

Circuit Court for Harford County
Case No. C-12-CV-24-000490

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 287

September Term, 2025

CRESCENT INVESTMENT GROUP

v.

THOMAS BURKE, ET AL.

Graeff,
Leahy,
Wright, Alexander Jr.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Graeff, J.

Filed: June 2, 2026

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for persuasive value only if the citation conforms to Md. Rule 1-104(a)(2)(B).

This is the second appeal involving real property in Harford County that Crescent Investment Group (“CIG” or “Crescent”), appellant, purchased in 2019 for use as a house of worship. In the previous appeal, this Court held that restrictive covenants established in 2005 encumbered CIG’s property and prevented its use as a house of worship. In that case, we affirmed the circuit court’s order requiring that CIG immediately cease any non-residential use of the property.

The present appeal arises from CIG’s continued use of the property as a house of worship after subdividing its property and filing of a termination of the restrictive covenants. The parties each filed motions for declaratory judgment regarding the enforceability of the termination. On April 2, 2025, after a hearing, the Circuit Court for Harford County issued summary judgment in favor of Thomas and Katherine Burke (the “Burkes”), appellees, and against CIG. It found that termination of the entire Declaration of restrictive covenants was invalid because it contravened the intent of the original Declaration to establish a residential use community.

On appeal, CIG presents the following question for this Court’s review, which we have rephrased,¹ as follows:

Did the circuit court err in granting summary judgment in favor of the Burkes and against CIG?

For the reasons set forth below, we shall affirm the judgment of the circuit court.

FACTUAL AND PROCEDURAL BACKGROUND

I.

History of the Property and First Appeal

In our opinion in the first appeal, *Crescent Investment Group, LLC v. Burke*, No. 6, Sept. Term, 2023, 2023 WL 2704112 (Md. App. Ct. Mar. 30, 2023) (“*Crescent I*”), we discussed the factual background regarding the property at issue, as follows:

Origins of the Declaration and Covenants

[Harold] Smith purchased the real property containing the CIG Parcel in 1974. In 1976, he bought the adjacent real property containing Lot 15, where

¹ CIG’s question presented was as follows:

Whether the circuit court erred in granting summary judgment to Appellees where:

- a. the court interpreted the restrictive covenants according to the court’s own erroneous conclusions about the purpose of the covenants generally; and/or,
- b. the court’s conclusions that the covenants were intended to preserve the residential nature of the lots cannot be reconciled with the covenants themselves, which state that they were intended to protect the “value and desirability of . . . the real property”; and/or,
- c. the court failed to give effect to the plain language of Article VII, Section 3, providing for “amendment or termination” or, at a minimum, erred in not construing any ambiguity in the language against the drafter; and/or,
- d. there was no evidence before the court to suggest that Appellant’s use of the property was diminishing or would the value and desirability of the property?

the Burkes now reside. Lot 15 borders the CIG Parcel. When Smith acquired the land, the CIG Parcel contained a 2.5-story farmhouse and additional “accessory structures” used for agriculture. The land is zoned “Rural Residential.”

In 1994, Smith began subdividing the land. In 1995, the Harford County Department of Planning and Zoning approved Smith’s plan for a “15[-]lot subdivision of rural residential lots, with single[-]family detached dwellings, and remaining lands.” By 1997, Smith filed with the County’s Land Record Department the final plat for the “Quail Creek Subdivision.”

Shortly after creating the subdivision, Smith contemplated encumbering Lots 1 through 15, but not the CIG Parcel, with restrictive covenants, but such an instrument was not executed and filed with Harford County at the time. On March 24, 2005, Smith drafted the Declaration containing the restrictive covenants governing use at issue in this case. He filed the Declaration with the County’s Land Records Department on April 8, 2005.

Covenant Provisions

* * *

Article III of the Declaration encompasses the covenants regarding use restrictions. . . . Section 1, . . . provides that “[n]o Lot shall be used for any purpose other than residential use,” excepting non-residential uses for activities related to the development and sale of the lot (the “Residential Use Restriction”).

Article VI, Section 1 provides the Declarant the power to adopt rules and regulations binding on each Lot owner pertaining to maintenance, use restrictions, and improvements. Article II requires all structural plans to be submitted to the Declarant for approval. Article VII’s General Provisions pertain to enforcing and amending the Declaration, endowing all owners and the Declarant with the right to the former, but requiring a super-majority of owners to achieve the latter, as well as recordation with Harford County.

