

Anne F. Smith
Notary Public

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Notary Public
Montgomery
County, Md.

State of Maryland, Montgomery County, to wit:

I Hereby Certify that on this 2nd day of January in the year nineteen hundred and forty, before the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared William W. Hawkins, Chester B. Hawkins and Edith E. Wachter, the Mortgagee, and made oath in due form of law, that the consideration mentioned in the above Mortgage is true and bona fide as therein set forth; and also that he is the agent of the said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

Anne F. Smith
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Rockville, Md. April 3rd. 1941.
For value received, we hereby
release the within mortgage as

"Paid and Satisfied" Witness our hands and seals this
3rd day of April, A. D. 1941.
Witness:

Harold C. Smith

William W. Hawkins —
Chester B. Hawkins —
Edith E. Wachter —

Recorded Apr 3, 1941

EXAMINED

Mailed to:
Lamond & Bradshaw
Lak. Pk Md
3-11-41.

At the request of Harry G. Traver and Ruth J. Traver, the following Declaration of Covenants was recorded January 2nd., A. D. 1941 at 2:52 o'clock P. M., to wit:

Declaration of Covenants

Witnesseth, That Whereas, for the purpose of protecting the owners and purchasers of the following described lots from depreciation of the value thereof and to assure them of uniformity in development of said property, and to facilitate the sale of said property by reason of their ability to assure purchasers of such uniformity and protection against depreciation; and Whereas the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration as those to be imposed against the lots in said subdivision.

Now, Therefore, Know all Men by These Presents, that Harry G. Traver and Ruth J. Traver, his wife, owners of a tract of land containing four acres (4 A.), more or less, which tract of land formerly was part of the Hodges Farm, and has now been subdivided into lots, said subdivision being known and designated as "Bonnie View", a plat of said subdivision being recorded among the Land Records of Montgomery County, Maryland, do hereby establish and impose the following protective restrictive covenants which are to be deemed and considered as running with the land, and to be observed and enforced by them, and all purchasers of said land.

The above described parcel of land being that which was acquired by the said Harry G. Traver and Ruth J. Traver, his wife, from John Roger Hodges and Hazel H. Hodges, his wife, by Deed dated September 26th, 1940, and recorded among the Land Records of Montgomery County, Maryland, in Liber 800, at Folio 198

Restrictive Covenants:

- 1. All lots in the tract shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on

any residential building plot other than one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars.

2. No building except the open porch or stoop thereto attached shall be located on any residential building plot nearer than twenty-five feet (25 ft.) to the front lot line, nor nearer than twenty feet (20 ft.) to any side street line, nor shall any building, except a detached garage, or other building, be located seventy feet (70 ft.), or more, from the front lot line, nor shall any such building be located nearer than eight feet (8 ft.) to any side lot line.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than six thousand square feet (6000 sq. ft.), or a width of less than sixty feet (60 ft.) at the front building set-back line, except that a residence may be erected or placed on lots numbered One (1), Two (2), Three (3), and Four (4), in Block lettered "A"; Lot numbered One (1), in Block lettered "B"; Lot numbered Two (2) in Block lettered "C"; and Lots numbered Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), and Eight (8), in Block lettered "D", as shown on recorded plat of said subdivision.

4. No noxious or offensive trade or activity shall be carried on upon any lot in said subdivision.

5. No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy of domestic servants of a different race domiciled with an owner or tenant.

6. No trailer, basement, tent, shack, garage, barn, or other out-building erected upon the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. No dwelling costing less than Three Thousand Five Hundred Dollars (\$35.00.00), shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than six hundred fifty square feet (650 sq. ft.), in the case of one story structures, nor less than four hundred fifty square feet (450 sq. ft.), in the case of one and one-half, two or two and one-half story structures.

8. An easement is reserved over the rear five feet (5 ft.) of each lot for utility installation and maintenance.

9. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan, showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of H. G. Traver and Ruth J. Traver, his wife, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after five years. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised

by said committee.

10. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

11. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision, to prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any such covenant and either or prevent him or them from so doing, or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants by judgment or court order shall in nowise affect and no violation of any of the foregoing restrictive covenants shall cause a forfeiture or a reversion of title.

Witness our hands and seals this 27th day of Dec. 1940.

Teste: Harry G. Traver (Seal)
J. Wilson Dodd Ruth J. Traver (Seal)
As to both

State of Maryland, County of Montgomery, SS:

I Hereby Certify that on the 27th day of Dec., 1940 before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared H. G. Traver and Ruth J. Traver, his wife, and they did acknowledge the foregoing Declaration of Covenants to be their act and deed.

Witness my hand and notarial seal.

J. Wilson Dodd
Notary Public
Montgomery
County, Md.

EXAMINED

Mailed to - Citizens Title Co. Tak. Park, Md. 3-11-41

At the request of Park Engineering Company, the following Deed was recorded January 2nd., A. D. 1941 at 2:53 o'clock P. M., to wit:

This Deed Made this 28th day of December in the year of our Lord one thousand nine hundred and forty by and between Harry G. Traver and Ruth J. Traver, his wife, of Takoma Park, Maryland, parties of the first part, and Park Engineering Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania of party of the second part:

Witnesseth, that in consideration of the sum of Ten Dollars, lawful money of the United States of America, in hand paid, receipt of which is hereby acknowledged, Harry G. Traver and Ruth J. Traver, his wife, the said parties of the first part do grant and convey unto Park Engineering Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, party of the second part, its successors and assigns, in fee simple all that piece or parcel of ground situate, lying and being in Montgomery County, State of Maryland, being the same land which the said parties of the first part Harry G. Traver and Ruth J. Traver, his wife, obtained from John Roger Hodges and Hazel H. Hodges, his wife, by deed dated theday of September 1940, recorded in the Land Records of Montgomery County in Liber....at folio....and being described as follows, to wit: