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J. JOSEPH CURRAN, JR.
Attorney General

DONNA HILL STATON
MAUREEN M. DOVE
Deputy Attorneys General



DS JSV DS JW

STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL

TELECOPIER No.
(410) 576-6393

WRITER'S DIRECT DIAL No.
(410) 576-7292

10 September 2004

BY FACSIMILE & REGULAR MAIL

Douglas S. Walker, Esquire
Royston, Mueller, McLean & Reid, LLP
The Royston Building, Suite 600
102 West Pennsylvania Avenue
Towson, Maryland 21204-4575

Re: **Murray Hill Committee**

Dear Mr. Walker:

You have requested that the Clerk of the Circuit Court for Baltimore County (the "Clerk") file a certified copy of the Deed and Agreement, dated 21 June 1939, between Murray Hill Corporation and George Hebner, Jr. as recorded in the Land Records of the Clerk of the Circuit Court for Baltimore County in Liber 1065, folio 84 *et seq.* (the "Deed") in the Homeowners Association Depository (the "HOA Depository") maintained by the Clerk pursuant to § 11B-113(b) of the Real Property Article of the Maryland Code.¹ A copy of the Deed is attached to this letter.

The Deed imposed certain covenants, conditions, easements and restrictions on the development known as Murray Hill. In addition to the quasi-zoning code and quasi-building code covenants and restrictions found in Sub-Divisions II through IV of the Deed (which would be enforceable by any lot owner), Sub-Division V of the Deed authorizes the election of a "Committee" to review, approve or disapprove, and keep on file all plans and specifications for building or altering improvements on the lots within Murray Hill. Your client is such Committee. It is your position, on behalf of your client, that the Deed qualifies

¹ Such section is part of Title 11B of the Real Property Article, which, pursuant to § 11B-114 thereof, may be cited as the Maryland Homeowners Association Act.

200 Saint Paul Place ♦ Baltimore, Maryland 21202-2021

Main Office (410) 576-6300 ♦ Main Office Toll Free (888) 743-0023 ♦ D.C. Metro (301) 470-7534

Consumer Complaints and Inquiries (410) 528-8662 ♦ Health Advocacy Unit/Billing Complaints (410) 528-1840

Health Advocacy Unit Toll Free (877) 261-8807 ♦ Homebuilders Division Toll Free (877) 259-4525 ♦ Telephone for Deaf: (410) 576-6372

www.oag.state.md.us

BALTIMORE COUNTY CIRCUIT COURT (Homeowners Association Record) SM 38, p. 0440, MSA_CE539_38. Date available 05/20/2015. Printed 10/21/2002.



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as a "declaration,"² Murray Hill qualifies as a "development,"³ and the Committee qualifies as a "homeowners association"⁴ or "governing body."⁵

When first presented for filing, the Clerk's staff, on my advice, did not accept the Deed for filing in the HOA Depository on the grounds that, for purposes of the Maryland Homeowners Association Act, (i) because the Deed does not authorize the imposition of "any mandatory fee in connection with the provision of services or otherwise for the benefit of some or all of the lots, the owners or occupants of lots, or the common areas," it is not a "declaration," (ii) because the Deed is not a "declaration," Murray Hill cannot be a "development" and the Committee cannot be a "homeowners association" or a "governing body," and (iii) without a "homeowners association," there can be no disclosures required under § 11B-112(c) that the Clerk would be required to file in the HOA Depository pursuant to § 11B-113(c)(3).

However, your position is that there is authority in the Deed for the Committee to charge fees in connection with its services. In addition, you point out that, if a court were to determine that, contrary to my analysis, the Deed is a "declaration," then the consequences for the Committee could be severe — § 11B-112(c)(3) provides that a declaration or other required disclosure is unenforceable until deposited in the appropriate homeowners association depository.

² As of the date of this letter, § 11B-101(d) defines "declaration" as follows:

(1) "Declaration" means an instrument, however, denominated, recorded among the land records of the county in which the property of the declarant is located, that creates the authority for a homeowners association to impose on lots, or on the owners or occupants of lots, or on another homeowners association, condominium, or cooperative housing corporation any mandatory fee in connection with the provision of services or otherwise for the benefit of some or all of the lots, the owners or occupants of lots, or the common areas.

