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as amended 5-27-21

appurtenances thereunto belonging, situate in the County of Montgomery, State of Maryland, namely:

Lot numbered Three (3) in Block numbered Two (2) in a subdivision known as "Glenbrook Village," as per plat recorded in Plat Book No. 7, plat 594, one of the Land Records for said Montgomery County; fully released and discharged from the effect and operation of said Deed of Trust, the indebtedness secured thereby having been paid and satisfied the note representing said indebtedness having been exhibited to said Trustees, marked "Paid."

Witness their hands and seals this 21st day of February, A. D. 1946.

Signed, sealed and delivered in the presence of  
Henry E. Cooper

Arthur J. Phelan (Seal)  
Trustee  
William K. Copenhaver (Seal)  
Trustee

District of Columbia, ss:

I hereby certify that on this 6th day of March, 1946, before the subscriber, a Notary Public in and for said District, personally appeared in said District, Arthur J. Phelan and William K. Copenhaver parties to a certain deed bearing date on the 21st day of February, 1946, and hereto annexed, and did each acknowledge the foregoing deed to be his act.

In testimony whereof, I have affixed my official seal this 6th day of March, A. D. 1946.

Henry E. Cooper  
Notary Public  
District of  
Columbia

Henry E. Cooper  
Notary Public, D. C.

*P/B*  
*EXAMINED*  
*J. H. Eason*  
*205 Investment Bldg.*  
*Wash. D. C.*  
*7-17-46*

At the request of The Continental Life Insurance Company, Incorporated the following Declaration was recorded March 27th, A. D. 1946 at 1:59 P. M. to wit:

Restrictions in Rock Creek Hills as Imposed on the Subdivision  
By Declaration of The Continental Life Insurance Company Incorporated  
This Declaration, Made this 26th day of March, 1946, by the Continental Life Insurance Company, Incorporated as the present owner of all those certain lots and pieces of land designated and described as Lots numbered Six (6) to Eleven (11) both inclusive, of Block Eight (8) and Lots numbered Ten (10) to Nineteen (19) both inclusive, of Block Nine (9) of that certain subdivision known and designated as Rock Creek Hills, in Montgomery County, Maryland, as the same is platted and recorded in Plat Book No. 98, Plat 1644, one of the land records of said County, witnesseth:

Whereas, for the purposes of protecting purchasers of lots in said subdivision from depreciation of the value thereof, and to assure them of uniformity in the development of the surrounding property and facilitating the sale by said owner, or its successors and assigns, of the land in said subdivision by reason of their ability to assure such purchasers of such uniformity and protection against such depreciation; and,

To make certain that said restrictions shall apply uniformly to said lots in said subdivision to the mutual advantage of said owner and all those who may in the future claim title through it; and,



Whereas, the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration by said owner as those to be imposed by this instrument as aforesaid, and the same appear reasonable and necessary for the protection of all parties interested in said lots.

Now, therefore, known all men by these presents: That the said owner, Continental Life Insurance Company, Incorporated, does hereby establish and impose upon all said lots and land hereinbefore described, the following protective restrictions and covenants to be observed and enforced by itself, as well as by all purchasers of said land and lot, to wit:

(1) ~~That said property, shall never be used or occupied by, or sold, devised, transferred, conveyed unto or in trust for, leased or rented, or given to anyone or any person or persons of negro blood or extraction, or to any person of the Semitic race, blood or origin, or Jews, Armenians, Hebrews, Persians and Syrians, except that this paragraph shall not be held to exclude partial occupancy of the premises by domestic servants of any owner of the said property.~~

(2) No nuisance, advertising sign, noxious, dangerous, or offensive thing shall be permitted, erected, or maintained on said lots, nor shall any hogs, cattle, livestock, or fowls be kept thereon.

(3) Said lot or lots shall be used exclusively for detached private dwelling house purposes; and no part of said lots or land, nor any building which may be erected thereon, shall be used for any trade, business, manufacturing, mercantile purposes, or the manufacture or sale of alcoholic beverages.

