

LIBER 2174 FOLIO 58

Recorded Feb. 23rd, 1956-at-3:17 P.M.

THIS DECLARATION made this 1st day of February, 1956, by S. F. & W. CORPORATION (a Maryland Corporation); HYMAN & QUINBY, INC. (a Delaware Corporation); MARYLAND CONDUIT, INC. (a Delaware Corporation), and LAWRENCE V. LUTES AND NEALE W. LUTES, HIS WIFE, as the present owners of real estate situate in Montgomery County, Maryland, being part of a tract called "JOSEPH'S PARK", containing 39.6554 acres, and two parcels containing 1766 square feet and 159 square feet of land; excepting from said tract two parcels containing 1766 square feet and 159 square feet respectively, all as set forth and described in a Deed from George Construction Corporation to S. F. & W. Corporation recorded among the Montgomery County Land Records in Liber 2027 at folio 465; portions of which property have been certified and shown on a plat of part of Blocks 19, 20 and 21, "Rock Creek Hills", recorded in Plat Book No. 51, plat 4017, and portions of which have been conveyed unto Maryland Conduit, Inc., Hyman and Quinby, Inc. and Lawrence V. Lutes and wife, as evidenced by Deeds recorded among the aforesaid Land Records in Liber 2072 at folio 421; 2072 at folio 427, 2072 at folio 433, and 2078 at folio 168; excepting, however, from this Declaration Lot 22, in Block 20, in said Subdivision of "Rock Creek Hills";

WITNESSETH THAT:

WHEREAS, for the purpose of (FIRST) protecting purchasers of said lots or any portion of the aforesaid real estate from depreciation of the value thereof, and to assure them of uniformity in the development of said property and (SECOND) facilitating the sale by said parties hereto, their heirs, executors, administrators and assigns, of said land by reason of their ability to so assure purchasers of such uniformity and protection against depreciation, and (THIRD) to make certain that said restrictions shall apply uniformly to all the said property to the mutual advantage of said parties hereto and all those who may in the future claim title through the said parties;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we do hereby establish and impose upon all of said property, the following protective restrictions and covenants to be observed and enforced by themselves as well as by all purchasers of any of said land, to wit:

1. Except as to such portion of said land as may be zoned for commercial purposes by the Maryland National Capital Park and Planning Commission upon application by Hyman and Quinby, Inc., all lots into which said land may be subdivided shall be known and described as residential lots exclusively, and not more than one detached single family private dwelling house and private garage not to exceed three cars capacity, shall be erected on any lot, and every such dwelling with private garage, shall together cost to build not less than Ten Thousand Dollars (\$10,000.00) based upon cost of labor and building materials as of January 1, 1946, unless a lesser total cost shall in writing be approved by Hyman & Quinby, Inc., and plans therefor shall have had the prior written approval of said Hyman & Quinby, Inc.
2. No dwelling shall be erected, placed or suffered to remain upon any lot or building plot which has an area of less than six thousand square feet nor a width of less than fifty feet, at the established front building set-back line. No building or any part thereof (except open porches, stoops, bay windows and steps) shall be erected on any lot nearer than twenty-five feet to the front lot line nor nearer than twenty-five feet to any side street line nor nearer than seven feet to any other side lot line or rear lot line; except that a detached garage or other approved out-building which garage or out-building must be located sixty feet or more from the front lot line, may be located nearer than seven feet to any rear or side lot line but shall not be nearer than twenty-five feet to any side street line.
3. No dwelling, private garage, building or improvements of any character shall be erected upon any lot, and none begun, nor any change made in the exterior design of any dwelling, garage, building or improvements after original construction has begun, unless and until the architect designing the same; the cost, type and size thereof, the materials to be used in the construction; plans, specifications and details thereof; the color scheme; and the lot plan, showing the proposed location of the dwelling, garage, buildings and driveways upon the lot, shall all have been approved in writing by said Hyman and Quinby, Inc. and copies of said plans, specifications and details shall have been lodged permanently with said Corporation. No stable or other out-building shall be erected on any lot without the prior consent and approval in writing of said HYMAN AND QUINBY, INC. No line fence, or wall, of any kind shall be erected, placed or suffered to remain, upon any lot unless and until the written consent of said HYMAN & QUINBY, INC. be first had and obtained therefor. HYMAN & QUINBY, INC. shall have the sole and exclusive right to establish grades and slopes on all of said land, including all lots into which said land may be subdivided, and to fix the grade at which any dwelling or other building shall hereafter be erected or placed thereon so that the same may conform to a general plan. However, this covenant shall not apply to that property which has been heretofore conveyed to LAWRENCE V. LUTES and wife by deed duly recorded among the aforesaid Land Records in Liber 2078 at folio 168.
4. No nuisance of whatever nature shall be erected, placed, allowed to accumulate or suffered to remain upon any lot, nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the peace and quiet of any owner of adjoining or adjacent lots.

