

Otterbein Covenants-Background

The Otterbein Covenants and Exterior Design Standards are included in the City's Plats of the Inner Harbor West Residential Plan - Otterbein Project Subdivision. Otterbein properties, homesteads and new development properties within the following boundaries are subject to both the Otterbein Covenants and the Exterior Design Standards: the south side of Barre Street on the north, the west side of Hanover Street on the east, the east side of Sharp Street on the west and the south side of Hill Street on the south (both the 100 and 200 blocks).

For further information regarding exterior design changes, contact the Chair of the Otterbein Community Association Architectural Review Committee. For information about park maintenance fees, contact the Treasurer of the OCA. The following Covenants appear in the deed to the property 119 West Hill Street, also known as the Fostel deed. This deed, or a substantially similar one for 137 Welcome Alley, are referenced in all property deeds in the Otterbein Area.

The Covenants

It is understood and agreed that the conveyance of the property hereinbefore described is made and accepted, and the realty is granted on and subject to the following covenants, conditions, restrictions and reservations:

- (a) The realty in the Otterbein Project, both the land and the improvements thereon, is restricted to residential, non-commercial and non-industrial uses only, except as hereinafter expressly provided.
- (b) The residential improvements granted are restricted to use as a single-family dwelling containing no more than one household, unless multi-family dwelling units have been designated and approved therefor by the Department of Housing and Community Development (hereinafter called "Department") in which case multifamily dwelling units, not to exceed the maximum number designated and approved therefor by the Department may be permitted.
- (c) The above provisions notwithstanding, nothing herein contained shall prohibit any resident family member from practicing, for profit or otherwise, any of the arts (which shall include but not be limited to: ceramics, music, painting, photography, sculpture and the like), any handicraft or homecraft (which shall include but not be limited to: embroidery, weaving, sewing, woodworking, carving, candle making, and the like) or any profession (which shall include, but not be limited to: accounting, architecture, dentistry, law, medicine, the ministry, psychiatry and the like), provided that such activity does not involve the regular employment, with or without a salary, of more than one secretary, assistant or helper who is not a resident family member, and provided further that such activity does not involve offensive, disagreeable or other noxious sounds, noises, odors or smells, or any unusual congestion of clients, patients, patrons or customers outside the residential improvements hereby granted, detrimental to the peaceful use and quiet enjoyment of the other residential properties in its vicinity.
- (d) All buildings, structures and other improvements upon the realty hereby granted shall be kept, maintained and preserved in conformity with the architectural drawings, plans and specifications heretofore approved therefor by the Department or its authorized representative.
- (e) Any and all additions, alterations or other charges (sic) to the buildings, structures and other improvements upon the realty hereby granted affecting the exterior appearance thereof shall be subject to the prior written approval of the Department or its authorized representative.

(f) No building, structure or other improvement upon the realty hereby granted shall be demolished, razed, torn down or removed unless rebuilt and replaced within eighteen (18) months thereafter for the same use, and in substantially the same form and design, or in a form and design compatible with other improvements existing at the time within the Otterbein Homestead Area of Baltimore City, more particularly described below.

(g) Any and all new buildings, structures and other improvements, and any and all replacement buildings, structures and other improvements, shall be subject to prior written approval of the Department or its authorized representative.

(h) The land, exclusive of any building, structure or other change, hereby granted, shall not be subject to subdivision for any purpose of transferring, conveying, granting, selling or leasing any interest in any part or parcel, other than the whole, thereof, except those lots which have been or are to be sold for development of multiple dwellings pursuant to Disposition Agreement between the City and other Developers, provide, however, that nothing herein contained shall prohibit owners of adjacent and adjoining lands from adjusting the boundary lines between their respective properties or from conveying from one to the other special easements, uses ways, exits, entrances and the like.

(i) Any tool shed outbuildings, or shacks shall be subject to the prior written approval of the Department or its authorized representative.

No permanent clothesline structure or similar fixture in pipe, rail, wooden pole or planking, with or without wires, ropes or lines shall be placed, constructed, erected, kept or maintained on any part or parcel of the land hereby granted.

(k) No four-wheeled personal or recreational vehicles, trailers, or camper bodies or any portion thereof, nor any boat or permanently erected tent shall be placed or stored on any part or parcel of the land hereby granted, except as approved by the Department.

(l) All waste, garbage, trash, debris and refuse deposited, placed and held outside the residential structure hereby granted upon any part or parcel of the land hereby granted shall be deposited, placed and held only in closed containers of such design, construction, quality and condition as to prevent any escape therefrom, any emission of offensive, disagreeable or noxious odors and smells, any attraction to or enticement of vermin and pests, and any hazard to health and safety.

(m) No part or parcel of the land hereby granted shall be fenced, walled or otherwise enclosed except in such manner and out of such materials as in conformity with plans approved by the Department or its authorized representative. No signs, billboards, or advertising devices of any kind shall be placed, installed or affixed upon the realty hereby granted, provided that nothing herein contained shall prohibit the placing, installation or affixing, in the immediate vicinity of an entrance to the residential structure hereby granted, of a name plate, not to exceed twelve inches (12') in length and six inches (6") in height, setting forth in plain and simple lettering the name of any current resident or residents, with or without professional, trade or vocational designations, and no more.

(o) All house pets kept within, upon or about the realty to be granted shall be kept in humane manner, without health or safety hazard and without nuisance.

(p) The purpose of the covenants, conditions, restrictions, and reservations aforesaid are : to conserve, preserve and maintain the unique and historic character of the Otterbein Homestead Area of Baltimore City, a part of said City's Inner Harbor West Renewal Project, which area is more particularly described as that area bounded by Barre Street on the north, Hanover Street on the east, Hughes Street on the south and Sharp Street on the west. To insure the use of the realty hereby granted for attractive residential purposes only; to prevent impairment of the attractiveness and historicity of the realty hereby granted; to prevent nuisances; and to prevent neglect, abandonment and dereliction of realty located in the area thereby securing to each -owner and

occupant of realty located in the area the full benefit and enjoyment of his or her realty with no greater restriction on the free and undisturbed use of his or her realty than is necessary to insure the same advantages to the other owners and occupants of realties located in the Area and creating a viable residential community in the downtown area of Baltimore City with sufficient tax basis to provide the Mayor and City Council thereof with adequate and appropriate resources for the furnishing of their essential public services; accordingly, the covenants, conditions, restrictions and reservations aforesaid are made for the mutual, individual, joint and several benefits of all the real properties located in the Otterbein Homestead Area, more particularly described above, including those retained by Grantor, those granted to Grantees (hereinafter referred to as the "servient real property") and all others owned and occupied in the Area.

(q) Each covenant, condition, restriction and reservation aforesaid shall apply to and run with the realty hereby granted on the servient real property for a period of twenty (20) years, starting with the date of this deed, together with any and all successive extension periods as may be effected in accordance with Section (r) hereof.

(r) The covenants, conditions, restrictions and reservations aforesaid may be extended, beyond the period of twenty (20) years from the date hereof, in whole or part, for successive periods of ten (10) years each by majority vote of all the owners of real properties located in the Otterbein Homestead Area, more particularly described above, provided the sum total of all the real properties there located represented by the affirmative votes of their owners have an assessed valuation of at least fifty per cent (50%) of the sum total of all the real properties there located; such owners may effect such an extension by executing and acknowledging an appropriate agreement or certificate to such effect and filing the same for record in the Land Records Office of Baltimore City, State of Maryland, at least six (6) months prior to the expiration of the covenants, conditions, restrictions and reservations sought to be renewed; and filing of such instruments shall be effective to renew any and all covenants, restrictions and reservations contained herein, or portions thereof, which may be so specified in such instrument, and to remove any of the covenants, conditions, restrictions and reservations not so specified. [Note: Covenants were renewed for 10 years on April 8, 1998; liber 7285, pages 051 through 061 as recorded in the land records of Baltimore City.]

(s) It is expressly understood and agreed that it shall be lawful not only for Grantor, its heirs, successors and assigns, but also for the owner or owners of any real properties located within the Otterbein Homestead Area, more particularly described above, deriving title through grant by Grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any of the covenants, conditions, restrictions and reservations aforesaid.

(t) It is expressly understood and agreed that the City and the Otterbein Community Association, Inc. shall have the right to institute and prosecute any proceedings at law or in equity against person or persons violating or threatening to violate any of the covenants, conditions, restrictions and reservations aforesaid provided said Association remains a non-profit corporation, and provided further that the articles of incorporation of said Association shall specify, among the purposes and duties of said Association, the enforcement of all the covenants, conditions, restrictions and reservations afore-said.

