

Areas 2 and 3

This Deed, MADE THIS 10th day of April

in the year one thousand nine hundred and seventy-eight by and between THE DREW COMPANY, a Maryland body corporate, Grantor, of the first part, BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, existing under the laws of the United States of America, Mortgagee, of the second part, and GENERAL SERVICE CORPORATION, a body corporate organized and existing under the laws of the State of Maryland, Grantee, of the third part.

WITNESSETH, That in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said THE DREW COMPANY, subject to the reservations, restrictions, covenants and agreements hereinafter set forth,

do hereby grant and convey to the said GENERAL SERVICE CORPORATION, its successors

and assigns, in fee simple, all those one hundred nineteen (119) lots of ground, situate, lying and being in Election District No. 6 of Howard County, in the State of Maryland and described as follows, that is to say:

Lots 90 to 120, inclusive, Block E, Lots 22 to 34, inclusive, Block F, Lots 72 to 78, inclusive, Block G, and Lots 14 to 16, inclusive, Block H, as said lots are shown and delineated on the plat entitled "Sheet 1 of 2, Section 1, Area 2, Glenmont", and recorded among the Land Records of Howard County as Plat #3972, and Lots 62 to 89, inclusive, Block E, and Lots 41 to 71, inclusive, Block G, as said lots are shown and delineated on the plat entitled "Sheet 2 of 2, Section 1, Area 2, Glenmont", and recorded among the Land Records of Howard County as Plat #3973, and Lots 1 to 6, inclusive, Block A, as said lots are shown and delineated on the plat entitled "Section 1, Area 3, Glenmont", and recorded among the Land Records of Howard County as Plat #3771.

BEING the same lots of ground which, by deed of even date and recorded or intended to be recorded among the Land Records of Howard County prior hereto, were granted and conveyed by General Service Corporation to the within Grantor.

The hereinabove described 119 lots of ground are hereby conveyed by The Drew Company to General Service Corporation, its successors and assigns, subject to the reservations, restrictions, covenants and agreements set forth in Exhibit A hereof, entitled "Restrictions Imposed on Lots in Glenmont Subdivision", attached hereto and made part hereof as fully and to the same extent as though incorporated at length herein, to the end and intent that the Grantor and the Grantee, for themselves, their respective successors and assigns, hereby create a general plan or scheme of development of the said lots by imposing thereon uniform restrictions and limitations as to use, building type, architectural control, building location and certain other items for the purposes of

LIBER0877 FOLIO659

assuring the appropriate use and enjoyment of lots in the Glenmont Subdivision, all as set forth in Exhibit A hereof, the said Grantee having agreed to accept title to the above described lots in such manner as to effect and perfect said plan or scheme and make the necessary restrictions, covenants and agreements set forth in Exhibit A hereof, which shall run with and bind said lots, fully binding upon the said Grantee, its successors and assigns and upon all present or future owners or occupants of the above described lots.

Together with the building thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said General Service Corporation, its successors and assigns, in fee simple, subject, however, to the reservations, restrictions, covenants and agreements contained in Exhibit A hereof, as above set forth.

And the said Mortgagee, party of the second part, joins in this conveyance solely for the purpose of consenting to, and subordinating the lien of its mortgage, dated October 6, 1976, and recorded among the Land Records of Howard County in Liber C.M.P. No. 791, folio 311, to the reservations, restrictions, covenants and agreements contained in Exhibit A hereof, otherwise fully retaining its lien on the property described in said mortgage.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor and mortgagee the day and year first above written.

ATTEST:

Harriet L. Schnitzer  
Harriet L. Schnitzer

THE DREW COMPANY

By: Eugene P. Smith (SEAL)  
Eugene P. Smith, President-Grantor

ATTEST:

Robert E. Hecht  
Robert E. Hecht - Secretary

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Robert E. Hecht (SEAL)  
Robert E. Hecht, President-Mortgagee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 6th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EUGENE P. SMITH, President of THE DREW COMPANY, a Maryland body corporate, and he acknowledged the foregoing Deed to be the act and deed of said body corporate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission expires:  
July 1, 1978

Helyne M. Foster  
Helyne M. Foster, Notary Public



STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 4th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ROBERT E. HECHT, President of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, existing under the laws of the United States of America, and he acknowledged the foregoing Deed to be the act and deed of said body corporate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:  
July 1, 1978

