

(Notarial seal)

Edwin A Fitzpatrick

Edwin A. Fitzpatrick

Notary Public.

Rec Oct 26 1948 at 3 P M & EXD

Per T Braden Silcott Clerk

(Rec By R D B) EXD BY WNF&A J

74020 Hugo R. Hoffmann and wife
Deed to
James M. Boyer and wife
U S S \$6.05 S R T \$6.05

This Deed- Made this 22 day of October, in the year one thousand nine hundred and forty-eight, by and between, Hugo R. Hoffmann and Burton P. Hoffmann, his wife, of Baltimore County, in the State of Maryland, parties of the first part;

and James M. Boyer and Margaret K. Boyer, his wife, of the aforesaid County, in the 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 considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto 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, subject to the covenants, conditions and restrictions hereinafter set forth, all that lot of ground situate in Baltimore County, in the State of Maryland, and described as follows, that is to say:

Beginning for the same in the centre of Green Spring Avenue (formerly known as Dover Road) at the beginning of the fifth or south 41 degrees 33 minutes east 300 feet line of a parcel of land which by a deed dated November 10, 1945 and recorded among the Land Records of Baltimore County in Liber R.J.S. No. 1418 folio 420 was conveyed by Elizabeth Baugh Brewster, widow, to Hugh R. Hoffman and wife and running thence with and binding on said fifth line and on a part of the sixth line of said parcel of land and binding in the center of said Green Spring Avenue, the two following courses and distances viz: south 41 degrees 33 minutes east 300 feet and south 55 degrees 37 minutes east 89 feet, thence leaving said avenue and running for a line of division south 21 degrees 26 minutes west 1098.60 feet to a pipe set in the third or south 88 degrees 42 minutes west 3062.5 feet line of a parcel of land which by a deed dated January 30, 1940 and recorded among the Land Records of Baltimore County in Liber C.W.B.Jr. No. 1092, folio 327 was conveyed by James Walter Carter and wife to Raymond S. Clark and wife, thence running with and binding on a part of said third line south 88 degrees 47 minutes west 378 feet to a pipe set in the center and south end of a 20 foot road, thence binding in the center of said 20 foot road with the right and use thereof in common with others entitled thereto and binding on the second, third and fourth lines of the herein referred to parcel of land which was conveyed by Brewster to Hoffman the three following courses and distances viz: north 21 degrees 30 minutes east 406.44 feet, north 19 degrees 55 minutes east 300 feet and north 21 degrees 37 minutes east 694 feet to the place if beginning. Containing 10.00 acres of land.

Subject to and together with the right and use thereof in common with others entitled thereto of a Right of Way 20 feet wide, heretofore granted by Hugo R. Hoffman and wife to Raymond S, Clark and wife by deed dated November 18, 1946 and recorded among the Land Rec of Baltimore County in Liber R.J.S. No. 1493 folio 464, the westernmost 1/2 of said 20 foot Right of Way being the easternmost 1/2 of the 20 foot road referred to in the herein described 10 acre parcel of land the the easternmost 1/2 of said 20foot right of way being an additional

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strip of land 10 feet wide adjacent to the easternmost side of said 20 foot road.

Being a part of a parcel of land which by a deed dated November 10, 1945 and recorded among the Land Records of Baltimore County in Liber R.J.S. No. 1418, folio 420 was conveyed by Elizabeth Baugh Brewster, widow, to Hugo R. Hoffmann and wife.

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 entirety, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever, subject to the legal operation and effect of the following covenants, conditions and restrictions:

1. There shall not be erected or maintained upon the tract of land hereby conveyed any shop, store, factory or business house, plant, manufactory or establishment of any kind or nature whatsoever, any graveyard or crematory, any hospital, asylum, sanatorium or institution of like or kindred nature, whether charitable or otherwise, any hog pen or any building, booth or other structure for the manufacture or sale of any malt or spirituous or distilled liquors or drinks of any kind to be used a livery stable or any building of the character and description known as a tenement house, hotel, apartment house or boarding house, or for the giving of shows or for public amusement or entertainment of any kind, nor shall any noxious, dangerous or offensive thing, trade or business whatsoever be permitted or maintained on said property. No cattle or sheep shall be kept on said tract without the express permission in writing of the said first parties, their heirs, personal representatives and assigns. At no time shall the land, included in said tract, or any building erected thereon, be occupied by any negro or person of negro extraction. This prohibition, however, is not intended to include the occupancy by a negro domestic servant or other person while employed in or about the premises by the owner or occupant of any lots included in said tract.
2. No building of any kind whatsoever shall be erected or maintained on said tract, except one private dwelling designed for occupancy by a single family and private stable and garage for the sole use of the respective owner or occupant of the said tract of land upon which said stable and garage are erected. Any cesspool or other sewerage disposal plant constructed on said tract shall be so enclosed or constructed as to give off no offensive odors of any kind and any manure pit constructed with a stable to be erected on said lot or tract shall be built in a good and workmanlike manner, shall protrude from the ground not more than two feet and shall be covered by an appropriate door or other covering which at all times must be kept closed, except when manure is being placed in or removed from said pit. No cesspool or other sewerage disposal system, manure pit, other structure or roadway, no building, fence or wall, shall be commenced, erected or maintained nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plan, color scheme and location of such structure, and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the first parties, their heirs, personal representatives or assigns, and a copy thereof as finally approved, lodged permanently with the first parties, and their heirs, personal representatives or assigns. The said first parties, their heirs, personal representatives or assigns, shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in the opinion of the said

