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Maryland Department of Housing and Community Development

Division of Historical and
Cultural Programs

100 Community Place
Crownsville, Maryland 21032

410-514-7600

1-800-756-0119

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Maryland Relay for the Deaf.

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Parris N. Glendening
Governor

Raymond A. Skinner
Secretary

Marge Wolf
Deputy Secretary

A BRIEF LOOK AT MARYLAND'S HISTORIC DESIGNATION PROGRAMS

The National Register of Historic Places is a list of properties acknowledged by the Federal government as worthy of preservation for their significance in American history and culture. National Register properties include districts, buildings, sites, and objects of significance to their local community, state, or the nation. The National Register is maintained by the Secretary of the U.S. Department of the Interior and administered by the National Park Service. In Maryland, the National Register program is administered by the Maryland Historical Trust, the State Historic Preservation Office. Certain state and Federal regulatory protections, financial assistance, and tax benefits are available for resources listed in the National Register.

The Maryland Register of Historic Properties, established by the Maryland legislature in 1985, is also a list of properties considered worthy of preservation for significance in American history and culture. Also maintained by the Maryland Historical Trust, the Maryland Register includes districts, buildings, sites, and objects. Inclusion in the Maryland Register requires that the resource be listed in or determined eligible by the Director of the Maryland Historical Trust for listing in the National Register of Historic Places. Certain state regulatory protections and grant and loan programs are available for resources included in the Maryland Register.

The Maryland Inventory of Historic Properties is a broad-based catalog of information on districts, sites, buildings, structures, and objects of known or potential value to the prehistory, history, terrestrial and underwater archaeology, architecture, engineering, and culture of the State of Maryland. The inventory is divided into two sections: standing structures/non-archaeological sites and archaeological sites. The information in the Maryland Inventory varies from minimal to extensively researched reports. The Maryland Inventory is often used as the basis for making decisions about eligibility determinations, establishing contexts for nomination, and significance of a resource. Inclusion in the inventory carries no regulatory protections or financial benefits.

A Determination of Eligibility is a decision that a property is eligible for listing in the National Register of Historic Places and/or the Maryland Register of Historic Properties. In Maryland, this decision is made under the authority of the Director of the Maryland Historical Trust who is also the State Historic Preservation Officer. Determinations are made in response to nomination of

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property to the National Register of Historic Places by the State Historic Preservation Officer, certification of a locally designated historic district by the Secretary of the U.S. Department of the Interior for purposes of the Federal preservation tax incentive program, requests from the Federal and state agencies in complying with Federal and state law, and general request to the Director. A Determination of Eligibility is not equivalent to listing a resource in the National Register of Historic Places. Certain Federal and state regulatory protections and certain state grant and loan programs are available to determined eligible properties.

A Local Historic Designation is a method used by local jurisdictions for preserving their historic districts and individual resources by using local zoning legislation. The procedure varies from one jurisdiction to another but follows guidelines established by the state legislature. Locally designated landmarks and districts do not need to be listed in or determined eligible for listing in the National Register, Maryland Register, or Maryland Inventory to be designated under local law. Certain federal and state regulatory protections and certain Maryland grant and loan programs and state tax benefits may apply to locally designated districts.

For further information, please contact the Maryland Historical Trust:

National Register, Maryland Register, and Determinations of Eligibility in general, please contact the Evaluation and Registration Unit, Office of Research, Survey, and Registration at 410-514-7644.

Federal and state agency Determination of Eligibility requests, please contact the Office of Preservation Services at 410-514-7600.

Regulatory protections, financial assistance, and tax benefits resulting specifically from listing in the National Register of Historic Places and inclusion in the Maryland Register of Historic Properties, please contact the Office of Preservation Services at 410-514-7600.

Maryland Inventory of Historic Properties, please contact the Office of Research, Survey and Registration at 410-514-7656.

National Register and Maryland Inventory applications and forms, please contact the Office of Research, Survey and Registration at 410-514-7644.

