

as amended  
5-27-21

<sup>BIP</sup>  
EXAMINER

MAILED TO  
SUBURBAN TITLE AND  
INVESTMENT CORPORATION  
928-15th ST., N.W.  
WASH. D.C.

9-4-46

At the request of Oliver W. Bailey and Inez A. Bailey the following Deed of Release was recorded May 6th A. D. 1946 at 1:08 o'clock P. M. to wit:

Whereas, the debt described in that Deed of Trust from Oliver W. Bailey and Inez A. Bailey, dated June 1st 1937, and recorded in Liber No. 670 at folio 118, et seq. of the Land Records of the Montgomery County, Maryland, has been fully discharged, as evidenced by the signature hereto of the Treasurer of the Perpetual Building Association of Washington, D. C.

Therefore we, W. G. Schafhirt, and Samuel Scrivener, Jr., surviving trustees, under said Deed of Trust, do grant and release unto the said Oliver W. Bailey and Inez A. Bailey, and their heirs and assigns, the land and premises, in said County known as:

Lot numbered Fourteen (14) in Block lettered "Q", in R. Holt Easley's Silver Spring Park Subdivision as per plat recorded in Plat Book, No. 1, plat 68, on-of the Land Records for said Montgomery County.

Subject to building restrions and covenants of record.

Witness our hands and seals this 15th day of January, A. D. 1946.

In the presence of  
H. J. Baltz

W. G. Schafhirt (Seal)  
Trustee  
Samuel Scrivener Jr. (Seal)  
Trustee  
Wm. H. Dyer  
Treasurer  
Perpetual Building Association

District of Columbia, ss:

I, Henry J. Baltz a Notary Public in and for the District of Columbia, do hereby certify that on January, 15, 1946, W. G. Schafhirt and Samuel Scrivener Jr., who are personally well known to me as parties to and who executed the annexed Deed of Release, bearing date on the 15th day of January, A. D. 1946, personally appeared before me in said District and acknowledged the same to be their act and deed as witness my hand and official seal this 15th day of January, A. D. 1946.

Henry J. Baltz  
Notary Public D. C.

Henry J. Baltz  
Notary Public  
District of  
Columbia

<sup>BIP</sup>  
EXAMINER

Mailed to  
J. D. Eason  
205 Investment Bldg  
Kash. D. C.

9-4-46

At the request of the Continental Life Insurance Company, Incorporated the following Declaration was recorded May 6th A. D. 1946 at 1:08 o'clock P. M. to wit:

Restrictions in Rock Creek Hills as imposition the subdivision by Declaration of The Continental Life Insurance Company, Incorporated

This Declaration, made this 30th day of April, 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 One (1) to Eight (8) both inclusive, of Block numbered Thirteen (13) and Lots numbered One (1) to Ten (10) both inclusive, of Block numbered Fourteen (14) 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. 27, plat No. 1696, one of the land records of said County, and also Lot numbered One (1) and lots numbered Fifteen (15) to Twenty-two (22) both inclusive, of Block numbered Ten (10) Lots numbered One (1) to Six (6) both inclusive of Block numbered Seventeen (17) and Lot numbered One (1) of Block numbered Eighteen (18) 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. 27, plat no. 1697 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, know 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 lots, to wit:

~~(1) That said property, shall never be used or occupied, by or sold, demise, transferred, conveyed unto or in trust for, leased, or rented, or given to negroes 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 owners 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 or 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 restriction 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 this 30th day of April, 1946, the said Continental Life Insurance Company, Incorporated, has caused these presents to be signed in its corporate name by J. D. Eason, its Vice President, attested by R. E. Ankers, its Secretary and its corporate seal to be hereunto affixed.

Attest:		Continental Life Insurance Com-
R. E. Ankers		pany, Inc.,
Secretary	Continental Life Insurance	By: J. D. Eason
	Company Inc., Richmond	Vice President
	Va., 1914	

.....  
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, <sup>been</sup> have/adopted and approved by the Directors of said corporation at a duly called and held meeting thereof.

Witness my hand this 30th day of April, 1946.	
Continental Life Insurance	R. E. Ankers
Company Inc. Richmond	Secretary
Va. 1914	

District of Columbia, ss:

I hereby certify that on this 30th day of April, 1946., before the subscriber a Notary Public for said District of Columbia, personally appeared J. W. Mason Vice 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 30th day of April, 1946.

F. Kathleen Poore

F. Kathleen Poore  
Notary Public  
District of  
Columbia

Notary Public D. C.

My commission expires April 29, 1949

*BlP*  
**EXAMINED**  
*Mailed*  
*Granted*  
1729-13<sup>th</sup> St. N.W.  
Wash. D.C.  
9-4-46

At the request of Ben Malamude and Bertha Malamude the following Deed was recorded May 6th A. D. 1946 at 1 :08 o'clock P. M. to wit:  
This Deed made this 25th day of April, in the year of our Lord one thousand nine hundred and forty-six, by and between James C. Trefz and Eleanor M. Trefz his wife parties hereto of the first part and Ben Malamude and Bertha Malamude his wife, parties hereto of the second part.

Witnesseth, that in consideration of the sum of Ten (10) Dollars lawful money of the United States, the said parties of the first part do grant and convey unto Ben Malamude and Bertha Malamude, his wife parties of the second part, in fee simple, as tenants by the entirety, all that piece or parcel of ground, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in Montgomery County, State of Maryland, being the same land which the said parties of the first part as tenants by the entirety, obtained from George Morrow Gibbs and Bernice A. Gibbs, his wife, by deed dated the 11th day of December, 1942, recorded among the Land Records of said County in Liber 896, at folio 429, and being described as follows, to wit:

Lot numbered Forty-five (45) of a re-subdivision of Lot 21, in Block numbered Fifty-four (54) in the subdivision known as "B. F. Gilbert's Addition to Takoma Park", as per plat of said re-subdivision recorded in plat book no. 14, plat 934, one of the Land Records for said Montgomery County;

Subject to building restrictions and covenants;

To Have and to hold the said piece or parcel of ground and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging, or appertaining unto and to the only proper use, benefit and behoof forever of the said parties of the second part, as tenants by the entirety, the survivor of them, his or her heirs and assigns, in fee simple;

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Test: James C. Trefz (Seal)  
W. H. Packett (Internal Revenue \$15.40) Eleanor M. Trefz (Seal)  
(State Tax \$14.00)