

DEED AND AGREEMENT

between

**SAFE DEPOSIT AND TRUST COMPANY
OF BALTIMORE**

Trustee under the Will of
Douglas H. Gordon, and other

and

DOUGLAS H. GORDON, JR.

Containing Restrictions, Conditions,
Charges, etc., Relating to

THE ORCHARDS

By subsequent Deed and Assignment from
Mercantile Safe Deposit and Trust Company
and Douglas H. Gordon, Jr., etc. etal to
The Orchards Association, recorded among
the Land Records of Baltimore City in Liber
JFC No. 1052, Folio 396, etc., authority to
enforce the restrictions, conditions, charges,
etc., relating to "The Orchards" was vested
in The Orchards Association, Inc.

This Deed and Agreement made as of October 22, 1936, by and between Safe Deposit and Trust Company of Baltimore, a Maryland Corporation, Trustee under Will of Douglas H. Gordon, deceased, which Will is recorded in the Office of the Register of Wills of Baltimore County in "Wills" Liber W.J.P No. 20, folio No. 152, and Douglas H. Gordon, Jr. of Baltimore City, Maryland, and Safe Deposit and Trust Company of Baltimore, a Maryland Corporation, Trustees under and by virtue of a Decree of the Circuit Court of Baltimore City passed on February 20, 1936, in the proceedings entitled Ex Parte in the matter of the Sole and Separate Estate of Elizabeth Clarke Gordon, recorded in the records of the aforesaid Circuit Court of Baltimore City in Docket A 1936, folio 148, (hereinafter called the Grantors), parties of the first part and Douglas H. Gordon, Jr., of Baltimore City, Maryland, Grantee (hereinafter called the Purchaser), party of the second part.

Whereas, the Grantors own a tract of land (hereinafter referred to as "The Orchards") lying in Baltimore City which they have caused to be subdivided into lots and parcels as shown on a plat hereby expressly made a part hereof, and filed concurrently herewith among the Land Records of Baltimore City, and marked "The Orchards"; and

Whereas, the Grantors are developing and improving said tract of land shown on said plat and intend hereafter to open streets through the parcels shown on said plat and subdivide the said parcels into lots and to record new plats showing such street and subdivisions and are desirous of subjecting all of said tract of land and the lots and parcels shown on said plat to certain covenants, agreements, easements, restrictions, conditions and charges as hereinafter set out; and

Whereas, the Purchaser is desirous of purchasing a certain lot and a certain parcel in the said tract of land and is desirous of cooperating with the Grantors for the purpose of making the covenants, agreements, easements, reservations, restrictions, conditions and charges hereinafter set out binding alike upon the Grantors, their successors, heirs, personal representatives and assigns; and upon the lot and parcel to be retained and owned by the Purchaser, as well as upon all the land included in the said tract; and

Whereas, in order to make said covenants, agreements, easements, reservations, restrictions, conditions, and charges binding and of full force and effect on all the land included in said tract and upon the present and future owners and occupants of the same, the Grantors and the Purchaser have agreed to enter into this Deed and Agreement whereby the Grantors will convey to the Purchaser all the lots and parcels of land shown on said plat, certain of which streets except the streets, shown on said plat, certain of which streets have heretofore been conveyed to the Mayor and City Council of Baltimore by

deed dated June 14, 1929, and recorded in the Land Records of Baltimore City in Liber S.C.L. 5022, folio 196, and immediately thereafter the Purchaser will reconvey to the Grantors, charged with all the covenants, agreements, easements, reservations, restrictions, conditions, and charges hereinafter set out, all those lots and parcels of land so conveyed to him except the following lot: viz., Lot 10, Block 5, in Section One and Parcel C as shown on said Plat of "The Orchards," which lot and parcel the Purchaser will hold and hereafter convey subject to said covenants, agreements, easements, restrictions, conditions, and charges.

