

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 3745, p. 0138, MSA\_CE63\_3703. Date available 01/27/2005. Printed

LIBER 3745 FOLIO 138

8.50

HSC -- ACK

OLK.CT.M.C.

JUN-14-68 PAID 4 0 4 6

1968 JUN -4 PM 3:47

DECLARATION OF COVENANTS

THIS DECLARATION, Made this 21 day of April, 1968, by the National 4-H Club Foundation of American, Inc., hereinafter called the Grantor.

WITNESSETH:

WHEREAS, Grantor is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants and restrictions hereinafter set forth, said conditions, covenants and restrictions to control the use of said real property, each and all of said conditions, covenants and restrictions being for the benefit of said property and for each owner thereof, and for the benefit of adjacent properties in the general neighborhood known as Chevy Chase, Section Four, and each owner thereof and shall inure to the benefit of and pass with adjacent properties and properties in the general neighborhood known as Chevy Chase, Section Four, and each and every parcel thereof and shall apply to and bind the successors in interest of any owner thereof.

NOW, THEREFORE, National 4-H Club Foundation of America, Inc., hereby declares that the real property described in and referred to in Clause I hereof, is and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants and restrictions hereinafter set forth.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, conveyed, transferred, occupied and sold subject to the conditions, covenants and restrictions set forth herein is located in the County of Montgomery, State of Maryland, and is more particularly described as follows, to wit:

All of Lots numbered One (1) to Nine (9), both inclusive, in Block Numbered Five (5), in a subdivision known as "Chevy Chase Section 4"; as per plat recorded in Plat Book No. 2, Plat 104, one of the Land Records for Montgomery County, Maryland.

Mail to:

LAW OFFICES  
LINDNER AND BLOCHER  
800 METROPOLITAN BUILDING  
8730 GEORGIA AVENUE  
SILVER SPRING, MD. 20910  
938-8850

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, and restrictions hereby declared to insure proper use and appropriate development; to insure the use of said property shall not affect adversely the General Plan for the physical development of the Maryland-Washington Regional District in Montgomery County, Maryland, as embodied in the Zoning Ordinance for said district and in any master plan or portion thereof adopted by the Maryland-National Capital Park and Planning Commission; and that such use will not affect adversely the health and safety of residents or workers in the area and will not be detrimental to the use or development of adjacent properties or the general neighborhood known as Chevy Chase - Section Four.

CLAUSE III

GENERAL RESTRICTIONS

A. Setbacks

No building or other structure, parking or loading area shall have a setback less than eighty-one (81) feet from the street right-of-way line of the real property described in Clause I hereof.

B. Buffer

The Grantor shall preserve the existing major growth of trees and shrubbery along Thornapple Street and shall assume responsibility for maintaining said plantings, and shall replace the same when necessary.

C. Violations

A violation of any of the aforesaid conditions, covenants and restrictions may be enjoined and the same enforced at the suit of the Town Council of Chevy Chase - Section Four, or the owner of any lot or square, or part of a lot or square in Chevy Chase - Section Four.

CLAUSE IV

GENERAL APPLICATION

These conditions, covenants and restrictions shall become effective immediately upon the recording of same. These conditions, covenants and restrictions are to run with the land and shall be

LIBER 3745 FOLIO 140

binding upon the Grantor, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Grantor, its successors and assigns, to conform to and observe said conditions, covenants and restrictions and the Grantor, its successors and assigns, the Town Council of Chevy Chase - Section Four, or the owner of any lot or square, or part of a lot or square in Chevy Chase - Section Four, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of said conditions, covenants and restrictions.

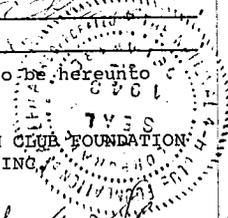
IN TESTIMONY WHEREOF, the said National 4-H Club Foundation of America, Inc., has on this 5th day of April, 1968, caused these presents to be signed by Grant A. Stumm, its President, attested by Howard A. Conlon, its Chairman, and its corporate seal to be hereunto affixed.

ATTEST:

NATIONAL 4-H CLUB FOUNDATION OF AMERICA, INC.

A. R. Euse

By Grant A. Stumm



The Town Council for Chevy Chase - Section 4 hereby approves and consents to the conditions, covenants and restrictions as expressed in the above Declaration.

ATTEST:

TOWN COUNCIL FOR CHEVY CHASE - SECTION FOUR

Joseph M. Stone  
Joseph M. Stone, Secretary

By Howard A. Conlon  
Thomas A. Conlon, Chairman

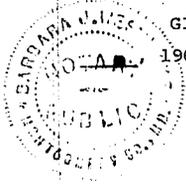
COUNTY OF MONTGOMERY)  
STATE OF MARYLAND ) to wit:

I HEREBY CERTIFY THAT on the 5th day of April, 1968, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Grant A. Stumm, who has been satisfactorily proven to be the person whose name is subscribed to the written instrument, who acknowledged himself to be Grant A. Stumm of National 4-H Club Foundation of America,

LIBER 3745 FOLIO 141

Inc., and that said Grant A. Stevens, as such Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Director.

GIVEN under my hand and seal this 27 day of April 1968.



Barbara J. Hester  
Notary Public