

## **SEMINARY RIDGE COVENANTS**

### **SEMINARY RIDGE – PLATS I, II, III (EXHIBIT A)**

RESTRICTIONS SET FORTH IN A DEED AND AGREEMENT BY JAMES KEELTY & CO. INC., PADONIA LAND COMPANY, INC., AND THE DREW COMPANY DATED JULY 17, 1968 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER O.T.G. NO. 4902, FOLIO 140

#### **EXHIBIT A – RESTRICTIONS**

1. Land Use and Building Type. The lots conveyed by the Deed and Agreement to which this “Exhibit A – Restrictions” is attached (the eighty-eight lots of ground shown on Plats One, Two and Three of Seminary Ridge, recorded among the Plat Records of Baltimore County in Plat Book O.T.G. No. 32, at folios 20, 21 and 22, respectively) shall be used for residential purposes only; and no building shall be erected, altered, or maintained on any of said lots, other than an individual, single-family, detached home, not exceeding two and one-half stories in height, with only garages and swimming pools, or either of them, as accessory structures.

2. Architectural Control. No building, fence, wall, sign, tank, or structure of any kind shall be commenced, erected or maintained on any of said lots, nor shall any addition thereto (including awnings and screenings) or change or alteration therein (including any re-treatment by painting or otherwise of any exterior part thereof) be made until plans and specifications, in duplicate, showing the nature, kind, shape, height, colors, materials, locations and approximate cost of such building, fence, wall, sign, tank, structure, addition, change or alteration shall have been submitted to and approved in writing by James Keelty and Co., Inc., herein referred to as the “Corporation”, its successors and assigns, which shall have the absolute right to refuse to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons. In so passing upon such plans or other specifications, the Corporation shall have the right to take into consideration the use and suitability of the proposed building, fence, wall, sign, tank, structure, addition, change or alteration, the location thereof, the materials of which it is to be built or made, and the color and design thereof, with relation to the site upon which it is proposed to erect or keep the same, harmony with its surroundings, and the effect on the outlook from adjacent or neighboring property.

#### **3. Building Location.**

(a) No house, garage, building, shed or structure of any kind, or any part thereof, except utility lines and utility structures, and swimming pools, shall be constructed within fifty feet of the southernmost right of way line of Seminary Avenue, or within fifty feet of the westernmost boundary of Lots 3 and 14, Block B, as said lots are shown on the aforesaid Plat One of Seminary Ridge, and Lots 19, 20, 24 and 25, Block B, as said lots are shown on the aforesaid Plat Two of Seminary Ridge.

(b) No building shall be located on any lot closer to the front lot line or closer to the side street line than the minimum building setback lines shown on the recorded plats hereinabove referred to, or on any amendment to or resubdivision thereof. In any event, no building shall be located on any lot closer to the front lot line or to the side street line than forty feet, except as follows: no building shall be located closer to Seminary Avenue than fifty feet, as provided in subparagraph (a) hereof. For the purposes of the covenant contained in this sub-paragraph (b), eaves, steps, open porches, bay windows and chimneys shall not be considered as a part of a building. Further, an encroachment into the hereinmentioned setback areas of not more than twelve inches shall not constitute a violation of these restrictions.

4. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width less than eighty feet at the front minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than thirteen thousand square feet.

5. Easement Areas. Those strips or parcels of land designated on the afore said Plats One, Two and Three of Seminary Ridge as "Slope Easement" and "Easement" areas, or otherwise designated as an easement area, and five-foot strips of land along the rear and side lot lines of each lot conveyed by the Deed and Agreement to which this "Exhibit A – Restrictions" is attached shall be deemed areas reserved for the purpose of proper surface water drainage and for the installation and maintenance of sanitary and storm water sewers, poles for electric power and telephone lines, lines for water and for other utilities, and for such alterations of the contour of the land as may be necessary or desirable to effect surface drainage. Within the aforesaid easement areas, no structure, planting or other material, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the owner of the lot.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding permitted to be erected on any lot shall at any time be used as a residence, either temporarily or permanently.

8. Signs. No sign of any kind shall be erected, displayed or maintained on any lot, except one lawful sign, 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. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, not in excess of two, may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. Fences. No chain link fence shall be erected or maintained on any lot and no fence or wall shall be erected, placed, altered or maintained on any lot nearer to any street than the minimum building setback line thereof. Where two adjacent houses are set back different distances from the street, no fence or wall between such two adjacent houses shall be closer to the street than the front wall of the house most distant from said street. No fence or wall shall be erected except in compliance with paragraph 2 and, when erected, shall not exceed 42 inches in height, and shall not interfere with underground or surface utility or draining structures, pipes or ditches. This restriction shall not apply to enclosures of patios or open garden courts, and shall not apply to retaining walls required by topography, which enclosures, patios and retaining walls, however, shall require the written consent of the Corporation, as provided in paragraph numbered 2 hereof.