Now, therefore, this Deed and Agreement Witnesseth, that for and in considerations of the premises and the sum of Five Dollars (\$5.00), in hand, paid by the Purchaser to the Grantors, the receipt whereof is hereby acknowledged, and the performance of the covenants, agreements, and conditions hereinafter set out, the parties hereto do hereby agree as follows:

The Grantors do hereby grant and convey unto the Purchaser, subject to the covenants, agreements, easements, restrictions, reservations, conditions, and charges hereinafter set out, all the lots and parcels of land lying, being and situate in Baltimore City, Maryland, shown on said plat respectively, excepting, however, from this grant all streets shown on said plat of "The Orchards."

Together with the improvements thereon and the rights and appurtenances thereto belonging and appertaining:

To Have and To Hold the above granted property unto the Purchaser, his heirs and assigns, forever, in fee simple, subject however, to the following covenants, agreements, easements, reservations, restrictions, and charges, which is hereby covenanted and agreed shall be binding upon the Grantors, their successors, heirs, personal representatives and assigns, and upon the Purchaser, his heirs, personal representatives and assigns, and upon all the land included in said tract.

SUBDIVISION 1 - DEFINITIONS

Definitions of words as used in the recitals, granted clause, habendum and covenants of this Deed and Agreement:

The word "street" includes and street, highway, or other thoroughfare shown on said plat or hereafter laid out in said tract, whether designated as street, avenue, road, place, court, alley, path, way or otherwise.

A "front street," as to any lot except a corner lot, shall be deemed to be the street, not less than twenty-five (25) feet in width, upon which the particular lot abuts. A corner lot shall be deemed to front on the street, not less than twenty-five (25) feet in width, upon which it has its smallest frontage, except in cases where the Grantors shall designate in any deed hereafter made by them conveying any corner lot the street on which such corner lot shall thereafter be considered as fronting.

The word "building" shall be deemed to be either a detached building or a block of two or more attached buildings.

The words "covered unenclosed porch," shall be deemed to be a porch which is roofed over by not enclosed in any way above the elevation of the first floor of the building except by the necessary construction to support said roof or an ornamental hand railing not higher than three (3) feet, six (6) inches above the elevation of said first floor.

The words "one story extension" of the building shall be deemed to be any porch, sun parlor or other portion of any building not exceeding one story in height, except those which come under the provisions of the preceding paragraph defining covered unenclosed porches, whether or not an integral part of the building.

The word "parcel" shall be deemed to be a piece of land which has not been laid out with streets and lots.

The word "plot" shall be deemed to be any piece of land on which, in accordance with the provisions herein set forth on inserted in any deed from the Grantors hereafter transferring title thereto, the owner shall have the right to erect a building as above defined; a plot may consist of a single lot or of more or less than a single lot.

The words "The Orchards," "tract," "tract of land" shall be deemed to be all the land shown on and included in said plat filed for record as hereinbefore stated.

SUBDIVISION II - NUISANCES

There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any brewery, distillery, malthouse, slaughterhouse, brass foundry, tin, nail, iron, or other foundry, limekiln, stone quarry, cement mill, sugar refinery, crematory, graveyard, jail, penitentiary, house of correction, hospital asylum, sanatorium or institution of like or kindred nature, stable of any kind, cattle yard, hogpen, fowl yard or fowl house, cesspool, privy vault or any form of privy; nor any plant, manufactory or establishment for the purpose of making or preparing soap, candles, starch, vitriol, vinegar, glue, ink, turpentine, oil, lamp black, gunpowder, dynamite, or other explosives, baking powder, cream of tartar, gas, asphalt or fertilizer, nor for bone boiling, fat boiling, dyeing, tanning, dressing, or preparing of skins, hides or leather, nor shall any noxious, dangerous or offensive thing, trade, or business whatsoever be permitted or maintained on said property; nor shall any live poultry, hogs, cattle, or other livestock be kept thereon.

SMOKE: No owner or occupant of said tract of land or of any part thereof

shall cause or permit thereon the emission or discharge into the open air of smoke in harmful or damaging quantities for a period or for periods aggregating two (2) minutes or more in any period of fifteen (15) minutes and the words "smoke in harmful or damaging quantities" is hereby defined as smoke, the density or shade of which is equal to or greater than Number Three (3) of the Ringleman Chart as standardized by the United States Bureau of Mines or other appropriate governmental agency, the Grantors reserve the right to employ the chart so substituted, in determining the density of smoke emitted or discharge on said tract of land. The Grantors also expressly reserve the right for any reason deemed by them sufficient, from time to time, to suspend this restriction for definite periods, provided any such suspension shall apply to all the land included in said tract; it shall become the duty of the Grantors, prior to such suspension, to lease at or mail to the occupied dwelling-houses on said tract a notice setting forth the reason for such suspension and the dates when it shall commence and terminate; at the termination of the time specified in any such notice, this restriction shall again become operative to the same extent as if it had never been so suspended.

SUBDIVISION III - USE OF LAND

PRIVATE RESIDENCE/PRIVATE GARAGES: The land included in said tract, except as hereinbefore or hereinafter provided, shall be used for private residence purposes only, and, with such exceptions, no building of any kind whatsoever shall be erected or maintained thereon except private dwelling-houses; each dwelling being designed for occupation by a single family, and private garages for the sole use of the respective owners or occupants of the plots upon which such garages are erected.

SCHOOLS: Buildings to be erected for schools, churches, libraries, art galleries, museums, apartment houses, clubs, office, studios, public garages, and garages any part of which is for the use of any person other than the owner, or for recreative, educational, religious, or philanthropic purposes may be erected or maintained by the Grantors in such locations as they may determined and by others in locations approved by the Grantors, provided, however, that in the latter event no building shall be erected, maintained or used for any of the said purposes, except by the Grantors, unless in each case there shall have been filed in the proper office of record a deed or other instrument in writing executed by the Grantors approving, specifying and limited the uses to which such building may be put;

BUSINESS HOUSES - LIMITATIONS: with the approval of the Grantors, buildings may be erected, maintained or used for business purposes at the corners of Stony Run Drive and Lake Avenue, provided, however that said use shall not extend farther than one hundred (100) feet east of Stony Run Drive or one hundred and seventy-five (175) feet south of Lake Avenue; and at the corner of Lake Avenue and Charles Street Avenue, provided, however that such use shall not extend farther than two hundred and fifteen (215) feet south of Lake Avenue or three hundred (300) feet west of Charles Street Avenue; and provided further that the restrictions contained in Subdivision II shall apply in the case of every building built under the provisions of this paragraph.

Subdivisions IV, V, and VI hereof shall not apply to a business building being erected on a plot included in the areas mentioned in the preceding paragraphs as being reserved for business purposes except to the extent that the Grantor shall expressly specify in a deed or other instrument filed for record before or after the erection of such building.

PARKS & PLAYGROUNDS: Parks and playgrounds may be laid out and maintained in locations approved in writing by the Grantors.

SIGNS:

- 1.) The signs must be placed in such a fashion that they can be easily removed and shall be no more than four (4) feet in height from the ground to the top most portion of the sign and no more than two and one-half (2 1/2) feet in width.
- 2.) There may be no more than one sign per tract.
- 3.) The signs may contain the following information only:
 - a) That the property is either "For Sale" or "For Rent," plus the name and the telephone number of the real estate firm and the name and telephone number of the agent of that firm.
 - b) No other "add-on" signs promoting special features or dispensing literature shall be permitted.
- 4.) One "Open House" sign may be displayed on the tract during the time that the home is advertised in the media as being "Open." Small directional "Open House" signs, no more than two (2) feet above the ground, may be placed where Lake Avenue intersects Bellemore Road and/or Melrose Avenue, in order to direct potential buyers to a home within the neighborhood. Necessary similar signs at appropriate internal intersections for directional purposes shall be allowed for the same time period as stated above. It shall be the responsibility of the property owner and/or the real estate agent to obtain permission for the owner of the property on which such "Open House" signs are placed, as the Orchards Association does not hereby grant such permission.
- 5.) Property that is not handled by a real estate firm may have signs of similar dimensions in locations as stated above, indicating that such property is "For Sale/Rent By Owner." "Auction" signs shall meet the same conditions.
- 6.) As an exception to the foregoing, properties on Lake Avenue having addresses 107, 109, 111, 113, and 115, which have no direct visibility from Lake Avenue, may place one similar sign directly in front of each such property on the Lake Avenue side of the grass plot dividing Lake Avenue and the service road to the south.

SUBDIVISION IV - SETBACK

No building, or part thereof, except as hereinbefore provided, shall be erected or maintained on any part of said tract closer to any street twenty-five (25) feet or more in width on which abuts the plot upon which such building is to be erected, than is specified in the "Schedule of Setbacks," hereinafter set out in Subdivision XV hereof or in any subsequent schedule or schedules therein provided for.

COVERED PORCHES: A covered unenclosed porch, no part of which is more than fifteen (15) above the level of the first floor of the building, may encroach on any such restricted area by projecting thereon not more than twelve (12) feet.

STEPS, ETC.: Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor building, may be built and maintained on any part of such restricted area.

BAY WINDOWS: Single story bay, bow and oriel windows not more than fifteen (15) feet in height (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than three (3) feet, by the total horizontal plane area of such encroachments on any side of a detached building or of each of a block of buildings is not to exceed thirty (30) square feet.

FROM REAR: No building or part thereof, nor any garage, either attached to the building or detached from it, shall be erected or permitted within twelve (12) feet of the rear line of any plot shown on said plat, nor in any case closer to any side street twenty-five (25) feet or more in width than is specified in the "Schedule of Setbacks" above referred to.

The Grantors shall, in all cases, have the right to say and determine, for purposes of this Deed and Agreement, what is the level of the first floor of any building or of any part thereof; which shall be held to be the front, side or rear lines of any plot and also the amount of the setback from said lines necessary to conform to the requirements hereof, and the Grantors' judgment and determination thereon shall be final.

SUBDIVISION V - FREE SPACES

MINIMUM FREE SPACES: Free or open spaces shall be left on every plot built upon, on both sides of every building erected thereon, which free spaces shall extend the full depth of the plot and shall be in addition to and independent of any free spaces pertaining to or required for any other building or any other plot. No part of any building, except as hereinafter provided, shall encroach on these free spaces. The aggregate width of such free spaces required on both sides of any building shall not be less than two-thirds of the total width of the building including any one story extension, nor in any case less than twenty-five (25) feet; in measuring the width of any building, only that portion of a covered unenclosed porch shall be taken into account that is more than fifteen (15) feet above the level of the main floor of the building.

DIVISION OF SPACES: The minimum width of such free space to be left on either side of any building shall be two-fifths of the minimum aggregate width of the free spaces required for such building.

ONE-STORY EXTENSION: One-story extensions of the building, no part of any wall of which is more than fifteen (15) feet above the level of the first floor of the building, may encroach upon such free spaces by projecting thereon not more than ten (10) feet, but not nearer than ten (10) feet to either exterior limit of such free spaces.

COVERED PORCHES: Covered unenclosed porches, the floors of which are not higher than the level of the first floor of the building, and no part of which is more than fifteen (15) feet above the level of the first floor of the building, may encroach upon such free spaces by projecting thereon nor more than ten (10) feet, but not nearer than (10) feet to either exterior limit of such free spaces.

A further encroachment of not more than two (2) feet may be made on any such free space by eaves, cornices and gutters.

Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such free spaces.

GARAGES: A garage, no part of which is further than thirty-seven (37) feet from the rear line of the lot, shall not be subject to the provisions of this Subdivision.

The provisions of this Subdivision shall not apply to that parcel of land lying on the west side of Stony Run Drive except to the extent that the Grantor shall expressly specify in a deed or other instrument filed for record before or after subdividing said parcel into lots.

SUBDIVISION VI - APPROVAL OF PLAN

No building, fence, wall or other structure shall be commenced, erected or maintained on said tract, nor shall any addition to or change or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme and location of such structure and the grading plan of the plot to be built upon shall have been submitted to, and approved in writing by the Grantors, and a copy thereof, as finally approved, lodged permanently with the Grantors; no roadway shall be constructed or maintained into a plot from a street twenty-five (25) feet or more in width, until the plans and specifications thereof shall have been submitted to, and approved in writing by the Grantors, and a copy thereof, as finally approved, lodged permanently with the Grantors; no awning other than a window awning shall be constructed or maintained on any building or structure or on any land in said tract until the plans and specifications therefor and a sample of the awning material shall have been submitted to and approved in writing by the Grantors, and a copy of said plans and specifications and a sample of said awning material, as finally approved, lodged permanently with the Grantors; no window awning shall be constructed or maintained on any building until a sample of the awning material shall have been submitted to and approved in writing by the Grantors, and a sample thereof, as finally approved, lodged permanently with the Grantors.

The Grantors shall have the right to refuse to approve any such plans or specifications, grading plan or material that are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications, grading plan or material they shall have the right to take into consideration the suitability of the proposed building, awning or other structure and of the materials of which it is to be build, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building, awning or other structure of the roadway, as planned, on the outlook from the adjacent or neighboring property.

Approval given hereunder shall become null and void unless construction is begun within six (6) months from the date of such approval and completed with reasonable expedition.

SUBDIVISION VII - RIGHT TO MODIFY

The Grantors hereby expressly reserve the right, at any time or from time to time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained in Subdivision III, IV, V and VI hereof, as to any part of the land then owned by the Grantors in said tract and, with the consent of the then owner, as to any other part of the land included in said tract; provided, however, that any such annulment, waiver, change or modification shall be evidenced by a written instrument duly executed and acknowledged by the Grantors and recorded in the Land Records of Baltimore City, the said then owner joining as a party in said instrument where necessary to show consent in respect of any land belonging to said owner.

SUBDIVISION VIII - EASEMENTS & RIGHTS RESERVED

The Grantors reserve the right to enter upon any lot and trim or prune, at the expense of the owner maintaining the same, any hedge or other planting, that, in the Grantors' opinion, by reason of its location on the lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property, or obscures the view of street traffic, or is unattractive in appearance.

The right and easement are reserved to construct and maintain on the rear portion of any lot, shown on said plat or hereafter laid out in parcels shown on said plat, the anchors and guys, with their attachments, that may be reasonably necessary in the construction and maintenance of pole lines erected in furnishing electric current and/or telephone and/or other public utility services to the occupants of said tract. The right is reserved to prune or trim any tree or shrub on any lot that interferes with the construction, maintenance or efficiency of said electric, telephone or other public utility services.

Easements and right-of-way are hereby expressly reserved in and over the rear seven (7) feet of each lot shown on said plat and also in and over the strips of land indicated as "Reservations" on said plat.

Said easements, rights-of-way and reservations, as mentioned herein or as shown on said recorded plat, shall be for the following purposes:

For the erection, construction and maintenance, whether heretofore or hereafter erected and constructed, of poles, wires and conduits, and of the necessary or proper attachments in connection therewith for the transmission of electric current and for telephone and other public utility services;

For the construction and maintenance, whether heretofore or hereafter constructed, of storm-water drains, land drains, sewers, pipelines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method beneath the surface of the ground.

For the construction and maintenance of lanes, driveways or paths when and as such construction and maintenance are approved in writing by the Grantors, for ingress and egress to and from any or all of the lots upon which such reservations are contained.

The Grantors shall have the right to enter upon said reserved strips of land, for any of the purposes for which said easement and rights-of-way are reserved.

The Grantors reserve the right, at the time of or after grading any street or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street to a slope of not to exceed two feet horizontally for each one foot of height thereof, but the Grantors shall not be obligated to do such grading or to maintain the slope.

SUBDIVISION IX - STREETS

NOT DEDICATED: It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street shown on said plat, the title to all such streets, except those as above set forth which have heretofore been conveyed to the Mayor and City Council of Baltimore by deed dated June 14, 1929, and recorded in the Land Records of Baltimore City in Liber S.C.L. 5022, Folio 196, being hereby expressly reserved to the Grantors; nor shall any deed from the Grantors hereafter made, conveying any part of the land included in said tract, be held to convey the title to or to dedicate the bed of any street, except where expressly so conveyed or dedicated in the deed.

CONDEMNATION: If any public authority shall condemn for public uses any street or streets, included in said tract and if in the condemnation proceeding damages shall be awarded to the Grantors for the taking of such street, or streets, the Grantors agree to apply the amount received by them as damages in each condemnation proceeding, or so much thereof as may be necessary for the purpose, toward reimbursing the owners of any land included in said tract, against whom in such proceeding benefits may have been assessed in excess of the damages awarded to them.

USE OF STREETS: The Grantors hereby give and grant to each owner, hereafter acquiring title to any of the land included in said tract, the right to such use of the streets, shown on said plat or which may hereafter be laid out in said tract, as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such owner; but, subject to such user by said owners, the Grantors expressly reserve to themselves the title to both the surfaces and beds of all said streets, except those heretofore conveyed as aforesaid, and the right to use and occupy the same or to allow others so to do in any manner that does not materially interfere with said user of ingress and egress, and they further expressly reserve the right to relocate, close or partly close any existing street, except those heretofore conveyed as aforesaid, as shown on said plat by filing among the Land Records of Baltimore City a declaration executed by the Grantors and a plat accompanying same showing any such relocation, closing, partial closing or opening of any such street, but no change of location, grade or closing shall be made that will prevent reasonably convenient ingress and egress to and from, or take any portion of, any lot sold or conveyed by the Grantors prior to such change of location, grade or closing.

The Grantors reserve, however, the right to dedicate to public use and the right to convey to any public authority or to any corporation having power to acquire the same, any or all of its right, title and interest in and to any street shown on said plat or hereafter laid out in said tract, subject to the rights of owners of any land included in said tract as hereinbefore granted.

The Grantors further reserve the right to subdivide any parcel or portion of any parcel shown on said plat and to resubdivide any subdivision shown on said plat or hereafter made, in either case by filing a declaration in writing and duly recorded among Land Records of Baltimore City together with a plat accompanying same and showing the subdivision or resubdivision thereby made in pursuance hereof.

SUBDIVISION X - MAINTENANCE CHARGE

All the land included in said tract (except as hereinafter mentioned) whether owned by the Grantors or by others, except streets shown on said plat or hereafter laid out and except land taken or sold for or devoted to public improvements or uses, or to the general benefit or use of the occupants of said tract, shall be subject to an annual Community Maintenance Charge at the rate of thirty (30) cents per hundred (100) square feet of area, for each year, or a fractional part thereof, commencing with the year 1936, for the purpose of creating a fund, to be paid by the respective owners of the land included in said tract to the Grantors annually, in advance, on the first day of January in each year.

ADJUSTMENT OF CHARGE: The amount of said annual Charge may be adjusted from year to year by the Grantors as the needs of the property may, in their judgment, require, but in no event shall such amount be raised above thirty (30) cents per one hundred (100) square feet of area for any calendar year.

If a deficit occurs in said Fund in any calendar year, said deficit may be made up from the fund collected during the succeeding calendar year or years.

