

In Testimony Whereof, I have affixed my official seal this 1st day of
December A. D. 1934.

Mary G. Connell

Mary G. Connell

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.
2-4-35

At the request of Loughborough Development Corporation the following

Declaration was recorded December 10th A. D. 1934, at 2:14 o'clock

P. M. to-wit:-

This Declaration, Made this 5th day of December 1934, by the Lough-
borough 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 Loughborough Development Corporation by Inland Realty Company by deed dated July
27, 1925, recorded in Liber No. 382, at folio 65, of the Land Records for said Montgomery
County, 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 Blocks 7 and 8, Section 1, Westmoreland Hills" and which is about to be
recorded among the Land Records of said 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 Corp-
oration, 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 depreciat-
ion 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 con-
tracts of sale of lots to be used by said Corporation and its agents:

Now, Therefore, Know all men by these presents that the said Lough-
borough 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 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. (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 thereby 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, and 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 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 carved from the above described property 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.

Attest:

Mary G. Connell

Loughborough Development Corporation

By Albert W. Walker

President

Attest: Loughborough Development
 Robert B. Smythe Corporation, Incorporated
 Secretary Delaware, 1923.

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 S. Smythe
 Secretary
 Loughborough Development
 Corporation, Incorporated
 Delaware, 1923.

District of Columbia, SS:

I Hereby Certify that on this 5th day of December, 1934, 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 5th day of December A. D. 1934.

Mary G. Connell
 Notary Public, D. C.
 Mary G. Connell
 Notary Public
 District of
 Columbia

EXAMINED

MAILED TO
 SUBURBAN TITLE AND
 INVESTMENT CORPORATION
 925-15th ST. N. W.
 WASHINGTON, D. C.
 2-4-35

At the request of The Simpson-Peak Company the following Deed was recorded December 10th A. D. 1934, at 2:15 o'clock P. M. to-wit:-
 This Deed, Made this 5th day of December A. D. 1934, by and between

Loughborough Development Corporation (a Delaware Corporation), party of the first part, and
 The Simpson-Peak Company (a Maryland 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 parts of a tract called "Friendship", being part of the land which was conveyed to Loughborough Development Corporation by Inland Realty Company by deed dated July 27, 1925, and recorded in Liber No. 382, at folio 65, of the Land Records for said County, the portions thereof hereby intended to be described are to be known as Lots 1 and 2, Block 7, and Lots 2 and 3, Block 8, as shown on unrecorded plat of Blocks 7 and 8, Section 1,