

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.

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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-