If the amount of the annual Charge levied on the first day of January in any year be less than thirty (30) cents per one hundred (100) square feet of area, the Grantors may, in their discretion, increase such levy at any time during said year to thirty (30) cents per one hundred (100) square feet of area, but in no event shall the total amount levied for said year be raised above thirty (30) cents per hundred (100) square feet of area.

APPLICATION OF FUND: The Grantors agree to pay their proper proportion into said fund for the land owned by them on the first day of January of each year and to apply the total fund arising from said Charge, as far as the same may be sufficient, towards the payment of Community maintenance expenses, incurred for the following purposes:

For lighting, improving and maintaining the street, and the parks and playgrounds, if any, maintained for the general use of owners and occupants of land included in said tract, including all grass and planted areas within the boundaries of such streets, parks and playgrounds;

For operating and maintaining storm-water drains and sanitary sewers, heretofore or hereafter constructed in said tract;

For caring for unimproved and for improved by unoccupied land, on which said Community Maintenance Charge is being paid and for removing the grass and weeds therefrom;

For expenses incident to the examination and approval of plans as herein provided, and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained;

For taxes and assessments, if any, that may be levied by any public authority upon the streets, parks, and playgrounds, nor or hereafter opened, laid out or established for the general use of the owners of land included in said tract;

For doing any other thing that, in the opinion of the Grantors, may be of general benefit to the said owners.

EXEMPTION FROM CHARGE: No lot or plot included in "The Orchards" shall be subject to said annual Community Maintenance Charge, until the driveway of the street on which it fronts shall have once been surfaced with some form of pavement intended to be permanent. The land included in the parcels lettered A, B, C and D shown on said plat shall not be subject to said annual Community Maintenance Charge until said parcels shall have been sold as a parcel or subdivided into lots, and in the latter case not until, in addition, the driveway of the street on which any such lot fronts shall have once been surfaced with some form of pavement intended to be permanent,

Said annual Charge shall be apportioned and paid, for the calendar year in which the paving is completed that renders the lot or plot subject to the charge, as of the first day of the month succeeding the date of completion of such paving.

CHANGE OF LIEN: It is expressly agreed that said Community Maintenance Charge shall constitute a lien or encumbrance on the land with respect to which said Charge is made, and that by the acceptance of title to any of the land included in said tract the owner from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Grantors the Charge provided for in this Subdivision, due and unpaid at the time of his acquiring title, in respect of the land acquired, and to pay such Charge thereafter falling due, as long as he shall hold title of record, without the right in any event to reimbursement for any Charge that he may have paid in advance; a certificate in writing, signed by the Grantors, shall be given on demand to any owner liable for said Charge, setting forth the status of such owner and of the land, in reference to which the inquiry is made, with respect to said Charge; such certificate, in favor of anyone relying thereon to his damage, shall be binding on the Grantors.

By acceptance of title each owner shall be held to vest in the Grantors the right and power, in their own name, to take and prosecute all actions or suits, legal, equitable or otherwise, which may, in the opinion of the Grantors, be necessary or advisable for the collection of such Charge.

Said Charge, at the discretion of and with the consent in writing of the Grantors, and upon such conditions as they may impose, may be subordinated to the lien of any mortgage on any part of said tract, provided such subordination shall apply only to the Charge that shall have become payable prior to the passing of title under foreclosure of such mortgage, and nothing herein or in any consent to subordination given by the Grantors shall be held to affect the rights herein given to enforce the collection of such Charge accruing after sale under foreclosure of such mortgage.

SUBDIVISION XI - RIGHT TO ABATE VIOLATIONS

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantors in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, and structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Grantors shall not thereby be deemed guilty of any manner of trespass of such entry, abatement, or removal.

