B. That no goods wares or merchandise of any kind shall be manufactured sold or caused to be manufact red or sold, on any portion of the land or premises hereby conveyed, nor can any portion of said land or premises be used for the carrying, on or conducting of any trade or business whatsoever.

C: For the purpose of sanitation and health neither the said party of the second part nor his heirs or assigns shall or will sellor lease the said land or premises to any one of a race whose death rate is at a higher percentage then the white race.

D: 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.

E: It is agreed that the vendor will keep up the street and ways upon the property until January 15, 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 amajority of the property owners".

To the performance of the covenants and conditions herein contained the said parties mutually bind themselves their heirs and assigns.

In witness whereof, the said vendor has caused its name to be hereunto signed and its seal to be affixed and attested by its officers in that behalf duly authorized and the said vendees have hereunto set their hands and seals this day and year first above written.

Attest:

.....

Secretary

Henry A. Lepper Georgie H. Lepper

(No. Seal)

3 Armstrong Development Corporation
By: Claude B. Mayo

President

KANKAMINEL

railrailed to In In Y. Schulze 38-338-3rd St. n. w. D.le At the request of John G.Schulze the following deed was recorded July 29th A.D. 1925 at 2:35 o'clock P.M. to wit:0

This deed made this 27th day of July in the year 1925, by and between

the A.J. Watkins Realty Coporation a corporation of the state of Maryland, party of the first part, and John G. Schulze, party of the second part.

Witnesseth, that in consideration of the sum of ten dollars the

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- 12-- 1

party of the first part does grant and convey unto the party of the second part, in fee simple, his heirs and assigns, all those certain pieces or parcels of land situated in Montg omery County, State of Maryland, and more particularly described as and being lots numbered fifteen (15) sixteen (16) and seventeen (17) in block numbered sixteen (16) section two (2) of a subdivision known as "Brookmont" as per plat thereof duly recorded among the land records of said county in plat book No. 4 page 305;

Together with the rights, ways, easements privileges, and appurtenances there unto belonging;

Subject however to the following donditions and restrictions which are hereby declared to be covenants running with the land and to bind the party of the second part, his heirs and assigns, and form a part of the consideration paid for said property which conditions are for the benefit of all other purchasers of lots in said subdivision and shall be in law and equity for his her or their benefit.

approved in writing by the Company no house, of the flat roof type shall be erected no house shall be erected on Broad street and Maryland Avenue on a plot with a frontage of less than fifty (50) feet; on other streets not less than forty (40) feet or to project within less than twenty five (25) feet of any street except all those lots west of Ridge Drive which shall be twenty feet; or less than eight (8) feet of side line of lot or plot on which erected. The minium cost of any dwelling erected shall be thirty five hundred (\$3,500) dollars except on Potomac Road and Valley Road which will permit the erection of less expenseive homes to be used for summer camps. No other building than a dwelling shall be erected except pursuant to a waiver signed by the A.J. Watkins Realty Corporation, or its successors, setting forth location and construction, which wisver for stable or garage will not be granted until dwelling is completed.

- at any time to install and maintain or license others to install and maintain wires and apparatus above or below the ground for electriclight or telephone or both for general use.
- 3. At no time shall there be kept on the above described property any cattle, swine horses or other live stock for breeding or market purposes; chickens to be enclosed on owner's property.
- 4. At no time shall the above described lot, or any part thereof, or any build ing thereon be sold, leased or transferred to, or occupied by any negro or person of negro descent. This provision, however, not to include occupancy by servants or any employee of owner or occupant of said lot.
- 5. No fence other than a hedge shall project beyond the front building line as stated herein .

And the party of the first part covenants that it will warrant specially the property hereby conveyed and execute such other and further assurances as may be necessary or requisite.

Witness the seal of the said corporation and the signature of A.J. Watkins its President, attested by M.H. Eisel, its secretary, the day and year above written.

Attest:

M.H. Eisel Secretary A.J. Watkins

President

A.J. Watkins Realty Corporated oration, Incorporated 1922, Maryland

(Internal Revenue \$0.50)

State of Maryland, Baltimore City, ss:-

I hereby certify that on this 27th day of July in the year 1925, before me, the subscriber a Notary Public of the state of Maryland in and for Baltimore City aforesaid, personally appeared A.J. Watkins President of the A.J. Watkins, Realty Corporation party to the aforegoing and annexed deed and acknowledged the said deed to be the act and deed of the A.J. Watkins Realty Corporation.

Witness my hand and notarial seal.

Marie H. Eisel

Notary Public

Baltimore, Md.

Marie H. Eisel

Notary Public

Commision Expires May 2nd, 1927

Delivered to I. B. Welsh

10-8-25

AT the request of Emily T. Cashell the following deed was recorded July 29th A.D. 1925 at 3:32 o'clock P.M. to wit:-

This deed made this thirteenth day of July in the year nineteen hundred and twenty five, by Benjamin F.Adams and Henrietta M. Adams, his wife, witnesseth:

That for and in consideration of the premises and the sum of ten (\$10) dollars, we the said Benjamin F.Adams, and Henrietta M. Adams, his wife, do hereby grant

dollars, we the said Benjamin F.Adams, and Henrietta M. Adams, his wife, do hereby grant unto Emily T.Cashell, all those two certain tracts of land situate lying and being in Montgomery County, in the state of Maryland, as follows:

Tract No. . . pat of a tract of land called "Rubbish" containing nine

(9) acres ofland more or less, and being the same land which was conveyed to the said

Benjamin F.Adams, by Cornelia Riggs Truesdale and Julius A.Truesdale, her husband,

and the Savings Institution of Sandy Spring, Maryland, by deeddated June the twenty fifth,

nineteen hundred and four, and of record in liber No. 178 at folio 217 of the land

records of Montgomery County, Maryland, to which deed and the deed therein mentioned

reference is hereby made for a more full and particular description of the land hereby

conveyed.

Tract No. 2 All that part of a tract of land called "Rubbish" situate lying and being in said Montgomery County, Maryland containing six (6) acres of land more or less, which was conveyed to the said Benjamin F.Adams by Clarence D. Kefauver and Olive P. Kefauver his wife, by deed dated the twentieth day of February in the year nineteen