

350 B
EXAMINER

MAILED
SUBURBAN 1
INVESTMENT O
925-15th ST
WASHINGTON
8-16-38

At the request of Robert C. Owers and Gertrude H. Owers, the following
Deed was recorded June 6th, A. D. 1938, at 2:26 o'clock, P. M. to wit:
This Deed, made this 14th day of May, A. D. 1938, by and between
Chesapeake-Chamberlain Development Co. (a corporation duly organized and existing under and
by virtue of the Laws of the State of Delaware), acting herein pursuant to a Resolution
of its Board of Directors, party of the first part, and Robert C. Owers and Gertrude H.
Owers, his wife, of Montgomery County, Maryland, parties of the second part:-

Witnesseth, That the said party of the first part, in consideration
of Ten Dollars and other valuable considerations to it ~~in hand~~ paid by the said parties
of the second part, receipt whereof before the delivery of this Deed is hereby acknowledged,
do hereby grant and convey unto the said parties of the second part, as Tenants By Entirety,
to their heirs and assigns, in Fee Simple, subject to the covenants, easements and restrictions
hereinafter contained, all that certain piece or parcel of land and premises situate in
"Kenwood" Montgomery County, Maryland, distinguished as:

All of Lot numbered Eleven (11) in Block numbered One (1) Section
four (4) as per plat recorded in Plat Book No. 12, Plat 841, one of the Land Records of
Montgomery County, Maryland.

Together with the improvements, easements and appurtenances to the same
now belonging or in anywise appertaining.

To Have and To Hold the same with the improvements, easements, restrict-
ions and appurtenances thereunto belonging unto and to the only proper use, benefit and
enjoyment forever of the said parties of the second part, as Tenants by the Entirety, their
heirs and assigns, in Fee Simple, subject, however, to the following covenants, restrictions,
easements and appurtenances, which are to run with and bind the land and premises hereby conveyed
to all other land in Kenwood with exceptions as notes in Restriction No. 1 below; the pur-
pose of said restrictions being to insure that the land in Kenwood with the exceptions as
stated shall be developed into a harmonious, attractive and beautiful residential section, to
witness:-

It is understood and mutually agreed that the land is purchased subject
to the following covenants, conditions, restrictions and easements, which shall appear in
said Deeds:

1. All property in Kenwood, with four exceptions as follows:

(a) Land used by the Kenwood Golf and Country Club which includes land
west of a stream, said stream intersects the North property line of Kenwood, 2150 feet East
of the extreme Western point and continues in a Southeasterly direction to its intersection
with Dorset Avenue extended on its same bearing.

(b) All land in Block Three of Section Two, as per plat of record.

(c) All land South of Dorset Avenue as dedicated, and the future extension
of Dorset Avenue on its same bearing.

(d) All land West of Brookside Drive, which will be dedicated for streets,
parks, etc. shall be used for private residence purposes only; and no building of any kind
whatsoever shall be erected or maintained thereon except private dwelling houses designed for
the occupancy of a single family, and garage for the use of said family to be built in the
well said dwelling house or attached thereto, and of the same materials and color scheme as the
main building.

2. That no lot or parts of lots shall be re-subdivided into lot or lots
having less than 100 feet frontage on at least one street as shown on the plats of Kenwood,
Montgomery County, Maryland, and no building shall be erected upon any lot having less than
100 feet frontage.

3. That no building shall be erected within thirty-five feet of any
property line (all street lines shall be considered front property lines in construing

this restriction), excepting projections, which are allowed as follows: Uncovered porches, not exceeding four feet in height, twelve feet; covered porches not exceeding twelve feet in height eight feet; bay windows, five feet.

4. That no bill boards or advertising of a display nature, except small bill boards not exceeding five square feet in size to be used exclusively for sale of property or for directing people to the property, shall be permitted on any of said property except at entrance on Bradley Road, Dorset Avenue and along River Road.

5. That no building shall be erected on said land to cost less than \$20,000.00 based upon cost of labor and building materials as of October 1st, 1929.