Both the second and third paragraphs of the Declaration’s opening stanza (the “Whereas Clause,” and the “Therefore Clause,” respectively) express the Declaration’s applicability to “the property herein described as Lot 15 and all other lands of Declarant on the south side of Nova Scotia Road.” Further, the Therefore Clause provides that the subject lands are so encumbered for “the purpose of protecting the value and desirability of . . . the real property.” As such, the covenants, conditions, easements, and restrictions “[s]hall run with the real property and be binding on all parties

having any right, title or interest in the described properties,” as well as upon those parties’ “heirs, successors and assigns and shall inure to the benefit of each owner thereof.”

Sale of Land to the Burkes and Crescent

Smith conveyed Lot 15 to Mary Kate Cleary on July 28, 2005. Michael T. Cleary was subsequently added to the title. After Michael Cleary filed for bankruptcy, the bankruptcy court issued an order granting Monique D. Almy, the Chapter 7 Trustee, the ability to sell Lot 15 free and clear “of all liens, claims, or encumbrances and all other interests in the property.” On August 28, 2008, Almy conveyed Lot 15 to the Burkes, as tenants by the entirety. The deed conveying the land did not reference the Declaration.

At the time of the Burkes’ purchase, Lots 1 through 14 had already been developed and improved with a single-family residence on each lot. Photos of the development entered into the record show lone houses sitting on otherwise sparse lots, with trees interspersed and a wooded area behind the homes. Following their purchase of the land, the Burkes built the home in which they now reside. In so doing, the Burkes did not submit their plans for preapproval by Smith, or his assignee, as required by Article II of the Declaration, and certain aspects of the home’s exterior did not comply with the specific mandates of the Declaration.

Smith died testate on January 15, 2006. A year to the day later, Smith’s personal representative conveyed all remaining land owned by Smith, including the CIG Parcel, to Ronald B. Smith and Mark Kindley Fielder, the trustees under the last will and testament of Harold Smith. In 2019, Smith’s heirs sought to sell the CIG Parcel. The real estate listings provided in the record make no mention of the Declaration or any encumbrances. Dr. Mohammed Murtaza Kamal Chaudry, an officer in Crescent, testified during his deposition that no one discussed any potential use restrictions or similar encumbrances with Crescent personnel prior to the sale.

On August 16, 2019, Smith’s heirs conveyed by deed to Crescent the 54.377-acre CIG Parcel for \$845,000. The deed made no mention of the Declaration or any encumbrances. The CIG Parcel adjoins Lot 15 and comprises the “lands seized and possessed by Smith on the southerly side of Nova Scotia Road,” as referenced in the Declaration. Prior to the conveyance to Crescent, the portions of the CIG Parcel were being used to grow corn, and the farmhouse was rented as a residence.

Crescent's Proposed House of Worship

On February 5, 2020, Crescent submitted plans to Harford County to create an 11.87-acre lot, identified as Lot 16, on the CIG Parcel and to convert the existing buildings into a 60-seat house of worship. CIG submitted a revised plan on April 9, 2020 that no longer sought to carve out "Lot 16" from the larger parcel, instead proposing to keep the entire CIG Parcel intact and to use it as the site of the 60-seat house of worship. The County approved the plans, subject to conditions, on July 14, 2020.

After acquiring the property and planning to convert existing structures into the house of worship, Crescent entered a lease with the Harford Islamic Center ("HIC") so the group could hold meetings, events, religious services, and similar activities on the CIG Parcel.[□] HIC began holding such events and bringing HIC congregants and their guests onto the CIG Parcel, as Crescent worked on its plan to convert the existing structures into the 60-seat facility. HIC also began making improvements to the existing structures on the CIG Parcel.

Dr. Chaudry testified that upon acquiring the property, he and other Crescent members had conversations with personnel from the County's Health Department, the seller's real estate agent, engineering firms, "several neighbors," and the man who farmed the land prior to Crescent's purchase regarding plans to utilize the CIG Parcel for HIC's services. Dr. Chaudry said that no one involved with the sale of the property or in these subsequent conversations mentioned the restrictive covenants.

