

as amended 5-27-21

entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

and, the said party of the first part covenants that it will warrant specially the land and premises hereby conveyed, and that it will execute such further assurances of said land as may be requisite or necessary.

In Testimony whereof, the said Springlawn, Inc. hath on the 21st day of February, A. D. 1938, caused these presents to be signed by Hugh Warren, its President, attested by Frank J. O'Connor, its Secretary, and its corporate seal to be hereunto affixed; and doth hereby appoint Hugh Warren, its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

Attest: Frank J. O'Connor

Springlawn, Inc.

Secretary.

By Hugh Warren

Signed, sealed and delivered

President.

in the presence of

R. E. Read

Springlawn, Inc.

Corporate Seal

1938

Maryland

District of Columbia, to wit:-

I, R. E. Read, a Notary Public in and for the District of Columbia, do hereby certify that on this 21st day of February, 1938, Hugh Warren who is personally well known to me as the person named as attorney in fact in the foregoing deed, bearing date on the 21st day of February, A. D., 1938, and hereto annexed, personally appeared before me in said District and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said deed, acknowledged the same to be the act and deed of Springlawn, Inc. the grantor therein.

Given under my hand and seal this 21st day of February, A. D., 1938.

R. E. Read

Raymond E. Read

Notary Public, D. C.

Notary Public

District of

Columbia

EXAMINED

Mailed to  
District Title Insurance Co.  
Lawrence E. Evers  
Washington, D. C.  
1413 Eye Street, N. W.  
Washington, D. C.  
4-6-38

at the request of Continental Life Insurance Company, incorporated, the following Declaration of Restrictions and covenants was recorded February 21st., A. D. 1938 at 4:00 o'clock P.M., to wit:  
Restrictions in Rock Creek Hills as Imposed on the Subdivision by Declaration of The Continental Insurance Company, Incorporated.

This Declaration made this 18th day of February, 1938, 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 1 and 2 of block 2 and lots numbered 1 to 10 both inclusive of block 6 of the subdivision known and designated as Rock Creek Hills, in Montgomery County, Maryland, as the same is platted and recorded in plat book No. 14, Plat No. 409 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 corporation, or its successors and assigns, of the lots in said subdivision by reason of its 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 corporation and all those who may in the future claim title thru said corporation, and,

whereas, the covenants and restrictions herein after set forth have been duly adopted after careful consideration by this corporation 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 Continental Life Insurance Company, Inc. 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 no part of said land or lots shall ever be sold to, leased to, or occupied by any person or nationality other than persons of the white or Caucasian race, domestic servants excepted.~~

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 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, Inc.

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 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, Inc.

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, Inc.

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, 1988, 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 owners, their heirs, successors and assigns and all parties claiming by, through or under them, and all such owners, their heirs, successors and assigns, shall comply with and observe said restrictions as to the use of the 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, Inc. hereby reserves to itself and may hereafter, in 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, Inc. prior to the filing of such notice or substitution of authority.

In Testimony whereof, on this 18th day of February, 1938, the said Continental Life Insurance Company, Inc., has caused these presents to be signed in its corporate name by R. A. Bartholomew, its President, attested by R. E. Ankers, its Secretary, and its corporate seal to be hereunto affixed.

Attest: R. E. Ankers

Continental Life Insurance Company, Incorporated  
Secretary.

Continental Life Insurance Company, Inc.  
Richmond, Va.  
1914  
by R. A. Bartholomew  
President.

The undersigned, R. E. Ankers, the duly elected and qualified Secretary of the Continental Life Insurance Company, Inc. 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 18th day of February, 1938.

R. E. Ankers

Continental Life Insurance Company, Inc.  
Richmond, Va.  
1914  
Secretary.

District of Columbia, ss:

I hereby certify that on this 18th day of February, 1938, before the subscriber, a Notary Public, for said District of Columbia, personally appeared R. A. Bartholomew, President of the Continental Life Insurance Company, Inc., and did acknowledge the foregoing declaration of restrictions to be the act and deed of the said Continental Life Insurance Company, Inc.

In Testimony whereof, I have affixed my hand and official seal this 18th day of February, 1938,

F. Kathleen Moore

F. Kathleen Moore  
Notary Public  
District of  
Columbia

Notary Public, D. C.  
My commission expires June, 1939

EXAMINED

Mailed to \*\*\*\*\*  
District Title Insurance Co.  
Large - 1000 - Insurance Bldg.  
Washington, D. C.  
14.5 1/2 Street, N. W.  
Washington, D. C.  
4-6-38  
At the request of Curt R. Karlstromer the following Deed was recorded  
February 21st., A. D. 1938 at 4:01 o'clock P.M., to wit:  
This Deed, made this 18th day of February, in the year nineteen hundred and thirty eight, by and between Continental Life Insurance Company, Incorporated, a