

To Have and to Hold the same unto and to the use of the said parties hereto of the second part, in fee simple, as tenants by the entirety.

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 their hands and seals on the day and year first hereinbefore written.

Signed, sealed and delivered

Leonard F. Robertson (Seal)

in presence of-

Rachel M. Robertson (Seal)

Robert S. Bains

(Internal Revenue \$3.00)

District of Columbia, To Wit:

I, Robert S. Bains, a Notary Public in and for the said District of Columbia, do hereby certify that Leonard F. Robertson and Rachel M. Robertson, parties to a certain Deed bearing date on the 30th day of October, A. D. 1936, and hereto annexed, personally appeared before me in said District of Columbia, Leonard F. Robertson and Rachel M. Robertson 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 30th day of October, A. D., 1936.

Robert S. Bains

Robert S. Bains

Notary Public

Notary Public

District of

Columbia

B/X
EXAMINED

mailed to -

Metzler Rollingwood Co.

1106 Vermont Ave.

Wash. D.C.

1-8-37

At the request of E. Spencer Fitzgerald, the following Deed was recorded November 5th, A. D. 1936, at 12:32 o'clock, P. M., to wit:-

This Deed, Made this fourth day of November, in the year one thousand nine hundred and thirty-six, by and between Metzler Rollingwood Company, a Delaware Corporation, party of the first part, and E. Spencer Fitzgerald, party of the second part: Witnesseth, that for and in consideration of the sum of Ten and no/100 Dollars, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said party of the second part, in fee simple, the following described land and premises, situate in the Montgomery County, State of Maryland, and known and distinguished as

Lots numbered One (1) Two (2) and three (3) in Block numbered Fifteen (15), Lots numbered One (1), Two (2) and Three (3) in Block numbered Fourteen (14); Lots Numbered Eleven (11) and Twelve (12) in Block numbered Eleven (11); Lots numbered Thirteen (13); Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19) in Block numbered Five (5), all in the Subdivision known as Rollingwood plan of the Subdivision of Lots Thirteen to Nineteen inclusive and out-lot "B" in Block Five;

Lots numbered Eleven (11) Twelve (12) and out lot "B" in Block numbered Eleven (11); Lots numbered One (1), Two (2) and Three (3) in Block numbered Fourteen (14); and Lots numbered One (1), Two (2) and Three (3) in Block numbered Fifteen (15), as shown on the plat thereof, approved by the Maryland National Capitol Park and Planning Commission, dated September 4th 1936 and under their record file #593, and to be recorded among the land records of Montgomery County, Maryland.

Subject to the Following covenants and restrictions:

1. That neither the above described land nor any part thereof shall ever be sold, leased to or occupied by any person of negro blood, except as to occupancy by domestic servants while employed on the premises by the owner.
2. That no noxious, dangerous or offensive thing shall be permitted or maintained within said subdivision, nor shall any hogs, cattle, livestock or fowls be kept thereon.
3. That no part or portion of the property, nor any building which may be erected thereon, shall be used for any trade, business or manufacturing or mercantile purposes.
4. That no apartment house or residence designed for the occupancy of more than one family, and no houses in rows or semi-detached houses shall be erected or maintained upon any part or portion of any of the lots on the property.
5. That only one dwelling house shall be erected on each one of the lots above described and referred to and at no time shall a dwelling house be erected on any lot or part of lot having a frontage of less than 60 feet.
6. That in the event of a sale of any of the lots above described there shall not be permitted any building to be constructed or erected on the above described land and no alteration of any building shall be made or permitted to be made unless the specifications and plans therefor shall have been first submitted and approved by Metzler Rollingwood Company, or its successors and assigns, who then may be the owner or owners of the unused remaining portion of said property.
7. That no line fences or walls of any kind shall be erected, placed or maintained on said property, or any part thereof, except growing hedges or such fences of ornamental character as may be approved by the vendor.
8. That Metzler Rollingwood Company shall have the right to grant privileges and easements, right of way and franchises for public utilities over and upon the avenue, streets and alleys, and it shall also have the right and privilege to create reservations along the rear and side lines of said lots herein described for the construction, maintenance and repair of public utilities, such as water, gas, electricity, sewerage and all necessary poles, pipes and wires in connection with the same.
9. That no nuisance, advertising sign, bill board or other objectionable construction or maintenance shall be permitted, erected, placed or suffered to remain upon the said property, nor shall the said property or any part thereof be used in any way for any purpose which may endanger the health or disturb the quiet of any owner of any part or portion of said property.
10. That the hereinbefore enumerated covenants shall apply only to the lots hereinbefore set forth and thereby intended to be conveyed and the said covenants

shall run in any event with the land for a period of twenty (20) years from October 10th, 1936 and same shall have been made and approved in writing by the owners of the legal title to all of said lots and all of said property.

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 Metzler Rollingwood Company hath on the 4th day of November, A. D. 1936, caused these presents to be signed by Cuvier A. Metzler its President attested by C. Murray Bernhardt its Secretary, and its corporate seal to be hereunto affixed; and doth hereby appoint Cuvier A. Metzler its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

Attest:

C. Murray Bernhardt

Secretary

Metzler Rollingwood Company

By Cuvier A. Metzler

President

Signed, sealed and delivered

Metzler Rollingwood

in the presence of-

Company Incorporated

1936 Delaware

District of Columbia, To wit:

I, F. Latimer Barkley, a Notary Public in and for the District of Columbia do hereby certify that Cuvier A. Metzler who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date on the 4th day of November, A. D. 1936, and hereto annexed, personally appeared before me in said District and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of Metzler Rollingwood Company, the grantor therein.

Given under my Hand and seal this 4th day of November, A. D. 1936....

F. Latimer Barkley

F. Latimer Barkley

Notary Public

Notary Public

District of

Columbia

EXAMINED

mailed to:-

Metzler Rollingwood Co.

1106 Vermont Ave.

Wash. D.C.

1-8-37

At the request of Metzler Rollingwood Company, the Following

Deed was recorded November 5th, A. D. 1936, at 12:33 o'clock,

P. M., to wit:-

This Deed, Made this fourth day of November, in the year one thousand