

houses in pairs may be erected on one lot, the outer walls of such double houses to be not less than five (5) feet from such side lines.

5. That the property hereby conveyed, either before or after improvements are made, can not be rented, sold, leased or otherwise placed in possession of a colored man or one of the African race.

6. That a violation of any of these covenants and agreements may be enjoined and the same enforced at the suit of Marry M. Martin, his heirs and assigns (assigns including any person deriving title mediately or immediately to any lot, part of a lot of said Section from said H.M. Martin).

And the said party of the first part covenants that he will warrant specially and generally the property hereby conveyed; that he is seized of the land hereby conveyed; that he hath a right to convey said land; that the said party of the second part shall quietly enjoy said land; that he hath done no act to encumber said land; and that he will execute such further assurances of said land as may be requisite.

Witness my hand and seal.

Test.

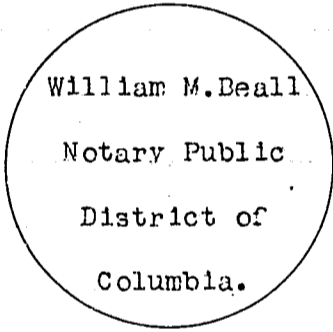
475 Harry M. Martin (seal)

Wm. M. Beall.

District of Columbia, ss:-

I hereby certify that on this 19th day of September 1905, before the subscriber, a Notary Public personally appeared Harry M. Martin and did acknowledge the foregoing Deed to be his act.

In testimony whereof, I have affixed my official seal this 19th day of September A.D. 1905.



Wm. M. Beall
Notary Public, D.C.

At the request of ⁸Horace E. Alexander the following Deed was recorded September 26th A.D. 1905, at 9 o'clock A.M., to wit.

This Deed, Made this _____ day of _____ in the year of our Lord one thousand and nine hundred and five by and between Harry M. Martin (unmarried) of Washington City, District of Columbia party of the first part, and Horace E. Alexander of the same place party of the second part:

Witnesseth, That in consideration of Ten Dollars the said party of the first part doth grant and convey unto Horace E. Alexander party of the second part, for himself, his heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in Montgomery County State of Maryland, being part of the same land which the said party of the first part obtained from Henry M. Griffith by deed dated the 26th day of August 1905, recorded in the Land Records of Montgomery County, Maryland in Liber No. 182 at folio 476 and being described as follows, to wit:-

Lot numbered sixty five (65) and sixty six (66) of H.M. Martin's Third Addition to

Examined
Mailed to
N. M. Martin
1741 Pa. Ave.
Wash. D.C.
Sep. 29/05.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) JLB 184, p. 0097, WSA-EE63-142 Date available 09/27/2006. Printed 09/12/2002.

Chevy Chase, Maryland, as per Plat numbered Seventy (70) in Book numbered One (1) of the Land Records of Montgomery County, State of Maryland to which reference is had for further and fuller description.

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 certain piece or parcel of ground 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 Horace E. Alexander.

In consideration of the execution of this Deed the said party of the second part, for himself, his heirs and assigns, hereby covenants and agrees with the said party of the first part, his heirs and assigns (such covenants and agreements to him with the land and to be for the mutual benefit of all portions of the Section of the Subdivision of which the land hereby conveyed forms a part, as follows:-

1. All houses upon the premises hereby conveyed shall be built and used for residence purposes, except stables, carriage houses or sheds which may be necessary for use in connection with such residences, and no trade, business manufacture, or sales or nuisance of any kind shall be carried on or permitted upon said premises.

2. That no house shall be erected fronting on any lot in said Subdivision at a cost less than Seventeen hundred and fifty Dollars (\$1750), That no house shall be erected within 30 feet of the front line of any lot in said Subdivision.

3. That no stable, carriage house or shed shall be erected within twenty five feet of the front line of said premises or within fifty feet of the front line of any dwelling house. In case of corner lots any line bordering upon any street, avenue or parkway shall be considered a front line.

4. That no part of any house or of any structure appurtenant thereon shall be erected or maintained within five (5) feet of the side lines of the lot on which it is to stand nor within ten (10) feet of the nearest adjacent house, except that houses in pairs may be erected on one lot, the outer walls of such double houses to be not less than five (5) feet from such side lines.

5. That the property hereby conveyed, either before or after improvements are made, cannot be sold, rented, leased, or otherwise placed in the possession of a colored man or one of the African race.

6. That a violation of any of these covenants and agreements may be enjoined and the same enforced at the suit of H.M.Martin, his heirs and assigns (assigns including any person deriving title mediately or immediately to any lot, part of a lot of said section from said H.M.Martin.)

And the said party of the first part covenants that he will warrant specially and generally the property hereby conveyed; that he is seized of the land hereby conveyed; that he hath a right to convey said land; that the said party of the second part shall quietly enjoy said land; that he hath done no act to encumber said

*Examined,
mailed to
H.M. Martin
1741 Pa Ave,
Wash. D.C.
Sep. 29/05.*

land; and that he will execute such further assurances of said land as may be requisite.

Witness my hand and seal.

Test.

✓ 476

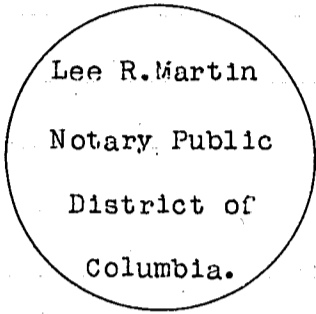
Harry M. Martin (seal)

Lee R. Martin.

District of Columbia, ss:

I hereby certify that on this 31st day of September 1905, before the subscriber, a Notary Public personally appeared Harry M. Martin and acknowledged the foregoing deed to be his act.

In testimony whereof I have affixed my official seal this 31st day of September A.D. 1905.



Lee R. Martin

Notary Public, D.C.

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At the request of Arthur C. Fowle the following Deed was recorded September 26th A.D. 1905 at 9 o'clock A.M., to wit.

This Deed, Made this 23rd day of September in the year of our Lord one thousand nine hundred and five by and between Harry M. Martin (unmarried) of the City of Washington, District of Columbia party of the first part, and Arthur C. Fowle of the same place party of the second part:

Witnesseth, That in consideration of Ten Dollars the said party of the first part doth grant and convey unto Arthur C. Fowle party of the second part, his heirs and assigns, in fee simple, all those pieces or parcels of ground situate, lying and being in Montgomery County, State of Maryland, being part of the same land which the said party of the first part obtained from Isabella Griffith by deed dated the 14th day of July 1905, recorded in the Land Records of Montgomery County, State of Maryland in Liber 178 at folio 262 and being described as follows, to wit:-

All of Lot numbered forty one (41), Forty two (42) and forty three (43) in H.M. Martin's subdivision of original lots numbered Six (6), Seven (7), Eight (8), Nine (9), Twelve (12), Thirteen (13), Sixteen (16) and Seventeen (17) in William R. Griffith's Addition to Chevy Chase, Maryland, as per plat numbered Sixty six in Book numbered One, of the Land Records of Montgomery County, Maryland.

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 certain pieces or parcels of ground 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 Arthur C. Fowle.

In consideration of the execution of this Deed the said party of the second part, for himself, his heirs and assigns, hereby covenants and agrees with the said party of the first

*Examined,
mailed to
H.M. Martin
1741 Pal Ave,
Wash. D.C.
Sep. 29/05.*

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) JUL 184, p. 0089, WSA_CE63142, States Available 07/27/2006, Printed 09/12/2012.