

**Restrictive Covenants and Authority of the Architectural Control Committee
for all Houses in Long Meadow Estates.**

The following restrictive covenants (“covenants”) were recorded in the original property deeds to all houses in Long Meadow Estates. Empowerment to enforce the covenants was granted to the Architectural Control Committee in paragraph 13 of the covenants, and in Article VII of the Long Meadow Association Inc. Amended By-Laws (cf. Liber 7059, Folio 161-206). This document is a transcription of the relevant material in those documents. Any typographical errors or omissions are accidental. Please refer to the original documents for any and all legal purposes.

Table of Contents:

Part 1: Restrictive Covenants1
Part 2: Article VII of the Long Meadow Association Inc. Amended By-Laws.....3

Part 1: Restrictive Covenants

All properties are subject to the following covenants, conditions and restrictions, to wit:

- 1. That no shop, store, factory, saloon, or business house of any kind, no hospital, asylum, or institute of any like or kindred nature, and no charitable institution shall be erected or maintained on the lot of ground hereby conveyed, but that said lot shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.
- 2. No dwelling shall be permitted on any lot the ground floor area of the main structure of which, exclusive of one-story open porches and garages, shall be less than 1000 square feet for a one-story dwelling, or less than 750 square feet for a dwelling of more than one story.
- 3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line, except lots No. 10 & 11 Sec. B. on which dwelling may be 20 feet from rear lot line.
- 4. No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 8000 square feet except that a dwelling may be erected or placed on lots numbered 10 and 11 of Section B as shown on the recorded plat.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. 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.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pats may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
11. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the county, state or local public health authority. Approval of such system as installed shall be obtained from such authority.
12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. No building shall be 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 Gordon E. Sugar, 4011 Cedardale Road, Baltimore City, State of Maryland, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Following the death of the aforesaid Gordon E. Sugar at any time, the then record owners of a majority of the lots shall have the power through a duly recorded

written instrument to appoint an architectural control committee composed of three members who shall have full authority to act in his stead as his successor. Such committee shall serve without compensation and shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee and to designate a successor of any member of the committee who may die or resign.

14. The approval or disapproval as required in these covenants shall be in writing. In the event the aforesaid Gordon E. Sugar or his committed successor fails to approve or disapprove within 30 days after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. These covenants are to run with the land and shall be binding on all parties and all person claiming under them until January 1, 1975, after which time said covenants shall be automatically extended for successive periods of 10 years unless an appropriate instrument signed by a majority of the then owners of the lots has been recorded in the proper public office agreeing to change said covenants in whole or in part during the years 1975, 1985, 1995, etc.

16. Enforcement 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.

17. Invalidation of anyone of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Part 2: Article VII of the Long Meadow Association Inc. Amended By-Laws

Architectural Control Committee

Section 1. The "Architectural Control Committee" shall be composed of three (3) individuals designated by the Board of Directors of the Association. In the event of the prolonged absence or unavailability of any one or more of such designated members, the President of the Association may designate an alternate member of the Architectural Control Committee to act in place of the absent or unavailable member. All members (including alternate members) shall serve at the pleasure of the Board of Directors of the Association. To the extent reasonably possible, the members shall be lot owners in different Sections of Long Meadow Estates. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. The approval of any plans and specifications submitted under this Article VI I, and the granting of any approval, permit or authorization by the Architectural Control Committee shall also require the affirmative vote of a majority of the members of the Architectural Control Committee. The decision of a majority of the members of the Architectural Control Committee shall be final and binding. No member of the Architectural

Control Committee shall have any personal liability whatever to any Owner or Resident by reason of any action or failure to act on any matter referred to said Committee under this By-law.

Section 2. No Structure, fence or wall shall be commenced, erected, placed, moved onto 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 Control Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Control Committee, but in any event shall include (a) 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, and the location thereof with reference to Structures on adjoining portions of the Property; and (b) grading and landscaping plans for the particular Lot. This Article shall not apply to the original construction by the Developer or a successor Developer, of any Structure for which approval of Baltimore County is required.

Section 3. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- the failure of such plans or specifications to comply with this By-Law;
- failure to include information in such plans and specifications as may have been reasonably requested;
- objection to the exterior design, appearance or materials of any proposed Structure;
- objection to any proposed Structure or use; objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- any other matter which, in the absolute judgment of the Architectural Control Committee, would render the proposed Structure, Structures or uses inharmonious with Structures or uses located upon other Lots in the vicinity.

In any case where the Architectural Control Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 4. Upon approval by the Architectural Control Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to applicant submitting the same.

Section 5. The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided (a) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this By-law and (b) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

If the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided, or any request made pursuant to any other provision hereof relating to approval by said Committee, within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 6. If any Structure, fence or wall shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article VII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VII and without the approval required herein, and, upon written notice from the Architectural Control Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof

shall be a binding, personal obligation of such Owner as well as a lien upon the Lot in question. The lien provided in this Section 6 shall be in favor of the Association but shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Baltimore County prior to the recordation among the Land Records of Baltimore County of the Deed (or Mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such Mortgage).

Section 7. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Control Committee, and at reasonable times thereafter upon request of an Owner, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section 7 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein, comply with all the requirements of this Article VII and with all other requirements of this By-Law as to which the Architectural Control Committee exercises any discretionary or interpretive powers .

Section 8. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article VII, payable at the time such plans and specifications are so submitted, provided, that such fee shall not exceed the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for structures on the Lot with regard to which such plans and specifications are submitted.

Section 9. Any agent of the Architectural Control Committee or of the Association when the latter entity is entitled to exercise rights of enforcement hereunder, may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of Structures thereon are in compliance with the provisions hereof; and neither the Association nor the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.