Local designation process, please contact the Maryland Association of Historic District Commissions at 301-495-7340 or the jurisdiction in which the landmark or district is located.



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NATIONAL REGISTER OF HISTORIC PLACES

Effects of Listing Maryland Properties

The National Register of Historic Places is a list of properties acknowledged by the Federal Government as worthy of recognition and preservation for their significance in American history and culture. National Register properties include districts, sites, buildings, structures, and objects of significance to their local community, state, or the nation. The National Register program is part of a national policy to recognize and protect the country's historic and cultural heritage. The National Register is maintained by the Secretary of the Interior and administered by the National Park Service. In Maryland the National Register program is administered by the Maryland Historical Trust, the State Historic Preservation Office.

Benefits of listing in the National Register:

1. The prestige of formal recognition that a property is of significance in American history, architecture, archaeology, engineering and/or culture. Nomination involves a multiple-step review process that includes professional evaluations of the significance of the property.
2. Consideration in the planning for federally or state assisted projects. Procedures require careful consideration of properties which will be affected by projects involving federal or state funds, licenses, permits, or tax benefits.
3. Eligibility for federal income tax benefits that include: 1) a 20% investment tax credit for a certified rehabilitation of historic commercial, industrial, and rental residential buildings and 2) a charitable donation deduction for the conveyance of a perpetual easement to a qualified preservation organization.
4. Eligibility for a Maryland income tax benefit for approved rehabilitation.
5. Eligibility to apply for grants and low interest loans for historic preservation projects.

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Effects of Listing Maryland Properties

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6. Consideration of historic values in the decision to issue a surface coal mining permit where coal is located, in accord with the Surface Mining Control and Reclamation Act of 1977.

Listing in the National Register . . .

does NOT mean that the Federal Government or the State of Maryland want to acquire the property, place restrictions on the property, or dictate the colors or materials used on individual buildings. Local ordinances or laws establishing restrictive zoning, special design review committees, or review of exterior alterations, are NOT a part of the National Register program.

does NOT require the owner to preserve or maintain the property or seek approval of the Federal Government or the State of Maryland to alter the property. Unless the owner applies for and accepts special federal or state tax, licensing, or funding benefits, the owner can do anything with his property he wishes so long as it is permitted by state and local law.

does NOT guarantee preservation of the property. The owner is not required to preserve the property nor is the property protected from the effects of development projects, unless federal or state funding, licensing or tax benefits are involved.

does NOT stop federally or state funded or licensed projects when these are desired by the owner and shown to be in the public interest. Procedures do require careful consideration of federally or state funded or licensed projects which call for alteration or demolition of National Register properties before the license is issued or funds released.

does NOT impose tax penalties on owners who demolish listed properties.

For further information about the National Register program in Maryland or the eligibility of a property for listing in the National Register, please contact the Office of Research, Survey and Registration of the Maryland Historical Trust at 410-514-7644.

For further information concerning tax benefits, grants, and loans, please contact the Office of Preservation Services at the Trust at 410-514-7628.

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Exhibit "B"

COVENANTS AND RESTRICTIONS
(Attached to Deed)

THESE COVENANTS AND RESTRICTIONS are attached as "Exhibit B" to a deed from Mrs. Douglas Gordon (the "Grantor") and M. Joseph Lickey, Jr. and Joann G. Lickey (the "Grantee") and are fully incorporated as if set forth in the body of the deed.

WHEREAS, Grantor is interested in preserving the historical, aesthetic, and cultural integrity of her former residence located at 15 Charlotte Place, Baltimore, Maryland 21218,

WHEREAS, Grantor is conveying fee simple title to her former residence and desires to place certain restrictions upon Grantee's subsequent use of the premises,

WHEREAS, Grantee is willing to accept title subject to the Covenants and Restrictions set forth herein,

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following Covenants and Restrictions are incorporated in the Deed of Conveyance to which they are attached, and said Covenants and Restrictions shall run with the land, as follows:

1. Duration and Nature. The Covenants and Restrictions shall be perpetual in duration, and run with the land, enforceable by Grantor and her successors, transferees and assigns with respect to the Property and against Grantees and their heirs, successors, transferees and assigns, all of whom are collectively referred to herein as "Grantor" and "Grantee", respectively. The Covenants and Restrictions are subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property.

