

*Remit to
James + Bradshaw
Citizens Bank Bldg.
Takoma Park, Md. DC
Jan 10, 1941*

Katie Boyd Glaize, widow
Fred L. Glaize, Jr.
Elizabeth P. Glaize, his
wife
Philip B. Glaize, unmarried
George K. Perkins, Trustee

DECLARATION OF COVENANTS WITNESSETH, That Whereas for the purpose of protecting the owners or purchasers of the following described lots or parcels of land from depreciation of the value thereof and to assure them of uniformity in development of said property and to facilitate the sale of said property by reason of the ability to assure the purchasers of such uniformity and protection against depreciation and

WHEREAS, the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration as those to be imposed against the lots or parcels in the hereinafter mentioned subdivision,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Katie Boyd Glaize, widow, Fred L. Glaize, Jr., and Elizabeth P. Glaize, his wife, and Philip B. Glaize, unmarried, sole heirs and devisees under the Will of Fred L. Glaize, deceased, and now owners of the hereinafter described property, and George K. Perkins, Trustee under a certain Deed of Trust recorded among the Land Records of Prince George's County, Maryland, in Liber 472, at Folio 83, does join with the said owners in this Declaration for the purpose of, and they do hereby establish and impose the following protective restrictions and covenants, which are to be deemed and considered as running with the land, and to be observed and enforced by them and by all purchasers on said land which is to be known as the Subdivision of Glaizewood Manor, situated in Prince George's County, Maryland, the plat of said subdivision to be recorded in said County and being that parcel of land which was acquired by Fred L. Glaize, now deceased, under deed from Rufus H. Baker and Sherman E. Burroughs, Executors and Trustees under the Will of Henry M. Baker, deceased, by Deed dated June 26, 1914, and recorded among the Land Records of said Prince George's County, Maryland, in Liber 101 at Folio 78.

RESTRICTIVE COVENANTS:

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached, single family dwelling, not to exceed two stories in height, and a one or two car garage, excepting however that certain portion not platted and reserved herewith at the northwest intersection of Ethan Allen Avenue and New Hampshire Avenue, which reserved section is shown on plat of portion of Glaizewood Manor recorded among the Land Records in Prince George's County, Maryland, in Liber Folio .

2. No building shall be located on any residential building plot nearer than twenty-five feet (25 ft.) to the front lot line, nor nearer than twenty feet (20 ft.) 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 fifteen feet (15 ft.) and, except in the case of an an attached garage, sufficient unobstructed space shall be reserved in one side yard to accommodate a driveway 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 outbuilding located seventy feet (70 ft.) or more from the front lot line.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand square feet (5000 sq. ft) nor a width of less than fifty feet (50 ft.) at the front building setback line.

4. No noxious or offensive trade 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.

5. No person of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupan_y of domestic

servants of a different race domiciled with an owner or tenant.

6. 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.

7. That no improvements of any kind will be erected thereon until after the plans, specifications and details thereof and lot plan showing the proposed location of said improvements shall be approved in writing by Fred L. Glaize, Jr., and/or Perry B. Van Vleck. It is hereby understood and agreed that the rights herein reserved to Fred L. Glaize, Jr. and Perry B. Van Vleck for consent in approving design and location shall pass and inure to the benefit of their heirs and assigns, but in the event the ownership and control of the subdivision passes from said Fred L. Glaize, Jr., and Perry B. Van Vleck, their heirs and assigns, the provision for consent by the said Fred L. Glaize, Jr., and Perry B. Van Vleck herein provided for shall be waived, but such waiver shall in no wise affect other rights reserved in these covenants provided, however, that upon such waiver by the said Fred L. Glaize, Jr., and Perry B. Van Vleck that the privilege of approving the designs and locations subsequent thereto in the subdivision shall devolve upon a committee of three (3) Members to be elected by a majority vote of the owners of the lots at that time.

8. In any case, either with or without the approval of the Committee, no dwelling costing less than (\$3,500.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than six hundred fifty (650) square feet in the case of one story structures, nor less than four hundred fifty (450) square feet in the case of one and one-half and two story structures. Specifically excepted from the above restrictions and covenants are Lots-1, 2 and 3 in Block-116 and Lots-1, 2 and 3 in BLOCK-115.

9. A perpetual easement is reserved over the rear five feet (5 ft.) of each lot for utility installation and maintenance.

10. These covenants and restrictions 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 and restrictions shall be automatically extended for successive periods of ten years (10 yrs.) 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.

11. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, it shall be lawful for any other person or persons owning any other lots 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 or restriction, and either to prevent him, or them, from so doing or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and no violation of any of the foregoing restrictive covenants shall cause the forfeiture or reversion of title.

WITNESS our hands and seals this 31st day of May, 1940.

Teste:

Emma M. Turner

Emma M. Turner

Emma M. Turner

Emma M. Turner

Margaret DeGreenmond

Katie Boyd Glaize (Seal)

Fred L. Glaize, Jr. (Seal)

Elizabeth P. Glaize (Seal)

Philip B. Glaize (Seal)

George K. Perkins (Seal)

Trustee.

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) 57Z-D-0211, MSA-CE64-663. Date available 07/30/2004. Printed 04/13/2022.