

28. The hereinafter named “Lot Owners” join herein for the purpose of subjecting themselves, their heirs, personal representatives and assigns and their lots, as shown on the herein after described Amended Plats for The Highlands of Hunt Valley, which Plats are recorded among the Plat Records of Baltimore County in Plat Book EHK, JR. No. 38, folio 150, and Plat Book EHK, JR. No. 39, folio 78, to the covenants, conditions, restrictions and reservations set forth in this Declaration of Restrictions.

Richard B. Edgar, Lot Owner - Lots 73, 74, 79 and 80, “Amended Plat, 2 The Highlands of Hunt Valley”, recorded EHK, JR. No. 38, folio 150.

C. Dennis Webster, Lot Owner - Lot 44, “Amended Plat 3, The Highlands of Hunt Valley”, recorded EHK, JR. No. 39, folio 78.

W. Dale Hess, Lot Owner - Lot 48, “Amended Plat 3, The Highlands of Hunt Valley”, recorded EHK, JR. No. 39, folio 78.

Donald E. Webster, Lot Owner - Lot 46, “Amended Plat 3, The Highlands of Hunt Valley”, recorded EHK, JR. No. 39, folio 78.

David H. deVilliers, Jr., Nominee, Lot Owner - Lot 45, “Amended Plat 3, The Highlands of Hunt Valley”, recorded EHK, JR. No. 39, folio 78.

# A Guide to Our Protective Covenants

JANUARY 2013 EDITION

**THE HIGHLANDS**  
*of* HUNT VALLEY



*Hello, neighbor!*

*The following is an exact representation of the original covenants—with basic style and format updates—for the Highlands of Hunt Valley neighborhood, which was established nearly 37 years ago.*

*Our protective covenants preserve the beauty of the neighborhood and the value of our homes. We appreciate your compliance, and we welcome input from those living in the neighborhood. Please send questions to:*  
***highlandshuntvalley@gmail.com.***

Please note that there was a transfer of power from the Developer to the homeowners over 30 years ago at the point in which more than 50% of the neighborhood had been established. If as a community we feel strongly that there is a need to change a covenant, we would have to vote on the issue, and more than 50% of the homeowners would have to vote in favor of the change.

## THE HIGHLANDS OF HUNT VALLEY RESTRICTIONS

THIS DECLARATION, made this 27th day of April, in the year One Thousand Nine Hundred and Seventy-six, by HUNT VALLEY ASSOCIATES, a Maryland Limited Partnership, hereinafter referred to as “Developer”, and RICHARD B. EDGAR, C. DENNIS WEBSTER, W. DALE HESS, DONALD E. WEBSTER and DAVID H. DEVILLIERS, JR., Nominee, hereinafter referred to as “Lot Owners”.

WHEREAS, Developer is the owner, in fee simple, of that tract of land situate in the Tenth Election District of Baltimore County State of Maryland, as shown on three plats, prepared by Frederick Ward and Associates, which Plats are entitled “Amended Plat 1, The Highlands of Hunt Valley”, which is recorded among the Plat Records of Baltimore County in Plat Book EHK, JR. No. 39, folio 77; “Amended Plat 2, The Highlands of Hunt Valley”, which is recorded among the Plat Records of Baltimore County in Plat Book EHK, JR. No. 38, folio 150; and “Amended Plat 3, The Highlands of Hunt Valley”, which is recorded among the Plat Records of Baltimore County in Plat Book EHK, JR. No. 39, folio 78; and

WHEREAS, Developer, for the purpose of creating and maintaining a general scheme of development, desires that the above mentioned tract of land be subject to the covenants, conditions, restrictions and reservations hereinafter set forth and with the intent of establishing a uniform, general scheme of development, has developed and improved said tract of land by causing it to be subdivided into lots with streets and roads laid out, as shown on said Plats.

### NOW, THEREFORE, THIS DECLARATION WITNESSETH:

That Developer for itself, its personal representatives and assigns, in consideration of the mutual benefits to be derived by itself, its personal representatives and assigns, and the purchasers of lots in said development, for themselves, their heirs, personal representatives and assigns, hereby impose upon the aforesaid tract of land hereinabove referred to, the following covenants, conditions, restrictions and reservations, to wit:

## PROTECTIVE COVENANTS

### Architecture

1. The land included in this tract shall be used for private residential purposes only, and no dwelling shall be commenced, erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two and one-half stories in height, each dwelling being designed for occupancy by a single family, and a private garage or parking enclosure. Single family occupancy shall not be construed without prior approval of the Developer 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.
2. No building, fence, wall, hedge, or other structure shall be commenced, erected, placed or altered in structure, or color, on any lot until the plans and specifications and including color scheme and a grading plan showing the location of the structure, have been approved in writing by the Developer or its personal representatives or assigns. The Developer or its personal representatives or assigns shall have the right to disapprove architectural and development plans, location and grading plans, which are not suitable or desirable, in its opinion, for esthetic or other reasons, such as the suitability of the proposed building or structure and the materials of which it is built, to the site upon which it is proposed and the harmony thereof with surrounding properties. In no event shall a two story structure contain less than 2,500 square feet of living area, of which at least 1,200 square feet shall be on the first floor; in no event shall a one and one-half story structure contain less than 2200 square feet of living area, of which at least 1,200 square feet shall be on the first floor; in no event shall a one-story structure contain less than 2000 square feet of living area. Garage and basements shall not be construed as living area. Basement area shall be considered any area which has one or more exterior walls three feet below the finished grade. In the event of the failure of the purchaser or purchasers of lots in “The Highlands” of Hunt Valley to obtain the required prior written approval of plans, specifications and grading studies as established in this paragraph, said purchasers hereby agree, together with all other remedies as Developer, to reimburse the Developer or his personal representatives or assigns for all costs and expenses to which he may be put as a result of said failure, including, but not limited to, Court costs, and Attorney’s fees.



3. The approval thus considered shall not amount to an approval of the location of the structure on the lot in violation of any of the restrictions set forth in this Declaration, or in violation of any law, rule or regulation of Baltimore County or State of Maryland zoning, building or health agencies. In no event and in no manner whatsoever shall any approval of any plans and/or specifications by the Developer, its personal representatives or assigns be construed to make them liable or responsible in any manner to anyone if said architectural and development plans, location and grading plans violate any building code, law or regulations of Baltimore County or the State of Maryland, or of any of their agencies, for it shall be exclusive responsibility of the owners of the respective lots and/or of the builder of the structure thereon to make certain that said plans and specifications do not violate said building codes, laws and regulations.
4. Appropriate sedimentation control must be maintained during construction of residential homes in order to protect the golf course.

#### **Vehicles and Outbuildings**

5. No trailers, recreational vehicles, boats or other large equipment may be maintained on any lot at any time unless properly housed in an appropriate structure, which has been approved by the Developer, as to appearance and location on the lot, prior to erection of the same. No outbuildings of any sort will be permitted except by prior written approval of the Developer. No structures, basements or garages may be used as a residence, either temporarily or permanently and all dwellings shall be completed in every exterior detail within twelve months (12) from the date of beginning such construction.

#### **Utilities and Easements**

6. Developer further reserves unto itself, its personal representatives and assigns, the right to grant an easement, right-of-way, license or licenses to any persons, individuals, body corporate or municipality to install and maintain utility and power lines, with appurtenances necessary thereto, for public utilities, or quasi-public utilities, including the installation of water irrigation lines for the adjacent golf course areas, or to grant such other licenses or permits as may be deemed necessary for the improvement of said development in, over, through, upon and across any and all of the streets, and in, over, through, upon and

across each and every lot in the easement areas shown on the plats aforesaid, and, further, Developer reserves unto itself, its personal representatives and assigns, drainage easements as shown on the aforesaid Plats.

Further, the Developer reserves the right to grant temporary access to any and all unsold lots having fairway frontage for the sole and express purpose of allowing media coverage of certain golfing events. Said access shall be at the total responsibility and expense of Hunt Valley Golf Club and shall thereby be responsible for any and all damage to any personal property resulting therein. The Developer further reserves unto itself, its personal representatives and assigns, the right to dedicate any and all of said roads. Further, the Developer has created a scenic landscape easement twenty-five feet in width on the northerly side of Highland Ridge Drive extending from Phoenix Road to the easterly boundary of Lot. #2. Said easement shall be for the sole and express use of the Hunt Valley Golf Club and shall be landscaped and maintained in a proper manner.

7. All of the golf course areas surrounding the development area including the golf cart paths and easement areas between lots 2 and 3, 15 and 16, 31 and 32, 48 and 49, 66, 67 and 68 and 76 and 77, are private property and subject to the applicable "No Trespassing" statutes and as such are restricted in use to the members and guests of the Hunt Valley Golf Club, who are "in play" on said golf course. In addition, said golf cart paths and easements are to be used for the ingress and egress of maintenance vehicles in connection with said golf course. Said easements and golf cart paths are to be kept in good repair by the Hunt Valley Golf Club.

The use of motorized or non-motorized vehicles (excepting golf carts as hereinafter specified in covenant #8) is prohibited and violators will be prosecuted under the law.

8. Privately owned golf carts will be allowed on the golf course areas during the play of said golf course by members or guests of the Hunt Valley Golf Club subject to: (1) a service charge, and (2) under the direction of said Club. Under no circumstances shall a minor under the age of 14 years be allowed to operate a privately owned golf cart without the supervision of an adult.

## Nuisance and Activities

9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Before, as well as after, construction of a dwelling, the owner shall maintain the lot in a reasonable manner, such as mowing, removing fallen branches, trees, and other debris of any kind or same may be accomplished by the Developer at Buyer's expense.

## Animals

10. No live poultry, hogs, cattle, horses, ponies, or other livestock shall be kept on any lot, except a maximum of two dogs and two cats are permitted, provided they are properly housed on the property.

## Exterior Maintenance and Storage

11. The owner of each lot shall be responsible for complying with the Health Department Regulations of Baltimore County and/or State of Maryland in regard to well and septic systems on their property.
12. The owner of each lot shall be responsible for providing driveway access to their dwelling from the paved portion of the County road 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, and shall be completed within six (6) months of completion of residence.



*Ranch-style Fence*



*Picket Fence*



*Split-rail Fence*

13. Ranch, picket or split-rail type wooden fences not in excess of four feet in height will be permitted, with the prior approval of the Developer. Chain-link or other metal type fences are prohibited without prior specific written approval, which approval will only be given in special cases and circumstances as the Developer recognizes certain recreational areas must be fenced for practical reasons,

such as tennis courts; others because of County regulations, such as swimming pools. Accordingly, Developer will entertain requests for a variance of the above restriction as to fencing, provided the request for approval is accompanied by all necessary information to permit an intelligent appraisal, such as, but not limited to, the exact area to be enclosed, the contemplated special use thereof, the landscape screening to be provided, and a full description and specifications of the contemplated enclosure, together with such other Information Developer may request.

14. Aluminum awnings of any kind shall not be permitted.
15. No building lot shall be used for any commercial purposes.
16. All garages or parking enclosures must be entered from side or rear of dwelling.
17. All outside laundry drying, refuse storage, and lawn maintenance equipment storage areas shall be appropriately screened or landscaped so as to preserve the scenic beauty and integrity of both the development and the golf course play areas.
18. Parged block may not be exposed to view unless appropriately finished as approved by the Developer. All veneers must be carried to grade.
19. All asphalt shingle roofs must be at least 300#/100 S.F.
20. No through roof vents may be visible from front elevation.

## Approvals

21. Any time after twenty-five (25) or more lots have been sold and deeds recorded, Developer may renounce its right to approve plans and specifications and delegate said right to a committee of three (3) owners of record residing in the development, which delegation shall be accomplished by a written instrument signed by Developer and accepted by the appointees, which instrument shall be recorded in the Land Records of Baltimore County. Such designated owners shall serve until a majority of owners of record act in accordance with the following paragraph. Should the Developer, its personal representatives or assigns refuse to act or fail to appoint a committee, then the majority of the owners of record of the fee simple and lease-hold property (excluding mortgagees and owners of reversion-

any interests) shall have the right and power, by a written instrument recorded among the Land Records of Baltimore County, to appoint a committee of three (3) persons to approve or disapprove said plans and specifications, and to set forth in said written instrument the duties and authority of said committee and the manner in which it shall act and how members of said committee can be changed.

22. Subject to the provisions of Paragraph 22 hereof, any and all of the rights and powers including discretionary powers and rights herein reserved by or conferred upon Developer may be assigned or transferred by it, its personal representatives or assigns, to anyone or more corporations or associations agreeing to accept same, provided that such assignment or transfer be evidenced by an appropriate written instrument recorded among the Land Records of Baltimore County, and from the time of such recordation only, such assignee or assignees shall have the right and authority to exercise and perform all the powers and duties reserved by or conferred upon Developer by this Declaration.

23. For all "Panhandle" lots, it shall be the Developer's responsibility to provide a 10 foot wide, paved drive from the public road to the termination of the panhandle at the interior lot line. Where two or more "panhandles" are adjacent, and subject to the approval of Baltimore County governmental authorities, one 12 foot wide drive will be constructed along the center of the panhandle strips for the joint use of the following lots whose owners shall have equal rights and privileges for the use of same.

Lots 20 and 21 in common

Lots 53 and 54 in common

Lots 69, 70 and 71 in common

The owner of each of these lots, except for lots 69, 70 and 71, shall likewise share equally all costs and maintenance of this common use drive. The cost of the maintenance on the common use drive for lots 69, 70 and 71 shall be shared in the following manner. Lot 69 will pay 30%, lot 70 will pay 36% and lot 71 will pay 34% of the cost of maintenance of the common drive.

24. Developer further reserves unto itself, its personal representatives and assigns:

- (a) The title in fee simple to the beds of all streets or public highways as shown on the aforesaid Plat.
- (b) The right, at or after the time of grading any street, or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street, without any obligation or duty to so grade or maintain any slope thereon.
- (c) Developer reserves the right to adjust lot lines on lots still owned by the Developer.
- (d) The right to waive such portion of the protective covenants placed on this development as he deems necessary or desirable in the best interests of the development.

#### **Enforcement of Covenants**

25. Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant, and it shall be lawful for any person or persons owning any part of this tract to prosecute such proceedings. Invalidation of any one of these covenants by judgment or Court order shall in no way effect any other provisions which shall remain in full force and effect.

26. Any failure by any party entitled to enforce any of the covenants, restrictions, conditions, reservations, and agreements 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.

27. These covenants are to run with the land and shall be binding on the Developer and all persons claiming by, through or under him for a period of twenty (20) years from the date of recording, after which they shall be automatically extended for successive periods of ten years (10) years, unless an instrument, signed by more than fifty percent (50%) of the then owners of the lots (not including mortgagees or ground rent owners), has been recorded agreeing to change said covenants in whole or in part.