

DEED

THIS DEED OF RESTRICTIONS AND DISCRETIONARY RIGHTS AND POWERS UNDER RESTRICTIVE COVENANT DECLARATIONS, made this 17th day of March, 1972, by Bay Country Developers, Inc., a body corporate of the State of Maryland, Donald S. Laird, Charles M. Rock, Jr., and Joseph W. Small, III, co-partners trading as Laird, Rock & Small and Laird, Rock and Small, Inc., a body corporate of the State of Maryland, parties of the first part, Grantors, to Residents of Fox Chapel, an unincorporated association, existing under the provisions of Article 23 Section 138 of the Annotated Code of Maryland (1966 Replacement Volume) composed exclusively of owners of lots in the development of Fox Chapel, in the Eighth Election District of Baltimore County, Maryland, parties of the second part, Grantee;

WHEREAS, the parties hereto of the first part were heretofore title holders and owners of all that residential development known as Fox Chapel, located in the Eighth Election District of Baltimore County, Maryland, and on the west side of the Dulany Valley Road and extending westward to the east side of Pot Springs Road; and

WHEREAS, being title holders and owners of said development, the parties of the first part divided said development into four sections and prepared a plat of each section and laid out the same in various lots and streets as shown on said plats, which were recorded among the Plat Records of Baltimore County, Maryland, as follows:

Section One -- Recorded July 9, 1958, Plat Book G.L.B. No. 25 folio 42 and a resubdivision of Block "C" Section One recorded February 13, 1959, in Plat Book W.J.R. No. 26 folio 13.

Section Two -- Recorded October 9, 1962, in Plat Book W.J.R. No. 28 folio 103.

Section Three -- Recorded June 26, 1964, Plat Book R.R.G. No. 29 folio 149.

Section Four -- Recorded November 12, 1964, Plat Book R.R.G. No. 30 folio 44; and,

WHEREAS, Bay Country Developers, Inc., while the owner and title holder of Sections One and Two; and Donald S. Laird, Charles M. Rock, Jr., and Joseph W. Small, III, co-partners trading as Laird, Rock and Small, and Laird, Rock and Small, Inc., while such partnership and body corporate were the owners and

TRANSFER TAX NOT REQUIRED

Walter R. Richardson

Director of Finance

Per: *Clara M. Miller*
Authorized Signature

title holders of Sections Three and Four, certain Declarations were executed and recorded by said parties, imposing upon the lots and property shown on each of said four plats, certain restrictive covenants, more particularly set forth hereinafter, such Declarations being as follows:

1. Declaration dated January 8, 1960, and recorded among the Land Records of Baltimore County, Maryland in Liber W.J.R. No. 3657 folio 634, by and between Bay Country Developers, Inc., Laird, Rock and Small, Inc., Robert Tyson Greer and Anna Davis Greer, his wife, William A. Patterson and Audrey C. Patterson, his wife, as title holders, and Mercantile-Safe Deposit and Trust Company, Loyola Federal Savings and Loan Association, Sam W. Borden and Richard D. Biggs, Trustees, and Sara S. Small, widow, as mortgagees, in which Declaration it is stated that the said parties thereto, for themselves, their respective heirs, successors and assigns, in consideration of the mutual benefits to be derived by them, do hereby impose the following restrictions, conditions, covenants, easements and agreements as hereinafter set forth on the lots shown on the hereinafter mentioned Plats and do hereby further agree to hold and convey their respective interests in and to each of said lots of ground subject to said restrictions, conditions, covenants, easements and agreements, and in which Declaration Bay Country Developers, Inc., and its successor or successors was and were referred to as "Seller" and said Declaration covered and affected the land shown on Plats of Fox Chapel, Section One and Resub-division of Section One, Block "C", and in said Declaration the said restrictions, conditions, covenants, easements and agreements were declared to run with the land and be binding upon all parties to said Declaration and all persons claiming under them until July 1, 1980, with right of extension, change and waiver.

