



IDLEWYLDE COMMUNITY ASSOCIATION

P.O. BOX 66106, BALTIMORE, MD. 21239

idlewyldecommunity@gmail.com

February 24, 2020

The Honorable Kumar P. Barve
House Office Building, Room 251
6 Bladen Street
Annapolis, MD 21401
kumar.barve@house.state.md.us

Via Email

Re: Testimony Supporting House Bill 1077
Deletion of Unlawful Ownership Restrictions –
Exemptions from Fees and Surcharges
Environment and Transportation Committee

Dear Chairman Barve:

The Idlewylde Community Association (“ICA”) supports House Bill 1077, which would facilitate the ability of a private property owner to modify an “unlawfully restrictive covenant,” as defined in Section 3-112 of the Real Property Article, within a Deed (or other instrument) in the property owner’s chain of title.

Prior legislation that permitted the recordation of such modifications without fees and surcharges was short-lived and has lapsed. Since then, property owners in multiple communities, including property owners within the Idlewylde community, have learned that an unlawfully restrictive covenant encumbers their property.

In fact, late last year, I found that a Deed to my property, executed in 1943, contains such a covenant. A copy of the Deed is enclosed. The pertinent covenant, at Liber RJS 1274, Folio 150, provides:

5 At no time shall be above described lots or any part thereof or any building thereon erected be leased sold transferred to or occupied by any negro or person of negro descent This provision however not to include occupancy by servants or any employee of owner or occupant of the above described lots

It is important to me and to other members of the Idlewylde community that the General Assembly provide a ready means for Maryland citizens to modify covenants that restrict property ownership based upon race, religious belief, and national origin, thereby promoting the alignment of public records with the law and policy of the State of Maryland.

Thank you and the other members of the Environment and Transportation Committee for considering the ICA's position.

If you would like to discuss this matter, please do not hesitate to contact me.

Sincerely,



Peter C. Ismay
President

Enclosure

cc: The Honorable Dana M. Stein (*via email*)
The Honorable Catherine M. Forbes (*via email*)
Board Members, Idlewylde Community Association (*via email*)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) RJS 1274, p. 0149, MSA_CEG2_1129, Date available 01/31/2006, Printed 02/20/2020.

34830 : THIS DEED Made this 11th day of February in the year one
 Cityco Realty Co : thousand nine hundred and fortythree between the CITYCO
 Deed to : REALTY COMPANY OF BALTIMORE CITY a body corporate duly
 Alfred L Knudtsen & wife : incorporated under the laws of the State of Maryland of the
 US Stamp \$54 : first part and Alfred L Knudtsen and Bertha L Knudtsen
 State Tax 40¢ : His wife of Baltimore City in the said State of Maryland
 of the second part

WITNESSETH That in consideration of the sum of Five(\$5.00) Dollars and of other valuable
 considerations and of the covenants agreements conditions limitations easements restrictions
 hereinafter set forth all of which are entered into by the said Grantees for themselves
 their heirs and assigns with the said Grantor its successors and assigns the said CITYCO
 REALTY COMPANY OF BALTIMORE CITY doth grant and convey subject to the said covenants
 agreements conditions limitations easements and restrictions as hereinafter set forth
 unto the said Alfred L Knudtsen and Bertha L Knudtsen his wife as tenants by the entireties
 their assigns and unto the survivor of either of them his or her heirs or assigns in fee
 simple all that lot or parcel of ground situate in Baltimore County State of Maryland
 aforesaid and described as follows

BEGINNING for the same on the north side of Litchfield Road at the distance of one
 hundred (100) feet westerly from the west side of Yarmouth Road and at the Southwest
 corner of Lot Number 33 as laid out on the Revised Plat of Idlewyde Section "B" hereinafter
 referred to thence Westerly along the North side of Litchfield Road One Hundred (100)
 feet to the East side of Lot Number 31 thence northerly along the East side of Lot Number 31
 and at right angles to Litchfield Road Two Hundred and Seventy and Five-tenths (270.5)
 feet to the southwest side of Lot Number 34 thence southeasterly along the southwest side of
 Lot Number 34 one hundred and four and seventy-five one-hundredths (104.75) feet to the
 west side of Lot Number 33 thence southerly along the west side of Lot Number 33 and at right
 angles to Litchfield Road Two Hundred and forty and twenty-five one-hundredths (240.25) feet
 to the place of beginning

Being lot Number 32 as laid out on the Revised Plat of Idlewyde Section "B" subdivided
 by the Cityco Realty Company of Baltimore City and recorded among the Land Records of

Baltimore County in Plat Book C W B Jr No 12 folio 70 and

BEING AND MEANING AND INTENDING TO CONVEY HEREBY a portion of the property which was conveyed to the said Cityco Realty Company of Baltimore City by The Idlewyld Realty Company by Deed dated December 18th 1922 and recorded among the Land Records of Baltimore County in Liber W P C No 563 folio 496 etc

TOGETHER with the buildings thereupon and the rights alleys ways waters privileges appurtenances and advantages thereto belonging or in any wise appertaining

