

act and deed.

Given under my hand and seal this 13th day of August, A. D. 1940.

V. Eugenia Thomas
Notary Public, D. C.

V. Eugenia Thomas
Notary Public
District of
Columbia

EXAMINED

*Mailed to:-
Stephen W. Williams
222 Cedar Ave.
Tak. Park Md
10-19-40*

At the request of Stephen W. Williams and Mattie K. Williams, the following Declaration of Covenants was recorded August 14th., A. D. 1940 at 11:16 o'clock A. M., to wit:

Declaration of Covenants

Witnesseth, That Whereas for the purpose of protecting the owners or purchasers of the following described lots or parcels of land from depreciation of the value thereof and to assure them of uniformity in development of said property and to facilitate the sale of said property by reason of the ability to assure the 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 or parcels in the hereinafter mentioned subdivision,

Now, Therefore, Know all men by these presents, That Stephen W. Williams and Mattie K. Williams, owners of the property shown on plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book 17 at Folio 1092, designated as Plat of Sub-division 6-A, 6-B and 6-C, Takoma Park, Montgomery County, Maryland, do hereby establish and impose protective restrictions and covenants which are to be deemed and considered as running with the land, and to be observed and enforced by them and by all purchasers of said land situated in Montgomery County, as aforesaid.

Restrictive Covenants:

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached, single family dwelling, not to exceed two stories in height, and a one or two car garage.
2. No building shall be erected on any residential building lot nearer than twenty-five feet (25 ft.), nor farther than forty feet (40 ft.) from the front lot line, nor nearer than seven and one-half feet (7½ ft.) to any side lot line, excepting from the provisions of this restriction insofar as same relates to the set-back, or building restriction line, Lots numbered Two (2), Three (3) Four (4) and Five (5), Block 6-A, as shown by said plat, which set-back or building restriction line shall be fifteen feet (15 ft.), the other provisions of this restriction to be otherwise effective.
3. No residential lot shall be resubdivided into building plots having less than five thousand square feet (5000 sq. ft.) of area, and a width of less than fifty feet (50 ft.) each, nor shall any building be erected on any residential building lot having an area of less than five thousand square feet (5000 sq. ft.), or a frontage of less than fifty (50 ft.).
4. No noxious or offensive trade 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 person 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 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.

7. No structure shall be moved onto any lot unless it meets with the approval of the Committee hereinafter referred to, or if there is no Committee, it shall conform to and be harmony with existing structures in the tract.

8. No building shall be erected on any lot until the design and location thereof have been approved in writing by the Committee appointed by the subdivision, however, in the event that such Committee is not in existence or fails to approve or disapprove such design and location within fifteen days of such application for approval, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case, either with or without the approval of the Committee, no dwelling costing less than \$5500.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than six hundred fifty square feet (650 sq. ft.) in the case of one story structures, nor less than four hundred fifty square feet (450 sq. ft.) in the case of one and one-half and two story structures.

9. A perpetual easement is reserved over the rear five feet (5 ft.) of each lot for utility installation and maintenance.

10. These covenants and restrictions are to run with the land, and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years (10 yrs.), 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.

11. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, it shall be lawful for any other person or persons owning any other lots 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 or restriction, and either to prevent him, or them, from so doing or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants or restrictions 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 the forfeiture or reversion of title.

Witness our hands and seals this 14 day of August A. D. 1940.

Witness:

John K. Williams (as to his mark)

John K. Williams

His
Stephen W. X Williams (Seal)
Mark
Mattie K. Williams (Seal)

State of Maryland, County of Montgomery, SS:

I Hereby Certify that on this 12th day of June A. D. 1940, before the subscriber, a Notary Public in and for the State and County aforesaid personally appeared Stephen W. Williams and Mattie K. Williams, and they did acknowledge the foregoing Declaration of Covenants to be their act and deed.

Witness my hand and notarial seal.

James B. Doten

James B. Doten

Notary Public

Notary Public

Montgomery
County, Md.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 791, p. 0294, MSA_C583_749, Date available 07/27/2016, Printed 04/13/2022.