

IN TESTIMONY WHEREOF, the said Hillwood Development Co. Inc., has caused these presents to be executed by Dora S. Platt, President, attested by Alexander C. Leonardo, Secretary, and its corporate seal hereto annexed, and does hereby appoint Doran S. Platt as attorney in fact to acknowledge and deliver these presents to the said Gillian S. Walker, unmarried, as its act and deed, the day and year hereinbefore written.

(Corporate Seal)

HILLWOOD DEVELOPMENT CO., INC.

Attest: Alexander C. Leonardo
Secretary

By: Doran S. Platt, President

STATE OF MARYLAND

COUNTY OF MONTGOMERY, SS:

I hereby certify that on this 8th day of February, A. D. 1940, before the subscriber, a notary public in and for the state and county aforesaid, personally appeared Doran S. Platt, attorney in fact for the Hillwood Development Co., Inc., the corporation named in the foregoing instrument of writing, and acknowledged the same to be the act and deed of the said Hillwood Development Co., Inc.

In witness whereof, I hereunto set my hand and affix my notarial seal this 8th day of February, A. D. 1940.

(Notary Seal)

Robert M. Lyon
Notary Public

Enrolled February 20, 1940, at 2:57 P. M.

////////////////////////////////////

Gillian S. Walker,
unmarried,
to
Hillwood Development Co. Inc.
a corporation

{

DEED

THIS DEED, made this 8th day of February, in the year one thousand nine hundred and forty, by and between Gillian S. Walker, unmarried, and Hillwood Development Co., Inc., a corporation organized and existing under the laws of the State of Maryland, party of the second

part.

WITNESSETH, that in consideration of the sum of ten dollars, current money of the United States of America, in hand paid, receipt of which is hereby acknowledged, Gillian S. Walker, unmarried, the said party of the first part, does grant and convey unto Hillwood Development Co., Inc., a corporation, its successors and assigns forever, in fee simple, all that piece or parcel of ground situate, lying and being in Prince George's County, State of Maryland, being described as follows, to wit:

Commencing at a point designated as white oak on an unrecorded plat prepared by R. W. Berry, dated June 6, 1937, and also in a plat prepared by Dyer and Price, dated January, 1939, which point is South 63° 23' 05" East 227.67 feet from the approximate center line of New Hampshire Avenue, and South 31° 0' 30" West approximately 28 feet from a station designated on the State Roads Commission plat as Station 59 plus 54.69 running with the center line of New Hampshire Avenue, the aforementioned white oak being also South 56° 23' 02" East 227.77 feet from said Station 59 plus 54.69 being the point of beginning of the description of the land hereinafter described; thence South 80° 04' 42" East 871.25 feet to a pipe; thence 9° 43' 03" East 1075.65 feet to a pipe; thence North 86° 48' 07" West approximately 728.38 feet to the right of way line of New Hampshire Avenue; thence south following the course of an arc along the east line of New Hampshire Avenue as shown on the States Roads Commission plat an arc distance of 365.87 feet to a point; thence South 31° 03' 30"

*Examined & Brackets
Talcottia P. Pitt
May 15, 1940*

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) 549, p. 0209, MSA_CE64_635. Date available 04/20/2020. Printed 04/13/2022.

West 50.23 feet; ~~thence South 30° 03' 30" West 100.80 feet;~~ thence South 58° 56' 30" East 26 feet; thence South 31° 03' 30" West 100.80 feet; thence following the meandering center of Sligo Branch, South 57° 13' 20" East 2.47 feet; thence South 7° 54' West 30.05 feet; thence South 27° 46' 30" West 140.36 feet; thence South 52.87 feet; thence South 18° 38' 30" East, 90.73 feet; thence South 3° 29' 20" West 49.47 feet; thence South 34° 34' 40" West 117.11 feet; thence South 18° 03' West 30.72 feet; thence leaving said Branch, South 63° 23' East 23.94 feet to a white oak, the beginning point of the description of the land herein described.

AND the said party of the first part covenants that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of said land as may be requisite.

The said party of the second part, Hillwood Development Co., Inc., a corporation, does join in this deed for the purpose of agreeing to and accepting the hereinafter set forth covenants and restrictions, affecting the above described land, viz:

1. 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 two cars.

2. No building shall be located on any residential building plot nearer than 20 feet to the front lot line nor nearer than 15 feet to any side street line; except that on all building plots abutting New Hampshire Avenue, no building shall be located nearer than 45 feet to New Hampshire Avenue. No building, except a garage or other out-building, located 70 feet or more from the front lot line, shall be located nearer than 8 feet to any side line. Excepting as otherwise provided or controlled by law and with written approval of the Neighborhood Committee, private one story attached garages may be located nearer to the street line than the established building lines, but not nearer than 5 feet to any street line, where the natural grade of the lot at the established building line is more than either 8 feet above or 4 feet below the average established roadway level of the street on which the lot abuts, on condition that the floor level of such attached garage shall be not more than one foot above the established roadway grade of the street.

3. No residential structure 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 57 feet at the front building set-back line, except that a residence may be erected or placed on Lots Nos. 4, 5, and 18, in block 3; Lots 2, 3, 6, 9, 10 and 11, in block 4; Lots 1, 2, 3, 4, 5, 6, 7, 12, 14, 15, 20, 21 and 22, in block 7, as shown on the recorded plat.

4. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course, except that clean fill may be placed nearer to the lot line provided the natural water course is not altered or blocked by such fill.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6. 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.

7. No trailer, basement, tent, shack, garage, barn or other out-building 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.

8. No dwelling costing less than \$4,000.00 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.

9. No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the Neighborhood Committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth: Provided, however, that if such a committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or 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.

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.

These covenants are to run with the land and shall be binding on all the parties hereto 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.

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 to 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 prevent him or them from so doing or to recover damages or other dues for such violation.

Witness her hand and seal the day and year hereinbefore written:

Test: Janet L. Weis
(Corporate Seal)

Gillian S. Walker (SEAL)
HILLWOOD DEVELOPMENT CO., INC.

Attest: Alexander C. Leonardo
Secretary

By: Doran S. Platt, President

STATE OF MARYLAND
COUNTY OF MONTGOMERY, SS:

I hereby certify, that on this 8th day of February, A. D. 1940, before the subscriber, a notary public in and for the state and county aforesaid, personally appeared Gillian S. Walker, unmarried, and she did acknowledge the foregoing deed to be her act and deed.

Given under my hand and notarial seal this 8th day of February, A. D. 1940.

(Notary Seal)

Janet L. Weis
Notary Public

Enrolled February 20, 1940, at 3:00 P. M.

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) 549, p. 0211, MSA_CE64_635. Date available 04/20/2020. Printed 04/13/2022.