

G. P. Plummer

Notary Public, D. C.

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Notary Public

District of

Columbia

EXAMINED

MAILED TO

SUBURBAN TITLE AND
INVESTMENT CORPORATION925-15th ST. N. W.
WASHINGTON, D. C.
10-12-37.

At the request of A. Wayne Van Leer and Grace B. Van Leer the following Deed was recorded August 19th A. D. 1937 at 1:28 o'clock P. M., to wit:

This Deed, made this 29th day of July, 1937, by and between Kennedy-Chamberlin 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, a certified copy of which Resolution is hereunto annexed, party of the first part, and A. Wayne Van Leer and Grace B. Van Leer, his wife, of the District of Columbia, 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 paid by the said parties of the second part, receipt whereof, before the delivery of this Deed, is hereby acknowledged, does grant and convey unto the said parties of the second part, their heirs and assigns as Tenants by Entirety in Fee Simple, subject to the covenants, easements and restrictions hereinafter contained, all that certain piece of parcel of land and premises situate in "Kenwood", Montgomery County, Maryland, distinguished as:

All of Lot numbered Seven (7) in Block Numbered Two (2), of Section (5) as per plat recorded in Plat Book No. 12, Plat 847 one of the land records of Montgomery County, Maryland.

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

To have and to hold the same with the improvements, easements, restrictions and appurtenances thereunto belonging unto and to the only proper use, benefit and behoof forever of the said parties of the second part, as Tenants by Entirety, their heirs and assigns, in Fee Simple, subject, however, to the following covenants, restrictions, agreements and easements, which are to run with and bind the land and premises hereby conveyed.

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

1. That no building shall be erected within thirty-five feet of any front 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.
2. 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 said property.

3. That no building, fence, wall or other structure of any description shall be commenced or 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 locations of trees on said property, and estimate of the cost of same, shall have been submitted and approved in writing by the Kennedy-Chamberlin 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-Chamberlin Development Co., or its successors and assigns; such plans and specifications to be strictly abided by in the erection of said building after such approval as above stated.

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

5. 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.

6. That all the above restrictions shall run with and bind the land hereby conveyed for a period of Twenty-five years from January 1st 1928; except covenants numbered One (1) and Five (5) which shall be perpetual.

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-Chamberlin Development Co., to assume its rights, powers, duties and obligations as above stated, 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-Chamberlin Development Co., shall be deemed to be released from all duties and obligations which, by this instrument are imposed.

In testimony whereof, the said party hereto of the first part has caused these presents to be signed with its corporate name by Edgar S. Kennedy, its President, attested by J. Howard Hixson, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint the said Edgar S. Kennedy, its President, as Attorney in fact

to acknowledge this to be its act and deed.

Attest: Kennedy-Chamberlin Development Co.
J. Howard Hixson Secretary
Delaware 1927
By: Edgar S. Kennedy
President

United States of America, District of Columbia, SS:

I hereby certify that on this 30 day of July, 1937, before the subscriber, a Notary Public in and for the District aforesaid, personally appeared Edgar S. Kennedy, who is well known to me to be the person named as Attorney in fact in the foregoing and annexed Deed dated July 29th, 1937, and acknowledged the said Deed to be the act and deed of the corporation grantor herein.

(Internal Revenue \$3.50) Given under my hand and seal this 30 day of July, 1937.
(State Tax \$3.20) Thomas Edwin Harris
Notary Public
District of Columbia
T. E. Harris
Notary Public, D. C.
My commission expires Oct. 15, 1939

Special Meeting of the Board of Directors.

At a special meeting of the Board of Directors of the Kennedy-Chamberlin Development Co., held on the 29th day of July, 1937, it was

Resolved, That the contract with A. Wayne Van Leer and Grace B. Van Leer, his wife, for the purchase of Lot (7), Block (2), Section (5), in Kenwood, Md., be hereby approved, and the President and Secretary be, and they are hereby authorized and directed to execute and deliver a Deed of conveyance to said A. Wayne Van Leer and Grace B. Van Leer, his wife, as Tenants by Entirety for said lot according to the terms and conditions in said contract,

J. Howard Hixson
Kennedy-Chamberlin
Development Co.,
Incorporated Delaware 1927

Secretary

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

J. Howard Hixson
Secretary