

Lot numbered Four (4) in Block lettered "D" Section One (1) Glenmont Heights as recorded in Plat Book 6, Folio 533, one of the Land Records of Montgomery County, Maryland.

Together with the building and improvements thereupon, erected, made, or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

To Have and to Hold the 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 Jack Sinopoli, his heirs and assigns forever 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 party of the second part shall quietly enjoy said land; that they have done no act to encumber said land; and that they will execute such further assurances of said land as may be requisite.

Witness our hands and seals.

Test:

Joseph E. Smith (Seal)

Lucile Laws

S. Dewey Gottlieb (Seal)

State of Maryland, County of Montgomery, SS:

I Hereby Certify that on this 29th day of September, 1936, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph E. Smith and S. Dewey Gottlieb, and did each acknowledged the foregoing deed to be their act.

In Testimony Whereof, I have affixed my official seal this 29th day of September, A. D. 1936.

Lucile Laws

Lucile Laws

Notary Public

Silver Spring Md.

XIB

EXAMINED

MAILED TO  
SUBURBAN TITLE AND  
INVESTMENT CORPORATION  
923-15th ST. N. W.  
WASHINGTON, D. C.  
3-16-37.

At the request of Loughborough Development Corporation the following Declaration was recorded January 11th, A. D. 1937, at 2:04 o'clock, P. M., to wit:-

This Declaration, Made this 25th day of November, 1936, by the Loughborough Development Corporation (a Delaware Corporation), Witnesseth that

Whereas the said Loughborough Development Corporation is the owner of certain land situate, lying and being in Montgomery County, Maryland, being part of the land conveyed to the said Loughborough Development Corporation by Allen E. Walker and wife, by deed dated July 20, 1923, and recorded in Liber No. 338 at folio 13, of the Land Records of Montgomery County, Maryland, and



Whereas, the said Loughborough Development Corporation has subdivided a portion of the above described land into certain lots, blocks, streets, etc. as per plans thereof duly approved by the Maryland-National Capital Park and Planning Commission, being known as "Plat of Lots 11 to 21, inclusive, Block 2, Lots 7 to 17, inclusive, Block 3, Section 1, Westhaven", as shown on plat recorded in Plat Book No. 10, plat 749, one of the Land Records for said Montgomery County, and

Whereas for the purpose 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 form for contracts of sale of lots to be used by said Corporation and for 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 proposed subdivision of the above described land 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 the 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 located 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. (The intent of this restriction is that it shall not apply to any person, persons, or corporation, claiming title or possession by, under or thru any bona fide mortgages or deeds of trust, to any portion of the land hereby affected.)

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 be sufficiently obtained, if obtained from a Majority of the owners of said adjoining and facing lots, as aforesaid in paragraph No. 4, and thence forth 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 anyway 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 a 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 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/ 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 carved from the above described property and shall run with the land, until the 1st day of December, 1954, 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.

Attest:

Robert B. Smythe

Secretary

Loughborough Development

Corporation Incorporated

1923 Delaware

Loughborough Development Corporation

BY Albert W. Walker

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 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 land above referred to, and that all of the same duly appears in the Minute Book.

Robert B. Smythe

Secretary

Loughborough Development

Corporation Incorporated

1923 Delaware

District of Columbia, SS:

I Hereby Certify that on this 25th day of November, 1936, before the subscriber, a Notary Public in and for the District 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  
25th day of November, 1936.

Mary G. Connell  
Mary G. Connell  
Notary Public  
District of  
Columbia

B/K  
EXAMINED  
MAILED TO  
SUBURBAN TITLE AND  
INVESTMENT CORPORATION  
925-15th ST. N. W.  
WASHINGTON, D. C  
3-16-37.

At the request of Westhaven Development Corporation, the  
following Deed was recorded January 11th, A. D. 1937, at 2:05  
o'clock, P. M., to wit:-

This Deed, Made this 9th day of January, in the year one thousand  
nine hundred and Thirty-seven, by and between Loughborough Development Corporation (a Delaware  
Corporation), party of the first part, and Westhaven Development Corporation (a Delaware  
Corporation), party 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 party of the second part, in fee simple, the following described land and  
premises, situate in the County of Montgomery, State of Maryland, and known and distinguished  
as

Lots numbered Fourteen (14) and fifteen (15) in Block numbered Two (2)  
in a subdivision known as "Section 1 - Westhaven", as per plat recorded in plat book No. 10,  
plat 749, one of the Land Records for said Montgomery County.

Subject to restrictions and covenants imposed by Declaration of  
Loughborough Development Corporation dated November 25, 1936, and duly recorded among the Land  
Records of said County prior hereto.

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, and 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 Loughborough Development Corporation  
hath on the 9th day of January, A. D. 1937, caused these presents to be signed by Albert W.  
Walker, its President, attested by Robert B. Smythe, its Secretary, and its corporate seal to  
be hereunto affixed, and doth hereby appoint Albert W. Walker, its true and lawful attorney  
in fact to acknowledge and deliver these presents as its act and deed.

Attest:

Robert B. Smythe

Secretary

Signed, sealed and delivered

Loughborough Development Corporation

By Albert W. Walker

President