

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT is entered into, as of the 10 day of October, 2000, by and between JOHN A. HATFIELD, JR., MARY LOU TRIMMINGHAM and ELIZABETH H. PROUT, ("HATFIELDS") Owners, and THE VALLEY'S PLANNING COUNCIL, INC. ("VPC").

A. The HATFIELDS are the owners of a lot of land (the "Land"), containing in the aggregate approximately acres, located in the 4th Councilmanic District of Baltimore County, Maryland, on the EAST side of Falls Road. The Land is more particularly described in a deed recorded among the Land Records of Baltimore County at Liber 6681, Folio 726, which states the property consists of 9.66 acres.

B. At the present time, the Land is zoned DR 1 (9.66 acres).

C. The Land is currently developed with a building housing a restaurant.

D. The HATFIELDS have submitted a request for change in zoning for the Land as a part of the 2000 Baltimore County Comprehensive Zoning Map process. The request seeks to have part of the Land reclassified from DR 1 to BL. The balance of the tract would remain zoned DR 1. If this Agreement is executed, the HATFIELDS intend to amend their request to request BLR zoning to reduce the area of the request to 9,260 square feet (.22 acres) of BLR, as shown on the attached Drawing marked "Amended Request", with the balance to remain DR 1 (9.44 acres). This requested zoning would enable the HATFIELDS to continue to operate the restaurant known as the Valley Inn, with the balance of the site being dedicated as Open Space (to remain in a natural state) and roadway.

F. VPC is an incorporated association of Baltimore County residents interested in preserving the existing character and quality of life of residential areas in the vicinity of the Land.

G. VPC desire to place certain restrictions on the Land and on the use thereof to assure that, in the event that it is rezoned to BLR as requested, future use does not have a deleterious effect on nearby residential areas.

H. The HATFIELDS , in recognition of the concerns of the VPC, are willing to place certain restrictions on the Land in return for the agreement of conditions described below.

I. In order to make the covenants, restrictions and conditions contained in this Agreement binding and fully effective on the Land, and on the present and future owners and occupants thereof, the parties have entered into this Agreement, to the end and with the intent that the HATFIELDS , and their successors and assigns, will hold, use, and hereafter convey the Land subject to the said covenants, restrictions, and conditions.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual agreements and understandings contained in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

THE HATFIELDS, ON BEHALF OF THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS, AGREES AS FOLLOWS:

1. Use of Land. The BLR Land shall be used only for a restaurant, standard and accessory uses and related used to support said uses. It is further agreed that the BLR Land may be further used for a tavern, arts and crafts shop, an office on the second floor, not to exceed 1,200 square feet, antiques, art, crafts, and jewelry sales, and that the only expansion to be permitted shall be an expansion of the porch on the south side of the building not to exceed double its current size, which would add up to 15' to the south of the existing porch and up to 15' to the east of said porch, to be

added and used as interior space for the restaurant and kitchen. Any such expansion shall be designed and built in a style and fashion consistent with the historic nature of the existing building. The HATFIELDS agree to nominate and support the placement of the existing building housing the restaurant for inclusion on the list of land marked buildings for Baltimore County. A portion of the DR1 zoned land, presently improved with a parking lot designated as such on the amended request, shall remain as such and shall not be expanded. The HATFIELDS shall apply for a use permit to permit business parking in a residential zone. VPC shall affirmatively express its support for that permit application.

2. Open Space. It is further agreed that the area marked "Open Space, approximately 9.44 acres" as shown on the attached Drawing marked "Amended Request", shall be offered for dedication to The Land Preservation Trust, in easement so as to fulfill the spirit of this covenant that said area be preserved as a landscape buffer, and if said area is not accepted by The Land Preservation Trust, it shall be dedicated and preserved as an open space left in a natural state on any site plan associated with the development contemplated herein, and otherwise preserved and dedicated in such a manner so as to fulfill the spirit and intent of this covenant. Said "Open Space" shall remain zoned DR 1 and be established and maintained by the HATFIELDS, their successors and assigns, as open space without building rights.

VPC agrees not to oppose the amended application for changing to BLR zoning and to support a special hearing or special decision to allow the use of the present DR 1 parking for commercial use to support the restaurant subject to these covenants and easement.

CONDITION PRECEDENT:

The obligation of the HATFIELDS shall not become effective and binding upon it and the

Land unless and until the portion of the Land has been reclassified to BLR, as shown on the attached Drawing marked Amended Request, on the 2000 Comprehensive Zoning Map for Baltimore County, as that map is finally adopted.

BINDING EFFECT: DURATION

Immediately upon satisfaction of the condition precedent stated above, the HATFIELDS shall cause these covenants, easement, restrictions, and conditions to be recorded among the Land Records of Baltimore County, Maryland. The HATFIELDS shall then promptly deliver to VPC a copy of the covenant as recorded, together with evidence of their recordation. The covenants and easement shall run with and be binding upon the Land, and upon all present and future owners thereof, and shall inure to the benefit of each of the parties respectively, and their successors and assigns, in perpetuity; and to require adherence regarding maintenance of Open Space.

ENFORCEMENT:

If any party to this Agreement, or any party's successor, or any neighbor within one mile of the Land, is required to institute legal action to enforce the terms of this Agreement, and is successful thereafter (whether by judgment or by settlement) in obtaining enforcement of the Agreement, that party or successor shall be entitled to recover reasonable attorney's fees and other reasonable costs of the action from the person or entity against whom enforcement is obtained. However, as a prerequisite to the recovery of fees and costs under this paragraph, the person or entity seeking enforcement shall serve the alleged violator of the Agreement with written notice of the violation, and only if the alleged violator has failed to remedy or to make substantial progress toward remedying the violation within thirty (30) days after receipt of this notice may legal action be instituted.

In order to further ensure VPC of the enforcement of this Covenant, the HATFIELDS shall have the duty to provide in all sales contracts for his business and/or Land that the Buyer and their heirs and assigns be subject to and bound by these covenants and easements and the obligations herein, including, but not limited to, the foregoing "obligation to pay reasonable attorney's fees and costs" provision if enforcement of the covenants is successfully obtained.

AMENDMENTS:

Prior to its recordation among the Land Records of Baltimore County, Maryland, this Agreement may be amended only by a written instrument in recordable form, signed by all of the parties hereto. Following its recordation among the Land Records of Baltimore County, this Agreement may be amended only by a written instrument, signed by the HATFIELDS or their successor and by the VPC and LPT or their assigns, and recorded among the Land Records of Baltimore County, Maryland. If VPC and LPT are no longer in existence or otherwise defunct without assigns, the community consisting of neighbors within one mile of the Land are entitled to the appointment of a Trustee to act on their behalf upon application to a Court of Equity.

MISCELLANEOUS PROVISIONS:

The parties warrant and represent that they have taken all necessary action required to be taken by their respective charters, by-laws, or other organizational documents to authorize the execution of this Agreement.

This Agreement, which may be executed in counterparts, contains the entire understanding of the parties.

Each of the parties warrants that it has carefully read and understands this Agreement, is

cognizant of the terms hereof, and has had ample time to consult with counsel of choice regarding its respective rights and obligations in connection herewith.

Failure, in any instance, to enforce any of the covenants, restrictions, and conditions contained in this Agreement shall in no event constitute a waiver or estoppel of the right to enforce the same or any other covenant, restriction or condition of this Agreement.

If any provision of this Agreement is found to be invalid, the remainder of the provisions of this Restrictive Covenant Agreement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

All notices required by this Agreement shall be sent by certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

Theresa J. Cox

JOHN A. HATFIELD, JR.

John A. Hatfield (SEAL)
By:

WITNESS/ATTEST:

MARY LOU TRIMMINGHAM

SEE ATTACHED SIGNATURE PAGES

_____ (SEAL)
By:

WITNESS/ATTEST:

ELIZABETH H. PROUT

SEE ATTACHED SIGNATURE PAGES

_____ (SEAL)
By:

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WITNESS/ATTEST:

JOHN A. HATFIELD, JR.

_____(SEAL)

By:

WITNESS/ATTEST:

MARY LOU TRIMMINGHAM

By:

_____(SEAL)

WITNESS/ATTEST:

ELIZABETH H. PROUT

_____(SEAL)

By:

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WITNESS/ATTEST:

JOHN A. HATFIELD, JR.

By: _____ (SEAL)

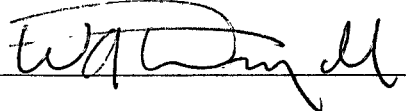
WITNESS/ATTEST:

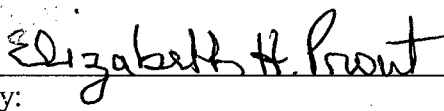
MARY LOU TRIMMINGHAM

By: _____ (SEAL)

WITNESS/ATTEST:

ELIZABETH H. PROUT



 (SEAL)
By: _____

WITNESS/ATTEST:

THE VALLEY'S PLANNING COUNCIL,
INC.Charm ClareJack Dillon (SEAL)
By: Executive DirectorSTATE OF MARYLAND, COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 6th day of October, 2000, before me, the subscriber, a Notary Public of the State of Maryland, in and for the jurisdiction aforesaid, personally appeared John A. Hatfield Jr, the duly authorized agent of _____, and being so authorized, acknowledged the foregoing document to be the free and voluntary act of _____.

AS WITNESS my hand and Notarial Seal.

Theresa J. Cox
Notary PublicMy Commission Expires on: 4-1-04STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 10 day of October, 2000, before me, the subscriber, a Notary Public of the State of Maryland, in and for the jurisdiction aforesaid, personally appeared Jack Dillon, the duly authorized agent of Valleys Planning Comm, and being so authorized, acknowledged the foregoing document to be the free and voluntary act of Valleys Planning Comm.

AS WITNESS my hand and Notarial Seal.

Charm Clare
Notary PublicMy Commission Expires on: 3/1/04

OPTIONAL FORM 175
MARCH 1975
DEPT. OF STATE
50175-101

CERTIFICATE OF ACKNOWLEDGMENT OF EXECUTION OF AN INSTRUMENT

HAMILTON, BERMUDA
(Country)

(County and/or other political division)

(County and/or other political division)

(Name of foreign service office)

I, ELIZABETH JONES

~~of the United States of America~~ at HAMILTON Bermuda,

duly commissioned and qualified, do hereby certify that on this 4th day of

June, 2001, before me personally appeared

MARY LOU TRIMMINGHAM, to me personally known, and

known to me to be the individual - described in, whose name is subscribed to, and who

executed the annexed instrument, and being informed by me of the contents of said

instrument she duly acknowledged to me that she executed the same freely and voluntarily for

the uses and purposes therein mentioned.

*In Witness Whereof, I have hereunto set my hand
and official seal the day and year last above
written.*

ELIZABETH L. JONES
of the United States of America

ELIZABETH L. JONES
MELLO JONES & MARTIN
P.O. BOX HM 1564
HAMILTON HM FX
BERMUDA

Note: Wherever practicable all signatures to a document should be included in one certificate.