

advantages, to the same belonging or in anywise appertaining.

To Have and to Hold the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Paul Imirie and Olga M. Imirie, his wife, as Tenants by the Entirety, their heirs and assigns, in fee simple.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that they have done no act to encumber said land; subject to a deed of trust securing the principal sum of \$4000.00 which the grantees herein hereby assume and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Test:

John Imirie (Seal)

J. Milton Rowe, for both

Mary F. B. Imirie (Seal)

(Internal Revenue \$3.50)

Montgomery County, State of Maryland, SS.:

I Hereby Certify that on this fifteenth day of July, 1936, before the subscriber, a Notary Public in and for said Montgomery County, State of Maryland, personally appeared John Imirie and Mary F. B. Imirie, wife, and did each acknowledge the foregoing Deed, to be their respective act.

In Testimony Whereof, I have affixed my official seal this fifteenth day of July, A. D., 1936.

J. Milton Rowe

J. Milton Rowe

Notary Public

Montgomery

County, Maryland.

EXAMINED

MAILED TO
SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
10-16-36

At the request of Bannockburn Heights Improvement Company, the following Declaration of Covenants was recorded August 26th, A. D., 1936, at 12:50 o'clock, P. M., to wit:-

RESTRICTIONS IN BANNOCKBURN HEIGHTS

as imposed on the subdivision by

DECLARATION OF

Bannockburn Heights Improvement Company dated August 22, 1936, and recorded among the Land Records for Montgomery County, Maryland, in Liber No.... at folio.....

This Declaration Made this 7th day of August, 1936, by the Bannockburn Heights Improvement Company as the present owner of all land within the boundaries of the tract of land bounded on the North by River Road, on the West by

Cohasset Road, on the South by Bannockburn Golf Course, and on the East by Pyles Road in Montgomery County, Maryland, as the same is platted and recorded in Plat Book No. 10, plat 702, one of the Land Records for said County:

Witnesseth, that Whereas for the purposes of: (First) protecting the 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 Company, 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 company and all those who may in the future claim title through the said company; and

Whereas the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration by this company 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 company and its agents:

Now, Therefore, Know All Men By These Presents That The Said Bannockburn Heights Improvement Company 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 no apartment houses, flats, row of houses, stores and or theatres or places of business, shall be erected or constructed on the above described property and that all buildings or structures erected or constructed thereon shall be designed and used for the private residence of not more than one family except out-buildings for the exclusive use of owners of said property may be erected in connection with such residences; that before the erection or construction of any building or structure on the said property the plans and specifications thereof, together with the plans and specifications of the location of said buildings or structures including all out buildings, terraces and walls and the location of all driveways and walkways shall be first submitted to and approved in writing by the Bannockburn Heights Improvement Company, and that no change or alteration in the same shall be made without first obtaining the written consent of said Bannockburn Heights Improvement Company to such change or alteration.

✓ Second. That said property or any building or structure erected thereon, shall never be used or allowed to be used for manufacturing, mechanical, business hotel, tourist house, boarding house, theatre, night club, road house or entertainment purposes or for any other purpose which would be a nuisance or objectionable to the neighborhood.

Third. That no portion of any building or structure, including outbuildings, shall be erected or constructed within sixty (60) feet of the Street line, except on Selkirk Drive where such building or structure may be erected within Twenty-five (25) feet of the street line and except on Ayr Lane where such building or structure may be erected within forty (40) feet of the street line; that no such building or structure, including out-buildings, shall be erected within Fifteen (15) feet of the side lines of the above described property, unless the said Bannockburn Heights Improvement Company shall give its written consent to the erection or construction of such building or structure, including out-buildings, within a distance nearer than Fifteen (15) feet of the side lines of the above

described property.

Fourth. That no building or structure except out-buildings shall be erected or constructed upon said property at a cost of less than Six thousand dollars (\$6,000.00).

Fifth. That no sign, billboard or other similar device shall be erected, placed or maintained upon said property; nor shall said property or the building or structure erected thereon, be used in any manner so as to endanger the health and comfort of or unreasonably disturb the peace and quiet of any owner of the adjoining property or of the neighborhood.

Sixth. That no heating apparatus, in, or for, any building erected or to be erected upon said property, shall be fired or operated with anything other than smoke-free fuel, unless such apparatus be equipped, operated and maintained with adequate devices that eliminate smoke.

Seventh. That said property shall never 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 Jews, Hebrews, Persians, and Syrians, except that this paragraph shall not be held to exclude partial occupancy of the premises by domestic servants of any owners of the said property.

Eighth. That no re-subdivision of the said property, nor any division of the same, shall be made without the consent in writing of the Bannockburn Heights Improvement Company.

Ninth. That without the written consent of the Bannockburn Heights Improvement Company, not more than one such dwelling house or structure shall be erected or constructed upon the said property.

Tenth. That the covenants herein contained, except the covenants as to the erection of more than one dwelling house, contained in Item 9, above set forth shall apply and are hereby limited only to the tract of land bounded on the North by River Road, on the West of Cohasset Road, on the South of Bannockburn Golf Course, and on the East by Pyles Road, and shall not apply to or affect any other property now owned or which may hereafter be acquired by the Bannockburn Heights Improvement Company, and shall bind the parties hereto, their respective heirs and assigns, for a period of twenty years from the 7th day of August, 1936, provided, however, that any time a majority in number of the owners of the property in said tract may in writing duly signed and sealed by them and recorded in the Office of the Recorder of Deeds for Montgomery County, Maryland, abrogate and abolish or extend all or any one or more of the above mentioned covenants, provided said extension does not exceed a period of ten years from the expiration of said period of twenty years from the 7th day of August, 1936.

Eleventh. The Bannockburn Heights Improvement Company expressly reserves to itself, and its successors, and it is hereby granted the right, in case of any violation of any of the conditions or upon a breach of any of the covenants 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 and meaning of the provisions hereof as

interpreted by said Company and the Bannockburn Heights Improvement Company shall not by reason thereof be deemed guilty of any manner of trespassing for such entrance, abatement, or removal which shall be at the cost and expense of the owner of the property. Failure by the Bannockburn Heights Improvement Company to enforce any of the covenants of this Deed shall in no event be deemed a waiver of the right to do so thereafter, or of the covenant itself.

Witness the corporate signature and seal of the said Bannockburn Heights Improvement Company.

R. Laird Ord

Secretary

The Bannockburn Heights

Improvement Company

Incorporated 1917

Maryland

Bannockburn Heights Improvement Company

By Henry A. Lewis

President

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 Bannockburn Heights Improvement Company, 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.

R. Laird Ord

The Bannockburn Heights

Secretary

Improvement Company

Incorporated 1917

Maryland

State of New Jersey, County of Cape May, to wit:

I, Walter A. Dittrich, a Notary Public in and for the State of New Jersey, do hereby certify that on this 22nd day of August, 1936, Henry A. Lewis who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date on the 7th day of August, A. D., 1936, and hereto annexed, personally appeared before me in said State & County and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of Bannockburn Heights Improvement Company, the grantor therein.

Given under my hand and seal this 22nd day of August, A. D., 1936.

Walter A. Dittrich

Walter A. Dittrich

Notary Public of N. J.

Notary Public

My Commission expires Jan. 21st, 1940

Cape May County

N. J.