was pant apecially the property granted and that he will execute seach further descurances fethe same as may be requisite

thomese, the hand and seal of the said Crantor

Chas O Counselman

Herbert F Kuenne (See RECORDING FEE

State of Maryland City of Baltimore To Wit

I Hereby Cortify that on this 1st day of May in the year mineteen hundred and thirty-nine before me the subscriber a Notery Public of the State of Maryland duly commissioned and qualified in and for the City of Baltimore, aforesaid personally appeared Percent E Kuahne the Grantor in the aforegoing Deed and acknowledged the aforegoing Deed to be his act and deed Rest 8405 Rest \$ 56.156

Witness my hand and Motarial Seal

(Motarial Seal)

AGNS 1ST YON

Chas C Counselman Notary Public

Recorded May 11 1939 at 2:10 P M and Bramined per C Willing Browne Ir Clerk

126099 Murray Hill Corporation " Dood & Agat with George Hebner Jr

This Deed and Agreement is made as of June 21 1939 by and between Murray Hill Corporation a corporation of the State of Maryland (hereinafter called the "Grantor" Party of the First Part and George Hebner Jr of Bellimore) City State of Maryland (hereinafter called the "Purchaser

Party of the Second Part

Whereas the Grantor owns a tract of land (hereinafter referred to as "Murray Hill") lying in the Winth Election District of Baltimore County in the State of Maryland which it has caused to be subdivided unto lots and parcels which are designated as lots numbered !! 4,5,6,7,8,9,10,11,12,13,14,15,16,17,10,19,20,21,82,23,24,25,26,27,28,29,30,31,32,33,36,30,37 38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,55,54,55,56,57,58,59,60,61,62,63,64,65,410,66 on a plat heroby expressly made a part hereof and 1118d concurrently herewith among the land Records of said Baltimore County and marked "Murray/Hill 1989" and

Whoreas the Creator is developing and improving said tract of land shown on said plat and has subdivided the some into parcels and lots in the manner and as shown on sold plats and to destrous of subjecting all of said tract of land and the lots and parcets shown on said platito certain covenants agreements assements reservations restrictions sound tions and conservaas boroim (tor bet forth and

Whereas the Purchaser is destrous of purchasing a certain lot and parcel in selectroct of dend and is destrous of ecoperating with the Grentor for the purpose of making the covenence. easoments reservations restrictions conditions and charges hereinatter settion. oinding alike upon the Crantoratts successor or successors and assigns and u rsonal representatives and aselens and upon the tot and parcel to es upon allothe land included in the said th

ons and charges binding and of applications and serfect; on all the lendernoluded, in read

urray Hill (1935) ercent the streets shown on said raat and lim

Eiber #1065

thereafter the full chaser will reconvey to the Orantor charged with all the coverance agree ments eastments reservations restrictions conditions and charges hereinafter set out all those clots of land so conveyed to him except the following lot viz lot number 83 as shown or said plate "Murray Hill 1939", which lot and parcel the Burchaser will hold and own in resulting low up lest to all of the said coverants agreements opsoments reservations restrictions conditions and charges

Now Thersfore, this Dead and Agreement. Witnesseth That for and in consideration of the promises and of the sum of five Dollars (\$5.00) in hand paid by the Furchaser to the Grantor the reselpt whereof is hereby acknowledged and in further consideration of the performance. of the covenants agreements and conditions hereinafter not out the parties hereto do hereby agree, as follows

The Grantor does hereby grant and convey unto the Purchaser subject to the covenants agreements outsements reservations restrictions conditions and charges hereinafter set out all of those lots and parcels of land lying being and situate in the Ninth Election District of Editimore County Maryland and shown as lots numbered 1,3,4,5,5,7,5,9,10,11,12,13,144,5,16,17,10,10,20,21,22,23,24,25,26,27,28,29,30,31,32,33,35,36,37,38,39,40,41,42,45,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,52,63,64,65 and 66 respectively on the aforementioned plat "Murray Hill 1939" saving and excepting however from this grant all streets avonues or public ways shown on said plat

Together with the improvements thereon and all the rights ways waters privileges and apputenances thereto belonging or in anywise apportaining