Crescent I, 2023 WL 2704112 at *1-3.

In March 2020, the Burkes sent letters to the Harford County Department of Planning and Zoning and CIG's attorney expressing concerns about CIG's plans to develop a house of worship on the property. *Id.* at *3. The Burkes subsequently filed a complaint seeking declaratory and injunctive relief. *Id.* The Burkes requested the court

to declare that the Declaration and its covenants restricting use of the land solely for residential purposes encumbered the CIG Parcel and to enjoin Crescent from pursuing such nonresidential development. Because the Burkes' house sits within 200 feet of structures housing HIC activities, they claimed that the use and enjoyment of their land has been severely impacted, and that such continued use and the conversion of the structures into a

permanent house of worship would further degrade the Burkes’ use and enjoyment of their land while also affecting its potential resale.

Crescent filed its answer on March 26, 2021, denying the Declaration encumbered its use of the CIG Parcel. On April 22, 2021, Crescent filed counterclaims, seeking declaratory relief requesting the court to declare that the use restrictions did not apply to the CIG Parcel and did not restrict Crescent’s right to use the land for a house of worship. On October 11, 2021, the Burkes and Crescent each filed motions for summary judgment. The circuit court conducted a hearing on the competing summary judgment motions on November 8, 2021.^[2]

On February 14, 2022, the circuit court issued a Memorandum Opinion and Order granting the Burkes’ motion for summary judgment and denying Crescent’s motion. *Burke v. Crescent Inv. Grp., LLC*, No. C-12-CV-21-105, slip op. at 16–17 (Harford Cnty. Cir. Ct. Feb 14, 2022). The court ruled that the Declaration was unambiguous, and that its clear language expressed Smith’s intention to encumber *both* Lot 15 and the CIG Parcel with the Residential Use Restriction. *Id.* at 9. Further, the court determined that no actions taken by Smith or the Burkes waived the enforceability of the covenants, nor that “equitable grounds” warranted the nonenforcement of the covenants. *Id.* at 14, 16. The court ordered CIG to immediately cease its use of the CIG Parcel as “a house of worship, community gathering center, any related uses, any non-residential uses, or any other use not permitted by the Declaration.” *Id.* at 17.

Crescent I, 2023 WL 2704112 at *3-4.

On March 30, 2023, we affirmed the “circuit court’s ruling that Smith’s unambiguous intention, as discerned from the words of the Declaration itself, was to impose *all of the covenants* on *both* Lot 15 and the CIG Parcel.” *Id.* at *10.³ We stated that Mr. Smith’s intention in drafting the Declaration and establishing the covenants,

² CIG subsequently subdivided a portion of its property to create two additional lots, and it recorded a revised plat in the land records office.

³ On January 9, 2023, CIG conveyed a portion of its property to the Maryland State Highway Administration (“SHA”) for public road improvements.

conditions, easements, and restrictions was “for the ‘purpose of protecting the value and desirability’ of the land,” and the “additional covenants ensuring a residential character reflect that the property would be most valuable when used for residential purposes.” *Id.* at *9. Accordingly, we held that “the Declaration’s Residential Use Restriction applie[d] to both the CIG Parcel and Lot 15,” and “[a]s a result, [CIG] may not utilize the CIG Parcel for a nonresidential purpose.” *Id.* at *10.

II.

Subdivision and Termination

On January 31, 2024, CIG conveyed one of the lots in its subdivided property to Shazeb Manzoor Khan (“Khan Lot”) and another lot to Rizwan Altaf (“Altaf Lot”), each for \$100,000.⁴ CIG retained ownership of the portion of its property located between the southerly side of Nova Scotia Road and the northerly side of the Khan and Altaf lots, as well as a portion described in the land records as “Remainder Part A.” The Land Instrument Intake Sheets recorded with the deeds to the Khan and Altaf Lots indicated that the properties would not be used as a principal residence for either purchaser. The house of worship at issue in this dispute is located on the Altaf Lot.

