

DEED AND AGREEMENT

THIS DEED AND AGREEMENT, Made this 25<sup>th</sup> day of October, 1970, by and between JAMES KEELTY & CO., INC. (Developer), a body corporate, party of the first part, SEMINARY RIDGE OWNERS ASSOCIATION, INC. (Association), a body corporate, of the second part, and PADONIA LAND COMPANY, INC. (Padonia), a body corporate, of the third part.

BACKGROUND STATEMENT OF FACTS

This Background Statement of Facts is not merely proflatory, but is expressly made a part of this Deed and Agreement.

Developer is the fee simple owner of approximately 113.418 acres of land (herein referred to as the "Property") located on the south side of Seminary Avenue in the Eighth Election District of Baltimore County, Maryland, and described in Exhibit A, attached to and made part of the Deed and Agreement (May 1, 1968 Deed and Agreement) between the parties hereto, dated May 1, 1968, and recorded among the Land Records of Baltimore County in Liber O.T.C. No. 4898, folio 234. As such owner, Developer desires to subdivide the Property into approximately 168 building lots and thereby create a subdivision to be known as "Seminary Ridge", substantially as shown on the Plat entitled "Preliminary Plan of Seminary Ridge" attached to the May 1, 1968 Deed and Agreement, as Exhibit B thereof, all under and pursuant to the Subdivision Regulations and Standard and Design Requirements applicable in Baltimore County, Maryland. Developer has heretofore laid out 128 building lots (herein referred to as the "Seminary Ridge Lots") on the Property and proposes hereafter to lay out approximately 40 additional

building lots (herein referred to as the "Additional Seminary Ridge Lots") thereon, so that there will be a total of approximately 168 building lots in the Seminary Ridge Subdivision, as aforesaid.

Of the entire 128 Seminary Ridge Lots, 88 building lots (herein referred to as the "Eighty-Eight Seminary Ridge Lots") were described in and subjected to the terms and provisions of the May 1, 1968 Deed and Agreement, and the remaining 40 building lots (herein referred to as the "Forty Seminary Ridge Lots") are described as follows:

(a) Lots 1 to 7, inclusive, Block E, and Lots 1 to 10, inclusive, Block F, as said lots are designated on the Plat entitled "Plat Four, Seminary Ridge", and recorded among the Land Records of Baltimore County in Plat Book O.T.G. No. 34, folio 15; and

(b) Lots 8 to 22, inclusive, Block E, and Lot 11 and Lots 29 to 35, inclusive, Block F, as said lots are designated on the Plat entitled "Plat Five, Seminary Ridge", and recorded among the Land Records of Baltimore County in Plat Book O.T.G. No. 34, folio 16.

The additional Seminary Ridge Lots are presently designated on the aforesaid Preliminary Plan of Seminary Ridge as Lots 23 to 39, inclusive, Block E, and Lots 12 to 28, and Lots 36 to 41, inclusive, Block F, subject to the right of Developer to alter, change or amend said Preliminary Plan, as hereinafter provided, by substituting an entirely different subdivision plan showing an elimination, relocation, or modification of lots, together with the streets and roads upon which same abut and the local open space tracts and walkways designed in conjunction with the lots.

For the purpose of enhancing the appearance of its Seminary Ridge Subdivision through the preservation of natural green space therein, Developer desires to establish on the Property, local open space tracts, as provided in Bill No. 68 of the County Council of Baltimore County, approved August 12, 1963. It is intended that such tracts shall be for the use, benefit and enjoyment of the present and future record owner or owners of the Seminary Ridge Lots and Additional Seminary Ridge Lots, subject, however, to the reservation, restrictions, covenants and agreements hereinafter set forth. The Association has agreed to cooperate with Developer in establishing and maintaining the local open space tracts and, for such purpose, to accept title to said tracts, as from time to time laid out on the Property, together with walkways leading to and from the same, and to manage, care for, preserve and maintain the said local open space tracts for the use, benefit and enjoyment of the record owner or owners of the Seminary Ridge Lots and Additional Seminary Ridge Lots, who, by virtue of such lot ownership, are members of the Association, all, however, subject to the terms, provisions, conditions and restrictions hereinafter imposed on such use.

Some of the local open space tracts heretofore laid out on the Property, together with the walkways leading to and from the same, (herein referred to as the "Initial Seminary Ridge Open Space Tracts") were described in Exhibit C of the May 1, 1968 Deed and Agreement. The remaining local open space tracts heretofore laid out on the Property, together with the walkways leading to and from the same, (herein referred to as the "Subject Seminary Ridge Open Space Tracts") are

described in Exhibit A, entitled "Description of Local Open Space Tracts and Walkways, Plats Four and Five of Seminary Ridge", and attached hereto and made part hereof. The additional local open space tracts to be laid out on the Property, together with the walkways leading to and from the same, (herein referred to as the "Additional Seminary Ridge Open Space Tracts") are presently designated on the aforesaid Preliminary Plan of Seminary Ridge, subject to the right of Developer to alter, change or amend the same by substituting an entirely different subdivision plan showing more, less, or no local open space tracts or walkways, or a relocation of such tracts and walkways.

Developer and Association desire to confirm the plan for preservation of natural green space and establishment of open space tracts on the Property, as set forth in the May 1, 1968 Deed and Agreement, and herein desire to subject the Forty Seminary Ridge Lots and the Additional Seminary Ridge Lots to the restrictions, covenants and agreements heretofore imposed upon the Eighty-Eight Seminary Ridge Lots, and to assure maintenance of the Initial and Subject Seminary Ridge Open Space Tracts and Additional Seminary Ridge Open Space Tracts. Padonia has agreed to cooperate with the Developer and Association in creating and maintaining the general plan or scheme of subdivision of the Property, with said Open Space Tracts thereon, and, for such purpose, to accept title to the Forty Seminary Ridge Lots in such manner as to effect and perfect said plan or scheme and make the necessary restrictions, covenants and agreements hereinafter set forth, fully binding upon Padonia, its successors and assigns, and upon all present

and future owners or occupants of said lots. It is the intent of Developer, Association and Padonia that the restrictions, covenants and agreements herein imposed upon Padonia, and the Seminary Ridge Lots conveyed to Padonia, shall run with and bind said lots and all subsequent owners and occupants thereof, and, further, that said restrictions, covenants and agreements shall be imposed upon the Additional Seminary Ridge Lots, hereafter laid out on the Property, and the owner of each, and the heirs, personal representatives, successors and assigns of such owner.

As a further step in carrying out the plan of the parties for establishing and maintaining local open space tracts on the Property, Developer has agreed to: (a) convey the Subject Seminary Ridge Open Space Tracts to Association; (b) convey the Forty Seminary Ridge Lots to Padonia; and (c) retain the remainder of the Property for further subdivision and the future conveyance of (i) Additional Seminary Ridge Open Space Tracts to Association, and (ii) Additional Seminary Ridge Lots to Padonia, all subject to the terms, provisions, conditions, reservations, restrictions, covenants and agreements upon which the Subject Seminary Ridge Open Space Tracts and the Forty Seminary Ridge Lots are hereby conveyed to Association and Padonia, respectively.

Additionally, for the purpose of creating a general plan or scheme of development of the Seminary Ridge Subdivision, and limiting the use thereof to maintain uniformity therein, the parties hereto desire to subject the Forty Seminary Ridge Lots to certain further restrictions, covenants and agreements which shall run with and bind the same and all subsequent owners and occupants thereof. Padonia has

agreed to cooperate with the Developer and Association in creating the general and uniform plan or scheme of development of said lots in the Seminary Ridge Subdivision and, for such purposes, to accept title to the Forty Seminary Ridge Lots in such manner as to effect said plan or scheme and make the necessary restrictions, covenants and agreements hereinafter set forth fully binding upon Padonia, its successors and assigns, and upon all present and future owners or occupants of said lots or any part thereof.

NOW, THEREFORE, THIS DEED AND AGREEMENT WITNESSETH: That in consideration of the premises and the sum of Five Dollars (\$5.00) paid to Developer by Association and Padonia, receipt whereof is hereby acknowledged, the performance of and compliance with the restrictions, covenants and agreements hereinafter set forth, and other good and valuable considerations, the Developer does hereby grant and convey the Subject Seminary Ridge Open Space Tracts and Forty Seminary Ridge Lots, as follows:

-A-

GRANT OF SEMINARY RIDGE OPEN SPACE TRACTS

Developer does hereby grant and convey the above described Subject Seminary Ridge Open Space Tracts unto the Association, its successors and assigns, in fee simple, all, however, subject to the restrictions, covenants and agreements hereinafter set forth, which are hereby entered into by the parties hereto, for themselves, their respective successors and assigns, as part of the consideration for the execution of this Deed.

SAVING AND EXCEPTING AND SUBJECT TO THE FOLLOWING:  
Developer hereby expressly reserves unto itself, its successors and assigns, the bed, in fee, of all

streets, avenues, and public highways mentioned herein or shown on any subdivision plat of the Property, and further reserves unto itself, its successors and assigns, the right to relocate, enlarge, diminish, eliminate, change or modify, from time to time, in its absolute discretion, all such streets, avenues and public highways. Further, reference to any street, avenue or public highway in any plat of the Property or any part hereof, or in this Deed and Agreement, shall in no manner serve or be construed to confer in or upon anyone, any right to use such road, street or highway for any purpose whatsoever, except subject to Developer's right to relocate, eliminate or modify the same, which right is expressly reserved by Developer.

TO HAVE AND TO HOLD the said Subject Seminary Ridge Open Space Tracts, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the use and benefit of the Association, its successors and assigns, in fee simple, subject, however, to the reservations, restrictions, covenants and agreements herein set forth, as follows:

Association, for itself, its successors and assigns, does hereby covenant and agree that:

1. Developer, for itself, its successors and assigns, shall have the right to lay, install, construct, place and maintain on, over, or under the Subject Seminary Ridge Open Space Tracts, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities to provide adequate utility service to any lot now or hereafter laid out on the Property, or the area in which same is located, together with the right and privilege of entering upon said Open Space Tracts for such purposes and making openings and excavations therein. It is understood that the exact location of such utilities and appurtenances cannot be determined at the present time, and that the Developer shall have the absolute right, from time to time, to designate any particular location. Immediately upon Developer's designation of a particular location for the installation of utilities, Association shall grant

and convey the designated easement and right of way therein and thereover to Developer, its successors and assigns, or to whomever the Developer shall nominate, by a good and merchantable title, free and clear of all liens, claims and encumbrances. Such conveyance to Developer shall be made, in all events, within thirty (30) days after Developer shall designate and furnish to Association an accurate description of the particular easement and right of way required or deemed advisable in the particular instance.

2. The land hereby conveyed to the Association shall be deemed local open space tracts or private parks for the use, benefit and enjoyment, in common, of present and future members of the Association, who, by necessity, are record owners, as hereinafter defined, of a lot now or hereafter laid out on the Property. The land shall be retained in its natural state and no structure or improvement of any kind shall be erected, placed or maintained thereon, except and provided as follows:

(a) Pipes, mains, lines, conduits, drains, poles and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities may be installed therein and thereover as provided in paragraph 1 hereof;

(b) Structures or improvements designed exclusively for community use, shelters, benches, chairs and other seating facilities, fences and walls, walkways and grading and planting may be erected, placed and maintained thereon for the use, comfort and enjoyment of members of the Association, or the establishment, retention and preservation of the natural growth or topography of the area, or for aesthetic reasons.

(c) No improvement permitted in subparagraph (a) or (b) of this paragraph 2, however, shall be commenced, erected, placed or maintained in or on any portion of the Subject Seminary Ridge Open Space Tracts until the plans and specifications therefor shall have been submitted to and approved in writing by the Developer, its successors or assigns, which shall have the absolute right to refuse to approve any such plans or specifications it deems unsuitable or undesirable for any reason whatsoever.



3. No noxious or offensive activity shall be carried on upon any Subject Seminary Ridge Open Space Tract, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

4. Association shall supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the Subject Seminary Ridge Open Space Tracts, as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of said Open Space Tracts, which proportionate share shall be determined on the basis which the number of lots owned by the member bears to the total lots then laid out on the Property.

5. The right of each member of the Association to use the Subject Seminary Ridge Open Space Tracts shall be subject to the terms, conditions and provisions set forth in this Deed and Agreement, and further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of said Open Space Tracts. All of said terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Developer, or either thereof, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate the same, or any thereof, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, Association or Developer shall have the right summarily to abate or remove any breach or violation by any member at the cost and expense of such member.

6. Each member of the Association shall be a record owner of a lot now or hereafter laid out on the Property, and, correspondingly, each record owner shall be a member of the Association so that the total membership of the Association shall at all times equal the total number of lots laid out on the Property. The term "record owner" shall mean the person, firm, corporation, trustee, or legal entity, or the combination thereof, holding record title to a lot in the Seminary Ridge Subdivision, as

said lot is now or may from time to time hereafter be created or established, either in his, her or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in a real property tenancy or partnership relationship. The term "record owner", however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot in the Seminary Ridge Subdivision, nor shall it include any mortgagee, trustee, or other grantee, named in any mortgage, deed of trust, or other security instrument designed solely for the purpose of securing performance of an obligation or payment of a debt. If more than one person, firm, corporation, trustee, or other entity hold the record title to any one lot, whether in a real property tenancy, partnership relationship or otherwise, all of same, as a unit, and not otherwise, shall be and become a single member of the Association by virtue of ownership of such lot.