Mary C. Hecht  
Notary Public

EXHIBIT A

"RESTRICTIONS IMPOSED ON LOTS IN GLENMONT SUBDIVISION"

Plat ② →

Lots 90 to 120, inclusive, Block E, Lots 22 to 34, inclusive, Block F, Lots 72 to 78, inclusive, Block G, and Lots 14 to 16, inclusive, Block H, as said lots are shown and delineated on the plat entitled "Sheet 1 of 2, Section 1, Area 2, Glenmont", and recorded among the Land Records of Howard County as Plat #3972, and Lots 62 to 89, inclusive, Block E, and Lots 41 to 71, inclusive, Block G, as said lots are shown and delineated on the plat entitled "Sheet 2 of 2, Section 1, Area 2, Glenmont", and recorded among the Land Records of Howard County as Plat #3973, and Lots 1 to 6, inclusive, Block A, as said lots are shown and delineated on the plat entitled "Section 1, Area 3, Glenmont", and recorded among the Land Records of Howard County as Plat #3771 (said three plats [Plat #3972, #3973 and #3771] being hereinafter collectively called "Plats of Glenmont", without specific mention of one or the other thereof, and any reference to any one or more of the lots is intended to identify said lot or lots delineated on the particular plat showing same), conveyed by the Deed and Agreement to which this Exhibit A is attached, are subjected to the restrictions, covenants and agreements hereinafter set forth, which shall run with and bind the same and all subsequent owners and occupants thereof, all for the purpose of creating and carrying out a general plan or scheme of development of the land. The restrictions, covenants and agreements imposed on the aforesaid lots are as follows:

Plat ④ →

Plat ③ →

1. Land Use and Building Type. Each lot shall be used for residential purposes only; and no building shall be erected, altered or maintained on any lot, other than one individual single family detached dwelling, not exceeding two and one-half stories in height, with only garages for not more than two non-commercial automobiles, and swimming pools, or either of them, as accessory structures, except and provided as follows: . real estate sales or construction office or trailer, with signs, may be erected, maintained and operated on any lot, or in any building or structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development or initial sale of any lot, or the construction of improvements on any lot, now or hereafter laid out or created on any of the land conveyed by Hazel Albers Duncan and Beverly Albers O'Neill to Colonial Corner Service Corporation, by deed dated June 7, 1974, and recorded among the Land Records of Howard County in Liber C.M.P. No. 685, folio 562. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer or sign after the initial sales or construction period.

Neither any part of any lot, nor any improvement now or hereafter erected on any lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected without the written consent and approval of the Architectural Review Committee hereinafter designated.

2. Architectural Review. No building, fence, wall, sign, tank, pool, tennis or handball court, game facility, or structure of any kind, including any driveway, walkway and outside lighting, shall be commenced, erected or maintained on any lot, nor shall any addition thereto (including awnings and screenings), or change or

alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) be made until plans and specifications, in duplicate, showing the nature, kind, shape, height, colors, materials, location and approximate cost of such building, fence, wall, sign, tank, pool, court, game facility, structure, driveway walkway, lighting, addition, change or alteration shall have been submitted to and approved in writing by the Architectural Review Committee, herein referred to as the "Committee", which shall have the absolute right to refuse to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons. In so passing upon such plans and specifications, the Committee shall have the right to take into consideration the use and suitability of the proposed building, fence, wall, sign, tank, pool, tennis or handball court, game facility, structure, driveway, walkway, lighting, addition, change or alteration, the location thereof, the materials of which it is to be built or made, and the color and design thereof, with relation to the site upon which it is proposed to erect or keep the same, harmony with its surroundings and the effect on the outlook from adjacent or neighboring properties.

No plans or specifications for the construction of any single family detached dwelling on any lot shall be approved by the Committee unless the same include and provide for the erection of an outside post-type lighting fixture, not more than seven feet high, to be located and maintained not more than twenty feet from the front lot line, at or near the walkway leading from the street to the dwelling, except as follows: (i) no requirements for the post-type lighting fixture shall apply to Lots 74, 79, 98, 105, 106 or 108, Block E, Lots 28, 30 or 31, Block F, or Lot 65, Block G; and (ii) the post-type lighting fixture required on Lots 1 and 2, Block A, and Lot 52, Block G, shall be located not more than twenty feet from the rear lot line, running along Summer Hollow Lane, about mid-way

