

"And the said party of the second part, for itself, its successors and assigns, covenants, promises, and agrees to and with the said party of the first part, his heirs, executors, administrators, and assigns in manner following, that is to say:—

- "(a) That no buildings shall be erected on the said lands hereby conveyed or any part thereof except buildings built of brick or stone or partly of brick and partly of stone or of some material equivalent to brick or stone.
- "(b) That no buildings shall be erected on the said lands hereby conveyed or any part thereof except buildings adapted and intended for and used as and for private dwelling-houses only and for no other purpose.
- "(c) That no buildings shall be erected on the said lands hereby conveyed or any part thereof which shall cost less than \$3,000, that is to say, each single dwelling-house shall cost not less than \$3,000, exclusive of out-buildings.
- "(d) That no manufacture or trade shall be carried on on the said lands hereby conveyed or any part thereof.

"Provided, however, that the above restrictions as to the use to which any buildings may be put shall be and remain in force for twenty years from the date and no longer, and that the above restrictions as to the materials to be used in the erection of any buildings shall not apply to necessary outbuildings used in connection with said dwelling-houses."

It is stated that the York County company subsequently subdivided this block, exacting covenants from its purchasers differing somewhat from those in the Aikens deed, and providing "that the houses erected by them would be of a certain character and would cost not less than \$3,500 each or thereabouts, and that no trade or manufacture should be carried on on any of the lots, and that the property purchased should be used for residential purposes only."

In the deed to the vendor there is the following covenant: "And the said party of the second part, for himself, his heirs, executors, administrators, and assigns, hereby covenants with the said party of the first part, its successors and assigns, that he will not, within the period of ten years from the date hereof, erect or cause or suffer to be erected upon the said lands any dwelling-house or houses to cost less than \$3,500 each, nor