

(Notary Seal)

Brice D. Duckett
Notary Public

Enrolled August 23, 1941 10-12 A. M.,

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*Revised to
John Conroy
1524 Knolls
Wood & C.
Jan 6, 1942*

DECLARATION OF COVENANTS, Witnesseth That Whereas for the purpose of protect-
ing 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", Section 3", situated in Prince George's
County, and Montgomery County, Maryland, in the Town of Takoma Park, Maryland, and being
those parcels of land which was acquired by said Smith and Gottlieb, Inc., by Deed
dated June 20, 1941 from Kitty (Katherine) Beale Gartner, et al, and recorded ____
in Liber _____ at folio _____; and Deed dated June 25, 1941 from Bruce E.
Burke, et ux., recorded _____ in Liber _____ at folio _____; and Deed dated
June 23, 1941, from Merrill E. Dawson, et ux., recorded _____ in Liber _____ at
folio _____; and Deed dated June 21, 1941, from Robert T. Dade, et ux., recorded
_____ in Liber _____ at folio _____; and Deed dated June 16, 1941, from Lenore
Coleman, widow, recorded _____ in Liber _____ at folio _____; and Deed
dated June 23, 1941 from James Maurice Phillips, et ux recorded _____ in Liber
_____ at folio _____; and Deed dated July 9, 1941 from Thomas J. Brown et al
recorded _____ in Liber _____ at folio _____; and Deed dated July 10, 1941 from
Jesse E. Zea, et ux., recorded _____ in Liber _____ at folio _____; all among the
land records of Prince Georges County and Montgomery County, Maryland.

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 2 cars.

No building shall be located nearer to the front lot line or nearer to the
side street line than the building set back 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 50
feet or more from the front lot line.

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 25 feet to any side street line.

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 53 feet at the front building set back line.

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.

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.

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.

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 set back lines, by a committee composed of S. Dewey Gottlieb, Joseph E. Smith and Bertha L. Gottlieb, 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 representative, 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, 1946. 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.

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.

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, 1967, 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.

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 situate 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.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect 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 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.

Smith and Gottlieb, Inc.,

By Joseph E. Smith (Seal)
President

Attest: Bertha L. Gottlieb,
Secretary

State of Maryland

County of Montgomery, SS:

I Hereby Certify that on this 23 day of August 1941, before the subscriber, a Notary Public in and for the State of Maryland, County of Montgomery, 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 23 day of August 1941.

(Notary Seal)

Edgar S. Hereford
Notary Public

Enrolled August 23, 1941 12-00 P .M.