2. Declaration dated November 1, 1962, and recorded among the Land Records of Baltimore County, Maryland, in Liber W.J.R. No. 4067 folio 169, by and between Bay Country Developers, Inc., title holder and Mercantile-Safe Deposit and Trust Company, mortgagee, in which Declaration it is stated that the said parties hereto, for themselves, their respective heirs, successors and assigns, in consideration of the mutual benefits to be derived by them, do hereby impose the following restrictions, conditions, covenants, easements and agreements as hereinafter set forth on the lots shown on the hereinafter mentioned Plats and do hereby further agree to hold and convey their respective interests in and to each of said lots of ground subject to said restrictions, conditions, covenants, easements and agreements, and in which Declaration Bay Country Developers, Inc., and its successor or successors was and were referred to as "Seller" and said Declaration covered and affected the land shown on "Plat of Fox Chapel, Section Two", and said Declaration of restrictions, conditions, covenants, easements and agreements was declared to run with the land and be binding upon all parties to said Declaration and all persons claiming under them until July 1, 1982, with rights of extension, change and waiver.

3. Declaration dated January 13, 1965, and recorded among the Land Records of Baltimore County, Maryland, in Liber R.R.G. No. 4413 folio 471, by and between Donald S. Laird, Charles M. Rock, Jr., and Joseph W. Small, III, co-partners trading as Laird, Rock and Small; Laird, Rock and Small, Inc., a body corporate, as title holders and Mercantile-Safe Deposit and Trust Company, Provident Savings Bank of Baltimore and The State Mutual Building Association of Baltimore City, as mortgagees, in which it is stated that the said parties hereto, for themselves, their respective heirs, successors and assigns, in consideration of the mutual benefits to be derived by them, do hereby impose the following restrictions, conditions, covenants, easements and agreements as hereinafter set forth on Lots Nos. 10, 11, 21, 22, 23, 24, 25 and 26 in Block B, and Lots Nos. 10, 11, 12, 13, and 14 in Block E as shown on a Plat entitled "Fox Chapel, Section Three" which plat is recorded among the Land Records of Baltimore County in Plat Book R.R.G. No. 29 folio 149, and on Lots Nos. 11, 12, 13, 14, 15, 16, 17, 18 and 19, Block A and Lots Nos. 12, 13, 14, 15, 16, 17, 18, 19 and 20 Block B, as shown on the Plat entitled "Fox Chapel, Section Four" which plat is recorded among the Land Records of Baltimore County in Plat Book R.R.G. No. 30 folio 44 and do hereby further agree to hold and convey their respective interests in and to each of said lots of ground subject to said restrictions, conditions, covenants, easements and agreements, and in which Declaration Donald S. Laird, Charles M. Rock, Jr., and Joseph W. Small, III, co-partners trading as Laird, Rock and Small and/or Laird, Rock and Small, Inc., their successor or successors were referred to as "Seller" and said Declaration covered and affected the lots hereinabove mentioned, as set forth on the Plats Nos. 3 and 4 mentioned above, and said Declaration of restrictions, conditions, covenants, easements and agreements were declared to run with the land and to be binding upon all parties to said Declaration and all persons claiming under them until January 1, 1985, with rights of extension, change and waiver; and

WHEREAS, the said Bay Country Developers, Inc., Donald S. Laird, Charles M. Rock, Jr., and Joseph W. Small, III, co-partners trading as Laird, Rock and Small, and Laird, Rock and Small, Inc., the title holders to all of the lots hereinabove mentioned, have sold and conveyed all of the lots hereinabove mentioned as shown on the plats above mentioned and desire to transfer and assign to the Grantee, Residents of Fox Chapel, an unincorporated association composed of and limited to the title holders of lots in the development of Fox Chapel and shown on said Plats as representative of said title holders, all the rights, title, interest in and to the restrictions, conditions, covenants, easements and agreements, set forth in the aforesaid Declarations, including all of the retained discretionary rights and powers of the Grantors herein as the "Seller" mentioned in said Declarations, and in consideration of the Grantee, Residents of Fox Chapel for and on behalf of all the lot owners in the development of Fox Chapel accepting such rights, title, interest and retained discretionary rights and powers for and on behalf of the title holders owning each and every lot shown on the

Plats and hereinabove mentioned, the said Grantors do hereby transfer and assign to the Grantee, all of the Grantors' rights, titles and interests in and to the restrictions, conditions, covenants, easements and agreements set forth in the foregoing Declarations, including all of the retained discretionary rights and powers of the Grantors herein, as the "Sellers" mentioned in said Declarations, to the end and intent that the Grantee herein may, as a representative of all the owners of lots in the development of Fox Chapel, enforce all of such restrictions, conditions, covenants, easements and agreements set forth in the foregoing Declarations as well as to exercise all of the retained discretionary rights and powers of the "Seller" as set forth therein as follows:

PARAGRAPH "A" - DEFINITIONS

1. The word "Seller" as hereinafter used shall mean Bay Country Developers, Inc., Donald S. Laird, Charles M. Rock, Jr., and Joseph M. Small, III, co-partners trading as Laird, Rock and Small and Laird, Rock and Small, Inc., and their heirs, successor or successors.

2. The words "Tract" and "Tract of Land" shall mean the land shown on "Plats of Fox Chapel, Section One and Resubdivision of Section One, Block "C", Section Two, Section Three and Section Four" recorded among the Land Records of Baltimore County.

3. The word "Building" as used herein is intended to mean one detached building.

4. The word "Lot" shall mean one unit of said tract as shown on the said recorded Plats.

PARAGRAPH "B" - ABSOLUTE
RESTRICTIONS

There shall not be erected, permitted or maintained upon any of the land in said tract, any building other than private dwelling houses, each dwelling being designated for occupation by a single family and private garages for the sole use of the respective owners or occupants of the lots upon which said garages are erected; there shall not be erected or maintained on said tract of land an apartment house or houses designed or altered for occupation by more than one family and no more than one dwelling may be erected on a lot. This restriction shall not preclude a physician or dentist from having an office in his home, a business man from having a private office, nor prevent the erection and maintenance of any office by "Seller", for the sale and management of the property which the "Seller" may deem to be of benefit and advantage to future dwellers in the Village.

No live stock, domestic animals or fowl, except those ordinarily kept as pets, shall be kept on said tract, nor shall such pets be kept for commercial purposes, nor in numbers which in the opinion of "Seller" are obnoxious to health, peace and quiet.

Fences shall be of wood with two rails for split rail fence, or two or three horizontal boards not over six inches wide, with top of top rail in all cases a maximum of thirty-six inches above ground except required fences around swimming pools shall not exceed 54 inches from ground level and shall be kept at least 25 feet from property lines.

Metal awnings or roofs over windows, doors, porches, decks, etc. are prohibited unless of standing seam or seam and batten construction with approval of plans for architectural effect.

All exterior lights with exposed bulbs shall have bulbs not exceeding twenty-five watts, unless protected by translucent shades or panes and then shall not exceed fifty watts. Flood lights, or spot lights must not have an aiming angle over 45 degrees from horizontal and must be directed in such a way as to not be objectionable to adjacent property owners.

Exterior air conditioning equipment must be kept at least fifty feet from property line and so shielded or baffled as to eliminate objectionable noise from adjacent property.

PARAGRAPH C - FREE SPACES

In order that the tract in its entirety may be developed in harmony with the surroundings and to the best effect, no building or part thereof as hereinafter provided shall be erected or maintained on any part of a lot less than fifty feet from any street or road on which such lot binds, or less than ten feet from any side line or ten feet from any rear line of the plat upon which said building is erected or beyond any established building line. In case of any question that may arise the "Seller" shall in all cases have the right to say and determine which are the front, side and rear lines of any lot, and the "Seller's" judgment and determination therein shall be final and binding.

PARAGRAPH D - APPROVAL OF PLANS

No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such and the grading plan of the lot to be built upon, shall have been submitted to, and approved in writing by the "Seller", and a

copy thereof, as finally approved, lodged permanently with the "Seller". The "Seller" shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in his opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, he shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials, of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or the roadway, as planned on the outlook from the adjacent or neighboring property.

**PARAGRAPH E - EASEMENTS
AND RIGHTS RESERVED**

The right and easement are reserved to construct and maintain on the rearmost and sidemost ten foot strips or portions of any lot shown on the plat the poles, anchors and guys, with their attachments, that may be reasonably necessary in the construction and maintenance of the pole lines erected in furnishing electric current, telephone and other public utility service to the occupants of said tract, provided that, if any poles, anchor, guy or attachment shall interfere with any building that may hereafter be erected on said tract, the pole, anchor, guy or attachment shall be relocated, without expense to the owner of the plot on which it is located. Also along such ten foot strips, for the construction and maintenance of conduits to carry such wires below ground, and for the construction and maintenance of storm water drains, land drains, sewers, pipe lines supplying gas, water or heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The right is reserved to prune or trim any tree or shrub on any lot that interferes with the construction, maintenance or efficiency of said electric current, telephone or other public utility service. Also to trim or prune at the expense of the owner maintaining the same, any hedge or other planting that, in the "Seller's" opinion, by reason of its location on the lot or the height, to which it is permitted to grow, is unreasonably detrimental to the adjoining property, or obscures the view in street traffic, or is unattractive in appearance.

