

**HUNTINGTON/VALLEYS CREST  
HOMEOWNERS' ASSOCIATION**

January 1, 2025

***INVOICE***

**YEAR 2025 ANNUAL DUES FOR HUNTINGTON/VALLEYS  
CREST  
HOMEOWNERS' ASSOCIATION**

Amount Due.....**\$400.00**

**PLEASE PAY THIS AMOUNT AS EARLY AS POSSIBLE IN  
JANUARY, 2025.**

***REMIT TO:***

**HUNTINGTON/VALLEYS' CREST HOA  
c/o Arthur H. Adler  
5 Huntersworth Court  
Owings Mills, MD 21117**

HUNTINGTON/VALLEYS' CREST HOME OWNER'S ASSOCIATION  
("HOA")

**(PLEASE SEE ATTACHED INVOICE)**

December 9, 2024

To: Huntington and Valleys' Crest HOA Members  
From: Arthur H. Adler  
Re: 2024 Annual meeting

Dear Neighbors:

The 2024 Annual meeting of the Huntington/Valleys Crest Homeowners' Association was held via zoom on December 9, 2024. The meeting was called to order at 7:30 PM and was adjourned at approximately 8:17 PM. The following neighbors were in attendance:

Arthur and Rachel Adler  
Lou and Sue Breitenother  
Brian and Julie Cooper  
Phyllis Fine  
Warren and Sharon Green  
Scott Hollander  
Brian and Dori Kovens  
Ruth Simon  
Andy Snyder  
Marianne Spivak  
Hal and Ann Walter  
Adam Dowdy  
Jeri and Elliot Hirschman  
Matt Trembley  
John Savage  
Shirley Anderson  
Will Minkin  
Joe Schaller  
Bill and Brenda Jews  
Henry Brem  
Tom Chirhart  
Paul Rapp  
Susan and Jeff Posner  
Robin Zimelman and Laurence Eisenstein  
Lara Biagiotti  
Shelley Bennett  
Michael Kandel

All neighbors introduced themselves and identified where in the neighborhood they reside.

A moment of silence was held for our neighbors Glenn Weinberg and Barry Mannes who passed away in 2024.

The following review was given of the status of our Association:

Income for 2024 was \$24,850 with a payment from Caves Valley Golf Club plus 55 of the 62 homes in the neighborhood (7 homes in Section 1 of Huntington continued to elect to not pay dues as permitted - they are subject to the covenants but not the HOA dues requirement). There are no delinquencies.

The HOA account has approximately \$67,300 held at PNC Bank. Our 2025 needs are approximately \$23,000.

The HOA's insurance policy is liability for common areas, property for signs and E&O for officers is with The Hartford.

The major HOA expenditures in 2024 were for landscaping (\$15,904), two socials (\$900) camera service (\$1,650), BGE (\$300 +/-), accounting (\$750) and insurance (\$2,237).

A call was made for the election of officers for the HOA for 2025. The elected officers are:

Arthur Adler, President  
Louis Breitenother, Vice President  
Arthur Adler, Secretary/Treasurer

There were several items discussed and they are as follows:

1. Several houses performing additions which need to be approved by the Association submitted their plans and the plans were approved by the HOA committee. Please remember that any additions to your property including fencing, pools, mail boxes, etc. are subject to HOA approval rights. In the past, a few neighbors have performed work that required County permits without obtaining a permit. The HOA reminds each neighbor that such work is at the neighbors' risk of County enforcement. The one retaining wall in the neighborhood that collapsed has been rebuilt.
2. The dues for 2025 were discussed. By a unanimous vote, the HOA voted to keep the dues at \$400 for the year 2025. **Enclosed with these minutes is an invoice for your dues for \$400 for the year 2025.** The Officers are always concerned to have ample funds on hand to mount a legal fight in case some use in or near our neighborhood is objectionable to the HOA. Each year there are a few neighbors who require repeated requests to pay this invoice. Your payment is due as early as possible in 2025 and the HOA certainly appreciates your effort to pay this bill without being reminded.

3. Caves Valley Golf Club legally owns the grass area along the west side of Park Heights Avenue and the HOA has an easement for the sign and entrance. For years, Caves Valley Golf Club maintained this area with their own personnel. Many years ago, the HOA took over this responsibility in exchange for an annual payment from the club. The HOA's landscape costs did increase this year by 3% so the HOA charge to Caves Valley Golf Club will increase. Caves Valley Golf Club has agreed to be billed \$3,500 for 2025 (the club paid \$3,250 in 2024).
4. Landscaping for 2025 was discussed. Organicare has requested a reasonable 3% increase for 2025. Since the neighborhood is in good condition, the HOA decided to retain the current contractor, Organicare. If anyone feels that any hedges are too high during the year, please let me know and the HOA will trim.
5. In the past years, several trees have fallen during storms and blocked community roads. The HOA appreciates the help of many residents who cleared these obstructions. The HOA tries to take proactive action to trim trees on HOA land. Please remember if a tree falls from your property onto the public right of way, it is your responsibility as the homeowner to remove this tree debris in a safe and expeditious manner.
6. The neighborhood held two social events this year – an ice cream social in June and a Bundt cake social in October. The events were successes with large neighborhood participation. The consensus at the meeting was that everyone enjoyed this format of socials with at least two events a year paid for by the HOA.
7. A lot of walkers are on our street which is great. First, please remember that, since our community does not have sidewalks, the law requires walkers to face traffic. Second, the HOA also strongly encourages bright reflective clothing rather than all black apparel. Third, the HOA requests all dog owners to clean up after your dogs and keep your dogs on a leash or behind a fence if possible. Lastly, as you walk, if you see trash in the neighborhood, please pick up the trash if possible and dispose of it. The HOA understands many walkers in the neighborhood are from the adjacent community above the end of the cul de sac at Hunting Tweed. The HOA will investigate adding no trespassing signs, security cameras and fencing in this area.
8. Please remember that Baltimore County has laws regarding leaving your dog outside on the loose. A resident has the right to involve law enforcement if a dog creates a dangerous situation. Please make sure your dogs are on a leash or your electric fence is working adequately to keep any dog on your property.
9. One home on Huntersworth Court was broken into and only jewelry was taken. The license plate camera at the entrance, even though it was tested in September was not working in October at the time of the incident. According to the vendor, an electrical surge damaged the camera. The camera is now working at the entrance with the license plate reader. The HOA bought an AT&T sim card and now the camera is on



line. Our team can confirm it is working on a regular basis. If you have an incident, please contact me for access to the camera recordings. The officers will monitor the camera technology to make sure the neighborhood camera is state of the art.

10. Please be careful driving on Hunting Tweed Drive and look for cars exiting Valleys' Crest at Minor Jones Road. The sight lines are not great and, many times, the cars exiting Minor Jones cannot see the cars coming east on Hunting Tweed towards Park Heights Avenue. Please go SLOW at the intersection.
11. If you see a street light out, e-mail me and the HOA will report it or a resident can call BGE directly at 1-800-685-0123.
12. As a reminder, several years ago, the HOA had an unfortunate incident where a thief road through the neighborhood and stole Christmas cards with cash left on trash cans for the trash haulers. Please give any gifts directly to the trash haulers or postal workers if you so desire to avoid any risks.
13. A continuing request was made to please check packages when delivered to your home by UPS, USPS and Fed Ex. The HOA has heard many examples of packages being delivered to the wrong houses in the neighborhood. The same is true with instacart food deliveries. Feel free to email me if you get the wrong delivery and the HOA will send an email to the neighborhood distribution list. Recently, one neighbor reported the theft of mail and packages from their mailbox. This neighbor is installing a locked mail box.
14. The HOA reminds neighbors to tell your home insurance carrier that the neighborhood has a buried 10,000-gallon water tank at the end of Hunting Tweed Drive that is available to the fire department if needed. The water tank is actually maintained by the HOA for the new four lots at the end of Hunting Tweed Drive and the rest of the homes through the woods fronting on Garrison Forest Road across from Gwynnbrook. The HOA invited these new neighbors to join our HOA at no cost as their dues are higher than ours and cover the maintenance of this very valuable water facility. Some costs for homeowners' policies may be lowered if you inform your carrier about the security camera at the entrance.
15. In the past, the HOA has discussed people hunting without permission in the woods surrounding our neighborhood. As you know, hunting is NOT allowed in Baltimore County within 150 yards of a residence. If you see any hunting activity on HOA land, please let the HOA know.
16. During past winters, neighbors had reported that a pack of wild coyotes returned to our area looking for food. Please keep small dogs or cats in areas where they are protected.
17. In past years, the HOA discussed ice/snow on the steep part of the slope of Hunting Tweed Drive towards Park Heights Avenue. Hunting Tweed is a public street so the

County takes care of it. Unfortunately, the ice condition usually forms more rapidly than the County responds. The HOA discussed putting a salt box on the side of the road but the HOA did not know who would spread the salt. The HOA investigated finding an outside contractor who could do this salting for us but the HOA was not successful. Hopefully, the streak of light snow years will continue.

18. The HOA reported that the prestigious **BMW Championship** will be held from August 11-17, 2025 at Caves Valley Golf Club. As in 2021, I will serve on the Executive Committee for the tournament in 2025. Park Heights Avenue, once again, will be closed at Walnut Avenue and Caves Road during the tournament hours. Neighbors will get passes to get through the intersection at Walnut Avenue for residents and visitors. During the tournament hours, no access from south of Caves Road will be allowed. A guard will be posted at the Huntington sign again prohibiting parking on our streets. If you are interested in renting your home to a player for the week of the tournament, please let me know. I will get you the link to submit your home for consideration. You may get a phone call from vendors claiming to be affiliated with the BMW Championship about renting your home. I assure you the tournament officials will not be calling you directly. Outside parties try to rent homes nearby for hospitality and parking. If you have any concerns about such a rental opportunity, please contact me. A request was made to make sure traffic control is present on volunteer training days. The HOA will request that the tournament try to bring in as many mobile hot spots for cell service boosting with crowds at the tournament.
19. The HOA was asked to research ways to increase cell service coverage in the neighborhood. We have communicated with the major carriers – AT&T and Verizon – without much success.
20. The HOA President maintains a roster of neighbors' cell phone numbers and email addresses. You may be asked to provide that information to the President. The roster is not for public dissemination and no information will be given out without a neighbors' permission. The HOA will use the roster for emergency purposes only.
21. A sink hole exists on the gas transmission easement that runs between Valleys' Crest and Hunting Tweed Drive. A neighbor is working on getting this issue resolved and Baltimore County Department of the Environment is involved. Do not enter signs have been added.
22. Work outside the neighborhood entrance is Verizon installing new fiber lines.
23. Our neighbors Ruth and David Simon have **opened a new toy store** called **Totally Toys** in the Valley Village Shopping Center on Reisterstown Road (lower level – under Lenny's Deli). It is a beautiful store with a great selection of toys for holiday presents.

This letter constitutes the full report of the 2024 annual meeting. To the extent that anybody who attended the annual meeting remembers something that I forgot, please let me know so I can supplement this Annual Report. If you have any questions, please do not hesitate to contact me at 443-463-2172 (cell) or [aadler@cavesvalleypartners.com](mailto:aadler@cavesvalleypartners.com).

Happy Holidays and I hope that all of you have a very healthy and prosperous 2025!

Very truly yours,

Arthur H. Adler  
President

**Attachment – 2025 Invoice for dues**

**HUNTINGTON/VALLEYS CREST  
HOMEOWNERS' ASSOCIATION**

January 1, 2024

***INVOICE***

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CREST  
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JANUARY, 2024.**

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Owings Mills, MD 21117**



HUNTINGTON/VALLEYS' CREST HOME OWNER'S ASSOCIATION  
("HOA")

**(PLEASE SEE ATTACHED INVOICE)**

December 4, 2023

To: Huntington and Valleys Crest HOA Members  
From: Arthur H. Adler  
Re: 2023 Annual meeting

Dear Neighbors:

The 2023 Annual meeting of the Huntington/Valleys Crest Homeowners' Association was held via zoom on December 4, 2023. The meeting was called to order at 7:30 PM and was adjourned at approximately 8:01 PM. The following neighbors were in attendance:

Arthur and Rachel Adler  
Lou and Sue Breitenother  
Brian Cooper  
Charles and Phyllis Fine  
Laura and Ivan Garcia  
Warren and Sharon Green  
Scott Hollander  
Craig Kessler  
Brian Kovens  
Ruth Simon  
Andy Snyder  
Constantine and Marianne Spivak  
Hal and Ann Walter  
Geraldine Diggs  
Adam Dowdy  
Jeri and Elliot Hirschman  
Matt Trembley  
John Savage  
Lisset and Diem Mooney  
Alex Bartlett  
Risheng Xu

A moment of silence was held for our neighbor Ellen Adler, wife of Sam Adler, who passed away in 2023.

The following review was given of the status of our Association:

Income for 2023 was \$24,050 with a payment from Caves Valley Golf Club plus 53 of the 63 homes in the neighborhood (10 homes in Section 1 of Huntington continued to elect to not pay dues as permitted - they are subject to the covenants but not the HOA dues requirement). There are no delinquencies.

The HOA account has approximately \$69,210 held at PNC Bank. Our 2024 needs are approximately \$22,000.

The HOA's insurance policy is liability for common areas, property for signs and E&O for officers is with The Hartford.

The major HOA expenditures in 2023 were for landscaping (\$15,901), two socials (\$925) camera service (\$664), BGE (\$300 +/-), accounting (\$750) and insurance (\$2,093).

A call was made for the election of officers for the HOA for 2024. The elected officers are:

Arthur Adler, President  
Louis Breitenother, Vice President  
Arthur Adler, Secretary/Treasurer

There were several items discussed and they are as follows:

1. Several houses performing additions which need to be approved by the Association submitted their plans and the plans were approved by the HOA committee. Please remember that any additions to your property including fencing, pools, mail boxes, etc. are subject to HOA approval rights. A few neighbors performed work that required County permits without obtaining a permit. The HOA reminds each neighbor that such work is at the neighbors' risk of County enforcement. A concern was raised about one dangerous retaining wall in the neighborhood and a letter will be sent again to that neighbor.
2. The dues for 2024 were discussed. By a unanimous vote, the HOA voted to keep the dues at \$400 for the year 2024. **Enclosed with these minutes is an invoice for your dues for \$400 for the year 2024.** The Officers are always concerned to have ample funds on hand to mount a legal fight in case some use in or near our neighborhood is objectionable to the HOA. Each year there are a few neighbors who require repeated requests to pay this invoice. Your payment is due as early as possible in 2024 and the HOA certainly appreciates your effort to pay this bill without being reminded.
3. Caves Valley Golf Club legally owns the grass area along the west side of Park Heights Avenue and the HOA has an easement for the sign and entrance. For years, Caves Valley Golf Club maintained this area with their own personnel. Many years ago, the HOA took over this responsibility in exchange for an annual payment from the club. Caves Valley Golf Club will be billed \$3,250. The HOA's landscape costs

did not increase this year so the HOA charge to Caves Valley Golf Club will not increase.

4. Landscaping for 2024 was discussed. Organicare has not requested an increase. Since the neighborhood is in good condition, the HOA decided to retain the current contractor, Organicare. If anyone feels that any hedges are too high during the year, please let me know and the HOA will trim.
5. In the past year, several trees have fallen during storms and blocked community roads. The HOA appreciates the help of many residents who cleared these obstructions. The HOA tries to take proactive action to trim trees on HOA land. Please remember if a tree falls from your property onto the public right of way, it is your responsibility as the homeowner to remove this tree debris in a safe and expeditious manner.
6. The neighborhood held two social events this year – an ice cream social in June and a Bundt cake social in October. The events were successes with large neighborhood participation. The consensus at the meeting was that everyone enjoyed this format of socials with at least one or two events a year paid for by the HOA.
7. A lot of walkers are on our street which is great. First, please remember that, since our community does not have sidewalks, the law requires walkers to face traffic. Second, the HOA also strongly encourages bright reflective clothing rather than all black apparel. Third, the HOA requests all dog owners to clean up after your dogs and keep your dogs on a leash or behind a fence if possible. Lastly, as you walk, if you see trash in the neighborhood, please pick up the trash if possible and dispose of it.
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for the trash haulers. Please give any gifts directly to the trash haulers or postal workers if you so desire to avoid any risks.

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18. The HOA reported that the prestigious BMW Championship will be held again in the summer of 2025 at Caves Valley Golf Club. I will serve on the Executive Committee for the tournament again in 2025. I will report our minor concerns (lack of cell service and traffic security during practice rounds) from the previous event to the committee and I will report on any changes which affect the HOA and neighborhood for the 2025 event.
19. The HOA was asked to research ways to increase cell service coverage in the neighborhood.



20. The HOA President maintains a roster of neighbors' cell phone numbers and email addresses. You may be asked to provide that information to the President. The roster is not for public dissemination and no information will be given out without a neighbors' permission. The HOA will use the roster for emergency purposes only.
21. A sink hole exists on the gas transmission easement that runs between Valleys' Crest and Hunting Tweed Drive. A neighbor will send a picture to the HOA and this picture will be sent to the gas company.

This letter constitutes the full report of the 2023 annual meeting. To the extent that anybody who attended the annual meeting remembers something that I forgot, please let me know so I can supplement this Annual Report. If you have any questions, please do not hesitate to contact me at 443-463-2172 (cell) or [aadler@cavesvalleypartners.com](mailto:aadler@cavesvalleypartners.com).

