

Section #2

146448

Jessie Hilles Greenway by

Irving Adams her Attorney in-Fact

Deed to John Carnin trading as the Carnin Building Company

U S Stamps \$4.00

THIS DEED Made this 19th day of April in the year one thousand nine hundred and forty by and between Jessie Hilles Greenway unmarried by Irving Adams her Attorney in fact under a Power of Attorney dated July 20th 1937 and recorded among the Land Records of Baltimore County in Liber C W B Jr No 1008 folio 123 of the City of Baltimore in the State of Maryland party of the first part and John Carnin trading as the Carnin Building Company of the City and State aforesaid party 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 John Carnin trading as the Carnin Building Company his heirs and assigns in fee simple all those lots pieces or parcels of ground situate lying and being in Baltimore County in the State of Maryland and described as follows that is to say

BEING lots known and designated as Numbered One Hundred and Thirty-six (136) and One Hundred and Thirty-seven (137) Section Two (2) Wiltondale Plat book 12 folio 59

BEING two of the lots of ground mentioned in two deeds one dated October 31 1930 and recorded among the Land Records of Baltimore County in Liber L McL M No 865 folio 264 was conveyed by W Calvin Chestnut Attorney to Jessie Hilles Greenway The second deed dated February 4th 1915 an recorded among the aforesaid records in Liber W P C No 441 folio 365 was conveyed by William S Hilles et al to Jessie Hilles Greenway

SEE Power of Attorney dated July 20th 1937 and recorded in Leber C W B Jr No 1008 folio 123 from Jessie Hilles Greenway to Irving Adams

Subject to set backs and reservations in Declaration dated March 28th 1940 and recorded among the Land Records of Baltimore County on March 29th 1940

TOGETHER with the buildings and improvements thereon erected made or being and all and every 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 party of the second part his 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 of the lots now owned or held by the said party of the first part in Section Number Two (2) of Wiltondale Baltimore County as shown on the Plat of Section Number Two (2) of Wiltondale duly recorded in the Land Records of Baltimore County in Plat Book No 12 folio 59 shall be subject to the following covenants restrictions conditions and reservations hereinbelow set forth and also those as set forth on 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 himself his heirs and assigns as part of the consideration hereof covenants and agrees that the lot herein conveyed shall be taken subject to the following covenants restrictions conditions and reservations and also those on 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 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 or the use of any lot or lots for a playground club house or a community center for recreational purposes The party of the first part however reserves the right to erect and maintain upon any of the said lots owned by her an office for the sale and management of her property
- (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 building of any kind whatsoever shall be erected or maintained thereon except private dwelling house being designed for occupancy by a single family and private garages for the use of owners or occupants of the lots upon which such garages are erected and each

lot subject hereto shall have a width or frontage of at least fifty-five (55') feet at the building line except those lots shown on said Plat of Section No Two (2) of Wiltondale with a width or frontage of less than fifty-five (55') feet at the building line and the said party of the first part however reserves to herself her heirs and assigns the right to divide or redivide any of the lots in said Section No Two (2) of Wiltondale into lots of less than fifty-five feet on the building line whenever in her opinion the shape of the contour of the land to be divided or redivided is such to make it impracticable to have or make lots with a width of fifty-five (55') feet on the building line the building lines shall be determined by the party of the first part for each of the lots subject hereto

- (3) That no part of the said Section Two of Wiltondale or any building or improvement erected thereon shall be used or occupied by or leased to any Negro or person of Negro descent any Italian Chinese Japanese or Jew provided however that this prohibition is not intended to include the occupancy by Negro or the aforesaid prohibited nationals as domestic servants or while employed in or about the premises by the owner or occupant of the land in said Section Two of Wiltondale
- (4) That before any building of any kind shall be commenced or erected or maintained upon any of the land or lots subject hereto or any alterations made in buildings erected or being erected thereon the plans and specifications for such buildings and such 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 or alterations which in her opinion are not desirable and suitable for any reason whatsoever No fences hedges or walls shall be erected or maintained on any of the lots without first being approved by the party of the first part in writing A copy of all plans approved shall be left permanently with the party of the first part And no building fence hedge or wall shall be erected or maintained on any lot that is not in accordance with approved plans and specifications and the party of the first part her heirs and assigns shall have the right at all times to enforce compliance with this provision
- (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 frontline thereof than the building line established or to be to be established by

the party of the first or within ten feet of the side lines of all lots except Lots Nos 136 and 137 and 138 and sixteen foot strip adjoining Lot No 138 on the west on which said lots no residence or dwelling house or other structure shall be erected or kept within eight (8') of the side lines of said lot or lots the front lines of the lots in Section No Two (2) of Wiltondale shall be deemed to be the lot lines of the shortest dimension bordering on a street as shown on the said plat

