

shall be nearer the street line than sixty feet and nearer the side lines of the lot than five feet.

5th. That no Wine distilled or fermented liquor, or intoxicating drink of any kind shall ever be sold or offered for sale on the premises .

6th. That no privy vault shall be built or uses on said lot unless said privy vault is absolutely water tight, unless it is daily disinfected with dry earth , and, if offensive, the said privy vault shall be immediately cleaned.

7th. That no manure or affal shall accumulate on the lot except in a water tight covered pit, or in a close building, so that the smell shall not annoy the neighbors.

8th. That no surage or foul water shall be allowed to stand or flow upon the surface of the lot, nor to flow over or into any adjoining lot or street, until a public sewer is provided, all sewerage produced on the lot, shall be disposed of by a leaching cesspool; or by a sub service irrigation, or shall be removed to a safe distance, no leaching cesspool shall be constructed within sixty feet of any well, and no well shall be sunk within sixty feet of a leaching cesspool; and connections shall be made for all houses sewage with a public sewer within one year after such sewer had been constructed.

9th. That the said lot shall not be subdivided or sold in parcels , but shall be held as a single residence and the said party of the second part, for himself, his heirs, personal representatives and assigns, hereby agree and consent that, if any of the conditions and restrictions contained herein shall be broken or not complied with, the said party of the first part its successors or assigns, shall have the right to file its bill in any Court of Equity having jurisdiction in Frederick County for the purpose of enjoining the said party of the second part, his heirs, personal representatives or assigns, from breaking or failing to comply with the said conditions or restrictions, and the said party of the second part for himself, his heirs, personal representatives or assigns, hereby consents to the issuing of said injunction at once. All of the above agreements, conditions and restrictions shall extend in full force to and terminate on the first day of January in the year 1920, unless sooner terminated or modified by mutual agreement in writing, and duly recorded by the parties to these presents, or their successors or assigns, at and after the said first day of January 1920 the land hereby conveyed shall vest and remain with the said party of the second part, or his heirs or assigns, absolute and in fee simple, without conditions and limitations so far as the agreements herein contained are concerned, except the restrictions forbidding the sale of liquor on the said premises, which are not to determine but are to run with the land forever. And the said grantee for himself, his heirs and assigns, doth hereby covenant that he will comply with and fulfil all the restrictions, agreements and limitations hereinbefore contained. And the said Enterprise Company doth hereby covenant that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said land as may be requisite. And this deed further witnesseth, that the said Enterprise Company doth hereby constitute and appoint Frank Rudd of the City of New York, its attorney for it and in its name, and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the State of New York to take such acknowledgement, to the intent that the same may be duly recorded. In witness whereof the said Enterprise Company has caused its corporate name to be subscribed hereto by Willis J. Best its Vice-President, and has hereunto set its corporate seal duly attested, and the said grantee has hereunto set his hand and seal this day and year above written.

Attest-R. Stuart Miller
Secretary,

Test: E. C. Shafer

{
Place
of
Seal.
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Enterprise Company by William J.
Best. Vice President

Charles F. Care. (Wafer)
(Seal.)

State of New York, City, & County of New York, to-wit:-

I hereby certify that on this 14th day of January 1893, before me subscriber a notary public duly commissioned and qualified personally appeared Frank Rudd the attorney named in the foregoing deed and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said deed to be the act of the said Enterprise Company. John N. Blair.
Notary Public, Kings Co. Certificate filed in New York, Co.