I hope that all of you have a very happy and healthy 2024!

Very truly yours,

Arthur H. Adler

**Attachment – 2024 Invoice for dues**

LIBER 1087 FOLIO 100

**DECLARATION OF  
HUNTINGTON II  
COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this 22nd day of January, 1986, by HUNTINGTON DEVELOPMENT CORPORATION, a Maryland corporation, (hereinafter referred to as the "Declarant").

**RECITALS**

(A) The Declarant is the owner, in fee simple, of all of those tracts of land lying in the Third Election District of Baltimore County, Maryland, containing approximately 41 acres of land, as shown on the Plat entitled "HUNTINGTON SECTION TWO" (hereinafter referred to as the "Plat"), which Plat is intended to be recorded among the Land Records of Baltimore County, and as hereafter referred to as "HUNTINGTON II."

(B) The Declarant, for the purposes of creating and maintaining a general scheme of development and for the protection of the economic interest of the Declarant, desires that the aforesaid lots be subject to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, the Declarant for itself, its successors and assigns, in consideration of the mutual benefits to be derived by it and its successors and assigns, hereby declares that all the aforesaid tracts of land known as HUNTINGTON II shall be subject to the covenants, restrictions, conditions and reservations hereinafter set forth.

**ARTICLE I - DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

(a) "The Property" shall mean and refer to all the real property shown on the record Plat referred to above, known as Huntington II.

(b) "Lot" shall mean and refer to those properties designated as Lot Nos. 10 through 25 and Lot Nos. 27 and 28 on the aforesaid Plat.

(c) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a residence by a single family.

(d) "Developer" or "Declarant" shall mean and refer to HUNTINGTON DEVELOPMENT CORPORATION and its successors and assigns.

(e) "Lot Owner" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided, that (a) no Lessee (other than a lessee under a 99 year lease creating a ground rent of such Lot) or

LAW OFFICES OF  
MELNICOFF, KAUFMAN,  
WEINER & SHOUSE, P.A.  
28 S. CHARLES STREET  
BALTIMORE, MD  
21201-2022

B RCF 37  
DECLAR 37  
B/R JR T 37  
132889 C004 R01 T08:31  
02/04/86

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Contract Purchaser shall be deemed to be a Member, merely on account of such status, and (b) no Mortgagee of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption in said Lot.

(f) "Subdivision" shall mean the final subdivision of HUNTINGTON II as recorded among the Plat Records of Baltimore County; or as amended in accordance with this Declaration.

(g) "Plans and Specifications" shall mean engineering site plans, landscape plans, and architectural working drawings and any other supporting documents which may be required by the Developer.

#### ARTICLE II - PROPERTY SUBJECT TO DECLARATION

The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these Restrictive Covenants is located in Baltimore County, State of Maryland, and is more particularly designated on the Plat.

#### ARTICLE III -- UTILITIES

**Section 1. Utility Easements.** Easements along all property lines extending from the property line into each lot for a width of five feet (5') are hereby reserved by the Declarant for the installation and maintenance of utilities and drainage facilities. All additional easements reserved for those purposes are as shown on the Plat. In addition thereto, the Baltimore Gas and Electric Company, C & P Telephone Company and any cable television company operating in Baltimore County shall have the right to place upon the Lots, at such locations as may be deemed necessary by them, electrical transformers, transformer pads, telephone pedestals and television cable. The aforesaid companies shall also have the right to use the Roadway system for purposes of maintaining their respective distribution systems. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. The Declarant reserves the right to place fencing within said easements as is desirable in its discretion, provided however, that such fencing shall not interfere with said easements.

**Section 2. Utility Underground System Charges.** The Declarant has paid certain potentially refundable deposits to utility companies in order to provide for distribution systems to HUNTINGTON II. Contracts of Sale for Lots in HUNTINGTON II provide that Buyers shall pay their proportionate share of such deposits to the Declarant at closing in order to reimburse the Declarant or to pay any additional deposits. These deposits may be returned by the respective utility companies to the Declarant upon hookup of the respective utility to Lot Owner's property, provided that the hookups for the subdivision occur within the applicable time period required by such utility.

LAW OFFICES OF  
MELNICOFF, KAUFMAN,  
WEINER & SHOUSE, P.A.  
88 S. CHARLES STREET  
BALTIMORE, MD  
21201-8000

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company. Upon return of said deposits to the Declarant, it shall be the Declarant's obligation to promptly refund the deposits to individual Members entitled thereto.

#### ARTICLE IV - ARCHITECTURAL REVIEW

**Section 1.** No building, fence, wall, tennis court, swimming pool, garage or any other structure or driveway shall be commenced, erected, placed or altered in structure or color on any lot within said subdivision until the plan and specifications, including color scheme, cost, design and a grading plan showing the location of the structure, have been approved in writing by Declarant or its appointee and said Declarant or its appointee shall have the right to refuse to approve any such plans or specifications or grading and location plan which are not suitable or desirable, in its sole opinion, for esthetic or other reasons; and in so passing upon such plans, specifications and grading and location plan, it shall have the right to take into consideration the suitability of the proposed building or other structure hereinabove enumerated, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure on the roadway as planned, on the outlook from the adjacent or neighboring property. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line as provided on the subdivision plat. Where two adjacent houses are of different distances from the street, no fence or wall between these two lots shall be closer to the street than the front corner of the house most distant from the street. Fences where permitted shall not exceed four feet in height, shall not be of a chain link variety, and shall not impede surface drainage. The restriction in this paragraph shall not apply to enclosures of open patios or open garden courts, excluding tennis courts and shall not apply to retaining walls required by topography, which enclosures and retaining walls shall require the written consent and approval of Declarant or its assignee as to location, size, height, and materials used and type of construction.

All tennis courts, swimming pools, garages, hot tubs, jacuzzis or other buildings must be erected or placed further from the street than the rear line of the main dwelling and all tennis courts, swimming pools and stables must be screened from the view of neighboring properties and the streets by suitable plantings of natural shrubs or trees. Lighting for the same is not permitted to shine on adjoining properties. Tennis backstops are prohibited.

**Section 2.** At such time as plans and specifications are submitted to Declarant or its assignee, as herein required, there shall be submitted therewith a non-refundable fee of \$100 to cover the cost of reviewing the plans and specifications, which plans and specifications must be acted upon within sixty (60) days after submission, and if Declarant or its assignee fails to act on said plans and specifications within such period, such plans and specifications shall automatically be approved. No additional fee shall be charged for review of

LAW OFFICES OF  
MELNICOVE, KAUFMAN,  
WEINER & SMOUSE, P.A.  
26 E. CHARLES STREET  
BALTIMORE, MD  
21201-0000

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revised plans where such revisions were caused by the requirements of Declarant or its assignee.

#### ARTICLE V - USE AND BUILDING RESTRICTIONS

Section 1. Land Use. Lots as shown on the Plat shall be used for private residential purposes only and no Dwelling shall be erected, altered, or placed or permitted to remain on any Lot other than one detached Dwelling, said Dwelling designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a member or members of the owner's family. Nothing herein contained shall prevent the use of part of a Lot as a right of way for use by other Lots within the subdivision. Residential use shall not bar a home office use of the property provided the owner of said Lot complies with the applicable zoning regulations of Baltimore County. Private residential use shall not prohibit acquisition of the property for investment purposes or for acquisition by a contiguous property owner who does not intend to erect a residential dwelling in the immediate future.

#### Section 2. Building Restrictions.

(a) No structure of a temporary character, such as, but not limited to, a trailer, shack, or tent, shall be placed or used on any of the Lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except that a temporary structure may be placed or used thereon if used and operated solely in connection with the construction of permissible permanent improvements and not used for residence purposes; provided, however, that such temporary structure shall be removed from the premises within thirty (30) days after completion of the construction of the permissible permanent improvements; and provided, further, that such structure be removed within a period of twelve (12) months from the date of its original construction, whichever shall occur first.

(b) No boats or recreational vehicles, such as, but not limited to, campers, motor homes, and tent vehicles, may be parked or kept on any Lot except those stored in a garage without first obtaining the written approval of the Declarant herein, which approval shall be revocable by the Declarant. No motorized bikes or similar type recreational vehicles may be operated on any Lot.

(c) No live poultry, hogs, cattle, horses, ponies or other similar livestock shall be kept on any Lot except as hereinafter provided. A maximum of two (2) dogs and two (2) cats are permitted, provided that they are properly housed and cared for and are restricted to the lot owner's property. Horses and ponies shall be permitted provided the horses and ponies are housed in a suitable stable and attached paddock. No dogs, cats, horses or ponies may be bred on the property or kept for any commercial purposes.

LAW OFFICES OF  
MELINGOV, KAUFMAN,  
WEINER & SHOUSE, P.A.  
26 S. CHARLES STREET  
BALTIMORE, MD  
21201-3090

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LIBERTY 087 5013704

(d) Owners of Lots shall be responsible for providing driveway access to their lots from the paved portion of the public road or common driveway as designated on the Plats abutting the owner's Lot. All driveways shall be paved with a hard durable surface, such as macadam, tar and chip, concrete or other similar material. Paving shall be completed one (1) year from the date of commencement of construction of the dwelling on said Lot. NO BERM SHALL BE ALLOWED ALONG THE DIVISION LINE BETWEEN THE PUBLIC ROAD AND LOT WHICH WILL IN ANYWAY INHIBIT THE WATER COURSE INTENDED IN THE APPROVED ROAD DESIGN.

Certain lots within the property described on Exhibit A hereto are panhandle lots. Each owner of a panhandle lot shall be responsible to pave, as above provided for, the entrance driveway to a width of not less than sixteen (16) feet. Adjacent owners are hereby granted an easement to connect into such panhandle provided the owner installing the paving is reimbursed a proportional (based on number of users) part of the cost of installation. Maintenance of the drive shall thereafter be borne in proportion to the number of users by the users thereof.

No owner of a panhandle lot shall be obligated to construct a driveway if other suitable access is available and is approved by Declarant. Further, where lots have adjoining panhandles, paving need only be accomplished in widths of 8 feet on each lot and need not be accomplished simultaneously.

(e) All Lots in HUNTINGTON II shall be kept free from rubbish and trash of any kind, clean and with lawns, including the area between the Lot line and the paved portion of the road, neatly mowed a minimum of three (3) times per growing season, so that grass and weeds do not exceed 8 inches in height. In the event the owners of any Lot(s) do not so maintain their Lot(s), the Declarant or its employees shall have the right to enter upon said Lot to cut or remove the grass, weeds, rubbish or trash, and the owner of any Lot so benefitted shall pay reasonable charges for such services as is determined by the Declarant or its designee.

(f) No future facilities, including poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennae, antenna towers or television discs of any kind shall be maintained without the prior written approval of the Declarant or its duly authorized representative(s).

(g) No more than seven thousand (7,000) square feet of wooded area on any Lot may be cleared without the express authorization of the Declarant.

(h) No fuel tanks of any kind, excepting tanks for heating oil, shall be buried on any Lot.

(i) No sign or other advertising device of any nature shall be placed on any lot advertising the said lot or the improvements thereon as being for sale unless approved in writing by the Declarant.

LAW OFFICES OF  
MELNICOVE, KAUFMAN,  
WEINER & SHOUSE, P.A.  
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BALTIMORE, MD  
21201-2000

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LIBER 7087 FOLIO 705

(j) A construction entrance twelve feet by fifty feet (12' x 50') must be built prior to construction and consist of not less than eight inches (8") of crushed stone and shall be maintained during construction to minimize sediment runoff and damage to the road system adjacent to the construction site. DAMAGE TO THE ROAD SYSTEM RESULTING FROM IMPROPERLY INSTALLED AND MAINTAINED CONSTRUCTION ENTRANCES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

Section 3. Environmental Control. The Declarant has entered into an agreement with the Environmental Support Services of the Baltimore County Health Department to adhere to the following water quality best management practices and, by the acceptance of a Deed conveying any Lot, the owner thereof covenants to adhere to the same:

(a) All areas except that used for buildings, sidewalks and paving, will be planted with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.

(b) Dirt and debris accumulating on private roads will be removed according to the following schedule: May through October, concurrent with grass mowing; November through April, monthly.

(c) Application of fertilizers, herbicides and pesticides will not exceed recommendations of the University of Maryland Cooperative Extension Service.

(d) Filling will not occur in grassed or lined drainage ditches or swales.

#### ARTICLE VI - DEVELOPER

Section 1. Reservation of Rights. The Developer reserves an easement to exercise its right at any time prior to or subsequent to conveyance of individual Lots in HUNTINGTON II to enter upon any of the Property, to complete, in its sole discretion, development of the Property, such development including but not limited to tree cutting, and grading and filling in order to install roads, storm drains and utilities. This reservation of an easement specifically includes the right to install a sign of Developer's choice at the entrances to HUNTINGTON II at such locations (within ten feet of the property lines), as the Developer in its sole discretion may deem appropriate.

Section 2. Waiver of Restrictions and Covenants. The Developer, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on this property as the Developer deems necessary or in the best interest of the development as determined by the Developer. All waivers shall be in writing and a copy thereof shall be filed with the Developer and a copy thereof shall be available to all lot owners upon request. The Developer also reserves the right to change building setback lines and to alter lot lines between lots owned by the Declarant.

LAW OFFICES OF  
MELNGOVE, KAUFMAN,  
WEINER & SHOUSE, P.A.  
22 S. CHARLES STREET  
BALTIMORE, MD  
21201-6000

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LIBERTY 1087 1019706

ARTICLE VII - GENERAL

Section 1. Provisions to Run With Land. The provisions herein contained shall run with and bind the land and shall insure to the benefit of and be enforceable by the Declarant or the owner of any part of said land included in the Plat, their respective legal representatives, heirs, successors, and assigns, and may be by proceedings at law or in equity against any person violating or attempting to violate any of these covenants. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

Section 2. Term. These restrictions shall be binding for a period of twenty-five (25) years from the date hereof and unless thereafter modified or annulled in writing by the owners of seventy-five percent (75%) of the lots referred to in Exhibit A hereto, shall automatically renew for successive periods of twenty-five (25) years each.

SECTION 3. Invalidation. Invalidation of any of these covenants, agreements, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Limitation. These restrictions shall apply to the Lots as shown on the aforesaid Plat entitled "HUNTINGTON, II", and shall not be binding on any other property of the Declarant, his successors and assigns.

Section 5. Subdivision. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Declarant. With respect to any of said Lots while owned by the Declarant, the Declarant expressly reserves the right to alter property lines, to alter setback lines, to alter any easements, and to otherwise revise the aforesaid subdivision Plat and/or Development Plan of HUNTINGTON, II in any respect subject to applicable Baltimore County regulations and requirements. And in connection therewith, the Declarant further reserves the right to modify the subdivision Plat and/or Development Plan as filed with Baltimore County, Maryland, as to any Lots to be resubdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such waivers or consents as may be required by Baltimore County, consenting to the alteration of the subdivision Plat and/or Development Plan.

Section 6. Amendment. Prior to December 31, 2011, this Declaration may not be amended in any respect except by the execution of an instrument signed by not less than ninety percent (90%) of the lot owners, which instrument shall be filed for recording among the Land Records of Baltimore County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

Section 7. Assignment. Declarant expressly reserves the right to assign all of its rights and duties hereunder to

*Mail To*  
LAW OFFICES OF  
MELNICOVE, KAUFMAN,  
WEINER & SNOUSE, P.A.  
86 S. CHARLES STREET  
BALTIMORE, MD.  
21201-6042

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LIBER 1087 FOLIO 107

such person, persons or corporation that it may elect and upon recordation of the assignment in the land records of Baltimore County, Maryland the assignee shall become vested with all rights, powers, duties and discretions herein reserved to Developer.

WITNESS the corporate seal of HUNTINGTON DEVELOPMENT CORPORATION, and the signature of ABRAHAM L. ADLER, President, duly authorized and attested:

WITNESS:

HUNTINGTON DEVELOPMENT CORPORATION

BY:

ABRAHAM L. ADLER  
President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of January, 1986, before me, the subscriber, a Notary Public of the State of Maryland, County of Baltimore, personally appeared ABRAHAM L. ADLER, President, Huntington Development Corporation, and he acknowledged the foregoing Declaration of Restrictions to be the act and deed of Huntington Development Corporation.

AS WITNESS my hand and Notarial Seal.

