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46 as amended 5-27-21

side of the public road leading from Gaithersburg to Goshen, in said County and State, containing Twelve and Nine Hundred and Forty-One One-Thousandths (12.941) acres of land, more or less; and being the same land conveyed unto Harry E. Smith by deed from Teresa Jane Selby, widow, and others, dated June 23, 1924, and of record in Liber No. 354, at Folio 200; and by deed from Teresa Jane Selby, Trustee, dated June 24, 1924, and of record in Liber No. 354 at Folio 202, of the Land Records of said County; to which deeds reference is hereby made for a more complete and accurate description of the lands and premises hereby conveyed.

Together with all and singular, the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Reserving, However, unto the said Harry E. Smith, party of the first part, a life interest in the lands and premises herein conveyed.

And The said Harry E. Smith covenants that he will warrant specially the lands and premises conveyed, and to execute such other and further assurances as may be requisite and necessary the better to convey the same as aforesaid.

Witness my hand and seal the day and year first above written.

Witness: Helen M. Gray Harry E. Smith (Seal)

State of Maryland, Montgomery County, to wit:

I Hereby Certify that on this 5th day of February, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Harry E. Smith and did acknowledge the foregoing Deed to be his act and deed.

Witness my hand and Notarial Seal.

Helen M. Gray Notary Public
My Commission Expires: May 3, 1943
Helen M. Gray Notary Public
Montgomery County Maryland

EXAMINED

J. D. Eason
208 Investment Bldg.
N.C. 4/9/42

At the request of The Continental Life Insurance Company, Incorporated the following Declaration was recorded February 5th A. D. 1942 at 11:12 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 14th day of January, 1942, 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 Five (5), both inclusive, and Lots Twelve (12) to Eighteen (18), both inclusive, of Block Eight (8), 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. 23, plat 1434, 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, devised, 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 Jew, Arabians, Hebrews, Persians and Syrians, except that this paragraph shall not be held to exclude partial occupancy of the premises by domestic servants of any person 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 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 14th day of January, 1942, 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 Insurance 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 14th day of January, 1942.

R. E. Ankers Secretary Continental Life Insurance Company, Inc. Richmond, Va. 1914

District of Columbia, ss:

I Hereby Certify that on this 14th day of January, 1942, 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 14th day of January, 1942.

F. Kathleen Poore Notary Public, D. C. My Commission Expires May 15, 1944 District of Columbia

EXAMINED

Jay C. Bryant By 443 College Park, Md 1/8/42

At the request of Jay C. Bryant and Jean B. Bryant the following Deed was recorded February 5th A. D. 1942 at 11:40 o'clock A. M., to-wit: - This Deed, Made this thirtieth day of December in the year of our Lord one thousand nine hundred and forty-one by and between Arthur B. Miller and Evelyn G. Miller, his wife, of Montgomery County, Maryland parties of the first part, and Jay Clarke Bryant and Jean Barzhe Bryant, his wife, of Hyattsville, Maryland parties of the second part: