

**THE VINEYARDS**

DECLARATION

OF

COVENANTS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS ("Declaration") is made this 31 day of DECEMBER, 1996, by HENRY M. WRIGHT, JR. (the "Declarant"), and ROBERT D. KUNISCH and PHILIP G. ENSTICE, Trustees (the "Trustees").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in Baltimore County, Maryland, comprised of three lots known as Lot No. 1 (11305 Mays Chapel Road), Lot No. 2 (11307 Mays Chapel Road), and Lot No. 3 (11309 Mays Chapel Road), as more particularly shown on the plat attached hereto and incorporated herein as Exhibit A, and which three lots are sometimes collectively referred to as "The Vineyards"; and

WHEREAS, the Declarant desires to provide for the development of all three lots as a neighborhood and to protect the aesthetic and architectural character of such neighborhood; and

WHEREAS, to this end the Declarant desires to subject the said three lots described above to the easements, covenants and restrictions hereinafter set forth, all of which are for the benefit of such three lots and all owners thereof; and

WHEREAS, the Trustees are the Trustees under a Deed of Trust, Security Agreement, and Assignment of Rents, dated June 14, 1994, and recorded among the aforesaid Land Records in Liber No. 10589, folio 83, from the Declarant to Mercantile-Safe Deposit and trust Company, the beneficiary.

NOW, THEREFORE, the Declarant hereby declares that all of the said three lots shown and described on the said Exhibit A shall be subject to all of the following covenants, easements, and restrictions:

**ARTICLE I - DEFINITIONS**

§1.01 Definitions. The following capitalized terms when used herein shall have the meanings set forth below.

"Architectural Review Committee" shall have the meaning specified in §2.01(b) hereof.

"Declaration" shall mean this Declaration of Covenants, Easements and Restrictions.

"Deed" shall mean any deed, assignment or other instrument conveying a fee simple or ground leasehold interest in a "Lot".

"Landscaping" shall mean all prominent physical features of a Lot (other than all Structures thereon) which are visible from the exterior boundaries thereof, including but not limited to all trees, shrubbery and other major vegetation, grading, waterways or courses, or other environmental features of such Lot.

"Lot" shall mean each of those parcels shown and numbered as Lots 1 through 3 on the Exhibit A plat as legally subdivided and created in the manner depicted on the Exhibit A.

"Neighborhood" shall mean all of the said three Lots.

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

SIGNATURE [Signature] DATE 2/5/97

RECEIVED FOR RECORDS  
State Department of  
Assessments & Taxation  
for Baltimore County

[Signature] 2/5/97  
Date

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0651, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/27/2021.

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"Owner" shall mean any holder of record title to the fee simple interest in a Lot or a tenant's interest under a perpetually renewable ground lease of a Lot. The term "Owner" does not include (i) mortgagees or other holders of an interest in a Lot for purposes of security, or (ii) the holder of the landlord's reversionary interest under a perpetually renewable ground lease.

"Exhibit A" shall mean the approved Plat described in this Declaration and shown on Exhibit A attached.

"Resident" shall mean (i) each Owner or any tenant actually residing in any part of the Neighborhood, and (ii) members of the immediate family of each Owner and of any such tenant actually living in the same household with such Owner or tenant.

"Structure" shall mean any improvement, fixture, fence, shrubs in excess of two feet in height, or other thing or device, the placement of which upon any Lot may affect the appearance of such Lot, including but not limited to any house, garage, porch, deck, patio, shed, greenhouse, animal enclosure, doghouse, parking area, sidewalk, curbing, paving, refuse container, swimming pool, bathhouse, radio, TV or other antennae or satellite dish, well, water line, sanitary sewer line, septic tank, clothesline, fence, wall, mailbox, sign or any other item, whether or not temporary or permanent.

#### ARTICLE II - ARCHITECTURAL REVIEW

§2.01. Review. The following shall apply with respect to the development of residences on each Lot in the Neighborhood, and the site plan and landscaping plans on each Lot:

(a) No Structure or Landscaping shall be commenced, constructed, erected, placed or moved onto any Lot without the prior written approval of the Architectural Review Committee, which approval shall be sought and issued in accordance with the provisions of this §2.01.

(b) The Architectural Review Committee (the "Committee") shall be composed of three persons. All approvals and other determinations of the Committee shall be upon unanimous vote of the members thereof. The initial members of the Committee shall be Henry M. Wright, Jr., Charles Carroll, and Elizabeth Dippel. In the event that the Committee cannot reach a unanimous decision on any matter pending before it, then that matter shall be finally decided upon by an architect selected by and approved by all three members. At such time as all three lots are improved by three residences, then the Committee members shall be the three lot owners, one member from each lot.

(c) The respective Owner seeking approval as described above shall submit to the Committee plans and specifications of the proposed Structures, which plans and specifications shall be prepared by an AIA architect licensed in the State of Maryland, describe in detail all Structures to be constructed on the Lot in question, contain information regarding the location, measurements and materials of all such Structures, and otherwise be in such form and contain such other information as is required by the Committee. Additionally, such Owner shall simultaneously submit to the Committee plans showing all Landscaping for the entire Lot in question as planned by such Owner, which plans shall be prepared by a landscaping professional, describe in detail all Landscaping including major trees, shrubbery and grading, and otherwise be in such form and contain such other information as is required by the Committee. The said plans and specifications, and Landscaping plans shall be accompanied by a non-refundable fee of \$200 pertaining to the dwelling and initial landscaping, and \$100 pertaining to any other structure, to cover the costs of review.

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(d) The Committee shall review any such plans and specifications submitted by an Owner and either approve or notify the Owner of proposed changes or comments to, or of any further information which must be provided to the Committee, within 21 days after receiving such plans. If no response is forthcoming from the Committee within this 21 day period, such plans shall be deemed approved. Likewise, if the Committee does respond within such 21 day period, the Owner shall make all changes to such plans or provide such further information as is requested by the Committee, then resubmit such plans as so modified for the Committee's further review and approval or comment.

(e) Within a period of 12 months after each Owner's plans for Structures and Landscaping have been reviewed and approved in accordance with the foregoing paragraph (d) above, the Owner shall commence construction of all Structures and Landscaping so approved and diligently pursue completion of same strictly in accordance with the approved plans. In all events, all such construction, and all such Structures and Landscaping, must be fully completed within a period of one (1) year after being commenced.

(f) Each Owner shall be entitled to construct only those Structures and landscaping which are approved by the Committee as described above. If any Owner desires to vary from the Structures and landscaping which are so approved, all such changes must be reviewed and approved by the Committee in accordance with the procedures for approving the Owner's original plans and specifications set forth above.

(g) The Committee shall have the right to delegate or assign any or all of his rights and duties provided hereinabove to any architect or other professional, or otherwise consult with such professional when reviewing plans and specifications provided above.

§2.02. Subsequent Review. The following shall apply to any subsequent development of Structures and Landscaping after the initial construction thereof on each Lot in the Neighborhood:

(a) No new Structure shall be commenced, constructed, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any Structure upon any Lot be altered or the exterior thereof repainted in any way which materially changes the exterior appearance thereof, nor shall any major Landscaping be altered, commenced, constructed, graded or removed (including the cutting of any trees having a trunk diameter of greater than four inches), without the prior written approval of the Committee, which approval shall be sought and issued in accordance with the provisions of this §2.02. All approvals and other determinations of the Committee shall be upon majority vote of the members thereof.

(b) The respective Owner seeking approval as described above shall submit to the Committee plans and specifications of the new Structures or Landscaping, or alterations to existing Structures or Landscaping, whichever the case may be, which plans shall be in such form and contain such information as is required by the Committee.

(c) The Committee shall review and either approve or notify such Owner of proposed changes or comments to the plans submitted for its review, or of any further information which must be provided to the Committee, within 21 days after receiving such plans. If no response is forthcoming from the Committee within this 21 day period, such plans shall be deemed approved. Likewise, if the Committee does respond within such 21 day period, the Owner shall make all changes to such plans or provide such further information as are requested by the Committee, then resubmit such plans as so modified for the Committee's further review and approval or comment.

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(d) Within a period of six months after each Owner's plans for Structures and/or Landscaping have been reviewed and approved in accordance with the foregoing, the Owner shall commence construction of all Structures and Landscaping so approved and diligently pursue completion of same strictly in accordance with the approved plans. In all events, all such construction, and all such Structures and Landscaping, must be fully completed within a period of six (6) months after the owner's plans are approved by the Committee, or within such longer time as may be consented to by the Committee in writing.

(e) Each Owner shall be entitled to construct only those Structures and Landscaping which are approved by the Committee as described above. If any Owner desires to vary from the Structures and Landscaping which are so approved, all such changes must be reviewed and approved by the Committee in accordance with the procedures for approving the Owner's original plans therefor set forth in paragraphs (b) and (c) above.

§2.03. Basis for Disapproval. The Committee shall have the right to disapprove any plans and specifications submitted in accordance with the foregoing §2.01 or §2.02 for the following reasons: (1) such plans or specifications do not comply with any one of the criteria established by the Committee from time to time for the architectural character of the Neighborhood, (2) such plans and specifications do not provide the required information, (3) the proposed improvements are incompatible or inharmonious with the general design and character of other improvements in the Neighborhood, (4) the improvements so proposed would violate the restrictions contained in this Declaration or applicable law, or (5) any other bona-fide reason related to the design, character, welfare, harmony, ecology, architecture, aesthetics or marketability of the Neighborhood or any portion thereof. However, in any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve such plans and specifications as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. Furthermore, the Committee shall have the right to require the affirmative construction or provision by any Owner of Structures or Landscaping not originally contained in such Owner's proposals, including but not limited landscaped buffers between lots, as a prerequisite for such Owner's obtaining approval of proposed plans.

#### ARTICLE III - GENERAL COVENANTS

§3.01. Use and Subdivision. No Lot shall have more than one Structure for use as a residence, and each such residential Structure on a Lot shall be used only by one single family. No Lot shall be subdivided. Single-family occupancy shall not be construed to prevent the erection of a dwelling with an attached apartment or living area for use by a member or members of the Owner's family, or servants.

§3.02. Utilities. No utility cable, line, wire, pole or other equipment or facility, including but not limited to electrical wires, telephone or cable TV lines and water lines, shall be placed or maintained above the surface of the ground on any Lot.

§3.03. Boats, Trailers and Equipment. No boat, boat trailer, house trailer, trailer, recreation vehicle or any other similar item, and no tractor, lawn mower or other similar machinery or equipment, shall be stored or left to remain in the open on any Lot or in any parking area in the Neighborhood, all of the foregoing to be kept in fully enclosed garage or other similar approved Structure.

§3.04. Signs. No sign or other advertising device of any

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nature, including political posters, shall be placed in any location on any Lot, except for customary "for sale" signs relating to the entire Lot.

§3.05. Storage and Refuse. No lumber, metal, materials, refuse, trash or other items shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction or repair of any approved Structure or Landscaping. All trash and refuse of any kind, whether generated during such construction or thereafter during the residential use of a Lot, must be held at all times in fully enclosed and secure containers, located in the rear yard of each Lot and screened from view by enclosures or shrubbery while held for pick-up. All mulch, leaves, clippings and other similar items must be held at all times enclosed on the sides by container or otherwise screened from view. The Committee may adopt further rules and regulations relating to the type of trash containers permitted on the Lots and the time and manner of pick-up from such containers.

§3.06. Hedges and Lawns. Except for flower gardens, vegetable gardens, hedges and trees which shall all be neatly maintained on each Lot, all open areas on each Lot shall be maintained in lawns, and all such lawn areas shall be kept neatly mowed. The Committee shall have the right to enter upon any Lot and mow, trim or prune, at the expense of the Owner of such Lot, any lawn, hedge or other planting which, in the opinion of the Committee, by reason of its location upon the Lot or the height to which it has been permitted to grow, is unattractive in appearance or unreasonably detrimental to adjoining property, provided, however, that such Owner shall be given ten (10) days prior written notice of any such action.

§3.07. Fences. All permitted fences on each Lot shall be maintained in good condition and repair. If all or any part of any fence is damaged or destroyed on any Lot, the Owner of the Lot shall promptly replace or repair such fence in the same style and manner as originally erected and approved. No chain link fences shall be allowed on any Lot in the Neighborhood except for approved dog enclosures, which shall not be viewed from the home of any adjoining Lot, and those surrounding approved tennis courts or other approved recreational facilities.

§3.08. Nuisances. No Owner shall cause or permit to exist on his or her Lot any nuisance, any loud noise from machinery, music or other sources, or any other activity which is offensive or detrimental to any other Lot, Owner, occupant or resident in the Neighborhood.

§3.09. Maintenance and Repair. Each Owner of a Lot shall at all times keep his or her Lot and all Structures thereon in good and safe condition and repair, including adequately painted or finished (in the opinion of the Committee). No Structure upon any Lot shall be permitted to fall into disrepair.

#### ARTICLE IV - EASEMENTS

§4.01. Easements For Utilities. Declarant hereby declares, grants, and creates easements over each of the Lots in the Neighborhood for construction of and use thereafter of water, sewage, electric, cable TV and telephone utility lines, conduits, pipes, wires and other facilities and equipment for benefit of any Owner determined by Declarant in the exercise of reasonable discretion as needing such easements, and the particular location of such easements on each Lot shall be as shown on the Exhibit A and as otherwise determined by the Declarant in the exercise of reasonable discretion. The Owner of a Lot benefitted by any such easement for utilities over such Owner's Lot or over the Lot of any other Owner shall pay all costs and expenses related to the installation of all such utility equipment in the right of way of

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such easement, or if any such utility equipment benefits more than one Owner, each such benefitted Owner shall pay the portion of all costs and expenses of constructing such equipment which relates to the benefits of the utilities received by each such Owner. The Owner benefitting from such utilities and the placement of equipment by easement across the Lot of another Owner shall restore, and pay all costs and expenses relating thereto, the Lot of such other Owner in a condition as near as possible to the original condition and appearance of such other Owner's Lot, or if such equipment benefits more than one Owner, each benefitted Owner shall pay the portion of all costs of restoration which relates to the benefits of such utilities received by each such Owner.

Each Owner benefitting from the easements for installation of utilities over the Lot of another Owner shall indemnify and hold harmless such other Owner from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of the construction and installation of such utilities or the restoration of such other Owner's Lot burdened by the easement.

Any Owner of a Lot burdened by an easement for utilities benefitting another Lot shall have the right to relocate the poles, lines, conduits, pipes, wires and facilities and equipment installed by right of such easement to another location on such Owner's Lot burdened by the easement. Any Owner exercising this right to relocate utilities shall not effect such relocation in a manner that will interfere with the operation and capacity of the utilities which are relocated. Any Owner exercising this right to relocate shall pay all costs and expenses related to and arising from such relocation. Such Owner of the burdened Lot shall also indemnify and hold harmless the Owner of the Lot benefitting from the utilities against all claims, damages, losses and expenses (including attorneys' fees) arising from the exercise of this option to relocate utilities. Such Owner electing to relocate shall notify the Owner of the Lot benefitted by the utilities subject to relocation at least ten (10) days in advance of commencing such relocation.

#### ARTICLE V - DURATION AND AMENDMENT

§5.01. Duration. All covenants, conditions, easements and restrictions contained in this Declaration shall be perpetual and shall run with and bind all real property in the Neighborhood, shall inure to the benefit of and shall be enforceable by each of the Declarant, the Committee, and the Owners of any Lot, their respective legal representatives, heirs, successors and assigns, and by Baltimore County with respect to any requirement imposed by the laws of that jurisdiction.

§5.02. Amendment. This Declaration may be modified, amended or terminated only by the recordation among the Land Records of Baltimore County of a modification, amendment or termination agreement executed by the Declarant; except that upon the sale and settlement of all three Lots, any future modification, amendment or termination must be agreed to by the Owners of the three Lots.

#### ARTICLE VI - MISCELLANEOUS

§6.01. Change of conditions. No change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

§6.02. Severability. The determination by any court that any provision of this Declaration is unenforceable or void for any reason shall not affect the validity of any other provision.

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§6.03. Construction of Declaration. The Committee shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

§6.04. Remedies for Breach. The Declarant shall have the right to enforce all terms of this Declaration according to the terms herein. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Neighborhood to enforce the Declaration by appropriate judicial proceedings. Any person or entity so entitled to enforce any provision hereof shall be entitled to relief by way of injunction or specific performance as well as any other available relief either at law or in equity, including damages, all of which remedies may be exercised alternatively or cumulatively in such parties' sole discretion. Any party to a proceeding who succeeds in enforcing this Declaration or enjoining the violation of a provision hereof against a Lot Owner may be awarded a reasonable attorneys' fee against such Lot Owner.

§6.05. No Waiver. The failure of Declarant, the Committee, or the Owner of any Lot or their respective legal representatives, heirs, successors and assigns to enforce any covenant, condition, easement or restriction herein contained shall in no event be considered a waiver of the right to do so thereafter with respect to the same violation or breach or with respect to a violation or breach occurring prior or subsequent thereto.

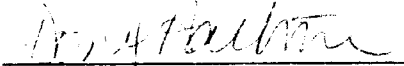
§6.06. Mortgages. No violation of any of the provisions hereof shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any portion of any Lot in the Neighborhood, provided, however, that any mortgagee in actual possession or any purchaser at any mortgagees', trustees or foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any Lot in the Neighborhood.

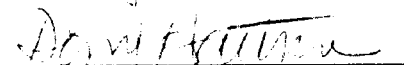
§6.07. Perpetuities. If the rule against perpetuities would invalidate this Declaration or any portion hereof, or would limit the time during which this Declaration shall be effective, due to the potential failure of an interest in property created herein to vest within a particular time, then notwithstanding anything to the contrary herein, each such interest in property must vest, if at all, before the passing of twenty-one (21) years after the death of each member of the Senate of the State of Maryland holding office as of the date hereof, or this Declaration shall become null and void upon the expiration of such twenty-one year period.

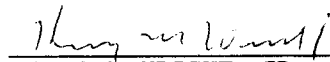
IN WITNESS WHEREOF, the Declarant and Trustees have executed this Declaration of Covenants, Easements and Restrictions as of the day and year first above written.

WITNESS:

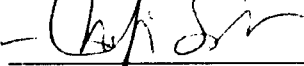
  
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 (SEAL)  
HENRY M. WRIGHT, JR., Declarant

 (SEAL)  
ROBERT D. KUNISCH, Trustee

 (SEAL)  
PHILIP G. ENSTICE, Trustee

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0657, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/27/2021.

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STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 31 day of December, 1996, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared HENRY M. WRIGHT, JR., Declarant, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged that he executed the foregoing instrument in his individual capacity, for the purposes therein contained.

AS WITNESS my hand and Notarial Seal

*M. Snyder*  
Notary Public  
MICHAEL L. SNYDER  
My commission expires: 12/1/98

STATE OF MARYLAND, BALTIMORE City, to wit:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of December, 1996, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT D. KUNISCH, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged that he executed the foregoing instrument in his individual capacity, for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

*Michele J Johnson*  
Notary Public  
My commission expires:

MICHELE J. JOHNSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires February 2, 1999

STATE OF MARYLAND, BALTIMORE City, to wit:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of December, 1996, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared PHILIP G. ENSTICE, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged that he executed the foregoing instrument in his individual capacity, for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

*Michele J Johnson*  
Notary Public  
My commission expires:

MICHELE J. JOHNSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires February 2, 1999

RETURN TO:  
COADY & FARLEY  
400 Allegheny Avenue  
Towson, MD 21204  
C&F 32,889

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0658, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/27/2021.



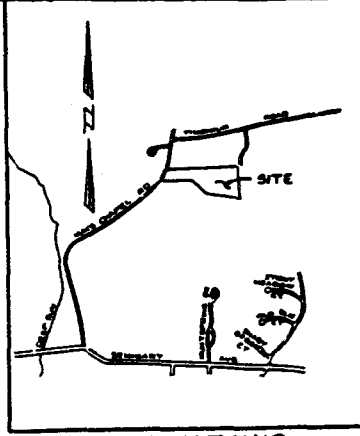
EXHIBIT A 0012021 659

**REDUCTION**

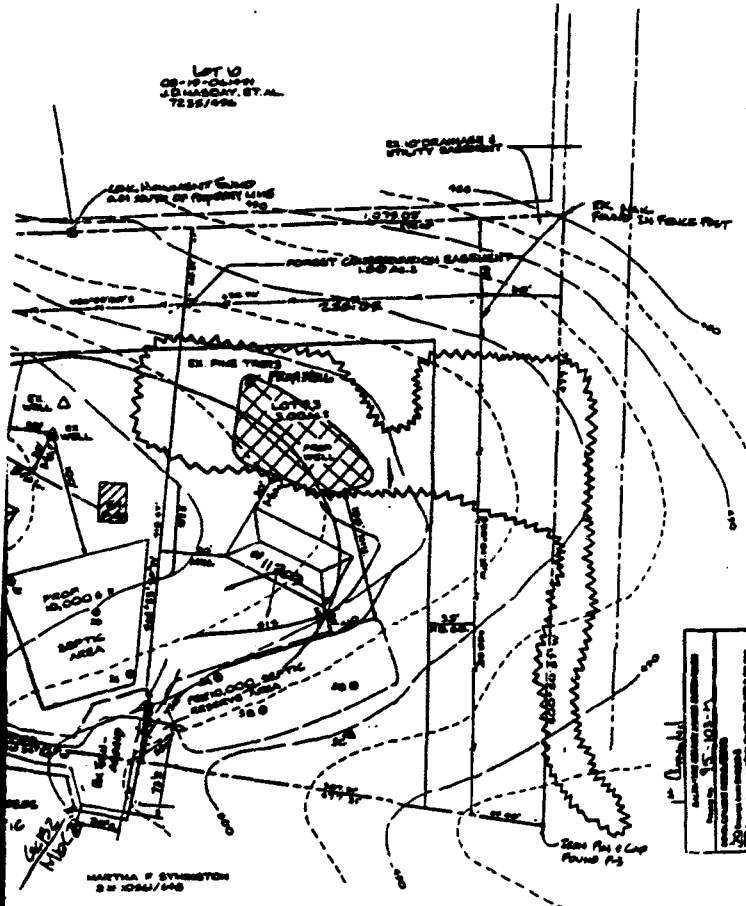
**FOREST CONSERVATION EASEMENT APPLICABLE TO THIS PROJECT**

"There shall be no clearing, grading, construction or destruction of vegetation in the Forest Conservation Easement except as permitted by the Baltimore County Department of Environmental Protection and Natural Resources."

"Any Forest Conservation Easement shall remain in effect in protective easements which may be found in the Land Use/Planning Easement Study and other recorded easements and use of, them, shall."



**VICINITY MAP**  
SCALE 1"=100'



- GENERAL NOTES**
- Area of Tract ..... 7.72 Ac.±
  - Existing Easement ..... 1.90 AC.±
  - Units Proposed 0.667 Acre/Unit  
0.667 x 7.72 = 5.15
  - Units Proposed ..... 3
  - Block Number ..... 3
  - Address **10300/67**
  - S.W. 1/4, 1/2, 3/4, 1/4, 1/2, 3/4, 1/4, 1/2, 3/4, 1/4
  - To Run on, Show & Permit to
  - Major Easements on proposed lots to remain (177000)
  - Minor easements shall be shown with a notation capable of supporting necessary easements weighing 5000 lbs. or less only
  - All existing buildings to be removed by the developer prior to issuance of any occupancy permits
  - Existing water system will be installed
  - There are no water or sewer systems existing outside 100' of the proposed water or sewer system
  - Existing well on Lot 1 to be used for quality and yield prior to issuance of a building permit
  - Building permit requirements under present Code 1, 1995
  - House Plans 50000, 50001, 50002, 50003, 50004, 50005, 50006, 50007, 50008, 50009, 50010, 50011, 50012, 50013, 50014, 50015, 50016, 50017, 50018, 50019, 50020, 50021, 50022, 50023, 50024, 50025, 50026, 50027, 50028, 50029, 50030, 50031, 50032, 50033, 50034, 50035, 50036, 50037, 50038, 50039, 50040, 50041, 50042, 50043, 50044, 50045, 50046, 50047, 50048, 50049, 50050, 50051, 50052, 50053, 50054, 50055, 50056, 50057, 50058, 50059, 50060, 50061, 50062, 50063, 50064, 50065, 50066, 50067, 50068, 50069, 50070, 50071, 50072, 50073, 50074, 50075, 50076, 50077, 50078, 50079, 50080, 50081, 50082, 50083, 50084, 50085, 50086, 50087, 50088, 50089, 50090, 50091, 50092, 50093, 50094, 50095, 50096, 50097, 50098, 50099, 50100
  - The existing well on Lot 1 must be tested for lead, bacteria, nitrates and coliforms prior to building permit approval
  - CADLINE MUST BE SHOWN WITHIN THE HOUSE AND TO PERMANENTLY TO HALL
  - OWNER TRACT # 40671
  - 20 REGIONAL PLANNING DIST # 200
  - 21 SINGLE DIST # 161 (REVENUE CL.)
  - 22 NATHANIEL 2A, 500-100-09370
  - 23 ACT 17 OF 00-10-09370
  - 24 NO ON-OR-GROUND STORAGE TANKS TO THE BEST OF OUR KNOWLEDGE

APPLICANT	MARTHA F SYMINGTON
DATE	02/12/98
PROJECT	1ST AMENDMENT WRIGHT PROPERTY
SCALE	AS SHOWN
DATE	02/12/98
BY	[Signature]

**NOTE 'A'**  
THERE ARE NO WELLS OR SEPTIC SYSTEMS WITHIN 100' OF THE PROPERTY LINE UNLESS OTHERWISE SHOWN TO THE BEST OF OUR KNOWLEDGE.

**NOTE 'B'**  
EX SEPTIC SYSTEM ON LOT 2 SERVING THE EXISTING HOUSE IS TO BE REMOVED AND/OR BACKFILLED

Revised by  
Sheet Code No.

CHK: [Signature]  
DATE: 02/12/98

- REVISIONS: 10/25/95**
1. DEDICATE CURRENT EASEMENT
  2. REMOVE DRIVE & TANKS
  3. REMOVE & ADD TO GENERAL NOTES
  4. SHOW CONSERVATION ARROWS ON HOUSES
  5. REMOVE SEPTIC AREA ON LOT 2
- APP: [Signature]  
DATE: 02/12/98

1ST AMENDMENT  
\* "WRIGHT PROPERTY"  
MINOR SUBDIVISION  
(FORMER) SYMINGTON PROPERTY  
BALTO CO. MD  
SCALE: AS SHOWN  
DATE: JUNE 2, 1998  
BY: [Signature]  
REV: 02/12/98

APPROVED BY: [Signature]  
DATE: [Date]  
FOR: [Text]

ORG 011371

MAKER SUB 025103M

0012021660

# REDUCTION

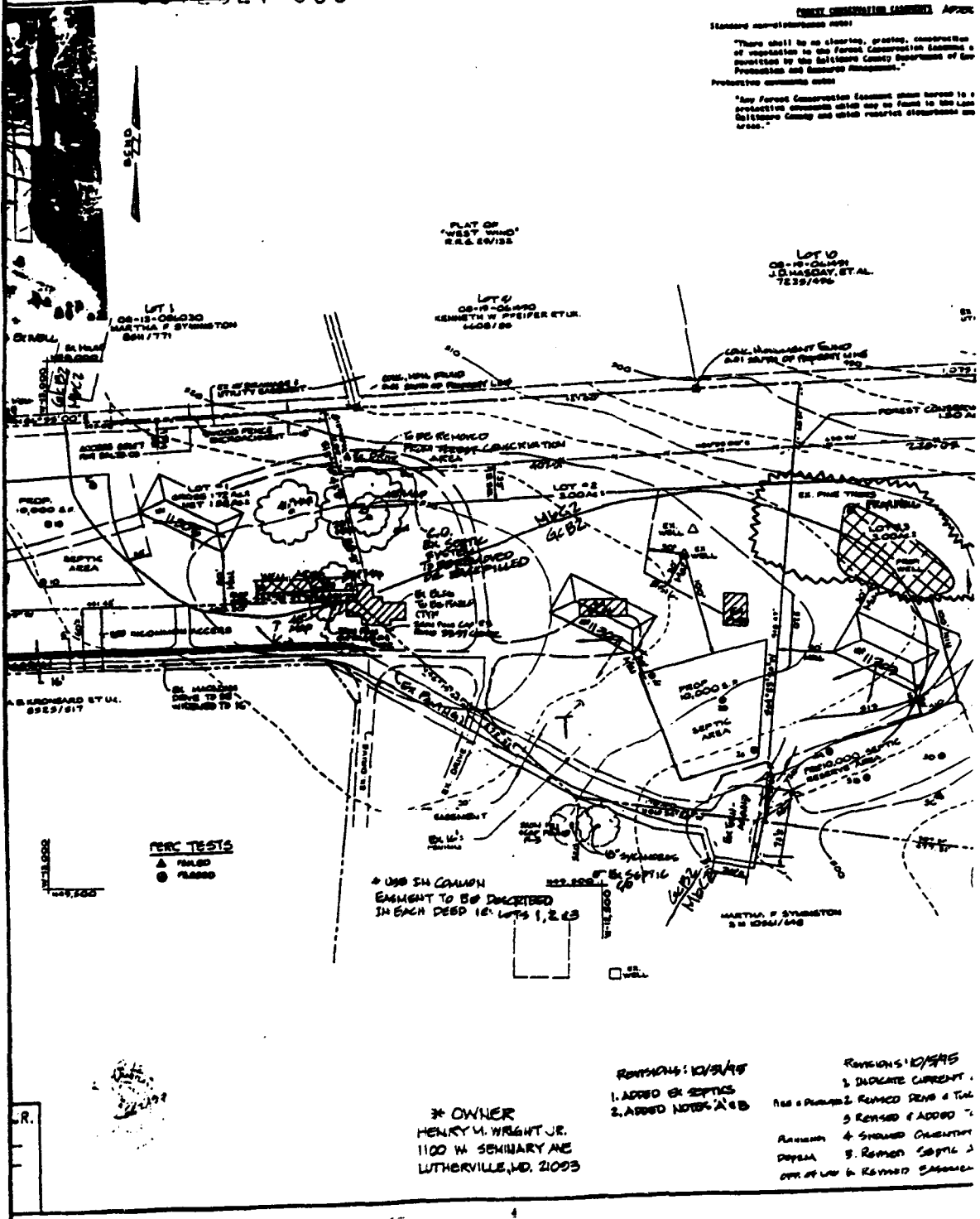
### COUNTY UNDERLYING LAWFUL AFTER

Standards and-11-10-1991

"There shall be no clearing, grading, construction or excavation in the Forest Conservation Areas as permitted by the Baltimore County Department of the Protection and Resource Management."

Protective easements exist

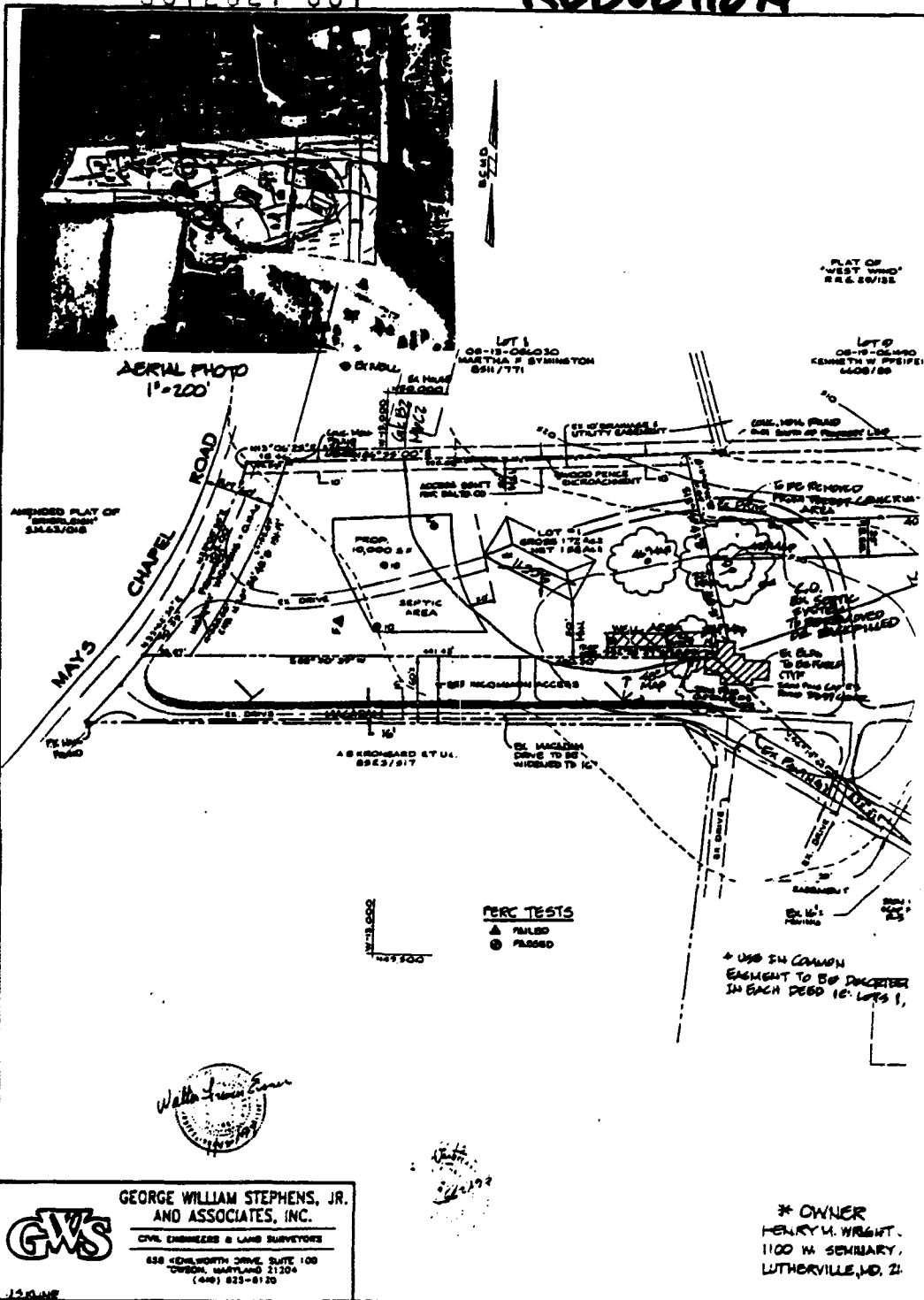
"Any Forest Conservation Easement shall remain in a protective easement until they are found to be the Baltimore County and which restricts clearances on areas."



BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0660, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/2

0012021661

# REDUCTION



BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0661, MSA\_CE62\_11876. Date available 03/04/2005. Printed 03/04/2005

EXHIBIT A

0012021 662

FROM THE OFFICE OF  
**GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.**  
 ENGINEERS  
 658 KENILWORTH DRIVE, SUITE 100, TOWSON, MARYLAND 21204

January 17, 1997

Description of LOT 1, 1st Amendment "WRIGHT PROPERTY",  
 Minor Subdivision (formerly) Symington Property, #95103M.  
 # 11305 Mays Chapel Road.  
 Containing a Total Gross Area of 1.7220 Acres of Land more or less.  
 Eighth Election District, Baltimore County, Maryland.

Beginning for Lot 1 of the 1st Amendment Minor Subdivision #95103M at a P.K. nail set in or near the centerline of Mays Chapel Road at the end of the last or 8th or South 86 degree 54 minute 20 second West 1075.06 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being the southwesternmost corner of the land shown on a Plat entitled "West Wind", dated March 31, 1964, recorded among the Plat Records of Baltimore County, Maryland in Plat Book R.R.G. 29 folio 132, running thence leaving said point of beginning and said Mays Chapel Road, binding reversely on part of the 8th line described in said Exhibit A and binding on part of the southernmost outline of said "West Wind" Plat, as now surveyed,

1) North 86 degrees 55 minutes 00 seconds East, passing over a concrete monument found at a distance of 36.47 feet, in all, 368.58 feet to a pin and cap set, running thence leaving said 8th line described in said Exhibit A and the southernmost outline of said "West Wind" Plat, binding on the line of division between said Lot 1 and Lot 2 of the 1st Amendment Minor Subdivision #95103M, the two following courses, as now surveyed,

2) South 13 degrees 40 minutes 42 seconds East, passing over a pin and cap set at a distance of 159.31 feet, in all, 169.31 feet and

3) South 32 degrees 43 minutes 29 seconds West 20.00 feet to the end of the 4th line described in said Exhibit A and to the beginning of the 27th line of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B attached to said above mentioned Deed, running thence binding reversely on all of said 4th line described in said Exhibit A and binding on all of the 27th line described in said Exhibit B, as now surveyed,

4) South 88 degrees 30 minutes 39 seconds West, passing over a pin and cap marked P-3 at a distance of 18.05 feet, in all 480.30 feet to a P.K. nail found in or near the centerline of said Mays Chapel Road. running thence binding in or near the centerline of said Mays Chapel Road. binding reversely on all of the 3rd, 2nd and 1st lines described in said Exhibit A. the three following courses, as now surveyed,

5) North 33 degrees 42 minutes 54 seconds East 70.59 feet,

6) North 22 degrees 05 minutes 35 seconds East 105.00 feet and

7) North 13 degrees 06 minutes 25 seconds East 18.46 feet to the point of beginning.

Containing a Gross Area of 1.7220 Acres of Land more or less.

Being part of the First or 7.723 Acre Parcel of Land more or less mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067.

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January 17, 1997

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Description of LOT 1, 1st Amendment "WRIGHT PROPERTY".  
Minor Subdivision (formerly) Symington Property, #95103M,  
#11305 Mays Chapel Road.  
Containing a Total Gross Area of 1.7220 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

Reserving however unto Baltimore County, Maryland, Part of the above described Lot 1 containing 0.1396 Acres of Land more or less, for the purpose of the future widening of Mays Chapel Road, described as follows:

Beginning for said future widening of Mays Chapel Road at a P.K. nail set in or near the centerline of Mays Chapel Road at the end of the last or 8th or South 86 degree 54 minute 20 second West 1075.06 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being the southwesternmost corner of the land shown on a Plat entitled "West Wind", dated March 31, 1964, recorded among the Plat Records of Baltimore County, Maryland in Plat Book R.R.G. 29 folio 132, said point of beginning also being at the beginning of the 1st or North 86 degree 55 minute 00 second East 368.58 foot line of the above described Lot 1, running thence leaving said point of beginning and said Mays Chapel Road, binding reversely on part of the 8th line described in said Exhibit A, binding on part of the southernmost outline of said "West Wind" Plat and binding on part of the 1st line of the above described Lot 1, as now surveyed,

1) North 86 degrees 55 minutes 00 seconds East, 33.55 feet , thence leaving said 8th line described in said Exhibit A and the southernmost outline of said "West Wind" Plat and the 1st line of the above described Lot 1, running through the above described Lot 1, as now surveyed,

2) southwesterly by a curve to the right having a radius of 580.00 feet for a distance of 192.07 feet, said curve being subtended by a chord bearing South 23 degrees 54 minutes 48 seconds West 191.19 feet to intersect the 4th line described in said Exhibit A and also to intersect the 27th line of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B attached to said above mentioned Deed and also to intersect the 4th line of the above described Lot 1, running thence binding reversely on part of said 4th line described in said Exhibit A, binding on part of the 27th line described in said Exhibit B and binding on part of the 4th line of the above described Lot 1 , as now surveyed.

3) South 88 degrees 30 minutes 39 seconds West, 38.87 feet to a P.K. nail found in or near the centerline of said Mays Chapel Road, running thence binding in or near the centerline of said Mays Chapel Road, binding reversely on all of the 3rd, 2nd and 1st lines described in said Exhibit A and binding on all of the 5th, 6th and 7th lines of the above described Lot 1, the three following courses, as now surveyed.

4) North 33 degrees 42 minutes 54 seconds East 70.59 feet.

5) North 22 degrees 05 minutes 35 seconds East 105.00 feet and

6) North 13 degrees 06 minutes 25 seconds East 18.46 feet to the point of beginning.

Containing 0.1396 Acres of Land more or less.

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January 17, 1997  
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Description of LOT 1, 1st Amendment "WRIGHT PROPERTY",  
Minor Subdivision (formerly) Symington Property, #95103M,  
#11305 Mays Chapel Road.  
Containing a Total Gross Area of 1.7220 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

Subject to a 10.00 foot wide Access Easement for Baltimore County, Maryland, described as follows:

Beginning for said Access Easement at a P.K. nail set in or near the centerline of Mays Chapel Road at the end of the last or 8th or South 86 degree 54 minute 20 second West 1075.06 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being the southwesternmost corner of the land shown on a Plat entitled "West Wind", dated March 31, 1964, recorded among the Plat Records of Baltimore County, Maryland in Plat Book R.R.G. 29 folio 132, said point of beginning also being at the beginning of the 1st or North 86 degree 55 minute 00 second East 368.58 foot line of the above described Lot 1, running thence leaving said point of beginning and said Mays Chapel Road, binding reversely on part of the 8th line described in said Exhibit A, binding on part of the southernmost outline of said "West Wind" Plat and binding on all of the 1st line of the above described Lot 1, as now surveyed,

1) North 86 degrees 55 minutes 00 seconds East, 368.58 feet to a pin and cap set, running thence leaving said 8th line described in said Exhibit A and the southernmost outline of said "West Wind" Plat, binding on part of the 2nd line of the above described Lot 1 and binding on part of the division line between said Lot 1 and Lot 2 of the 1st Amendment Minor Subdivision #95103M, as now surveyed,

2) South 13 degrees 40 minutes 42 seconds East 10.17 feet, running thence leaving said division line, running through the above described Lot 1, as now surveyed,

3) South 86 degrees 55 minutes 00 seconds West 373.36 feet to a point in or near the centerline of said Mays Chapel Road and to intersect the 1st line described in said Exhibit A and to intersect the 7th line of the above described Lot 1, running thence binding in or near the centerline of said Mays Chapel Road, binding reversely on part of the 1st line described in said Exhibit A and binding on part of the 7th line of the above described Lot 1, as now surveyed,

4) North 13 degrees 06 minutes 25 seconds East 10.41 feet to the point of beginning.

Containing 0.0852 Acres of Land more or less.

Together with the Use in Common Easement for the purpose of ingress and egress, described as follows:

Beginning for the Use in Common Easement at a P.K. nail found in or near the centerline of Mays Chapel Road, said point of beginning being at the beginning of the 4th or North 88 degree 29 minute 54 second East 480.26 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0664, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/2005

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January 17, 1997

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Description of LOT 1, 1st Amendment "WRIGHT PROPERTY".  
Minor Subdivision (formerly) Symington Property, #95103M.  
#11305 Mays Chapel Road.  
Containing a Total Gross Area of 1.7220 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being at the end of the 27th line of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B attached to said above mentioned Deed, running thence leaving said point of beginning and said Mays Chapel Road, binding on all of the 4th line described in said Exhibit A, binding reversely on all of the 27th line described in said Exhibit B and binding reversely on all of the 4th line of the above described Lot 1, as now surveyed,

1) North 88 degrees 30 minutes 39 seconds East, passing over a pin and cap found marked P-3 at a distance of 462.25 feet, in all, 480.30 feet to the line of division of division between Lot 1 and Lot 2 of the 1st Amendment Minor Subdivision #95103M, running thence binding on part of the 5th line described in said Exhibit A, binding reversely on part of the 26th line described in said Exhibit B and binding on part of the southern outline of said Lot 2 of the 1st Amendment Minor Subdivision #95103M, as now surveyed,

2) South 46 degrees 19 minutes 44 seconds East, passing over a pin and cap found marked P-3 at a distance of 39.97 feet, in all, 145.13 feet, thence leaving said 5th line described in said Exhibit A and leaving said 26th line described in said Exhibit B and also leaving said southern outline of Lot 2 of the 1st Amendment Minor Subdivision #95103M, running through the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to said Deed and running through Lot 2 of the 1st Amendment Minor Subdivision #95103M, the five following courses, as now surveyed,

- 3) South 59 degrees 58 minutes 21 seconds East 121.87 feet,
- 4) South 66 degrees 32 minutes 47 seconds East 71.27 feet,
- 5) South 82 degrees 17 minutes 27 seconds East 40.92 feet,
- 6) North 28 degrees 45 minutes 01 seconds East 30.07 feet and

7) North 71 degrees 57 minutes 43 seconds West 40.61 feet to intersect the line of division between Lot 2 and Lot 3 of the 1st Amendment Minor Subdivision #95103M, thence leaving said line of division between Lot 2 and Lot 3, continuing to run through the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to said Deed and running through Lot 3 of the 1st Amendment Minor Subdivision #95103M, the two following courses, as now surveyed,

- 8) South 04 degrees 29 minutes 45 seconds East 24.48 feet and

9) South 10 degrees 11 minutes 10 seconds West 33.01 feet to intersect the 6th line described in said Exhibit A and the 25th line described in said Exhibit B and also to intersect the southern outline of said Lot 3 at a point measured, as now surveyed, South 81 degrees 34 minutes 24 seconds East 0.45 feet from the southern division corner between said Lot 2 and Lot 3, thence leaving said 6th and 25th lines and the southern outline of said Lot 3, running through said Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and

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January 17, 1997  
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Description of LOT 1, 1st Amendment "WRIGHT PROPERTY",  
Minor Subdivision (formerly) Symington Property, #95103M,  
#11305 Mays Chapel Road.  
Containing a Total Gross Area of 1.7220 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

described in Exhibit B, the five following courses, as now surveyed,  
10) South 10 degrees 11 minutes 10 seconds West 46.28 feet,  
11) North 80 degrees 15 minutes 18 seconds West 39.02 feet,  
12) North 15 degrees 53 minutes 33 seconds West 28.43 feet,  
13) North 82 degrees 17 minutes 27 seconds West 43.82 feet and  
14) North 66 degrees 32 minutes 47 seconds West 77.14 feet to a pin and cap found marked P-3 at the end  
of said 5th line described in said Exhibit A and the beginning of said 26th line described in said Exhibit B and  
also to the southern outline corner of said Lot 2, thence leaving the end of said 5th line and the beginning of said  
26th line and the southern outline corner of said Lot 2, continuing to run through said Second or 19.239 Acre  
Parcel of Land mentioned in said Schedule A and described in Exhibit B,  
15) North 59 degrees 58 minutes 21 seconds West 254.56 feet, to a 1/2" pipe found at the end of the 2nd  
line described in said Exhibit B, running thence binding reversely on all of the 2nd and 1st lines described in  
said Exhibit B, the two following courses, as now surveyed,  
16) South 88 degrees 16 minutes 29 seconds West 214.75 feet and  
17) South 88 degrees 41 minutes 17 seconds West, passing over a P.K. nail found at a distance of 234.78  
feet, in all, 288.14 feet to a point in or near the centerline of said Mays Chapel Road, running thence binding in  
or near the centerline of said Mays Chapel Road, binding reversely on the 29th and 28th lines described in said  
Exhibit B, the two following courses, as now surveyed,  
18) North 39 degrees 21 minutes 27 seconds East 43.47 feet and  
19) North 33 degrees 42 minutes 54 seconds East 33.21 feet to the point of beginning

Containing 1.0923 Acres of Land more or less.

Being part of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit  
A and part of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit  
B, all attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr.,  
recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0666, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/22/05



EXHIBIT A

0012021 667

FROM THE OFFICE OF  
**GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.**  
 ENGINEERS  
 658 KENILWORTH DRIVE, SUITE 100, TOWSON, MARYLAND 21204

January 17, 1997

Description of LOT 2, 1st Amendment "WRIGHT PROPERTY",  
 Minor Subdivision (formerly) Symington Property, #95103M.  
 # 11307 Mays Chapel Road.  
 Containing 3.0007 Acres of Land more or less.  
 Eighth Election District, Baltimore County, Maryland.

Beginning for Lot 2 of the 1st Amendment Minor Subdivision #95103M at the line of division between Lot 1 and Lot 2 of said 1st Amendment Minor Subdivision at the beginning of the 5th or South 46 degree 21 minute 50 second East 272.43 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being at the end of the 26th line of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B attached to said above mentioned Deed, running thence leaving said point of beginning, binding on the line of division between said Lot 1 and Lot 2 of the 1st Amendment Minor Subdivision #95103M, the two following courses, as now surveyed,

- 1) North 32 degrees 43 minutes 29 seconds East 20.00 feet and
- 2) North 13 degrees 40 minutes 42 seconds West, passing over a pin and cap set at a distance of 10.00 feet, in all, 169.31 feet to a pin and cap set and to intersect the 8th line described in said Exhibit A at a point measured, as now surveyed, North 86 degrees 55 minutes 00 seconds East 368.58 feet reversely from the end of said 8th line, and also to intersect the southernmost outline of the land shown on a Plat entitled "West Wind", dated March 31, 1964, recorded among the Plat Records of Baltimore County, Maryland in Plat Book R.R.G. 29 folio 132, running thence, binding reversely on part of said 8th line described in said Exhibit A and binding on part of the southernmost outline of said "West Wind" Plat, as now surveyed.
- 3) North 86 degrees 55 minutes 00 seconds East, 427.00 feet to a pin and cap set, running thence leaving said 8th line described in said Exhibit A and the southernmost outline of said "West Wind" Plat, binding on the line of division between said Lot 2 and Lot 3 of the 1st Amendment Minor Subdivision #95103M, as now surveyed,
- 4) South 04 degrees 23 minutes 20 seconds West 418.47 feet to a pin and cap set and to intersect the 6th line described in said Exhibit A and also to intersect the 25th line described in said Exhibit B, running thence binding reversely on part of said 6th line and binding on part of said 25th, as now surveyed.
- 5) North 81 degrees 34 minutes 24 seconds West 170.00 feet to a pin and cap found marked P-3, running thence binding reversely on all of the 5th line described in said Exhibit A and binding on all of the 26th line described in said Exhibit B, as now surveyed,
- 6) North 46 degrees 19 minutes 44 seconds West, passing over a pin and cap found marked P-3 at a distance of 232.34 feet, in all 272.31 feet to the point of beginning.

Containing 3.0007 Acres of Land more or less.

Being part of the First or 7.723 Acre Parcel of Land more or less mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067.

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January 17, 1997

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Description of LOT 2, 1st Amendment "WRIGHT PROPERTY",  
Minor Subdivision (formerly) Symington Property, #95103M,  
# 11307 Mays Chapel Road.  
Containing 3.0007 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

Subject to a Forest Conservation Easement, described as follows:

Beginning for said Forest Conservation Easement at a pin and cap set on the last or 8th or South 86 degree 54 minute 20 second West 1075.06 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being on the southernmost outline of the land shown on a Plat entitled "West Wind", dated March 31, 1964, recorded among the Plat Records of Baltimore County, Maryland in Plat Book R.R.G. 29 folio 132, said point of beginning also being at the beginning of the 3rd or North 86 degree 55 minute 00 second East 427.00 foot line of the above described Lot 2, running thence leaving said point of beginning, binding reversely on part of said 8th line described in said Exhibit A, binding on part of the southernmost outline of said "West Wind" Plat and binding on all of the 3rd line of the above described Lot 2, as now surveyed,

1) North 86 degrees 55 minutes 00 seconds East, 427.00 feet to a pin and cap set, running thence leaving said 8th line described in said Exhibit A and the southernmost outline of said "West Wind" Plat, binding on part of the 4th line of the above described Lot 2 and binding on part of the line of division between said Lot 2 and Lot 3 of the 1st Amendment Minor Subdivision #95103M, as now surveyed,

2) South 04 degrees 23 minutes 20 seconds West 60.51 feet, thence leaving said line of division between said Lot 2 and Lot 3, running through the above described Lot 2, as now surveyed,

3) South 86 degrees 55 minutes 00 seconds West, 407.91 feet to intersect the 2nd line of the above described Lot 2 and being the division between said Lot 1 and Lot 2 of the 1st Amendment Minor Subdivision #95103M, running thence binding on part of the 2nd line of the above described Lot 2, and binding on part of the line of division between said Lot 1 and Lot 2, as now surveyed,

4) North 13 degrees 40 minutes 42 seconds West 61.04 feet to the point of beginning.

Containing 0.5750 Acres of Land more or less.

Subject to and together with the Use in Common Easement for the purpose of ingress and egress, described as follows:

Beginning for the Use in Common Easement at a P.K. nail found in or near the centerline of Mays Chapel Road, said point of beginning being at the beginning of the 4th or North 88 degree 29 minute 54 second East 480.26 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr..

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0012021 669

January 17, 1997

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Description of LOT 2, 1st Amendment "WRIGHT PROPERTY",  
Minor Subdivision (formerly) Symington Property, #95103M.  
# 11307 Mays Chapel Road.  
Containing 3.0007 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being at the end of the 27th line of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B attached to said above mentioned Deed, running thence leaving said point of beginning and said Mays Chapel Road, binding on all of the 4th line described in said Exhibit A, binding reversely on all of the 27th line described in said Exhibit B and binding on all of the southern outline of Lot 1 of the 1st Amendment Minor Subdivision #95103M, as now surveyed,

1) North 88 degrees 30 minutes 39 seconds East, passing over a pin and cap found marked P-3 at a distance of 462.25 feet, in all, 480.30 feet to the line of division of division between Lot 1 and Lot 2 of the 1st Amendment Minor Subdivision #95103M at the end of the 6th line of the above described Lot 2, running thence binding on part of the 5th line described in said Exhibit A, binding reversely on part of the 26th line described in said Exhibit B and binding reversely on part of the 6th line of the above described Lot 2 of the 1st Amendment Minor Subdivision #95103M, as now surveyed,

2) South 46 degrees 19 minutes 44 seconds East, passing over a pin and cap found marked P-3 at a distance of 39.97 feet, in all, 145.13 feet, thence leaving said 5th line described in said Exhibit A and leaving said 26th line described in said Exhibit B and also leaving said 6th line of the above described Lot 2, running through the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to said Deed and running through Lot 2 of the 1st Amendment Minor Subdivision #95103M, the five following courses, as now surveyed,

3) South 59 degrees 58 minutes 21 seconds East 121.87 feet,

4) South 66 degrees 32 minutes 47 seconds East 71.27 feet,

5) South 82 degrees 17 minutes 27 seconds East 40.92 feet,

6) North 28 degrees 45 minutes 01 seconds East 30.07 feet and

7) North 71 degrees 57 minutes 43 seconds West 40.61 feet to intersect the 4th line of the above described Lot 2 at the line of division between Lot 2 and Lot 3 of the 1st Amendment Minor Subdivision #95103M, thence leaving said line of division between Lot 2 and Lot 3, continuing to run through the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to said Deed and running through Lot 3 of the 1st Amendment Minor Subdivision #95103M, the two following courses, as now surveyed,

8) South 04 degrees 29 minutes 45 seconds East 24.48 feet and

9) South 10 degrees 11 minutes 10 seconds West 33.01 feet to intersect the 6th line described in said Exhibit A and the 25th line described in said Exhibit B and also to intersect the southern outline of said Lot 3 at a point measured, as now surveyed. South 81 degrees 34 minutes 24 seconds East 0.45 feet from the southern division corner between said Lot 2 and Lot 3 at beginning of the 5th line of the above described Lot 2, thence leaving said 6th and 25th lines and the southern outline of said Lot 3, running through said Second or 19.239

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0012021 670

January 17, 1997  
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Description of LOT 2, 1st Amendment "WRIGHT PROPERTY".  
Minor Subdivision (formerly) Symington Property, #95103M,  
# 11307 Mays Chapel Road.  
Containing 3.0007 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B, the five following courses, as now surveyed,

- 10) South 10 degrees 11 minutes 10 seconds West 46.28 feet,
- 11) North 80 degrees 15 minutes 18 seconds West 39.02 feet,
- 12) North 15 degrees 53 minutes 33 seconds West 28.43 feet,
- 13) North 82 degrees 17 minutes 27 seconds West 43.82 feet and
- 14) North 66 degrees 32 minutes 47 seconds West 77.14 feet to a pin and cap found marked P-3 at the end

of said 5th line described in said Exhibit A and the beginning of said 26th line described in said Exhibit B and also the beginning of said 6th line of the above described Lot 2, thence leaving the end of said 5th line and the beginning of said 26th line and the beginning of said 6th line of the above described Lot 2, continuing to run through said Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B,

15) North 59 degrees 58 minutes 21 seconds West 254.56 feet, to a 1/2" pipe found at the end of the 2nd line described in said Exhibit B, running thence binding reversely on all of the 2nd and 1st lines described in said Exhibit B, the two following courses, as now surveyed,

16) South 88 degrees 16 minutes 29 seconds West 214.75 feet and

17) South 88 degrees 41 minutes 17 seconds West, passing over a P.K. nail found at a distance of 234.78 feet, in all, 288.14 feet to a point in or near the centerline of said Mays Chapel Road, running thence binding in or near the centerline of said Mays Chapel Road, binding reversely on the 29th and 28th lines described in said Exhibit B, the two following courses, as now surveyed,

18) North 39 degrees 21 minutes 27 seconds East 43.47 feet and

19) North 33 degrees 42 minutes 54 seconds East 33.21 feet to the point of beginning

Containing 1.0923 Acres of Land more or less.

Being part of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A and part of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B, all attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0670, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/2

EXHIBIT A

0012021 671

FROM THE OFFICE OF  
GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.  
ENGINEERS  
658 KENILWORTH DRIVE, SUITE 100, TOWSON, MARYLAND 21204

January 17, 1997

Description of LOT 3, 1st Amendment "WRIGHT PROPERTY",  
Minor Subdivision (formerly) Symington Property, #95103M,  
# 11309 Mays Chapel Road.  
Containing 3.0001 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

Beginning for Lot 3 of the 1st Amendment Minor Subdivision #95103M at a pin and cap set at the line of division between Lot 2 and Lot 3 of said 1st Amendment Minor Subdivision, said point of beginning being on the 6th or South 81 degree 34 minute 52 second East 477.21 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being on the 25th line of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B attached to said above mentioned Deed, said point of beginning being measured, as now surveyed, South 81 degrees 34 minutes 24 seconds East 170.00 feet from the beginning of said 6th line and reversely from the end of said 25th line, running thence leaving said point of beginning, binding on the line of division between said Lot 2 and Lot 3 of the 1st Amendment Minor Subdivision #95103M, as now surveyed,

1) North 04 degrees 23 minutes 20 seconds East 418.47 feet to a pin and cap set and to intersect the 8th line described in said Exhibit A and also to intersect the southernmost outline of the land shown on a Plat entitled "West Wind", dated March 31, 1964, recorded among the Plat Records of Baltimore County, Maryland in Plat Book R.R.G. 29 folio 132, running thence, binding reversely on part of said 8th line described in said Exhibit A and binding on part of the southernmost outline of said "West Wind" Plat, as now surveyed,

2) North 86 degrees 55 minutes 00 seconds East, 279.45 feet to a P.K. nail found in a fence post at the beginning of said 8th line and to intersect the 24th line described in said Exhibit B, running thence binding reversely on all the of the 7th line described in said Exhibit A and binding on part of the said 24th line described in said Exhibit B, as now surveyed,

3) South 00 degrees 50 minutes 57 seconds West 477.36 feet to a pin and cap found marked P-3, running thence binding reversely on part of the 6th line described in said Exhibit A and binding on part of the 25th line described in said Exhibit B, as now surveyed,

4) North 81 degrees 34 minutes 24 seconds West 307.31 feet to the point of beginning.

Containing 3.0001 Acres of Land more or less.

Being part of the First or 7.723 Acre Parcel of Land more or less mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0671, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/27

0012021 672

January 17, 1997

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Description of LOT 3, 1st Amendment "WRIGHT PROPERTY".  
Minor Subdivision (formerly) Symington Property, #95103M,  
# 11309 Mays Chapel Road.  
Containing 3.0001 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

Subject to a Forest Conservation Easement, described as follows:

Beginning for said Forest Conservation Easement at a pin and cap set on the last or 8th or South 86 degree 54 minute 20 second West 1075.06 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being on the southernmost outline of the land shown on a Plat entitled "West Wind", dated March 31, 1964, recorded among the Plat Records of Baltimore County, Maryland in Plat Book R.R.G. 29 folio 132, said point of beginning also being at the beginning of the 2nd or North 86 degree 55 minute 00 second East 279.45 foot line of the above described Lot 3, running thence, binding reversely on part of said 8th line described in said Exhibit A, binding on part of the southernmost outline of said "West Wind" Plat and binding on all of the 2nd line of the above described Lot 3, as now surveyed,

1) North 86 degrees 55 minutes 00 seconds East, 279.45 feet a P.K. nail found in a fence post at the beginning of said 8th line and to intersect the 24th line described in said Exhibit B, running thence binding reversely on all the of the 7th line described in said Exhibit A, binding on part of the said 24th line described in said Exhibit B and binding on all of the 3rd line of the above described Lot 3, as now surveyed,

2) South 00 degrees 50 minutes 57 seconds West 477.36 feet to a pin and cap found marked P-3, running thence binding reversely on part of the 6th line described in said Exhibit A, binding on part of the 25th line described in said Exhibit B and binding on part of the 4th line of the above described Lot 3, as now surveyed,

3) North 81 degrees 34 minutes 24 seconds West 55.00 feet, thence leaving said 4th line of the above described Lot 3, running through the above described Lot 3, the two following courses, as now surveyed,

4) North 00 degrees 04 minutes 32 seconds East, 405.88 feet and

5) South 86 degrees 55 minutes 00 seconds West 223.05 feet to intersect the 1st line of the above described Lot 3 and being the line division between said Lot 2 and Lot 3 of the 1st Amendment Minor Subdivision #95103M, running thence binding on part of the 1st line of the above described Lot 3 and binding on part of the line of division between said Lot 2 and Lot 3, as now surveyed,

6) North 04 degrees 23 minutes 20 seconds East 60.51 feet to the point of beginning.

