

Deed and Agreement

BETWEEN

THE ROLAND PARK COMPANY

AND

EDWARD H. BOUTON

Containing Restrictions,
Conditions, Charges, Etc.
Relating to

GUILFORD

THIS PAMPHLET SHOULD BE CAREFULLY
PRESERVED. SEE NOTICE
ON NEXT PAGE.

NOTICE

Lots in Guilford will be conveyed by The Roland Park Company subject to the provisions of the within Deed and Agreement.

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

In every transfer of land in Guilford a proper reference should be made in the conveyance to this Deed and Agreement.

THE ROLAND PARK COMPANY.

Dated July 1st, 1913.

THIS DEED AND AGREEMENT, made this 26th day of June, 1913, by and between THE ROLAND PARK COMPANY (hereinafter called the Company), a Maryland corporation, formed by the consolidation of Roland Park Company of Baltimore City and Guilford Park Company of Baltimore City (see Agreement of Consolidation recorded among the Charter Records of Baltimore City, in Liber S. C. L. No. 56, Folio 325, and among the Corporation Records of Baltimore County, in Liber W. P. C. No. 5, Folio 305), party of the first part, and Edward H. Bouton, of Baltimore County, Maryland (hereinafter called the Purchaser), party of the second part.

WHEREAS, the Company owns a tract of land lying partly in Baltimore City and partly in Baltimore County, Maryland, which it has caused to be platted into lots and other parcels, as shown on a plat divided into three (3) sheets and hereby expressly made a part hereof; said three sheets composing said plat are marked and filed concurrently herewith as follows, viz.: one sheet marked "Plat of Guilford * * * Sheet No. 1" filed among the Land Records of Baltimore City, and the other two sheets marked respectively "Plat of Guilford * * * Sheet No. 2" and "Plat of Guilford * * * Sheet No. 3" filed among the Land Records of Baltimore County.

WHEREAS, the Company intends to develop and improve said tract of land and open up and lay out the streets shown on said plat and offer for sale the lots and other parcels of land included in said tract, and is desirous of subjecting all of said tract of land and the lots and parcels shown on said plat to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out; and

WHEREAS, the Purchaser is desirous of purchasing certain of the Lots shown on said "Plat of Guilford" and is desirous of co-operating with the Company for the purpose of making the covenants, agreements, easements, restrictions, conditions and charges, hereinafter set out, binding alike upon the Com-

pany, its successors and assigns, and upon the Purchaser, his heirs, executors, administrators and assigns, and upon the lots to be retained and owned by the Purchaser, as well as upon all the land included in said tract; and

WHEREAS, in order to make said covenants, agreements, easements, restrictions, conditions and charges, binding and of full force and effect on all the land included in said tract and upon the present and future owners and occupants of the same, the Company and the Purchaser have agreed to enter into this Deed and Agreement, whereby the Company will convey to the Purchaser all the lots, blocks and parcels of land shown on said "Plat of Guilford," except those portions thereof expressly reserved or excepted in the particular description hereinafter contained and immediately thereafter the Purchaser will reconvey to the Company charged with all the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out, all those lots, blocks and parcels of land so conveyed to him, except the following lots, namely:

Lots numbered 9 and 10 in Block numbered 16,

Lots numbered 1 to 10, both inclusive, in Block numbered 53,

Lots numbered 1, 2, 15 and 16 in Block numbered 54,

Lots numbered 1 and 16 in Block numbered 55,

Lots numbered 1, 2 and 3 in Block numbered 56, and

Lots numbered 1 to 12, both inclusive, and 27 to 31, both inclusive, in Block numbered 57, which lots the Purchaser will hold and hereafter convey subject to said covenants, agreements, easements, restrictions, conditions and charges.

