the Owner of any lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2001, after which time said Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect except by the execution of an instrument signed by not less than 90% of the Lot Owners, which instrument shall be filed for recording among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2001, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 67% of the Lot Owners which instrument shall be filed for recording among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

ARTICLE V - General

(1) Violation or breach of any Restriction herein contained shall give K&M, its respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any matter of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of Owners of Lots within the Property to enforce the Restrictions by appropriate judicial proceedings.

(2) The failure of K&M or the Owner of any lot included in the Property, their respective legal representatives, heirs, successors and assigns, to enforce any restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior to or subsequent thereto.

(3) No restriction herein is intended to be, or shall be constructed as, condition subsequent or as creating a possibility of reverter.

(4) The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

(5) Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief wither at law or in equity.

(6) Any party to a proceeding who succeeds in enforcing a Restriction or enjoining the violation of a Restriction against a Lot Owner may be awarded a reasonable attorneys' fee against such Lot Owner.

(7) The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

(8) Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these Restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these Restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

WITNESS the due execution hereof as of the date first written above:

ATTEST:


K&M DEVELOPMENT CORPORATION, INC
By: 
Peter Kirk, President

WITNESS:



W. Patrick McCuan