

EXHIBIT A"RESTRICTIONS IMPOSED ON LOTS IN GLENMONT SUBDIVISION"

Lots 1 to 18, inclusive, Block A, Lots 4 to 9, inclusive, and Lots 20 and 21, Block F, and Lots 7 to 10, inclusive, Block H, as said lots are shown and delineated on the plat entitled "Plat One, Section 1, Area 1, Glenmont", and recorded among the Land Records of Howard County as Plat #3572, and Lots 19 to 36, inclusive, Block A, Lots 1 to 24, inclusive, Block B, Lots 1 and 2, Block E, Lots 1 and 2, Block G, and Lots 1 to 6, inclusive, Block H, as said lots are shown and delineated on the plat entitled "Plat Two, Section 1, Area 1, Glenmont", and recorded among the Land Records of Howard County as Plat #3573 (said two plats [Plat #3572 and #3573] 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:

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: a real estate sales or construction office

or trailer, and 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.

No 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, or any sign, 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, 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 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 4, 5, 7, 24, 33 or 34, Block A; and (ii) the post-type lighting fixture required on Lot 17, Block B, and Lot 1, Block H, shall be located not more than twenty feet from the side lot line, running along 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 provide more than fifty candle power, does not reflect more than fifteen candle power 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. Fayette Street, Baltimore, Maryland, 21202; Thomas J. Reynolds, 19 East Fayette Street, Baltimore, Maryland, 21202; and Leonard C. Gore, 19 East Fayette 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, trustees, 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 per-

formance 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, to the end and intent that no such structure shall be located on any lot closer to the front lot line than fifty feet, or closer to the side street line than forty feet, except as follows: no such structure shall be located on Lots 4, 5, 7, 24, 33, or 34, Block A, Lot 17, Block B, or Lot 1, Block H, closer than the setback line designated therefor on the Plats of Glenmont, providing a setback of fifty feet, or more, from any street. 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 1, 2, 3, 4, or 5, Block A, or Lots 20 or 21, 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 pipelines, as 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. However, an encroachment 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 thereof. Where two adjacent houses are set back different distances from the street, no fence or wall between such two adjacent houses shall be closer to the street than the front wall of the house 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 numbered 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 numbered 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 numbered 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", Colonial Corner 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:

Harriet Schnitzer  
Harriet Schnitzer-Secretary

THE DREW COMPANY

By

Eugene P. Smith (SEAL)  
Eugene P. Smith, President  
Grantor

ATTEST:

William W. Simpson  
William W. Simpson-Secretary

COLONIAL CORNER SERVICE CORPORATION

By

Robert E. Hecht (SEAL)  
Robert E. Hecht, President  
Grantee

ATTEST:

Edwin M. Hurd  
Edwin M. Hurd, Secretary

BALTIMORE FEDERAL SAVINGS AND LOAN  
ASSOCIATION

By

Thomas J. Reynolds (SEAL)  
Thomas J. Reynolds, Vice-President  
Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 22nd day of February, 1977, before me, the subscriber, a Notary Public of the State of Maryland, City in and for the ~~COUNTY~~ 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.

*Claire A. Mooney*  
CLAIRE A. MOONEY  
Notary Public  
BALTIMORE

My Commission Expires:  
July 1, 1978

PAYMENT OF TAXES  
NOT NECESSARY

J. D. CAMPBELL  
DIRECTOR OF FINANCE OF HOWARD COUNTY  
3/10/77

Received for Transfer  
HOWARD COUNTY

*Mary H. Howard*  
Transfer Clerk 3/10/77

*Mailed to:  
Weinberg & Green, Esqs.  
Baltimore, Md. - 21202*

REC'D. FOR RECORD MAR 10 1977  
MAR 10 1977  
MAR C. MERRITT PUBLISHING

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