(2) "Declaration" includes any amendment or supplement to the instruments described in paragraph (1) of this subsection.

(3) "Declaration" does not include a private right-of-way or similar agreement unless it requires a mandatory fee payable annually or at more frequent intervals.

³ As of the date of this letter, § 11B-101(f) defines "development" as follows:

(1) "Development" means property subject to a declaration.

(2) "Development" includes property comprising a condominium or cooperative housing corporation to the extent that the property is part of a development.

(3) "Development" does not include a cooperative housing corporation or a condominium.

⁴ As of the date of this letter, § 11B-101(h) defines "homeowners association" as follows:

(1) "Homeowners association" means a person having the authority to enforce the provisions of a declaration.

(2) "Homeowners association" includes an incorporated or unincorporated association.

⁵ As of the date of this letter, § 11B-101(g) defines "governing body" as "the homeowners association, board of directors, or other entity established to govern the development."

Douglas S. Walker, Esquire
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I have discussed your position with the Clerk's staff and we have decided to accept the Deed for filing in the HOA Depository, provided that it be filed with a copy of this letter to evidence your acknowledgment that:

- (1) the filing of the Deed in the HOA Depository may not be construed as an express or implied determination or agreement by the Clerk that, for purposes of the Maryland Homeowners Association Act, that the Deed qualifies as a "declaration," Murray Hill qualifies as a "development," or the Committee qualifies as a "homeowners association" or "governing body"; and
- (2) the restrictive covenant in the second paragraph of Sub-Division II of the Deed⁶ is null, void and of no effect as contrary to the laws and public policy of the County of Baltimore and the State of Maryland, as well as contrary to the Constitution and laws of the United States of America.

The Clerk's staff will enter "Murray Hill Committee" as the name of the "homeowners association" in the index maintained pursuant to § 11B-113(c)(2) and file the Deed in the HOA Depository under that name.

Please do not hesitate to contact me if you have any questions or would like to discuss this matter further. In addition to the telephone and facsimile numbers listed above, I can be reached via e-mail at bbenshoof@oag.state.md.us.

Sincerely,



Bruce L. Benshoof
Assistant Attorney General

BLB

Attachment

cc: Ms. Suzanne Mensh (by fax & mail)
Ms. Sonia Reynolds (by fax & mail)
Ms. Deborah Malvaso (by fax & mail)

⁶ Such paragraph states that:

At no time shall the land included in said tract or any part thereof or any building erected thereon be occupied by any oriental, negro or person of negro or oriental extraction. This prohibition however is not intended to include the occupancy by a negro domestic servant or other person while employed in or about the premises by the owner or occupant of any land included in said tract.

with warrant specially the property granted and that he will execute such further assurances of the same as may be requisite

Witness the hand and seal of the said Grantor

Test

Chas C Counselman

State of Maryland City of Baltimore To Wit

Herbert F Kuenne (Seal)

RECORDING FEE
TOTAL

24.00
58.00

I Hereby Certify that on this 1st day of May in the year nineteen hundred and thirty nine before me the subscriber a Notary Public of the State of Maryland duly commissioned and qualified in and for the City of Baltimore aforesaid personally appeared Herbert F Kuenne the Grantor in the foregoing Deed and acknowledged the foregoing Deed to be his act and deed

Witness my hand and Notarial Seal

(Notarial Seal)

RECORDED
Nov 12 1939

Chas C Counselman
Notary Public

Recorded May 11 1939 at 2:10 P M and Examined per C Willing Browne Jr Clerk

126099

Murray Hill Corporation
Deed & Agt with
George Hebner Jr

This Deed and Agreement is made as of June 21 1939 by and between Murray Hill Corporation a corporation of the State of Maryland (hereinafter called the "Grantor") Party of the First Part and George Hebner Jr of Baltimore City State of Maryland (hereinafter called the "Purchaser")

16/22/39

Party of the Second Part

Whereas the Grantor owns a tract of land (hereinafter referred to as "Murray Hill") lying in the Ninth Election District of Baltimore County in the State of Maryland which it has caused to be subdivided unto lots and parcels which are designated as lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, and 66 on a plat heroby expressly made a part hereof and filed concurrently herewith among the Land Records of said Baltimore County and marked "Murray Hill 1939" and

Whereas the Grantor is developing and improving said tract of land shown on said plat and has subdivided the same into parcels and lots in the manner and as shown on said plat and is desirous of subjecting all of said tract of land and the lots and parcels shown on said plat to certain covenants agreements easements reservations restrictions conditions and charges as hereinafter set forth and

Whereas the Purchaser is desirous of purchasing a certain lot and parcel in said tract of land and is desirous of cooperating with the Grantor for the purpose of making the covenants agreements easements reservations restrictions conditions and charges hereinafter set out binding alike upon the Grantor its successor or successors and assigns and upon the Purchaser his 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 as shown on the said plat and upon the present and future owners and occupants of the same the Grantor and the Purchaser have agreed to enter into this Deed and Agreement whereby the Grantor will convey to the Purchaser all of the aforementioned lots and parcels of land shown on said plat "Murray Hill 1939" under the streets shown on said plat and immediately

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hereafter the purchaser will reconvey to the Grantor charged with all the covenants, agreements, easements, reservations, restrictions, conditions and charges hereinafter set out all those lots of land so conveyed to him except the following lot viz Lot number 63 as shown on said plat "Murray Hill 1939" which lot and parcel the purchaser will hold and own in fee simple subject to all of the said covenants, agreements, easements, reservations, restrictions, conditions and charges.

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

The Grantor does hereby grant and convey unto the Purchaser, subject to the covenants, agreements, easements, reservations, restrictions, conditions and charges hereinafter set out all of those lots and parcels of land lying being and situated in the Ninth Election District of Baltimore County Maryland and shown as lots numbered 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65 and 66 respectively on the aforementioned plat "Murray Hill 1939" saving and excepting however from this grant all streets, avenues or public ways shown on said plat.

Together with the improvements thereon and all the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise 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, conditions and charges which it is hereby covenanted and agreed shall be binding upon the Grantor, its successors and assigns and upon the Purchaser, his heirs, personal representatives and assigns and upon all the land included in the said tract.

SUB-DIVISION I

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

The word "building" shall be deemed to include any building, garage or structure, or part or portion thereof including porches or steps.

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

The words "Murray Hill" tract of land shall be deemed to be all the land included in the lots hereinbefore enumerated and all the ways, avenues or streets shown on and included in said plat designated as "Murray Hill 1939" filed for record as hereinbefore stated.

SUB-DIVISION II

There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any brewery, distillery, malthouse, slaughterhouse, 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 or any kind of yard, hog pen, poultry yard or cow house, privy, vault or any form of privy, nor any plant, manufactory or establishment for the purpose of making or preparing soap, candles, stearns, gun powder, dynamite or other explosive, black powder, nitrate, sulphur, saltpetre, gunpowder, dynamite or other explosive, blasting

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.

At no time shall the land included in said tract or any part thereof or any building erected thereon be occupied by any oriental negro or person of negro or oriental extraction. This prohibition however is not intended to include the occupancy by a negro domestic servant or other person while employed in or about the premises by the owner or occupant of any land included in said tract.

SUB-DIVISION III

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 not exceeding two and one-half (2½) stories in height each dwelling being designed for occupation by a single family and private garages may be erected for the sole use of the respective owners or occupants of the plots upon which such garages are erected.

No billboard, poster or advertising device or sign of any character excepting "For Sale" and/or "For Rent" signs or markers advertising the property on which such sign or marker shall stand shall be erected or maintained on said tract or on any building or structure on said tract.

SUB-DIVISION IV

No building or part thereof except as hereinafter provided shall be erected or maintained on any part of said tract closer to any street on which fronts the plot on which said building is to be or is erected than is specified in the "Schedule of Setbacks" hereinafter set out in Sub-division XI hereof or in any subsequent schedule or schedules herein provided for. Provided however that open or closed porches, bay windows or one-story additions extending not more than eighteen (18) feet above the ground, steps, walks or open terraces or fence walls not exceeding four (4) feet six (6) inches in height may with the written approval of the Grantor be permitted to project beyond the minimum setback line. The projection of such open or closed porches, bay windows or one-story additions beyond the minimum setback line however shall not exceed ten (10) feet.

No dwelling shall be erected or maintained on lots numbered 1, 3, 4 or 5 as shown on the said plat unless the exterior surface of the wall thereof nearest the front line of the plot on which it stands shall be fifty-five (55) feet or less from the westernmost line of Murray Hill Road as shown on said plat. No dwelling shall be erected or maintained on lots numbered 6, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 or 22 as shown on said plat unless the exterior surface of the wall thereof nearest the front line of the plot on which it fronts shall be seventy-five (75) feet or less from the front line of said plot. No dwelling shall be erected or maintained on any part of said tract other than on lots numbered 1, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 or 22 shown on the above mentioned plat unless the exterior surface of the wall nearest the front line of the plot on which the building stands shall be sixty (60) feet or less from the front line of the said plot.

No building or part thereof nor any garage either attached to the building or detached from it except as hereinafter provided shall be erected or maintained closer than ten (10) feet to the side line or lines of the plot or ground on which it is erected or within ten (10) feet of the rear line of any plot shown on said plat nor in any case closer than thirty (30) feet

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to any side street. Provided however that with the written approval of the Grantor any garage erected on the rear one-quarter of any lot or plot of ground may be erected ten (10) feet or less from the side line of any such lot or plot of ground unless the same shall be located on a corner.

No building shall be erected on any building plot having a total area of less than seven thousand five hundred (7,500) square feet.

No dwelling the ground floor area of which is less than seven hundred and fifty (750) square feet exclusive of outside porches or terraces shall be erected permitted or maintained on any building plot. It is hereby specifically agreed that lots numbered 7 and 8 shall front on Bellona Avenue lots numbered 16, 17, 18, 19, 20, 21 and 22 shall front on Charles Street Avenue and lots numbered 3, 4, 5, 10, 11, 12, 13, 14, 15, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65 and 66 shall front on Murray Hill Road lots numbered 1 and 9 being corner lots shall front on Bellona Avenue and/or Murray Hill Road and any dwelling constructed erected or maintained thereon may front on either of said two public ways Lot numbered 6 being a corner lot shall face on Bellona Avenue and/or Charles Street Avenue and any dwelling constructed erected or maintained thereon may front on either side of said two avenues No kitchen or other service entrance to any dwelling nor any garage shall be permitted to face on the road or avenue upon which fronts the lot or plot of ground on which such dwelling house or garage is erected unless the Grantor shall have first approved in writing the erection construction or maintaining of any such structure.

SUB-DIVISION V

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 except as hereinafter referred to approved in writing by the Committee to be formed as hereinafter provided and a copy thereof as finally approved lodged permanently with the Committee. No roadway shall be constructed or maintained into a plot from a street until the plans and specifications therefor shall have been submitted to and approved in writing by the Committee and a copy thereof as finally approved lodged permanently with the Committee.

The Committee 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 or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same the harmony thereof with the surroundings and the effect of the building or other structure or the roadway as planned on the outlook from the adjacent or neighboring property.

In the event that plans and specifications shall be filed with the Committee by the owner of any lot or ground forming a part of said tract said plans and specifications shall be approved or disapproved in writing by the Committee within sixty (60) days after the filing thereof. If the said plans and specifications shall not have been approved or disapproved by the Committee as herein provided then said plans and specifications shall be deemed to have been approved by the Committee and construction pursuant thereto may proceed as if the same

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had been approved in writing. The Committee herein referred to shall be appointed or elected by the owner or owners of a majority of the lots shown on the plat attached hereto marked "Murray Hill 1939" and the owner of each lot shall have one vote for each lot so owned.

