EXAMINED
Mailed to: - J. H. Welsh
710-14 th St. N.W.

At the request of John F. Clarke, and Katherine A. Clarke, the fillowing Deed was recorded February 2nd., A. D., 1933 at 10:34 o'clock A. M., to wit:

Wash 8.8. This Deed made this 30th day of January, in the year nineteen hundred 4/3/35 and thirty-three, by the North Washington Realty Company, a corporation, incorporated under the laws of the State of Delaware;

Witnesseth: that for and in consideration of the sum of Ten Dollars and divers other good and valuable considerations them thereunto moving, the said North Washington Realty Company does grant and convey unto John F. Clarke and Katherine A. Clarke, his wife, all that certain piece or parcel of land, situate, lying and being in Montgomery County, in the State of Maryland, which is described as follows:

"Lots numbered Seven (7), Eight (8), and Nine (9), in Block lettered
"E", in a subdivision of land in said County which is known as and called Highland View of
Sligo Park, Section Three, as laid down and described upon a plat of said subdivision which
was duly approved by the Maryland National Capitol Park and Planning Commission on January 19,
1933, but not yet recorded among the land records of said County.

Together with all and singular the improvements thereon, and all the rights, roads, waters, ways, easements, privileges and appurtenances to the same belonging or in anywise thereunto appertaining, subject, however to the following covenants and restrictions, to be taken as running with the land and which are hereby accepted by the grantee hereunder:

- (1) The building lines of this subdivision are to be the same as those set forth upon a plat of said subdivision which was duly approved by the Maryland National Capitol Park and Planning Commission on January 19, 1933, and which is to be recorded among the Land Records of Montgomery County.
- (2) For purposes of sanitation and health, this property can not be sold transferred or rented to a member of a race whose death rate is greater than that of the white race or to a member of the Negro race.
- (3) That neither the purchasers nor their heirs or assigns shall or will erect or permit to be erected more than one single family dwelling and the necessary garage therefor, on any lot in said subdivision.
- (4) The North Washington Realth Company specifically reserves the right to approve or disapprove the exterior design of the dwelling and garage, as well as the locations therefor, to be built on any lot in this subdivision, and the purchasers herein and/or their heirs or assigns, specifically agree that they will not start construction or the foundation of a dwelling or garage on the lot or lots purchased herein without the written approval of the North Washington Realty Company of the exterior design of such improvements and the location therefor on the lot or lots purchased herein. This covenant is to be in force until January 1, 1952.
- (5) Said dwelling shall contain not less than 18,000 cubic feet and the labor and material cost to construct same is to be not less than \$5,000 for dwellings built on any corner lot fronting on Flower Avenue; for any lot fronting on Flower Avenue, other than a corner lot, the cost is to be not less than \$4,500; for any other corner lot in this subdivision the cost is to be not less than \$4,500; for all other lots the cost is to be not less

than \$4,000; excepting in so far as the provisions of this restriction may be waived in writing by the North Washington Realty Company or some person or corporation designated by said North Washington Realty Company to act for it.

(6) That neither the purchasers, nor their heirs or assigns, shall or will manufacture or sell, or cause or permit to be manufactured or sold on any protion 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.

And the said North Washington Realty Company, Inc., covenants that it will warrant specially the lands and premises hereby conveyed and that it will execute such further or other assurances as may be necessary or requisite the better to convey the same as aforesaid.

In witness whereof the said North Washington Realty Company, Inc, has caused these presents to be signed by E. Brooke Lee, its President, its corporate seal to be hereto attached, and the same attested by John B. Sterling, its Secretary.

Attest:

North Washington Realty Company, Inc.

John B. Sterling

By E. Brooke Lee

Secretary.

President

North Washington Realty Co.

Incorporated, 1923

Delaware, Seal

(Internal Revenue \$0.50)

State of Maryland, Montgomery County, to wit:

I hereby certify that on this 30th day of January, A. D., 1933, before me, the subscriber, a Notary Public, in and for the State and County aforesaid personally appeared E. Brooke Lee, President of the North Washington Realty Company, Inc., and acknowledged the aforegoing and annexed deed to be the act and deed of said body corporate.

Given under my hand and seal this 30th day of January, A. D.,

1933.

Walter L. Funderburk

Walter L. Funderburk

Notary Public

Notary Public

Montgomery

County, Md.

mrs. Leola m. 7 ox

At the request of Leola M. Fox, the following Deed was recorded

February 2nd., A. D., 1933 at 10:43 o'clock A. M., to wit:

Box 73 Route 5 This Deed made this third day of January, in the year nineteen Rockville, Ind.

hundred and thirty-three, by Sarah E. Johnson Ricks and Perry Ricks, her husband,

witnesseth: