

LOCH RAVEN VILLAGE RESTRICTIONS
(As modified February 15, 1975)

EDITOR'S NOTE: The following restrictions (contained in the leases covering the homes in Loch Raven Village located east and west of Loch Raven Blvd., south of Loch Ness Road and east of Pleasant Plains Road), with slight variation in wording, but to all intents and purposes identical, apply to most homes in Loch Raven Village. Some homes in the Village must retain their slate roof. Others, as in this example, are permitted shingles as specified. For an example of the covenants that apply to homes that must retain a slate roof, see the unmodified restrictions below.

1. The land shown on the above-mentioned plat shall be used for residential purposes only, and no structure of any kind whatsoever shall be erected or maintained on any of the lots on said plat except dwellings for not more than two families, not exceeding two and one-half stories in height, and a one or two car private garage. The exterior walls of the dwelling and of the one or two car garage, if and when a garage is erected, shall be constructed of red brick, the roof of said dwelling and/or garage shall be a gabled slate roof, and all exterior wood trim shall be painted white.

(b) No provisions contained herein shall operate to exclude or prevent physicians or dentists from practicing their professions on said property.

(c) In the event that a lot owner shall be required for any reason whatsoever, to replace the entire roof of the improvements erected on his, her or their lot, said owner or owners shall have the option at his, her or their discretions to install a roof of material other than slate provided that the roofing material used and the installation thereof is in strict accordance with the following specifications:

ROOFING SPECIFICATIONS

1.0 1. No roof on any improvements erected on a lot situate in the Subdivision commonly known as "Loch Raven Village" covered by these covenants and restrictions shall be of a material other than slate unless a roof of other roofing material is installed in strict compliance with these specifications.

1.02. These specifications shall be attached to and be made a part of any contract for such installation.

1.03. The existing slate roof, flashing, valleys (if applicable), snow guards and underlayment shall be completely removed and all material so removed shall be hauled from the job location by the Contractor. Roof deck shall be cleared of all protruding nails. Any slate removed from an adjacent roof during installation shall be replaced in a workmanlike manner. Any slate from an adjacent roof, damaged during installation, shall be replaced with slate of like quality. If necessary to remove any slate from an adjacent roof during the course of installation, prior consent of the adjacent property owner must be obtained.

1.04. New flashing and, if applicable, valleys shall be of 16 oz. copper, 18" minimum width and not to exceed 8' in length. Fifteen (15) pound minimum saturated felt shall be installed if roof deck is plywood; thirty (30) pound minimum saturated felt shall be installed if roof deck is other than plywood. No. 11 galvanized nails to be used, length to be determined by type of sheathing.

1.05. At common roof intersections, an inverted tee member of 16 oz. copper or .025 aluminum shall be installed to extend from ridge to eaves; said inverted tee member shall have a minimum width of eight (8) inches and a one (1) inch high projection along center line (see detail "A"). All seams shall be lapped a minimum of three (3) inches and no seam shall be closer than one (1) foot from ridge.

1.06. The metal inverted tee member shall be nailed (copper nails on copper tee or aluminum nails on aluminum tee) every three (3) inches on center and shall be coated with flash tile cement. (See Detail "B").

1.07. Roofing material shall be black asphalt or asbestos composition shingle, U/L Class "A" Safety Rated and Wind Resistant labeled, five (5) inch exposure, two or three tab, equal to Philip Carey, G.A.F. or Certain-Teed with a minimum warranty of twenty-five (25) years.

1.08. Contractor shall furnish property owner with a copy of the Manufacturer's Standard Specifications and said specifications, except such as may be inconsistent with these specifications, will be incorporated by reference into these specifications.