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.

SUB-DIVISION VI

The Grantor hereby expressly reserves 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 Sub-divisions III, IV and V hereof as to any part of the land then owned by the Grantor 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 Grantor and recorded among the Land Records of Baltimore County the said when owner joining as a party in said instrument where necessary to show consent in respect of any land belonging to said owner.

SUB-DIVISION VII

The Grantor reserves 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 in the opinion of the Grantor unattractive in appearance.

The Grantor expressly reserves to itself a strip of land twenty (20) feet wide as shown on the said plat running in a northwesterly direction from Murray Hill Road and touching the rear portion of lots numbered 46, 47, 48, 51, 52, 53, 54, 55, 56, 57 and 58 for purposes of a public highway or lane to afford access to the rear of each of the lots referred to. The said reservation of the strip of land referred to shall be in addition to other reservations herein made in this Sub-division VI.

Easements and rights-of-way are hereby expressly reserved in and over the rear ten (10) feet of each lot shown on said plat and over the strip of land five (5) feet wide along the northeasternmost line of lots numbered 22 and 25 shown on said plat and the strip of land five (5) feet wide along the southwesternmost line of lot number 23 as shown on said plat over the strip of land five (5) feet wide along the northeasternmost line of lot number 23 over the strip of land five (5) feet wide along the southwesternmost line of lot number 24 over the strip of land five (5) feet wide along the northeast line of lot number 25 over the strip of land five (5) feet wide along the southwest line of lot number 26 over the strip of land five (5) feet wide along the northeast line of lot number 27 over the strip of land five (5) feet wide along the southwest line of lot number 28 over the strip of land five (5) feet wide along the northeast line of lot number 29 over the strip of land five (5) feet wide along the southeast line of lot number 30 over the strip of land five (5) feet wide along the northeast line of lot number 31 over the strip of land five (5) feet wide along the southeast line of lot number 32 over the strip of land five (5) feet wide along the northern line of lot number 33 over the strip of land five (5) feet wide along the southwest line of lot number 34 over the strip of land five (5) feet wide along the northwest line of lot number 35 over the strip of land five (5) feet wide along the southeast line of lot number 36 over the strip of land five (5) feet wide along the westernmost line of lot number 37 over the strip of land five (5) feet wide along the easternmost line of lot number 38.

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over the strip of land five (5) feet wide along the westernmost line of lot number 54 over the strip of land five (5) feet wide along the easternmost line of lot number 55 and over the strip of land five (5) feet wide along the easternmost line of lot number 53 and also over the several strips of land indicated as "Reservations" on said plat.

The right is also reserved to prune any tree or shrub on any lot that in the opinion of the grantor or its assignee interferes with the construction maintenance or efficiency of any electric telephone or other public utility services.

Said easements rights-of-way and reservations as mentioned herein or as shown on said recorded plat shall be for one or more of 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 pipe-lines 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 Grantor for ingress and egress to and from any or all of the lots upon which such reservations are contained.

The Grantor shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved. Any and all of the powers herein reserved to the Grantor or easements rights reservations or rights-of-way reserved by it in and over the lots comprising the tract herein referred to may be exercised by the Grantor its successors or assigns and the Grantor may at any time and from time to time grant license or licenses to any person body corporate or municipality to exercise any such powers easements rights reservations or rights-of-way.

SUB-DIVISION VIII

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor 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 any structure thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry abatement or removal.

SUB-DIVISION IX

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 Grantor and/or by the owner of any land included in said tract their respective legal representatives heirs successors and assigns and failure by the Grantor 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.

SUB-DIVISION X

All the covenants agreements easements reservations restrictions conditions and charges contained herein shall be in perpetuity provided however that in the year 1980 and in each fifth year thereafter (that is in the year 1985 in the year 1990 etc.) any of the provisions contained in Sub-divisions III, IV, V, VI, VII, VIII, IX and X herein shall be deemed to be abrogated.

whole or in part by the recording among the Land Records of Baltimore County 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 hereby cancelled, annulled or abrogated.

SUB-DIVISION XI

Schedule of Setbacks, referred to in Sub-Division IV

SCHEDULE OF SETBACKS			
Lot Number	Setback (in ft) from front Street	Lot Number	Setback (in ft) from front Street
1	30	35	40
3	30	36	40
4	30	37	40
5	30	38	40
6	50	39	40
7	40	40	40
8	40	41	40
9	40	42	40
10	40	43	45
11	40	44	35
12	40	45	25
13	40	46	30
14	40	47	30
15	40	48	30
16	50	49	30
17	50	50	30
18	50	51	30
19	50	52	30
20	50	53	30
21	50	54	30
22	50	55	30
23	40	56	30
24	40	57	30
25	40	58	30
26	40	59	40
27	40	60	40
28	40	61	30
29	40	62	25
30	40	63	25
31	40	64	35
32	40	65	25
33	40	66	25

Witness the signature of Murray Hill Corporation a body corporate created here by Board of Directors Vice-President and its corporate seal here to affixed duly attested by Secretary witness also the hand and seal of George Habber, Jr. purchaser hereinafter named on this day and date first above written.

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Witness
Ella M Wedekind

(Corporate Seal)

Murray Hill Corporation
By Seymour O'Brien
Vice-President

Attest

John D Armstrong Jr
Secretary

Witness

Ella M Wedekind

George Hehner Jr (Seal)

State of Maryland City of Baltimore ss:

I Hereby Certify that on this 21st day of June 1939 before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Seymour O'Brien Vice-President of Murray Hill Corporation a body corporate and acknowledged the foregoing Deed and Agreement as the act and deed of the said corporation

Witness my hand and Notarial Seal
(Notarial Seal)

Ella M Wedekind
Notary Public

State of Maryland City of Baltimore ss:

I Hereby Certify that on this 21st day of June 1939 before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared George Hehner Jr and acknowledged the foregoing Deed and Agreement as his act and deed

Witness my hand and Notarial Seal
(Notarial Seal)

Ella M Wedekind
Notary Public

Recorded June 22 1939 at 11:45 A M and Examined per

C William Brown Jr Clerk

126100
George Hehner Jr et al
Deed to
Murray Hill Corporation

This Deed made this 21st day of June 1939 by and between George Hehner Jr and Elizabeth H Hehner his wife of Baltimore City State of Maryland parties of the first part Grantors and Murray Hill Corporation a corporation of the State of Maryland party of the second part

Grantee.
Witnesseth that for and in consideration of the sum of Five (\$5.00) Dollars in hand paid by the Grantee to the Grantors each of which is hereby acknowledged the Grantors do hereby grant and convey unto the Grantee its successors and assigns subject to the covenants agreements easements reservations provisions conditions restrictions and charges hereinafter made a part of this Deed by reference thereto all the lots and parcels of land (except that hereinafter expressly excepted) marked and designated by numbers as set forth in the Deed and Agreement between the parties hereto hereinafter mentioned and as shown on the plat marked "Murray Hill 1039" which plat was expressly made a part of said Deed and Agreement and filed concurrently therewith which said plat is hereby referred to and expressly made a part of this Deed excepting however from this conveyance the following that is to say Lot No 85 which lot and parcel the Grantors consent and agree to hold and hereafter convey subject to the covenants agreements easements reservations provisions conditions restrictions and charges set forth in the Deed and Agreement hereinafter mentioned

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BALTIMORE COUNTY CIRCUIT COURT (Homeowners Association Record) SM 38, p. 0451, MSA_CE559_38. Date available 05/20/2015. Printed 10/21/2022

11-12-04

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the foregoing is a true copy of the original
DEED taken from the records of said Circuit Court
recorded in Liber CWP No. 1065
Folio 84-91 one of the LAND
records of Baltimore County.

IN TESTIMONY WHEREOF I hereunto set my hand
and affix the seal of the Circuit Court for
Baltimore, County
this 20 day of MARCH 2003

[Signature]

Clark of the Circuit Court of Baltimore County