

Lot Numbered Sixteen (16) in Riley W. Evers resubdivision of Lot Numbered Ten (10) and part of Lot Numbered Eleven (11) in Block Numbered Fourteen (14), in the subdivision known as "Edgemoor", as per plat of said resubdivision recorded in Plat Book 7, Folio 569, one of the Land Records of Montgomery County, Maryland. Subject to building restrictions and covenants of record. Subject, also, to a right of way over a strip of land four (4) feet wide adjoining a dividing line between lots numbered Sixteen (16) and Seventeen (17) and together with a right of way over a strip of land four (4) feet wide of lot numbered Seventeen (17) said strip of land eight (8) feet wide to constitute a joint driveway, the cost of maintenance of which to be borne equally by the owners of the two lots.

Together with the building and improvements thereupon, erected, made or being; and 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 or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Edith W. Wright, her heirs and assigns, in fee simple.

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Test:

Robert S. Bains

Riley W. Evers (Seal)

Alma A. Evers (Seal)

(Internal Revenue \$9.00)

District of Columbia, SS.:

I Hereby Certify that on this 7th day of February, 1936, before the subscriber, a Notary Public in and for said.....personally appeared Riley W. Evers and Alma A. Evers, his wife, and did each acknowledge the foregoing Deed to be their act.

In Testimony Whereof, I have affixed my official seal this 7th day of February, A. D., 1936.

Robert S. Bains

Robert S. Bains

Notary Public

Notary Public

District of

Columbia

EXAMINED

MAILED TO
SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
4-7-36

At the request of George D. Brabson and Evelyn B. Brabson, the following Deed was recorded February 21st, A. D., 1936, at 2:37 o'clock, P. M., to wit:-

This Deed, Made this 27th day of December, A. D., 1935, 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 party, and George D. Brabson and Evelyn B. Brabson, his wife, 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 in fee simple, as Tenants by Entirety, subject to the covenants, easements and restrictions hereinafter contained, all that certain piece or parcel of land and premises situate in "Kenwood", Montgomery County, in the State of Maryland, distinguished as and contained within the following metes and bounds:

Beginning at Permanent Reference Monument No. 22 in the Northwest corner of Block Seven (7) Section 2, as per plat recorded in Plat Book No. 4, Plat 371, of the Land Records of Montgomery County, Maryland, and running thence North 59 degrees 48 minutes 14 seconds West 95 feet to a point; thence South 76 degrees 57 minutes 34 seconds West 95 feet to the intersection of the West line of proposed Brookside Drive with the South property line of proposed Kenwood Avenue; thence North 81 degrees 25 minutes 20 seconds West along the South property line of proposed Kenwood Avenue a distance of 654.74 feet to the Northeast corner of the parcel hereby conveyed and the second point of beginning;

Thence on the same bearing North 81 degrees 25 minutes 20 seconds West along the said South property line of proposed Kenwood Avenue a distance of 120 feet to a Permanent Reference Monument; thence 64.16 feet on the arc of a curve having a chord distance of 52.62 feet bearing South 37 degrees 18 minutes 10 seconds West with a radius of 30 feet to a point on the East property line of proposed Highland Drive; thence South 23 degrees 58 minutes 20 seconds East along the said East property line of proposed Highland Drive 14.57 feet to a point; thence 117 feet on the arc of a curve, being the East property line of proposed Highland Drive; having a chord distance of 116.97 feet and bearing South 25 degrees 31 minutes 59 seconds East to a point; thence North 74 degrees 30 minutes 38 seconds East a distance of 78.63 feet to a point; thence North 8 degrees 34 minutes 40 seconds East a distance of 122.5 feet to the South property line of proposed Kenwood Avenue and the second point of beginning. Said parcel of land hereby conveyed contains 16,972 square feet, more or less.

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 and all other land in Kenwood with exceptions as noted in Restriction No. 1 below; the purpose 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 wit:-

It is understood and mutually agreed that the land is purchased

subject to the following covenants, conditions, restrictions, and easements, which shall appear in all 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 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 said 100 feet frontage.

3. 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.

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 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 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 Number One, 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 Number One, owned by the Kennedy-Chamberlin Development Co.

The said Kennedy-Chamberlin Development Co., as the present most interested part 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-Chamberlin 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-Chamberlin 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-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, And the said parties hereto of the second part have hereunto affixed their hands and seals as evidence of their full knowledge of the covenants and restrictions upon said land imposed, and in further evidence of their agreement to abide by the same.

Attest:-

Kennedy-Chamberlin Development Co.

J. Howard Hixson

By: Edgar S. Kennedy

Secretary

Kennedy-Chamberlin De-

President.

Witness:-

velopment Co. Incor-

George D. Brabson (Seal)

R. E. Read

porated 1927

Evelyn B. Brabson (Seal)

Delaware

(Internal Revenue \$3.00)

United States Of America, District of Columbia, SS:

I Hereby Certify that on this 12th day of February, 1936, 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 December 27, 1935 and acknowledged the said Deed to be the act and deed of the corporation grantor herein.

Given under my hand and official seal this 12th day of February, 1936.

R. E. Read

Raymond E. Read
Notary Public
District of
Columbia

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 27th day of December, 1935, it was

Resolved, That the contract with George D. Brabson and Evelyn B. Brabson, for the purchase of a parcel of land 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 George D. Brabson and Evelyn B. Brabson, as Tenants by Entirety, for said parcel of land according to the terms and conditions in said contract.

J. Howard Hixson

Kennedy-Chamberlin De-
velopment Co. Incor-
porated 1927
Delaware

Secretary

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

J. Howard Hixson

Secretary.

EXAMINED

MAILED TO
SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
4-7-36

At the request of Cecil E. Lovewell and Lolita M. Lovewell, the following Deed was recorded February 21st, A. D., 1936, at 2:37 o'clock, P. M., to wit:-

This Deed, Made this 10th day of February, in the year of one thousand nine hundred and Thirty-six, by and between Adah May Brady, unmarried, of the District of Columbia, party of the first part, and Cecil E. Lovewell and wife Lolita M. Lovewell, of the District of Columbia, parties of the second part:

Witnesseth, that in consideration of Ten and no/100 dollars, the party of the first part does hereby grant unto the parties of the second part, in fee simple, as tenants by the entirety, all that piece or parcel of land, together with the improvements rights, privileges, and appurtenances to the same belonging, situate in the County of