To have And To Hold the above granted property unto the purchaser his heirs and assigns forever in fee simple subject however to the following covenants agreements easements reservations restrictions conditions and charges which it is hereby covenanted and agreed shall be binding upon the Grantor its successors and assigns and upon the Furchaser his heirs personal, representatives and assigns and upon all the land included in the said tract

SUB-DIVISION I

Dofinitions of words as used in the recitals granting clause habendum and covenants.
Of this Deed and Agreement

The word building shall be deemed to include any building garage or structure or part or portion thereof including porches or steps.

provisions herein' set forth or inserted in any deed from the Grantor horsefter transferring fittle-thereto; the commander the fight to creat a suilding as above defined except as hereafter, stated a plot may consist of ensingle let or of more or less than a single let the words. The words "Murray Hilly" tract of land shall be deemed to be all the land included in the lots hereafter summers and all the ways avenues or streets shown on and included in the said platters as "Nurray Hilly" tract of land the land included in the lots hereafters shown on and included in the said platters as "Nurray Hilly 1959" filed for record as hereinofore stated.

SUB_DIVISION.II

There, should not be sreeted permitted maintained or operated upon any of the wand included in said that in brewery, distillery maithouse sloughternoise foundry limekids, from quarry cement mild sugar refunery onematory graveyard laid penitentiary house of correct light new talk sugar refunery onematory graveyard laid penitentiary house of correct light new talk say light anatorium or tradition of like or kindred dature stepse of any line cortic yard hospenur who vardors cowlengue privy valid or any form of privy energany.

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der ordem of tartar gas asphalt or fertilizer nor for bone boiling fat boiling dyeing anning stressing or greparing of skins hides or leather nor shall iny noxious dangerous o thing trade or business, what soeyer, be permitted or (maintained on smid property no hall any live poultry hogs cattle or other livestock be kept thereon.

At no time sholl the land included in said tract or any part the reof or any building speci thereon be occupied by any oriental negro or person of negro or oriental extraction This promibition however is not intended to include the occupancy by a negro domestic servent or other person while employed in or about the premises by the owner or occupant of eny land included in said tract

SUB-DIVISION, III

for the land included in said tract except as hereinbefore or hereinalter provided shall be used for private residence purposes only and with such exceptions no building of any kind whatboover shall be erected or maintained thereon except private awelling houses not exceeding two and one-half (2%) stories in height each dwelling being designed for occupation by a single family and private garages may be erected for the sole use of the respective owners. or odcupants of the plots upon which such garages are erected.

No billboard poster or advertising device or sign; of any character excepting "Lor Sale and/or "For Rent" signs or markers advertising the property on which such sign or marker shall stand shall be erected or maintained on said tract or on any bulkding or structure or sold tract

SUB-DIVISION IV

No building or part thereof except as hereinafter provided shall be erected or main twined on any part of said tract closer to any street on which fronts the plot on which said building is to be or is crected than is specified in the "Schedule of Setbecks" horeinarters set out in Sub-division XI hereof or in any subsequent senedule or schedules herein provided Cor Provided however that open or closed porches bay windows or one story additions extending not more than eighteen (18) feet above the ground steps welks or open terraces or fence walk not exceeding four (4) feet six (6) inches in height may with the written approval of the Grantor be permitted to project beyond the minimum setback line. The projection of swon open or collosed porohoo; hay windows or one-story additions beyond the minimum setback. Mine howeve shall not exceed ten (10) feet

Nowdwelling shall be srected or maintained on lots numbered 1:3,4 or 5 as shown on the said plat unwess the exterior surface of the wall thereof hearest the front/line of the photon which wit stands shall be forty-five (45), feet or less from the westernmest, line of Murray Mil Read asserown on said platico dwelling shall be ersoted or maintained on lets numbered 8, 16, 17, 18, 19, 20, 21 or 22, as abown on addid plat unless the sexterior surface of the wain their the Tront | line of the plot on which it fronts shadlabe seventy tive (75) (feet or les the front line of said plot No dwelling shall be erected or mainteined on any part of sels street other than on clots numbered 1.5,4.5,5,16,17,18,10,20,21,0122 shown entioned plat unless the exterior surface of the well-nearest the Front line or the proinding change should be sixty (80) feet or less from the fronty ine of the sect

building or part thereof nor any garage suther attached to the building Tipexcoption nereination provided shall be exected or maintained coloser than tens ((10)) feet tolono side line or lines of the plot of ground which the serviced or within ten (10) sector the grant who is a sector of the sector of the grant who of any spot anomy obtains the sector of the grant who of any spot anomy obtains the sector of the grant who of any spot anomy obtains the sector of the grant who of any spot anomy obtains the sector of the grant who of any spot anomalous sector of the grant who of any spot anomalous sector of the grant who of the