On February 20, 2024, CIG, Mr. Khan, and Mr. Altaf executed a Termination of Declaration of Covenants, Conditions and Restrictions (“Termination”), which was recorded in the land records. The Termination stated that it was executed pursuant to Article VII, Section 3, of the Declaration, which provides that:

⁴ On February 21, 2025, Mr. Altaf conveyed his parcel to the MEMAN Foundation, Inc.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant for any reason during the first ten (10) year period by supplemental declarations recorded in the Land Records of Harford County and thereafter by an instrument signed by not less than seventy-five (75) percent of the Owners subject to this Declaration. Any amendment or termination must be recorded among the Land Records of Harford County in order to be effective.

The Termination listed four owners subject to the 2005 Declaration: Mr. Khan; Mr. Altaf; CIG; and the Burkes.⁵ It stated that CIG, Mr. Khan, and Mr. Altaf “being seventy-five percent . . . of the ‘owners’ of the ‘property’ subject to the Declaration . . . hereby terminate the Declaration recorded.” The Termination stated that the Declaration of Covenants, Conditions and Restrictions dated March 24, 2005 was terminated and “no longer applicable to nor a burden upon the properties.”

On April 3, 2024, the Burkes filed a Petition for Constructive Contempt of Court, asserting that CIG continued to improve and use its property as a house of worship and for related non-residential uses in violation of the court’s February 14, 2022 order. On July 19, 2024, the circuit court stayed the contempt proceedings pending resolution of this appeal.

⁵ The Termination identified four lots that had originated as part of CIG’s 2019 purchase of the 54.377 acre parcel from Smith’s heirs, two of which were now owned by Mr. Khan and Mr. Altaf, respectively, and two lots still owned by CIG.

III.

Declaratory Judgment Claims in This Action

On June 20, 2024, CIG filed a Complaint for Declaratory Judgment, requesting a declaration that the Termination was valid and enforceable, the Declaration was “without force and effect,” and CIG was “not in violation of any provision of the Declaration.” On August 6, 2024, the Burkes filed an Answer and Counterclaim to Complaint for Declaratory Judgment, requesting that the court enter a declaration that the “Termination was not effective to terminate the Declaration of Covenants Conditions and Restrictions” and was “a legal nullity.” Both parties filed for summary judgment, and the court held a hearing on February 26, 2025. On February 25, 2025, one day prior to the hearing, CIG recorded a Confirmatory Termination of Declaration of Covenants Conditions and Restrictions with the land records office.

A.

February 26, 2026 Hearing

At the hearing, the Burkes made several arguments in support of their contention that the Termination was a nullity. Initially, they asserted that the plain language of the Declaration, when read as a whole, demonstrated that Mr. Smith’s intent and purpose in imposing the covenants was to achieve and maintain the residential character of the community, a conclusion this Court reached in *Crescent I*. The Burkes stated that, under Maryland law, notwithstanding an amendment provision, a property owner cannot amend a declaration establishing restrictive covenants if the amendment is inconsistent with or frustrates the purpose of the declaration. The Burkes argued that CIG subdivided its

property and filed the Termination for the “specific purpose of frustrating, violating, [and] interfering with Mr. Smith’s purpose and intent,” and asserted that the Termination’s elimination of *all* of the covenants was, by itself, evidence that it frustrated the purpose of the Declaration. The Burkes acknowledged that the Declaration provided for amendments, such as allowing swimming pools, but they stated that the amendments must be consistent with Mr. Smith’s purpose in creating a residential community.

The Burkes then pointed to the language of the Declaration, noting that the relevant section was titled, “Amendment,” and the operative sentence in that section provided that “[t]his Declaration may be amended by the declarant for any reason,” but it did not mention termination. Although the third sentence of the amendment section stated that “[a]ny amendment or termination must be recorded among the Land Records,” the Burkes argued that, looking at the Declaration as a whole, that phrase meant that property owners could amend the Declaration by terminating specific provisions, such as the one prohibiting recreational vehicles. The termination of a provision, however, must be consistent with the Declaration’s purpose.⁶

⁶ The Burkes also argued that (1) the restrictive covenants could not be terminated under the substantial change in circumstances doctrine because there was no showing that the purpose of the covenant could no longer be served, and (2) the Declaration could only be terminated at the end of the 10-year successive period, which did not occur here. The Burkes argued that SHA was an owner under the Declaration’s definition, it did not acquire its property from CIG through eminent domain, and considering SHA an owner under the Declaration rendered the Termination invalid because less than 75% of the owners signed it. Because we affirm on other grounds, we do not reach these issues.

