

No. 10060 Equity.

of the lot than five feet. 3rd. That one dwelling only shall be erected on the lot; but this restriction shall not be deemed to prevent the erection and use of a tenement for a servant whose whole time is employed by the occupants of the dwelling house. 4th. No other buildings except a stable and usual out houses for domestic purposes only, shall be erected on said lot, and no part of said stables or outbuildings 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 liquors, 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 used on said lot unless said privy vault is absolutely water tight, and unless it is daily disinfected with dry earth and if offensive, the said privy vault shall be immediately cleaned. 7th. That no manure or offal shall be accumulated on the lot except in a water tight covered pit, or in a close building, so that the smell may not annoy the neighbors. 8th. That no sewage or foul water shall be allowed to stand or flow upon the surface of the lot, nor to flow onto any adjoining lot or street. Until a public sewer is provided, all sewage produced on the lot shall be disposed of by a leaching cess-pool or by subsurface irrigation, or shall be removed to a safe distance, no leaching cess-pool shall be constructed within Sixty feet of any well, and no well shall be sunk within Sixty feet of any leaching cess-pool; and connection shall be made for all house sewage with a public sewer within one year after such sewer has been constructed. 9th. That the said lot shall not be subdivided or sold in parcels, but shall be held as a single resident. 10th. That the said Grantee shall within one year erect a dwelling house on said lot to cost not less than six hundred dollars. And the said party of the second part, for himself, his heirs, personal representatives and assigns, hereby agrees and covenants 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 said conditions and restrictions; and the said party of the second part, for himself, his heirs, personal representatives or assigns, hereby consent to the issuing of said injunction at once. And the said Company hereby reserves to itself the fee and title and all rights in and upon the streets laid out upon the land now or hereafter belonging to it; whether shown on said plat or elsewhere except the simple right of passage on foot or in vehicle between the said lot hereby conveyed and the Baltimore & Ohio Railroad Company's Station called Brunswick by such course or courses as it shall from time to time determine. All 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 ~~on the first day~~ by mutual agreement in writing and duly recorded by the parties to these presents, or their successors, heirs or assigns, and at and after the said first day of January, nineteen hundred and twenty, the land hereby conveyed shall rest and remain with the said party of the second part, or his heirs or assigns, absolutely and in fee simple, without conditions or 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 does hereby covenant that he will comply with and fulfill all the restrictions, agreements and limitations hereinbefore contained. And the said The Real Estate and Improvement Company of Baltimore City 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.

This deed further witnesseth, that the said The Real Estate and Improvement Company of Baltimore City doth hereby constitute and appoint George Dobbin Penniman of Baltimore City, 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 Maryland, to take such acknowledgement, to the