

Section #3

146448

Jessie Hilles Greenway by Atty

Deed to John W Crouch & wife

State Tax \$1.50

U.S.S. \$1.50

THIS DEED made this 22nd day of July in the year one thousand nine hundred and thirty-seven by and between Jessie Hilles Greenway unmarried by Irving Adams of the City of Baltimore in the State of Maryland her Attorney in fact acting under and by virtue of the Power of Attorney dated July 25 1937 and recorded among the Land Records of Baltimore County in Liber C W B Jr No 991 Folio 415 etc and the Power of Attorney dated the 20th day of July 1937 and duly recorded or intended to be recorded among the Land records aforesaid prior hereto party of the first part and John W. Crouch and Lillian A Crouch his wife of the County and State aforesaid 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 Jessie Hiles Greenway by Irving Adams her Attorney in Fact acting in exercise and by virtue and in pursuance of the power and authority conferred upon him by the Powers of Attorney aforesaid doth hereby grant and convey unto the said John W Crouch and Lillian A Crouch his wife as tenants by the entireties their assigns and unto te survivor 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 known and designated as Lot No Five (5) in Section No Three (3) as laid out and shown on the Plat of Wiltondale which Plat is duly recorded among the Plat Records of Baltimore County in Plat Book L McL M No 10 Folio 124 etc

For Title see the following conveyances to the said Jesse Hilles Greenway

(1) Deed from William S Hilles dated February 4 1916 and recorded among the land Records of Baltimore County in Liber W P C No 441 Folio 365 etc

(3) Deed from W Calvin Chesnut Attorney dated October 31 1930 and recorded among the Land Records aforesaid in Leber L McL M No 865 Folio 264 etc

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

To Have And To Hold 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 survivor 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 of the lots now owned or held by the said party of the first part in Section No Three (3) of Wiltondale Baltimore County as shown on the Plat of Section Number Three (3) of Wiltondale duly recorded among the Land Records of Baltimore County in Plat Book L McL M No 10 Folio 124 etc (except Lot "A" at the northeast corner of the intersection of Cedar Avenue and Worcester Road as shown on said Plat) shall be subject to the following covenants restrictions conditions and reservations hereinbelow set forth and also set forth on said Plat recorded as aforesaid and that 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 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 on 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 above stated nor shall any business be conducted or maintained 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 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 private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses each dwelling house being designed for occupancy by a single family and private garages for the use of prospective 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 sixty-five feet at the building line except those lots shown on said Plat of Section No Three (3) of Wiltondale with a width or frontage of less than sixty-five feet at 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 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 or maintained upon any of the land or lots subject hereto or any alterations made in buildings 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
- (5) That no person shall erect or keep a residence or dwelling house or other structure on any lot subject hereto wholly or partly nearer to the frontline thereof than the building line established or to be established by the party of the first part or nearer the side street than the building line established or to be established by the party of the first part within ten feet of any adjoining lot owned by any other person and the party of the first part shall in all cases have the right to say and determine which are the front side and rear lines of any lot or plot and the judgment and determination of the party of the first part thereon shall be final and binding
- (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 feet of any adjoining lot owned by any other person or wholly or partly within fifty feet of the front line of said property and no garage or outbuilding erected on a corner lot shall be built within thirty 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 by 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 or approval the rights to consent or the rights to determine the front and other lines of the lots as set forth in paragraphs 4 5 7 and 13 hereof or the right to determine grades or building lines or e character or location of sidewalks or to enforce the 9th and 10th paragraphs hereof 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 except as above noted by appropriate legal action
- (9) The party of the first part reserves the right at the time of or after the 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 to a slope of 2 to 1 by the said party of the first part shall not be obligated to do such grading or to maintain the slope
- (10) The party of the first part reserves the right 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 by reason of its location on the lot or its 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
- (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 sixty-five feet front on the building or set-back line when resubdivided and the party of the first part 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 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 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 dated the 20th day of July 1937 and recorded among the Land Records of Baltimore County prior to the recording therein of these presents and also as shown on said Plat of Section Three (3) 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 covey easements to in and over the said reservations to the County Commissioners or other public utilities for any of the aforesaid purposes
- (14) The owner of each and every lot subject hereto as shown on said Plat of Section No Three (3) Wiltondale shall pay into a Maintenance Fund on the first day of April of each year the sum of Seven Dollars and One-Half Dollars (\$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 Three (3) 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 Three (3) 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 insofar as the money in said fund is available The said party of the first part shall in no instance be liable for any amount in excess of the annual charge of Seven and One-Half Dollars (\$7.50) per lot as above set forth it is expressly agreed that the annual charge of Seven and One-Half Dollars (\$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 any 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 Three (3) 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 and One-Half Dollars (\$7.50) per lot is based on the lots as now shown on said Plat of Section No Three (3) 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

- (15) The party of the first part is given the right and the right is hereby expressly reserved to 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 restrictions conditions or 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
- (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 playground 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 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 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 the right to grade change the 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 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 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 the presents

And the said Jessie Hilles Greenway by Irving Adams her Attorney in Fact 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 will execute such further assurances of said land as may be requisite

Witness the hand and seal of the said Jessie Hilles Greenway by the said Irving Admas

Witness –
Ryamond L Henry

Jessie Hilles Greenway (SEAL)
By Irving Adams (SEAL)
Her Attorney in Fact

State of Maryland City of Baltimore to wit

I Hereby Certify that on this 22nd day of July in the year one thousand nine hundred and thirty-seven before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Irving Adams Attorney in Fact for Jessie Hilles Greenway unmarried and by virtue and in pursuance of the power conferred upon him by the Powers of Attorney hereinbefore mentioned he acknowledged the foregoing Deed to be the act of the said Jessie Hilles Greenway and he also acknowledged the foregoing Deed to be his act as such Attorney in Fact

AS WITNESS my hand and notarial seal

(Notorial)
(Seal)

Raymond L Henry
Notary Public

Recorded July 23 1937 At 1 30 P M & Exd Per C Willing Browne Jr Clerk