

SMITH AND GOTTLIEB,
INC.

DECLARATION OF COVENANTS WITNESSETH THAT WHEREAS for the purpose of protecting the owners and purchasers of the following described lots from depreciation of the value thereof and to assure them of uniformity in the development of said property and to facilitate the sale of said property by reason of their 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 as those to be imposed against the lots in said subdivision.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT SMITH AND GOTTLIEB, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, does 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 itself and by all purchasers of said land which is to be known as the subdivision of "Hampshire Knolls", situated in Prince George's County, Maryland and being that parcel of land which was acquired by said Smith and Gottlieb, Inc., by Deed dated February 13, 1940, from Julia M. Corse, unmarried, and recorded February 14, 1940 in Liber 540 at folio 369, among the Land Records of Prince George's County, Maryland.

Restrictive Covenants:

1. All lots in the tract shall be known and described as residential lots, and no structure 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.

2. No building, except the open porch or stoop thereto attached, shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 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' at the front setback line, and, except in the case of an attached garage, sufficient unobstructive 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 outbuilding located 70' 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 Fifty-five Hundred (5500) square feet or a width of less than Fifty-three (53) feet at the front building setback line.

4. 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.

5. 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 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 on 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. No dwelling costing less than \$3200.00 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 Six Hundred Fifty (650) square feet in the case of a one and one-half, two or two and one-half story structure.

8. These covenants are to run with the land and shall be binding on all 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 (10) 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.

9. 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.

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

IN TESTIMONY WHEREOF the said Smith and Gottlieb, Inc., has caused this deed to be signed with its corporate name by Joseph E. Smith, its President, with its corporate seal hereto affixed and attested by Bertha L. Gottlieb, its Secretary and does hereby nominate and appoint John M. Conroy its true and lawful attorney to acknowledge these presents as the act and deed of said Smith and Gottlieb, Inc.,

WITNESS their hands and seals.

(Corporate Seal)

SMITH AND GOTTLIEB, INC.

Attest:

By Joseph E. Smith (Seal)
President.

Bertha L. Gottlieb,
Secretary.

DISTRICT OF COLUMBIA

ss:

CITY OF WASHINGTON

I HEREBY CERTIFY, that on this 12th day of March, 1940, before the subscriber, a Notary Public in and for the District of Columbia aforesaid personally appeared John M. Conroy, Attorney named in a clause in the foregoing and annexed deed, and by virtue of the power and authority in him vested, acknowledged same to be the act and deed of Smith and Gottlieb, Inc.

IN TESTIMONY WHEREOF, I have affixed my hand and seal this 12th day of March, 1940.

Walter W. Dosh

(Notary Seal)

Notary Public, D. C.

Enrolled March 15, 1940 at 3:36 P. M.

//////

Theodore P. Pfaff et ux Beatrice H. Pfaff to James Clarke Murphy and John M. Conroy, Trustee State Recordation Tax \$4.80 DEED OF TRUST THIS DEED, made this 13 day of March, 1940, by and between Theodore P. Pfaff and Beatrice H. Pfaff, his wife, party of the first part and James Clarke Murphy and John M. Conroy, Trustee as hereinafter set forth party of the second part.

Remit to John M. Conroy, D.C. 1520 K. St. Washington, D.C. May 15, 1940

WHEREAS, the party of the first part is justly indebted unto Loyola Federal Savings and Loan Association, a corporation organized and existing under the laws of Maryland, in the principal sum of Forty-eight Hundred and no/100 Dollars (\$4800.00) with interest from date at the rate of four 1/2 per centum (4 1/2%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-six and 69/100 Dollars (\$26.69), commencing on the first day of August, 1940, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) 559, p. 0281, MSA_CE64_645. Date available 07/30/2004. Printed 04/13/2022.