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THIS DECLARATION, Made this 29th day of September, 1975, by MONUMENTAL PROPERTIES, INC., a body corporate of the State of Maryland.

WHEREAS, MONUMENTAL PROPERTIES, INC. is the owner of all the lots of ground hereinafter described, as follows:

Plat 1, Section 3

Lots 7 to 21, Block S, both inclusive; Lots 17 to 34, Block T, both inclusive; all as shown on Plat entitled "Section Three, Plat 1, Woodbridge Valley", which plat is recorded among the Land Records of Baltimore County, State of Maryland, in Plat Book E.H.K., Jr. 36, Folio 60.

Plat 2, Section 3

Lots 1 to 6, Block S, both inclusive; Lots 1 to 16, Block T, both inclusive; Lots 4 to 10, Block V, both inclusive; Lots 1 to 8, Block U, both inclusive; all as shown on Plat entitled "Section Three, Plat 2, Woodbridge Valley", which plat is recorded among the Land Records of Baltimore County, State of Maryland, in Plat Book E.H.K., Jr. 36, Folio 61.

Plat 3, Section 3

Lots 194 to 211, Block J, both inclusive; Lots 6 to 13, Block K, both inclusive; Lots 34 to 37 and Lots 49-52, Block L, all inclusive; Lots 1 and 2, Block V; all as shown on Plat entitled "Section Three, Plat 3, Woodbridge Valley", which plat is recorded among the Land Records of Baltimore County, State of Maryland, in Plat Book E.H.K., Jr. 36, Folio 123.

Plat 4, Section 3

Lots 185 to 193, Block J, both inclusive; Lots 1 to 5, Block K, both inclusive; Lots 29 to 33, Lots 38 to 48 and Lots 53 to 58, Block L, all inclusive; as shown on Plat entitled "Section Three, Plat 4, Woodbridge Valley", which plat is recorded among the Land Records of Baltimore County, State of Maryland, in Plat Book E.H.K., Jr. 36, Folio 63.

AND WHEREAS, MONUMENTAL PROPERTIES, INC. for the purposes of creating and maintaining a general scheme of development, desires that the hereinbefore mentioned lots of ground shall be subject to the covenants and restrictions hereinafter set forth, which said covenants and restrictions shall be in addition to any restrictions made applicable to the aforesaid lots and/or some of them by virtue of the Agreement dated January 5th, 1967 by and between this company and others as parties of the first part and North Rolling Road Improvement Association, et al, as party of the second part, which said Agreement is recorded among the Land Records of Baltimore County, Maryland, in Liber O.T.G. No. 4712, folio 47.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That MONUMENTAL

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PROPERTIES, INC., for itself, its successors and assigns, in consideration of the mutual benefits to be derived by it and them, does hereby impose on the land hereinabove described the following restrictions, covenants, conditions, agreements and reservations:

(1) That the said lots hereinbefore mentioned and any building or structure now or hereafter erected thereon shall be occupied and used for residence purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two and one-half stories in height except and provided, however, as follows:

(a) Nothing herein contained shall be construed as preventing the use of any garage or garages, erected in accordance with the provisions hereinabove contained, for the usual vehicle housing purposes of private non-commercial garages or garages.

(b) Real estate sales, management and/or construction offices may, with the consent and approval of Mountaintop Properties, Inc. (hereinafter referred to as "Company"), be erected, maintained and operated on any part of said land and/or in any building or structure now or hereafter erected thereon provided such offices are solely used or operated in connection with the development of said land or the construction of improvements on said land, or the management, rental or sale of any part of said land, or of improvements now or hereafter erected thereon, but no part of said land, nor any part of any improvements now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this sub-paragraph (b) without the written consent and approval of Company being first had and obtained.

(c) Any part of any dwelling house or other building now or hereafter erected on the said land, may, with the written consent and approval of Company, be used as a physician's office or dentist's office, without hospital facilities, for the treatment of patients, and for the practice of such professions, provided that the physician or dentist using such office resides in the same dwelling house in which such office is located, but no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (c) without the written consent and approval of Company being first had and obtained.

(d) Any part of said land and any improvements now or hereafter erected thereon may, with the written consent and approval of Company, be used for a church, school, library, playground, non-profit community swimming pool, non-profit community tennis court, park, automobile parking area for non-commercial vehicles, place of public assembly for community meeting, and for any or all of the usual purposes and functions incidental to or connected with any or all of the aforesaid, but no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (d) without the written consent and approval of Company being first had and obtained.

(2) No building, fence, (or hedge), wall, sign, swimming pool, tank or structure of any kind shall be commenced, erected or maintained on said land, nor shall any addition to or change or alteration therein be made, until the plans and specifications in duplicate showing the nature, kind, shape, height, materials, color, locations and approximate cost of such structure shall have been submitted to and approved in writing by Company. Company shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for