

scriber, a Notary Public in and for the District aforesaid, personally appeared Walter R. Tuckerman, President of The Security Land Company, and did acknowledge the foregoing Waiver to be the act of said Corporation.

In Testimony Whereof, I have affixed my official seal this 17th day of May, 1938.

Ruth H. Tuckerman
Notary Public, D. C.
Notary Public
District of
Columbia

District of Columbia, ss:

I Hereby Certify that on this 17th day of May, 1938, before the subscriber, a Notary Public in and for the District aforesaid, personally appeared Paul Armentrout and Elsie Armentrout his wife, and did each acknowledge the foregoing deed to be their act.

In Testimony Whereof, I have affixed my official seal this 17th day of May, 1938.

R. E. Read
Notary Public, D. C.
Notary Public
District of
Columbia

EXAMINED
MAILED TO
SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
7-12-38

At the request of Arthur W. Dew and Elizabeth Newton Dew, the following Deed was recorded May 17th, A. D. 1938, at 2:32 o'clock, P. M. to wit: This Deed made this 9th day of May in the year one thousand nine hundred and thirty-eight, by and between Ridgewood Village, Inc., (a Delaware Corporation), party hereto of the first part; and Arthur W. Dew and Elizabeth Newton Dew, his wife, parties hereto of the second part;

Witnesseth, that for and in consideration of the sum of Ten (10) Dollars, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said parties of the second part, in fee simple, as Tenants by the Entirety, the following described land and premises, situate in the County of Montgomery, State of Maryland, and known and distinguished as Lot numbered Five (5), in Block numbered Two (2), in a subdivision known as "Ridgewood Village"; as per plat recorded in Plat Book No. 12, plat 828, one of the Land Records for said Montgomery County; and also

Lot numbered Five (5), in Block numbered Four (4), in a subdivision known as "Ridgewood Village"; as per plat recorded in Plat Book No. 12, plat 843, one of the Land Records for said Montgomery County.

Subject to the building restriction lines as shown on said plats.
Subject to the following restrictions and covenants:

1. All land in this subdivision, whether in the hands of Ridgewood Village, Inc., its successors, or purchasers of any part of the property shall be used for residential purposes only, and no building shall be erected or used for manufacturing, merchantile or business purposes, whatever, or as an apartment, flat or dwelling for more than one family but there shall be no restriction against churches. Every dwelling shall be completely detached, and shall be on a separate lot subdivided by Ridgewood Village, Inc., or on a lot established by a re-subdivision to which there shall appear the consent of said Company. Every dwelling shall be used exclusively for residential purposes; except that a garage may be main-

tained thereon for use of the occupant, of the dwelling. Any dwelling erected on Lot 5, Block 2, hereby conveyed shall cost or be of the value of not less than \$10,000.00 and any dwelling erected on Lot 5, Block 4, hereby conveyed shall cost or be of the value of not less than \$12,000.00, including a reasonable fee for architect, appropriate landscaping and a reasonable profit for builder.

2. No part of the land hereby conveyed shall ever be used or occupied by, or sold, demised, transferred, conveyed unto, or in trust for, leased, or rented, or given to negroes, or any person or persons of negro blood, extraction, origin or descent or to any person or persons of Semitic Race, blood or origin, which racial description shall be deemed to include Armenians, Jews, Hebrews, Persians, and Syrians; except that this paragraph shall not be held to exclude partial occupancy of the premises by domestic servants of the grantee, his or their heirs or assigns.

3. No building or structure may be erected or in any way altered in its exterior design or construction, until the plans, specifications, elevations, location and grade thereof have been permanently filed with Ridgewood Village, Inc., and by it approved in writing; nor may there be erected, laid or maintained any advertising sign, nor any fence, wall or vehicular runway without consent in writing.

4. Ridgewood Village, Inc., a corporation incorporated under the laws of the State of Delaware, whenever it files an appropriate notice in the office of the Recorder of Deeds of the Montgomery County, Maryland, may name one or more of its successors in title to give the consents provided for in the foregoing covenants in its place and stead, and such substitute party or parties shall have the same legal rights with respect to such consents as were possessed by Ridgewood Village, Inc., prior to the filing of such notice; and should the said Ridgewood Village, Inc., dissolve without so naming substitute party or parties, or should such party or parties thereafter refuse or be unable to serve the written consent provided for in these covenants shall be presumed to have been given and it shall be no longer necessary to secure such consents.