Barbara R. L. El  
NOTARY PUBLIC

My Commission Expires: 7-1-86

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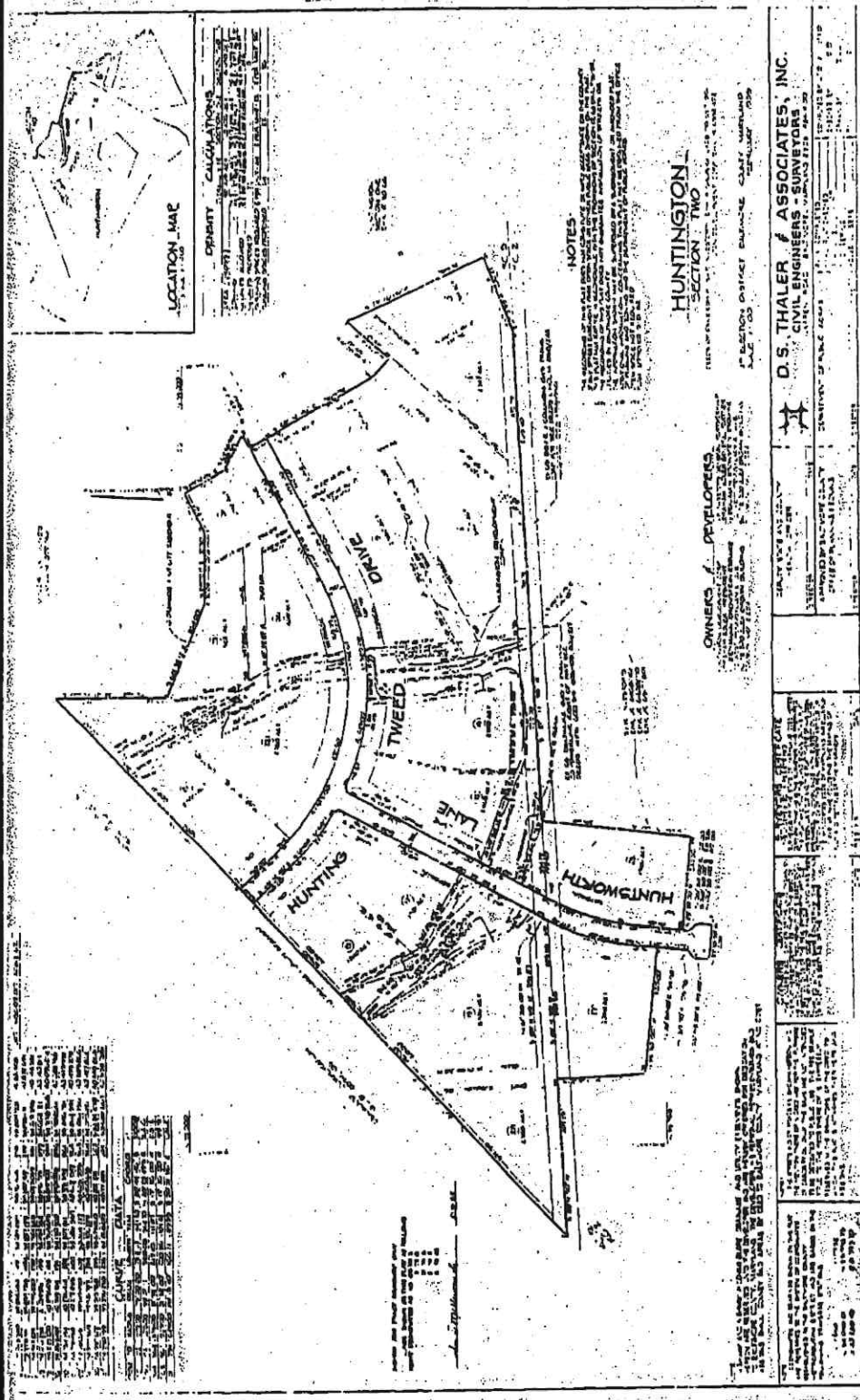
*Mail*  
LAW OFFICES OF  
MELNICOVE, KAUFMAN,  
WEINER & SHORE, P.A.  
26 S. CHARLES STREET  
BALTIMORE, MD  
21201-0000

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- 8 -

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Exhibit 'A'





0023361 480

THIS EASEMENT AGREEMENT ("Agreement") is made on this 12<sup>TH</sup> day of December, 2005, by and between and KENNETH KIPPERMAN and PAULA KIPPERMAN, jointly and severally (the "Grantor"); and APPLETREE HOMES, INC., a Maryland corporation (the "Grantee").

WHEREAS, the Grantor owns the property commonly identified as 11702 Huntsworth Lane, Baltimore, Maryland, which property is also shown as Lot 20 on the plan attached hereto and incorporated herein as Exhibit A (the "Grantor Property");

WHEREAS, Grantee is the owner of the property commonly identified as 11704 Huntsworth Lane, Baltimore, Maryland, which property is also shown as Lot 19 on the plan attached hereto and incorporated herein as Exhibit A (the "Grantee Property");

WHEREAS, the Grantor also owns, as a portion of the Grantor Property, the real property adjacent to Lot 20, as cross-hatched on Exhibit A (the "Grantor Driveway");

WHEREAS, a portion of the driveway providing ingress to and egress from the Grantee Property (the "Grantee Driveway"), denoted by single hatch marks on Exhibit A, crosses a portion of the Grantor Driveway;

WHEREAS, Grantor and Grantee have determined that it is their best interests to create a private easement for vehicular and pedestrian ingress and egress across the Grantor Property and Grantor Driveway for the benefit of the Grantee Property, and both parties wish by this Agreement to establish such private easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, which are deemed to be a material and substantive part of this Agreement, and no monetary consideration, the Grantor hereby conveys and confirms to the Grantee, its successors and assigns, a private use-in-common easement (the "Easement") for vehicular and pedestrian ingress



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and egress across the Grantor Property and Grantor Driveway, all as more specifically shown on Exhibit A.

Grantor and Grantee shall be solely responsible for all costs of maintaining and repairing the Easement Area. Such costs shall be apportioned as may be mutually agreeable by and between the parties.

Grantor agrees that Grantee may pave the portion of the Grantor Driveway located within the Easement Area.

Grantee reserves the right to relocate the Easement granted herein, but, in the event of such relocation, Grantee shall pay all costs therefor, and shall, on request, prepare for execution by the Grantor a new Deed of Easement extinguishing the Easement established hereby and substituting therefor the relocated easement. Any such relocated easement shall be located as is mutually reasonably determined by Grantor and Grantee, the consent of which parties shall not be unreasonably withheld or delayed.

Grantor and Grantee hereby reserve the right from time to time to install, maintain, service, and relocate underground utility pipes and conduits in its the Easement Area, and in connection therewith, to disturb the landscaping, including any paving therein, if necessary, provided that the party that undertakes such disturbance shall replace any such disturbed pavement or landscaping to a condition substantially similar to that which existed prior to such disturbance.

The Easement created by this Agreement shall be for the perpetual use of the parties hereto and their respective successors and assigns, and shall be for the benefit of and run with and bind the Grantor Property (including the Grantor Driveway) and the Grantee Property (including the Grantee Driveway).

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This Agreement may be terminated, amended, or modified only by an agreement recorded in the Land Records of Baltimore County, Maryland, and executed by the parties hereto, as well as any mortgagees or trustees of deeds of trust encumbering all or any portion of such property. Any tenant of any improvement upon any portion of the properties named herein shall not be deemed to be an "owner" for the purposes of this provision.

The invalidity of any of the provisions of this Agreement shall in no way affect any of the other provisions hereof, each of which shall remain in full force and effect. This Agreement and the Easement established herein shall not impose upon any party or their respective successors or assigns any obligation to construct any additional improvements or facilities; nor shall this Agreement and the Easement established herein impose upon any party hereto or its successors or assigns any limitation as to the type of improvements or facilities which such party or its successors or assigns may construct upon any of the property owned by it.

Nothing contained herein shall be deemed to be a gift or dedication to the general public, or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed. Nothing contained herein shall be deemed to confer any right on either party hereto, or their successors or assigns, agents, or tenants, to use any portion of the Easement Area for parking purposes, it being understood and agreed that this Easement is solely for ingress and egress as hereinabove set forth.

This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland, without regard to principles of conflicts of law. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most

0023361 483

strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties hereto have participated in the preparation of this Agreement.

This Agreement contains the full and complete agreement of the parties hereto and no oral agreements, past, present, or future shall be effective or binding on or against the parties unless the same shall be reduced to writing and executed in the same manner as this Agreement.

Each of the parties hereto warrants that it has the authority to enter into this Agreement and to bind themselves hereby, and have carefully read and understand this Agreement and are cognizant of the terms and conditions hereof and the obligations associated herewith.

The parties hereto each warrant and represent that they have the power and requisite legal authority to bind themselves, their organization if acting in a representative capacity, and their successors and assigns to the agreements herein contained, and if a corporation, each further warrants and represents that it is duly organized and is in existence with Maryland law, and that it has taken all necessary action required to be taken by its charter, bylaws, or other organizational documents to authorize the execution of this Agreement.

[SIGNATURES ON NEXT PAGE]

Subject Lot 19

Lot 18

Lot 17

Lot 19  
1.438 Acre  
#11704

Lot 20  
2.28 Acre  
#11702

Lot 27

JESCO CO. INC.

1740 E. JAMES BLVD  
BALTIMORE, MARYLAND 21204  
(410) 621-4304

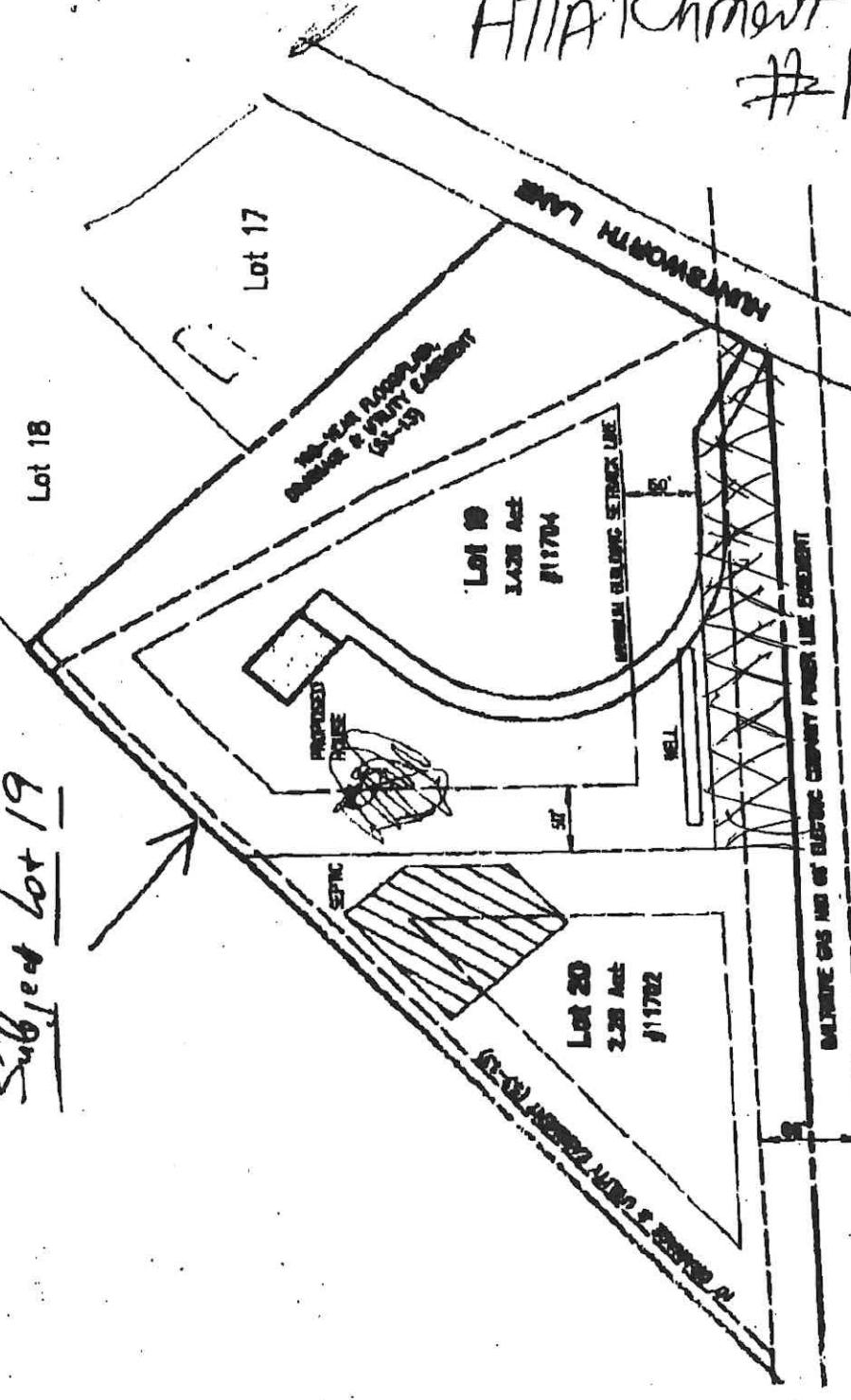
ASSEMBLY AREA

LOT 19 and  
Huntington  
EHL

4TH ELECTION DISTRICT  
SCALE: 1"=100'

9.8 11 988200

Attachment  
#210P3





00290001 487

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached. <input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other <input type="checkbox"/> Other																																																																																																																																																																																																																															
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Not an Arms-Length Sale [9] <input checked="" type="checkbox"/> Arms-Length [1] <input type="checkbox"/> Arms-Length [2] <input type="checkbox"/> Arms-Length [3]																																																																																																																																																																																																																															
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Space Reserved for County Validation

Distribution: White - Clerk's Office  
 Canary - SDAT  
 Pink - Office of Finance  
 Goldenrod - Preparer  
 AOC-CC-300 (6/95)

Date 2/8/06

DEED OF CONSERVATION EASEMENT

✓ THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 22 day of December, 1989, by and among S&R INVESTORS ("Grantor") and the MARYLAND ENVIRONMENTAL TRUST and the CAVES VALLEY LAND TRUST, INC. (collectively, "Grantees").

WITNESSETH:

WHEREAS the Maryland Environmental Trust ("MET") is charitable in nature and is created and exists pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (1983 Replacement Volume, as amended), to conserve the natural and scenic qualities of the environment;

WHEREAS the Caves Valley Land Trust, Inc. ("CVLT") has been organized as a Maryland not-for-profit corporation to accept conservation easements on land in the Caves Valley area of Baltimore County, Maryland, primarily as a co-donee with MET;

WHEREAS Grantor is the owner in fee simple of certain real property ("Property") hereinafter described, consisting of 33 acres, more or less, situate, lying and being in the Caves Valley area of Baltimore County, Maryland, and more particularly described in Exhibit A and depicted as "Valley Walls" on Exhibit A-1 attached hereto;

WHEREAS the Property has open-space conservation value in its present state as a natural and rural area that has not been subject to development;

WHEREAS Grantor is willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the land and water areas of the Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantees are willing to accept such Conservation Easement;

WHEREAS Grantor and Grantees recognize the environmental open-space value of the Property in its present state, and have identified significant conservation features in Exhibit B attached hereto;

WHEREAS Grantor and Grantees have a common purpose in in A RC F 63.00  
conserving the dominant scenic, cultural, rural, agricultural, 0 #  
historic, woodland and wetland character of the Property, 63.00  
except as hereinafter provided, preventing the use or #58756 0003 R01 09:10  
development of the Property for any purpose or in any manner 12/29/89  
that would conflict with the maintenance of the Property in its open-space condition;

WHEREAS MET is authorized by the laws of Maryland to accept, hold and administer conservation easements, and possesses the authority to accept and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code;

WHEREAS CVLT has received a favorable "determination letter" from the Internal Revenue Service, dated February 14, 1989, as to its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code;

RECEIVED FOR TRANSFER  
State Dept. of Land  
Assessment & Taxation  
for Baltimore County

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

TRANSFER TAX NOT REQUIRED  
Director of Land  
BALTIMORE COUNTY, MARYLAND  
Authorized Signature

SIGNATURE

DATE

Date 12-29-89 Sec. 11-85 EAS

By

Date

25290

WHEREAS CVLT has entered into a Cooperative Agreement with MET, pursuant to which it has agreed to accept conservation easements in the Caves Valley area as a co-donee with MET and to assist MET with the solicitation and monitoring of such easements;

NOW, THEREFORE, as an absolute gift of no monetary consideration (\$0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor hereby grants and conveys unto Grantees, their respective successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

The purpose of this Conservation Easement is to preserve and protect the environment of the Property and to maintain permanently the open-space values of the Property and the dominant scenic, cultural, rural, agricultural, historic, woodland and wetland character of the Property.

To achieve these objectives, the following conditions and restrictions are set forth:

#### ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article VI and runs with the land as an incorporeal and nonpossessory interest in the Property, enforceable with respect to the Property by Grantees against Grantor and its successors and assigns.

#### ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or commercial activities other than farming, silviculture and horticulture are prohibited on the Property, except for (1) such activities as can be conducted in existing or permitted structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products produced on the Property.

B. Display of billboards, signs or other advertisements is prohibited on or over the Property, except (1) to state solely the name and/or address of the Property and/or the owner; (2) to advertise the sale or lease of the Property; (3) to advertise the agricultural, horticultural, silvicultural and naturalistic uses of the Property; or (4) to advertise the sale of goods or services produced by permitted uses of the Property; provided that no sign or billboard on the Property shall exceed four feet by four feet.

C. Dumping of soil, trash, ashes, garbage, waste or other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary for agriculture and silviculture on the Property, or (2) as may be reasonably necessary for the construction and/or maintenance of permitted structures and access.

D. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (1) for the purpose of combatting



erosion or flooding, (2) for agriculture and silviculture on the Property, (3) for the construction and/or maintenance of existing and permitted structures, access and wildlife habitat, or (4) for any road construction permitted under subparagraph G(5) of this Article II.

E. Management and harvesting of forests shall be in accordance with the Maryland Forest Practices Guidelines, provided that Grantor shall maintain under forest cover all presently forested portions of the Property.

F. Notwithstanding anything contained in Paragraph G, there shall be no residential structures (e.g., principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes, seasonal cabins) on the Property.

