

*W. Thomas* ✓

2268 PAGE 88

THIS DEED AND AGREEMENT, made this *22nd* day of September, 1952, by and between THE MIGHT COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called "Company", party of the first part, and THE THOMAS COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called "Purchaser", party of the second part.

WHEREAS, Company is the owner of the parcels of land hereinafter described and is desirous of subjecting all of said land hereinafter described to certain restrictions, covenants and agreements as hereinafter set forth, and

WHEREAS, Purchaser, being the purchaser from Company of the parcel of land hereinafter firstly described, is desirous of co-operating with Company for the purpose of making the restrictions, covenants and agreements hereinafter set forth binding alike upon Company, its successors and assigns, and upon Purchaser, its successors and assigns, and upon all the land hereinafter described, as a part of a general plan or scheme of development of all the land hereinafter described, and

WHEREAS, in order to make said restrictions, covenants and agreements binding and of full force and effect upon all the land hereinafter described and upon all present and future owners and occupants thereof, Company and Purchaser have agreed to enter into this Deed and Agreement whereby Company will convey to Purchaser all of the land as hereinafter described and immediately thereafter, Purchaser will re-convey to Company, charged with all of the restrictions, covenants and agreements hereinafter set forth, all of the land hereinafter described so conveyed to it, except, however, the parcel of land hereinafter firstly described, which latter parcel of land Purchaser will hold and hereafter convey subject to said restrictions, covenants and agreements hereinafter set forth.

NOW, THEREFORE, THIS DEED AND AGREEMENT WITNESSETH, That for and in consideration of the premises and of the sum of Five Dollars (\$5.00) paid by Purchaser to Company, receipt whereof is hereby acknowledged, and the performance of and compliance with the restrictions, covenants and agreements hereinafter set forth, and for other good and valuable considerations, Company

DEL. PER TURKEY MAY 6 1953

Does hereby grant and convey unto Purchaser, <sup>its successors</sup> and assigns, in fee simple, subject to the restrictions, covenants and agreements hereinafter set forth, all those two (2) lots or parcels of land situate in the First Election District of Baltimore County, State of Maryland, and described as follows:

BEGINNING for the first thereof on the northwest side of St. Agnes Lane as shown on Baltimore County Bureau of Rights-of-Way Drawing No. NEW 22-026, which is recorded among the Plat Records of Baltimore County in Highways Liber No. 15 Folio 39, at the eastern end of the curve forming the intersection or meeting of the northwest side of said St. Agnes Lane with the northeast side of Harwall Road and running thence binding on the northwest side of said St. Agnes Lane the six following courses and distances, viz.: northeasterly by a curve to the right with a radius of 550 feet for the distance of 192 and 57/100ths feet, north 75 degrees 22 minutes 00 seconds east 59 and 55/100ths feet, northeasterly by a curve to the left with a radius of 369 and 48/100ths feet for the distance of 312 and 01/100ths feet, north 26 degrees 59 minutes 00 seconds east 155 and 05/100ths feet, northeasterly by a line curving to the right with a radius of 5060 feet for the distance of 203 and 12/100ths feet, and north 29 degrees 17 minutes 00 seconds east 204 and 33/100ths feet, thence running northerly by a curve to the left with a radius of 390 feet binding on the western side of St. Agnes Lane as now further widened for the distance of 152 and 06/100ths feet, thence leaving St. Agnes Lane and running north 83 degrees 3 minutes 20/seconds west 107 feet to the southeast side of an alley 16 feet wide there situate, thence binding on the southeast side of said alley with the use thereof in common with others the five following courses and distances, viz.: southerly by a curve to the right with a radius of 283 feet for the distance of 110 and 34/100ths feet, south 29 degrees 17 minutes 00 seconds west 528 and 67/100ths feet, south 37 degrees 7 minutes 10 seconds west 89 and 32/100ths feet, south 49 degrees 21 minutes 00 seconds west 133 and 02/100ths feet, and south 70 degrees 29 minutes 00 seconds west 264 and 91/100ths feet, thence binding on the southern side of said 16 foot wide alley with the use thereof in common with others the two following courses and distances, viz.: westerly by a curve to the

2268 PAGE 90

right with a radius of 64 feet for the distance of 49 and 97/100ths feet and north 64 degrees 47 minutes 3 seconds west 98 and 85/100ths feet to the southeast side of Granville Road, thence binding on the southeast side of Granville Road the two following courses and distances, viz.: southwesterly by a curve to the left with a radius of 175 feet for the distance of 13 and 09/100ths feet and south 25 degrees 12 minutes 57 seconds west 71 and 93/100ths feet to the northern end of the curve forming the intersection or meeting of the southeast side of Granville Road with the northeast side of Harwall Road, thence southerly binding on said curve by a curve to the left with a radius of 15 feet for the distance <sup>of</sup> 23 and 56/100ths feet, thence running south 64 degrees 47 minutes 3 seconds east binding on the northeast side of Harwall Road 177 and 3/10ths feet to the western end of the above mentioned curve forming the intersection or meeting of the northeast side of Harwall Road with the northwest side of St. Agnes Lane, thence running easterly binding on said curve by a line curving to the left with a radius of 30 feet for the distance of 31 and 37/100ths feet to the place of beginning.