11. Maintenance of Open Space Tracts. Each lot is subject to the restrictions, covenants and agreements heretofore imposed thereon, and upon all owners and occupants of said lots, or any part thereof, to assure the proper care and maintenance of the local open space tracts now or hereafter laid out in the Seminary Ridge Subdivision and conveyed to the Seminary Ridge Owners Association, Inc., all as set forth in a Deed and Agreement between James Keelty and Co., Inc., Seminary Ridge Owners Association, Inc., and Padonia Land Company, Inc., dated May 1, 1968, and recorded or intended to be recorded prior hereto among the Land Records of Baltimore County.

12. Assignment of Reserved Powers. Any or all of the rights and powers, including discretionary rights and powers, herein reserved by or conferred upon the Corporation may be assigned or transferred by said Corporation, its successors or assigns, to any one or more corporations or associations agreeing to accept same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Baltimore County; and upon recordation thereof, the grantee or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers reserved by or conferred upon the Corporation by this Agreement, to the extent assigned or transferred.

13. Terms-Enforcement. It is covenanted and agreed by and between the parties hereto, for themselves and their respective successors and assigns, as part of the consideration for the execution of the Deed and Agreement to which this "Exhibit A – Restrictions" is attached, and as a part of a general plan or scheme of development of the lots hereinabove described, that all of the restrictions, covenants and agreements herein set forth shall be held and construed to run with and bind the said lots and all subsequent owners and occupants thereof, or any part thereof, for a period of thirty (30) years from the date these covenants are recorded. All of said restrictions, covenants and agreements shall inure to the benefit of and be enforceable by the Corporation, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any lot subject hereto, against anyone violating or attempting to violate any of said restrictions, covenants and agreements. Upon the expiration of said thirty-year period, these covenants shall be automatically extended for successive periods of ten (10) years each, unless amended or cancelled, in whole or in part, as hereinafter provided. After the aforesaid period of thirty (30) years, any of the provisions of the foregoing restrictions numbered 1, 2, 3, 4, 6, 7, 8, 9 and 10, may be cancelled, annulled, or abrogated, in whole or in part, by the recording among the proper Land Records of Baltimore County of an appropriate instrument or instruments, in writing, executed by the then record owners (not including mortgagees or ground rent owners) of a majority of the above described lots, which instrument or instruments shall specifically set forth which of the provisions of the foregoing restrictions are thereby cancelled, annulled or abrogated.

Proceedings against any person or persons violating or attempting to violate any covenant, agreement, or restriction hereof, may be at law or in equity, and such proceedings may be to enforce any covenant, agreement, or restriction, to restrain violation thereof, or to recover damages for breach of same.

14. Severability. Invalidation by adjudication of any provision or provisions of the restrictions, covenants and agreements herein contained shall in no wise affect any of the other provisions which shall remain in full force and effect.

SEMINARY RIDGE – PLATS IV and V

RESTRICTIONS SET FORTH IN A DEED AND AGREEMENT BY JAMES KEELTY & CO. INC.,  
PADONIA LAND COMPANY, INC., AND THE DREW COMPANY DATED OCTOBER 28, 1970  
AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER O.T.G.  
NO. 5145, FOLIO 024

EXHIBIT B – RESTRICTIONS

Note: Paragraphs which differ from EXHIBIT A (Preceding) are shown in their entirety below. All other paragraphs are referenced to Exhibit A preceding.

1. Land Use and Building Type. The lots conveyed by the Deed and Agreement to which this "Exhibit B – Restrictions" is attached (the forty lots of ground shown on Plats Four and Five of Seminary Ridge, recorded among the Plat Records of Baltimore County in Plat Book O.T.G. No. 34, at folios 15 and 16, respectively) shall be used for residential purposes only;

and no building shall be erected, altered, or maintained on any of said lots, other than an individual, single-family, detached home, not exceeding two and one-half stories in height, with only garages and swimming pools, or either of them, as accessory structures. Paragraphs 2 through 10 inclusive—identical to those for PLATS I, II, and III, EXHIBIT A on the preceding pages of this Directory/Handbook.

11. Maintenance of Open Space Tracts. Each lot is subject to the restrictions, covenants and agreements heretofore imposed thereon, and upon all owners and occupants of said lots, or any part thereof, to assure the proper care and maintenance of the local open space tracts now or hereafter laid out in the Seminary Ridge Subdivision and conveyed to the Seminary Ridge Owners Association, Inc., all as set forth in a Deed and Agreement between James Keelty and Co., Inc., Seminary Ridge Owners Association, Inc., all as set forth in a Deed and Agreement to which this “Exhibit B—Restrictions” is attached.

Paragraphs 12 through 14 inclusive—identical to that for PLATS I, II, and III, EXHIBIT A on the preceding pages of this Directory/Handbook.

15. This “Exhibit B—Restrictions,” together with all the covenants, agreements, terms and provisions herein contained, are deemed to be incorporated in the Deed and Agreement between James Keelty and Co., Inc., Seminary Ridge Owners Association, Inc., and Padonia Land Company, Inc. (to which Deed and Agreement this “Exhibit B—Restrictions” is attached), as fully and to the same extent as though same had been expressly incorporated therein as part thereof.