6. That no building, fence, wall, or other structure of any description shall be commenced, erected, or maintained on said land, nor shall any exterior alterations or additions be made to any dwelling on said property until plans and specifications thereof, and grading plans showing the location of the proposed structure and the location of trees on said property, and an estimate of cost of same, shall have been submitted and approved in writing by the Kennedy-Chamberlain Development Co., its successors or assigns as hereinafter set forth; a copy of said plans, specifications, and grading plans, as finally approved, to be permanently lodged with the said Kennedy-Chamberlain Development Co., or its successors or assigns; such plans and specifications to be strictly abided by in the erection of said building after such approval as above stated.

7. That no chickens, or other fowls, and no cows, horses, pigs, or other live stock shall be kept or maintained on said land.

8. That said land or any part thereof, shall never be sold, leased or rented to, or placed in the possession of, or occupied by any person or persons other than those of the Caucasian Race.

9. That all of the above restrictions shall run with and bind the land hereby conveyed, as well as the remaining land in Kenwood as stated in Restriction No. 1, for a period of Twenty-five years from January 1st, 1928; except covenants numbered Three (3) and Eight (8) which shall be perpetual. The above restrictions do not, however, apply to any land in Kenwood outside of that stated in Restriction No. 1, owned by the Kennedy-Chamberlain Development Co.

The said Kennedy-Chamberlain Development Co., as the present most interested party in maintaining the high class development which, by these covenants, is sought to be imposed upon the land above restricted, hereby reserves to itself and to its successors, as hereinafter set forth, the right to waive or alter such of the above restrictions as it may deem best for the benefit of the whole community in any particular instance; which waiver shall be evidenced by the mutual written consent of the said Kennedy-Chamberlain Development Co. and the then owner or owners of the land upon which said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the Land Records of Montgomery County, Maryland.

In all of the above restrictions where the language is used "its successors or assigns", the words shall be construed to mean any person, persons, firm, organization or corporation duly authorized by the said Kennedy-Chamberlain Development Co., to assume its rights, powers, duties and obligations as above, and who agrees to carry out and perform the same, such assignment or transfer to be made in writing, duly acknowledged, and recorded among the Land Records of Montgomery County, Maryland; whereupon, the said Kennedy-Chamberlain Development Co. shall be deemed to be released from all duties and obligations which, by this instrument, are imposed.

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

In Testimony Whereof, the said party hereto of the first part has caused

these presents to be signed with its corporate name by Donal L. Chamberlain, its Vice-President, attested by J. Howard Hixson, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint the said Donal L. Chamberlain its Vice-President, as attorney in fact, to acknowledge this to be its act and deed.

Attest: Kennedy-Chamberlain Development Co.

J. J. Howard Hixson Kennedy-Chamberlain Donal L. Chamberlain
Secretary Development Co., Vice-President
Incorporated 1927
Delaware

(Internal Revenue \$4.00)

(State Tax \$4.00)

United States of America,

District of Columbia, ss:

I Hereby Certify that on this 14th day of May, 1938, before the subscriber, a Notary Public in and for the District aforesaid, personally appeared Donal L. Chamberlain, who is well known to me to be the person named as attorney in fact in the foregoing and annexed Deed dated May 14, 1938, and acknowledged the said Deed to be the act and deed of the corporation grantor herein.

Given under my hand and official seal this 14th day of May, 1938.

R. E. Read

Raymond E. Read Notary Public, D. C.

Notary Public

District of

Columbia

Special Meeting of the Board of Directors

At a special meeting of the Board of Directors of Kennedy-Chamberlain Development Co. held on the 14th day of May, 1938, it was Resolved, that the contract with Robert C. Owers and Gertrude H. Owers, for the purchase of Lot 11, Block 1, Section 4, Kenwood, Montgomery County, Maryland, be hereby approved, and the Vice-President and Secretary be, and they are hereby authorized and directed to execute and deliver a deed of conveyance to said Robert C. Owers and Gertrude H. Owers, as Tenants by the Entirety, for said parcel of land according to the terms and conditions in said contract.

J. Howard Hixson

Kennedy-Chamberlain Secretary
Development Co.,
Incorporated 1927
Delaware

I hereby certify that the above is a true copy from the Minute Book of the Kennedy-Chamberlain Development Co.

J. Howard Hixson

Secretary

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-15th ST.-15th ST. N. W.
HINGTON, D. C.
-16--16-38

At the request of W. Wallace Chiswell and William S. Hall, Trustees,
the following Deed of Trust was recorded June 6th, A. D. 1938, at 2:26
o'clock, P. M. to wit:

Maryland Deed of Trust