

endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the part of the first part on the day and year first above written.

Witness:

Walter W. Dosh (as. to both) Louis C. Parker (Seal) Carrie Lee Parker (Seal)

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY, That on this 30th day of October, 1940, before me, the subscriber, a Notary Public in and for the District aforesaid, personally appeared Louis C. Parker and Carrie Lee Parker, his wife, and they acknowledged the foregoing deed to be their act.

At the same time also personally appeared W. Ernest Offutt the agent of the within-named body corporate, beneficiary, and made oath in due form of law that the consideration of said Deed of Trust is true and bona fide as therein set forth; and also made oath that he is the agent of the beneficiary and is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notary seal) Walter W. Dosh Notary Public, D. C.

Enrolled October 30, 1940 at 2:44 P. M.

FOR RELEASE SEE BOOK 989 PAGE 88

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 these 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, Section 2", 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 August 24, 1940, from James M. R. Adams; John R. Adams; and Ellnora L. Adams, his wife; Katherine A. Parrish, widow; and Maud S. Adams, widow of Arthur B. Adams and

Permit to Amend & Re-declare Citizens Bank Bldg. Takoma Park Maryland March 15-1941

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) 590, p. 0377, MSA_CE64_676. Date available 07/30/2004. Printed 04/13/2022.

recorded in Liber at folio , among the Land Records of Prince George's County, Maryland.

RESTRICTIVE COVENANTS:

1. All lots in the trace 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.

2. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than 7 feet to any side lot line except that the side line restriction shall not apply to a detached garage or other out building located 70 feet or more from the front lot line.

3. No building shall be erected or placed on any building plot, which plot has an area of less than 5500 square feet nor a width of less than 53 feet at the front building setback line, except that a residence may be erected on lots 3, 5, in block A, lots 2, 3, 4, 9, 10, 11 and 14 in Block C, Lots 8 and 9 in Block B and Lots 4 and 5 in Block D as shown on the recorded plat.

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

6. No trailer, basement, tent, shack, garage, barn or 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. 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 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.

8. 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, 1966, 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.

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. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to property and setback lines, by a committee composed of S. Dewey Gottlieb, Bertha L. Gottlieb, and Joseph E. Smith, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority.

In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant, The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1948. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

11. 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. ✓

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 J. Douglas Bradshaw 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)

Bertha L. Gottlieb,
Secretary.

President.

STATE OF MARYLAND:

ss:

COUNTY OF MONTGOMERY

I HEREBY CERTIFY, that on this 30 day of Oct. 1940, before the subscriber, a Notary Public in and for State and County aforesaid personally appeared J. Douglas Bradshaw, 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 30 day of Oct. 1940.

(Notary Seal)

George M. Byrd

Notary Public.

Enrolled October 30, 1940 at 2:43 P. M.

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