5. Said HYMAN & QUINBY, INC. shall have the right to erect at any suitable place or places on the property of the subdivision, temporary shacks or other buildings for use of mechanics or others in the construction of private residences and in the construction of the aforementioned commercial buildings, if any, which shacks or temporary buildings will be removed upon completion of the permanent structures. No trailer, basement, tent, shack, garage, barn or out-building shall at any time be used as a residence, temporarily, or permanently, nor shall any structure of a temporary nature be used as a residence.
6. No lot in the subdivision shall be occupied, leased, rented, conveyed, or otherwise alienated, except by bona fide mortgages or deeds of trust, nor shall the title or possession thereof pass to another without the written consent of HYMAN & QUINBY, INC. (The intent of this restriction is that it shall not apply to any person, persons, corporation or corporations claiming title or possession by, under, or through any bona fide mortgages or deeds of trust, to any portion of the land thereby affected.) However, this covenant shall not apply to that property which has been heretofore conveyed to LAWRENCE V. LUTES and wife by deed duly recorded among the aforesaid Land Records in Liber 2078 at folio 168.
7. The herein enumerated protective and restrictive covenants, which are intended to facilitate a uniform and general plan of development, shall apply to all land embraced in any subdivision of said land and all lots carved therefrom and shall run with the land until the 1st day of January, 1970, in any event, and continuously thereafter unless and until any proposed change or changes shall have been approved in writing by the owners of the legal title to all the land fronting on both sides of the street in the block within which the lot is located, the use of which is sought to be altered by said proposed change.
8. HYMAN & QUINBY, INC. shall have the right, but shall not be required, in case of any violation of any of the conditions or upon the breach of any of the covenants, restrictions or agreements herein contained, to enter the property upon which or as to which such violation or breach exists, and to summarily abate and/or remove the condition or things that may exist or be thereon contrary to the intent or meaning of the provisions hereof as interpreted by said Corporation, and the said HYMAN & QUINBY, INC. shall not, by reason thereof, be deemed guilty of any manner of trespassing for such entrance, abatement or removal, which entrance, abatement and removal shall be at the cost and expense of the owner of the property. Failure at any time by HYMAN & QUINBY, INC. to enforce any of the covenants, conditions or limitations herein contained shall in no event be deemed a waiver of the right to do so thereafter or of the covenant itself.
9. It is hereby agreed and understood that all rights herein mentioned of HYMAN & QUINBY, INC. including but not limited to those mentioned in Paragraphs numbered 1, 3, 5, 6 and 8 hereof shall pass with equal force and effect to and inure to the benefit of its successors, and any purchaser or grantee, through foreclosure, or otherwise, from or of the Trustees under either the first or second deed of trust on the land aforesaid, said deeds of trust being recorded simultaneously with and immediately following the recordation of this deed among the Land Records of Montgomery County, Maryland, but that, in the event the ownership and control of the rights mentioned in these restrictive covenants pass from said Corporation, either by reason of the appointment of a receiver, an assignment for the benefit of creditors, bankruptcy, or by sale under legal process of any kind, or by the transfer of the ownership of a majority of the stock of the Corporation to other interests, than as at present, or otherwise, the consents and approvals by HYMAN & QUINBY, INC. herein provided for shall be deemed to be sufficiently obtained, if obtained from a designate of said HYMAN & QUINBY, INC. and thenceforth the right to enforce restrictions and limitations with respect to all property embraced in this deed shall immediately pass to said designate and be exercised by him.

The appointment of said designate shall be evidenced by paper writing executed by the proper officials of said Corporation under resolution by its Board of Directors recorded among the Land Records of Montgomery County, Maryland. In event for any reason whatsoever said appointment of a designate shall not be made and no evidence there of recorded as aforesaid, then and in such case the required consents and approvals aforementioned shall be implied and shall be deemed as having been given and made with like effect as though expressly so given and made by said HYMAN & QUINBY, INC. The expression "Successors" as hereinabove applied to said HYMAN & QUINBY, INC. shall not include purchaser grantees of said Corporation of any lots in any subdivision of the land embraced in this deed and shall include only successors in title to the remaining unsold assets of said Corporation.

10. All deeds to purchasers of lots in any subdivision of the land embraced herein shall contain these covenants and be signed by said purchasers in evidence of their acceptance of each and every of said covenants, restrictions and limitations herein contained and of their agreement to abide by and perform the same.

WITNESS the corporate signatures and seals of S. F. & W. Corporation, Hyman & Quinby, Inc. and Maryland Conduit, Inc. and the hands and seals of Lawrence V. Lutes and Neale W. Lutes.



ATTEST: S. I. Quinby
S. I. QUINBY SECRETARY

S. F. & W. CORPORATION
BY Marion E. Hyman
MARION E. HYMAN PRESIDENT

ATTEST: S. I. Quinby
S. I. QUINBY SECRETARY

HYMAN & QUINBY, INC.
BY Marion E. Hyman
MARION E. HYMAN PRESIDENT

ATTEST: S. I. Quinby
S. I. QUINBY SECRETARY

MARYLAND CONDUIT, INC.
BY Marion E. Hyman
MARION E. HYMAN PRESIDENT

Lawrence V. Lutes (SEAL)
LAWRENCE V. LUTES

ATTEST: Thomas W. Marlowe
THOMAS W. MARLOWE
as to L.V.L. + N.W.L.

Neale W. Lutes (SEAL)
NEALE W. LUTES

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } ss:

On this the 15th day of February 1956, before me **LAWRENCE A. DADBY, JR.** the undersigned officer, personally appeared MARION E. HYMAN who acknowledged himself to be the President of S. F. & W. CORPORATION, a Maryland Corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires May 6, 1957

Lawrence A. Dadby, Jr.
Notary Public, Maryland
LAWRENCE A. DADBY, JR.

