

said indentures set forth, forever as to fee simple property or personal property owned absolutely, or until the expiration of any lesser estate, right, title or interest as to any other property; subject to the right, title, interest and estate of the said The Continental Trust Company, Trustee.

In Testimony whereof Consolidated Gas Electric Light and Power Company of Baltimore has caused these presents to be signed in its corporate name by its President, or a Vice-President, and its corporate seal to be hereunto affixed, duly attested by its Secretary or an Assistant Secretary, all as of the day and year first above written.

Attest: Consolidated Gas Electric Light and Power Company of Baltimore
Wm. Schmidt, Jr. Secretary By Herbert A. Wagner

Signed, sealed and delivered in the presence of: C.E. Wollman of Baltimore Incorporated June 20, 1906
Consolidated Gas Electric Light and Power Company of Baltimore President

State of Maryland, City of Baltimore, ss:

I hereby certify that on this 22nd day of March, 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Herbert A. Wagner, President of Consolidated Gas Electric Light and Power Company of Baltimore, and on behalf of the said corporation did acknowledge the foregoing instrument to be the act and deed of Consolidated Gas Electric Light and Power Company of Baltimore.

As Witness my hand and Notarial seal.

Doris Warfield

Doris Warfield

Notary Public

Notary Public

Baltimore,

Md.

Woh/loc
EXAMINED

*Del. to Suburban
Title Co
915-15th St. NW.
4/7/33.*

At the request of Loughborough Development Corporation the following Declaration was recorded April 7th A. D. 1933, at 1:27 o'clock P. M., to wit:-

This Declaration made this 27th day of March, 1933, by the Loughborough Development Corporation as the present owner of all of the land within the boundaries of the subdivision known as "Section 1, Westmoreland Hills," in Montgomery County, Maryland, as the same is platted and recorded in Plat Book No. 5, plat 444, one of the Land Records for said County:

Witnesseth, that Whereas for the purposes of: (First) 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 (second) facilitating the sale by the said Corporation, or its successors and assigns, of the land in said subdivision by reason of its ability to so assure such purchasers of such uniformity and protection against such depreciation and (Third) to make certain that said restrictions shall apply uniformly to all the lots in said subdivision to the mutual advantage of said corporation and all those who may in the future claim title through the said corporation; and

Whereas the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration by this Corporation as those to be imposed by this Instrument as aforesaid and the same have been printed on and made a part of forms for contracts of sale of lots to be used by said corporation and its agents;

Now, Therefore, Know All Men By These Presents That The Said Loughborough Development Corporation does hereby establish and impose upon all lots in said subdivision the following protective restrictions and covenants to be observed and enforced by itself as well as by all purchasers of land in said subdivision, to wit:

First: That said lot or lots shall be used exclusively for private dwelling-house purposes; that no improvements of any character shall be erected thereon, and none begun, nor any change made in the exterior design of such 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; the color scheme; the plans, specifications and details thereof, and the lot plan, showing the proposed location of the dwelling and driveways upon the lot, shall all have been approved in writing by the Loughborough Development Corporation, or its successors, and copies of said plans, specifications, and details, shall have been lodged permanently with said company.

Second: No outbuildings, except a private garage for the exclusive use of the owner, shall be erected, placed or suffered to remain upon said premises; nor shall such garage be erected, placed, or suffered to remain upon said premises, unless and until the size, type, cost, materials of construction, color scheme therefor, the plans and specifications for such structure, and the location of said garage upon the lot shall have been approved in writing by the said Loughborough Development Corporation; nor, unless the written consent of said company be first had and obtained, shall any such garage be erected, placed or suffered to remain upon said premises, nearer to the side lines of any adjoining lot than the side lines of the dwelling, except, however that where it would be impracticable to locate the garage upon said premises without violating the foregoing provisions, by reason of the dimensions of the lot, then said garage may be located thereon in such place as the Loughborough Development Corporation shall direct.

Third: No place of public entertainment, apartment house, flat, boarding house, nor building designed for the residence of more than one family, and no hotel, tavern, dance hall, or other resort, shall be erected, established, conducted maintained, or suffered to remain upon said premises.

Fourth: 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 the Loughborough Development Corporation, except that said company may not withhold such consent, if a written request has been made to it to permit such occupation, leasing, renting conveying, or alienation, signed by a majority of the owners of the lots which are subject to the same restrictions as the property hereby conveyed, and which adjoin or face said lot upon both sides of the street, or streets, and within a distance of five lots from the side lines thereof.

Fifth: It is hereby agreed and understood; that the rights herein reserved to the Loughborough Development Corporation shall pass with equal force and effect to, and inure to the benefit of its successors, but that, in the event the ownership and control of the rights hereby reserved pass from said company, 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 stock to other interests or otherwise, the provision for consents by the Loughborough Development Corporation herein provided for shall be deemed to sufficiently obtained, if obtained from a majority of the owners of said adjoining and facing lots as aforesaid in paragraph No. 4, and thenceforth the right to enforce restrictions in this section of this deed contained shall immediately pass to the owners of the said adjoining and facing lots as aforesaid in paragraph No. 4, and be exercised by the written consent of the majority of the owners holding title to said adjoining and facing lots.

Sixth: No nuisance, advertising sign, billboard, or other device shall be permitted, erected, placed, or suffered to remain upon said premises; nor shall the premises be used in any way for any purpose which may endanger the health, or unreasonably disturb the quiet, of any owner of the adjoining or adjacent land.

Seventh: No heating apparatus in, or for, any building upon the premises hereby conveyed, shall be fired and operated with anything other than smoke-free fuel unless such apparatus be equipped, operated and maintained with adequate devices that eliminate smoke.

Eighth: No line fence, or wall, of any kind shall be erected, placed, or suffered to remain upon said premises, unless and until the written consent of the Loughborough Development Corporation be first had and obtained therefor.

Ninth: Only one dwelling house shall be erected, placed, or suffered to remain upon the land hereby conveyed, unless the land shall be subdivided into smaller lots, but the land shall not be so subdivided unless and until the plat showing such proposed subdivision shall have been submitted to the Loughborough Development Corporation, and the written consent of said company for such subdivision has been first obtained. The Loughborough Development Corporation shall be the sole judge of whether or not such subdivision shall be permitted, and if the subdivision of said land is made, the protective covenants, herein contained, shall apply to each of the lots into which said land shall be subdivided.

Tenth: The Loughborough Development Corporation expressly reserves to itself, and its successors, the sole and exclusive right to establish grades and slopes on the land hereby conveyed and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same shall conform to a general plan.

Eleventh: No part of the land hereby conveyed shall ever be used, or

occupied by, or sold, demised, 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, which racial description shall be deemed to include Armenians, Jews, Hebrews, Persians, Syrians, Greeks, and Turks, except that this paragraph shall not be held to exclude partial occupancy of the premises by domestic servants of the grantee, his heirs or assigns.

Twelfth: The herein enumerated protective covenants shall apply only to lots in the above mentioned subdivision and shall run with the land, until the first day of September, 1952, 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 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.

Witness the corporate signature and seal of the said Loughborough Development Corporation.

Loughborough Development Corporation

By Albert W. Walker

President

Loughborough Development Attest:

Corporation Incorporated

Robert B. Smythe

Delaware 1923

Secretary

I hereby certify that the above instrument is executed in accordance with a Resolution duly adopted at a regularly called meeting of the Board of Directors of the Loughborough Development Corporation, and that the restrictions thereby imposed are those which by Resolution of said Board were duly and regularly accepted and adopted as those which should be imposed on the whole of the subdivision above referred to, and that all of the same duly appears in the Minute Book.

Robert B. Smythe

Secretary

Loughborough Development

Corporation Incorporated

Delaware 1923

District of Columbia, SS:

I, Hereby Certify that on this 6th day of April, 1933, before the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared Albert W. Walker, President of Loughborough Development Corporation, and did acknowledge the foregoing Declaration to be the act and deed of said corporation.

In Testimony Whereof, I have affixed my official seal this 6th day of April, A. D. 1933.

Mary G. Connell

Mary G. Connell

Notary Public

Notary Public, D. C.

District of

Columbia

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 547, p. 0142, MSA_CE63_505. Date available 09/20/2005. Printed 09/13/2022.