

## DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS, made as of this 5<sup>th</sup> day of May, 1982, By JOHN P. WEVER (hereinafter "Developer").

RECITALS

Developer is the owner of all of that certain real property consisting of 23.04 ± acres of land located on the south side of Fitch Avenue, between Belair Road and Fitch Lane, in the 14th Election District of Baltimore County, Maryland, more particularly shown on that certain subdivision plat captioned "Subdivision of Property-John P. Wever" prepared by APR Associations, Inc., dated September 7, 1981, and recorded among the Land Records of Baltimore County in Plat Book 48, Folio 104 (the "Subdivision Plat"). Developer has agreed to convey, immediately subsequent hereto, that certain 3.1052 ± acre lot designated as Lot 1 as shown on the Subdivision Plat ("Lot 1"), to 84 Lumber Company, a Pennsylvania corporation (the remaining 19.93± acres hereinafter the "Remaining Parcel").

By this Declaration of Covenants, Developer intends to impose upon Lot 1 minimal conditions, standards and covenants for the benefit of the Remaining Parcel as the Remaining Parcel may hereafter be developed.

It specifically is declared by Developer that this Declaration of Covenants shall not be applicable to the Remaining Parcel, by reason of any common scheme of development or otherwise, unless and until such time, if ever, as these covenants may be made applicable to the Remaining Parcel by an instrument in writing and recorded in the Land Records of Baltimore County.

NOW, THEREFORE, Developer hereby declares that Lot 1 is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the fol-

TRANSFER TAX NOT REQUIRED  
 Director of Finance  
 BALTIMORE COUNTY, MARYLAND  
 Per [Signature]  
 Authorized Signature  
 Date 5-10-82 Sec. 11-85 See p. 10

lowing conditions, standards and covenants (herein the "Covenants"), all of which are established and agreed upon for the purposes of enhancing and perfecting the value, desirability and attractiveness of the Remaining Parcel.

Part 1

DEFINITION

When used herein, the following terms shall have the following meanings unless the context clearly requires otherwise:

1. "Developer" shall mean and refer to John P. Wever, his heirs, successors and assigns.
2. "Improvements" shall mean and include buildings, out-buildings, parking areas, loading areas, screening walls and retaining walls, hedges, mass plantings, lawns, poles, signs, water lines, sewers, electrical and gas distribution facilities and any structures of any type or kind.
3. "Owner" shall mean and refer to the holder of fee simple title to Lot 1, as defined herein.

Part 2

USES

1. Permitted Uses.

Lot 1 shall be used for such industrial purposes as are permitted from time to time by the Zoning Regulations of Baltimore County for ML (Manufacturing, Light), but expressly excluding any use for which special exception is required under such Zoning Regulations, unless such special exception be finally granted and such use is approved in writing by Developer.

2. Prohibited Uses.

No use will be made of Lot 1 or any portion thereof or any Improvements thereon at any time, nor shall any materials or products be manufactured, processed or stored thereon or therein, which shall constitute a violation of any law of the United

States, the State of Maryland, or Baltimore County, or any regulation or ordinance promulgated thereunder.

No operation or uses shall be permitted or maintained which causes or produces any of the following effects discernible outside the Improvements or affecting any adjacent property:

- a. Smoke;
- b. Noxious, toxic or corrosive fumes or gases;
- c. Obnoxious odors; and
- d. Excavation: Only excavation made in connection with construction of an improvement shall be made, and then only when proper protection is afforded adjacent property, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and stabilized.

The operation and use of drilling for and/or removal of oil, gas or other hydrocarbon substances on any property subject to these Covenants shall not be permitted without prior written consent of the Developer.

The following operations and uses shall not be permitted on any property subject to these Covenants:

- a. Residential
- b. Trailer Courts
- c. Truck Terminals
- d. Junk Yards
- e. Commercial Excavation of Building or Construction Materials
- f. Dumping, Disposal, Incineration or Reduction of Garbage, Sewage, Offal, Dead Animals or Refuse
- g. Fat Rendering
- h. Stockyard or Slaughter of Animals
- i. Refining of Petroleum or of its Products

- j. Smelting of Iron, Tin, Zinc or Other Ores
- k. Raising of Pets or Livestock or other animals not to prohibit the use of laboratory research animals
- l. Kennel or Dog Pound
- m. Mini-warehouse

3. Special Uses.

Operations and uses which are not specifically authorized by these Covenants may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Developer.

Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on the Remaining Parcel or upon the occupants thereof. If Developer fails either to approve or to disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that Developer has approved such plans and specifications.

Neither Developer nor its successors or assigns shall be liable in damages to anyone submitting operational plans and specifications to them for approval, or to any owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such operational plans and specifications. Every person who submits operational plans and specifications to Developer for approval agrees, by submission of such plans and specifications, and every owner and lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Developer or recover any such damages.

PART 3

PARKING AND DRIVEWAYS

Parking of vehicles is prohibited on all streets which may hereafter be constructed on the Remaining Parcel (including the entrance roadway) and it shall be the responsibility of Owner at all times to provide sufficient parking facilities on Lot 1. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking on Lot 1 shall be provided.

PART 4

UTILITIES

The Developer reserves the right to have constructed, without expense to the Owner, utility lines, pipes and conduits underground through any areas shown on the Subdivision Plat adjacent to the perimeter of Lot 1 and designated as drainage or utility easement areas.

PART 5

ENFORCEMENT

Violation or breach of any restriction herein contained shall give the Developer the right to seek such remedies at law or in equity by proceeding at law or in equity against the person, persons, firms or corporations who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for such violation.

In any legal or equitable proceedings for the enforcement or to restrain the violation of these Covenants or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings. All remedies

provided herein or at law or in equity shall be cumulative and not exclusive.

Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation or of any other provision of these Covenants. The failure of Developer to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.

PART 6  
GENERAL PROVISIONS

1. Effective Date

These covenants shall become effective upon the recording hereof.

2. To Run With Land

Except as otherwise set forth herein, the covenants herein set forth shall run with the land and shall bind the present Owner, its successors or assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Developer and with its successors or assigns, to conform to and observe such restrictions as to the use of Lot 1 and the construction of Improvements thereon.

3. Term

Each of the conditions set forth above shall continue and be binding upon the Owner, upon its successors and assigns, and upon each of them and all parties and all persons claiming under them for a period of 50 years from the effective date hereof, except if released by Developer his personal representatives, heirs, successors or assigns, in writing prior to such time.



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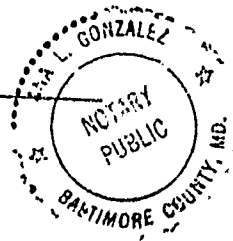
STATE OF MARYLAND, \_\_\_\_\_ OF \_\_\_\_\_, SS:

I HEREBY CERTIFY, that on this 5<sup>th</sup> day of May, 1982, before me, a Notary Public of the State aforesaid, personally appeared John P. Wever, personally known to me (or satisfactorily proven) to be the person described in the foregoing Declaration of Covenants as Developer, and made oath in due form of law that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



Rec'd for record MAY 11 1982 at 9:20 AM  
Per Elmer H. Kahline, Jr., Clerk  
Mail to REAL ESTATE TITLE CO., INC  
Receipt No. \_\_\_\_\_ \$ 25.00

BALTIMORE COUNTY CIRCUIT COURT (Land Records) EHK Jr. 6393, p. 0104, MSA\_CE62\_6248. Date available 04/14/2006. Printed 08/19/2018.