SUBDIVISION XII - RIGHT TO ENFORCE

The provisions herein contained shall run with and bind the land included in said tract and shall inure to the benefit of and be enforceable by the Grantors and/or by the owner of any land included in said tract. Their respective legal representatives, heirs, successors and assigns, and failure by the Grantors and/or by any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

SUBDIVISION XIII - RIGHT TO TERMINATE

All the covenants, agreements, easements, reservations, restrictions, conditions and charges contained herein shall be in perpetuity; provided, however, that in the year 1966, and in each twentieth year thereafter (that is, in the year 1986, in the year 2006, etc.) any of the provisions contained in Subdivisions III, IV, V, VI, VII and X may be cancelled, annulled, or abrogated, in whole or in part, by the recording among the Land Records of Baltimore City of an instrument in writing, executed by the then owners of a majority in area of the land included in said tract, exclusive of streets, parks, playgrounds and other

land then devoted to public use or the general use of the occupants of said tract, which instruments shall specifically set out the provisions of this Deed and Agreement that are thereby cancelled, annulled or abrogated.

SUBDIVISION XIV - GRANTORS' DUTIES AND OBLIGATIONS

GRANTORS CHARGE: The Grantors hereby accept the duties and obligations imposed upon them by this Deed and Agreement, and agree to discharge the same without charge for their services, except that for the collection and disbursement of said Maintenance Fund provided for in Subdivision X hereof and for all overhead and office expenses and for the use of all tools, machines and other equipment furnished by them, the Grantors shall be entitled to charge fifteen per cent (15%) of the amount of all expenditures made by them from said Fund, including in such expenditures payment to the Grantors at current market prices for labor and material furnished and work done by them.

The Grantors shall exercise their discretion and judgment as to the amount of said Fund to be expended in connection with each of the purposes, for which said Fund is collected, and their decision in reference thereto shall be binding upon all parties interested.

SUFFICIENCY OF FUND: The Grantors do not guarantee the sufficiency of said Fund for the purposes set forth in Subdivision X hereof, and their liability in respect thereto shall be limited to the payment of their proper share thereof, in proportion to the land owned by them and liable therefor.

RIGHT TO ASSIGN: Any or all of the rights, titles, easements, reservations, and estates given to, or reserved by, the Grantors in this Deed and Agreement may be assigned in whole or in part to one or more corporations or associations and likewise all of the powers (including discretionary powers), duties and obligations given to, assumed by, or imposed upon, the Grantors by this Deed and Agreement may be assigned and transferred to one or more corporations, associations or persons agreeing to assume, exercise, carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its or their consent to the acceptance and assumption of such powers, duties and obligations; and such assignee or transferee shall thereupon have the same powers and be subject to the same duties and obligations as are herein given to, or assumed by, or imposed upon the Grantors, the Grantors thereupon being released therefrom.

As to any lot or parcel in the above schedule, or in any other schedules hereinafter provided for in this paragraph, as to which the setback is designated as "Special," the setback, from an street twenty-five (25) feet or more in width, shall be as the Grantor shall specify in any deed or deeds hereafter made conveying the whole or any part of said lot or parcel; the Grantor, however, may at any time, or from time to time, file for record among the Land Records of Baltimore City an instrument or instruments of writing, duly executed and acknowledged by it, containing in detail a schedules of setbacks thereafter applying to all or any part or parts of any such lot or parcel.

Witness the signature of Safe Deposit and Trust Company of Baltimore, in its capacities as Trustees as aforesaid, by W.R. Hubner, its Vice-President and its corporate seal hereto affixed; witness also the hand and seal of Douglas H. Gordon, Jr., as Trustee and in his individual capacity.

Witness:
Edward M. McKewen

Douglas H. Gordon, Jr. (Seal)

**Safe Deposit and Trust Company
of Baltimore**

Attest:
J.K. Bigstocke
Assistant Secretary

By: W.R. Hubner
Vice-President

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(CORPORATE)
(SEAL)

Trustees under Decree of Circuit Court of Baltimore City passed February 20, 1936, in the proceedings entitled "Ex Parte in the matter of the Sole and Separate Estate of Elizabeth Clarke Gordon."