Containing 0.9284 Acres of Land more or less.

Subject to and together with the Use in Common Easement for the purpose of ingress and egress, described as follows:

Beginning for the Use in Common Easement at a P.K. nail found in or near the centerline of Mays Chapel Road, said point of beginning being at the beginning of the 4th or North 88 degree 29 minute 54 second East 480.26 foot line of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr..

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0672, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/27/05

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Description of LOT 3, 1st Amendment "WRIGHT PROPERTY",  
 Minor Subdivision (formerly) Symington Property, #95103M,  
 # 11309 Mays Chapel Road.  
 Containing 3.0001 Acres of Land more or less.  
 Eighth Election District, Baltimore County, Maryland.

recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067, said point of beginning also being at the end of the 27th line of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B attached to said above mentioned Deed, running thence leaving said point of beginning and said Mays Chapel Road, binding on all of the 4th line described in said Exhibit A, binding reversely on all of the 27th line described in said Exhibit B and binding on all of the southern outline of Lot 1 of the 1st Amendment Minor Subdivision #95103M, as now surveyed,

1) North 88 degrees 30 minutes 39 seconds East, passing over a pin and cap found marked P-3 at a distance of 462.25 feet, in all, 480.30 feet to the line of division of division between Lot 1 and Lot 2 of the 1st Amendment Minor Subdivision #95103M, running thence binding on part of the 5th line described in said Exhibit A, binding reversely on part of the 26th line described in said Exhibit B and binding on part of the southern outline of Lot 2 of the 1st Amendment Minor Subdivision #95103M, as now surveyed,

2) South 46 degrees 19 minutes 44 seconds East, passing over a pin and cap found marked P-3 at a distance of 39.97 feet, in all, 145.13 feet, thence leaving said 5th line described in said Exhibit A and leaving said 26th line described in said Exhibit B and also leaving said southern outline of Lot 2 of the 1st Amendment Minor Subdivision #95103M, running through the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to said Deed and running through Lot 2 of the 1st Amendment Minor Subdivision #95103M, the five following courses, as now surveyed,

3) South 59 degrees 58 minutes 21 seconds East 121.87 feet,

4) South 66 degrees 32 minutes 47 seconds East 71.27 feet,

5) South 82 degrees 17 minutes 27 seconds East 40.92 feet,

6) North 28 degrees 45 minutes 01 seconds East 30.07 feet and

7) North 71 degrees 57 minutes 43 seconds West 40.61 feet to intersect the 1st line of the above described Lot 3 at the line of division between Lot 2 and Lot 3 of the 1st Amendment Minor Subdivision #95103M, thence leaving said line of division between Lot 2 and Lot 3, continuing to run through the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A attached to said Deed and running through Lot 3 of the 1st Amendment Minor Subdivision #95103M, the two following courses, as now surveyed,

8) South 04 degrees 29 minutes 45 seconds East 24.48 feet and

9) South 10 degrees 11 minutes 10 seconds West 33.01 feet to intersect the 6th line described in said Exhibit A and the 25th line described in said Exhibit B and also to intersect the 4th line of the above described Lot 3 at a point measured reversely, as now surveyed. South 81 degrees 34 minutes 24 seconds East 0.45 feet from the end of said 4th line of the above described Lot 3, thence leaving said 6th and 25th lines and the 4th line of the above described Lot 3, running through said Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B, the five following courses, as now surveyed,

0012021 674

January 17, 1997

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Description of LOT 3, 1st Amendment "WRIGHT PROPERTY",  
Minor Subdivision (formerly) Symington Property, #95103M,  
# 11309 Mays Chapel Road.  
Containing 3.0001 Acres of Land more or less.  
Eighth Election District, Baltimore County, Maryland.

- 10) South 10 degrees 11 minutes 10 seconds West 46.28 feet,
- 11) North 80 degrees 15 minutes 18 seconds West 39.02 feet,
- 12) North 15 degrees 53 minutes 33 seconds West 28.43 feet,
- 13) North 82 degrees 17 minutes 27 seconds West 43.82 feet and
- 14) North 66 degrees 32 minutes 47 seconds West 77.14 feet to a pin and cap found marked P-3 at the end of said 5th line described in said Exhibit A and the beginning of said 26th line described in said Exhibit B and also to the southern outline corner of said Lot 2, thence leaving the end of said 5th line and the beginning of said 26th line and the southern outline corner of said Lot 2, continuing to run through said Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B,
- 15) North 59 degrees 58 minutes 21 seconds West 254.56 feet, to a 1/2" pipe found at the end of the 2nd line described in said Exhibit B, running thence binding reversely on all of the 2nd and 1st lines described in said Exhibit B, the two following courses, as now surveyed,
- 16) South 88 degrees 16 minutes 29 seconds West 214.75 feet and
- 17) South 88 degrees 41 minutes 17 seconds West, passing over a P.K. nail found at a distance of 234.78 feet, in all, 288.14 feet to a point in or near the centerline of said Mays Chapel Road, running thence binding in or near the centerline of said Mays Chapel Road, binding reversely on the 29th and 28th lines described in said Exhibit B, the two following courses, as now surveyed,
- 18) North 39 degrees 21 minutes 27 seconds East 43.47 feet and
- 19) North 33 degrees 42 minutes 54 seconds East 33.21 feet to the point of beginning

Containing 1.0923 Acres of Land more or less.

Being part of the First or 7.723 Acre Parcel of Land mentioned in Schedule A and described in Exhibit A and part of the Second or 19.239 Acre Parcel of Land mentioned in said Schedule A and described in Exhibit B, all attached to the Deed dated June 14, 1994 between Martha F. Symington and Henry M. Wright, Jr., recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 10589 folio 067.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12021, p. 0674, MSA\_CE62\_11876. Date available 03/04/2005. Printed 08/28/05



0012021 675

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments: Deed, Mortgage, Other Declaration of Conventions, etc.
2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale
3 Tax Exemptions Recordation, State Transfer, County Transfer

REC'D SURE & RECORDING FEE 5.00
TOTAL 75.00
REST BROK 68.00
NOTA # 20212
SA ON 01R # 474
Feb 05, 1937 11:27 AM

Table with 2 main sections: Consideration Amount and Finance Office Use Only. Includes rows for Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, and Transfer Tax Consideration.

Table with 2 main sections: Amount of Fees and Agent. Includes rows for Recording Charge, Surchage, State Recordation Tax, State Transfer Tax, County Transfer Tax, and Agent information.

5 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).
District, Property Tax ID No. (1), Grantor Liber/Folio, Map, Parcel No., Var. LOG (5)
Subdivision Name: The Vineyard, Lot (3a) 1-3, Block (3b), Sect/AR(3c), Plat Ref., SqFt/Acreage (4)
Location/Address of Property Being Conveyed (2)
Other Property Identifiers (if applicable), Water Meter Account No.

7 Transferred From: Doc. 1 - Grantor(s) Name(s) Henry M. Wright, Jr., Declarant; Doc. 2 - Grantor(s) Name(s)
Doc. 1 - Owner(s) of Record, if Different from Grantor(s); Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To: Doc. 1 - Grantee(s) Name(s) Robert D. Kunisch and Philip G. Enstice, Trustees; Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed: Doc. 1 - Additional Names to be Indexed (Optional); Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information: Instrument Submitted By or Contact Person Name: Michael L. Snyder, Firm: COADY & FARLEY, Address: 400 Allegheny Avenue, Towson, Maryland 21204
Return to Contact Person, Hold for Pickup, Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information: Yes/No Will the property being conveyed be the grantee's principal residence? Yes/No Does transfer include personal property? If yes, identify:
Yes/No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification
Transfer Number, Date Received, Deed Reference, Assigned Property No.
Year, Land, Buildings, Total, Geo., Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. St., Sub, Plat, Section, Ex. Cd., Block, Lot, Occ. Cd.

REMARKS:
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

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TRANSFER TAX NOT REQUIRED
DIRECTOR OF FINANCE
BALTIMORE COUNTY MARYLAND
Per [Signature]
Authorized Signatory
Date: 2-5-97 Sec 33-139 DCC