between the north and south lines of the lot. Each lighting fixture shall be erected and maintained so that the said fixture does not emit light having a luminous intensity of more than fifty (50) candles, does not emit light having illuminance of more than fifteen (15) foot candles at a point twenty five feet distant therefrom and does not cast any beam directly or by reflection toward the property of any neighboring land owner. Any dwelling constructed without the specified lighting fixture, or any dwelling used and maintained, after construction thereof, without maintenance and use of the said lighting fixture to provide illumination between dusk and dawn, shall be deemed a violation of these restrictions, covenants and agreements, but the sole remedy therefor under the provisions of paragraph numbered 11 hereof shall be a proceeding to enforce compliance. The provisions of the instant paragraph are subject to the requirements of the zoning regulations of Howard County, Maryland, and, to the extent of any inconsistency therewith, the terms and provisions of this paragraph shall be inapplicable.

The Architectural Review Committee is composed of the following members: Robert E. Hecht, 19 E. Payette Street, Baltimore, Maryland 21202; Thomas J. Reynolds, 19 East Payette Street, Baltimore, Maryland 21202; and Parker F. Heckner, 19 East Payette Street, Baltimore, Maryland 21202, each of whom shall act and serve for a term of five (5) years, accounting from the date hereof, and thereafter until his successor shall be duly appointed. At any time after expiration of the aforesaid five (5) year period, the then record owners of a majority of the lots which are subject to the restrictions, covenants and agreements herein set forth shall have the power, by a duly executed and recorded instrument, to appoint new members to, or otherwise to change the membership of the Committee, so long as the Committee shall at all times be comprised of three members. In the event of the death or resignation of any member of the Committee, the Grantee shall have

the full right and authority to appoint a successor by a duly executed and recorded instrument, designating the name and address of such successor. All questions shall be decided by a majority of the members of the Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this covenant.

As used herein and in paragraph 11, the term "record owners" shall be deemed to mean and include all persons, firms, corporations, trusts, or other legal entities, or any combination thereof, holding record title to the lots, except as follows: the term shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt.

3. Building Location. No building, tank, pool, tennis or handball court, game facility, or other structure of any kind, or any part thereof, other than the lighting fixture provided for in paragraph 2 hereof, shall be located on any lot closer to the front line or closer to the side street line than the minimum building setback lines shown on the aforesaid Plats of Glenmont, or on any amendment to or resubdivision thereof. Additionally, no building, tank, pool, tennis or handball court, game facility, or other structure of any kind, or any part thereof, shall be located on Lots 98, 100, 101, 102, 103, 104, 105 or 106, Block E, or Lots 30, 31, 32, 33 or 34, Block F, within sixteen feet of the southernmost line of the fifty foot strip of land within which Colonial Pipeline Company may construct, operate, remove, replace and maintain pipeline shown on the Plats of Glenmont. For the purposes of the covenant contained in this paragraph 3, eaves, steps, open porches, bay windows, chimneys and patios shall be considered as a part of a building or structure. An encroachment, however, into the hereinmentioned setback areas of not

more than twelve inches shall not constitute a violation of these restrictions.

4. Easement Areas and Fee Simple Reservations. The Grantor hereby expressly reserves unto itself, its successors and assigns, easements over those strips or parcels of land designated on the aforesaid Plats of Glenmont, as "Storm Drain Easement", "Drainage Easement", "Easement for San. Sewer", "Storm Dr. & Sewer Easem't", "Utility Easement", or otherwise designated as an easement area, and over five foot strips of land running along the front, rear, side and other lot lines of each lot, for the purposes of proper surface water drainage, for the installation and maintenance of sanitary and storm water sewers, lines for water and for other utilities, and for such alterations of the contour of the land as may be necessary or desirable to effect surface drainage. Within the aforesaid easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the owner of the lot.

Further, the Grantor hereby expressly reserves unto itself, its successors and assigns, the bed, in fee, of all streets shown on the aforesaid Plats of Glenmont. Reference to such streets is for the purpose of description only, and not dedication. In addition, the Grantor expressly reserves unto itself, its successors and assigns, 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 it shall not be under any obligation or duty to do such grading or to maintain any slope.

5. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding permitted to be erected on any lot shall at any time be used as a residence, either temporarily or permanently.

7. Parking. No boat, or trailer of any kind, including house trailer and boat trailer, unless located entirely within a building permitted to be erected, and no commercial or inoperable vehicle of any kind shall be parked or stored on any lot. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway.

8. Signs. Except as otherwise expressly provided in paragraph 1 hereof, no sign of any kind shall be erected, displayed or maintained on any lot, except one lawful sign, not more than five square feet, advertising the property for sale or rent.

9. Livestock and Poultry. No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets not exceeding two in the aggregate, may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. Fences. No fence or wall shall be erected, placed, altered or maintained on any lot nearer to any street than the minimum building setback line established on the lot. Where two adjacent dwellings are set back different distances from the street, no fence or wall between such two adjacent dwellings shall be closer to the street than the front wall of the dwelling most distant from said street. No fence or wall shall be erected except in compliance with paragraph 2 and, when erected, shall not interfere with underground or surface utility or drainage structures, pipes or ditches. The

restrictions contained in this paragraph 10 shall not apply to enclosures of patios or open garden courts and shall not apply to retaining walls required by topography, which enclosures, patios and retaining walls, however, shall require the written consent of the Committee, as provided in paragraph 2 hereof.

11. **Terms-Enforcement.** It is covenanted and agreed by and between the parties hereto, for themselves and their respective successors and assigns, as part of the consideration for the execution of the Deed and Agreement incorporating these restrictions, and as a part of a general plan or scheme of development of the aforesaid lots in the Glenmont Subdivision, described in this Deed and Agreement, that all of the restrictions, covenants and agreements herein set forth shall be held and construed to run with and bind the said lots and all subsequent owners and occupants thereof, and of every part thereof, for a period of thirty (30) years, accounting from the date these covenants are recorded. All of said restrictions, covenants and agreements shall inure to the benefit of and be enforceable by the Grantor or Grantee, their respective successors and assigns, and by any person or party then owning or having any recorded interest or estate in any lot subject hereto, against anyone violating or attempting to violate any of said restrictions, covenants and agreements. Upon the expiration of said thirty year period, these covenants shall be automatically extended for successive periods of ten (10) years each, unless amended or cancelled, in whole or in part, as hereinafter provided. After the aforesaid period of thirty (30) years, any of the provisions of the foregoing restrictions numbered 1, 2, 3, 5, 6, 7, 8, 9 and 10, may be cancelled, annulled, or abrogated, in whole or in part, by the recording among the proper Land Records of Howard County of an appropriate instrument or instruments, in writing, executed by the

then record owners of a majority of the above described lots, which instrument or instruments shall specifically set forth which of the provisions of the foregoing restrictions are thereby cancelled, annulled or abrogated.

Except as otherwise provided for in paragraph 2 hereof, proceedings against any person or persons violating or attempting to violate any covenant, agreement or restriction hereof, may be at law or in equity, and such proceedings may be to enforce any covenant, agreement or restriction, to restrain violation thereof, or to recover damages for breach of same.

12. Severability. Invalidation by adjudication of any provision or provisions of the restrictions, covenants and agreements herein contained shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. This Exhibit A entitled "Restrictions Imposed on Lots In Glenmont Subdivision" and all the restrictions, covenants, agreements, terms and provisions herein contained, are deemed to be incorporated in the Deed and Agreement between the Drew Company, herein called "Grantor", General Service Corporation, herein called "Grantee", and Baltimore Federal Savings and Loan Association, herein called "Mortgagee", to which this Exhibit A is attached as fully and to the same extent as though same had been expressly incorporated therein, as part thereof.

WITNESS the hands and seals of the Grantor, Grantee and Mortgagee.

ATTEST:

THE DREW COMPANY

*Harriet Schnitzer*  
Harriet Schnitzer-Secretary

By *Eugene F. Smith* (SEAL)  
Eugene F. Smith-President  
Grantor

[SIGNATURES CONTINUED]

LIBER0877 FOLIO670

ATTEST:

GENERAL SERVICE CORPORATION

*Robert A. Healy*  
Asst. Secretary

By: *Thomas J. Reynolds* (SEAL)  
Thomas J. Reynolds, Vice President  
Grantee

ATTEST:

BALTIMORE FEDERAL SAVINGS AND LOAN  
ASSOCIATION

*Robert E. Hecht*  
Asst. Secretary

By: *Robert E. Hecht* (SEAL)  
Robert E. Hecht, President  
Mortgagee

*Mailed to Members of Green Sp  
Balt Md*