G. No building, facility, paving or other structure or improvement shall be constructed, erected or installed on the Property after the date of recordation of this Conservation Easement, except that it is permitted:

(1) To construct accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Property, provided that any fencing shall be limited to board, post-and-rail, stone or similar fencing constructed of natural materials and having a similar natural appearance;

(2) To replace all existing and permitted improvements with improvements of similar size and purpose;

(3) To operate, improve, repair, restore, alter, remodel, and maintain all improvements permitted in this Article;

(4) To construct and maintain reasonable access to all permitted uses and structures; and

(5) To complete the construction of an extension of Huntsworth Lane from Hunting Tweed Drive to the "Upper Plateau" depicted on Exhibit A-1 attached hereto, if such extension crosses over the Property; provided that any such extension shall be confined to that portion of the Property depicted as the "possible road extension area" on Exhibit A-1.

H. Grantor shall maintain under forest cover all presently forested portions of the Property.

I. The Additional Terms listed on Exhibit D attached hereto are hereby incorporated herein with respect to certain additional prohibited and restricted activities on the Property, provided that items (2), (3) and (4) thereof shall be for monitoring and enforcement only by CVLT, its successors and assigns.

J. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic, historic and cultural values, and the natural topographic and open-space character of the Property.



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K. Except to the extent that prior written approval of Grantees is required by any paragraph of this Article, all rights reserved by or not prohibited to Grantor are considered to be consistent with the conservation purposes of this Easement and require no prior notification or approval, except that if Grantor believes or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the conservation interests associated with the Property, Grantor shall notify Grantees in writing at least forty-five (45) days before exercising such right.

#### ARTICLE III. ENFORCEMENT AND REMEDIES

A. Upon any breach of the terms of this Conservation Easement by Grantor, Grantees may, after reasonable notice to Grantor, exercise any or all of the following remedies:

(1) institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction; and

(2) require that the Property be restored promptly to the condition required by this Conservation Easement.

Grantees' remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantees at law or equity. If Grantor is found to have breached any of Grantor's obligations under this Conservation Easement, Grantor shall reimburse Grantees for any costs or expenses incurred by Grantees, including court costs and reasonable attorneys' fees.

B. No failure on the part of Grantees to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantees to enforce the same in the event of a subsequent breach or default.

C. Grantees, their successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor or its successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures.

D. This Conservation Easement is not intended to inure to the benefit of any third party, and shall only be enforceable by the Grantees and their respective successors and assigns.

E. Each Grantee has independent authority to enforce the provisions of this Conservation Easement, provided that it shall give reasonable advance notice to the other Grantee and the Grantor if it elects to proceed unilaterally with enforcement actions.

#### ARTICLE IV. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

25290

ARTICLE V. EXHIBITS

The following exhibits accompany this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference shall be attached hereto and made a part hereof. Exhibit A includes Exhibit A-1 and consists of 3 pages in the aggregate.
- B. Exhibit B: Summary of Conservation Values shall be attached hereto and made a part hereof. Exhibit B consists of 2 pages.
- C. Exhibit C: Inventory of Existing Structures shall be attached hereto and made a part hereof. Exhibit C consists of 1 page.
- D. Exhibit D: Additional Terms of Easement shall be attached hereto and made a part hereof. Exhibit D consists of 1 page.
- E. Exhibit E: Color Slides of the Property With Description of Slides and Slide Index Numbers shall be kept on file at the principal office of MET and shall be fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of 11 color slides and 1 page.
- F. Exhibit F: Annotated Aerial Photograph of the Property shall be kept on file at the principal office of MET and shall be fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit F consists of 1 page.

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE VI. MISCELLANEOUS

A. Grantees may assign, upon prior written notification to Grantor, their respective rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code; and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, the easement and rights of enforcement shall revert to Grantees; and if Grantees shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantor, its successors or assigns, shall cooperate in proceedings before any court of competent jurisdiction to appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. If CVLT or any of its successors or assigns shall be dissolved or shall decline to carry out its responsibilities hereunder, then MET may appoint a successor to CVLT as



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co-Grantee, provided that such successor is a "qualified organization" as set forth in the immediately preceding sentence. No assignment may be made by either Grantee of its rights under this Conservation Easement unless such Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.

B. Grantor warrants that it is the legal and record owner of fee simple title to the Property, and that such title is not encumbered by any mortgage or similar lien.

C. Grantor agrees for itself, its successors and assigns, to notify Grantees in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed, lease, mortgage or other legal instrument by which any interest in the Property is conveyed, expressly confirming that such instrument is subject and subordinate to this Conservation Easement. The covenants contained herein run with the land but are not personal to Grantor and shall not be binding upon Grantor following any sale or other absolute transfer of all of its right, title and interest in and to the Property.

D. Grantees agree to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

E. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantees, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole.

F. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Environmental Trust, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the conservation purposes of this Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

G. The provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Property. Any provision hereof which may be determined to be invalid or unenforceable under applicable law shall nevertheless be construed and applied so as to give effect, to the maximum extent permitted under applicable law, to the intentions of the parties as reflected herein.

H. Any notices by Grantor to Grantees pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed, in the case of MET, to Suite 322, 275 West Street, Annapolis, Maryland 21401, and, in the case of CVLT, to 2522 Caves Road, Owings Mills, Maryland 21117, or to such other address as either Grantee may establish in writing on notification to Grantor. Any notices by either Grantee to Grantor pursuant to any provision hereto shall be sent by registered or certified mail, return receipt requested, addressed c/o Abraham L. Adler to Tenth Floor, 20 South Charles

Street, Baltimore, Maryland 21201, or to such other address as Grantor may establish in writing on notification to Grantees.

I. In any case where the terms of this Conservation Easement require the consent of Grantees, such consent shall be requested by notice to Grantees. Such consent shall be deemed to have been given unless, within forty-five (45) days after receipt of Grantor's request by Grantees, Grantor receives from either Grantee notice of disapproval and the reason therefor.

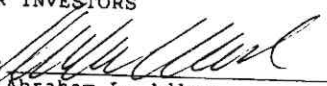
J. During any period in which Grantor maintains public liability insurance with respect to the Property or the activities conducted thereon, it shall cause CVLT to be named as an additional insured, as its interests may appear, with respect to such liability coverage.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust, Caves Valley Land Trust, Inc., their respective successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, its agents, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the above described property.

IN WITNESS WHEREOF, Grantor and Grantees have hereunto set their hands and seals the day and year above written.

GRANTOR:

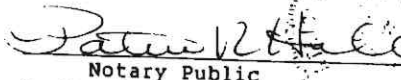
S&R INVESTORS

By:  (SEAL)  
Abraham L. Adler,  
Managing Partner

State of Maryland,  
City of Baltimore

I HEREBY CERTIFY that on December 22, 1989, before me, a Notary Public of the State of Maryland, personally appeared Abraham L. Adler, who acknowledged himself to be the Managing Partner of S&R Investors (the "Company"), and that he, as such Managing Partner, being authorized so to do, executed the foregoing instrument on behalf of the Company for the purposes therein contained by signing the name of the Company by himself as such partner.

WITNESS my hand and Notarial Seal.


  
Notary Public  
My Commission Expires: 7/1/90



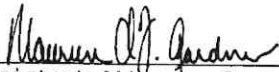
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ACCEPTED BY:

MARYLAND ENVIRONMENTAL TRUST,  
as Grantee

By:  (SEAL)  
H. Grant Dehart,  
Director

Approved as to legal form and sufficiency this 28<sup>th</sup> day of  
December, 1989.