7. All the restrictions, covenants and agreements herein set forth shall be held and construed to run with and bind the Subject Seminary Ridge Open Space Tracts, and all subsequent owners and occupants of said land, or any part thereof, all to preserve, forever, the general plan or scheme of maintaining said Open Space Tracts as local open space tracts provided for in Bill No. 68 of the County Council of Baltimore County, Maryland, approved August 12, 1963. The Subject Seminary Ridge Open Space Tracts shall not be subdivided, nor shall any part of said Open Space Tracts be sold, leased, mortgaged, rented, conveyed, devised or in any manner encumbered, disposed of or transferred, but the Subject Seminary Ridge Open Space Tracts shall forever contain the minimum area shown therefor on the aforesaid Plats Four and Five of Seminary Ridge.

The foregoing provisions of this paragraph 7 are subject to the following exceptions:

Any part of the Subject Seminary Ridge Open Space Tracts may be exchanged for an equal part of any Seminary Ridge Lot or Lots. In the event of any such exchange, the subject portion of the Open Space Tracts shall be conveyed free and clear of the restrictions, covenants and agreements imposed on the Subject Seminary Ridge Open Space Tracts and shall be subjected to the restrictions, covenants and agreements imposed on the Seminary Ridge Lots. Correspondingly, the portion of the Seminary Ridge Lots involved

in the exchange shall be conveyed free and clear of the restrictions, covenants and agreements imposed on the Seminary Ridge Lots and shall be subjected to the restrictions, covenants and agreements imposed on the Seminary Ridge Open Space Tracts.

8. The covenants and agreements contained in Section "A" of this Deed and Agreement shall inure to the benefit of and be enforceable by Developer, its successors and assigns, against anyone violating or attempting to violate the same, whether or not said Developer be a Record Owner, and Developer may transfer and assign its rights under this subparagraph to Baltimore County, Maryland, a municipal corporation.

9. Any or all of the rights and powers, including discretionary rights and powers, herein reserved by or conferred upon the Developer may be assigned or transferred by said Developer, its successors or assigns, to any one or more corporations or associations agreeing to accept same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Baltimore County and upon recordation thereof, the grantee or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers reserved by or conferred upon the Developer by this Deed and Agreement.

10. Invalidation by adjudication of any term or provision of this Agreement shall in no wise affect any of the other terms and provisions hereof which shall remain in full force and effect.

-B-

GRANT OF FORTY SEMINARY RIDGE LOTS

Developer does hereby grant and convey the above described Forty Seminary Ridge Lots unto Padonia, its successors and assigns, in fee simple, subject to the restrictions, covenants and agreements hereinafter set forth, which are hereby entered into by the parties hereto, for themselves, their respective successors and assigns as part of the consideration for the execution of this Deed.

SAVING AND EXCEPTING AND SUBJECT TO THE FOLLOWING:

Developer hereby expressly reserves unto itself, its successors and assigns, the bed, in fee, of all streets, avenues and public highways mentioned herein

or shown on any subdivision plat of the Property. Further, reference to any street, avenue, or public highway in any plat of the Property or any part thereof, or in this Deed and Agreement, shall in no manner serve or be construed to confer in or upon anyone, any right to use such street, avenue or public highway for any purpose whatsoever, except subject to Developer's right to relocate, eliminate or modify the same, which right is expressly reserved by Developer.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining, including particularly, but not by way of limitation, the right to use and enjoy, as a member of Association, in common with other members of Association, the local open space tracts and walkways now or hereafter laid out on the Property and conveyed by Developer to Association, all, however, subject to the terms, conditions and provisions set forth in this Deed and Agreement, and, further, subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of said open space tracts and walkways.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the use and benefit of Padonia, its successors and assigns, in fee simple, subject, however, to the restrictions, covenants and agreements herein set forth, as follows:

Padonia, for itself, its successors and assigns, does hereby covenant and agree that:

1. The record owner of each of the Forty Seminary Ridge Lots shall become and be a member of the Association, and as such member, shall pay to the Association, in the manner provided in Section 4 of Article IV of the By-Laws of the Association, the charges and assessments levied by the Association against the member (record owner) under the provisions of Section 1 or Section 3 of Article IV of said By-Laws. The charges and assessments levied by the Association against each member of Association (record owner) shall constitute a lien against the Seminary Ridge Lot owned by such member, as of the first day of the fiscal year of the Association following the levy of the assessment. Upon any default in payment by a member (record owner), the Association shall have the right to enforce the payment due by such member (record owner) in the manner set forth in Section 6 of Article IV of the By-Laws of the Association.

The provisions of Article IV of the By-Laws of the Association are fully set forth in Exhibit D, entitled "Article IV of the By-Laws of Seminary Ridge Owners Association, Inc.", attached to and made part of the May 1, 1968 Deed and Agreement.

2. The conveyance or other disposition (except mortgage or other grant of a security interest) of any of the Forty Seminary Ridge Lots by the record owner thereof shall be deemed to transfer, set over and assign all right of such owner to membership in the Association, together with all rights and obligations appurtenant to such membership, all without specific or particular reference to membership in the Association, so that no membership in the Association shall be separated from the lot to which such membership appertains. Further, the grantee, assignee, devisee or other transferee (except mortgagee or other holder of a security interest) of any of the Forty Seminary Ridge Lots, by acceptance of any title interest in said lot, shall be deemed expressly to have accepted membership in the Association and expressly to have covenanted and agreed to fulfill the duties and obligations imposed on the record owner of each of the Forty Seminary Ridge Lots under part "B" of this Deed and Agreement.

3. The record owner of each of the Forty Seminary Ridge Lots shall comply with the rules, regulations and restrictions applicable to use of the local open space tracts, now or hereafter laid out on the

Property and conveyed by Developer to Association, as such rules, regulations and restrictions are from time to time adopted by Association for the safety, care, maintenance, good order and cleanliness of said open space tracts. Further, said record owner shall comply with the covenants, agreements and restrictions imposed on the use and enjoyment of the local open space tracts under part "A" of this Deed and Agreement.

4. The term "record owner", as used herein, shall mean the person, firm, corporation, trustee, or legal entity, or the combination thereof, holding record title to a lot in the Seminary Ridge Subdivision, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in a real property tenancy or partnership relationship. The term "record owner", however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot in the Seminary Ridge Subdivision, nor shall it include any mortgagee, trustee, or other grantee named in any mortgage, deed of trust or other security instrument designed solely for the purpose of securing performance of an obligation or payment of a debt. If more than one person, firm, corporation, trustee, or other entity hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be and become a single member of the Association by virtue of ownership of such lot.

5. All the restrictions, covenants and agreements herein set forth shall be held and construed to run with and bind the Forty Seminary Ridge Lots and all subsequent owners and occupants of said lots, or any part thereof, all to assure the proper care and maintenance of the local open space tracts, now or hereafter laid out on the Property and conveyed by Developer to the Association. All said restrictions, covenants and agreements shall inure to the benefit of and be enforceable by Developer and Association, or either thereof, their respective successors and assigns, against any record owner or any other person violating or attempting to violate the same, or any thereof, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule, regulation, duty or obligation. Further, Developer

or Association shall have the right summarily to abate or remove any breach or violation by any record owner at the cost and expense of such owner.

6. Further, each of the Forty Seminary Ridge Lots shall be held by Padonia, its successors and assigns, subject to the restrictions, covenants and agreements set forth in "Exhibit B - Restrictions", attached hereto and made part hereof, as fully as if set forth herein.

7. Invalidation by adjudication of any term or provision of this Agreement shall in no wise affect any of the other terms and provisions hereof which shall remain in full force and effect.

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RETENTION OF ADDITIONAL SEMINARY RIDGE OPEN TRACTS AND ADDITIONAL SEMINARY RIDGE LOTS SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

Developer, for itself, its successors and assigns, does hereby covenant and agree, with and for the benefit of Association and Padonia, their respective successors and assigns, that the Additional Seminary Ridge Open Space Tracts and Additional Seminary Ridge Lots be and the same are hereby made subject to certain conditions and restrictions hereinafter more particularly set forth. The conditions and restrictions to which the aforesaid parcels of land are hereby made subject, are as follows:

1. The terms and provisions contained in this subparagraph 1 are expressly made subject to the rights reserved by Developer under subparagraph 2 hereof.

Each parcel of land comprising the Additional Seminary Ridge Open Space Tracts shall be deemed a local open space tract or private park for the use and benefit and enjoyment, in common, of present and future members of the Association, who, by necessity, are record owners, as hereinabove defined in part "A", of a lot now or hereafter laid out on the Property. Said Additional

Seminary Ridge Open Space Tracts shall be held by Developer for future conveyance to Association, its successors and assigns, in fee simple, after final determination thereof by Developer, as hereinafter provided, subject to the terms, provisions, conditions, reservations, restrictions, covenants and agreements upon which the Subject Seminary Ridge Open Space Tracts were conveyed by Developer to Association under part "A" of this Deed and Agreement. The Additional Seminary Ridge Lots shall be held by Developer for future conveyance to Padonia, its successors and assigns, in fee simple, likewise after final determination thereof by Developer, as hereinafter provided, subject to the terms, provisions, conditions, reservations, restrictions, covenants and agreements upon which the Forty Seminary Ridge Lots were conveyed by Developer to Padonia under part "B" of this Deed and Agreement.

It is the intent of the parties hereto that all lots, now or hereafter finally laid out on the Property, shall be subject to identical restrictions, covenants, and agreements, enforceable by Developer and Association, or either thereof, for the purpose of establishing and maintaining local open space tracts as provided for in Bill No. 68 of the County Council of Baltimore County, Maryland, approved August 12, 1963, all of which tracts shall also be subject to identical restrictions, covenants and agreements.

2. Developer expressly reserves unto itself, its successors and assigns, the right, from time to time, to subdivide and re-subdivide all portions of the Property comprising the Additional Seminary Ridge Open Space Tracts and Additional Seminary Ridge Lots, and any part thereof, and alter, change or amend any existing or prior subdivision plat, including Exhibit B of the May 1, 1968 Deed and Agreement, by substitution of an entirely different subdivision plan showing an elimination, relocation or modification of lots, together with the streets and roads upon which same abut, or showing more, less, or no local open space tracts or walkways, all as the Developer may, in its absolute discretion, deem proper. It is the intent of Developer, Association and Padonia, therefore, that the restrictions, covenants and agreements imposed under subparagraph 1 hereof shall bind only such local open space tracts, and such lots, if any, as may, from time to time hereafter, be laid out on the Property and shown on an officially approved plat duly recorded among the Land Records of Baltimore County. Immediately upon recordation of any subdivision plat of the Property



showing any Additional Seminary Ridge Open Space Tracts or Additional Seminary Ridge Lots and the conveyance thereof to Association or Padonia, as required under the provisions of subparagraph 1 hereof, the covenants and agreements set forth in subparagraph 1 hereof shall be held and construed to run with and bind said Additional Open Space Tracts and Additional Lots, as the case may be, shown on the recorded plat, and the grantee thereof and all subsequent owners and occupants of said land and lots, or any part thereof, all to preserve, forever, the general plan or scheme of establishing and maintaining the local open space tracts now or hereafter laid out on the Property and shown on an officially approved plat duly recorded among the Land Records of Baltimore County, as the local open space tracts provided for in Bill No. 68 of the County Council of Baltimore County, Maryland, approved August 12, 1963, and to assure the proper care and maintenance of said local open space tracts now or hereafter finally laid out on the Property, as aforesaid.

WITNESS the hands and seals of the parties to this Deed and Agreement the day and year first above written.

WITNESS:

JAMES KEELTY & CO., INC.

Richard J. Boecker  
RICHARD J. BOECKER

By Joseph S. Keilty (SEAL)  
JOSEPH S. KEELTY VICE - President

SEMINARY RIDGE OWNERS ASSOCIATION, INC.

Richard J. Boecker  
RICHARD J. BOECKER

By Ramsey W. J. Flynn (SEAL)  
RAMSEY W. J. FLYNN President

PADONIA LAND COMPANY, INC.

Richard J. Boecker  
RICHARD J. BOECKER

By Joseph S. Keilty (SEAL)  
JOSEPH S. KEELTY Vice President

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lots of ground ----- and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said THE RYLAND GROUP, INC., its successors -----

----- and assigns, in fee simple.

And the said party - of the first part hereby covenants that ~~he~~ it has ----- not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that ~~he~~ it will warrant specially the property granted and that ~~he~~ it will execute such further assurances of the same as may be requisite.

Witness the ~~hand and seal of the~~ corporate seal of JAMES KEELTY & CO., INC., and the signature of Joseph S. Keelty, Vice-President, duly authorized and attested.

ATTEST:

*Richard J. Boecker*  
RICHARD J. BOECKER

JAMES KEELTY & CO., INC.  
BY: *Joseph S. Keelty*  
Joseph S. Keelty, Vice-President



COUNTY  
STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE ----, to wit:

I HEREBY CERTIFY, That on this 17<sup>th</sup> day of November in the year one thousand nine hundred and seventy -----, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, aforesaid, personally appeared Joseph S. Keelty, Vice-President of JAMES KEELTY & CO., INC., -----

the above named grantor, and he -- acknowledged the foregoing Deed to be the ---- act of said body corporate.

As Witness my hand and Notarial Seal,

Record for record NOV 20 1970 at 9:42

Willo T. Connoll, Clerk

*William C. Rogers*  
Receipt No. 329903 \$ 7.00

*Richard J. Boecker*  
Richard J. Boecker - Notary Public




My commission expires July 1st, 1974.

570.00


STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of October, 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ranscy W. J. Flynn, President of SEMINARY RIDGE OWNERS ASSOCIATION, INC., a body corporate, and acknowledged the foregoing Deed and Agreement to be the act and deed of said Corporation.

AS WITNESS my hand and Notarial Seal.

  
RICHARD J. BOECKER

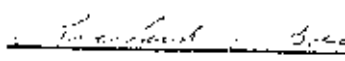
Notary Public




STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of October, 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph S. Keelty, Vice President of PADONIA LAND COMPANY, INC., a body corporate, and acknowledged the foregoing Deed and Agreement to be the act and deed of said Corporation.

AS WITNESS my hand and Notarial Seal.

  
RICHARD J. BOECKER

Notary Public



STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of October, 1970,  
before me, the subscriber, a Notary Public of the State of Maryland,  
in and for the County aforesaid, personally appeared ~~James Keelty, Jr.~~  
<sup>JOSEPH S. KEELTY</sup>  
President of JAMES KEELTY & CO., INC., a body corporate, and acknow-  
ledged the foregoing Deed and Agreement to be the act and deed of  
said Corporation.

AS WITNESS my hand and Notarial Seal.

*Richard J. Boecker*  
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RICHARD J. BOECKER



EXHIBIT ADESCRIPTIONS OF LOCAL OPEN SPACE TRACTS AND WALKWAYS  
PLATS FOUR AND FIVE OF SEMINARY RIDGEPLAT FOUR - SEMINARY RIDGE

Beginning for the same at a point at the intersection of the north side of Tally-Ho Road and the southeast corner of Lot No. 1, Block E, as said lot is shown on a plat entitled "Plat Four Seminary Ridge", dated January 1970, and recorded among the Plat Records of Baltimore County in Liber O.T.G. No. 34, folio 15, running thence binding on the northeast side of said Lot No. 1, North 53 degrees 30 minutes 13 seconds West 160.00 feet, running thence binding on the rear lines of Lot No. 1 through Lot No. 7, Block E, as said lots are shown on the above mentioned plat, the five following courses and distances viz: first, South 49 degrees 14 minutes 44 seconds West 65.33 feet; second, South 60 degrees 54 minutes 30 seconds West 180.00 feet; third, South 63 degrees 45 minutes 05 seconds West 78.57 feet; fourth, South 86 degrees 27 minutes 53 seconds West 71.20 feet; and fifth, North 85 degrees 15 minutes 00 seconds West 180.00 feet, running thence binding on the east side of the Local Open Space as shown on a plat entitled "Plat Five Seminary Ridge", dated January 1970, and recorded among the Plat Records of Baltimore County in Liber O.T.G. No. 34, folio 16, North 4 degrees 45 minutes 00 seconds East 119.93 feet to a point on the rear line of Lot No. 9, Block D, as said lot is shown on a plat entitled "Plat Three Seminary Ridge", dated January 1967, and recorded among the Plat Records of Baltimore County, in Liber O.T.G. No. 32, folio 22, running thence binding on part of the rear line of said Lot No. 9, all of the rear lines of Lot No. 10 through Lot No. 12, and part of the rear line of Lot No. 13, Block D, as said lots are shown on the above mentioned Plat Three, the two following courses and distances viz: first, South 84 degrees 00 minutes 00 seconds East 307.59 feet; and second, North 46 degrees 28 minutes 36 seconds East 192.61 feet to the southwest corner of the Local Open Space as shown on the above mentioned Plat Three of Seminary Ridge, running thence binding on the south side of the Local Open Space as shown on said Plat Three, South 76 degrees 27 minutes 07 seconds East 245.62 feet to the west side of said Tally-Ho Road, running thence binding on the northwest side of said Tally-Ho Road, by a line curving to the right, with a radius of 195.90 feet, for a distance of 111.50 feet, said curve being subtended by a chord bearing South 20 degrees 11 minutes 27 seconds West 110.00 feet, to the point of beginning, containing 1.53 acres of land, more or less.