- (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 ten (10') feet of the side lines of any lot or lots except lots Nos 136-137-138 and the sixteen foot strip adjoining lot No 138 on the west on which said lots no garage not attached to the dwelling house shall be erected or kept wholly or in part within eight feet of the side lines of said lot or lots or wholly or partly within fifty feet (50') of the front line or within five feet (5') of the rear line of any lot and no garage or outbuilding erected on a corner lot shall be built within thirty feet (30') 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 by the owner or owners of any lot or lots or any lot or property subject hereto or by the Federal Housing Administration as insurer only of any mortgage on any part lot or parcel of said Section Two (2) except that the Federal Housing Administration and the owners of lots and tracts in the said Section Two (2) of Wiltondale other than the party of the first part shall not have the rights of approval the rights to consent or the right to determine the front and other lines of the lots as set forth in paragraphs two (2) four (4) five (5) six (6) and seven (7) hereof or the right to determine grades or building lines or the character or location of the sidewalks or to enforce fourth (4) ninth (9th) and tenth (10th) paragraphs here of 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 or owners of any land or lot subject hereto or by the Federal Housing Administration except as above noted by appropriate legal action

- (9) The party of the first part reserves the right unto herself her heirs and assigns at the time of or after the grading of any street or any part thereof in the said Section Two (2) Wiltondale to enter upon any abutting lot and grade the portion of such lot adjacent to such street to a slope of 2 to 1 by the said party of the first part her heirs and assigns shall not be obligated to do such grading or to maintain the slope
- (10) The party of the first part reserves the right unto herself her heirs and assigns to enter upon any lot subject hereto and trim or prune at the expense of the owner maintaining the same any hedge or other planting that in the opinion of the party of the first part her heirs and assigns by reason of its location on the lot of the height to which it is permitted to grow is unreasonably detrimental to the adjoining property or obscures the view in street traffic or is unattractive in appearance in the opinion of the party of the first part her heirs and assigns
- (11) The said parties hereto their heirs or assigns shall have the right to change the size of any lot or lots subject hereto provided that no lot the size of which may be so changed shall be less than fifty-five feet (55') front on the building line or setback line when resubdivided except as is provided in paragraph two (2) hereof and the party of the first part her heirs and assigns shall have the right to establish determine and change the building line the grades of streets and ways the character location and grade of sidewalks
- (12) 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 or estoppel of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto
- (13) The party of the first part hereby reserves unto herself her heirs and assigns an easement over and the right to enter upon at all reasonable times the reservations made established and set forth in the Declaration made by the said Jessie Hilles Greenway by her Attorney Irving Adams dated the 28th day of March 1940 and recorded among the Land Records of Baltimore County and recorded on March 28 1940 and also as shown on said Plat of Section Two (2) of Wiltondale for the purpose of laying maintaining or erecting across through in or over said

reservations sewers drain pipes water or gas mains or pipes telephone telegraph or electric power poles or facilities for any other utilities and further reserves the right to grant and convey easements to in and over the said reservations to the County Commissioners or public utilities or others for any of the aforesaid purposes

- (14) The said party of the first part is given the right and the right is hereby expressly reserved to her her heirs and assigns as hereinafter set forth in her or their absolute discretion at any time to annul waive change or modify any of the covenants restrictions conditions reservations and agreements contained in paragraphs five (5) and six (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 mortgagee) 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
- (15) The owner of each and every lot subject hereto as shown on said Plat of Section No Two (2) Wiltondale shall pay into a Maintenance Fund on the first day of April of each year the sum of Seven Dollars and Fifty Cents (\$7.50) which Fund shall be held by the party of the first part her heirs or assigns as expended for the maintenance and upkeep of the grass plots and shrubbery along the streets in Section No (2) of Wiltondale and the maintenance and upkeep of streets and alleys and the removal of snow from sidewalks and the lighting of streets in Section No Two (2) of Wiltondale provided however no owner of any lot shall be required to pay the Maintenance Fund charge unless the street or road upon which the lot or lots front shall be graded and paved or surfaced The Maintenance Fund shall be kept separate from all other funds and applied to the above purposes in the discretion of the party of the first part shall in no instance be liable for any amount in excess of the annual charge of Seven Dollars and Fifty Cents (\$7.50) per lot as above set forth it is expressly agreed that the annual charge of Seven Dollars and Fifty Cents (\$7.50) for the Maintenance Fund shall constitute a lien or encumbrance on the lot with respect to which said charge is made and that by acceptance of title to any of the lands subject to the charge and owner or owners from time to time acquiring title thereto shall be held to have covenanted and agreed to pay the annual charge and all annual charges due and

unpaid at the time of his or their acquiring title and the said party of the first part may at any time hereafter that she sees fit refuse to further collect and disburse the maintenance charges in which event a majority of the lot holders in Section No Two (2) shall duly appoint some person or persons thereafter to accept the Maintenance Fund then on hand and to collect the annual Maintenance Fund charges and to disburse the Fund in accordance herewith and the said party of the first part shall thereupon be relieved of any further duties and liabilities in the matter. The charge of Seven Dollars and Fifty Cents (\$7.50) per lot is based on the lots as now shown on said Plat of Section No Two (2) Wiltondale and in the event that any change is made in the size of any of the said lots said maintenance charge shall be increased or decreased proportionally.

- (16) All of the restrictions conditions covenants charges easements and agreements contained herein shall be in perpetuity provided however that twenty-five (25) years from the 30th day of September 1938 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 instruments in writing executed by the then owners and title holders of a majority in area of the land subject hereto exclusive of streets parks playgrounds and other land then devoted to public use or the general use of the occupants of lots subject hereto which instruments shall specifically set out the provisions hereof that are hereby 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 of Section Two (2) of Wiltondale 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 unto herself the subject to such user by said owner the party of the first part expressly reserves unto herself the title to both the surface and beds of all said streets and alleys and the right to use and occupy the same or 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 to herself her heirs and assigns the right to grade change the grade of and regrade any and all streets or alleys shown on the Plat of Section No Two (2) of

Wiltondale and the right to dedicate to public use and the right to convey to any public use and the right to convey to any public authority or to any corporation having power to acquire the same all her or their right title and interest in and to any street or alley shown on said Plat of Section Two (2) of Wiltondale subject to the rights of the owners as hereinbefore granted

- (18) The rights 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 or to such assignee or assignees as the said party of the first part may designate by will deed or other appropriate or proper instrument unless otherwise provided herein and said heirs and assignees shall have the same rights and powers as 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 28th day of March 1940 by Irving Adams Attorney for Jessie Hilles Greenway which Declaration is recorded among the Land Records of Baltimore County and recorded March 28 1940

AND the said Grantor hereby covenants that she has not done nor suffered to be done any act matter or thing whatsoever to encumber the property that she will warrant specially the property hereby granted and conveyed and that she wil execute such further assurances of said land as may be requisite

WITNESS the hand and seal of the within named Grantor

Jessie Hilles Greenway (SEAL)

Witness –

Edna V Schaeffer

By Irving Adams her Attorney in Fact (SEAL)

STATE OF MARYLAND BALTIMORE CITY TO WIT

I HEREBY CERTIFY that on this 19th day of April in the year one thousand nine hundred and forty before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Irving Adams Attorney-in-Fact for Jessie Hilles Greenway the within named grantor and he acknowledged the foregoing Deed to be his act as such Attorney-in Fact

AS WITNESS my hand and notarial seal

(notarial seal)

Edna V Schaeffer

Notary Public

Received for Record April 20 1940 at 11.45 A M & Exd

Per C Willing Browne Jr - Clerk