Liber #1065/2

to any side-street Provided however that with the written approved of the Grantor any Karage sected control rear one-cuarter of any lot or proteon ground may be arected ten (10) freet of less from the side while of any such lot or plot of ground unless the same shall be done one corner.

Nothurling shall be streeted on any building plot having a total area of less than seven the same of the street of the seven than seven

The dwelling the ground floor area of which is less than seven hundred and fifty (750) scalare feet exclusive of outside porches or terraces shall be created permitted or maintained on any building plot it is hereby specifically acreed that lots numbered 7 and 8 shall front on the public of the numbered 16,17,18,19,20,21 and 22 shall front on Charles Street Avenue and lots numbered 3,4,5,10,11,12,13,14,15,23,24,25,26,27,28,29,30,31,32,33,35,36,37,38,38,42,40,47,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,56,57,56,59,60,61,62,63,64,65 and 66 shall front on Mairray Hill Road Lots numbered 1 and 9 being corner lots shall front on Bellona avenue and/or Murray Hill Road and any dwelling constructed erected or maintained thereon may front on either of said two public ways Lot numbered 6 being a corner lot shall face on Bellona avenue and/or Charles Street Avenue and any dwelling constructed erected or maintained thereon may front on either side of said two avenues No kitchen or other service entrance to any dwelling nor any garage shall be permitted to face on the road or avenue upon which fronts the lot or plot of ground on which such dwelling house or garage is erected unless the Crintor shall have first approved in writing the creation construction or maintaining of any such structure

SUB-DIVISION V

No building fence wall or other structure shall be commenced erected or maintained for said tract nor shall any addition to or change or alteration therein (including any retreatment) by painting or otherwise of any exterior part thereof) be made until the plane and specifications showing the nature kind shape height materials floor plane coror scheme and location of such structure and the grading plan of the plot to be built upon shall have been submitted to and except as hereinniter referred to approved in writing by the Committee to be formed as hereinniter referred to approved in writing by the Committee to be formed. Committee No roadway shall be constructed or maintained into a plot from a street until the blane and approved in writing by the Committee and accept thereof as finally approved located permanently with the Committee and accept thereof as finally approved located permanently with the Committee and accept thereof as finally approved located permanently with the Committee and accept thereof as finally approved located permanently with the Committee and accept thereof as finally approved located permanently with the Committee.

The Committee shall mave the right to refuse to approve any such plans or specifications.

Of Other reasons and in so passing upon such plans specifications grading plan or material thoysmall have the right to take unto consideration the sultability of the proposed building Of Cher Structure and of the materials of which it is to be built to the site upon which it is proposed to secontain same the narmony thereof with the surroundings and the select of the builting or other structure or the roadway as planned on the our look from the adjoint or leads to the surroundings.

In the event that plans and specifications shall be filed with the Commistee by the Comer land specifications shall be filed with the Commistee by the Comer land specifications shall be proved or dispersived. Instructing py the Committee within sixty (80) days sitor the filling descript the seld plans and specifications shall not have been approved or dispersed by Committee approved or dispersed by Committee approved to the seld plans and specifications shall not have been approved to the seld by Committee approved to their seld plans and specifications shall not deemed to have approved by the Committee appro

had been approved in writing. The Committee herein referred to shall be appointed or by the comer or owners of a majority of the lots shown on the plateatteched hereto Murray Hill 1939" and the owner of each lot shall have one vote for each lot so owned *Approval given herounder shall become null and void unless construction is begun within eix (c) months from the date of such approval and completed with reasonable expedition SUB-DIVISION VI

The Grantor horsely expressly reserves the right at any time or from time to time toannul waive onange or modify any of the restrictions conditions covenants agreements or provisions contained in Sub-divisions III, IV and V hereof as to any part of the land then owned by the Trantor in said tract and with the consent of the then comercas to any other part of the land included in said tract provided however that any such annulment waiver dhange or modification shall be evidenced by a written instrument duly executed and evidence ledged by the Grantor and recorded among the Land Records of Bautimore County the said the owner joining as a party in said instrument where necessary to show consent in respect of any land belonging to said owner

SUB-DIVISION VIT

The Grantor reserves the right to enter upon any lot and trim or prune at the expense of the owner maintaining the same any hedge or other planting that in the Grantors, opinion by reason of its location on the lot or the height to which it is permitted to grow is unreas onably detrimental to the adjoining property or obscures the view of street traffic or is the opinion of the Grantor unattractive in appearance

The Grantor expressly reserves to itself a strip of landstwenty (20) feet wide assenown on the said plat running in a northwesterly direction from Murray Hill Road and touching the roar pertion of lots numbered 46, 47, 48, 51, 52, 53, 54, 55, 56, 57, and 58 for purposes of a public highway or lane to afford access to the rear of seach of the lots referred to The said reservation of the strip of land referred to shall be in addition to other reser vations herein made in this Sud-division VII

Easements and rights-of-way are horeby expressly reserved in and over the rear tent (10) feet of each lot shown on said plat and over the strip of land five (6) feet wide along the portheasternmost line of lots numbered 22 and 15 shown on said plat and the strippet land five (5) feet wide along the douthwesternmost line of lot number 23 as shown on said plat over the strip of land five(b) feet wide along the northeseternmost line of lot number 23: over the strip of line five (5) fleet wide erong the acutives ternmost line of lot numbe owersthe strip of lond five (5) feet wide glong the northeast lineset lot number 25 utrip of land rive (5) feet wide along the southwest line of lot number 28 (over the strip Paud (five : (5) feet wild; along the northeast fine of lot number 27 over the setrip of land (1. vel's) recet wide about the southwest line of Not number 28 over the strip of Landlitye (5 Gest/Wide along the northeest line of Lot number 29 over the stripler land five ((5)) feet wide among the southeast line of lot number so over the strip of land five (5) reet wides Timeast, line of lot number 31 over the strip of land five (6) breet wide along

Tine of Lot humber 32 over the setrip of land five (b) feet vice along the of slot number, 33 boor tho setrip of lands five (5) seeds wide elongs the secutive. Une of (lot number 59 sover the strip of land (five (5)) toot wide along the northwest line Now number 60 over athe setrop of hand five (5) feet with along the southeast hime. number Of cyar the strip of Aland five (B) feet wide along the wester Allower where true of land five ((5)) feet wide along the sasternmost line or

Liber #1005

overthe strip of land five (5) feet wide along the westernmost line of lot number as over the strip of land five (5) feet wide along the easternmost line of lot number as and over the strip of land five (5) feet wide along the easternmost line of lot number 33 and also over the soverest strips of land indicated as "Reservations" on Said plat.

The right is also reserved to prune any tree or shrub on any lot that in the opinions of

the crantor or its assignes interferes with the construction maintanance or efficiency of any electric telephone or other public utility services

?Said, easements rights-of-way and reservations as mentioned herein or as shown on said of recorded plats shall be for some or more of the following purposes

For the erection construction and maintenance whether heretofore or hereafter erected and constructed of poles wires and conduits and of the necessary or proper attachments in connection therewith for the transmission of electric current, and for telephone and other public utility services for the construction and maintenance whether heretofore or hereafter constructed of storm-water drains land drains sewers pipe lines for supplying gas water and heat and for any other public or quasi-public utility or function conducted maintained furnished or performed by or in any method beneath the surface of the ground for the construction and maintenance of lanes driveways or paths when and as such construction and maintenance are approved in writing by the Grantor for ingress and egress to and from any or all-of the lots upon which such reservations are contained

The Crantor shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved Any and all of the powers horein reserved to the Grantor or easements rights reservations or rights of way reserved. It is and over the lots comprising the tract herein referred to may be exercised by the Grantor its successors or assigns and the Grantor may at any time and from timesto times granticense or licenses to any person body corporate or municipality to exercise any such powers easements rights reservations or rights-of-way

SUB-DIVISION VIII

Violation of any restriction or condition or breach of any coverent or agreement, herein contained shall give the Grantor in addition to all other remedies the right tower tar upon the land upon or as to which such violation or breach exists and summarily to a vate and remove at the expense of the cover thereof any structure thing or condition that may be or exist thereof only structure thing or condition that may be or exist thereof contrary to the intent and meaning of the provisions hereof and the Chantor deally not thereby, be deemed guilty of any manner of tresposs for such entry abatement or removal

SUB-DIVISION IX

The provisions here in contained shall hum with and bind the land included in said traand shall have to the benefit of and be onforceable by the Grantor and/or by the owner of
any land the luded in said tracts their respective legal representatives heir sequences and
assigns and failure by the Grantor and/or by any land owner to endorse any restriction condition (coverant or agreement herein contained shall in no event be desired a waiver of the
"But to do so the reiter as to the same breach or as to one occurring prior or subsequent
thereto:

JEUB-DIVIBION-X

AND one conducted agreements carements reservations restrictions conductions and charges of the charge and charges of the charge of the charge

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whole corin part by the precording among the Land Records of Baltimore County of an instrument of writing executed by the then owners of a majority in area of the land included in Bald tract exclusive of streets parks playgrounds and other land then devoted to public use or the general suses of the occupants of said tract which instruments shall specifically set out the provisions of this Deed and Agreement that are hereby cancelled annualed or sandgated SUB-DIVISION XI

Sonedule of Setbucks Referred to in Sub-Division EV.

	SCHEDULE	DF SETBACKS	
	Setback (in ft)	A PROPERTY OF THE PARTY OF THE	Setbacks(in ft)
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Withessa Tria Wiwedokind

(Cornorata Section

The state of the s

Marray Rill Corporation

By Seymour Coeries

Seal) Vice-President

Attest

John D Armstrong Jr.

Secretary

Witness:

George, Hebner Jr.

Ella M Wedekind

State of Maryland City of Baltimore ss:

TeHereby Certify that on this 21st day of June 1939, before methe subsoriber at Notary Public of the State of Maryland in and for Beltimore City, aforesaid personal
appeared Seymour OfBrien Vice-President of Murray Hill Corporation a body corporate and acknowledged the aforegoing Deed and Agreement as the act and deed of the anid corporation.

Witness my hand and Notarial Seal

(Notarial Seal)

Ella M Wedekind

Notary Public

State of Maryland City of Baltimore ss:

I Hereby Certify that on this 21st day of June 1939 before me the subscriber a Motary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared George Hebner Jr and acknowledged the aforegoing Deed and Agreement as his sect and deed

Witness my hand and Notarial Seal

(Notarial Soal)

Ella M Wedekind

Notary Public :

Recorded June 22 1939 at 11:45 A M and Examined per

C Willing Drowns Jr Clark

126100

Occige Hebner Jr et al

Deed to

Murray H111 Corporation

This Deed made this 21st day of June 1939 by and; between George Hebrer Jr and Elizabeth H Hebrer his wife of Baltimore City State of Maryland parties of the Mirat part Grontors and Murray Hill Comparation a comporation of the State of Maryland party of the State of Maryland party of the scand part

Grantee

Witnesseth that for and in consideration of the sum of five (35:00) Dollars in hand paids.
Withe Grantes: to the Grantors receipt of which is the content and the Grantors do

ereby grant, and convey unto the Grantse 1ts successors and sasions subject to the occements

279 ments leasements reservations provisions conditions restrictions and charges hereination

made c party of this Deedsby reference thereto all the lots and partals of land (except that

hore inafter expressly excepted) marked and designated by numbers named forth in the block

markod "Murray Hill: 1939" which plat was expressly made; a part of maid Deed, and Armement

and lived concurrently (the rewith which we will be hereby referred to and expressly made party of the specific that is to suy, of the collowing that is to suy, of

Nowas which lit and parcel the Grantone someont and cree to hold and hereafter convey of

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Clark of the Circuit Court of Baltimore County

BALTIMOKE 24 800 09/04/2024

THE SECURITY (Homeowhers Association Record) 60/ 38, p. 0451, WSA_CE539_38. Date available 05/20/2015. Printed

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