(u) It is expressly understood and agreed that any owner or owners of any real property located within the Otterbein Homestead Area, more particularly described above, deriving title from or through grant by Grantor, may convey any and all of his, her or their right to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any of the covenants, conditions, restrictions and reservations aforesaid to the Otterbein Community Association, Inc. provided said Association remains a nonprofit corporation, and provided further that the

articles of incorporation of said Association shall specify, among the purposes and duties of said Association, the enforcement of all the covenants, conditions, restrictions and reservations aforesaid.

(v) It is expressly understood and agreed that if any covenant, condition, restriction or reservation aforesaid, or any portion thereof, be or become invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, restriction or reservation, or any other portion thereof.

(w) The parties of the second part, his, her, their heirs, and assigns shall be liable annually for the proportionate amount hereinafter set forth for the cost of maintenance of the common areas of the Otterbein Project (hereinafter called "Maintenance Charge") to include the fertilizing, pruning and watering of all trees, shrubbery and ground cover of any kind of material to assure their continued growth; grass cutting, maintaining all trees, shrubbery, ground cover, and equipment installed upon the common area if any, in a neat, clean, orderly, sanitary and safe condition; removal of refuse, rubbish, snow and ice from walkways in the common area as shown on the Plat recorded with the Lease and Maintenance Agreement between the Mayor and City Council of Baltimore and the Otterbein Community Association, Inc. The Obligation to maintain the common areas in the Otterbein Project and the right to collect maintenance charges from all Otterbein Project land owners has been granted to the Association under the terms of said Lease and Maintenance Agreement which is to be executed and recorded among the Land Records of Baltimore City. [Liber 3884, page 859 through Liber 3884, page 864, dated February 6, 1980] The maintenance charges collected shall be known as the Otterbein Maintenance Fund. No maintenance charge collected shall be used for the employment of personnel and or administration, other than ancillary postage and stationery necessary for billing and collection purposes. Reversionary title to all of the said common areas as shown on the Plat filed with the aforesaid Maintenance Agreement is retained by the Mayor and City Council of Baltimore. The "proportionate amount" shall be the product determined by multiplying the total Annual Maintenance Cost by a fraction, the numerator of which shall be the number of dwelling units located or to be located or to be constructed in the lot conveyed and the denominator shall be 178, which is the total number of dwellings existing or to be constructed in the Otterbein Project- An annual bill shall be submitted by the Association to the said parties of the second part, his her, (sic) their heirs and assigns at the beginning of each fiscal year of the Association, now July 1st, and shall be paid to the Association in advance in equal quarterly payments; the first quarterly payment shall be due and payable July 1st, of that year, or within ten (10) days after the mailing of such bill by the Association to the last known address for said party as shown on the Association records and to be paid to the Association in advance for each quarter thereafter. Notwithstanding anything to the contrary herein, it is agreed by the parties hereto that the Association shall have the power to charge for a proportionate part of a year or after July lot of any year. If a deficit occurs in the Otterbein Maintenance (sic) fund in any year, said deficit may be made up from the Fund collected during succeeding years. Thereafter, payments shall be made as heretofore set forth. Billing for maintenance charges for the first year shall be on an estimated basis with proper adjustments against actual proportional amounts being allowed in future billing. The Association may adjust the annual charge from year to year as the need of the common area, in its judgment, requires.

(y) If the owner of any part of land in the Otterbein Project shall fail to pay when due for any charge for said common areas, as heretofore set forth, the Grantor shall have the right to collect same and enforce this covenant after assignment of said delinquent account to the Grantor by the Association. It is expressly agreed that the said maintenance charges for the common area shall be a lien or an encumbrance on the