The above described parcel of land being shown on a plat entitled "Plat Four Seminary Ridge", dated January 1970, and recorded among the Plat Records of Baltimore County in Liber O.T.G. No. 34, folio 15.

PLAT FIVE - SEMINARY RIDGE

Beginning for the same at a point at the intersection of the north side of Tally-Ho Road and the southeast corner of Lot No. 9, Block E, as said lot is shown on a plat entitled "Plat Five Seminary Ridge", dated January 1970, and recorded among the Plat Records of Baltimore County in Liber O.T.G. No. 34, folio 16, running thence binding on the east side of said Lot No. 9, and on the west side of a 10 foot walkway, North 4 degrees 45 minutes 00 seconds, East 150.00 feet, running thence binding on the rear line of Lot No. 9 through Lot No. 17, as said lots are shown on the aforesaid Plat Five Seminary Ridge, the four following courses and distances viz: first, North 85 degrees 15 minutes 00 seconds West 450.00 feet; second, North 7 degrees 58 minutes 33 seconds West 132.46 feet; third, North 34 degrees 52 minutes 27 seconds West 191.27 feet; and fourth, North 65 degrees 43 minutes 28 seconds West 65.65 feet to the northernmost corner of said Lot No. 17, running thence binding on the west side of said Lot No. 17, and binding also on the east side of a 10 foot walkway, South 24 degrees 16 minutes 32 seconds West 130.00 feet to the northeast side of Sedgfield Court, running thence binding on the northeast side of said Sedgfield Court by a line curving to the left, with a radius of 50.00 feet, for a distance of 10.07 feet, said curve being subtended by a chord bearing North 71 degrees 29 minutes 42 seconds West 10.05 feet, to the southeast corner of Lot No. 18, as said lot is shown on Plat Five Seminary Ridge, running thence binding on the east side of said Lot No. 18 and binding also on the west side of last mentioned 10 foot walkway, North 24 degrees 16 minutes 32 seconds East 131.00 feet, running thence binding on the rear line of said Lot No. 18, the two following courses and distances viz: first, North 65 degrees 43 minutes 28 seconds West 104.35 feet; and second, South 41 degrees 42 minutes 33 seconds West 111.97 feet, running thence for a line of division North 4 degrees 19 minutes 53 seconds East 337.46 feet, running thence binding on the west side of the Local Open Space, as shown on plat entitled "Plat Two Seminary Ridge", dated January 1967, and recorded among the Plat Records of Baltimore County in Liber O.T.G. No. 32, folio 21, the two following courses and distances viz: first, South 35 degrees 30 minutes 00 seconds East 592.85 feet; and second, South 84 degrees 00 minutes 00 seconds East 168.02 feet, to the southwest corner of Lot No. 6, Block D, as said lot is shown on a plat entitled "Plat Three Seminary Ridge", dated January 1967, and recorded among the Plat Records of Baltimore County in Liber O.T.G. No. 32, folio 22, running thence binding on the rear lines of Lot No. 6 through Lot No. 8, Block D, as said lots are shown on Plat Three Seminary Ridge, across a 10 foot walkway, and binding on part of the rear of Lot No. 9, Block D, as same is shown on the above last mentioned Plat Three, South 84 degrees 00 minutes 00 seconds East 390.39 feet, running thence binding on the west side of the Local Open Space, as shown on plat entitled "Plat Four Seminary Ridge", dated January 1970, and recorded among the Plat Records of Baltimore County in Liber O.T.G. No. 34, folio 15, South 4 degrees 45 minutes 00 seconds West 119.93 feet, to the northeast corner of Lot No. 8, Block E, as said lot is shown on the above first mentioned Plat Five, running thence binding on the rear of said Lot No. 8, Block E, North 85 degrees 15 minutes 00 seconds West 90.00 feet, running thence binding on the west side of said Lot No. 8, Block E, and binding also on the east side of the above first mentioned 10 foot walkway, South 4 degrees 45 minutes 00

PLAT FIVE - SEMINARY RIDGE  
(Continued)

seconds West 150.00 feet, to the north side of said Tally-Ho Road, running thence binding on the north side of said Tally-Ho Road, and across a 10 foot walkway, North 85 degrees 15 minutes 00 seconds West 10.00 feet, to the point of beginning, containing 2.54 acres of land more or less, same being erroneously designated on Plat Five Seminary Ridge as 4.96 acres.

The above described parcel of land being shown on a plat entitled "Plat Five Seminary Ridge", dated January 1970, and recorded among the Plat Records of Baltimore County in Liber O.T.G. No. 34, folio 16.