

District of Columbia, to wit:

I, John H. Stadtler, a Notary Public in and for the aforesaid District of Columbia, do hereby certify that on this 15th day of Sept. 1936, W. L. Saunders, who is personally well known to me as the person named as Attorney in fact in the foregoing and annexed Deed, bearing date on the 14th day of September, A. D., 1936, to acknowledge the same personally appeared before me in said District of Columbia, and as Attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of Waverly Taylor, Incorporated, the grantor therein, and delivered the same as such.

Given under my hand and seal, this 15th day of September, A. D., 1936.

John H. Stadtler

John H. Stadtler

Notary Public

Notary Public

District of

Columbia

5/18

EXAMINED
MAILED TO

SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
11-17-36.

At the request of Frank Baden Netherland and Frances Campbell Netherland, the following Deed was recorded September 23rd, A. D., 1936, at 11:44 o'clock, A. M., to wit:-

This Deed, Made this 15th day of September, 1936, 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 Frank Baden Netherland and Frances Campbell Netherland, 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, 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, Maryland, distinguished as:

All of Lot numbered Sixteen (16) in Block numbered Two (2) of Section Five (5) as per plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book No. 10, Plat 727,

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, 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 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 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 of the above restrictions shall run with and bind the land hereby conveyed for a period of Twenty-five years from January 1, 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:

J. Howard Hixson

Secretary

Kennedy-Chamberlin De-

velopment Co. Incor-

porated 1927

Delaware

(Internal Revenue \$4.00)

Kennedy-Chamberlin Development Co.

By: Edgar S. Kennedy

President

United States Of America, District of Columbia, ss:

I hereby certify that on this 16th day of September, 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 September 15th, 1936, and acknowledged the said Deed to be the act and deed of the corporation grantor herein.

Given under my hand and seal this 16th day of September, 1936.

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 the Kennedy-Chamberlin Development Co., held on the 15th day of September, 1936, it was

Resolved, That the contract with Frank Baden Netherland and Frances Campbell Netherland, his wife, for the purchase of Lot 16, Block 2, Section 5, in Kenwood, Maryland, 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 Frank Baden Netherland and Frances Campbell Netherland, for said lot according to the terms and conditions in said contract.

J. Howard Hixson

Secretary

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

J. Howard Hixson

Kennedy-Chamberlin De-

Secretary

velopment Co. Incor-

porated 1927

Delaware