

EXAMINED  
B/TM  
granted to  
Citizens Title Co  
Citizens Realty  
Trak P.R. Md  
10/18/43

At the request of Robert E. Lohr, and others, the following Declaration of Covenants was recorded September 9th, A. D., 1943 at 1:41 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 to be imposed against the lots of said subdivision

Now Therefore, Know all Men by These Presents, That Robert E. Lohr and Phoebe T. Lohr, his wife, are the owners of Lots 2, 3, and 4, in Block lettered "B", in a subdivision known and designated as "Bonnie View", as per recorded plat of said subdivision recorded in Plat Book 24, Plat 1535, among the Land Records of Montgomery County, Maryland, and that Geeraert Incorporated, a corporation, is the owner of Lots 5, 6, 7, 8, 9, 10 and 11, in Block lettered "B", and Lots 6, 7, 8, 9, and 10, in Block lettered "C", and Outlot "A", in a subdivision known and designated as "Bonnie View", as per recorded plat of said subdivision recorded in Plat Book 24, plat 1535, among the Land Records of Montgomery County, Maryland, and Joseph Geeraert and Dorothy E. Geeraert, his wife, are the owners of Lot 11, Block "C", "Bonnie View", subdivision as per recorded plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 25, plat 1572, do hereby establish and impose the following protecting 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 lots of land being the same which were acquired by Joseph Geeraert and Dorothy E. Geeraert, his wife, from John R. Hodges, et ux, under Deed dated April 15, 1942, and recorded July 1, 1942, in Liber 879, at folio 478, except Lot 11, Block "C", "Bonnie View", which was acquired from John R. Hodges, et ux, under Deed dated August 6, 1943, and also from Elinor L. H. Judd, et vir, under Deed dated April 15, 1942, and recorded on July 1, 1942, in Liber 879, at folio 480, among the Land Records of Montgomery County, Maryland, and part of the same property which Geeraert Incorporated acquired from Joseph Geeraert and Dorothy E. Geeraert, his wife, under deed recorded November 24, 1942, in Liber 895, at folio 460, one of the Land Records of Montgomery County, Maryland, and part of the same property which Robert E. Lohr and Phoebe T. Lohr, his wife, acquired from Joseph Geeraert and Dorothy E. Geeraert, his wife, under Deed recorded December 9, 1942 in Liber 896, at folio 376, one of the Land Records of Montgomery County, Maryland.

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 storied 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 any 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 seven feet (7 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 five thousand five hundred square feet (5500 sq. ft.) or a width of less than fifty feet (50 ft.) at the front building set back line.
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 outbuilding 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 (\$3500.00), 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 Robert E. Lohr, Joseph Geeraert and Dorothy E. Geeraert, his wife, or by a representative designated by a majority 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 alteration 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 there on, 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 to 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 the hands and seals of Robert E. Lohr and Phoebe T. Lohr, and Joseph Geeraert and Dorothy E. Geeraert, and witness the hand of Joseph Geeraert, President

of Geeraert Incorporated, a corporation, attested by Dorothy E. Geeraert, Secretary of said corporation, and its corporate seal hereto affixed this 8th day of September, A. D. 1943.

Witness: D. D. Lamond as to all Robert E. Lohr (Seal) Phoebe T. Lohr (Seal) Joseph Geeraert (Seal) Dorothy E. Geeraert (Seal)

Attest: Dorothy E. Geeraert Secretary Geeraert, Incorporated Maryland 1942 By: Joseph Geeraert, President

State of Maryland, County of Montgomery, ss:

I Hereby Certify that on this 8th day of September, A. D. 1943, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Lohr and Phoebe T. Lohr, his wife, and Joseph Geeraert and Dorothy E. Geeraert, his wife, and did each acknowledge the foregoing Declaration of Covenants to be their act and deed.

Witness my hand and notarial seal.

Donald D. Lamond Notary Public Montgomery County, Md.

State of Maryland, County of Montgomery, ss:

I Hereby Certify, that on this 8th day of September, A. D. 1943, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph Geeraert, President of Geeraert, Incorporated, and acknowledged the foregoing Declaration of Covenants to be the act and deed of said Geeraert Incorporated.

Witness my hand and notarial seal.

Donald D. Lamond Notary Public Montgomery County, Md.

EXAMINED [Handwritten signature]

At the request of Van Vleck Properties, Incorporated the following Deed was recorded September 9th, A. D. 1943 at 2:14 o'clock P. M., to-wit:-

This Deed, Made this 10th day of June, in the year of our Lord one thousand nine hundred and forty three, by and between Wiley Lee Wardrip and Katherine M. Wardrip, his wife, of parties of the first part, and Van Vleck Properties, Incorporated 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, Wiley Lee Wardrip and Katherine M. Wardrip, his wife, the said parties of the first part do grant and convey unto Van Vleck Properties, Incorporated, 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 Wiley Lee Wardrip and Katherine M. Wardrip, his wife, obtained from The Maryland Real Estate Co. by deed dated the 16th day of December, 1937, recorded in the Land

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 918, p. 0383, MSA\_CE63\_876. Date available 09/20/2005. Printed 04/13/2022.