

Petition for Zoning Re-Classification

To The County Commissioners of Baltimore County--

XXXXXX. The I. J. Bolton Company, owner of the property situate

on the southwest side of Wise Avenue, (as widened and called New Deal Place), at "Inverness", in the twelfth election district of Baltimore County; lot, being lots Nos. 1 to 14 (inclusive), in Block "A", lying between Wisdom Ave. and Midway; and Midway, being lots Nos. 1 to 14 (inclusive), in Block "B", lying between Midway and Sea Bright Ave., as shown on plat of "Inverness", recorded in Plat Book Liber L.M.C.W. 10, folio 120,

hereby petition that the above described property or area, (being within the Baltimore County Metropolitan District), be changed or reclassified (as to zoning) from a residential use area, district or division to a commercial (XXXXXX) use area, district or division.

Reasons for Re-Classification: Above area is apt in development for commercial use.

Character of commercial (XXXXXX) use for which above property is to be used: Above and other community commercial uses.

Material of Construction of Building: subject to approval of building inspector to be approved by building inspector
Size and height of building: subject to approval of building inspector
Front and side set backs of building from street line: subject to approval of building inspector
Property to be posted as prescribed by Zoning Department

I, or we, agree to pay expenses of above re-classification, advertising, etc., upon filing of this petition, not to exceed \$500, and further agree to and are to be bound by the rules, regulations and provisions as prescribed by or referred to in the "Application for Building Permit" as adopted and used in the "Baltimore County Metropolitan District."

By: I. J. BOLTON COMPANY
Address: INVERNESS P.O. BOX

ORDERED by The County Commissioners of Baltimore County, this _____ day of _____, 1940, that the subject matter of this petition be advertised, as required by the "Zoning Act", in a newspaper of general circulation throughout the Metropolitan District of Baltimore County, that property be posted, and that the public hearing herein be had in the office of the County Commissioners of Baltimore County, in the Court House, in Towson, Baltimore County, on the _____ day of _____, 1940 at 11:00 o'clock A.M.

By: _____
County Commissioners of Baltimore County

I disapprove the granting of the above Re-Classification.

(over) Zoning Clerk

-3-

and Lots 1 to 14 Inclusive, Section J, and Parks 2, 3, 4.

BEING part of the land acquired by The I. J. Bolton Company from Anna Kate Merritt by deed dated the 5th day of January 1937 and recorded among the Land Records of Baltimore County in Liber C.W.B.Jr. No. 989, folio 371

TOGETHER with the building and improvements thereupon erected, made or being and all and every the rights, alloys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said I. Joseph Bolton, his heirs and assigns, forever, in fee simple. Subject, however, to the following covenants, agreements, easements, restrictions, conditions and charges which it is hereby covenanted and agreed shall be binding on the said The I. J. Bolton Company, its successors and assigns, and upon I. Joseph Bolton, his heirs and assigns and upon all the land included in said tract as laid out on said Plat of Inverness recorded as aforesaid.

The following covenants, agreements, easements, restrictions, conditions and charges hereinafter set out in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 shall apply to and be binding upon all the land located in Sections A, B, C, D, E, F, G, and H.

1. There shall not be erected, permitted, maintained or operated upon the land in said sections, any shop, club house, store, warehouse, hotel, saloon, restaurant, public garage, gasoline supply station, brewery, distillery, factory, stable, slaughter house, foundry, crematory, graveyard, penitentiary, hospital, asylum, sanatorium or institution of like kindred nature, sign board larger than 6 sq. ft.

Purpose: to the advertisement, posting of property, and public hearing on the above petition and it appearing that the above re-classification should be had:

It is Ordered by the County Commissioners of Baltimore County this _____ day of _____, 1940

May 19, 1940, that the above described property or area be and the same is hereby changed and reclassified, from and after the date of this Order, from a residential use area, district or division to a commercial (or industrial) use area, district or division, agreeable and subject to the covenants, etc., set forth in deed by and between I. J. Bolton Co., and I. J. Bolton, & wife, dated May 23, 1937, recorded in the Land Records of Baltimore County, Liber C.W.B.Jr., folio 353.

Purpose: to the advertisement, posting of property and public hearing on the above petition and it appearing that the above re-classification should not be had:

It is Ordered by the County Commissioners of Baltimore County, this _____ day of _____, 1940

that the above petition be and the same is hereby denied and that the above described property or area be and the same is hereby continued as and to retain a residential use area, district or division area, subject, however, to the further order of the County Commissioners of Baltimore County.

County Commissioners of Baltimore County.

PETITION FOR ZONING RE-CLASSIFICATION

PETITION NO. _____

To County Commissioners for Baltimore County

FILED MAY 20 1940

THIS DEED AND AGREEMENT, made this 23rd day of August, 1937, by and between The I. J. Bolton Company, a body corporate, incorporated under the laws of the State of Maryland, Grantor, party of the first part, and I. Joseph Bolton and Margaret K. Bolton, his wife, of Baltimore City and State as aforesaid, Grantees, party of the second part.

WHEREAS the said The I. J. Bolton Company owns a tract of land lying in the 12th Election District of Baltimore County which it has caused to be platted and laid out into lots and other parcels of land as shown on the Plat recorded in the Land Records of Baltimore County in Plat Book C.W.B.Jr. No. 10, folio 120, said Plat being known and designated as Plat of Inverness.

WHEREAS The I. J. Bolton Company intends to develop and improve said tract of land and open up and lay out the streets, roads, avenues, etc., as shown on said Plat and offer for sale the lots and other parcels of land included in said tract and is desirous of subjecting all of the said tract of land and the lots and parcels shown on said Plat to certain covenants, agreements, easements, restrictions, conditions and charges as hereinafter set out.

AND WHEREAS the said I. Joseph Bolton is desirous of purchasing certain lots shown on said plat and co-operating with the said Grantor for the purpose of making the covenants, agreements, easements, restrictions, conditions and charges hereinafter set forth binding alike upon The I. J. Bolton Company, its successors and assigns and upon the lots to be retained and owned by the said I. Joseph Bolton as well as upon all the land included in said tract and laid out on the said Plat of Inverness.

AND WHEREAS in order to make the said covenants, agree-

-2-

ments, easements, restrictions, conditions and charges binding and of full force and effect on all the land included in said tract and upon the present and future owners and occupants of the same, the said The I. J. Bolton Company and the said I. Joseph Bolton have agreed to enter into this deed and agreement whereby The I. J. Bolton Company will convey to the said I. Joseph Bolton all the lots of land shown on said plat and immediately thereafter the said I. Joseph Bolton and Margaret K. Bolton, his wife, will convey to the said The I. J. Bolton Company charged with all the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out, all those lots of land so conveyed to him except Lots Nos. 1 and 2, Section I as laid out on the aforesaid Plat and recorded as aforesaid, which lots the said I. Joseph Bolton will retain and hold subject to the said covenants, agreements, easements, restrictions, conditions and charges.

NOW THEREFORE THIS DEED AND AGREEMENT WITNESSETH, that for and in consideration of the premises and the sum of \$5.00, the receipt whereof is hereby acknowledged, and the performance of the covenants, agreements, easements, restrictions, conditions and charges as hereinafter set out, the parties hereto agree as follows:

The I. J. Bolton Company does hereby grant and convey unto the said I. Joseph Bolton, his heirs and assigns, in fee-simple, subject to the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out, all those lots or parcels of ground lying, being and situate in the 12th Election District of Baltimore County and marked and designated on said Plat of Inverness as follows: Lots 1, 2 and 10 to 63 Inclusive, Section E; Lots 1 to 11 Inclusive, Section D; Lots 1 to 12 Inclusive, Section F; Lots 1 to 16 Inclusive, Section G; Lots 1 to 65 Inclusive, Section H; Lots 1 to 54 Inclusive, Section C; Lots 1 to 46 Inclusive, Section B; Lots 1 to 73 Inclusive, Section A; Lots 1 to 14 Inclusive, Section I;

-5-

no less from the street line on which the dwelling or residence fronts than twenty-five feet, and shall not be closer to the side lines of said lots than 7 feet. All dwellings or residences erected on lots bordering on Bear Creek also binding on Bay Side Drive shall front on Bay Side Drive. No structures of any kind or character shall be erected between said dwelling and the street line.

6. No dwelling or residence, chicken house, outbuilding, garage, fence, mail box, newspaper container, boardwalk or any structure whatsoever shall be commenced, erected, or maintained on said tract nor shall any alterations including color scheme be made thereto after erection, unless and until the plans, specifications, designs and location plans of the same shall be first approved in writing by The I. J. Bolton Company. No approval of dwelling plans will be obtained under any circumstances if area of First Floor plan be less than 400 sq. ft., exclusive of porches and similar extensions.

7. Hogs, cattle and like animals that may become a nuisance shall not be kept or maintained on said premises and no poultry or animals of any kind or character shall be kept or maintained on said premises unless properly enclosed. No noxious or offensive trade shall be carried on upon said premises nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Any Garage or Outbuildings erected on said premises shall conform in color scheme to the dwelling or residence erected on said premises and no garage or outbuildings shall be erected on said premises until after completion of the main dwelling house and approval in writing from the said The I. J. Bolton Company as to design, color scheme and location shall be first had and obtained. No garage, tent, shack, trailer or like structure or outbuilding shall be used as

-6-

living quarters on said property, temporarily or permanently.

9. That all those tracts of land laid off on the aforesaid Plat of Inverness and marked and designated as Park No. 1 and Parks Nos. 2, 3, and 4, shall be forever kept open as a playground for the benefit and enjoyment of the owners of the land at Inverness. That any buildings located on said land shall be used in common by all the owners of Inverness and said buildings shall consist only of a permanent boat house, bath house or staller buildings used in the enjoyment of water front property. At no time shall said parks be used for the purpose of storage or dumping materials or waste matter.

10. The I. J. Bolton Company shall reserve and retain to itself, its successors and assigns, the right to use a strip not to exceed five feet in width along the rear of the lots located in Sections A, B, C, and D, for the purpose of laying, erecting, maintaining and/or repairing pipes, wires, conduits, and/or material and equipment for gas, water, electric lights and/or poles, telegraph, telephone, sewerage, water or other public or community service.

And the following covenants, agreements, easements, restrictions, conditions and charges, set out in Paragraphs A, B, C, D, E, F, and G, shall be applicable and binding upon all the land located in Sections I and J as laid out on the aforesaid Plat of Inverness.

(A) Sections I and J as laid off on said plat of Inverness have been platted and laid off into lots which are to be improved by stores and similar trading establishments, but no trade emitting offensive noises, smokes, gases, odors, dust, etc., nor no trade of an offensive or dangerous character shall be carried on or maintained on said lots. No manufacturing of any kind shall be carried

-7-
on said premises unless the major portion of such manufactured products are to be sold at retail, on said premises. No concrete block manufacturing, brick yard, lumber yard or wholesale building supply house or similar wholesale establishment, no junk yard, automobile wrecking establishment nor the accumulation of old boats, automobiles, piles of old machinery, debris, etc., shall be permitted or maintained on said premises.

(b) No Privies separate from the main store or dwelling of any kind or character shall be erected or maintained on said tracts at any time, and no cesspool or privy vault except approved septic tanks or other form of approved sewerage disposal system shall be erected or maintained on said premises.

(c) None of the land included in said tractions nor any building erected thereon shall be occupied by a negro or person of negro descent. This provision, however, is not intended to include the occupancy by a negro servant or other persons while employed in or about the premises by the owner or occupant of said land.

(d) No store, dwelling or residence, chicken house, outbuilding, garage, fence, mail box, newspaper container, boardwalk or any structure whatsoever shall be commenced, erected, or maintained on said tracts nor shall any alterations including color scheme be made thereto after erection, unless and until the plans, specifications, designs, and location plans of the same shall be first approved in writing by The I. J. Bolton Company. No approval of dwelling plans will be obtained under any circumstances if area of First Floor plan be less than 400 sq. ft., exclusive of porches and similar extensions.

