

720-
166

as amended 5-27-21

Inc. by deed dated the day of 19.., recorded in the Land Records of Montgomery County, Maryland in Liber 408 at folio 224 and being described as follows, to wit:

Lots numbered eight (8) and nine (9) in Block lettered "B", in the subdivision known as "Chevy Chase Terrace", as shown on plat recorded in Plat Book 3, folio 242, and of the land records of Montgomery County, Maryland.

Together with the building and improvements thereupon, erected, made, or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining, subject, however, to all present incumbrances of record.

To Have and To Hold the aforesaid pieces or parcels 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 F. Homer Curtiss and Eleanor Curtiss, his wife, of the District of Columbia.

And the said party of the first part covenant that she will warrant specially and generally the property hereby conveyed; and that she seized of the land hereby conveyed; that she has a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that she has done no act to encumber said land; and that she will execute such further assurances of said land as may be requisite.

Witness my hand and seal.

Test:

Victoria May Tucker (Seal)

Christabel E. Hill

City of Washington, District of Columbia, ss:

I Hereby Certify that on this 10th day of June 1927, before the subscriber, a Notary Public in and for the above District personally appeared Victoria May Tucker and did acknowledge the foregoing deed to be her act.

In Testimony Whereof I have affixed my official seal this 10th day of June A. D. 1927.

Christabel E. Hill

Christabel E. Hill
Notary Public
District of
Columbia

EXAMINED

Mailed to

J. D. Eason

Investment Bldg

Wash D.C.

1-22-39

At the request of The Continental Life Insurance Company, Incorporated, the following Declaration was recorded November 10th, A. D., 1928, at 10:57 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

This Declaration, Made this 28th day of November, 1928, 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 Nine (9); Ten (10); Eleven (11); Twelve (12); Thirteen (13); and Fourteen (14), of Block Ten (10); and also, all of the lots and land contained in Block numbered Seven (7), Block numbered Eleven (11), and Block numbered Twelve (12), all 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. 16, Plat 1012, 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 lot.

Now, Therefore, Know All Men By These Presents: That the said owner, Continental Life Insurance Company, Incorporated, does hereby establish and impose all said lots and lands 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) ~~No part of said land or lots shall ever be sold to, leased to, or otherwise disposed of by any person or persons, other than one of the heirs or assigns, upon the terms and conditions 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 first day of January, 1938, 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

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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 29th day of November, 1938, 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:

R. E. Ankers
Secretary

Continental Life In-
surance Company Inc.
Richmond, Va. 1914

Continental Life Insurance Company, Inc.
By H. A. Bartholomew
President

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 29th day of November, 1938.

R. E. Ankers
Secretary

Continental Life In-
surance Company Inc.
Richmond, Va. 1914

District of Columbia, SS:

I Heraby Certify that on this 29th day of November, 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 29th day of November, 1938.

F. Kathleen Poore
Notary Public
District of
Columbia

F. Kathleen Poore
Notary Public, D. C.
My Commission Expires June 1, 1939