2. Maintenance and Administration. Grantee shall keep and maintain the Property, including the Exterior and Interior (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantee shall maintain, repair and administer the Property and the Exterior and Interior of the improvements thereon in a manner to preserve the historic, aesthetic and cultural character and appearance of the Property and the improvements thereon. The maintenance, repair and administration of the Property and the Exterior and Interior of the improvements thereon shall further conform to the requirements of

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satisfactory photographic repro-
duction.

Paragraph 3 below. This covenant does not require reconstruction of any improvements which are destroyed in whole or in part by casualty loss unless insurance proceeds are available for such purposes.

3. Changes and Alterations.

(a) Grantee shall not cause, permit or suffer any construction which would alter or change the Exterior or Interior areas (as hereinafter defined) of the Property provided, however, that if damage has resulted to said Exterior or Interior from casualty loss, deterioration or wear and tear, then the maintenance, reconstruction, repair, repainting or refinishing to correct the damage shall be permitted provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not substantially alter the appearance of such improvements upon conclusion of the restoration of the Property.

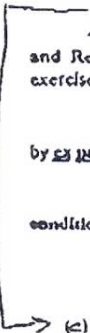
(b) The term Exterior includes the exterior of the house, the south facade of the garage, and the brick wall at the periphery of the property. All other parts of the exterior and land are excluded herefrom and are unrestricted in their present and future use. The term Interior includes the paneled rooms on the first floor which will not be painted, and the original living room, entry hall, reception room, study, dining room and library on the first floor will not be divided in any manner, and the mantels will not be removed from the property. All other areas of the interior are excluded herefrom and are unrestricted in their present and future use. For all designated areas, the terms Exterior and Interior mean the surfaces of an improvement on the Property including the architectural style, the general design and arrangement, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, perimeter brick wall and decorative iron gates, other similar exterior and interior features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(c.)

4. Breach by Grantee. Upon any breach of the terms of the Covenants and Restrictions by Grantee, Grantor may, after reasonable notice to Grantee, exercise any or all of the following remedies:

(i) institute suit(s) to enjoin any breach or enforce any covenant by specific, temporary, and/or permanent injunction;

(ii) demand that the Property be restored promptly to the condition required by the Covenants and Restrictions; and



(k)

Wm G.
JH
Ms JH

Grantee may construct auxiliary buildings (in-ground pool, changing rooms, etc) only on that part of the Property north of the existing gravel driveway. There shall, however, be only one dwelling on the property at all times. The location of the existing driveway is shown shaded in gray on the attached location survey of the Property.

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Grantor's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantee is found to have breached any of Grantor's obligations under this agreement, Grantor shall reimburse Grantor for any costs or expenses incurred by Grantor, including court costs and reasonable attorneys fees.

5. Waiver No waiver of any term or condition of this agreement shall have any force or effect unless it be in writing and approved by the parties hereto. No failure on the part of Grantor to enforce any covenant or provision herein nor the waiver of any right thereunder by Grantor shall discharge or invalidate such covenant or provision of any other covenant, condition, or provision hereof, or affect the right of Grantor to enforce the same in the event of a subsequent breach or default.

6. Subsequent Conveyance Grantee agrees that the restrictions set forth herein will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which the Grantee's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is encumbered, divested or conveyed.

7. Assignment Grantor may assign or transfer her interest herein to The Guilford Association, Inc., the Maryland Historical Trust, or a governmental unit or organization which qualifies at the time of the transfer as an eligible donee or assignee of her interest under any pertinent provisions of federal or state law.

Wm. Ford Lincoln
Seller

John B. Hines
BUYER

Mr. George Heston
BUYER

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satisfactory photographic repro-
duction.