1.09. New metal snow guards, similar to those removed, shall be installed on both slopes.

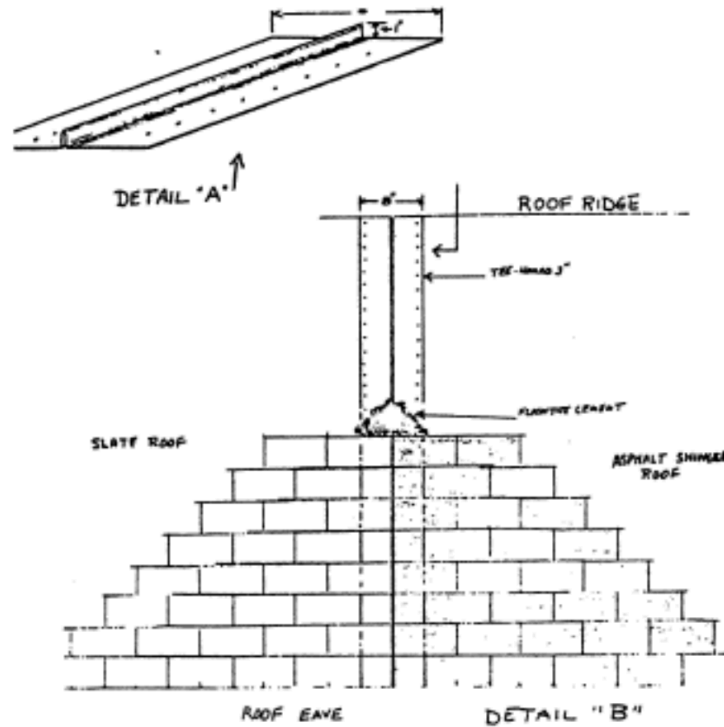
1.10. Installation is to be guaranteed against all leaks for a minimum period of two (2) years.

1.11. Contractor shall secure all necessary permits and consents and all work shall be performed in a workmanlike manner.

1.12. In the event property owner desires to install asphalt shingle roof over bay window, the installation shall be done in conformity with the applicable portions of these specifications.

1.13. Reproduction of these specifications without the entire text of this agreement of which they are a part, shall contain the following statement in capital letters:

WARNING: INSTALLATION OF A ROOF OTHER THAN SLATE EXCEPT IN STRICT CONFORMITY WITH THESE SPECIFICATIONS MAY RESULT IN LEGAL PROCEEDINGS TO ENFORCE COMPLIANCE.



2. 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.

3. No building shall be erected, placed or altered on any lot on said plat until the building plans, specifications and plat plan showing the location of such building have been approved in writing by a majority of a *committee composed of James Dorment, William A. Hahn and M. William Adelson*, or their authorized representatives, (President, Chairman of Restriction Committee, and attorney of Associates of Loch Raven Village, Inc., named as representatives), for conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation. In the case of the death of any member or members, of said committee, the surviving member or members shall have authority to approve or disapprove such location or design. If the aforesaid committee, or their authorized representatives fail to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Such committee, or their authorized representatives shall act without compensation, and shall act and serve for a period of five years from the date hereof, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing, duly recorded among the Land Records of Baltimore County, their authorized representatives or representative, who thereafter shall have all of the powers, subject to the same limitations as were previously delegated therein to the aforesaid committee.

4. No building shall be located on any lot on said plat nearer to the front lot line, nearer to the side street line than the building set back lines as shown on said plat, except bay windows, open porches and steps.

5. No residential structure shall be erected or placed on any lot which has an area of less than 1800 square feet or a width of less than twenty feet at the front building setback line.

6. The ground floor area of the main two or two and one-half story structures exclusive of one-story open porches and garages, shall be not less than 600 square feet.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or maintained on said lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. Reserves bed of streets and alley in Grantor.

9. Reserves right to grant license for utilities for lines, etc.

10. These covenants are to run with the land and shall be binding on all the parties, and all persons claiming under them until February 15, 1995, at which time the covenants shall be automatically extended for successive periods of ten years unless by a

11. If the parties hereto, or any of them, or their personal representatives, heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in this tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Invalidation of any of these covenants by judgment or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

It is the third restriction that causes most of the difficulties. By this restriction no property owner may make any alteration to his home until he has submitted the plans to the committee mentioned and secured the approval of the committee. Approval of plans and the securing of a building permit from Baltimore County do not entitle a homeowner to make an exterior alteration or addition free of the restrictions. He must also secure the approval of the Committee; if this approval is not secured, any property owner can, by appropriate legal action, timely taken, invoke the terms of the restrictions.

The committee can be contacted by writing to:

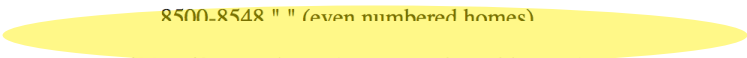
ASSOCIATES OF LOCH RAVEN VILLAGE, INC.
P.O. BOX 9721
LOCH RAVEN, MD 21284

LOCH RAVEN VILLAGE RESTRICTIONS
(Unmodified)

The following homes are required to maintain a slate roof, and are still covered by the terms of the original covenants placed on them at the time of their construction. A generically worded, original covenant, with text that varies among the various leaseholds italicized, is included below. The homes listed below are still covered by the original covenants because the then-owners of a majority of the homes in these leaseholds failed to agree to the revised covenant offered in 1979 that, among other things, permitted asphalt shingle roofs.

8100-8140 Pleasant Plains (even numbered homes)
8501-8509 " " (odd numbered homes)
8536-8546 " " (even numbered homes)
8600-8620 " " (even numbered homes)
1501-1561 Dellsway (odd numbered homes)
1500-1584 " " (even numbered homes)
8601-8621 Drumwood (odd numbered homes)
8501-8533 " "

Missing information



8500-8548 " " (even numbered homes)
1500-1584 Doxbury (even numbered homes)
1501-1589 " " (odd numbered homes)
1500-1556 Putty Hill (even numbered homes)
1601-1613 Cottage Lane (odd numbered homes)
8110-8150 Loch Raven Boulevard (even numbered homes)
1613-1623 Feldbrook (odd numbered homes)
8101-8137 Kirkwall Court (odd numbered homes)

The land shown on the above mentioned plat shall be used for **residential purposes only**, and no structure of any kind whatsoever shall be erected or maintained on any of the lots on said plat except dwellings for **not more than two families**, not exceeding two and one-half stories in height, and one or two car private garage with red brick exterior walls and gabled slate roof. No provisions contained herein shall operate to exclude or prevent physicians or dentists from practicing their professions on said property.

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 any annoyance or nuisance to the neighborhood.

No building shall be erected, placed or altered on any lot on said plat **until the building plans**, specifications and plot plan showing the location of such building **have been approved in writing by a majority of a committee**[*] composed of *James Dorment, William A. Hahn, and M. William Adelson*, or their authorized representatives, **for conformity and harmony of external design with existing structures in the development**, and as to location of the building with respect to topography and finished ground elevation. In the case of the death of any member, or members, of said committee, the surviving members or member, shall have authority to approve or disapprove such location or design. If the aforesaid committee, or their authorized representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. committee, or their authorized representatives, shall act without compensation, and shall act and serve for a period of five (5) years from the date hereof, at which time the then

record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing, duly recorded among the Land Records of Baltimore County, their authorized representative or representatives, who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

[* Robert A. Waidner, the sole surviving member of the committee charged with the responsibility of approving or disapproving exterior alterations to the homes in Loch Raven Village (as specified in the Covenant Building Restrictions), on August 21, 1974 appointed the President of the Associates of Loch Raven Village, Inc. (ALRV) the chairman of the ALRV Building Restrictions Committee and the attorney of the ALRV as his authorized representatives in regard to the duties of the committee.]

No building shall be located on any lot on said plat nearer to the front lot line or nearer to the side street line than the building setback lines as shown on said plat, except bay windows, open porches and steps.

No residential structure shall be erected or placed on any lot which has an area of less than 2000 square feet or a width of less than 20 feet at the front building setback line.

The ground floor area of the main two or two and one-half story structure exclusive of one-story porches and garages, shall be not less than 600 square feet.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected or maintained on said lots shall at any time be used as a residence, temporarily or permanently nor shall any structure of a temporary character be used as a residence.

The said *grantor* hereby expressly reserves unto itself, its successors and assigns, the bed in fee of all streets, avenues or public highways shown on the said plat, and further reserves unto itself, its successors and assigns, the right to relocate, change or modify from time to time, within the discretion herein reserved, all streets, avenues, alleys, or public highways shown on said plat. Reference to streets, avenues, alleys, or public highways is for purpose of description only and not dedication. In addition, the said *grantor* expressly reserves the right at or after the time of grading of any street, or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street, but the said *grantor* shall not be under any obligation or duty to do such grading or to maintain any slope.

The said *grantor* hereby expressly reserves unto itself, its successors and assigns, the right to grant a license or licenses to any person, firm or corporation (private or municipal) to erect telephone, electric light or other poles to support wires thereupon, to dig and lay sanitary sewer stormwater, gas, water, telephone, electric or other pipes, mains or conduits, or to grant such other licenses or permits as may be deemed necessary for the improvements of the subdivision, in, over, through, upon and across any and all of the roads, streets, and ways and *easement reservations* shown on said plat, and the rear *ten* feet of each lot on said plat, *wherein an easement for any of the foregoing purposes is hereby expressly reserved unto the said grantor.*

These covenants are to run with the land and shall be binding on all the parties, and all persons claiming under them, until *February 15, 1975*, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the *then owners of the* lots it is agreed to change the said covenants in whole or in part.

If the parties hereto, or any of them, or their personal representatives, heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, **it shall be lawful for any person or persons owning any real property situated in this tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant,** and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgement or decree shall in no wise affect any of the *other* provisions which shall remain in full force and effect.

The provisions herein contained shall run with and bind the lots on the above mentioned plat, and shall inure to the benefit of and be enforceable by the said *grantor* and also by any subsequent owner of any lot on said plat, their heirs, personal representatives, successors, and assigns, and **failure by the said grantor, or by any lot owner 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.**

Any or all of the rights, titles, easements, and estates given to, or reserved by the said *grantor* in this *deed* may be assigned in whole or in part to one or more corporations or associations, and likewise all of the powers (including discretionary powers), duties and obligations given to, assumed by or imposed by the said *grantor* by this *deed* may be assigned and transferred to *any* one or more corporations agreeing to assume, exercise carry out and perform the same. Any such assignment or transfers shall be made by appropriate instrument in writing, in which the assignee

or transferee shall join for the purpose of evidencing its consent to the acceptance and assumption of such powers, duties and obligations, and such assignee or transferee shall thereupon have the same powers and be subject to the duties and obligations as are herein given to, or assumed by, or imposed upon the said *grantor*, the said *grantor* thereupon being released therefrom.

It is the third restriction that causes most of the difficulties. By this restriction no property owner may make any alteration to his home until he has submitted the plans to the committee mentioned and secured the approval of the committee. Approval of plans and the securing of a building permit from Baltimore County do not entitle a homeowner to make an exterior alteration or addition free of the restrictions. He must also secure the approval of the Committee; if this approval is not secured, any property owner can, by appropriate legal action, timely taken, invoke the terms of the restrictions.

Thus, **all requests for exterior alterations** to Village homes **must**, in accordance with the Covenant Building Restrictions, **be directed to the ALRV**. Any exterior alterations performed without the approval of the ALRV's building restrictions committee is a violation of the Restrictive Covenants, and the Covenants will be enforced. All plans must be submitted for approval, in writing, with accompanying drawings to the attention of the

Building Restrictions Committee
Associates of Loch Raven Village, Inc.
P.O. Box 9721
Loch Raven, Maryland, 21284-1221

If approval is not attained, any Loch Raven Village property owner can, by appropriate legal action, timely taken, invoke the terms of our restrictive covenants.