

Section #1

Per C Willing Browns Jr. Clerk

Jessie H Greenway

Deed to Milton Powell and Wf

U S S \$1.50

THIS DEED Made this 11th day of January in the year one thousand nine hundred and thirty-six by and between Jessie Hilles Greenway unmarried of the County of Baltimore in the State of Maryland party of the first part and Milton W Powell and Helen Matton Powell his wife of the County of Baltimore State of Maryland parties of the second part

WITNESSETH that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration the receipt whereof is hereby acknowledged the said party of the first part doth hereby grant and convey unto the said parties of the second part as tenants by the entireties their assigns and unto the survivors of them his or her heirs and assigns in fee simple all that lot of ground situate in Baltimore County in the State of Maryland and described as follows that is to say

BEING all that lot of ground, known and designated as lot No 194 as laid out and shown on the Plat of section No 1 of Wiltondale which Plat is duly recorded among the Plat Records of Baltimore County in Plat Book 1 McL M No 10 folio 108

BEING a portion of the property conveyed by Deed from W Calvin Chestnut attorney to the party of the first part hereto dated October 31 1930 and recorded among the Land Records of Baltimore County in Liber L McL M No 865 folio 264

TOGETHER with the buildings and improvements thereupon and the rights alleys ways waters privileges appurtenances and advantages to the same belonging or in anywise appertaining

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said parties of the second part as tenants by the entireties their assigns and unto the survivors of them his or her heirs and assigns in fee simple forever subject however to the legal operation and effect of the following

The said party of the first part covenants and agrees for herself her heirs and assigns as part of the consideration hereof that all the lots now owned or held by the said party of the first part in Wiltondale Baltimore County as shown on the amended and revised plat of Section One of Wiltondale duly recorded in the land records of Baltimore County in Plat Book No 1 McL 10 folio 108 (except the lot at the northeast corner of York Road and Stevenson Lane being Lot No

143 on said Plat) shall be subject to the following covenants restrictions conditions and reservations hereinbelow set forth and also as set forth on the said plat recorded as aforesaid and that the said covenants restrictions conditions and reservations shall be construed as running with the land and the said party of the second part for themselves their heirs and assigns as part of the consideration hereof covenants and agree that the lot herein conveyed shall be taken subject to the following covenants restrictions conditions and reservations and also those on the said plat recorded as aforesaid which said covenants restrictions conditions and reservations shall be construed as running with the land The covenants restrictions conditions and reservations other than those shown as the said plat are

- (1) That no shop store factory saloon or business house of any kind no hospital asylum or institution of like or kindred nature no charitable institution and no public garage shall be erected or maintained on the lot hereby conveyed or those lots of the party of the first part subject hereto as ??? stated nor shall any business be ??? or ??? on any land subject hereto this provision shall not operate to exclude or prevent physicians from practicing their profession on any of the lots or land subject hereto
- (2) The lot herein conveyed and those lots of the party of the first part subject hereto shall be used for residential purposes only and no more than one residence or a dwelling house containing space or quarters for more than two families or designated or planned for more than two apartments shall be erected placed or maintained on any of the building lots referred to and each lot subject hereto shall have a width or frontage of at least fifty (50') feet at the building line which building line shall be determined by the party of the first part for each of the lots subject hereto
- (3) That none of the land or lots subject hereto nor any building or improvement erected thereon shall be owned or occupied by or leased or conveyed to any negro or any person of negro extraction this prohibition however is not intended to include the occupancy by negro domestic servants or other negroes while employed in or about the premises by the owner or occupant of the said land
- (4) That before any building of any kind shall be commenced or erected upon any of the land or lots subject hereto or any alterations including the ground layout grades and exterior color scheme shall be submitted to and approved by the said party of the first part in writing and the said party of the first part shall have the right to refuse to approve any such plans and specifications which in her opinion

are not desirable and suitable for any reason whatsoever No fences or walls shall be erected on any of the lots hereby conveyed without first being approved by the party of the first part in writing

- (5) That no person shall erect or keep a residence or dwelling house or other structure on any of the said lots subject hereto wholly or partly nearer to the front line thereof than the building line to be established by the party of the first or within eight (8') feet of an adjoining lot not owned by the person so erecting and keeping the said dwelling house or other structure
- (6) And no person shall erect or keep a garage not attached to the dwelling house erected on any of the said lots subject hereto wholly or in part within eight (8') feet of any adjoining lot owned by any other person or wholly or partly within fifty (50') feet of the front line of the said property and no garage or outbuilding erected on a corner lot shall be built within twenty (20') feet of the side street
- (7) No live poultry hogs cattle or other live stock shall be kept on said premises nor shall more than two dogs be kept in any one residence without written consent of the party of the first part and the party of the first part reserves the right at any time to rescind her given consent by notice in writing
- (8) It is covenanted and agreed between the parties hereto that all covenants restrictions conditions reservations and agreements herein set out shall be held to run with and bind the land or lots subject hereto and all subsequent owners and occupants thereof and shall be enforceable by the party of the first part her heirs or assigns as hereinafter set forth or the owner of any lot or lots or any lot or property subject hereto except that the owners other than the party of the first part shall not have the rights of approval or the rights to consent as set forth in paragraphs four seven and thirteen hereof or the right to determine grades or building lines or the character or location of sidewalks The violation of any of the provisions herein contained is hereby declared and agreed to be a nuisance which may be remedied by the party of the first part her heirs or assigns as hereinafter set forth or by the owner of any land or lot subject hereto except as above noted by appropriate legal proceedings
- (9) The said parties hereto their heirs or assigns shall have the right to charge change the size of any lot or lots subject hereto provide that no lot shall be less than fifty (50') feet front on the building or set back line and the party of the first shall

have the right to establish and determine the building line grades of streets and ways the character location and grade of sidewalks

- (10) Any failure by any party entitled to enforce any of the covenants restrictions conditions reservations or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto
- (11) The party of the first part her heirs or assigns as hereinafter set forth hereby reserves unto herself or themselves the right to enter upon at all reasonable times the rear five feet of all lots or property subject hereto for the purposes of laying maintaining or erecting across the said five feet sewers drain pipes water or gas mains or pipes telephone telegraph or electric power poles or facilities for other utilities and the right to grant and convey easements to in and over the said five feet to the County Commissioners or public utilities for the aforesaid purposes
- (12) Each and every lot subject hereto shall be subject to the payment of the sum of Five Dollars (\$5.00) by the owner hereof to the party of the first part her heirs or assigns as below set forth in paragraph thirteen on the last day of April each year for the maintenances and upkeep of the grass plots and shrubbery along the streets in Wiltondale
- (13) The right of the party of the first part to approve plans and specifications or the erection of fences or walls or to determine grades building lines together with all other rights herein conferred upon or reserved to the party of the first part shall not be deemed personal to the party of the first part only but shall pass to the heirs of the party of the first or to such assignee or to such person or persons as to said party of the first part may designate by will deed or other proper instrument unless otherwise provided herein and the said heirs and assignees shall have the same rights and powers as the party of the first part which in turn shall pass by inheritance or assignment
- (14) The party of the first part for herself her heirs and assigns hereby agrees and covenants that the land fronting on the east side of York Road and lying between the north lines of the property shown on the said Plat of Section One of Willtondale and south of the south side of Cedar Avenue not to exceed one hundred feet in depth from the said east side of York Road which said land had not at the present been sub-divided shall if and when sub divided be subject to the provisions herein contained limiting the use of the property to residential

purposes provided however that this 14th Provision is not intended to prevent the erection or maintenance of a real estate office on the said York Road frontage

Subject also to the legal operation and effect declaration made the 10th day of December in the year 1936 by Jessie Hilles Greenway which declaration is duly recorded among the Land Records of Baltimore County or intended to be recorded among the aforesaid Land Records prior hereto

- (15) the said Granter hereby covenants that she has not done nor suffered to be done
???? ???? at any time to annul waive change or modify any of the restrictions conditions covenants or agreements contained in paragraph 6 hereof as to any part of said tract then owned by the said party of the first part and with the consent of the then owner (not including mortgages) as to any other lands included in said tract provided however that such annulment waiver change or modification shall be evidenced by a proper written instrument duly executed and acknowledged and recorded among the Land Records of Baltimore County
- (16) All of the restrictions conditions covenants charges easements and agreements contained herein shall be in perpetuity provided however that twenty years from the date hereof and at any time thereafter any of the provisions herein set forth may be waived canceled changed modified annulled or abrogated in whole or in part by the recording in the proper public Land Records of appropriate instrument in writing executed by the then owners and title holders of a majority in area of land subject hereto exclusive of streets parks playground and other land then devoted to public use of the general use of the occupants of lots subject hereto which instruments shall specifically set out the provisions hereto that are thereby waived cancelled changed modified annulled or abrogated
- (17) The party of the first part hereby gives and grants to each owner hereafter acquiring title to any of the lots subject hereto the right to use such of the streets or alleys shown on said Plat as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such owner but subject to such user by said owner the party of the first part expressly reserves to herself the title to both the surface and beds of all said streets and alley and the right to use and occupy the same or to allow others to do so in any manner that does not materially interfere with said user of ingress and egress and the said party of the first part reserves the right to grade change and grade of and regrade any and all streets or alleys shown on the Plat of Section No Three (3) of Wiltondale and the

right to dedicate to public use and the right to convey to any public authority or to any corporation having power to acquire the same all her right title and interest in and to any street or alley shown on said Plat subject to the rights of the owners as hereinbefore granted

- (18) The right of the party of the first part to approve plans and specifications for buildings or the erection of fences walls or hedges or to determine grades building lines and all other rights and powers reserved to the party of the first part discretionary or otherwise herein conferred upon her shall not be deemed personal to the party of the first part only but shall pass to the heirs of the party of the first part which rights and powers shall pass by inheritance or assignment

Subject also to the legal operation and effect of the Declaration made the 20th day of July 1937 by Irving Adams Attorney which Declaration is recorded or intended to be recorded among the Land Records of Baltimore County prior to the recording of those ????

And the said Jessie Hilles Greenway by Irving Adams her Attorney in Fact hereby covenant that she has not done nor suffered to be done any act matter or thing whatsoever to encumber the property hereby granted that she will warrant specifically the property hereby granted and ??? ???? ???? ???? execute much further assurances of said land as may be requisite ??? ???? ???? ???? seal of the said Jessie Hilles Greenway by the said Irving Adams