

EXAMINED

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At the request of Margaret Herrmann the following Deed was recorded  
February 9th, A.D. 1923 at 10.12 o'clock A.M. to wit:-

Del. to

B. J. Owens

## DEED

4-6-23. This Deed, Made this first day of February in the year one thousand nine hundred and twenty three, by and between Woodside Development Corporation, a corporation organized and existing under the laws of the State of Virginia, party of the first part and Margaret Herrmann of Washington, D.C. party 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 Margaret Herrmann party of the second part, her 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 3,4 and 5 in Block E, as shown and designated on Map or Plat of "Woodside Park", made by James H. Starkey, Civil Engineer, and duly recorded January 30, 1923, in Plat Book No. 3, Plat No. 244, 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 party of the second part, her heirs and assigns.

- And the said party of the second part, for her heirs and assigns, does 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:

A: That neither the said party of the second part, nor her 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 Six Thousand Dollars (\$6,000.00), unless plans be approved in writing by said party of the first part.

B: That neither the said party of the second part, nor her heirs or assigns, shall or will erect or permit more than one such dwelling house on each parcel of land fifty feet in width by the depth of plot shown on map.

C: That neither the said party of the second part, nor her heirs or assigns, 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, nor permit to be carried on on any part of said premises any trade or business whatsoever.

D: That neither the said party of the second part, nor her heirs or assigns, shall or will permit upon any portion of the said premises any residence or part of residence within forty feet of the front property line, except the steps thereof, and will not erect or permit on said premises, any outhouses, garage or

stable within forty feet of Alton Parkway Street.

E: For the purpose of sanitation and health, neither the said party of the second part, nor her 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 the white race.

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

G: It is agreed that the vendor will keep up the Streets and Ways upon the property until January 15th, 1924, 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 party 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.....

418 Woodside Development Corporation,

By Chas. W. Hopkins

President.

Woodside Development Corporation. Chartered 1922, New Port News, Va.

Attest:

M.K. Armstrong, Secretary.

(Internal Revenue \$9.00)

District of Columbia,

I hereby certify that on this first day of February 1923, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared Chas. W. Hopkins, President of the Woodside 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 hereunto this first day of February 1923.

Helen F. Ingersoll

Notary Public, D.C.

Helen F. Ingersoll Notary Public District of Columbia.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PBR 328, p. 0085, MSA\_CE63\_286, Date available 01/31/2011, Printed 09/13/2022