

LIBER 2376 PAGE 210

THIS DEED, Made this 25 day of November
in the year on thousand nine hundred and seventy , by and
between Charles J. Atas and Pyramid Real Estate and Development
Corporation, a body corporate of the State of Maryland.

Witnesseth, That in consideration of the sum of five dollars
and other good and valuable considerations,
the said Charles J. Atas do hereby grant and convey unto the
said Pyramid Real Estate and Development Corporation all those
lots of ground located in Anne Arundel County,

Being known as lots 1 through 47 inclusive, together with
the beds of streets, easements and Flood plain area, as shown
on a Plat entitled "Section B, and a resubdivision of lots 77
through 80, Section A, RUBERT MANOR", which is recorded among
the Plat records of Anne Arundel County in Plat Bood 40, folio

Being the same property by deed dated was granted and conveyed
by the grantee unto the grantor and said deed intended to be
recorded among the land records of Anne Arundel County immediately
prior hereto.

RECEIVED FOR RECORD
MARJORIE S. HOLMES, CLERK
CIRCUIT COURT, A. COUNTY

1970 NOV 30 PM 3:27

NOV 30 1970 11:00 AM CLERK'S OFFICE

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 Pyramid Real Estate and Development Corporation, a body Corporate of the State of Maryland, and successors, licensees and assigns, in fee simple subject to the following restrictions.

Covenant 1. Land Use and Building Type. The land is said tract and any lot or lots now or hereafter laid out thereon shall be used for residential purposes only and no building shall be erected, altered, places or permitted to remain on any lot other than one detached, single-family, dwelling not to exceed two and one-half stories in height and private garage for not more than two automobiles, except and provided as follows:

(a) Real estate sales, construction offices and signs may be erected maintained and operated on any part of said land and in any building or structure now or hereafter erected thereon, during the combined construction and sales period.

(b) Any part of any dwelling now or hereafter erected on said land may be used as a physician's office or dentist's office without hospital facilities, for the treatment of patients and for the practice of said professions, provided that the physician or dentist using such office resides in the same dwelling in which such office is located.

(c) Any part of said land and any improvements now or hereafter erected thereon may be used for the purposes of a church, school, library, playground, park, place of public assembly, community owned, non-commercial swimming pool.

No part of said land, nor any improvements now or hereafter erected thereon shall be used for any of the purposes set forth in subparagraphs (a), (b) or (c) hereof without the written consent and approval of the Architectural Control Committee as provided in paragraph 2 below.

2. Architectural Control. No building, fence, wall or structure or any kind shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure fence or wall have approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Frank J. Miano and June Miano Route 2 Box 143, Millersville, Maryland and Jay Haddad P.O. Box 904, Severna Park, Maryland a majority of the committee may designate a representative to act for it. In the event of death or resignation or any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its, designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. At any

time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. Dwelling Cost and Size. No dwelling shall be permitted on any lot at a cost of less than \$25,000. based upon cost levels prevailing on the date these covenants are recorded for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches and garages shall not be less than (1092) square feet for a one story dwelling, less than (720) plus attached garage if not less than 12' X 22' for a dwelling of more than one story. For split level dwellings not containing an integral garage, the ground cover area shall not be less than (1092) square feet, and for split level dwellings containing an integral garage the ground cover area shall not be less than (1092) square feet exclusive of the area covered by the garage.

4. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat or any amendment to or resubdivision thereof. In any event, no building shall be located on any lot nearer than twentyfive feet to the front line or to the side street line (right-of-way).

(b) No building including an integral garage, breezeway and garage, carport, enclosed porch shall be located nearer than 10 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located fifty-feet or more from the minimum building set back line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

(d) An encroachment into the aforesaid setback areas of not more than twelve inches shall not constitute a violation of these restrictions.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width less than 55 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side and rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which

may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Fences. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line as shown on the recorded plat or any amendment to or resubdivision thereof. Where two adjacent houses are of different distances from the street no fence or wall between these two shall be closer to the street than the front wall of the house most distant from the street. No fence or wall shall exceed 42 inches in height and shall not interfere with underground or surface drainage structures pipes or ditches. This restriction shall not apply to enclosures of patios or open garden courts and shall not apply to retaining walls required by topography but which enclosures patios and retaining walls shall require the written approval of the Architectural Control Committee as provided in paragraph No. 2.

11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except the dogs, cats or other household pets, not in excess of two may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

12. Slope Control and Maintenance. Grading of all slopes and maintenance of said slopes is subject to information contained in construction plans dated June 11, 1969 prepared by J.R. McCrone, Jr., Inc., professional land surveyor and engineer, and entitled Construction Plans for Rubert Manor Section B, Anne Arundel County, Maryland. Specifically Maintenance Map on page 10 of 10 and U.S. Soil Conservation Service job sheets MD4, MD5 and MD6, referenced therein. Said construction plans approved by Anne Arundel County Department of Public Works, February 9, 1970 and on file in that office.

13. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically

extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

14. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

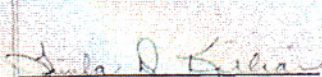
It is further agreed by and between the parties hereto, for themselves, and their respective personal representatives, heirs, successors and assigns, as follows:

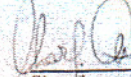
(a) Pyramid Real Estate and Development Corporation hereby reserves unto itself, its successors and assigns, the bed in fee of all streets, avenues, or public highways shown on the said plat, and further reserves unto itself, its successors and assigns the right to relocate, change or modify from time to time within the discretion herein reserved, all streets, avenues, or public highways shown on said plat. Reference to streets, avenues or public highways is for the purpose of description only, and not dedication.

In addition, Pyramid Real Estate and Development Corporation expressly reserves unto itself, its successors and assigns, the right, at or after the time of grading of any street or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street; but shall not be under any obligation or duty to do such grading, or to maintain any slope.

(b) Any or all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon Frank Miano, June Miano and Jay Haddad, or Pyramid Real Estate and Development Corporation herein may be assigned or transferred by Pyramid Real Estate and Development Corporation its successors or assigns, to any one or more corporations or associations agreeing to accept same. Any such assignment or transfer shall be evidence 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 Frank Miano, June Miano, J. Haddad or Pyramid Real Estate and Development Corporation by this Deed and Agreement.

As witness the hands and seals of the grantor.


Witness

 (SEAL)
Charles J. Atas

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I hereby certify, that on this 25th day of November 1970, personally appeared Charles J. Atas and he acknowledged the foregoing deed to be as and for his act.

LIBER 2376 PAGE 215

AS witness my hand and notarial seal.

Gula Darlene Kellian

My commission expires: *July 1, 1974*



Attested to *Charles J. Atlas*