land with respect to which said charges are made, and it is expressly stated that by the acceptance of title to any of the land included in said Otterbein Project, the owner (not including thereby a mortgagee) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Association all charges provided for aforesaid, due and unpaid at the time of his acquiring title in respect of the land so acquired and all such charges thereof falling due as long as he, she or they shall hold title, without the right in any event to reimbursement for charges that he may pay in advance; a certificate in writing signed by an officer of the Association shall be given on demand for any owner liable for said charges, setting forth the status of such owner and of the land in reference to which the inquiry is made, with respect to such charges; such certificate in favor of anyone relying thereon to his damage shall be binding on the Association. By his acceptance of title, each owner shall be held to vest in the party of the first part subject to the assignment aforesaid, the right and power, in its own name, to take and prosecute all actions or suits, legal, equitable or otherwise, which may in the opinion of the party of the first part be necessary and advisable for the collection of such charges. Any maintenance charges collected by the party of the first part shall be paid back to the Association, less the cost of collecting such charges. Said charges at the discretion of and with the consent in writing of the Association, signed by the President or Vice President and upon such conditions as it may impose may be made subject to the lien of any mortgage on any part of said tract, provided that such subordination shall apply only to the charges that shall become payable prior to the passing of title under the foreclosure of such mortgage, and nothing herein or in consent to subordination given by the Association shall be held to affect rights herein given to enforce the collections of such charges accruing after sale under foreclosure of such mortgage. [Maintenance Agreement modification dated Jun 22, 1999, Liber 3884, folio 853: Late Fee Charge. The Otterbein Community Association may charge a late payment fee for Otterbein project land owners who do not pay the maintenance charges as outlined in section (w) of the Otterbein covenants in a timely fashion. The late fee will be determined as follows: Maintenance charges not paid within 60 days of the date of the annual bill will be subject to a late fee of \$10.00 or 10% of the maintenance charge billed for that year, whichever is higher, and such late fee will continue to accrue for each succeeding 60 day period of nonpayment up to a maximum of 50% of the amount billed for that year.] The provisions herein contained shall run with and bind the land in the Otterbein Project and shall inure to the benefit of the party of the first part and the owner of any land included in the Otterbein Project, their heirs and assigns, and failure by the Association, or any landowner to enforce any restriction, condition, covenant or agreement herein shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequently thereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and all covenants and obligations of plural parties hereto shall be joint and several.

Otterbein Exterior Design Standards

All reference in the following Standards to Federal Row, Greek Revival and period style, size or proportion shall be as generally defined on pages 16 and 17 of the Otterbein Homestead Area Guidelines for Exterior Restoration, prepared by Land Design/Research, Inc. for the City of Baltimore, March 1976, and as represented by unaltered features on buildings in the Otterbein Homestead Project Area.

A. Front Facade

1. Brick work shall be repaired, cleaned and repainted, and existing window, door and alleyway openings shall be retained or restored to period size and proportion.
2. Architectural appointments, including but not limited to lintels, sills, fascias, cornices, and eaves, shall be restored or duplicated to period style.
3. Front facades of adjoining buildings of similar architectural style as listed in Addendum A, shall have uniform roof materials in complementary colors.
4. Existing dormers and chimneys on the fronts shall be retained; repairs or reconstruction shall be to presently existing dimensions and planes.
5. Existing roof pitches are to be retained.
6. Period storefronts as listed in Addendum B may be retained and restored or the facades may be rebuilt to proportions of period residential style.
7. Adjoining houses of similar architectural style in continuous groups as listed in Addendum A must conform in shutter treatment if shutter are chosen, but shutters are not mandatory within a continuous group.

B. Side Facade

1. Corner units that face two streets shall retain existing compatible openings or introduce new openings that are compatible to and consistent with the existing front or entrance facade.
2. On units facing vehicular-pedestrian alleys, or public ways, it is permissible to retain existing openings or lack of openings: or to provide new openings that are compatible to and consistent with existing front openings.

C. Rear Facade

1. Existing additions may be retained or removed.
2. New additions or alterations shall be compatible with existing structure and rear facade in both material and scale, and shall provide a transition (as suggested on p. 31 of the Otterbein Homestead Area Guidelines for Exterior Restoration between original structure and new additions.
3. New additions or alterations shall not be located within three feet of a common property line without written approval of adjacent homesteader(s)/owner(s), to prevent intrusion upon adjacent natural light source.
4. Fences or yard enclosures shall be brick, stone, stuccoed masonry, wrought iron or wood.
5. Sheds, storage building, or other outbuildings in rear yard may be incorporated into fence structure using compatible materials, but not more than the height of the fence.

D. Walls/Brick

1. Existing brick surfaces on front facades shall be restored and preserved.
2. All surface coverings on front, including but not limited to "formstone" or stucco, shall be removed and underlying brick surfaces shall be repaired and preserved.
3. Side and rear facades shall be restored to original brick surfaces whenever reasonably, economically, and structurally possible.
4. Deteriorated or missing brickwork (including new front facades) shall be repaired to be inconspicuous and compatible with existing brickwork in size, texture, bond and color.

5. The preservation of raw brick surfaces shall be attained without the use of paint.

E. Windows

1. Window style on front facade of Federal Row (pitched roof) shall be 6 over 6 or 1 over 1 with horizontal and vertical mutton arrangement.
2. Window style on front facade of Greek Revival (flat roof) shall be 6 over 6, 2 over 2, or 1 over 1 with horizontal and vertical mutton arrangement.
3. Dormer windows on front facade shall conform to the style of lower floors.
4. All window casings, sash, and muttons shall be painted or vinyl clad wood.
5. Exterior storm windows on front facades shall not be permitted.
6. Exterior storm windows on other facades shall be painted or vinyl clad wood, or painted or anodized aluminum.
7. Infilling of window openings, beyond the dimensions stated in the graphic representation in Addendum C, to accommodate standard or stock window units shall not be permitted on front facades.
8. Infilling of window openings shall be permitted on other facades if the standard windows approximate the window opening size and proportion, except where side facades are to be treated as front facades.
9. Shutters shall be of louvered or paneled design, and painted wood construction and shall be one half the width of the opening and the same length as the opening.
10. Shutters on front facades may be installed on all floors or first floor only.
11. Wrought iron "burglar bars" shall be allowed.
12. Non-functional mullions on front facades are not permitted except for dual glazed windows. When dual glazed windows are used muttons and mullions must be fixed in place; i.e. not removable.
13. Windows on front facade shall be within the thickness of the brick wall.
14. 6/9 or 9/9 windows shall be permitted on first floor front facade to maintain similar light size as 6/6 windows on upper floors of front facade.
15. Awnings shall be prohibited on front facade.

F. Roof Area

1. Existing roof pitches, dormers and eaves on Federal Row units shall be retained; repaired or reconstruction shall be to presently existing dimensions and planes.
2. Fascias and cornices on Greek Revival units shall be retained, restored, or duplicated to period style.
4. Roof materials on the front roof slope of Federal Row units shall be standing-seam metal, dark shingles, slate, or fire rated cedar shakes.
5. All gutters shall be of half-round design; downspouts and leaders shall be of round ' design; and all shall be copper; aluminum or galvanized painted with dark colors-.
6. New additions and rear roof alterations shall not reduce the existing solar insolation striking the January 31st normal plane of the adjoining neighbors' roof without written Approval of adjacent neighbor.

G. Entrances

1. Doors on front facade shall be wood panel construction in period style.
2. Existing transoms, and other embellishments characteristic of period style shall be retained, restored or duplicated.
3. Shutters on the front facade shall be of louvered or paneled design, and painted

wood construction and shall be one half the width of the opening and the same length as the opening.

4. Stoop and step materials shall be stone, wood or brick.
5. Cheek walls on stoops and steps shall not be permitted.
6. Wrought iron railing shall be permitted if dark in color, and consistent with period style.
7. Exterior lighting of a design appropriate to the period style shall be above or flanking the front entrance.
8. Exterior storm doors on front facades shall not be permitted.
9. Existing alleyways shall be retained for a minimum of six feet back from front facade.
10. Hardware shall be brass or bronze finish or dark painted metal and consistent with period style.
11. Door shutters shall be used only on units without entrance casings. Railings shall not interfere with the apparent operation of the shutters.

H. Contemporary Conveniences

1. Window air conditioning units or condenser elements shall not be permitted on front facades.
2. Television and or radio antennas shall not be permitted where visible on front facades.
3. Utility vents and grills, water meters, and gas and electric meters shall not be visible on front facade.

Addendum A:

Front Facades of adjoining buildings of similar architectural style:

109 -- 111 W. Barre Street	102 – 104 W. Lee Street
113 -- 115 W. Barre -Street	106 – 110 W. Lee Street
131 -- 135 W. Barre Street	103 – 105 W. Lee Street
	113 – 115 W. Lee Street
111 -- 113 Welcome Alley	
115 -- 117 Welcome Alley	516 – 520 S. Hanover Street
119 – 123 Welcome Alley	526 – 530 S. Hanover Street
	706 – 708 S. Hanover Street
	710 – 712 S. Hanover Street
105 – 107 W. Hill Street	
109 – 111 W. Hill Street	
119 – 123 W. Hill Street	501 – 503 S. Sharp Street
137 – 139 W. Hill Street	519 -- 521 S. Sharp Street
	525 – 527 S. Sharp Street
	603 – 605 S. Sharp Street
	607 – 609 S. Sharp Street
	709 – 711 S. Sharp Street

Addendum B:

Period storefronts:

101 W. Hill Street	511 – S. Sharp Street
103 W. Hill Street	515 – S. Sharp Street

600 S. Hanover Street
602 S. Hanover Street
618 S. Hanover Street

523 – S. Sharp Street
531 – S. Sharp Street
605 – S. Sharp Street