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AGREEMENT AND DECLARATION
AMENDING SPECIAL AND GENERAL COVENANTS AND RESTRICTIONS

THIS AGREEMENT AND DECLARATION, made this 18th day of March, 1976, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD"), and HOWARD FINANCING CORPORATION, a Maryland corporation (hereinafter referred to as "Howard");

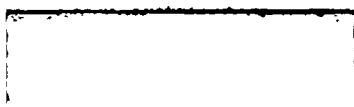
W I T N E S S E T H:

WHEREAS, HRD, as Grantor, has previously executed a certain Deed dated April 6, 1973, unto Haldo, Incorporated, as Grantee, recorded among the Land Records of Howard County, Maryland, in Liber 632, folio 421, pursuant to the terms of which certain property therein described was subjected to certain Special and General Covenants and Restrictions attached to and incorporated in said Deed (said Special and General Covenants and Restrictions being hereinafter referred to as the "Covenants"); and

WHEREAS, Section A of said Covenants provides, inter alia, that the property shall be used solely for the uses set forth therein; and that for a period of fifteen (15) years from the date of said Deed no other use shall be made of the property described in the Deed without the prior written approval of HRD. In addition, the provisions thereof state that in the event that approval for an additional use or uses is obtained, that HRD shall record a written declaration thereof among the Land Records of Howard County, Maryland; and

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WHEREAS, Howard is the present owner of Parcels 11, 12, 13 and 14 as shown on a plat entitled "Columbia, Village of Wilde Lake, Section 10, Area 5," as shown on plats recorded in Plat Book 17, folios 9 and 10; and

WHEREAS, Howard has requested of HRD that the uses for the property set forth in Section A of the Covenants be amended to add certain additional permitted uses, and HRD desires to set forth its approval of such requested additional uses in the manner provided for under the terms of Section A of the Covenants;

NOW, THEREFORE, THIS AGREEMENT AND DECLARATION WITNESSETH:

THAT for the considerations set forth above, and for the additional consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged by HRD, the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, and with respect to the lots owned by Howard, do hereby agree and declare that the Covenants be, and hereby are, amended so that Section A of the Special and General Covenants and Restrictions attached to and incorporated in that certain Deed from HRD to Haldo, Incorporated, dated April 6, 1973, and recorded among the Land Records of Howard County, Maryland, in Liber 632, folio 421, shall be and read as follows:

A. Owner hereby covenants and agrees for itself, its successors and assigns that the Property shall be used solely for the following uses as and to the extent that such uses are presently permitted under the provisions of the Zoning Regulations of Howard County, Maryland relating to B-1, B-2 and S-C Districts:



- (1) Professional and general offices;
- (2) Consumer service facilities limited to employment agencies, real estate broker and sales offices, post offices, photographers' studios, insurance agencies and similar type uses;
- (3) Printing, lithographing or publishing house employing not more than fifty (50) persons;
- (4) Sale of stationery supplies; and
- (5) Sale of business furniture and equipment, including audio and visual equipment, and the customer servicing of such equipment.

Owner further covenants and agrees for itself, its successors and assigns, that the Property shall not in any manner be used, except as specifically provided above, for the making of sales at retail as to any items or things whatsoever, other than tobacco and food products through vending machine facilities on the ground floor of any structure. The exterior materials, roofing, color scheme and general appearance of the buildings to be constructed shall be compatible with the criteria hereafter set forth and with the existing buildings in the immediate vicinity of the Property hereinabove described and shall be subject to the approval of the Architectural Committee hereafter mentioned. For a period of fifteen (15) years from the date hereof, no other use shall be made of the Property without the prior written approval of HRD. Such approval shall be in the sole unreviewable discretion of HRD. Beginning fifteen (15) years from the date hereof, no other use shall be made of the Property without the prior written approval of the Architectural Committee (as constituted under the General Covenants and Restrictions attached hereto) or successor entity (or, if there is no such successor entity, then HRD). The said Architectural Committee, in determining whether to grant such approval, shall take into account the necessity for and the suitability of the proposed use in the neighborhood, its effect on the surrounding property, and the nature, quality, appearance and general compatibility of the structure proposed for such use to the character of the neighborhood (i.e., the area designated "Town Center" and the nearest adjoining Columbia Village). The failure to approve one such use shall not bar further application for other uses, and such approval shall not be unreasonably withheld. In the event that such approval is obtained from the appropriate party as aforesaid, such party shall, at the expense of Owner,



record a written declaration thereof, among the Land Records of Howard County, Maryland. In the event of a breach of any of the covenants contained in this paragraph, HRD, or the Architectural Committee, as the case may be, shall have the right to injunctive relief and any other relief to which it may be entitled under the provisions of the General Covenants and Restrictions for abatement of violations. The benefits of the covenants contained in this paragraph shall inure solely to the benefit of and be enforceable solely by HRD, or its successors or assigns, during such fifteen (15) year period, and thereafter, to or by the Architectural Committee or its successors, and in no case to or by any third party.

WITNESS the due execution hereof as of the day and year first above written.

ATTEST:

George C. Bark
Assistant Secretary

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

By Douglas A. McGregor
Vice President

ATTEST:

James R. Hunter
Assistant Secretary

HOWARD FINANCING CORPORATION

By Fredrick W. Isler
Vice President

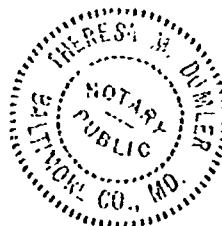
STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 11th day of March, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DOUGLAS A. MCGREGOR, Vice President of The Howard Research And Development Corporation, and that he, as such officer, being authorized so to do, executed the foregoing Agreement and Declaration, Amending Special and General Covenants and Restrictions, for the purposes therein contained by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal.

Theresa M. Dumbler
Notary Public

My commission expires: 7/1/78



HOWARD COUNTY CIRCUIT COURT (Land Records) CMP 803, p. 0513, MSA_CE53_789. Date available 11/06/2003. Printed 02/05/2020.

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY, that on this 18th day of March, 1976, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared FREDERICK W. GLASSBERG, Vice President of Howard Financing Corporation, and that he, as such officer, being authorized so to do, executed the foregoing Agreement and Declaration, Amending Special and General Covenants and Restrictions, for the purposes therein contained, by signing the name of the corporation by himself as such Vice President, and he acknowledged the same to be the act and deed of the said corporation.

WITNESS my hand and Notarial Seal.

Theresa M. Dunler
Notary Public

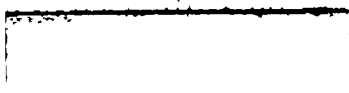
My commission expires: 7/1/78



Mailed to Atlantic Title Co.

REC'D FOR RECORD JAN 3 1977 AT 3:25 P M SAME DAY RECORDED & EX'D PER C. MERRITT PUMPHREY, CLERK

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HOWARD COUNTY CIRCUIT COURT (Land Records) CMP 803, p. 0514, MSA_CE53_789. Date available 11/06/2003. Printed 02/05/2020.