warrant specially and generally the property hereby conveyed that they have done no act to encumber said land and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Test:

Anton L. Reinhardt (Seal)

John F. Cook

Anna B. Reinhardt (Seal)

District of Columbia SS:

I Hereby Certify that on this third day of December 1931, before the subscriber, a Notary Public in and for the District aforesaid personally appeared Anton L. Reinhardt and Anna B. Reinhardt his wife and did each acknowledge the aforegoing Deed to be their act.

In Testimony Whereof, I have affixed my official seal this third day of December A. D. 1931.

Wm. R. DeLashmutt

Notary Public, D. C.

Wm. R. DeLashmutt

Notary Public

District of

Columbia

SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
2 - 3 - 32

At the request of Edgar S. Kennedy the following Deed was recorded December 4th A. D. 1931 at 12:51 o'clock P. M. to wit:-

This Deed, made this Thirtieth day of November A. D. 1931, by and between Kennedy-Chamberlin Development Co., (aporporation 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 Edgar S. Kennedy, of the District of Columbia, 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 part of the second part, his 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 and contained within the following metes and bounds: Beginning at P. R. M. # 24 at the Southeast corner of Block 4, Section 3, Kenwood, as per plat recorded in Book 5 Plat 419, and running thence Southerly along the West line of Brookside Drive and Section Two 86.27 feet to a point, said point being the beginning of the parcel of ground hereby conveyed; thence continuing Southerly along the West line of Brookside Drive and Section Two 159.65 feet to the Southeast corner of the parcel hereby conveyed; thence

horeby sonveyed; thence South 74 degrees 31 minutes 52 seconds West 149.98 feet to the Southwest corner of the parcel hereby conveyed; thence North 16 degrees 53 minutes 33 seconds

West 167.95 feet to the Northwest corner of the parcel hereby conveyed and the South line of Woodlawn Avenue and Section Three; themee Easterly along the said South line of Woodlawn Avenue and Section Three 103.88 feet to a point; thence 50.67 feet on the arc of a circle having a radius of 30 feet to the point of beginning. Said parcel hereby conveyed contains 25,802 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 part of the second part, 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 then 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 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 cots 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-Chamberlain 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.

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