BEING part of the property which by Deed dated June 23, 1950 and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1831 folio 534, was granted and conveyed by Frank C. Marino, et al, to Company.

The second thereof being all and the same property which by Deed dated June 23, 1950 and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1831 folio 534, was granted and conveyed by Frank C. Marino, et al, to The Macht Company, saving and excepting, however, so much thereof as is included in the description of the lot hereinabove firstly described, and saving and excepting also so much thereof as was conveyed by The Macht Company, et al, to County Commissioners of Baltimore County for the bed of Forest Park Avenue by Deed dated May 28, 1952 and recorded among the Land Records of Baltimore County in Liber G.L.S. No. 2119 folio 405.

Reserving, however, to Company the title to the following streets upon which the parcel of land hereinabove firstly described binds, namely: St. Agnes Lane (insofar as title thereto is now vested in Company), Harwall Road and Granville Road.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD said parcels of land above described and hereby  
 intended to be conveyed unto and to the use of the said Purchaser,  
 its successors  
 and assigns, in fee simple, subject however to the following restrictions,  
 covenants and agreements, that is to say:

1. That said land hereby conveyed and any building or structure  
 now or hereafter erected thereon shall be occupied and used for residential  
 purposes only, except and provided however as follows:

(a) Nothing herein contained shall be construed as preventing the  
 use of any garage or garages, erected in accordance with the provisions  
 hereinafter contained, for the usual purposes of private non-commercial  
 garage or garages.

(b) Real estate sales, management and/or construction offices may,  
 with the written consent and approval of Company, be erected, maintained  
 and operated on any part of said land and/or in any building or structure  
 now or hereafter erected thereon provided such offices are used or  
 operated in connection with the development of said land or the con-  
 struction of improvements on said land or the management, rental or  
 sale of any part of the premises hereby conveyed or any improvements  
 which may be now or hereafter erected on said land, but no part of  
 said land nor any part of any improvements now or hereafter erected  
 thereon shall be used for any of the aforesaid purposes set forth in  
 this sub-paragraph (b) without the written consent and approval of  
 Company being first had and obtained.

(c) Any part of any dwelling house, apartment house or other build-  
 ing now or hereafter erected on said land may, with the written consent  
 and approval of Company, be used as a physician's office or dentist's  
 office for the treatment of patients and for the practice of such pro-  
 fessions provided that the physician or dentist using such office re-  
 sides in the same dwelling house, apartment house or other building  
 in which such office is located, but no part of said land or any im-  
 provements now or hereafter erected thereon shall be used for any of  
 the aforesaid purposes set forth in this sub-paragraph (c) without the  
 written consent and approval of Company being first had and obtained.

(d) Any part of said land and any improvements now or hereafter  
 erected thereon may, with the written consent and approval of Company,  
 be used for the purposes of a church, school, library, playground,  
 park, place of public assembly or community meetings and for any or  
 all of the usual purposes and functions incidental to or connected  
 with any or all of the foregoing, but no part of said land or any  
 improvements now or hereafter erected thereon shall be used for any  
 of the aforesaid purposes set forth in this sub-paragraph (d) without  
 the written consent and approval of Company being first had and ob-  
 tained.

(e) Company shall have the right from time to time hereafter to  
 designate a commercial area or areas at such location or locations  
 on said land as Company in its own judgment and discretion may de-  
 termine, and any such area when so designated by Company as a com-  
 mercial area and any buildings and improvements then or thereafter  
 erected on such commercial area may be used for commercial and  
 business purposes, subject to such restrictions and limitations as  
 Company may, in its own judgment and discretion, then impose on such  
 commercial or business user, any such designation by Company of a  
 commercial area to be evidenced by an instrument to be recorded among  
 the Land Records of Baltimore County, describing the land comprising  
 such commercial area. It is understood and agreed however that  
 Company shall not designate any part of the parcel of land herein-  
 above firstly described as a commercial area.

2. No living chickens, living pigeons or living fowl of any kind and no living swine, living goat or other living animal except domestic pets shall be kept or allowed to remain on any part of said land or improvements thereon.

3. No nuisance shall be maintained, allowed or permitted on any part of said land and no use thereof shall be made or permitted which may be noxious or detrimental to health, provided however that no activity or user carried on or conducted on any commercial area designated by Company as set forth in the foregoing restriction numbered 1 (e) shall be construed to be a nuisance or noxious unless such activity or user violates any restriction or limitation which Company may hereafter impose on the user of any such commercial area.

