

716-449

as amended

J. C. Jones 5-27-21

J. C. Jones  
Notary Public  
State of Florida  
At Large

Notary Public, State of Florida at Large  
My Commission expires May 16, 1941

*BH*  
EXAMINED

*mailed to:  
J. S. Eason  
208 Investment Bldg  
West DC  
1-13-39*

At the request of The Continental Life Insurance Company, Incorporated, and others, the following Declaration was recorded November 14th, A.D. 1938 at 8:51 o'clock A. M. to wit:  
Restrictions in Rock Creek Hills as imposed on the Subdivision by declaration of The Continental Life Insurance Company, Incorporated, William R. Hall and Emma Hall, & Curt R. Karlstromer and Maude Lillian Karlstromer.

This Declaration, made this 13th day of October, 1938, by (a) 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 five (5); seven (7); twenty-five (25); twenty-six (26); twenty-seven (27); twenty-eight (28); and twenty-nine (29), in Block two (2), 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. 15, in Plat No. 933; also, all of the lots and land contained in Block numbered three (3), Block numbered four (4), and Block numbered five (5) in 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. 15, plat no. 936, one of the land records of said County; (b) William R. Hall and Emma Hall, his wife, as the present owners of lot numbered six (6) of Block two (2), being in and a part 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. 15, plat 933, one of the land records of said County; (c) Curt R. Karlstromer and Maude Lillian Karlstromer, his wife, as the present owners of lots numbered three (3) and four (4) of Block two (2), being in and a part of that certain subdivision known as Rock Creek Hills in Montgomery County, Maryland, as the same is platted and recorded in Plat Book No. 15, plat No. 935, 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 owners, or their 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 owners and all those who may in the future claim title through them; and,

whereas, the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration by said owners 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 lot.

Now, therefore, known all men by these presents; that the said owners Continental Life Insurance Company, Incorporated, William R. Hall and Emma Hall, his wife, and Curt R. Karlstromer and Maude Lillian Karlstromer, his wife, do hereby establish and impose upon all said lots and land hereinbefore described, the following protective restrictions and covenants to be observed and enforced by themselves, 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~~

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 716, p. 0449, MSA\_CE63\_674, Date available 12/01/2006. Printed 05/30/2014.

~~to be occupied by any person or persons other than persons of the white or Caucasian race, domestic servants of owner 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 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 land until the first day of January, 1936, 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 said land and the construction or 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 claim 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 stand 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 13th day of October, 1935, 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 E. E. Ankers, its Secretary, and its corporate seal to be hereunto affixed; and William R. Hall and Emma

Hall, his wife, and Curt R. Karlstromer and Maude Lillian Karlstromer, his wife, have this 13th day of October, 1938, hereunto set their hands and seals.

attest:

R. E. Ankers  
Secretary

Continental Life Insurance Company, Inc. 1914  
Richmond Va.

Continental Life Insurance Company, Inc.

By. H. A. Bartholomew  
President.

William R. Hall

Emma Hall

Curt R. Karlstromer

Maude Lillian Karlstromer

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 and seal this 13th day of October, 1938.

R. E. Ankers

Secretary

Continental Life Insurance Company Inc.  
1914 Richmond, Va.

District of Columbia, ss:

I hereby certify that on this 13th day of October, 1938, 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 13th day of October, 1938.

F. Kathleen Poore

Notary Public, D.C.

My Commission expires June 1, 1939.

F. Kathleen Poore

Notary Public

District of  
Columbia

District of Columbia, ss:

I hereby certify that on this 10th day of November, 1938, before the subscriber, a Notary Public, for said District of Columbia, personally appeared William R. Hall and Emma Hall, his wife, and did each acknowledge the foregoing declaration of restrictions to be their act and deed.

In testimony whereof, I have affixed my hand and official seal this 10th day of November, 1938.

F. Kathleen Poore

Notary Public, D.C.

My Commission expires June 1, 1939.

F. Kathleen Poore

Notary Public

District of  
Columbia

District of Columbia, ss:

I hereby certify that on this 1st day of November, 1938, before the subscriber, a Notary Public, for said District of Columbia, personally appeared Curt R.

Karlstromer and Maude Lillian Karlstromer, his wife, and did each acknowledge the foregoing declaration of restrictions to be their act and deed.

In testimony whereof, I have affixed my hand and official seal this 1st day of November, 1938.

F. Kathleen Poore  
Notary Public, D.C.  
My Commission expires June 1, 1939  
F. Kathleen Poore  
Notary Public  
District of  
Columbia

*B.A.H.*  
**EXAMINED**  
*Mailed to -*  
*L.M. Campbell*  
*Rockville, Md R3*  
*1-13-39*

At the request of L. Walter Dorsey and Mary Clark Dorsey, the following Deed was recorded November 14th, A.D. 1938 at 9:44 o'clock A. M. to wit:  
This Deed, made this 1st day of November, in the year nineteen hundred and thirty eight, by Lynn M. Campbell and Laura C. Campbell, his wife, witnesses: Whereas, by decree of the Circuit Court for Montgomery County, sitting as a Court of Equity, in a suit therein depending wherein Lynn M. Campbell and Laura C. Campbell, his wife, are plaintiffs and L. Walter Dorsey and Mary Clark Dorsey, his wife, are defendants, No. 3731 Equity in the Circuit Court for Montgomery County, sitting as a Court of Equity, it was ordered and decreed that the plaintiffs convey unto the defendants the lands and premises mentioned and described in said proceedings, title to which was found by said decree to be good and merchantable by adverse possession in the said plaintiffs.

Now, therefore, in consideration of the premises and of the sum of three thousand dollars, receipt whereof before the execution and delivery of these presents is hereby acknowledged, the said Lynn M. Campbell and Laura C. Campbell his wife, do grant and convey unto the said L. Walter Dorsey and Mary Clark Dorsey, his wife, all that tract, piece or parcel of land, situate, lying and being in Montgomery County, in the State of Maryland, being part of a tract of land called "Bradford's Rest" containing three acres of land, more or less, which was conveyed by and is fully described in a deed from the said L. Walter Dorsey and wife to the said Lynn M. Campbell and wife, bearing date the twenty first day of August, in the year nineteen hundred and twenty three and duly recorded among the Land Records of said County in Liber No. 336, folio 212; being all of the land so decreed to be sold and conveyed.

Together with all and singular the buildings and improvements and all the rights, roads, waters, ways, easements, advantages and appurtenances to the same belonging or in anywise thereunto appertaining.

Witness our hands and seals.  
Witness:  
C. E. Pickett  
Lynn M. Campbell (Seal)  
Laura C. Campbell (Seal)

(Internal Revenue \$3.00)  
(State Tax \$3.00)

State of Maryland, Montgomery County, to wit:  
I hereby certify that on this 1st day of November, in the year nineteen hundred and thirty-eight, before the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Lynn M. Campbell and Laura C. Campbell, his wife, and did each acknowledge the foregoing and annexed deed to be their act and deed.

Given under my hand and Notarial seal this 1st day of November,