

Lola E. Atwood  
 Notary Public  
 Rockville, Montg.  
 Co., Md.

*HP*  
 EXAMINED

Mailed to: At the request of Herbert R. Weston and Lily C. Weston the following Deed

*Herbert R. Weston*  
*907 - Nistare*  
*Silver Spring*  
*Md. 8-16-28*

was recorded June 30th, A.D. 1928, at 11:45 o'clock A.M. to wit:-  
 This Deed Made this 13th day of October, in the year one thousand nine hundred and twenty-seven, by and between Blair Development Corporation, a corporation organized and existing under the laws of the State of Virginia, party of the first part, and Herbert R. Weston and Lily C. Weston, his wife, Tenants by the entirety, Silver Spring, Maryland, parties of the second part.

Witnesseth, that in consideration of Ten Dollars the said party of the first part does grant and convey unto the said Herbert R. Weston and Lily C. Weston parties of the second part, their heirs and assigns, in fee simple, all that piece or parcel of ground, situate, lying and being in Montgomery County, State of Maryland, and being described as follow to wit:

Lot Twelve (12) in Block "C-2" as shown and designated on Plat of re-subdivision of Block "C", Section 1, "Blair", into Blocks "C-1", and "C-2", made by J.B. Sinclair, Jr. Civil Engineer, and duly recorded November 20, 1923 in Plat Book #3, page 267, one of the Land Records of said Montgomery County, to which Plat reference is here made.

Together with 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 said piece or parcel of ground and premises above mentioned, and hereby conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging, or appertaining unto, and to the only use, benefit and behoof forever of the said parties of the second part, their heirs and assigns.

And the said parties of the second part, for their heirs and assigns, do hereby covenant and agree to and with the said party of the first part, its successors and assigns, as a part of the consideration for this deed as follows:

First: That neither the said parties of the second part, nor their heirs or assigns, shall or will erect or permit upon any portion of said premises any building except a detached dwelling house for one family only, nor of less cost than four thousand (\$4,000.00) dollars, unless plans be approved in writing by said party of the first part.

Second: That neither the said parties of the second part, nor their heirs or assigns, shall or will erect or permit more than one such dwelling house on less than 40' frontage.

Third: That neither the said parties of the second part, nor their heirs or grantees shall or will manufacture, or sell, or cause, or permit to be manufactured or sold, on any portion, of the premises hereby conveyed, any goods, wares or merchandise of any kind, and will not carry on, or permit to be carried on, on any part of said premises any trade or

business whatsoever, except on Brookville Pike and Selim Drive to Lot 25 in Block H. and New York Avenue, and Lot 25 in Block B.

Fourth: That neither the said parties of the second part, nor their heirs or assigns, shall or will permit upon any portion of the said premises any building or part of building except at the steps within twenty feet (20') of the property lines on Gist Avenue and Blair Court.

Fifth: For the purpose of sanitation and health, neither the said parties of the second part, nor their heirs or assigns, shall or will sell or lease the said land to any one of a race whose death rate is at a higher percentage than that of the white race.

Sixth: These covenants to run with the land and to be construed as covenants running with the land until the first day of January, nineteen hundred and fifty, when they shall cease to terminate.

Seventh: That the said Blair Development Corporation reserves the right to enter along the back line thereof to instal and maintain, or license others to install, wires and apparatus above or below the ground for gas, electric light and telephone service for general use.

And the said party of the first part covenants that it will warrant specially the property hereby conveyed; that it is seized of the land hereby conveyed; that it has a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that it has done no act to encumber said land; and that it will execute such further assurances of said land as may be requisite.

In Testimony whereof, the said party of the first part has caused its corporate name to be subscribed hereunto and its corporate seal to be hereunto affixed on the day and year first hereinbefore written.

Witness: Blair Development Corporation

Albert A. Jones By Chas. W. Hopkins

Attest: President

M.K. Armstrong  
Secretary

Blair Development Corporation

Chartered 1922  
Newport News, Va.

District of Columbia, to wit:

I hereby certify that on this 13 day of October, 1927, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared Chas. W. Hopkins, President of the Blair Development Corporation a corporation, and did acknowledge the foregoing Deed to be the act and deed of the said corporation.

In Testimony whereof, I have set my hand and affixed my official seal thereunto this 13th day of October, 1927.

Albert Allen Jones

EX  
M  
Br  
Inc  
W  
9-17