

(Internal Revenue \$11.50)

District of Columbia, to wit:

I, G. P. Plummer, a Notary Public in and for the District of Columbia, do hereby certify that on this 2nd day of October, 1936, Joseph T. Sherier and Stanley D. Willis, Joint Tenants, parties to a certain Deed bearing date on the 1st day of July, A. D. 1936, and hereto annexed, personally appeared before me in said District the said Joseph T. Sherier and Stanley D. Willis, being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and seal this 2nd day of October, A. D. 1936.

G. P. Plummer

G. P. Plummer

Notary Public, D. C.

Notary Public

District of

Columbia

EXAMINED
MAILED TO
SUBURBAN TITLE AND
INVESTMENT CORPORATION
1225 15th ST., N. W.
WASHINGTON, D. C.
12-19-36

At the request of Margaret M. Sanderson, the following Deed was recorded October 20th, A. D. 1936, at 3:34 o'clock, P. M., to wit:-

This Deed, Made this sixteenth day of September, A. D. 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 Margaret M. Sanderson, of the District of Columbia, partie 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 party of the second part, receipt whereof, before the delivery of this Deed is hereby acknowledged, does grant and convey unto the said party of the second part, her 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, in the State Of Maryland, distinguished as

All of Lot numbered Two (2) in Block numbered One (1) of Part of Section Six (6) as per Plat in Plat Book No. 10 Plat 723 recorded among the Land Records of Montgomery County, Maryland. Said lot contains 18,973 square feet.

With the covenant that no building will be erected within Twenty (20) Feet West of the West line of the property hereby conveyed, which covenant and the enforcement thereof is hereby declared to be a right and privilege appurtenant to the land hereby conveyed, inuring to the benefit of the party hereto of the second part, her heirs and assigns.

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 party of the second part, her 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 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 persons or person 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 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-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 party hereto of the second part has hereunto affixed her hand and seal as evidence of her full knowledge of the covenants and restrictions upon said land imposed, and in further evidence of her agreement to abide by the same.

Attest:-

Kennedy Chamberlin Development Co.

J. Howard Hixson
Secretary

By Edgar S. Kennedy
President

Witness: Kennedy-Chamberlin De-
R. E. Read velopment Co. Incor-
porated 1927 Dela-

Margaret M. Sanderson (Seal)

ware

United States of America (Internal Revenue \$5.00)
District of Columbia, SS.

I Hereby Certify that on this 17th 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 16, 1936, and acknowledged the said Deed to be the act and deed of the corporation, grantor herein.

Given under my hand and official seal this 17th 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 Deveopment Co. held on the 16th day of September, 1936, it was

Resolved, That the contract with Margaret M. Sanderson for the purchase of Lot 2, Block 1, Part of Section 6, 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 Margaret M. Sanderson, for said lot according to the terms and conditions in said contract.

J. Howard Hixson

Kennedy-Chamberlin De-

Secretary

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ware.

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

J. Howard Hixson

Secretary