

privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Vincent J. Heffernan and Hazel B. Heffernan, 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 the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seal.

Test:

H. K. Winfield

Arthur Carnduff (Seal)

Betty Carnduff (Seal)

(Internal Revenue \$5.00)

District of Columbia, SS.:

I Hereby Certify that on this 4th day of August, 1936, before the subscriber, a Notary Public in and for said District of Columbia, personally appeared Arthur Carnduff and Betty Carnduff, his wife, and did each acknowledge the foregoing deed to be their respective act.

In Testimony Whereof, I have affixed my official seal this 4th day of August, A. D., 1936.

R. E. Read

Raymond E. Read

Notary Public, D. C.

Notary Public

District of

Columbia

EXAMINED

MAILED TO

SUBURBAN TITLE AND
INVESTMENT CORPORATION

925-15th ST. N. W.

WASHINGTON, D. C.

10-15-36

At the request of The Simpson-Peak Company the following Declaration of Covenants was recorded August 4th, A. D., 1936, at 2:57 o'clock, P. M., to wit:-

DECLARATION OF COVENANTS

This Declaration made this 23rd day of July, 1936, by The Simpson-Peak Company, a corporation, as the present owner of:

Lots numbered one (1) Fifteen (15) to Twenty (20), both inclusive in Block lettered A, lots numbered three (3) to nine (9) both inclusive in Block lettered B, in a subdivision known as "Section One, Westgate", Montgomery County, Maryland, as per plat recorded in Plat Book No. 3, Plat 640, one of the Land Records for said Montgomery County, and also being the lots conveyed in a certain deed from "Westgate, Inc." (a Maryland corporation), to "The Simpson-Peak Company" (a Maryland corporation), dated March 4, 1936, recorded among the Land Records of said Montgomery County, in Liber 618, at folio 344.

Witnesseth that Whereas for the purpose of assuring purchasers of certain lots in said subdivision that certain restrictions shall apply uniformly to all the said 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.

Now, Therefore, Know all Men By These Presents, that the said Simpson-Peak 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 the above described 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, including out-buildings, 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 cost, type and size thereof; the materials to be used in the construction; the color scheme; the plans, specifications and details thereof, the lot plan, showing the proposed location of the dwelling and driveways upon the lot, shall all have been approved in writing by The Simpson-Peak Company, or its successors, and copies of said plans, specifications, and details, shall have been lodged permanently with said Company.

Second that 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.

Third that it is hereby agreed and understood; that the rights, herein reserved to The Simpson-Peak Company, 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, or assignment of 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 consent by The Simpson-Peak Company herein provided for shall be deemed to be sufficiently obtained, if obtained from a majority of the owners of adjoining and facing lots, and thenceforth the right to enforce restrictions in this section of this deed contained shall immediately pass to the owners of the adjoining and facing lots and be exercised by the written consent of the majority of the owners holding title to said adjoining and facing lots.

Fourth that no nuisance, advertising sign, bill board, or other device shall be permitted, erected, placed, or suffered to remain upon said premises, or unreasonably disturb the quiet, of any owner of the adjoining or adjacent land.

Fifth that 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 Simpson-Peak Company, be first had and obtained therefor.

Sixth that 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 Simpson-Peak Company and the written consent of this Company for such subdivision has been first obtained. The Simpson-Peak Company 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.

Seventh that The Simpson-Peak Company 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.

Eighth that 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, 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.

Ninth that 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 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, unless and until the written consent of The Simpson-Peak Company, be first had and obtained therefor, 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.

Tenth that the herein enumerated protective covenants shall apply only to the certain 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.

Eleventh that the said Simpson-Peak Company, shall not be liable, either at law or in equity to any person, firm, or corporation whatsoever, for or on account of, the manner of the exercise of the judgment and discretion hereby reserved to it, or for any matter, act, failure to act, thing or circumstance, resulting therefrom.

Witness the corporate signature and seal of The Simpson-Peak Company.

Attest:

Donald D. Simpson

Secretary

The Simpson-Peak Com-
pany Corporate Seal

1933 Maryland

The Simpson-Peak Company

By: Louis F. Peak

Vice-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 Simpson-Peak Company and that the restrictions hereby 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.

Donald D. Simpson

Secretary

District of Columbia, SS:

I Hereby Certify that on this 31st day of July, 1936, before the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared Louis F. Peak, Vice-President of The Simpson-Peak Company, 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 31st day of July, 1936.

Raymond G. Koenig

Notary Public

District of

Columbia

Raymond G. Koenig

Notary Public, D. C.

My Commission Expires May 1, 1941

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

At the request of John E. Kreis and Emilie C. Kreis, the following Deed was recorded August 4th, A. D., 1936, at 2:58 o'clock, P. M., to wit:-

This Deed, Made this 27th day of July, in the year one thousand nine hundred and thirty-six, by and between The Simpson-Peak Company (a Maryland Corporation), party of the first part; and John E. Kreis and Emilie C. Kreis, his wife, parties hereto of the second part:

Witnesseth, that for and in consideration of the sum of Ten (10) Dollars, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said parties of the second part, as Tenants by the Entirety, in fee simple, the following described land and premises, situate in the County of Montgomery, State of Maryland, and known and distinguished as

Lot numbered Five (5) in Block lettered "B", in a subdivision known as "Section One - Westgate", as per plat recorded in Plat Book No. 8, plat 640, one of the Land Records for said Montgomery County.

Together with all and singular the ways, easements, rights, privileges, and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, claim, either at law or in equity, or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.

And the said party of the first part covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said land as may be requisite or necessary.

In Testimony Whereof, the said The Simpson-Peak Company hath on the 27th day of July, A. D., 1936, caused these presents to be signed by Louis F. Peak, its Vice-President attested Donald D. Simpson, its Secretary, and its corporate seal to be hereunto affixed; and doth hereby appoint Louis F. Peak its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

Attest:

Donald D. Simpson

The Simpson-Peak Company

By Louis F. Peak