CIG began by asserting that the subdivision of its property was legal, properly recorded, and never challenged by the Burkes. It argued, as relevant to this appeal, that 75 percent of the owners terminated the Declaration, and the Termination applied uniformly to all the lots. CIG argued that, in looking at the entire Declaration, “the intent of Mr. Smith was to provide for the termination of the Declaration.”

B.

Court’s Ruling

On April 2, 2025, the court issued a memorandum opinion. It stated that, in *Crescent I*, this Court “agreed that the intent of the covenants imposed was to preserve the residential nature of the property,” as demonstrated by “residentially focused language contained in Art. III of the Declaration.” The court noted that Section I provided that “[n]o Lot shall be used for any purpose other than residential use,” other than in circumstances not relevant here, and that other “residentially focused use restrictions,” including those relating to radio antennas, utility sheds, mailboxes, garages, driveways, and swimming pools unambiguously imposed restrictions on activities “to preserve the residential character and uniform plan of development of a small, single family community.” (quoting *RDC Melanie Drive, LLC v. Eppard*, 474 Md. 547 (2021)).

The court then stated that, “[w]here a restrictive covenant allows for change through amendment, the amendment must maintain the intent of the original covenant.” It stated that, because the Declaration reflected “Mr. Smith’s desire to maintain the residential nature of the property subject to its restrictions, any clauses permitting the amendment or termination of the Declaration must be viewed through the same lens.”

The court then looked to Section 3 of Article VII, which states: “This Declaration may be amended . . . by an instrument signed by not less than seventy-five (75) percent of the Owners subject to this Declaration.” It noted that the word termination did not appear in that sentence, which indicated “that Mr. Smith did not intend for the Declaration to be able to be terminated in its entirety through the same process as an amendment.” Because the word “termination” was included in the paragraph, but not in the sentence referring to the process of amending the Declaration, the court determined that Mr. Smith did not intend for the Declaration to be able to be terminated in its entirety through the same process as an amendment. Rather, the court found that, in light of Mr. Smith’s intent to preserve the residential nature of the property, the court found that the word “termination” referred to “termination of individual restrictive covenants within the Declaration, and not the Declaration in its entirety.” Allowing for termination of the entire Declaration “would contradict the purpose of the restrictive covenants placed on the property.” The court granted the Burkes’ motion for summary judgment and denied CIG’s motion for summary judgment.⁷

This appeal followed.

⁷ CIG filed four additional instruments in the Harford County Land Records Office after the April 2, 2025 judgment in the circuit court, including two revised terminations of the Declaration, an amendment to the Declaration, and a Declaration variance. On November 3, 2025, the Burkes filed a motion in this Court to supplement the record with these filings, which we denied.

STANDARD OF REVIEW

A court “shall enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law.” Md. Rule 2-501(f). A court’s grant or denial of summary judgment is subject to *de novo* review. *Lavine v. Am. Airlines, Inc.*, 266 Md. App. 549, 558 (2025). In our review, we determine whether the circuit court’s ruling was “legally correct.” *RDC Melanie*, 474 Md. at 564. We consider the facts in the light most favorable to the non-moving party, and “if those facts are susceptible to inferences supporting the position of the party opposing summary judgment, then a grant of summary judgment is improper.” *Id.* (quoting *Ashton v. Brown*, 339 Md. 70, 79 (1995)). Our review of the circuit court’s grant of summary judgment “is limited ordinarily to the legal grounds relied upon explicitly in its disposition.” *Selective Way Ins. v. Fireman’s Fund Ins.*, 257 Md. App. 1, 34 (2023) (quoting *Irwin Indus. Tool Co. v. Pifer*, 478 Md. 645, 682 (2022)).

A circuit court’s interpretation of a restrictive covenant, including a determination whether the covenant continues to be enforceable, is also reviewed *de novo* as legal question. *RDC Melanie*, 474 Md. at 564. *Accord Howard Rsch. & Dev. Corp. v. IMH Columbia, LLC*, 268 Md. App. 148, 171 (2025). Because a restrictive covenant “is a species of contract,” principles of contract law govern its review. *Howard Rsch. & Dev. Corp.*, 268 Md. App. at 171. Restrictive covenants “are to be enforced according to the objective intent of the original parties” as “it appears or is implied from the instrument itself.” *Dumbarton Improvement Ass’n v. Druid Ridge Cemetery Co.*, 434 Md. 37, 52

(2013) (quoting *Balt. Butchers Abattoir & Live Stock Co. v. Union Rendering Co.*, 179 Md. 117, 122 (1941)).