(e) Hogs, cattle and like animals that may become a nuisance shall not be kept or maintained on said premises and no poultry or animals of any kind or character shall be kept or maintained on said premises unless properly enclosed. No vicious or offensive trade shall be carried on upon said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) Any Garage or Outbuildings erected on said premises shall conform in color scheme to the store, dwelling or residence erected on said premises and no garage or outbuildings shall be erected on said premises until after completion of the main dwelling house and approval in writing from the said The I. J. Bolton Company as to design, color scheme, and location shall be first had and obtained. No garage, tent, shack, trailer or like structure or outbuilding shall be used as living quarters on said property, temporarily or permanently.

(g) That all those tracts of land laid off on the aforesaid Plat of Inverness and marked and designated as Park No. 1 and Parks Nos. 2, 3 and 4, shall be forever kept open as a playground for the benefit and enjoyment of the owners of the land at Inverness. That any buildings located on said land shall be used in common by all the owners of Inverness and said buildings shall consist only of a permanent boat house, bath house or similar buildings, used in the enjoyment of water front property. At no time shall said parks be used for the purpose of storage or dumping materials or waste matter.

ALL THE RESTRICTIONS, COVENANTS, CONDITIONS AND PROVISIONS herein contained shall run with and bind the land hereby conveyed, and shall inure to the benefit of and be enforceable by The I. J. Bolton Company, its successors and assigns, or the owner of any land in Inverness. The violation of any of the restrictions, covenants, conditions and provisions herein contained is hereby declared and agreed to be a nuisance which may be enforced by The I. J. Bolton

-8-
Company, its successors or assigns, or any land owner as aforesaid by appropriate legal proceedings, or by removal of any structure of building place on said premises in violation of said restrictions, reservations and conditions. The failure of The I. J. Bolton Company or any land owner as aforesaid to enforce, restrain or remove the breach of any restrictions, conditions, covenants or provision herein contained shall not be in any wise deemed a waiver of the right to enforce or restrain or remove such breach or non-performance or as a waiver of such restrictions, conditions, covenants and provisions.

The covenants, easements, restrictions and charges are to run with the land hereby conveyed and shall be binding on all of the parties and all persons claiming under them in perpetuity, provided, however, that in the year 1952 and in each twentieth year thereafter any of the provisions 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 owners of a majority in area of the land included in said restricted tract of Inverness.

WITNESS the hand and seal of I. Joseph Bolton, President of The I. J. Bolton Company and its seal attested by its Secretary and also the hand and seal of I. Joseph Bolton and Margaret K. Bolton, his wife, individually.

WITNESS:

William P. Bolton
Secretary

WITNESS:

Elmer M. Harper
As to all signatures

THE I. J. BOLTON COMPANY

I. Joseph Bolton (SEAL)
President

I. Joseph Bolton (SEAL)

Margaret K. Bolton (SEAL)

-10-

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23rd day of August, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared I. Joseph Bolton and Margaret K. Bolton, his wife, and they each acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.

Elmer M. Harper
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23rd day of August, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared I. Joseph Bolton, President of The I. J. Bolton Company, and he acknowledged the foregoing deed to be the act of the said body corporate.

WITNESS my hand and Notarial Seal.

Elmer M. Harper
Notary Public.

Recorded August 23, 1937
2:20 P. M.

NOTARY PUBLIC OF
BALTIMORE COUNTY, MARYLAND
I, Elmer M. Harper, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records and files.
In testimony whereof, I have hereunto set my hand and the seal of my office at Baltimore, Maryland, this 23rd day of August, 1937.
Elmer M. Harper
Notary Public
Baltimore, Md.

CERTIFICATE OF PUBLICATION

TOWSON, MD., August 19, 1940
THIS IS TO CERTIFY That the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., once in each of 2 weeks before the 19th day of August, 1940, the first publication appearing on the 3rd day of August, 1940.

THE JEFFERSONIAN,

Manager

Cost of Advertisement, \$

\$6.00

Towson, Md., A. P. 16, 1940

RECEIVED OF THE I. J. BOLTON COMPANY

THE SUM OF Six (\$6.00) Dollars, being cost of advertisement and inspection of property with side of Wine Avenue, "Inverness" 10th district of Baltimore County, petition being filed for re-classification thereof from residential to commercial use.

COUNTY COMMISSIONERS OF BALTIMORE CO.

BY MORRIS CLARK.

NO PLAT
IN
THIS FOLDER

RECEIVED BY
ST. CLARK