TO HAVE AND TO HOLD the said described lot of ground and premises subject to the following covenants agreements conditions limitations easements and restrictions hereinbefore referred to which the said Grantees for themselves their heirs and assigns covenant and agree with the said Grantor its successors and assigns to perform and abide by

1 At no time shall any part of the said land be used or occupied as a factory of any kind or for any other offensive or dangerous purposes nor for the keeping of pigs or other animals of offensive character at any time nor as a store or other business place for a period of ten years

2 The house or building line shall be thirty feet back from the street line and no part of any building other than steps such as porch veranda bay or projecting windows or egress shall be erected more than eight feet beyond said building line and plans for said house must be approved by Cityco Realty Company

3 Not more than one building shall be erected on the frontage of thirty feet and all buildings except garages must be at least five feet from any division line On corner lots the house shall be not less than ten feet from the side street

4 A private garage may be erected on the lot but same must be in conformity with the residence thereon and approved by the party of the first part No garage shall be erected nearer to the main road or avenue on which the lot fronts than seventy-five feet or nearer to any other road or avenue than 22 feet

5 At no time shall be above described lots or any part thereof or any building thereon erected be leased sold transferred to or occupied by any negro or person of negro descent This provision however not to include occupancy by servants or any employee of owner or occupant of the above described lots

6 No signs for advertising purposes shall be erected or placed on said lots

7 All references herein to or mention of avenues streets roads lanes sidewalks alleys or paths will be and are for the purpose of description only and not for the purpose of dedication and the rights of the party of the first part in and to the same are specifically reserved

8 It is distinctly covenanted and agreed between the parties hereto that all conditions and agreements above expressed shall be held to run with and bind the land hereby conveyed and all subsequent owners and occupants thereof and the acceptance of this Deed shall have the same effect and binding force upon the parties of the second part their heirs or assigns as if the same were signed and sealed by the said parties of the second part unto and to the use of the said Alfred L Knudtsen and Bertha L Knudtsen his wife as tenants by the entirety their assigns and unto the survivor of either of them his or her heirs and assigns forever in fee simple

AND the said CITYCO REALTY COMPANY OF BALTIMORE CITY hereby covenants that it has not done or suffered to be done any act matter or thing whatsoever to encumber the property

hereby conveyed that it will warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite

AS WITNESS The corporate seal of the said CITYCO REALTY COMPANY OF BALTIMORE CITY and the signature of J Kennedy Vickers the Vice-President thereof the day and year first above written

TEST	(Corporate)	CITYCO REALTY COMPANY OF BALTIMORE CITY
Joseph C Cook	(Seal)	By J Kennedy Vickers Vice-President

STATE OF MARYLAND BALTIMORE CITY TO WIT

I HEREBY CERTIFY that on this 11th day of February in the year nineteen hundred and forty-three before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared J Kennedy Vickers the Vice-President of the Cityco Realty Company of Baltimore City and he acknowledged the foregoing Deed to be the act of the said body corporate

WITNESS my hand and Notarial Seal

(Notarial)

Joseph C Cook

(Seal)

Notary Public

Recorded Feb 15 1943 At 11 AM 11:12 Exd Per Robert J Spittel Clerk

(Recorded By C L B)

(Examiners J&G)

34831 : THIS DEED Made this 11th day of February in the year one
Cityco Realty Company : thousand nine hundred and forty-three between the
Deed to : CITYCO REALTY COMPANY OF BALTIMORE CITY a body corporate
Alfred L Knudtsen & wife : duly incorporated under the laws of the State of Maryland
U S Stamp 55¢ : of the first part and Alfred L Knudtsen and Bertha
State Tax 40¢ : L Knudtsen his wife of Baltimore City in the said State
of Maryland of the second part

WITNESSETH That in consideration of the sum of Five (\$5.00) Dollars and of other valuable considerations and of the covenants agreements conditions limitations easements and restrictions hereinafter set forth all of which are entered into by the said Grantees for themselves their heirs and assigns with the said Grantor its successors and assigns the said CITYCO REALTY COMPANY OF BALTIMORE CITY doth grant and convey subject to the said covenants agreements conditions limitations easements and restrictions as hereinafter set forth unto the said Alfred L Knudtsen and Bertha L Knudtsen his wife as tenants by the entireties their assigns and unto the survivor of either of them his or her heirs and assigns in fee simple all that lot or parcel of ground situate in Baltimore County State of Maryland aforesaid and described as follows

BEGINNING for the same on the West side of Yarmouth Road at the distance of two hundred and ten (210) feet northerly from the north side of Litchfield Road and at the Northeast corner of Lot Number 33 as laid out on the Revised Plat of Idlewyde Section "B" hereinafter referred to thence Northerly along the West side of Yarmouth road One hundred and fifty-six and six-tenths (156.6) feet thence Northeasterly along the Northwest side of Yarmouth Road one hundred forty-six and six-tenths (146.6) feet to a stream there situate