

covered pit, or in a close building, so that the smell may not annoy the neighbors.

6th: 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 sub-surface 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 a 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.

7th: That the said property shall not be sub divided or sold in parcels smaller than the lots as numbered and described on Mavin's Plat above referred to except with the written permission of the grantor herein.

8th: That the said grantee shall, within one year, erect a dwelling house on said lot to cost not less than Sixteen hundred dollars--and the said party of the second part for themselves their heirs, personal representatives, and assigns, hereby agrees and consents, 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 their heirs, personal representatives or assigns, from breaking or failing to comply with the said conditions and restrictions: and the said party of the second part, for themselves, their heirs personal representatives or assigns hereby consents to the issueing 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, heirs and assigns, and at and after the said first day of January, Nineteen hundred and twenty, the land hereby shall rest and remain with the said party of the second part, or their heirs or assigns, absolutely and in fee simple, without conditions or limitations so far as the agreement 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 themselves, their heirs and assigns, doth hereby covenant that they will comply with and fulfil 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.

AND 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 intent that the same may be duly recorded.

In Witness Whereof, the said The Real Estate and Improvement Company of Baltimore City has caused its corporate name to be subscribed hereto by Geo. Dobbin Penniman its First Vice President, and has hereunto set its corporate seal duly attested, and the said grantee have hereunto set their hands and seals the day and year first above written.

Attest:

C. W. Woolford  
Secretary

Place of  
Corporate  
Seal

THE REAL ESTATE AND IMPROVEMENT COMPANY OF  
BALTIMORE CITY. (SEAL)  
by Geo. Dobbin Penniman (SEAL)  
First Vice President