Now, Therefore, this Deed and Agreement Witnesseth, That for and in consideration of the premises and the sum of Five (5) dollars in hand paid by the Purchaser to the Company, the receipt whereof is hereby acknowledged, and the performance of the covenants, agreements and conditions hereinafter set out, the parties hereto do hereby agree as follows:—

The Company does hereby grant and convey unto the Purchaser, subject to the covenants, agreements, easements, restric-

tions, conditions and charges hereinafter set out, all the following lots, blocks and parcels of land lying, being and situate in Baltimore City and Baltimore County, Maryland, and being marked and designated on said "Plat of Guilford" by numbers or letters, that is to say, all of blocks numbered 9, 10, 29, 31 and 36, and all lots and parcels numbered or lettered, shown on said plat, as being in blocks numbered 2, 3, 4, 7, 8, 11 to 28, both inclusive, 32, 33, 34, 35, 37 to 48, both inclusive, and 53 to 57, both inclusive, including parcels lettered respectively A, B, C, D, E, F, G, H, J, K and L, and including parcels marked and designated respectively on said Plat as Section A, Section B, Section C, Section D, Section E and Section F, excepting, however, from this grant all streets shown on said "Plat of Guilford" and the three (3) Parks shown thereon and designated respectively as "The Little Park," located in Block 22, "Stratford Green," located in Block 31, and "Sunken Park," located in Block 56.

Together with the improvements thereon and the rights and appurtenances thereto belonging and appertaining.

To HAVE AND TO HOLD the above granted property unto the Purchaser, his heirs and assigns, forever in fee simple, subject, however, to the following covenants, agreements, conditions, easements, restrictions and charges, which it is hereby covenanted and agreed shall be binding upon the Company, its successors and assigns, and upon the Purchaser, his heirs, executors, administrators and assigns, and upon all the land included in said tract.

DEFINITIONS.

SUB-DIVISION I.

The word "street" as used in this Deed is intended to mean any street, highway or other thoroughfare shown on said plat, or hereafter laid out in said tract, whether designated as street, avenue, road, place, lane, path, way or otherwise.

A "front street" shall, as to any lot except a corner lot, be deemed the street, not less than twenty-five (25) feet in width,

upon which the particular lot abuts. A corner lot shall be deemed to front on the street, not less than twenty-five (25) feet in width, upon which it has its smallest frontage, except in cases where the Company shall designate in this Deed, or in any Deed conveying any corner lot hereafter made by it, the street on which such corner lot shall thereafter be considered as fronting.

The word "building" as used in this Deed is intended to mean either a detached building or a block of two or more attached buildings.

The word "plot" as used in this Deed is intended to mean any piece or parcel of land on which, in accordance with the provisions hereof or of any deed from the Company hereafter transferring title thereto, the owner shall have the right to erect a single building or a single block of buildings; a plot may consist of a single lot or of more or less than a single lot.

The words "Plat of Guilford," "Tract," "Plat," "Tract of Land," as used in this Deed are each intended to mean all the land shown on and included in said three sheets of said plat, filed for record as hereinbefore stated.

NUIS- ANCES.

SUB-DIVISION II.

There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any brewery, distillery, malthouse, slaughterhouse, brass foundry, tin, nail, iron or other foundry, limekiln, stone quarry, cement mill, sugar refinery, crematory, graveyard, jail, penitentiary, house of correction, hospital, asylum, sanatorium or institution of like or kindred nature, stable of any kind (except in Block Ten (10) of said plat and except stables maintained by the Company for its own use during the development of the property), cattle yard, hogpen, fowl yard or house, cesspool, privy vault or any form of privy; nor any plant, manufactory or establishment for the purpose of making or preparing soap, candles, starch, vitriol, vinegar, glue, ink, turpentine, oil, lamp black, gunpow-

der, dynamite or other explosive, baking powder, cream of tartar, gas, asphalt or fertilizer, nor for bone boiling, fat boiling, dyeing, tanning, dressing or preparing of skins, hides or leather; nor shall any noxious, dangerous or offensive thing, trade or business whatsoever be permitted or maintained on said property; nor shall any live poultry, hogs, cattle or other livestock except draft animals in the above stables be kept thereon.

[A racially restrictive covenant was included in the original Deed and Agreement of June 26, 1913. It has long since been determined to be unenforceable and completely invalid. The Guilford Association agrees with the public policy that makes racially restrictive agreements unconstitutional and expressly repudiates and condemns the original second paragraph of Sub-Division II.]

Smoke. No owner or occupant of any part of said tract of land shall cause or permit thereon the emission into the open air of dark smoke or thick gray smoke; the Company expressly reserves, however, the right, for any reason deemed by it sufficient, from time to time to suspend this restriction for definite periods, provided any such suspension shall apply to all the land included in said tract, and it shall become the duty of the Company, prior to such suspension, to leave at or mail to the occupied dwelling-houses on said tract a notice, setting forth the reason for such suspension and the dates when it shall commence and terminate; at the termination of the time specified in any such notice, the restriction shall again become operative to the same extent as if it had never been so suspended.

**USE OF
LAND.**

SUB-DIVISION III.

The land included in said tract, except as hereinafter provided, shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling-houses, each dwelling being designed for occupation by a single family, and private garages

**Private
Residences.**

**Private
Garages.**

for the sole use of the respective owners or occupants of the plots upon which such garages are erected.

Schools, etc.

Buildings to be used for schools, churches, libraries, art galleries, museums, hotels, apartment-houses, clubs, public garages, banks, offices and studios, or for recreative, educational, religious or philanthropic purposes may be erected or maintained in locations approved by the Company, and buildings may also be erected, maintained or used for business purposes in such locations in Blocks 9 and 10 of said plat and on plots fronting on York Road, as may be approved by the Company, provided, however, that no building shall be erected, maintained or used for any of the said purposes, except by the Company, unless in each case there shall have been filed in the proper office of

Limitations.

record a deed or other instrument in writing executed by the Company approving, specifying and limiting the uses to which such building may be put or the business which may be conducted therein; and provided further, that the restrictions contained in Sub-Division II hereof shall in all cases be observed.

No Nuisances.

Sub-Divisions IV, V and VI hereof shall not apply to a business building erected under the provisions of this Sub-Division, except to the extent that the Company shall expressly specify in its deed, made before or after the erection of such building, conveying the plot on which such building may be erected.

**Parks and
Playgrounds.**

Parks and playgrounds may be laid out and maintained in the locations designated on said plat and in other locations approved in writing by the Company.

SETBACK.

SUB-DIVISION IV.

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any street, twenty-five (25) feet or more in width, on which the plot, upon which such building is erected, abuts, than is specified in the "Schedule of Setbacks," hereinafter set out in Sub-Division XIX hereof.

**Covered
Porches.**

Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building, may en-

croach on such restricted areas by projecting thereon not more than twelve (12) feet.

Steps, etc.

Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.

Bay Windows.

Single story bay, bow and oriel windows not more than fifteen (15) feet in height (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than three (3) feet, but the total horizontal plane area of such encroachments on one side of a detached building or of each of a block of buildings shall not exceed thirty (30) square feet.

From Rear.

No building or part thereof, except a garage, shall be erected or permitted within ten (10) feet of the rear line of any plot.

Garages.

A garage shall not be erected within one hundred (100) feet of any front street, unless it be made a part of or be attached to or connected with the main building on the plot, nor in any case closer to any side street twenty-five (25) feet or more in width than is specified in the "Schedule of Setbacks" above referred to.

The Company shall in all cases have the right to say and determine which are the front, side and rear lines of any plot, and also the amount of the setback from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding.

Designation of Front Streets.

The Company hereby designates the streets on which the following lots shall be considered as respectively fronting, viz.:

Lot 9, Block 3, St. Paul Street.

Lot 6, Block 13, Charles-Street Avenue.

Lots 13 and 18, Block 13, Bedford Place.

Lot 32, Block 13, Charlote Place.

Lot 4, Block 15, Greenway.

Lot 14, Block 53, Overhill Road.

Lots 7 and 11, Block 54, Overhill Road.

Lot 1, Block 55, Charles-Street Avenue.

Lot 9, Block 57, Cold Spring Lane.
Lots 12 and 13, Block 57, Whitfield Road.
Lot 18, Block 57, Overhill Road.

SUB-DIVISION V.

FREE SPACES.

Free or open spaces shall be left on every plot built upon, on both sides of every building erected thereon, which free spaces shall extend the full depth of the plot and shall be in addition to and independent of any free spaces pertaining to or required for any other building or any other plot. No part of any building, except as hereinafter provided, shall encroach on these free spaces. The aggregate width of such free spaces required on both sides of any building shall be not less than fifty (50) per cent. of the width of the building nor in any case less than thirty (30) feet.

Minimum Free Spaces.

Division of Spaces.

The minimum width of such free space to be left on either side of any building shall be two-fifths of the minimum aggregate width of the free spaces required for such building.

Covered Porches and One-Story Extensions.

Covered porches, the floors of which are not higher than the level of the first floor of the building, as well as one-story extensions of the building, no part of any wall of which is more than fifteen (15) feet above the level of the first floor of the building, may encroach upon such free spaces by projecting thereon not more than ten (10) feet, but not nearer than ten (10) feet to either exterior limit of such free spaces.

Steps, etc.

Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.

Garages.

Garages located not nearer than one hundred (100) feet to the front street shall not be subject to the provisions of this Sub-Division.

If the width of any building, by reason of its irregular shape or otherwise, or, if the location of the free spaces required herein in relation thereto, be uncertain, the Company may in all such cases determine what is to be deemed the width of such

building and the location of such free spaces, and the decision of the Company in respect thereto shall be final.

The provisions of this Sub-Division shall not apply to plots binding on the York Road, or to Blocks 9 and 10.

**MAXIMUM
WIDTH OF
BUILD-
INGS.**

SUB-DIVISION VI.

No building or block of buildings more than two hundred and fifty (250) feet in width or length shall be erected or maintained.

**APPROVAL
OF PLANS.**

SUB-DIVISION VII.

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 structure and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Company and a copy thereof, as finally approved, lodged permanently with the Company. The Company shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, it 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, as planned, on the outlook from the adjacent or neighboring property.

**RIGHT TO
MODIFY.**

SUB-DIVISION VIII.

The Company hereby expressly reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or

provisions contained in Sub-Divisions III, IV, V, VI and VII hereof, as to any part of said tract then owned by the Company, and with the consent of the then owner as to any other land included in said tract.

**EASE-
MENTS
RE-
SERVED.**

SUB-DIVISION IX.

Easements and rights-of-way are hereby expressly reserved in and over the rear five (5) feet of each lot, shown on said plat, and also in and over the strips of land indicated as reservations on said plat; such easements and rights-of-way shall be for the following purposes:

For the erection, construction and maintenance of poles, wires and conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes;

For the construction and maintenance of storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method beneath the surface of the ground.

The Company 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 Company 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 2 to 1, but the Company shall not be obligated to do such grading or to maintain the slope.

**STREETS
AND
PARKS.**

SUB-DIVISION X.

It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street or park shown on said plat, the title to all such streets and to the three parks designated on said Plat as "The Little Park," "Stratford Green" and "Sunken Park" respectively being hereby expressly

Not
Dedicated.

reserved to the Company; nor shall any deed from the Company hereafter made, conveying any part of the land included in said tract, be held to convey the title to or to dedicate the bed of any street, except where expressly so conveyed or dedicated in the deed.

Condemnation

If any public authority shall condemn for public uses any street included in said tract and in the condemnation proceedings damages shall be awarded to the Company for the taking of such street, the Company agrees to apply the amount received by it as damages in each condemnation proceeding, or so much thereof as may be necessary for the purpose, to reimbursing the owners of any land included in said tract, against whom in such proceeding benefits may have been assessed in excess of the damages awarded to them.

Use of
Streets.

The Company 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 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 user by said owners, the Company expressly reserves to itself the title to both the surface and beds of all said streets, 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 it further expressly reserves the exclusive right to grade, change the grade of, regrade, change the location of, close or partly close any street or private lane shown on said plat, but no change of location or closing shall be made that will materially interfere with the said right of convenient ingress and egress to and from, or take any portion of, any lot sold or conveyed by the Company prior to such change of location or closing.

Right to
Grade,
Re-locate
or Close.

Subject to such reasonable rules and regulations as the Company may from time to time establish, the Company gives and grants to each owner, hereafter acquiring title to any of the land included in said tract, the perpetual right to the use and enjoyment of the three (3) Parks intended for the gen-

Use of
Parks.

eral use of the owners of land included in said tract and designated on said Plat of Guilford as "The Little Park," located in Block 22, "Stratford Green," located in Block 31, and "Sunken Park," located in Block 56.

Right to
Convey.

The Company 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 its right, title and interest in and to any street or Park (other than a Private Park), subject to the rights of property owners as hereinbefore granted.

SANITARY SEWERS:

SUB-DIVISION XI.

The Company covenants and agrees that there will be constructed a sanitary sewerage system for the disposal of the house sewage from buildings to be erected on the land included in said tract, and the owner of any such building, upon payment of the sewer charges hereinafter mentioned, shall have the right to use said sewerage system under such rules and regulations as the Company may from time to time adopt; all connections between any building and said system shall be laid by the Company at the expense of the owner of such building.

Sewer
Charges.

All the land, both vacant and improved, included in said tract, whether owned by the Company or by others, except streets and parks maintained for the general use of owners of land included in said tract, shall be subject to an annual charge for the right to use said sewers at the rate of ten (10) cents per one hundred (100) square feet of area; said charge shall be paid by the respective owners of the land included in said tract to the Company in advance in four (4) equal quarterly instalments on the first days of January, April, July and October in each year.

Exemption
from
Sewer
Charge.

No lot or parcel included in said tract shall be subject to said charge until the first quarterly payment day succeeding the time when a sewer connected with said system shall have been constructed either in a street on which the lot or parcel abuts or in a reservation that abuts on or is a part of the lot or parcel.

Only those portions of Blocks 29, 31 and 36 shall be subject to said sewer charge that bind on, or lie within 150 feet of a street not less than 20 feet in width, as shown on said plat, or as hereafter opened and established.

Right to
Convey.

The Company reserves the right to dispose, at any time, in whole or in part, of said sewerage system to any state, county, municipal or other public corporation, or to any private or quasi-public corporation; provided, however, it shall not dispose of said sewerage system to any private or quasi-public corporation, in whole or in part, except upon terms that will furnish the property owners with sewer facilities at rates not exceeding those herein charged.

MAIN-
TENANCE
CHARGES.

SUB-DIVISION XII.

All the land included in said tract (except as hereinafter mentioned), whether owned by the Company or by others, except streets and parks maintained for the general use of owners of land included in said tract, and except land taken or sold for public improvements or uses, shall be subject to an annual maintenance charge at the rate of ten (10) cents per one hundred (100) square feet of area for each of the five (5) years, commencing with January 1st, 1915, and at the rate of twenty (20) cents per one hundred (100) square feet of area for each year thereafter, for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said tract to the Company annually, in advance, on the 1st day of January in each year, commencing with January 1st, 1915.

Adjustment
of Charge.

Said annual charge may be adjusted from year to year by the Company as the needs of the property may, in its judgment, require, but in no event shall such charge be raised above ten (10) cents per one hundred (100) square feet of area for each of the five (5) years, commencing with January 1st, 1915, nor thereafter above twenty (20) cents per annum for each one hundred (100) square feet of area.

Application
of Fund.