(4) No apartment house, or houses in rows, or semi-detached houses, or houses for the occupancy of more than one (1) family, (servants of owner excepted) shall be erected or maintained upon said lots, or either of them.

(5) No line fences or walls of any kind shall be erected or maintained on said lots, or either of them, except growing hedges, or such fences of an ornamental character as may be approved by the Continental Life Insurance Company, Incorporated.

(6) No dwelling house, garage, building, or structure of any kind or character, and no alteration of any such building or structure, shall be constructed or altered on said lots, or either of them, unless and until, complete plans and specifications therefor showing the cost, type and size thereof, materials to be used, and location of the building on the lot, shall first be submitted to and approved by the Continental Life Insurance Company, Incorporated.

(7) No resubdivision of said lots, or either of them, shall be made or permitted by any subsequent owner thereof without written permission first had and obtained from the Continental Life Insurance Company, Incorporated.

(8) The herein enumerated protective covenants shall apply only to said lots in the above mentioned subdivision and shall run with the land until the first day of January, 1958, in any event; and continuously thereafter, unless and until any proposed change shall have been approved in writing by the owners of the legal title to all the land or lots on both sides of the street within the block in which is located the property, the use of which is sought to be altered by said proposed change.

(9) The restrictions herein set forth shall run with said land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it, and all such owners, their heirs, successors and assigns, shall comply with and observe said restrictions as to the use of said land and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his, or their seisin of or title to said land.

(10) In order to exercise the authority herein reserved to it, and to



give the consents provided for herein, said Continental Life Insurance Company, Incorporated hereby reserves to itself and may hereafter, at its discretion, file an appropriate notice in the office of the Recorder of Deeds of Montgomery County, Maryland, naming and designating one or more persons, or successors in title, in its place and stead to give the consents provided for in the foregoing covenants, and such subsequent party or parties shall have the same legal rights with respect to such covenants as were possessed by the said Continental Life Insurance Company, Incorporated, prior to the filing of such notice or substitution of authority.

In testimony whereof, on the 26th day of March, 1946, the said Continental Life Insurance Company, Incorporated, has caused these presents to be signed in its corporate name by H. A. Bartholomew, its President, attested by R. E. Ankers, its Secretary, and its corporate seal to be hereunto affixed.

Attest: Continental Life Insurance Company, Inc  
R. E. Ankers Secretary Continental Life Insurance Company, Inc. By: H. A. Bartholomew President  
Richmond, Va. 1946

The undersigned, R. E. Ankers, the duly elected and qualified Secretary of the Continental Life Insurance Company, Incorporated, does hereby certify that the foregoing covenants, and the foregoing declaration of restrictions and covenants, have been adopted and approved by the Directors of said corporation at a duly called and held meeting thereof.

Witness my hand this 26th day of March, 1946.  
R. E. Ankers  
Secretary

District of Columbia, ss:

I hereby certify that on this 26th day of March, 1946, before the subscriber, a Notary Public for said District of Columbia, personally appeared H. A. Bartholomew, President of the Continental Life Insurance Company, Incorporated, and did acknowledge the foregoing declaration of restrictions to be the act and deed of the said Continental Life Insurance Company, Incorporated.

In testimony whereof, I have affixed my hand and official seal this 26th day of March, 1946.

F. Kathleen Poore Notary Public, D. C. My commission expires April 29, 1949  
F. Kathleen Poore Notary Public District of Columbia

*RB*  
*EXAMINED*  
*Franklin*  
*3815 Kensington Ave*  
*Richmond Va*  
*1946*  
At the request of Arthur B. Miller and Evelyn G. Miller the following Dead was recorded March 27th, A. D. 1946 at 1:59 o'clock P. M. to wit: This Deed, Made this 18th day of March, in the year of our Lord one thousand nine hundred and forty-six, by and between Irene V. A. Vielt, widow, party hereto of the first part, and Arthur B. Miller and Evelyn G. Miller, his wife, parties hereto of the second part:

Witnesseth, that in consideration of the sum of Ten (10) Dollars, lawful