

depth thereof of Lot numbered Nine (9) and the West twenty-three (23) feet front on Hesketh Street by the full depth ^{thereof} of Lot numbered Ten (10) in Block numbered Twenty-four (24) in the subdivision made by The Chevy Chase Land Company of Montgomery County, Maryland, known as "Section Two, Chevy Chase", as per plat recorded in Plat Book No. 2, folio 106, one of the Land Records of Montgomery County, Maryland.

Subject to certain covenants and restrictions appearing of record.

To Have and to Hold the same unto and to the use of the said party hereto of the second part, in fee simple.

And the said parties of the first part hereby covenant to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

Witness our hands and seals on the day and year first hereinbefore written.

Signed, sealed and delivered

Emanuel G. Zies (Seal)

in the presence of-

Violetta Anna Reus Zies (Seal)

Frank I. Greenwalt

Frank I. Greenwalt

(Internal Revenue \$9.50)

District of Columbia, To wit:

I, Frank I. Greenwalt, a Notary Public in and for the said District of Columbia, do hereby certify that on this eighteenth day of November, 1936, Emanuel G. Zies and Violetta Anna Reus Zies, his wife, as Tenants by the Entirety, parties to a certain Deed bearing date on the eighteenth day of November, A. D. 1936, and hereto annexed, personally appeared before me in the said District of Columbia, the said Emanuel G. Zies and Violetta Anna Reus Zies, 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 eighteenth day of November,

A. D. 1936.

Frank I. Greenwalt

Frank I. Greenwalt

Notary Public, D. C.

Notary Public

District of

Columbia

EXAMINED

Mailed to-

Thos. J. Fisher & Co.

738-15th St.

Wash. D.C.

1-9-37

At the request of Emanuel G. Zies and Violetta Anna Reus Zies, the following Deed was recorded November 24th, A. D. 1936, at 10:03 o'clock, A. M., to wit:-

This Deed, Made this fourteenth day of November, in the year one thousand nine hundred and thirty-six, by and between The Chevy Chase Land Company of Montgomery County, Maryland (a corporation duly organized under and by virtue of the laws of the State of Maryland), party of the first part, and Emanuel G. Zies and Violetta Anna Reus Zies, his

wife, of the State of Maryland, parties of the second part;

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten (10) Dollars to it paid by the said parties of the second part, and of the covenants and agreements of the said parties of the second part as herein-after set forth, does hereby grant and convey unto the said parties of the second part, as tenants by the entirety, in fee simple, the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate, in the County of Montgomery, State of Maryland, namely:

Lot Numbered Twenty-five (25) in the resubdivision made by The Chevy Chase Land Company of Montgomery County, Maryland, of Block numbered Nine (9) "Chevy Chase, Section Five-A", as per plat of said resubdivision recorded in Plat Book No. 5, page 460, of the Land Records of Montgomery County, Maryland.

Subject to building restrictions as shown on said plat,

It is hereby expressly understood and agreed by and between the parties hereto, their respective successors, heirs and assigns, that the general plan of subdivision of which the land and premises hereby conveyed is a part, embraces only and is limited to the area covered by the subdivision duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book No. 5, page 460; and that the covenants, restrictions and conditions herein mentioned shall not be construed as extending to or affecting any other land and premises, notwithstanding the fact that such other and adjacent land may be owned by any person or corporation a party to said plan of subdivision.

To Have and to Hold the said land and premises with the improvements, easements and appurtenances, unto and to the use of the said parties of the second part, as tenants by the entirety, in fee simple.

In Consideration of the execution of this Deed, the said parties of the second part, for themselves and each of them, for their and each of their heirs and assigns, hereby covenant and agree with the party of the first part, its successors and assigns (such covenants and agreements to run with the land), as follows, viz:

1. That said lot shall be used exclusively for private dwelling house purposes; that no improvements of any character shall be erected or installed thereon nor any change be made in the exterior design of such improvements after original construction has begun, unless and until the same, and also the location thereof on said lot, shall have been approved in writing by The Chevy Chase Land Company of Montgomery County, Maryland, or its successors.
2. That no apartment house, flat, dwelling or building designed for the residence of more than one family shall be erected, maintained or suffered to remain upon the land hereby conveyed.
3. That the land hereby conveyed and any building erected or which may be erected thereon shall not be used or permitted to be used for any trade, business, manufacturing or mercantile purpose or nuisance of any kind.
4. That no nuisance, advertising, sign, billboard, or other device shall be permitted, erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way for any purpose which may endanger the health, or unreasonably disturb the quiet, of any owner in this Block.

5. That only one dwelling house shall be erected, placed, or suffered to remain upon the land hereby conveyed, unless the land shall be subdivided into smaller lots, but the land shall not be so subdivided unless and until the plat showing such proposed subdivision shall have been submitted to The Chevy Chase Land Company of Montgomery County, Maryland, and the written consent of said Company for such subdivision has been first obtained. The Chevy Chase Land Company of Montgomery County, Maryland, or its successors, shall be the sole judge of whether or not such subdivision shall be permitted, and if the subdivision of said land is made, the covenants herein contained shall apply to each of the lots into which said land shall be subdivided.

6. That no part of the land hereby conveyed shall ever be used, occupied by, sold, demised, transferred, conveyed unto or in trust for, leased, or rented or given to any negro or negroes, or any person or persons of negro blood or extraction, except that this paragraph shall not be held to exclude partial occupancy of the premises by domestic servants of the grantees, their heirs and assigns.

7. That no building shall be erected on said lot which shall cost less than \$7500.

8. That The Chevy Chase Land Company of Montgomery County, Maryland, expressly reserves to itself, and its successors, and it is hereby granted the right, in case of any violation of any of the conditions, or, upon a breach of any of the covenants or agreements herein contained, to enter the property upon which, or as to which, such violation or breach exists and to summarily abate and/or remove the condition or thing that may exist or be thereon contrary to the intent and meaning of the provisions hereof as interpreted by said company, The Chevy Chase Land Company of Montgomery County, Maryland, or its successors, shall not by reason thereof be deemed guilty of any manner of trespassing for such entrance, abatement or removal, which shall be at the cost and expense of the owners of the property. Failure by The Chevy Chase Land Company of Montgomery County, Maryland, to enforce any of the covenants or conditions of this deed shall in no event be deemed a waiver of the right to do so thereafter, or of the covenant or conditions itself, or establish in the grantees hereunder, or their heirs and assigns, any right or cause for legal action to enforce these covenants, or to bring suit for damages, charges, etc.

9. That any consent or approval provided for in the above covenants and given by The Chevy Chase Land Company of Montgomery County, Maryland, in accordance therewith, shall automatically expire six months after the date of giving said consent or approval, and application for a renewal or extension of said consent or approval must be made and granted in the same manner and form as provided for the original application and consent.

In evidence of their intention to be bound by the foregoing covenants and agreements, the said parties of the second part have hereunto set their hands and seals.

And the said party hereto of the first part hereby covenants to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

In Testimony Whereof, on the day and year first hereinbefore written, the said The Chevy Chase Land Company Of Montgomery County, Maryland, has caused

these presents to be signed with its corporate name by Edward L. Hillyer, its President, attested by George E. Fleming, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint George E. Fleming, its true and lawful attorney-in-fact, for it and in its name, place and stead to acknowledge these presents as its act and deed before any person or officer duly authorized to take such acknowledgment, and to deliver the same as such.

Attest:

Geo. E. Fleming

Secretary

The Chevy Chase Land

Co. Of Montgomery

Co. Maryland

The Chevy Chase Land Company Of
Montgomery County, Maryland.

By: Edward L. Hillyer

President

Emanuel G. Zies (Seal)

Violetta Anna Reus Zies (Seal)

(Internal Revenue \$17.50)

District of Columbia, to-wit:

I, Frank I. Greenwalt, a Notary Public in and for the said District of Columbia, do hereby certify that George E. Fleming, who is personally well known to me to be the person named as Attorney-in-fact in the foregoing and annexed deed, dated the fourteenth day of November, 1936, to acknowledge the same, personally appeared before me in the said District of Columbia, and as Attorney-in-fact as aforesaid, and by virtue of the power and authority in him vested by the aforesaid Deed, acknowledged the same to be the act and deed of the said The Chevy Chase Land Company Of Montgomery County, Maryland, and delivered the same as such.

Given under my hand and seal this fourteenth day of November,

A. D. 1936.

Frank I. Greenwalt

Frank I. Greenwalt

Notary Public, D. C.

Notary Public

District of

Columbia

B/K

EXAMINED

Mailed to
District Title Insurance Co.
Lawyers Title Insurance Co.
Washington Title Insurance Co.
1413 Eye Street, N. W.
Washington, D. C.
1-9-37.

At the request of Charles Price and Helen A. Price, the following Deed was recorded November 24th, A. D. 1936, at 10:30 o'clock, A. M., to wit:-

This Deed, Made this 6th day of November, in the year Nineteen hundred and thirty-six, by and between R. E. Latimer Land Company, a corporation organized and existing under the laws of the State of Delaware, party of the first part; and Charles Price and Helen A. Price, his wife, as tenants by the Entirety, parties of the second part.

Witnesseth, that for and in consideration of the sum of Ten Dollars, the said party of the first part does grant and convey unto the said parties of the second part, in fee simple, as Tenants by the Entirety, the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate in Montgomery County, Maryland, namely: