

the State of Maryland, in and for Baltimore City aforesaid, personally appeared Charles H. Buck, the president of the said Maryland Title Securities Corporation, the within named grantor and he acknowledged the foregoing Deed to be the act of the said body corporate.

As Witness; my hand and notarial seal.

Marie S. Hutchins

Marie S. Hutchins

Notary Public

Notary Public

Baltimore Md.

413.

EXAMINED

Mailed to:-

md. Title Securities Corp.

Munsey Bldg.

Balto. Md.

10-7-35.

At the request of Powell Vickers and Maryland Title Securities Corporation the following Deed and Agreement was recorded August 12th, A. D., 1935, at 11:04 o'clock, A. M., to wit:-

This Deed and Agreement, Made this Ninth day of August, in the year one thousand, nine hundred and thirty-five, by and between Powell Vickers unmarried, of the City of Baltimore, in the State of Maryland, party of the first part, and the Maryland Title Securities Corporation, a body corporate, duly incorporated under the Laws of the State of Delaware, party of the second part.

Now, Therefore, This Deed And Agreement Witnesseth, That in consideration of the sum of Five Dollars (\$5.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, and the performance of the covenants, conditions, agreements and conditions hereinafter set out, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns, in fee simple, subject to the covenants, agreements, easements, restrictions and conditions hereinafter set out, all those lots and parcels of ground situate and lying in Montgomery County, in the State of Maryland, and known as Lots Numbered One (1) Two (2), Three (3), Four (4), and Five (5), in Block Numbered Eight A, (8-A), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), in Block Numbered Eight B (8-B), in the subdivision of Rollingwood, in Chevy Chase Maryland, and being part of the tract of land known as "Braemer Forest".

The, said above described property being particularly shown and delineated upon Plat thereof marked "Block Numbered Eight A (8-A) and Block Numbered Eight B (8-B), of Braemer Forest, Montgomery County, Maryland, prepared by Jensen & Shinn, Engineers, and duly recorded among the Plat Records of said County.

The, said property also being a part of the whole tract of land which was granted and conveyed by the Maryland Title Securities Corporation to the said Powell Vickers, by deed dated even date herewith and recorded or intended to be recorded immediately prior hereto.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and to Hold the said lots and parcels of ground, unto

and to the use of the said party of the second part, its successors and assigns, in fee simple, forever; subject to the following covenants, agreements, conditions, easements and restrictions which it is hereby covenanted and agreed shall be binding upon the said Grantor, his heirs and assigns, and upon the said Grantee, its successors and assigns, upon all of the property included in the above and hereinbefore set forth description;

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 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 hereby conveyed, nor any building which may be erected thereon, shall be used or permitted to be used for any trade, business or manufacturing or mercantile purposes.

4. That no apartment house or residence designated 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 or on the property hereinbefore described and hereby conveyed.

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 any dwelling house be erected on any lot or parts of lots having a frontage of less than sixty feet, except in cases of irregularly shaped lots, in which cases the lot or lots on which a single dwelling house is erected shall contain not less than seven thousand square feet, and in all cases the improvements so erected on any of said lots or parts of lots shall always be erected not less than ten feet from the adjoining lots lines and not less than twenty-five feet from the front line of said lot or lots.

6. That the said Grantee, its successors and assigns, in the event of a sale of any of the lots above described, shall not permit any buildings to be constructed or erected on the above described land, and no alteration of any buildings shall be made or permitted to be made unless the specifications and plans therefor shall have first been submitted by a purchaser or purchasers and approved by the said party of the second part, and/or its successors and assigns, who then may be the owner or owners of the unused remaining portion of the said property.

7. That no line fences or walls of any kind shall be erected, placed or maintained on the said property, or any part thereof, except growing hedges or such fences of an ornamental character as may be approved by the Vendor.

8. That the Grantee shall have the right to grant privileges and easements, rights-of-way and franchises for public utilities over and upon the avenues, streets and alleys, and it shall also have the right and privileges to create reservations along the rear and side lines of said lots hereby conveyed 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 suffer 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 the said property.

10. That the hereinbefore enumerated covenants shall apply only to the lots hereinbefore set forth and hereby intended to be conveyed, and the said covenants shall run in any event with the land for a period of twenty years accounting from July 1, 1933 and shall remain in full force and effect continuously thereafter unless and until a change in the 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.

Witness; the hand and seal of the said party of the first part hereto, Grantor; and also

Witness; the signature of the said body corporate, party of the second part hereto, by the hand of Charles H. Buck, its president, and its corporate seal hereto affixed, attested by its secretary.

Witness: Margaret E. Johns

Powell Vickers (Seal)

Attest:

Maryland Title Securities Corporation

Arthur Lee Hoff Secretary
Maryland Title Securities Corporation

BY Chas H. Buck
President

Delaware 1930

State of Maryland, Baltimore City, to wit:

I Hereby Certify that on this Ninth day of August, in the year one thousand, nine hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Powell Vickers, unmarried, party of the first part hereto, and he acknowledged the foregoing Deed And Agreement to be his act.

As Witness, my hand and notarial seal.

Marie S. Hutchins

Marie S. Hutchins

Notary Public

Notary Public

Baltimore Md.

State of Maryland, Baltimore City, to wit:

I Hereby Certify that on this Ninth day of August, in the year one thousand, nine hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Charles H. Buck, the president of the said Maryland Title Securities Corporation, party of the second part hereto, and he acknowledged the foregoing Deed and Agreement to be the act of said body corporate.

As Witness, my hand and notarial seal.

Marie S. Hutchins

Marie S. Hutchins

Notary Public

Notary Public

Baltimore Md.

THE END