  
Assistant Attorney General

CAVES VALLEY LAND TRUST, INC.,  
as Grantee


By:  (SEAL)  
Mitchell Kolkin,  
President

EXHIBIT ABoundary Description and Property Reference

August 28, 1989

DESCRIPTION OF THE RC-2 ZONE "THE WALLS"  
HUNTINGTON, SECTION III

Beginning for the first at a point within an existing 66 foot B G & E Company right-of-way, recorded among the Land Records of Baltimore County, Maryland in Liber 600 folio 513, Liber 603 folio 403 and Liber 636 folio 217 which point is an corner in common between this land and land of Huntington, Section I, recorded among the said Land Records in Plat Book 50 folio 66; thence, binding upon the lands of said Huntington, Section I, South  $41^{\circ}20'09''$  East 495.50 feet to a point, a corner of land of Richard B. and Harleen J. Klaff, recorded among the said Land Records in Liber 5760 folio 240; thence, binding upon the said land said lands South  $17^{\circ}45'58''$  West 485.00 feet to a point; and, South  $07^{\circ}14'02''$  East 400.00 feet to a point; thence, South  $07^{\circ}19'37''$  West 347.68 feet to intersect a line of a parcel of land of Conservation Associates recorded among the said Land Records in Liber 5797 folio 356; thence, binding upon the last said lands North  $82^{\circ}40'23''$  West 590.77 feet to a point; thence, binding partly upon the last said lands and partly upon a parcel of land of M. Regina Maust, et al., recorded among the said Land Records in Liber 5955 folio 272, North  $83^{\circ}10'19''$  West 1678.05 feet to a point; thence, continuing partly upon the last said land and binding partly upon parcels of land of Paul P. Pinkas, recorded among the said Land Records in Liber 4022 folio 396, Alan Meyers, recorded among the said Land Records in Liber 1639

page 2  
Description of the RC-2 Zone  
Huntington, Section III.  
August 28, 1989

folio 544, Thomas J. Seibold, record among the said Land Records in Liber 3271 folio 458, Earl M. Swen, recorded among the said Land Records in Liber 3872 folio 537, and Merle M. Leight, Jr., recorded among the said Land Records in Liber 4380 folio 89, South 84°02'09" West 537.03 feet to intersect a line of a parcel of land of Tom-Lee Quarter Estate, recorded among the said Land Records in Plat Book 40 Liber 2; thence, binding upon the last said lands North 34°33'15" East 568.95 feet to a point; thence, binding upon the lots of Huntington, Section III, as intended to be recorded among the said Land Records, South 84°11'24" East 707.39 feet to a point; South 73°05'19" East 746.36 feet to a point; North 80°16'17" East 512.15 feet to a point; North 01°59'18" East 140.66 feet to a point; North 23°47'16" East 310.89 feet to a point; North 33°55'04" East 302.63 feet to a point; and, North 36°46'32" West 499.51 feet to a point within the first mentioned 66 foot B G & E Company right-of-way, a point on line of Huntington, Section II, recorded among the said Land Records in Plat Book 55 folio 13; thence, binding upon said Huntington, Section II, and within the aforementioned 66 foot B G & E Company right-of-way, North 87°11'50" East 333.96 feet to the point of beginning.

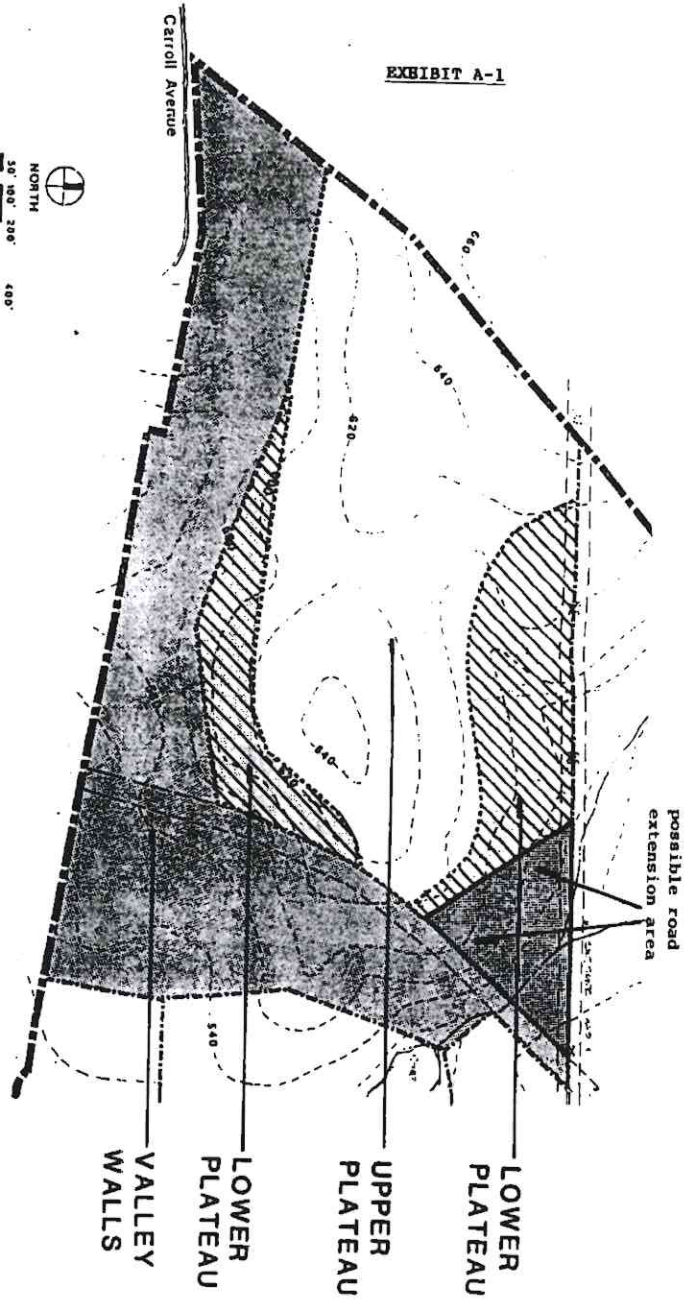
Containing 33.912 acres of land, more or less.

Under and subject to a portion of an existing 65 foot B G & E and Columbia Gas Transportation Corporation right-of-way, recorded among the said Land Records in Liber 868 folio 244, Liber 4615 folio 438, and Liber 4753 folio 056.

Also under and subject to an existing right-of-way and water storage area recorded among the said Land Records in Liber 5760 folio 240.



EXHIBIT A-1



HUNTINGTON  
OCTOBER 7, 1888  
LDR, Inc.



S & R Investors  
Deed of Conservation Easement  
EXHIBIT B  
Summary of Conservation Values  
Page One

The following public open space conservation values are associated with the Property:

1. Master Plan: This Conservation Easement is consistent with and supports the land use policy of the Baltimore County Master Plan, adopted in 1979 by the Baltimore County Planning Board.

The Property lies within the Rural and Agricultural Zone. County goals for these areas include:

- (a) the preservation of wetlands, flood plains and unique ecological areas which, if altered or developed, would endanger or destroy an irreplaceable resource;
- (b) the protection of the extensive surface and ground water system which is the existing and potential future public water source.
- (c) the preservation of productive agricultural soils and farming as a continuing economic activity in the county (pg. 6)

2. Scenic Value: The Property includes approximately 450 feet of road frontage on Carroll Avenue, and is visible from Park Heights Avenue.

3. Woodland and Rural Open Space: The Property is almost entirely wooded. All presently forested portions of the Property will remain under forest cover.

4. Area of Critical State Concern: The Property lies on the walls of the Caves Valley which was designated an Area of Critical State Concern for Baltimore County in 1977 by the Baltimore County Planning Board.

The Caves Valley is one of eleven limestone valleys in Baltimore County. These valleys are a unique and significant feature because of their ability to provide large quantities of fresh water for human use. Because of their nature and location they are susceptible to damage especially from septic system contamination of ground water and accelerated erosion.

(Source: Designation of Areas of Critical State Concern within Baltimore County, Baltimore County Office of Planning and Zoning, August 1977).

S & R Investors  
Deed of Conservation Easement  
EXHIBIT B  
Summary of Conservation Values  
Page Two

5. Historic Value: Part of the Property is within the Caves Valley National Register Historic District. This Historic District is significant in the development of rural agriculture in Baltimore County, for its architectural styles dating from 1730-1941, and in community planning and development in Baltimore County.
6. Part of Larger Conservation Area: The Property is close to 900 acres on the Valley floor targeted for protection by the Caves Valley Land Trust, Valleys Planning Council, and other community groups. The protection plan involves creation of a golf course and donation of easements to the Maryland Environmental Trust and Caves Valley Land Trust to limit any other development.
7. Maryland Environmental Trust Policy: The scenic landscape, productive woodland, groundwater protection, historic district protection, and larger conservation plan features of the Property defined in Item numbers 2, 3, 4, 5, and 6 above are pursuant to the conservation policies adopted by the Maryland Environmental Trust on September 25, 1974 and revised May 2, 1988.

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EXHIBIT C

Inventory of Existing Structures

none

EXHIBIT D

Additional Terms of Easement

1. Except as permitted under subparagraph G(5) of Article II, Grantor shall make no road-widening, road extension, inter-road connection or new roadway grants along or across the Property to Baltimore County or the State of Maryland, unless required by law.
  - \*2. Grantor shall neither seek, support nor utilize any rezoning of the Property from RC-2 or any successor classification.
  - \*3. Grantor shall neither seek nor support any public water or sewer service to or across the Property.
  - \*4. Grantor shall post signs on the property prohibiting any shooting, hunting, archery, off-road vehicles or fires upon the property for a period of six (6) months from this date. A continued monitoring and posting shall be the responsibility of CVLT.
  5. Grantor shall comply with all applicable health and safety regulations pertaining to the remainder of its property and during the development thereof.
- \* To be monitored and enforced only by CVLT.

RETURN TO:

JIM HIGHSAW  
MD. ENVIRONMENTAL TRUST  
275 WEST ST.  
ANNAPOLIS, MD. 21401