

My per
 EXAMINED *mailed to*
James S. Fitzgerald
710 Albee Bldg.
S.C. 1/13/42

At the request of Millard Horn the following Deed was recorded October 18th, A. D. 1941, at 10:54 o'clock A. M. to wit:

This Deed, Made this 3rd day of October, in the year of our Lord one thousand nine hundred and forty-one, by Clarence Horn of the City of Philadelphia, State of Pennsylvania.

Witnesseth: That for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, the receipt whereof before the signing and sealing of these presents is hereby acknowledged, I, the said Clarence Horn, do hereby grant, bargain, sell, and convey unto Millard Horn of the City of Washington, District of Columbia in fee simple, to be his ⁱⁿ absolute and complete ownership all that piece or parcel of land situate, lying and being in Montgomery County, in the State of Maryland, designated and described as follows, to wit: Lot numbered One (1) of the Subdivision made by Stephen B. Perry of part of a tract of land called "Friendship" conveyed to said Stephen B. Perry by the heirs of the late Cyrus Eli Perry by deed dated the 23rd day of May, 1895, and of record in Liber J. A. No. 49, folios 183 et seq., one of the Land Records of said Montgomery County, as laid down upon the Plat thereof No. 93 recorded in Plat Book No. 1, one of the Plat Books of said Montgomery County, containing eighteen thousand nine hundred and ninety-one (18,991) square feet of land, together with all and singular the improvements thereon, and all the rights, ways, easements, privileges and appurtenances thereto appertaining or in anywise there to belonging.

To have and to hold the said land and premises above designated and described, together with the rights, privileges and appurtenances thereto belonging or appertaining, unto and to the only proper use, benefit and behoof forever of the said Millard Horn in fee simple.

And I, the said Clarence Horn, do hereby covenant to warrant generally and specially the land and premises hereby conveyed, and that I will execute such further assurances of said land as may be requisite or necessary.

Witness my hand and seal the day and year first hereinbefore written.

Clarence Horn (Seal)

Witness:

Catherine J. Kenny (Internal Revenue \$1.10)
 (State Tax \$1.00)

District of Columbia, ss:

I hereby certify that on this 3rd day of October, 1941, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared Clarence Horn, and did acknowledge the foregoing Deed to be his act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 3rd day of October, A. D. 1941.

Catherine J. Kenny
 Notary Public
 District of
 Columbia

Catherine J. Kenny
 Notary Public, D. C.
 My commission expires August 2, 1942

My per
 EXAMINED *mailed to*
Grant
312 Brookside Dr.
Wayne, Md
1/13/42

At the request of Dorothy H. Brodesser the following Deed was recorded October 18th, A. D. 1941, at 10:54 o'clock A. M. to wit:

This Deed, made this 27th day of September, 1941, 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 Dorothy H. Brodesser of Montgomery County, Maryland, party 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, Maryland, adjoining the present holdings of the said party of the second part and distinguished as:

The West twenty-five (25) feet front by full depth thereof of Lot numbered thirty (30), in Block seven (7), of Section Two (2), as per plat recorded in Plat Book No. 22, Plat 1370, 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 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 billboards or advertising of a display nature, except small billboards 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. based upon cost of labor and building materials as of October 1st, 1928.

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 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-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.

Attest:

J. Howard Hixson
Secretary.

Kennedy-Chamberlin Development Co., Incorporated 1927 Delaware

Kennedy-Chamberlin Development Co.
By Edgar S. Kennedy, President

(Internal Revenue \$1.10)
(State Tax \$0.80)