The Company agrees to pay its proper proportion into said

fund for the land owned by it on January 1st of each year, and to apply the total fund arising from said charge, as far as the same may be sufficient, towards the payment of the so-called Maintenance Expenses incurred for the following purposes:

For lighting, improving and maintaining the streets and parks maintained for the general use of owners and occupants of land included in said tract, including all grass and planted areas within the boundaries of such streets and parks, but not including those parcels designated on said plat as "Private Park";

For operating and maintaining any storm-water drains now or hereafter constructed in said tract;

For collecting and disposing of garbage, ashes and rubbish, etc.;

For employing policemen and watchmen and for fire protection;

For caring for vacant and unimproved land included in said tract on which said Maintenance Charge is being paid, removing the grass and weeds therefrom, and doing any other thing necessary or desirable, in the opinion of the Company, to keep the property neat and in good order, or which, in the opinion of the Company, may be of general benefit to the owners or occupants of the land included in said tract;

For expenses incident to the examination and approval of plans as herein provided, and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained;

For taxes and assessments, if any, that may be levied by any public authority upon the streets or parks now or hereafter opened, laid out or established for the general use of the owners of land included in said tract, but not for any taxes or assessments that may be levied on "Private Parks."

No lot or parcel included in said tract shall be subject to said annual Maintenance Charge, unless the driveway of the street, on which it fronts, has been heretofore, or shall be hereafter, once surfaced with macadam or with some other form

Exemption
from
Charges.

of improved surfacing or pavement. The surfacing or paving of Cold Spring Lane east of Charles-Street Avenue shall not render any part of said tract binding on said lane subject to said Maintenance Charge, nor shall any part of said tract binding on said Cold Spring Lane west of Charles-Street Avenue be subjected to said Maintenance Charge by reason of any surfacing of said lane heretofore laid. Only those portions of Blocks 29, 31 and 36 shall be subject to said Maintenance Charge that bind on and lie within one hundred and fifty (150) feet of a street not less than twenty (20) feet in width, as shown on said Plat or as hereafter opened and established. No part of said tract within one hundred and thirty (130) feet of the York Road shall be subject to said Maintenance Charge, and no part of said Maintenance Fund shall be expended thereon or on said Road or for the special benefit or on behalf of said property or the owners or occupants thereof.

Separation
of City
and County
Funds.

The fund so collected by the Company, arising from said Maintenance Charge upon that part of said tract lying in Baltimore City, shall be kept as a separate fund and shall be applied by the Company, as far as the same may be sufficient, towards the payment of the above Maintenance Expenses incurred in respect of said land lying in Baltimore City, or for the benefit and advantage of the owners and occupants thereof, and in like manner the fund arising from said charge upon that part of said tract lying in Baltimore County shall be kept as a separate fund and shall be applied by the Company, as far as the same may be sufficient, towards the payment of the above Maintenance Expenses incurred in respect of the said land lying in Baltimore County or for the benefit and advantage of the owners or occupants thereof.

PRIVATE
PARKS.

SUB-DIVISION XIII.

SECTION A.

Reserved.

In the interior of each of Blocks 8, 11, 17, 25, 26, 32, 39, 41, 47 and 54 on said Plat of Guilford an area is shown and desig-

of this Deed) be subject to an annual Park Maintenance Charge for the purpose of creating for each of said Private Parks a separate fund to be known as the "Park Fund," to be paid by the respective owners of the land subject thereto to the Company annually in advance on the first days of January in each year, commencing January 1st, 1915; said Annual Park Maintenance Charge shall be at the following rates per one hundred (100) square feet of lot area outside of the Private Parks:

In Blocks 17, 25 and 26, at the rate of 12 cents.

In Blocks 11, 32 and 54, at the rate of 10 cents.

In Blocks 8, 39, 41 and 47, at the rate of 7 cents.

Adjustment
of Charges.

Said annual charge may be adjusted from year to year by the Company as the needs of the several Parks may, in its judgment, require, but in no event shall any such charge be raised above the maximum rate above provided for.

Application
of Funds.