DISCUSSION

CIG contends that the circuit court erred in granting summary judgment in favor of the Burkes, asserting that the court erred in finding that the intent of the Declaration was to preserve the value of the property by requiring that it be used solely for residential purposes. CIG argues that the intent of the Declaration was “to preserve the value of the property, not to preserve the residential character of the property.” Because “[r]esidential use [wa]s subordinate to value” CIG asserts, the Declaration could be read to authorize termination of the residential use restriction. CIG contends that, at a minimum, the “competing provisions” in the Declaration created ambiguity, which required the court to consider extrinsic evidence of intent and property values.

The Burkes argue that the circuit court properly granted their summary judgment motion. They assert that the court’s ruling was consistent with Mr. Smith’s clear intent in imposing the covenants. They contend that, in *Crescent I*, this Court properly found that Mr. Smith’s “purpose in imposing the covenants was to preserve the residential nature of the community,” and they argue that allowing termination of the Declaration would undermine Mr. Smith’s intent and their right to rely on the covenants to preserve the character and value of their property.

I.

Declaration

Before addressing the parties' arguments, we set forth the parts of the Declaration of Covenants, Conditions and Restrictions signed in March 2005 that are pertinent to the claims in this appeal. The first is paragraph three of the Declaration's preamble (the "Therefore Clause"), which states:

NOW, THEREFORE, Declarant hereby declares that **the property** herein described as Lot 15 and all other lands of Declarant on the south side of Nova Scotia Road **shall be held, sold and conveyed subject to the following covenants, conditions, easements, and restrictions which are for the purpose of protecting the value and desirability** of and which shall run with **the real property** and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

(Emphasis added).

Article III addresses Use Restrictions. Section 1, entitled "Residential Use," provides: "**No Lot shall be used for any purpose other than residential use** except that during the construction and sales period, on-site builder's construction offices, model homes, sales offices and builder's storage areas may be maintained." (Emphasis added). The remaining sections in Article III address specified prohibitions, including noxious and offensive activities, signs, animals (no more than two household pets), trucks, major repairs to motor vehicles, above-ground pools, and antennas (without prior approval), and specific requirements, including the type of storage and trash containers, the style of utility buildings, sheds, plantings, fencing, types of recreational vehicle storage, number and

species of trees, masonry fronts and compatible mounted mailboxes, minimum square footage, a minimum of a two-car garage, and paved driveways.

Article VII is titled General Provisions. It provides in Section 3, Amendment, as follows:

The covenants and restrictions of this Declaration shall run with and bind the land for term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This **Declaration may be amended** by the Declarant for any reason during the first ten (10) year period by supplemental declarations recorded in the Land Records of Harford County and thereafter **by an instrument signed by not less than seventy-five (75) percent of the Owners subject to this Declaration. Any amendment or termination must be recorded** among the Land Records of Harford County in order to be effective.

(Emphasis added).

II.

Applicable Law

Restrictive covenants are construed in accordance with the principles of contract interpretation. *Dumbarton*, 434 Md. at 52. We look to the document itself to determine the objective intent of the parties and “the circumstances and conditions affecting the parties and the property.” *RDC Melanie*, 474 Md. at 568-69 (quoting *Bellevue Constr. Co. v. Rugby Hall Cmty. Ass’n*, 321 Md. 152, 157 (1990)). We review restrictive covenants to determine “what a reasonable person in the position of the parties would have meant at the time it was effectuated.” *Dumbarton*, 434 Md. at 52 (quoting *Gen. Motors Acceptance v. Daniels*, 303 Md. 254, 261 (1985)).

An instrument imposing restrictive covenants “must be construed in its entirety and, if reasonably possible, effect must be given to each clause so that a court will not find an interpretation which casts out or disregards a meaningful part of the language of the writing.” *Id.* (quoting *Sagner v. Glenangus Farms, Inc.*, 234 Md. 156, 167 (1964)). If the language of the restrictive covenants is clear and unambiguous, we do not look to any other source to determine the intent of the parties. *Id.* at 53.