4. No building, fence, wall, sign, tank or structure of any kind shall be commenced, erected or maintained on said land nor shall any addition to (including awnings and screening) 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, structure and/or addition, change and/or alteration shall have been submitted to and approved in writing by Company. Company shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans or specifications it shall have the right to take into consideration the use and suitability of the proposed building, fence, wall, sign, tank, structure, addition, change or alteration, and the location thereof and the materials of which it is to be built or made and the color thereof to the site upon which it is proposed to erect or keep the same, and insofar as may be practical, the harmony with the surroundings and the effect of the building, fence, wall, sign, tank, structure, addition, change or alteration, as planned, on the outlook from the adjacent or neighboring property. Company shall establish the set back of any proposed building or structure, the height thereof and the height of the first floor thereof (if any) and the grade of the lot.

5. No trailer, tent, shack, garage which is not an integral part of a dwelling house, no barn or other outbuilding erected on said land shall at any time be used as a place of abode temporarily or permanently, nor shall any building of a temporary character be permitted to be used for a place of abode.

It is covenanted and agreed by and between the parties hereto, for themselves and their respective successors, assigns and assigns, as part of the consideration for the execution of this deed and as a part of a general plan or scheme of development of the land hereby conveyed, that all of the restrictions, covenants and agreements herein set forth shall be held and construed to run with and bind the land hereby conveyed and all subsequent owners and occupants thereof and all of said restrictions, covenants and agreements shall inure to the benefit of and be enforceable by Company, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any part of the land hereby conveyed against anyone violating or attempting to violate any of said restrictions, covenants or agreements, provided however that at any time after December 31, 1989, any of the provisions of the foregoing restrictions numbered 1, 2, 3, 4, and 5 may be cancelled, annulled or abrogated, in whole or in part, by the recording in the proper public Land Records of an appropriate instrument or instruments in writing, executed by the then record owners (not including mortgagees or ground rent owners) of at least sixty per cent (60%) in the aggregate of the area of the land hereby conveyed, exclusive of streets, alleys, parks, playgrounds and other land then devoted to public use or the general use of the owners or occupants of said land hereby conveyed, which instrument or instruments shall specifically set forth which of the provisions of the foregoing restrictions are thereby cancelled, annulled or abrogated, and provided further that the foregoing restrictions, covenants and agreements may be waived, modified or annulled, in whole or in part, and as to all of the land hereby conveyed or any part or parts thereof, by mutual written agreement of Company and the holder of the record title to that part of the land hereby conveyed to which such waiver, modification or annulment is to be applicable.

It is further covenanted and agreed between the parties hereto, for themselves, their respective successors and assigns, as follows:

(a) Invalidation by adjudication of any of the provisions of the restrictions, covenants and agreements herein expressed shall in no wise affect any of the other provisions which shall remain in full force and effect.

(b) Any or all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon Company herein may be assigned or transferred by Company to any one or more corporations or associations agreeing to accept same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Baltimore County and upon recordation thereof, the grantee or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers reserved by or conferred upon Company by this Deed and Agreement.

AND Company hereby covenants that it will warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite.

WITNESS the signature of Company, party of the first part, by the hand of Morris Macht, its President, and its corporate seal hereto affixed.

WITNESS ALSO the signature [redacted] of Purchaser, party of the second part, by the hand of Morris Macht, its President, and its corporate seal hereto affixed.

TEST:

Catherine E. Kaumar  
Catherine E. Kaumar

Catherine E. Kaumar  
Catherine E. Kaumar

THE MACTH COMPANY

By: Morris Macht  
Morris Macht, President

THE THOMAS COMPANY

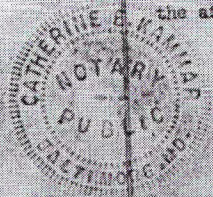
By: Morris Macht  
Morris Macht, President



STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd day of October in the year one thousand nine hundred and fifty-two, before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Morris Macht, President of The Macht Company, party of the first part to the foregoing Deed and Agreement, and he acknowledged the foregoing Deed and Agreement to be its corporate act. At the same time also appeared Morris Macht, President of The Thomas Company, party of the second part to the foregoing Deed and Agreement and he acknowledged the foregoing Deed and Agreement to be its corporate act.

AS WITNESS my hand and Notarial Seal.



Catherine E. Kaumar  
Catherine E. Kaumar  
Notary Public

RECORDED FOR RECORD Apr. 31, 1953 - 12<sup>30</sup> P B & RECORDED IN 150 LAND RECORDS BALTIMORE COUNTY, LIEN G. L. B. 2268 060 88. GEORGE L. BERRY, CLERK