

District of Columbia, ss:-

I hereby certify that on this 8th day of October 1923 before the subscriber a Notary Public personally appeared Alexander R. Kennedy and Lina Kennedy his wife and did each acknowledge the foregoing deed to be their act.

In testimony whereof I have affixed my official seal this 8th day of October A.D. 1923.



M. H. Schofield  
Notary Public D.C.

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406 411

AT the request of George L. Tarbell and Mary L. Tarbell the following deed mailed to  
Grantee was recorded October 12th A.D. 1923 at 11:47 o'clock A.M. to wit:-  
226-2nd St. N.E.  
Wash D.C.  
12-20-23.

DEED

This deed made this 8th day of October 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 George L. Tarbell and Mary L. Tarbell his wife of 226-2nd street N.E. Washington D.C. 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 George L. Tarbell and Mary L. Tarbell 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 follows, to wit:

Lot 3 in block N 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 piece or parcel of ground and premises above described 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 apart of the consideration for this deed as follows:

A: 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 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 there 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 <sup>shown</sup> <sub>A</sub> on map.

C: That neither the said party of the second part nor their 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 parties of the second part nor there heirs or assigns shall or will permit upon any portion of the said premises any residence <sup>or part of residence</sup> within forty feet of the front property line except the steps thereof, and will not erect or permit on said premises any out houses garage or stable within forty feet of Crosby Road.

E: For the purpose of sanitation and health neither the said party 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 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 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: Thelma Peacock

Attest:

M. K. Armstrong  
Secretary

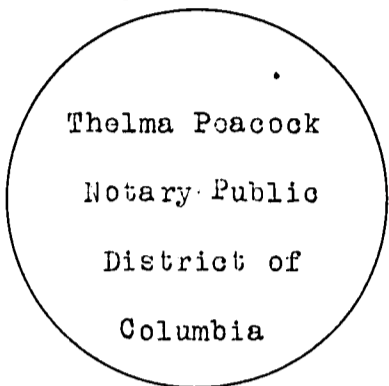
438 Woodside Development Corporation  
By: Charles W. Hopkins  
Woodside Development Corporation, Chartered 1922  
New Port News, Va.

(Internal Revenue \$5.00)

District of Columbia, ss:-

I hereby certify that on this 8th day of October 1923, before the subscriber a Notary Public in and for the District of Columbia, personally appeared Charles 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 8th day of October 1923.



Thelma Peacock  
Notary Public D.C.

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AT THE Request of Thomas J. Marsden <sup>284</sup> the following deed was recorded October 12th A.D. 1923 at 2:00 o'clock P.M. to wit:-

This deed made this eighth day of October in the year nineteen hundred and twenty three by Harry C. Fleming and Ruth V. Fleming, his wife, of Montgomery County in the State of Maryland.

Witnesseth that for and in consideration of the sum of ten dollars, and divers other good and valuable considerations us thereunto moving we, the said Harry C. Fleming and Ruth V. Fleming his wife, do grant and convey unto Thomas J. Marsden all that lot piece or parcel of land, situate lying and being in Montgomery County in the State of Maryland which is known and distinguished as and being the east one half of lot numbered forty one in a subdivision of land in said county known as and called "Kensington Heights" as laid down and described upon a plat of said subdivision formerly recorded among the land records of said county in liber J.A. No. 34 folio 157 and now recorded in plat book B, plat 41 being the same land which was conveyed to the said Harry C. Fleming and Ruth V. Fleming, his wife, by Suburban Home Company, a corporation, by deed dated the first day of November in the year nineteen hundred and twenty two and duly recorded among the said land records in liber No. 310 folio 343.

Excepting therefrom, however all that portion thereof which was conveyed by the said Harry C. Fleming and wife to John R. Huffman and Martha A. Huffman his wife, by deed dated the fourth day of December in the year nineteen hundred and twenty two and duly recorded among the said land records in liber No. 324 folio 133.

Together with all and singular the buildings and improvements thereon and all the rights roads, ways waters privileges advantages easements, and appurtenances to the sum belonging or in anywise thereunto appertaining.

And we, the said Harry C. Fleming and Ruth V. Fleming, his wife, covenant to