

third line, North 08 degrees 32 minutes 54 seconds West, 207.02 feet to a stone marking the end thereof; thence with part of the fourth line of said Lot 6, North 83 degrees 15 minutes 30 seconds West 355.30 feet to a stone marking the intersection of said fourth line of Lot 6 with the third line of the deed from E. Francis Riggs and wife to Rowland L. Bortner, dated October 4, 1932, and recorded in Liber 390 at folio 60, mentioned above, and running thence with a part of said third line reversed, North 61 degrees 18 minutes 14 seconds East 1029.92 feet to the place of beginning, containing 8.500 acres as calculated by Dyer & Price, Civil Engineers, according to plat by them dated December, 1939.

AND the said party of the first part covenants that he will warrant specially the property hereby conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS his hand and seal the day and year hereinbefore written.

In presence of

Margaret Horgan

Thomas F. Fealy

(Seal)

DISTRICT OF COLUMBIA, TO WIT:

I, Mary A. Shaw, a Notary Public, in and for the District aforesaid, HEREBY CERTIFY that on the 18 day of January, A. D. 1940, Thomas F. Fealy, of the District of Columbia, who is personally well known to me as the grantor in, and the person who executed the foregoing and annexed deed, dated January 18" A. D., 1940, personally appeared before me in the said District and acknowledged the said deed to be his act and deed.

GIVEN under my hand and seal this 18" day of January, 1940.

(Notary Seal)

Mary A. Shaw

Notary Public, D. C.

Enrolled February 28, 1940 at 10:01 A. M.

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Home Construction Corporation, et al

THIS DECLARATION, Made this 14th day of February, in the year nineteen hundred and forty, by and between the Home Construction Corporation, a Maryland corporation, the owner of Lots One (1) to Twenty (20), both inclusive, in block numbered Thirty-eight A (38A), Lots numbered one (1) to fifteen (15), both inclusive, in block numbered Thirty-eight B (38B), all in the tract of land in Prince George's County, Maryland known as Fletcher's Addition to Takoma Park, as per plat thereof recorded in Plat Book 7, folio 51 of the Land Records of said Prince George's County; and Lots numbered Twenty-three (23) to Thirty-nine (39), both inclusive, in block numbered forty-six (46), in the tract of land in Prince George's County, Maryland known as and called Fletcher's Addition to Takoma Park, as per plat recorded among the Land Records of said Prince George's County in Plat Book 7, folio 51, party of the first part, and Vernon G. Owen and William M. Sachs, trustees under one certain deed of trust recorded January 8, 1940, secured on Lots numbered One (1) and Eleven (11) to Twenty (20), both inclusive, in block numbered Thirty-eight A (38A), and Lots numbered One (1) to Fifteen (15), both inclusive, in block numbered Thirty-eight B (38B), Fletcher's Addition to Takoma Park as per plat thereof recorded in Plat Book 7, folio 51, one of the Land Records of said Prince George's County, and Lots numbered Twenty-three (23) to Twenty-nine (29), both inclusive, and Lot numbered Thirty-nine (39) in Block numbered Forty-six (46), in the sub-division of Fletcher's Addition to Takoma Park, as per plat thereof recorded in Plat Book 7, folio 41, one of the Land Records of said County, parties of the second part; and Herbert T. Shannon and Frank J. Luchs, trustees under 8 certain deeds of trust dated on the 12th

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) 559, p. 0134, MSA_CE64_6457, Date Available 07/30/2004. Printed 04/13/2022. Subm to Upper Marlboro Md May 15, 1940

day of February, 1940 and recorded on the 13th day of February, 1940 among the Land Records of Prince George's County, Maryland, secured on Lots numbered Thirty-one (31) to thirty-eight (38), both inclusive, in Block numbered Forty-six (46), in Fletcher's Addition to Takoma Park, as per plat recorded in Plat Book 7, Folio 51, one of the Land Records of said County, parties of the third part; and T. Howard Duckett and James W. Gill, trustees under one certain deed of trust, dated February 9, 1940 and recorded on the 13th day of February, 1940 among the Land Records of Prince George's County, Maryland, securing Lots numbered Two (2) to ten (10), both inclusive, in Block Numbered thirty-eight A (38A), Fletcher's Addition to Takoma Park, as per plat recorded in Plat Book 7, Folio 51 of said Land Records, and Lot numbered Thirty (30), in Block numbered Forty-six (46) in the subdivision of Fletcher's Addition to Takoma Park, as per plat recorded in Plat Book 7, Folio 51 of said Land Records, parties of the fourth part, and Vernon G. Owen and E. Spencer Fitzgerald trustees under one certain deed of trust dated February 12, 1940 and recorded on the 13th day of February, 1940 among the Land Records of Prince George's County, Maryland, secured on Lots numbered Two (2) to Ten (10), both inclusive, Block numbered thirty-eight A (38A) Fletcher's Addition to Takoma Park, as per plat recorded in Plat Book 7, folio 51, and Lots numbered thirty (30), to thirty-eight (38), both inclusive, in block numbered Forty-six (46), Fletcher's Addition to Takoma Park, as per plat thereof recorded in Plat Book 7, Folio 51 of said Land Records, parties of the fourth part, and Vernon G. Owen and E. Spencer Fitzgerald, trustees under one certain deed of trust dated February 12, 1940 and recorded on the 13th day of February, 1940 among the Land Records of Prince George's County Maryland, secured on Lots numbered Two (2) to Ten (10), both inclusive, Block numbered Thirty-eight A (38A), Fletcher's Addition to Takoma Park, as per plat recorded in Plat Book 7, Folio 51, and Lots numbered Thirty (30), to Thirty-eight (38), both inclusive in Block numbered Forty-six (46), Fletcher's Addition to Takoma Park, as per plat thereof recorded in Plat Book 7, folio 51, one of the Land Records of said County, parties of the fifth part;

WITNESSETH, that whereas for the purposes of (First) protecting purchasers of lots in said Subdivision from depreciation in the value thereof and to assure them of uniformity of development of the surrounding property and (Second) facilitating the sale by the present owner of said land, its successors or assigns, of the land in said subdivision by reason of its ability to so assure such purchasers of such uniformity and protection against such depreciation, and (Third), to make certain that said restrictions shall apply uniformly to all the lots in said subdivision to the mutual advantage of the present owner of said lots and to all those who may in the future claim title through said present owners and the parties of the second, third, fourth and fifth parts; and

WHEREAS the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration by the present owner of said subdivision and the parties hereto as those to be imposed by this instrument as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Home Construction Corporation owner Vernon G. Owen and William M. Sachs, Herbert T. Shannon and Frank J. Luchs, T. Howard Duckett and James W. Gill, and Vernon G. Owen and E. Spencer Fitzgerald trustees, do hereby establish and impose upon all lots in said subdivision the following protective restrictions and covenants to be observed and enforced by them as well as by all purchasers of land in said subdivision to wit:

FIRST: All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

SECOND: No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line; side yards

shall be reserved for each building in the manner required by law for such structures, provided that the total width of both side yards on each building plot shall in no case be less than 15 feet and, except in the case of an attached garage, sufficient unobstructed space shall be reserved in one side yard to accommodate a drive-way or parking area for at least one automobile for each family for which living accommodations are provided. The side yard requirements shall not apply to a garage or other outbuildings located 70 feet or more from the front lot line.

THIRD: No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet nor a width of less than 50 feet at the front building setback line.

FOURTH: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

FIFTH: no persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

SIXTH: No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

SEVENTH: No dwelling costing less than \$3,500 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure nor less than 450 square feet in the case of a one and one-half, two or two and one-half story structure.

EIGHTH: These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

NINTH: If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

TENTH: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the corporate signature and seal of the Home Construction Corporation and the signatures and seals of the parties of the second, third, fourth and fifth parts hereto on the day and year first hereinbefore mentioned.

(Corporate Seal)

Attest:

Charles Rose,
Secretary.

Witness:

Mary C. Adams
Earl P. Ready
Richard D. Reed
Richard D. Reed

HOME CONSTRUCTION CORPORATION

By Victor F. Mariani

President.

Vernon G. Owen (Seal)
Trustee

William M. Sachs (Seal)
Trustee

Herbert T. Shannon (Seal)
Trustee

Frank J. Luhs (Seal)
Trustee