The "Seller" shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

The "Seller" reserves the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street to a slope of two to one, but the "Seller" shall not be obligated to do such grading or to maintain the slope.

PARAGRAPH F - STREETS
AND ROADS

It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street or road shown on said plat, the title to all such streets and roads being hereby expressly reserved to the "Seller"; nor shall any deed from the "Seller" hereafter made, conveying any part of the land included in said tract, be held to convey the title or to dedicate the bed of any street or road, except where expressly so conveyed or dedicated in the deed.

The "Seller" hereby gives and grants to each owner, hereafter acquiring title to any of the land included in said tract; the right to such use of the streets or roads shown on said plat as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such owner; but, subject, to such use by said owners, the "Seller" expressly reserves to himself the title to both the surface and beds of all said streets and roads, and the right to use and occupy the same or to allow others so to do in any manner that does not materially interfere with said user of ingress and egress, and he further expressly reserves the exclusive right to grade, change the grade of, regrade, change the location of, close or partly close any street or road shown on said plat, but no change of location or closing shall be made that will prevent reasonably convenient ingress or egress to and from or take any portion of, any lot sold by or conveyed by the "Seller" prior to such change of location or closing.

The "Seller" reserves, however, the right to dedicate to public use and the right to convey to any public authority or to any corporation having power to acquire the same, all his right, title and interest in and to any street or road shown on said plat or hereafter laid out in said tract, subject to the rights of property owners as hereinbefore granted.

All of the restrictions, conditions, covenants, easements and agreements contained herein shall run with the land and shall be binding upon all parties and persons claiming under them until July 1, 1980, as to lots in Plat of Section One; July 1, 1982 as to lots in Plat of Section Two, and January 1, 1985 as to lots in Sections Three and Four, at which time said restrictions, conditions, covenants, easements and agreements shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the same in whole or in part. Provided, however, if at any time before the above date eighty percent (80%) of the lots in said tract have been sold, houses erected and occupied the then owners of such improved lots by a majority vote may cancel or obviate in whole or in part any of the provisions herein contained by recording in the proper Land Records of the County an appropriate instrument or instruments in writing executed by said owners.

Wherever the context hereof so required, the masculine shall include the feminine and/or the neuter, and the singular shall include the plural.

The aforesaid unincorporated association, Residents of Fox Chapel whose address is c/o Karl Turk, Jr., 402 Chapelwood La., Fox Chapel or the then designated Chairman of Res. of Fox Chapel is taking an assignment of the retained discretionary rights of the developers so that wherever the word "Seller" appears in the above restrictions, in addition to the right of each and all of the title holders of lots in the entire development known as Fox Chapel aforesaid to enforce the respective restrictions, conditions, covenants, easements and agreements, and all title holders and owners of the respective lots shall be subject to the enforcement of said restrictive covenants and discretionary rights and powers, said unincorporated association, Residents of Fox Chapel, shall be constituted the representative of all of the said title holders and may perform through its Board of Governors such rights and duties as were granted to the "Seller" in the above restrictions, including, but not limited to, the right to approve the plans and specifications of any building, fence, wall or other structure, or any addition to or change or alteration thereof, before the same shall be commenced.

And the said unincorporated association known as Residents of Fox Chapel, through its Board of Governors does hereby accept the transfer and assignment of the above, rights, titles and interests of the retained discretionary rights and powers set forth in the foregoing restrictions, covenants, conditions, easements and agreements and agrees to take such actions and proceedings as may be necessary to compel observance of the same and to exercise all such retained discretionary rights and powers; as may be suitable and proper.

WITNESS the name and corporate seal of Bay Country Developers, Inc., and the signature of *J.W. Small III* the President thereof;

WITNESS the name of Laird, Rock and Small, a co-partnership and the signature and seal of *J.W. Small III* one of the partners thereof;

WITNESS the name and corporate seal of Laird, Rock and Small, Inc., and the signature of *J.W. Small III* the President thereof;

WITNESS the name of Residents of Fox Chapel, and the signature of *Karl Turk Jr.* the Chairman of the Board of Governors thereof.

ATTEST:

BAY COUNTRY DEVELOPERS, INC.

J.W. Small III

By: *J.W. Small III*

President

TEST:

J. W. Small #

LAIRD, ROCK AND SMALL

By: J. W. Small # (SEAL)
Partner

ATTEST:

J. W. Small #

LAIRD, ROCK AND SMALL, INC.

By: J. W. Small #
President

TEST:

Alberta R. Edmon

RESIDENTS OF FOX CHAPEL

By: Earl L. Lipp
Chairman of Board of Governors

Alberta R. Edmon
Secretary of Board of Governors

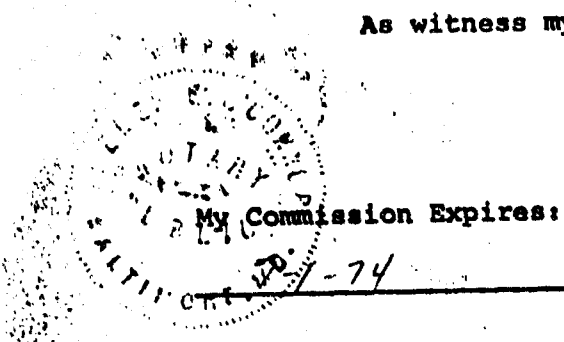
ACKNOWLEDGEMENTS

STATE OF MARYLAND)
County OF BALTIMORE) to wit

I HEREBY CERTIFY that on this 17th day of March 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared J.W. Small III who acknowledged himself to be the President of Bay Country Developers, Inc., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation by himself as President.

As witness my hand and Notarial Seal.

Helen E. O'Connor
Notary Public

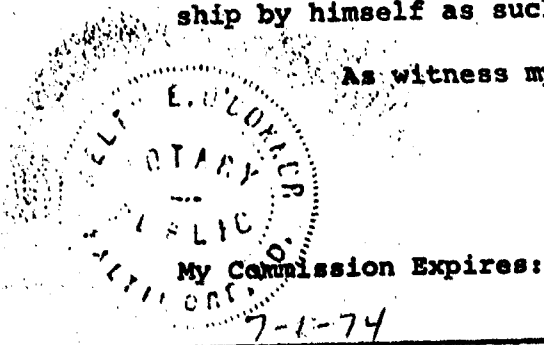


STATE OF MARYLAND)
County OF BALTIMORE) to wit

I HEREBY CERTIFY that on this 17th day of March 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared J.W. Small III who acknowledged himself to be a partner of the co-partnership known as Laird, Rock and Small, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence the name of the partnership by himself as such partner.

As witness my hand and Notarial Seal.

Helen E. O'Connor
Notary Public



STATE OF MARYLAND)
 County OF BALTIMORE) to wit

I HEREBY CERTIFY that on this 17th day of March 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared J.W. Small Jr who acknowledged himself to be the President of Laird, Rock and Small, Inc., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing, in my presence, the name of the corporation by himself as such President.

As witness my hand and Notarial Seal.

Helene E. O'Connor
 Notary Public

My Commission Expires:

7-1-74

STATE OF MARYLAND)
 County OF BALTIMORE) to wit

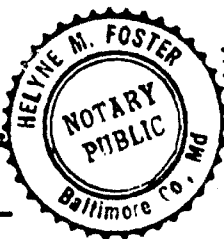
I HEREBY CERTIFY that on this 12th day of April, 1972, before me the subscriber, a Notary Public of the State of Maryland, personally appeared KARL TURK, JR. who acknowledged himself to be the Chairman of the Board of Governors of the unincorporated association known as Residents of Fox Chapel, and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the unincorporated association by himself as such Chairman.

As witness my hand and Notarial Seal.

Helene M. Foster
 Notary Public

My Commission Expires:

7/1/74



0545**** 2607762 MAY 12-72
 0545**** 2607762 MAY 12-72

Rec'd for record MAY 12 1972 at 12³⁵
 Per Orville T. Gosnell, Clerk
 Mail to William W. Cahill
 Receipt No. 3450