

Sydnor_Fav_SB1056

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Position: FAV

From: Jessica Watkins (Jessica.Watkins@rainin.com)
Submitted: February 24th, 2020

Testimony in support of HB1077, Relating to Real Property-Deletion of Unlawful Ownership Restrictions- Exemption from Fees and Surcharges.

Submitted to: Maryland House Environment and Transportation Committee

Dear Chair, Vice Chair, and members of the committee. My name is Jessica Watkins. I am on the board of Rodgers Forge Community Association, but I am speaking as a member of the community in support of HB1077. I was on the committee of neighbors who worked on striking the racist language from our covenants and it is a long, tedious process to dig through the land records of each property all the way back to where the covenants were filed. We were already tackling this project when Senate Bill 621 passed and made the process much easier because we no longer needed to approach every neighbor to get agreement, we could simply take a vote of our community association members. While the racist covenants are not enforceable, it was important to do because we don't want our neighbors of color to see such demoralizing language and wonder if they are truly welcome here. This process also gives an opportunity for white neighbors to acknowledge the legacy we live under and reflect on the racial wealth gap these kinds of covenants helped create. We can't undo the damage that has been done by these covenants, but it is our duty to dismantle structures of racism wherever we find them. I hope all other community associations and HOAs will formally say these attitudes are not tolerated any longer by taking the time and effort to strike this language. These kinds of covenants put neighborhoods at odds with the federal government. It's obvious we need to be facilitating this process, which is why I support this bill and any other bill that would remove barriers to this effort.

Thank You,

Jessica Watkins, Rodgers Forge Resident.

206 Regester Ave., Baltimore, MD 21212

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Written Testimony of Gaywood Community Covenant Committee
Before the House Environment and Transportation Committee

February 25, 2020

1:00 PM

In SUPPORT of H.B. 1077:

Deletion of Unlawful Ownership Restrictions - Exemption From Fees and Surcharges

On behalf of our neighbors in the Gaywood community, a close-knit neighborhood of 144 rowhomes lying south of Towson and just north of the Baltimore County line, the Gaywood Community Association thanks Delegate Forbes and her co-sponsors, Chairman Barve and Vice Chair Stein, and each of the members of the Environment and Transportation Committee for the opportunity to submit written testimony in SUPPORT of H.B. 1077. This important piece of legislation will facilitate the efforts of homeowners and communities across the state by reducing financial and administrative barriers to removing unlawful, unwelcoming, and outdated language from real estate records.

Today, Gaywood is a vibrant and cohesive community with a mix of long-term residents and newcomers, seniors and families with young children, Baltimore-area natives and residents with roots from all over the world. In many ways, our 21st century characteristics meld seamlessly with traditions that harken back to the founding of the neighborhood in the 1940s and 1950s: seasonal neighborhood gatherings on the "Gaywood Green," volunteer gardeners and mowers who pitch in to maintain shared green space, and the daily sightings of neighbors sharing greetings over backyard fences. We are proud of the way that our community has held on to traditions that make our neighborhood warm and hospitable for residents new and old.

Unfortunately, not all of the traditions that shaped our community are ones that reflect Gaywood's values today. Like many communities established in the mid-20th century, the deed transferring ownership of the land on which our homes were built in 1948 included restrictive, racist covenants intended to prevent African Americans from using or occupying the land or any building erected thereon (with the exception of "servants or ... employees" of white residents) in perpetuity. Although covenants of this kind were deemed unconstitutional by the Supreme Court, and housing discrimination on the basis of membership in a protected class was further prohibited through landmark sections of the Civil Rights Act of 1968, such language remains part of the historical land records on homes in Gaywood.

Thanks to legislation that was signed into law by Governor Hogan after unanimous passage by the General Assembly during the 2018 session, Gaywood was able to follow in the footsteps of our neighbors in Rodgers Forge to officially and permanently strike this language from the deeds of 55 homes last year. In typical Gaywood fashion, a small group of volunteers banded together during the Summer of 2019 to analyze statutory language, develop user-friendly guidance, knock on doors with packets of information, and provide email and one-on-one assistance to interested neighbors. However, the process was truly only possible because the 2018 bill temporarily waived the fees normally associated with amending deeds. The fee waiver provision, which would be

made permanent with the passage of H.B. 1077, is truly a crucial ingredient to reduce barriers to removing language that no longer reflects the values of Gaywood or other communities across Maryland.

We strongly urge the Committee to vote in favor of H.B. 1077, and appreciate your consideration.

...ed to be recorded among the land records of Baltimore County prior hereto was
...ed and conveyed by Takoma Park Land Company Incorporated to the grant herein and
...prising the land shown on said plat of Gaywood which shows the courses and distances
...s now surveyed

Together with the improvements thereon and the rights and appurtenances thereto
belonging and appertaining

To have and to hold the above granted property unto the said party of the second
part its successors and assigns forever in fee simple subject however to the following
covenants agreements conditions easements restrictions which it is hereby covenanted and
agreed shall be binding upon the said first party its successors and assigns and upon the
said second party its successors and assigns and upon all the above described land hereby
conveyed

1. That said land hereby conveyed and any building now or hereafter erected thereon
shall be occupied and used for residential purposes only provided however that this
restriction shall not be construed as preventing the use of any garage or garages erected
in accordance with the provisions hereinafter contained for the purpose of storing therein
any automobile

2. No swine or goats or chickens or pigeons or fowl shall be kept or allowed to remain
on said premises no nuisance shall be maintained or allowed thereon and no use thereof
shall be made or permitted which may be noxious or detrimental to health

* 3. That neither said land or any part thereof or any building erected thereon on any
part or parts thereof shall be used or occupied by any negro or person of negro descent
but this shall not forbid the servants or the employees as such of the occupants of such
buildings occupying parts thereof but not as tenants

4. No building fence wall or other structure shall be commenced erected or maintained
on said land nor shall any addition to or change or alteration therein be made until the
plans and specifications in duplicate showing the nature kind shape height colors materials
location and approximate cost of such structure and/or addition change and/or alteration
shall have been submitted to and approved in writing by the said grantor herein/ Said
grantor shall have the right to refuse to approve any such plans or specifications which
are not suitable or desirable in its opinion for aesthetic or other reasons and in so
passing upon such plans or specifications it shall have the right to take into consideration
the use and suitability of the proposed building or other structure and the materials of
which it is to be built to the site upon which it is proposed to erected the same the
harmony with the surroundings and the effect of the building or other structure as
planned on the outlook from adjacent or neighboring property The said grantor shall
establish the set back of the proposed building or structure (not inconsistent with the
set back provisions hereinafter set forth) the grade of the lot and the height of the

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CATHI FORBES
Legislative District 42A
Baltimore County

Appropriations Committee



The Maryland House of Delegates
6 Bladen Street, Room 304
Annapolis, Maryland 21401
410-841-3487 · 301-858-3487
800-492-7122 Ext. 3487
Catherine.Forbes@house.state.md.us

The Maryland House of Delegates

ANNAPOLIS, MARYLAND 21401

Testimony in Support of HB 1077

Deletion of Unlawful Ownership Restrictions – Exemption from Fees and Surcharges

Testimony of Delegate Cathi Forbes (Catherine.Forbes@house.state.md.us)

Hearing February 25, 2020 at 1:00 pm

Environment and Transportation

What this bill does

This bill would allow a property owner to be exempt from payment of fees and surcharges when recording a deed for the purpose of deleting restrictive covenants based on race, religious beliefs or national origins.

What are racially restrictive covenants

Racially restrictive covenants were language imposed in deeds to prohibit the purchase of a property by a particular group of people, usually black people. They were common in the state of Maryland and across the country during the post-Civil War Jim Crow era, and after a 1926 U.S. Supreme Court decision, *Corrigan v. Buckley*, validated the use of them. In a 1948 case, *Shelley v. Kraemer*, the Supreme Court found that racially restrictive covenants were not unconstitutional, but the enforcement of the covenants was unconstitutional. Even with that finding, the practice of writing racially restrictive covenants into deeds was not illegal until the passage of the 1968 Federal Fair Housing Act.

While racially restrictive covenants have been unenforceable since 1948 and illegal since 1968, a deed that contains a racially restrictive covenant still transfers with the deed to the purchaser of a home today.

Here is an example of a covenant that currently exists in a deed in Baltimore County:

At no time shall the above described lots or any part there of or any building thereon be erected be leased sold transferred to or occupied by any negro person 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

Why this bill matters

In 2018, to give property owners a tool to delete the racially restrictive covenants, SB621 was passed into law by the Maryland General Assembly. This law created a process for modifying deeds to delete restrictive covenants, and made that process free of charge. Unfortunately, SB621 also specified that the exemption from charges would end on September 30, 2019, just a year after the bill went into effect. HB1077 would reauthorize the exemption from fees without an end date.

Who benefits from this bill

Individuals and communities that want to have the archaic and offensive language in restrictive covenants deleted from their deeds are the primary beneficiaries. HB1077 removes the financial burden from people who want their deeds to reflect the communities in which they live, as well as their own personal values. I would also argue that society as a whole benefits as well, when we remove signs of racism from our midst.

Why you should vote for this bill

It's 2020. Discriminatory language has no place in our society – and that includes deeds. These covenants don't need to be enforceable to be offensive. The state should do everything in its power to make removal of this language easy. And citizens should not have to pay to do the right thing.

I ask for a favorable report.

Thank you.

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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*)

DEL PER TICKET APR 16 1943

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 Idlewyde 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

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From: Jessica Watkins (Jessica.Watkins@rainin.com)
Submitted: February 24th, 2020

Testimony in support of HB1077, Relating to Real Property-Deletion of Unlawful Ownership Restrictions- Exemption from Fees and Surcharges.

Submitted to: Maryland House Environment and Transportation Committee

Dear Chair, Vice Chair, and members of the committee. My name is Jessica Watkins. I am on the board of Rodgers Forge Community Association, but I am speaking as a member of the community in support of HB1077. I was on the committee of neighbors who worked on striking the racist language from our covenants and it is a long, tedious process to dig through the land records of each property all the way back to where the covenants were filed. We were already tackling this project when Senate Bill 621 passed and made the process much easier because we no longer needed to approach every neighbor to get agreement, we could simply take a vote of our community association members. While the racist covenants are not enforceable, it was important to do because we don't want our neighbors of color to see such demoralizing language and wonder if they are truly welcome here. This process also gives an opportunity for white neighbors to acknowledge the legacy we live under and reflect on the racial wealth gap these kinds of covenants helped create. We can't undo the damage that has been done by these covenants, but it is our duty to dismantle structures of racism wherever we find them. I hope all other community associations and HOAs will formally say these attitudes are not tolerated any longer by taking the time and effort to strike this language. These kinds of covenants put neighborhoods at odds with the federal government. It's obvious we need to be facilitating this process, which is why I support this bill and any other bill that would remove barriers to this effort.

Thank You,

Jessica Watkins, Rodgers Forge Resident.

206 Regester Ave., Baltimore, MD 21212

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Towson Communities Alliance (aka GTCCA)
P.O. Box 5421
Towson, MD 21285-5421
gtccainformation@gmail.com
www.TowsonCommunities.org

February 23, 2020

**Delegate Catherine Forbes
Maryland House of Delegates
Legislative District 42 A
6 Bladen Street
Annapolis, MD 21401**

HB1077 In Support

Dear Delegate Forbes,

The Towson Communities Alliance (TCA, formally GTCCA) lends its support to House Bill 1077.

A formal vote was taken and accepted by all the attending members on Thursday, February 20, 2020.

The Towson Communities Alliance is a non-profit umbrella organization representing the interests and concerns of more than 30 community associations and 20,000 households in the Greater Towson area.

Sincerely,

Lorrie Geiss, President TCA