

and described upon the plat of "Prospect Addition to Middletown," which plat is duly recorded in Plat Book S. T. H., Folio 23, one of the books for recording plats in the office of the Clerk of the Circuit Court for Frederick County, Maryland; being part of the land which was conveyed unto the said The Middletown Improvement Association of Frederick County, Maryland, by Albert S. Remsberg and wife, by deed dated August 13, 1908, and duly recorded in Liber S.T.H., No. 284, Folio 350, one of the Land Records of Frederick County, Maryland.

And the said The Middletown Improvement Association of Frederick County, Maryland, further grants unto the said Emory L. Coblentz, his heirs and assigns, the right to use in a proper manner, and for all proper purposes, the twenty-foot alley located in the rear and along the East side of Lots Nos. 1 to 10, and extending along the North side of Lot No. 1 to Prospect Street, reserving to The Middletown Improvement Association, of Frederick County, Maryland, the fee to the bed of the aforesaid alley, subject to the easements and rights of usury as above indicated or as may be hereinafter created by the said party of the first part.

And it is hereby expressly provided and is agreed by and between the respective parties hereto, for themselves, their heirs and assigns, that the foregoing conveyance is made subject to the following conditions, restrictions and limitations, to-wit:-

First. The principal front of any building or residence erected on said lot shall be upon the building line, said building line being twenty feet East of the Eastern line of Prospect Street, except porches or verandas may extend not more than ten feet, and bonafide bay windows not more than five feet beyond said building line.

Second. No fence shall be erected on said lots in front of the building line, and, in order to preserve a uniform forecourt, the foundation wall on which the first story joists are laid shall be not less than thirty inches higher than the sidewalk in front of the said lot as now laid, and said fore-court shall be graded with not more than six inches fall in twenty feet.

Third. All water coming from the front of the house erected or to be erected upon said lot, which is conducted towards the street, shall be conveyed in terra cotta pipe to the opening already provided under the side walk on said Prospect Street, and no open drain shall be allowed across the sidewalk or across the fore-court above described, and where practicable the water shall be carried towards the rear end of the lot.

Fourth. No outside surface water-closets, nor hog-pens, shall be erected or maintained upon said lot hereby conveyed, and all water-closets shall be sanitary closets emptying by pipes into a well dug for that purpose and completely covered so as not to be perceptible.

Fifth. If any stable shall be erected upon the lots hereby conveyed, it shall be of an ornamental design and kept painted.

Sixth. No building shall be erected within five feet of the divisional line of said lot within one hundred feet from the front line thereof.

The said party of the second part, for himself, his heirs and assigns, hereby accepts the aforesaid conveyance subject to the restrictions, conditions and limitations above stated, and agrees to carry out said conditions, restrictions and limitations according to the true intent and meaning thereof.

And the said party of the first part does hereby constitute and appoint Foster C. Remsberg to be its attorney, for it and in its name and as and for its corporate act and deed, to acknowledge the foregoing deed before any person qualified under the Laws of the State of Maryland to take such acknowledgments, to the intent that the same may be duly recorded.

As witness the signature of the said The Middletown Improvement Association, of Frederick County, Maryland, by Albert S. Remsberg, its President, and the corporate seal thereof attested by Edward A. Toms, Secretary; also witness the hand sale of said grantee herein.