first parties, their heirs, personal representatives or assigns, for aesthetic or other reasons and in so passing such plans specifications and grading, plans, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure on the roadway as planned on the outlook from the adjoining or neighboring property.

3. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the said first parties, their heirs, personal representatives or assigns, in addition to all other remedies, the right to enter upon the land/^{upon} ~~or~~ to which such violations or breach exists summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon, contrary to the intention and meaning of the provisions hereof, and the said parties their heirs, personal representatives and assigns, shall not thereby be deemed guilty of any manner to trespass for such entry, abatement or removal.

4. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforced by the/^{said} first parties, their heirs, personal representatives or assigns, and the failure of the said first parties, their heirs, personal representatives or assigns, or any land owner to enforce any restrictions, condition, covenant or agreement 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.

5. All of the restrictions, conditions, covenants, charges, easements and agreements contained herein shall be in perpetuity, provided, however, that in the year 1970 and in each twenty-fifth year thereafter (that is, in the year 1995, or in the year 2020, etc.) any or all of the provisions contained herein may be cancelled, 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 owner (not including mortgagees) of the land included in said tract, which instruments shall specifically set out the provisions of this deed and agreement that are thereby cancelled, annulled or abrogated.

Any of the powers and duties (including discretionary powers and duties), obligations, rights, titles, easements and estates reserved or given to the party of the first part in this deed may be assigned to any one or more corporations, individuals or associations that will agree to assume the assigned rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights, and powers and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to or assumed by the first parties and the said first parties thereupon being released therefrom.

And the said Grantors hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted, that they will warrant specially the property hereby granted and conveyed and they will execute such further assurances of said land as may be requisite.

Witness: the hands and seals of the within named Grantors.

Witness:

Katherine E. Imwold

Katherine E. Imwold

Hugo R. Hoffmann

Hugo R. Hoffmann

(SEAL)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify- that on this 22 day of October in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Hugo R. Hoffmann and Burton P. Hoffmann, his wife, the within named Grantors, and they acknowledged the foregoing Deed to be their respective act, and in my presence, signed sealed the same.

As Witness: my hand and Notarial seal.

(Notarial seal)

Katherine E. Imwold

Notary Public

Katherine E. Imwold

Rec Oct 26 1948 at 3 P M & EXD Per T Braden Silcott Clerk

(Rec By R D B) EXD BY WNF&AJ

RECORDED MAR 17 1949

74021 Rudolph Kohn and wife) This Deed, Made this 13th day of October, 1948, by and
Deed to Elmer F. Bentz et al) between Rudolph Kohn and Anna Kohn, his wife, of the City
U S S \$1.10 S R T \$1.10) of Baltimore, in the State of Maryland, of the first part,
) and Elmer F. Bentz and Agnes V. Bantz, his wife, and
James Richard Loane and Irene Virginia Loane, his wife, of the said City and State, of the second part.

Witnesseth, that in consideration of the sum of five dollars and other good and valuable considerations, this day paid, receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey an undivided one-half interest in and to the property herein described unto Elmer F. Bentz and Agnes V. Bentz, his wife, as tenants by the entires, and the said parties of the first part do grant and convey the other undivided one-half interest in and to the property herein described, unto James Richard Loane and Irene Virginia Loane, his wife, as tenants by the entires- their assigns, the survivor of them and the heirs and assigns of said survivor, in fee simple, said property situate, lying and being in Baltimore County and described as follows, to wit:-

Beginning for the same on the northeast side of Oakdale Avenue at the corner of lot No. 51; and running thence southeasterly along the northeast side of Oakdale Avenue one hundred fifteen and nine one-hundredths feet to the corner of lot No. 53; thence northeasterly along lot No. 53 three hundred feet, more or less to lot No. 55; thence northwesterly along lot No. 55 one hundred feet to lot No. 51; thence southwesterly along lot No. 51 three hundred fifty feet, more or less, to the place of beginning. Being lot No. 52 as laid out on Plan "C" of Rosedale Terraces and recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 3, folio 90.

Being the same lot of ground which by Deed dated January 16, 1920 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 522, folio 33, was granted and conveyed by Anton Kohajda and Marie Kohajda, his wife, to the grantors herein.

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 an undivided one-half interest in and to that lot of ground and premises above described and mentioned, unto and to the proper use of Elmer F. Bentz and Agnes V. Bentz, his wife, as tenants by the entires, and to have and to hold the other undi-

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