

W.K. Lippman
and
file 20/1434

DECLARATION OF COVENANTS
SMITH AND GOTTLIEB, INC.

THIS DECLARATION, made this 20th day of September, A. D. 1939, by Smith and Gottlieb, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, as the owner of all of the lots shown on the plat of subdivision known as "Block C, George E. Gude's Addition to Takoma Park", Prince George's County, State of Maryland, recorded in Plat Book B.B. No. 7, plat 30, one of the land records for said Prince George's County.

WITNESSETH, that whereas for the purposes of: (First) protecting purchasers of said lots from depreciation of the value thereof and to assure them of uniformity in the development of said property and (second) facilitating the sale by said Smith and Gottlieb, Inc. its successors and assigns of said land by reason of its ability to so assure purchasers of such uniformity and protection against depreciation; and

WHEREAS the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration by said Smith and Gottlieb, Inc. as those to be imposed against the lots in said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that said Smith and Gottlieb, Inc. does hereby establish and impose upon the lots in said subdivision 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 itself and by all purchasers of said land, to wit:

(a) All lots in the subdivision shall be known and described as residential lots, and 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.

(b) No building, except the open porch or stoop thereto attached, shall be located on any residential building plot nearer than twenty five feet to the front lot line, nor nearer than fifteen feet to any side street line. No building, except a garage or other outbuilding located seventy (70) feet or more from the front lot line, shall be located nearer than seven feet to any side lot line.

(c) No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5000) square feet or a width of less than fifty (50) feet at the front building setback line.

(d) 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.

(e) 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 tent.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision 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.

(g) No dwelling costing less than \$3000.00 shall be permitted on any lot in the subdivision. 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.

(h) Easements affecting lot no. eleven (11) are reserved as shown on the recorded plat, for utility installation and maintenance.

(i) These covenants are to run with the land and shall be binding on said Smith and Gottlieb, Inc. 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.

(j) If the party hereto or its successors or assigns, or any of them, 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.

(k) 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, and no violation of any of the foregoing restrictive covenants shall cause a forfeiture or reversion of title.

WITNESS the corporate signature and seal of the said Smith and Gottlieb, Inc.

(Corporate Seal)

SMITH AND GOTTLIEB, INC.

Attest: S. Dewey Gottlieb,
Secretary

By: Jos. E. Smith, President

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 20th day of September, A. D. 1939, before the subscriber, a notary public in and for the District of Columbia aforesaid, personally appeared Jos. E. Smith, President of Smith and Gottlieb, Inc. and did acknowledge the foregoing declaration to be the act and deed of said company.

IN TESTIMONY WHEREOF, I have affixed my official seal this 20th day of September A. D. 1939.

(Notary Seal)

R. E. Read

Notary Public, D.C.

Enrolled September 22, 1939, at 10:16 A. M.

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Smith and Gottlieb, Inc.
to
R. L. Houston Jones and
William K. Copenhaver,
Trustees

(State Tax \$3.70) DEED OF TRUST
(THIS DEED OF TRUST made this 21st day of September
(A. D. 1939, by and between Smith and Gottlieb, Inc. (a Dela-
(ware corporation) hereinafter referred to as parties of the
(first part, and R. L. Houston Jones and William K. Copenhaver
(trustees, parties of the second part.

WHEREAS, said party of the first part is justly indebted unto the Northwestern Federal Savings and Loan Association, a corporation, in the full sum of thirty seven hundred and no/100 dollars (\$3700.00), for which amount they have made and delivered their one certain promissory note bearing even date herewith, whereby for value received they jointly and severally promise to pay to the Northwestern Federal Savings and Loan Association at its office in Washington, D. C. the sum of thirty seven hundred and no/100 dollars (\$3700.00), together with interest at the rate of six per centum per annum, calculated monthly on the unpaid balance, said principal and interest to be paid in monthly installments of thirty and no/100

Handwritten note:
W.K. Copenhaver
Sept 22 1939

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) 545, p. 0203, MSA_CE64_631. Date available 07/30/2004. Printed 04/13/2022.