As the Supreme Court of Maryland has explained, however:

If the meaning of the instrument is not clear from its terms, “the circumstances surrounding the execution of the instrument should be considered in arriving at the intention of the parties, and the apparent meaning and object of their stipulations should be gathered from all possible sources.”

If an ambiguity is present, and if that ambiguity is not clearly resolved by resort to extrinsic evidence, the general rule in favor of the unrestricted use of property will prevail and the ambiguity in a restriction will be resolved against the party seeking its enforcement. *The rule of strict construction should not be employed, however, to defeat a restrictive covenant that is clear on its face, or is clear when considered in light of the surrounding circumstances.*

RDC Melanie, 474 Md. at 568-69 (quoting *Bellevue*, 321 Md. at 157-58). “An ambiguity does not exist simply because a strained or conjectural construction can be given to a word.” *Id.* at 570 (quoting *Bellevue*, 321 Md. at 159). Moreover, “a covenant need not address every conceivable issue or potential outcome to avoid being ambiguous; it need only provide a clear answer for the matter in dispute.” *Dumbarton*, 434 Md. at 57. “[A] lack of ambiguity in the application of the restrictive covenant may be gleaned or reinforced by other language in the instrument.” *S. Kaywood Cmty. Ass’n v. Long*, 208 Md. App. 135, 145 (2012).

III.

Analysis

1.

Intent of the Declaration

The Declaration makes clear that Mr. Smith intended that the property be a residential development. Article III, Section 1, entitled “Residential Use,” provides: “No Lot shall be used for any purpose other than residential use” with exceptions not relevant here. Moreover, as we noted in *Crescent I*, there were “restrictions regarding offensive uses of the land, accessory structures, landscaping, yard maintenance and appearance, masonry, mailboxes, antennas, garages and driveways, swimming pools, the square footage of residences, and the parking of trucks and commercial vehicles,” which we found “align with protecting a residential setting.” *Crescent I*, 2023 WL 2704112, at *9. We held that “permitting a house of worship on the land does not align with his desired goals of creating a uniformly residential development, in which any one owner cannot alter the residential setting.” *Id.* at *10. Accordingly, we held that CIG could “not utilize the CIG Parcel for a nonresidential purpose.” *Id.*⁸

⁸ Additionally, we note that the “Therefore Clause” of the Declaration’s introductory paragraph, which states that encumbered property shall be conveyed “subject to the following covenants, conditions, easements, and restrictions which are for the purpose of protecting the value and desirability of” the real property, clarifies that Mr. Smith imposed the residential restrictions “for the purpose” of protecting the value and desirability of the property because he believed residential use was the most valuable use of the land.

Based on the Court’s prior opinion and the plain language of the Declaration, the circuit court concluded that the unambiguous intent of the Declaration was to impose restrictions to preserve and maintain the residential character of the property. The court did not err in this regard.

2.

Termination

As indicated, after we held in *Crescent I*, 2023 WL 2704112, at *10, that CIG could “not utilize the CIG Parcel for a nonresidential purpose,” CIG conveyed two lots in its subdivided property, and those two owners and CIG executed, as 75% of the owners subject to the Declaration, a Termination of the Declaration. The issue here is whether the Declaration permitted termination of the restrictive covenants requiring residential use. As explained below, we conclude, as did the circuit court, that it did not.

CIG contends that the circuit court erred in determining, based on the language of Declaration, that Mr. Smith did not intend that the Declaration could be terminated in its entirety. It asserts that Article VII, Section 3, expressly authorizes termination of the entire Declaration “if circumstances change such that value is better protected by releasing the lots owners” from the restrictive covenants. CIG asserts that the amendment provision recognizes “the possibility of substantive changes to the covenants,” including termination of the residential use requirement. At the very least, CIG argues, the Declaration is ambiguous and the court should have allowed extrinsic evidence on the issue of intent with regard to the amendment provision and the impact of CIG’s use of the property on valuation.

The Burkes contend that “the circuit court’s ruling is consistent with the plain language of the amendment provision and Mr. Smith’s clear intent in imposing the covenants.” They argue that any amendment must be consistent with the intent of the Declaration that the lots be used only for residential purposes. Accordingly, the Burkes assert that the circuit court correctly read the amendment section in the Declaration to authorize termination of only individual covenants in the Declaration, not the Declaration in its entirety. They argue that the court’s reading of the amendment section is “the only reading consistent with the fundamental rule in Maryland” that covenants must be amended in accordance with the grantor’s general intent in creating the encumbrances.

The circuit court found that the Declaration’s purpose and amendment clauses were unambiguous. It noted that Art. II, Section 3, of the Declaration, which is titled “Amendment,” provides in the second sentence that the covenants of the Declaration “may be *amended* . . . by an instrument signed by not less than seventy-five (75) percent of the Owners subject to this Declaration.” (Emphasis added). The third sentence of the section states that “[a]ny amendment or termination must be recorded among the Land Records of Harford County in order to be effective.” By its plain language, a seventy-five percent majority of owners were able to *amend* the Declaration, not terminate the Declaration as a whole. The word “termination” is not included in the amendment provision; it is found in the following sentence referencing recording requirements. When read in context, we agree with the circuit court that the Declaration was unambiguous and did not permit termination of the entire Declaration by an instrument signed by 75% of property owners.

This conclusion is bolstered by looking at the purpose of the Declaration. In *RDC Melanie*, 474 Md. at 579, the Supreme Court of Maryland held that, when an original restrictive covenant permits changes through amendment, the amendment “must maintain the intent of the original restrictive covenant.” *Id.* The circuit court, therefore, was correct in stating that, because the Declaration reflected Mr. Smith’s intent to protect the residential nature of the property through restrictive covenants, any provisions permitting amendment or termination “must be viewed through the same lens.”

When the Declaration is read consistent with Mr. Smith’s intent to protect the residential character of the property, “termination” cannot be construed to allow lot owners to change the residential nature of the property.⁹ Looking at the word “termination” in context, based on the rules of contract interpretation requiring us to give effect to each clause of the Declaration without negating express terms, *see Ocean Petroleum Co. v. Yanek*, 416 Md. 74, 90 (2010) (court must give effect to each clause of contract and should not disregard express terms used in agreement), the circuit court correctly concluded that “termination” refers to the elimination of certain individual restrictions or covenants that would not alter the residential nature of the property, such as, for example, the requirement that property owners mount mailboxes on brick or stone columns.¹⁰ In other words, the

⁹ CIG’s argument that “any amendment or termination” denotes the singular and not the plural is unavailing. The term “any” means “one, some, or all indiscriminately of whatever quantity.” *Merriam Webster’s Collegiate Dictionary* 56 (11th ed. 2009).

¹⁰ As CIG notes, the residential use provision is one of the 21 individual restrictions listed in Article III of the Declaration. We agree with the Burkes’ assertion that this restriction could not be terminated because termination would be inconsistent with the intent of the Declaration.

Declaration allowed for amendment of the Declaration by termination of certain specific restrictions, as long as the termination of the restrictions did not defeat the intent of the Declaration to create a residential development. Because termination of the Declaration as a whole was not within the reasonable contemplation of the Declaration, the circuit court did not err in granting the Burkes' motion for summary judgment.¹¹

**JUDGMENT OF THE CIRCUIT
COURT FOR HARFORD COUNTY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT.**

¹¹ We make clear that we are not holding that residential use covenants can never be terminated. For example, there may be situations where there is *express authorization* of the grantor, *see Montaya v. Barreras*, 473 P.2d 363, 365 (1970) (“To permit individual lots within an area to be relieved of the burden of such covenants, *in the absence of a clear expression in the instrument so providing*, would destroy the right to rely on restrictive covenants which has traditionally been upheld by our law of real property.”) (emphasis added), or there is evidence of a substantial change in circumstances demonstrating that enforcement of the covenants would no longer further their purpose, *see Steuart Transp. Co. v. Ashe*, 269 Md. 74, 97 (1973) (claim of substantial change in neighborhood or abandonment was not an affirmative defense to restrictive covenant where property owner did not show a “radical change in the neighborhood causing the restrictions to outlive their usefulness”) (quoting *Chevy Chase Vill. v. Jagers*, 261 Md. 309, 316 (1971)). There is no evidence of either of these circumstances in this case.