5. Ridgewood Village, Inc., expressly reserves to itself, its successors and assigns, the right of entry to erect and maintain telephone poles, wires, cables, and fixtures on a strip of land one and a half feet wide along the line of the rear of each lot.

6. The foregoing covenants and restriction shall be effective and remain in force for a period of twenty-five years from the 20th day of April, 1937, and no longer, except as otherwise herein provided.

Together with all and singular the ways, easements, rights, privileges, and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.

And the said party of the first part covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said land as may be requisite or necessary.

In Testimony Whereof, the said Ridgewood Village, Inc., hath on the 9th day of May, A. D. 1938, caused these presents to be signed by F. M. Davenport its President attested by Ruth A. Shepard, its Secretary, and its corporate seal to be hereunto affixed; and doth hereby appoint Ruth A. Shepard, its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

Attest:

Ridgewood Village, Inc.

Ruth A. Shepard

By F. M. Davenport

Secretary

President

Signed, sealed and delivered

in the presence of -

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W

M. G. Connell Ridgewood Village
Inc. Corporate
Seal Delaware
(Internal Revenue \$6.50)
(State Tax \$6.10)

District of Columbia, to wit:
I, Mary G. Connell, a Notary Public in and for the District of Columbia,
do hereby certify that on this 9th day of May, 1938, Ruth A. Shepard, who is personally well
known to me as the person named as attorney in fact in the foregoing Deed, bearing date on the
9th day of May, A. D. 1938, and hereto annexed, personally appeared before me in said District
of Columbia, and as attorney in fact as aforesaid, and by virtue of the authority vested in
her by said Deed, acknowledged the same to be the act and deed of Ridgewood Village, Inc.,
the grantor therein.

Given under my hand and seal this 9th day of May, A. D. 1938.

Mary G. Connell
Mary G. Connell Notary Public, D. C.
Notary Public
District of
Columbia

F/B
EXAMINED *MAILED TO*

SUBURBAN TITLE AND
INVESTMENT CORPORATION
925-15th ST. N. W.
WASHINGTON, D. C.
7-12-38

At the request of Lucius Q. C. Lamar and Priscilla G. Lamar, the follow-
ing Deed was recorded May 17th, A. D. 1938, at 2:32 o'clock, P. M. to wit
This Deed made this tenth day of May in the year of our Lord one thousand
nine hundred and thirty-eight, by and between Royal W. Davenport and his wife, Lavenia I.
Davenport, Royal W. Davenport, being the surviving Joint Tenant with Alice P. Davenport, de-
ceased, of the District of Columbia, parties of the first part, and Lucius Q. C. Lamar, and
his wife, Priscilla G. Lamar, of the same place, parties of the second Part:

Witnesseth, that in consideration of Ten and no/100 (\$10.00) Dollars,
lawful money of the United States to them in hand paid before the sealing and delivery of these
presents, the said parties of the first part do grant and convey unto Lucius Q. C. Lamar and
his wife, Priscilla G. Lamar, parties of the second part, as tenants by the entirety, their
heirs and assigns, in fee simple all that lot, piece or parcel of ground situate, lying and
being in Montgomery County, State of Maryland, being the same land which the said Royal W.
Davenport and Alice P. Davenport (now deceased) obtained from C. Francis Owens and wife by
deed dated the 23rd day of September, 1916, recorded in the Land Records of said Montgomery
County, in Liber 260 at folio 161 and being described as follows, to wit: Lot numbered Eighty-
eight (88) in H. M. Martin's 3rd Addition to Chevy Chase, Montgomery County, Maryland; as
per plat recorded in Plat Book No. 1, plat 70, one of the Land Records for said Montgomery
County.

Subject to building restriction line and covenants of record; subject
also to a first deed of trust in the principal sum of \$4500.00 bearing interest at the rate of
5 per centum per annum, payable semi-annually, which the parties of the second part hereby
assume and agree to pay.

Together with the building 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 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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 700, p. 0111, MSA_CE63_658. Date available 12/01/2005. Printed 05/09/2025.