

EXAMINED
Mailed to
Grantee
Silver Spring
Md.
8-16-72

At the request of H. H. Howlett and Lina W. Howlett the following deed was recorded June 23 A.D. 1922 at 9:09 o'clock A. M. to wit:-

This Deed, made, this 15th day of June, in the year one thousand nine hundred and twenty two, 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 H. H. Howlett & Lina W. Howlett his wife, of 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 H. H. Howlett & Lina W. Howlett party of the second part their heirs and assigns, in fee simple, all those pieces or parcels of ground, situate, lying and being in Montgomery County, state of Maryland, and being described as follows, to wit:-

Lots six (6) and seven (7) in block A. as shown and designated on map or plat of "Blair", made by J. B. Sinclair, Civil Engineer, and duly recorded June 7, 1922, in plat book No 3, plat no. 229, 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 pieces or parcels 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 (\$4000.00) 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 said lot 6 or lot 7.

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 the steps within twenty feet (20') of Blair road.

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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PBR 318, p. 0237, MSA_CE63_276. Date available 10/14/2005. Printed 09/12/2022.

cease to terminate.

Seventh: That the said Blair development Corporation reserves the right to enter along the back line thereof to install 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.

Eighth: It is agreed that the vendor will keep up the streets and ways upon the property until January 15th, 1923 and on that date the property owners shall meet and if a majority of the said owners desire to form an association to enforce restrictions for the upkeep of the park spaces, streets and ways, maintain street lights, and other improvements, then an association may be formed for this purpose by a vote of a majority of the property owners.

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.

19 Blair Development Corporation,

Witness.....

By: Chas. W. Hopkins,

Attest:

President.

V. B. Jones, Secretary

Blair Development Corporation

NewPort News, Va.

Chartered, 1922.

(Internal Revenue \$2.50)

State of Maryland, County of Montgomery to wit:-

I hereby certify that on this 15 day of June 1922, before the subscriber a Notary Public in and for the county of Montgomery, state of Maryland, personally appeared Chas. W. Hopkins, President of the Blair Development 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 hereunto this 15 day of June 1922.

Nellie J. Sawyer

Nellie J. Sawyer

Notary Public

Notary Public

My Commission expires May 5, 1924.

Montgomery Co, Md.

EXAMINED
Relined to
C.F. Owens
8-16-22