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Copy of  
DEED AND AGREEMENT  
between  
Murray Hill Corporation  
and  
George Hebner, Jr.

Containing Restrictions,  
Conditions, Charges, Etc.  
Relating to

MURRAY HILL

This pamphlet should be carefully  
read and preserved. See notice.

NOTICE

Lots in Murray Hill will be conveyed by Murray Hill Corporation, subject to the provisions of the Deed and Agreement of which the within is a copy.

As the restrictions, easements, covenants, conditions, charges, etc., affecting Murray Hill are contained ONLY in this instrument and will NOT be repeated in the deeds from the Company to purchasers, it is essential that, for their information and guidance, purchasers should carefully read and preserve this pamphlet; upon sale, the pamphlet should be given to the subsequent purchaser.

In every contract of sale or mortgage of land in Murray Hill or conveyance by deed, a proper reference should be made in the conveyance to the Deed and Agreement.

Murray Hill Corporation

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"), 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 into lots and parcels which are designated 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 on a plat hereby 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", except the streets shown on said plat, and immediately thereafter 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 situate 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, 41, 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", "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 of any kind, cattle yard, hogpen, fowl yard or fowl house, 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 explosive, 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.

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 forty-five (45) 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, 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, 16, 17, 18, 19, 20, 21 or 22 shown on the aforementioned 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 of 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 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, 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 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 of 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 said 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 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 then 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 Grantor's 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 VII.

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 15 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 northeast line of lot number 33, over the strip of land five (5) feet wide along the southwest line of lot number 59, over the strip of land five (5) feet wide along the northwest line of lot number 60, over the strip of land five (5) feet wide along the southeast line of lot number 61, over the strip of land five (5) feet wide along the westernmost line of lot number 62, over the strip of land five (5) feet wide along the easternmost line of lot number 63, over the strip of land five (5) feet wide along the westernmost line of lot number 64, over the strip of land five (5) feet wide along the easternmost line of lot number 65, 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 1960, and in each twentieth year thereafter (that is, in the year 1980, in the year 2000, etc.) any of the provisions contained in Subdivisions III, IV, V, VI and VII may be cancelled, annulled, or abrogated, in 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	25
32	40	65	25
33	40	66	25



WITNESS the signature of Murray Hill Corporation, a body corporate, Grantor herein, by Seymour O'Brien, its Vice-President, and its corporate seal hereto affixed, duly attested by its Secretary; witness also the hand and seal of George Hebner, Jr., Purchaser herein named, all on the day and date first above written.

MURRAY HILL CORPORATION,

By Seymour O'Brien,  
Vice-President.

(Corporate Seal)

Witness:

Ella M. Wedekind.

Attest:

John D. Armstrong, Jr.  
Secretary.

George Hebner, Jr. (Seal)

Witness:

Ella M. Wedekind.

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.

Ella M. Wedekind,  
Notary Public.

(Notary 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 GEORGE HEBNER, JR., and acknowledged the foregoing Deed and Agreement as his act and deed.

WITNESS my hand and Notarial Seal.

Ella M. Wedekind,  
Notary Public.

(Notary Seal)