EXCEPTING so much of the above described property as has been deeded as dedicated to the Maryland-National Capital Park and Phaning Commission, Washington Suburban Sanitary Commission and the Maryland State Roads Commission.

BEING part of the same property which the said party of the first part obtained by deed from William A. Mellen and V. Belle Mellen, his wife, dated the 10th day of January, 1939 and recorded the 11th of January 1939 in Liber 519 at Folio 313 among the Land Records of Prince George County, Maryland.

IN TESTIMONY whereof the said New Hampshire Ave. Homes, Inc., has caused this deed to be signed with its corporate name by Charles M. Plunkert, its President, with its corporate seal to be hereto affixed and attested by Joseph P. Abrahams, its Secretary and does hereby nominate and appoint John M. Conroy its true and lawful Attorney, to acknowledge these present as the act and deed of the said New Hampshire Ave., Homes, Inc.

WITNESS. their hands and seals.

(Corporate Seal)

NEW HAMPSHIRE AVE. HOMES, INC.

Notary Public, D. C.

ATTEST:

By Charles M. Plunkert (Seal)

Président.

Joseph P. Abrahams Secretary.

CITY OF WASHINGTON

DISTRICT OF WASHINGTON

I Hereby Certify, that on this 30th day of August, 1939, before the subscriber a Notary Public in and for the District of Columbia aforesaid personally appeared John M. Conroy, Attorney named in a clause in the foregoing and annexed Deed, and by virtue of the power and authority in him vested, acknowledged same to be the act and deed of New Hampshire Ave., Homes Inc.

IN TESTIMONY whereof I have affixed my hand and seal this 30th day of August, 1939.

Francis W. Taylor

(Notary Seal)

Enrolled August 30, 1939 at 12:20 P. M.

Mary P. Guilday THIS DEED MADE this 30th day of August, 1939, by and between Mary P.

to Guilday, unmarried party of the first part and New mampshire Ave.

New Hampshire Ave. Homes, inc., party of the second part:

Homes, Inc.

WITNESSETH: that for and in consideration of Ten (\$10.00) Dollars and other good and valuable considerations, the said party of the first part does grant and convey unto the party of the second part, its successors and assigns, in fee simple, that parcel of property known as part of "Wildwood" and containing 35.478 acres of land, more or less, more particularly described in a deed from New Hampshire Ave., Homes, Inc., to Mary P. Guilday, dated 30th day of August, 1939, and intended to be recorded immediately prior hereto. Excepting so much of the above described property as has been deeded and dedicated to the Maryland-National Capital Park and Planning Commission, Washington Suburban Sanitary Commission and the Maryland State Roads Commission.

TOGETHER with the buildings 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 pieces or parcels of land 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 New Hampshire Ave., Homes, Inc., its successors and

assigns forever.

SUBJECT to the following restrictive covenants which are to affect the above described property and the subdivision of "New Hampshire Avenue Highlands" which is to be developed out of said property.

- a. All lots in the tract shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a one or two-car garage.
- b. No building shall be erected on any residential building plat nearer than 25 feet to nor farther than 40 feet from the front lot line, nor nearer than $7\frac{1}{2}$ feet to any side lot line. The side lot line shall not apply to a detached garage or other out-building located 75 feet or more from the front lot line. Except that the lots fronting on New Hampshire Avenue shall have a building set-back line of 45 feet, unless otherwise designated by the neighborhood committee hereinafter feferred to.
- c. No residential lot shall be resubdivided into building plots having less than 5000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 5000 square feet or a frontage of less than 50 feet;
- d. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- e. No lot shall be leased, transferred, sold, occupied or conveyed to or for the use of any person or persons not wholly of Caucasian Race or blood, excluding Semites; but this covenant shall not prevent casual occupancy by domestic servants of a different race, employed by an owner or tenant.
- f. No trailer, basement, tent, shack, garage, barn, or other butbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- g. No structure shall be moved onto or erected upon any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.
- h. No one-story structures shall be permitted in this subdivision and no one and one-half story structures shall be permitted unless the second floor is completely finished. No dwelling shall be erected on any lot in the subdivision at a cost of less than \$4000.00 and the ground floor square foot area on each dwelling shall not be less than 475 square feet.
- i. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- j. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless by a vote of owners of a majority of the lots it is agree_ to change the said restrictions in whole or in part.
- k. The neighborhood committee, namely, Ben Dyer, Charles M. Plunkert and John M. Conroy their heirs, successors and assigns, all of whom have been duly appointed by the owner of the property, shall have the authority, power and jurisdiction;
- (1) To approve in writing the external design and the location thereof of any building to be erected on any building plot in this subdivision;
 - (2) To enforce all restrictions in said subdivision:
- (3) To make any amendment necessary with regard to the set back line of the lots fronting on New Hampshire Avenue;
 - (4) And to otherwise preserve the natural beauty of the subdivision.

WITNESS my hand and seal

Witness:

Mary P. Guilday

(Seal)

John M. Conroy

DISTRICT OF COLUMBIA, ss:

I HEREBY CERTIFY that on this 30th day of August, 1939 before the subscriber, a Notary Public in the and for the District of Columbia aforesaid, personally appeared Mary P. Guilday unmarried, and did acknowledge the aforegoing deed to be her act.

IN TESTIMONY WHEREOF I have affixed my official seal this 30th day of August, 1939.

Francis W. Taylor

(Notary Seal)

Notary Public, D. C.

Enrolled August 30, 1939 at 12:21 P. M.

Lawrence Jacob Poth THIS INDENTURE, Made this 29th day of August, 1939, by and between to Lawrence Jacob Poth, party of the first part, of Rogers Heights,

Susan Lumsden Poth Maryland, and Susan Lumsden Poth, his wife, of Rogers Heights, Maryland, party of the second part.

WITNESSETH: That in consideration of One Dollar (\$1.00) and other good and vaulable consideration, receipt of which is hereby acknowledged, and the mutual releases and covenants herein contained, the said party of the first part expressly releases, waives, surrenders and assigns to the party of the second part, her heirs, personal representatives, legatees, devisees and assigns, all his right, claim or title to participate in any way in the enjoyment of the real or personal estate of which the party of the second part may be possessed at her decease, or to obtain or receive any dower, courtesy or husband's rights therein.

And the party of the first part hereby covenants and agrees that at any time after the execution of these presents, he will, at the request and expense of the party of the second part, execute and deliver to the party of the second part or her grantee or grantees any proper deed or conveyance, so as to bar the dower or other marital rights of the party of the first part in any property now or heretofore owned or which may hereafter be acquired by the party of the second part, wherever said property may be situated.

And the party of the first part hereby expressly agrees and covenants that he will at any time in the future, at the request and expense of the party of the second part, execute and deliver such deeds and assurances as may be necessary to carry out the purposes of this agreement.

The party of the second part, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and the mutual releases and covenants herein contained, expressly releases, waives, surrenders and assigns to the party of the first part, his heirs, personal representatives, legatees, devisees and assigns all her right, claim or title to participate in any way in the enjoyment of the real or personal estate of which the party of the first part may be possessed at his decease, or to obtain or receive any dower, wife's or other marital rights therein.

And the party of the second part hereby covenants and agrees that at any time after the execution of these presents, she will, at the request and expense of the party of the first part, execute and deliver to the party of the first part or his grantee or grantees, any proper deed or conveyance, so as to bar the dower or other martial rights of the party of the second part in any property now or heretofore owned or which may hereafter be acquired by the party of the first part, wherever said property may be situated.

And the party of the second part hereby expressly agrees and covenants that she will, at