The Company agrees to pay its proper proportion into each of said Park Funds for the land owned by it on January 1st of each year, and to apply the total sum arising from each of said Park Funds, when collected, towards the payment in each case of the following so-called Park maintenance expenses:

(1) To the payment of the said Sewer and Maintenance charges respectively set out in Sub-Divisions XI and XII of this Deed, as the same shall become payable on account of the land embraced in each of said Parks:

(2) To the cost of the improvement, maintenance and upkeep of said Park for the common use, benefit and enjoyment of the owners and occupants of the several lots in said Block, the Company out of said Park Fund doing such planting of trees, shrubs, flowers, etc., erecting such structures, making such improvements, furnishing such conveniences, and in general doing such things as it may deem necessary or proper to promote the attractiveness and usefulness of said Park, the Company exercising its discretion and judgment as to the way in which said fund shall be expended.

If the owner of any part of the land included within a Private Park shall fail to pay when due any tax or assessment imposed thereon by any public authority, the Company may pay such tax or assessment and shall have the same rights and remedies for the collection of the amount so paid that it has for the collection of the Park Maintenance Charges, as set out in Sub-Division XIV of this Deed.

Vacation of
Private
Parks.

SECTION C.

After January 1st, 1923 (or prior to that date, with the Company's consent), the owners of not less than seventy-five per cent. of the area of any of said blocks (not counting the part thereof included within the Private Park) shall have the right to terminate as to such block all the rights, easements, covenants and the Park Maintenance Charges reserved, given or created in this Sub-Division XIII; provided such owners shall join in the making and execution of an instrument in writing, agreeing to such termination, so executed by each of them as to entitle the instrument to be recorded among the Land Records, and shall present such instrument to the Company, together with a certificate from a Title Company or a Title Examiner, satisfactory to the Company, certifying to the ownership of all the land in such block.

The Company agrees that, within 30 days after the receipt by it of such instrument and certificate, it will execute the instrument and file the same for record among the proper Land Records; thereupon the owners of the fee in those portions of said block included within the boundaries of the Private Park shall respectively become vested with the title thereto discharged and free from all rights, easements, covenants, Park Maintenance Charges and trusts reserved, given or created in this Sub-Division XIII.

In determining the owners in said block, the Company shall be counted as the owner of any part thereof to which it holds title of record, but a mortgagee shall not be counted as an owner.

SECTION D.

Lots 1, 2, 15 and 16 in said Block 54 are expressly excepted from all the provisions of this Sub-Division XIII; the owners and occupants of said lots shall have no right to use the Private Park in said Block 54, nor shall said lots or the owners thereof be subject to or liable for the Park Maintenance charge provided for in Section B hereof.

SUB-DIVISION XIV.

**SEWER,
MAIN-
TENANCE
AND
PARK
CHARGES
LIENS.**

It is expressly agreed that the Sewer, Maintenance and Park charges referred to in Sub-Divisions XI, XII and XIII hereof shall be held to be liens or incumbrances on the land with respect to which said charges are made, and it is expressly stated that by the acceptance of title to any of the land included in said tract the owner (not including thereby a mortgagee) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Company all charges provided for in said Sub-Divisions XI, XII and XIII hereof, due and unpaid at the time of his acquiring title, in respect of the land acquired and all such charges thereafter falling due, as long as he shall hold title of record, without the right in any event to reimbursement for charges that he may pay in advance; a certificate in writing, signed by an officer of the Company, shall be given on demand to any owner liable for said charges, setting forth the status of such owner and of the land, in reference to which the inquiry is made, with respect to said charges; such certificate, in favor of anyone relying thereon to his damage, shall be binding on the Company.

By his acceptance of title each owner shall be held to vest in the Company the right and power, in its own name, to take and prosecute all actions or suits, legal, equitable or otherwise, which may, in the opinion of the Company, be necessary or advisable for the collection of such charges.

Said charges at the discretion of and with the consent in writing of the Company, signed by its President or Vice-President,