

RESTRICTIONS APPLICABLE TO
LOTS IN MARLING FARMS, KENT ISLAND, QUEEN ANNE'S COUNTY, MARYLAND
AS CONTAINED IN DEED AND AGREEMENT DATED SEPTEMBER 1952
FROM MARLING FARMS, INC. TO ELIZABETH D. WILSON

SUB-DIVISION I

The word "street" as used in this Deed and Agreement is intended to mean any street, highway, or other thoroughfare shown on said plat or hereafter laid out in Marling Farms — Section One, whether designated as street, avenue, road, place, court, alley, land, path, way, or otherwise.

A "Front Street" shall, as to any lot except a corner lot, be deemed the street, not less than fifty (50) feet in width, upon which the particular lot abuts. A corner lot shall be deemed to front on the street, not less than fifty (50) feet in width, upon which it has its smallest frontage, except in cases where the Company shall designate in any deed hereafter made by it conveying any corner lot, the street on which such corner lot shall thereafter be considered as fronting.

The word "building" as used in this Deed and Agreement is intended to mean either a detached building or a block of two or more attached buildings.

The word "parcel" as used in this Deed and Agreement is intended to mean a piece of land which has not been opened up and laid out with streets and lots.

The word "lot" as used in this Deed and Agreement is intended to mean any piece of land on which, in accordance with the provisions hereof or of any deed from the Company hereafter transferring title thereto, the owner shall have the right to erect a building as above defined.

The words "Marling Farms — Section One", "tract", and "tract of land" as used hereinafter in this Deed and Agreement are each intended to mean all the land shown on and included in said plat filed for record as hereinbefore stated.

SUB-DIVISION II

There shall not be erected, permitted, maintained or operated upon any of the land included in the tract any brewery, distillery, malthouse, slaughterhouse, brass foundry, tin, nail, iron or other foundry, lime-kiln, stone quarry, cement mill, sugar refinery, crematory, graveyard, jail, penitentiary, house of correction, hospital, asylum sanatorium or institution of like or kindred nature, stable of any kind, cattle yard, hog-pen, fowl yard or fowl house, cesspool, privy vault or any form of privy (not including, however, septic tanks with leaching pits or dry wells); nor any plant, manufactory or establishment for the purpose of making or preparing soap, candles, starch, vitriol, vinegar, glue, ink, turpentine, oil, lamp black, gunpowder, dynamite or other explosive, baking powder, cream of tartar, gas, asphalt or fertilizer, nor for bone boiling, fat boiling, dyeing, tanning, dressing or preparing of skins, hides or leather; nor shall any noxious, dangerous or offensive thing, trade or business whatsoever be permitted or maintained on the tract; nor shall any live poultry, hogs, cattle or other livestock be kept thereon.

SUB-DIVISION III

The land included in the tract, except as hereinbefore or hereinafter provided, shall be used for private residence purposes only; and, with such exceptions, no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, one (1) to each lot, each dwelling being designed for occupancy by a single family, and private garages for the sole use of the occupants of the lots upon which such garages are erected.

No trailer, basement, tent, shack, garage, barn, or other out-building erected on the tract shall at any time be used as a residence, temporarily or permanently; nor shall any residence of a temporary character be permitted.

Every dwelling erected upon the tract shall be provided with inside toilets with adequate water supply and septic tank installation for disposal of sewage, approved by the Company.

Buildings to be used for schools, churches, libraries, art galleries, museums, apartment houses, clubs, offices, studios, public garages, or for recreational, educational, religious or philanthropic purposes may be erected or maintained by the Company in such locations as it may determine and by others in locations approved by the Company; provided, however, that in the latter event no building shall be erected, maintained or used for any of the said purposes, except by the Company, unless in each case there shall first have been filed in the proper office of record a deed or other instrument in writing executed by the Company, approving, specifying and limiting the uses to which such building may be put; with the approval of the Company buildings may be erected, maintained or used for business purposes on any part or parts of any parcel or parcels of land contiguous or near to Marling Farms-Section One which may hereafter be subjected by the Company to the provisions of this Deed and Agreement as part of the Marling Farms development; provided, however, that the restrictions contained in Sub-Division II hereof shall in all cases be observed.

Parks, playgrounds, and public beaches may be laid out and maintained by the Company and by others in locations previously approved in writing by the Company.

No "For Sale" and/or "For Rent" sign, or sign of similar character, shall be erected or maintained on the tract or on any building or structure on the tract; provided, however, that the Company may from time to time suspend this restriction, as to the tract as a whole, for such period or periods of time and subject to such conditions and regulations as it may determine; no signs of any kind (including the above mentioned signs if permitted) nor billboards, posters or advertising devices of any character shall be erected or maintained on said tract, or on any building or structure on the tract, without the written consent of the Company and its approval in writing as provided in Sub-Division VI hereof.

SUB-DIVISION IV

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of the tract closer than twenty-five (25) feet to any front street less than fifty-one (51) feet in width or closer than thirty (30) feet to any front street fifty-one (51) or more feet in width.

Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.

Single story bay, bow and oriel windows not more than fifteen (15) feet in height (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than three (3) feet, but the total horizontal plane area of such encroachments on any side of a detached building or of each of a block of buildings is not to exceed thirty (30) square feet.

No building or part thereof, nor any garage, shall be erected or permitted within five (5) feet of the rear line of any lot. No part of any garage shall be erected or maintained more than thirty (30) feet from the rear line of any lot unless the garage be attached or connected by a breezeway, or similar architectural device, to the dwelling house on the lot, nor in any case closer than fifteen (15) feet to any side street fifty (50) feet or more in width.

The Company shall, in all cases, have the right to say and determine, for the purposes of this Deed and Agreement, what is the level of the first floor of any building or of any part thereof, which shall be held to be the front, side or rear lines of any lot and, also, the amount of the setback from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final.

SUB-DIVISION V

Free, or open, spaces shall be left on every lot built upon, on both sides of every building erected thereon, which free spaces shall, except as hereinafter provided, extend the full depth of the lot and shall be in addition to and independent of any free spaces pertaining to or required for any other building or any other lot. No part of any building, except as hereinafter provided, shall encroach on any such free space. The width of such free space to be left on either side of any building shall be not less than twenty per cent (20%) of the front footage (along the front street) of the lot upon which such building is to be erected.

Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such free spaces.

An encroachment of not more than two (2) feet may be made on any such free space by eaves, cornices and gutters.

A garage, no part of which is further than thirty (30) feet from the rear line of the lot, shall not be subject to the provisions of this Sub-Division.

SUB-DIVISION VI

No building, fence, wall or other structure shall be commenced, erected or maintained on the tract, nor shall any addition to or change or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme and location of such structure and the grading plan of the lot to be built upon shall have been submitted to, and approved in writing by, the Company, and a copy thereof, as finally approved, lodged permanently with the Company; no roadway shall be constructed or maintained into a lot from any street until the plans and specifications therefor shall have been submitted to, and approved in writing by, the Company, and a copy thereof, as finally approved, lodged permanently with the Company. No pier, boat house, bulkhead, bath house, or similar outbuilding shall be erected upon the tract without the prior written approval and permission of the Company.

The Company shall have the right to refuse to approve any such plans or specifications, grading plan or material that are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications, grading plan or material it shall have the right to take into consideration the suitability of the proposed building, or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure, or the roadway, as planned, on the outlook from the adjacent or neighboring property.

Approval given hereunder shall become null and void unless construction is begun within six (6) months from the date of such approval and completed with reasonable expedition.

SUB-DIVISION VII

The Company hereby expressly reserves the right, at any time or from time to time, to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained in Sub-Divisions III, IV, V, VI and XV hereof, as to any part of the land then owned by the Company in said tract and, with the consent of the then owner (not including a mortgagee), as to any other part of the land included in said tract; provided, however, that any such annulment, waiver, change or modification shall be evidenced by a written instrument duly executed

and acknowledged by the Company and recorded in the Land Records of Queen Anne's County, the said then owner joining as a party in said instrument where necessary to show consent in respect of any land belonging to said owner.

SUB-DIVISION VIII

Easements and rights-of-way are hereby expressly reserved (a) in and over a strip five (5) feet in width along the rear line of each lot as shown on said plat, except the waterfront lots and Lots Nos. twenty-nine (29), forty-seven (47), sixty-three (63), eighty-eight (88), and ninety-nine (99); and (b) in a strip five (5) feet in width along the side lines of Lots Nos. twenty-nine (29), forty-seven (47), sixty-three (63) and eighty-nine (89) as shown on said plat; and (c) in and over the strips of land indicated as reservations on the said plat. Such easements and rights-of-way shall be for the following purposes:

For the erection, construction and maintenance of poles, wires and conduits, and of the necessary or proper attachments in connection therewith for the transmission of electric current and for telephone and other public utility services;

For the construction and maintenance of storm-water drains, land drains, sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method beneath the surface of the ground.

The Company shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved.

The right is reserved to prune or trim any tree or shrub on any lot that interferes with the construction, maintenance or efficiency of said electric, telephone or other public utility services.

The Company reserves the right, at the time of or after grading any street or part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street to a slope of not to exceed two (2) feet horizontally for each one (1) foot of height thereof, but the Company shall not be obligated to do such grading or to maintain the slope.

SUB-DIVISION IX

It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street shown on said plat, the title to all such streets being hereby expressly reserved to the Company; nor shall any deed from the Company hereafter made, conveying any part of the land included in said tract, be held to convey the title to or to dedicate the bed of any street, except where expressly so conveyed or dedicated in the deed.

If any public authority shall condemn for public uses any street or streets included in said tract and if in the condemnation proceedings damages shall be awarded to the Company for the taking of such street or streets, the Company agrees to apply the amount received by it as damages in each condemnation proceeding, or so much thereof as may be necessary for the purpose, toward reimbursing the owners of any land included in said tract, against whom in such proceeding benefits may have been assessed in excess of the damages awarded to them.

The Company hereby gives and grants to each owner hereafter acquiring title to any lot included in said tract the right to such use of the streets, shown on said plat or which may hereafter be laid out in said tract, as may be necessary for reasonable and convenient ingress and egress to and from the lot belonging to such owner; but, subject to such use by said owners, the Company expressly reserves to itself the title to both the surfaces and beds of all said streets and the right to use and occupy the same or to allow others so to do in any manner that does not materially interfere with said user of ingress and egress; and it further expressly reserves the exclusive right to grade, change the grade of, regrade, change the location of, close or partly close any such street; but no change of location, grade or closing shall be made that will prevent reasonably convenient ingress and egress to and from, or take any portion of, any lot sold or conveyed by the Company prior to such change of location, grade or closing.

The Company reserves, however, the right to dedicate to public use and the right to convey to any public authority or to any corporation having power to acquire the same, any or all of its right, title and interest in and to any street shown on said plat or hereafter laid out in said tract, subject to the rights of owners of any land included in said tract as hereinbefore granted.

SUB-DIVISION X

All the land included in said tract (except land owned by the Company and except, further, as hereinafter provided) whether owned by the Company or by others, except streets shown on said plat or hereafter laid out and except land taken or sold for or devoted to public improvements or uses, or to the general benefit or use of the occupants of said tract, shall be subject to an annual Community Maintenance Charge at the rate of Twenty Cents (20¢) per foot of frontage on a front street, for each year, commencing with the year 1953, for the purpose of creating a fund, to be known as the Community Maintenance Fund, to be paid by the respective owners of the land included in said tract to the Company annually, in advance, on the first day of January in each year, commencing with January 1, 1953.

The amount of said annual charge may be adjusted from year to year by the Company as the needs of the property may, in its judgment, require; but in no event shall such amount be raised above Twenty Cents (20¢) per foot of frontage on a front street for any calendar year.

If a deficit occurs in the Community Maintenance Fund in any calendar year, said deficit may be made up from the fund collected during the succeeding calendar year or years.

If the amount of the annual Charge levied on the first day of January in any year be less than Twenty Cents (20¢) per foot of frontage on a front street, the Company may, in its discretion, increase such levy at any time during said year to Twenty Cents (20¢) per foot of frontage on a front street; but in no event shall the total amount levied for said year be raised above Twenty Cents (20¢) per foot of frontage on a front street.

The Company agrees to apply the total fund arising from said Charge, as far as the same may be sufficient, towards the payment of Community Maintenance Expenses incurred for the following purposes:

For lighting, improving and maintaining the streets, and the parks and playgrounds, if any, maintained for the general use of owners and occupants of land included in said tract, including all grass and planted areas within the boundaries of such streets, parks and playgrounds;

For operating and maintaining storm-water drains and sanitary sewers now or hereafter constructed in said tract;

For employing policemen and watchmen;

For caring for unimproved and for improved by unoccupied land, on which said Community Maintenance Charge is being paid, and for removing grass and weeds therefrom.

For expenses incident to the examination and approval of plans as herein provided, and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained.

For taxes and assessments, if any, that may be levied by any public authority upon the streets, parks and playgrounds, now or hereafter opened, laid out or established for the general use of the owners of land included in said tract;

For doing any other thing that, in the opinion of the Company, may be of general benefit to the said owners.

It is expressly agreed that said Community Maintenance Charge shall constitute a lien or encumbrance on the land with respect to which said Charge is made, and that by the acceptance of title to any of the land included in said tract the owner (not including thereby a mortgagee), from time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Company the Charge provided for in this Sub-Division, due and unpaid at the time of his acquiring title, in respect of the land acquired, and to pay such Charge thereafter falling due, as long as he shall hold title of record, without the right in any event to reimbursement for any charge that he may have paid in advance; a certificate in writing, signed by an officer of the Company, shall be given on demand to any owner liable for said Charge, setting forth the status of such owner and of the land in reference to which the inquiry is made, with respect to said Charge; such certificate, in favor of anyone relying thereon to his damage, shall be binding on the Company.

By acceptance of title each owner shall be held to vest in the Company the right and power, in its own name, to take and prosecute all actions or suits, legal, equitable or otherwise, which may, in the opinion of the Company, be necessary or advisable for the collection of such Charge.

Said Charge, at the discretion of and with the consent in writing of the Company, signed by its President or Vice President, and upon such conditions as it may impose, may be made subject to the lien of any mortgage on any part of said tract, provided such subordination shall apply only to the Charge that shall have become payable prior to the passing of title under foreclosure of such mortgage; and nothing herein or in any consent to subordination given by the Company shall be held to affect the rights herein given to enforce the collection of such Charge accruing after sale under foreclosure of such mortgage.

If the Company shall carry out the intention, hereinbefore expressed, of developing part or all of the lands, hereinbefore mentioned, that it owns or may hereafter acquire contiguous or near to Marling Farms — Section One, and if the said development shall be of the same general character as Marling Farms — Section One and the Company shall impose on any land so developed as part of Marling Farms a Community Maintenance Charge of a similar character and at the same rate as is imposed by this Sub-Division on the land included in Marling Farms — Section One and shall also subject such land to covenants, agreements, easements, restrictions, conditions and charges of the same general character as those contained in the other Sub-Divisions of this Deed and Agreement, it is agreed that the Company shall have the right to provide, in any recorded deed and agreement making any part of such land a part of the development of Marling Farms, that the Community Maintenance Fund, so long as the same shall be in existence, arising from the tract of land included in Marling Farms — Section One and the Community Maintenance Fund or Funds, so long as the same shall be in existence, arising from such contiguous or nearby lands, shall be considered as one fund and shall be applied to Community Maintenance Expenses incurred with respect to all of the land on which said Community Maintenance Charge is being paid, without regard to whether the contributions to the fund are made from or on account of the land included in Marling Farms — Section One or from lands contiguous or near thereto.

SUB-DIVISION XI

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Company, in addition to all other remedies, the right to enter upon the

land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Company shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

SUB-DIVISION XII

The provisions herein contained shall run with and bind the land included in said tract and shall inure to the benefit of and be enforceable by the Company and/or by the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns; and failure by the Company and/or by any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

SUB-DIVISION XIII

All the covenants, agreements, easements, restrictions, conditions and charges contained herein shall be in perpetuity; provided, however, that in the year 2000, and in each twentieth year thereafter (this is, in the year 2020, in the year 2040, etc.) any of the provisions contained in Sub-Divisions III, IV, V, VI, VII, X, and XV may be cancelled, annulled or abrogated, in whole or in part, by the recording the proper public Land Records of appropriate instruments, in writing, executed by the then owners (not including mortgagees) of a majority in area of the land included in said tract, exclusive of streets, parks, playgrounds and other land then devoted to public use or the general use of the occupants of said tract, which instruments shall specifically set out the provisions of this Deed and Agreement that are thereby cancelled, annulled or abrogated.

SUB-DIVISION XIV

The Company hereby accepts each of the trust, duties and obligations imposed upon it by this Deed and Agreement and agrees to discharge the same without charge for its services, except that the collection and disbursement of the Community Maintenance Fund provided in Sub-Division X hereof and for all overhead and office expenses and for the use of all hand tools furnished by it, the Company shall be entitled to charge twenty per cent (20%) of the amount of all expenditures made by it from said Fund, including in such expenditures payment to the Company at current market prices for labor and materials furnished and work done by it.

The Company shall exercise its discretion and judgment as to the amount of said Fund to be expended in connection with each of the purposes, for which said Fund is collected, and its decision in reference thereto shall be binding upon all parties interested.

The Company does not guarantee the sufficiency of said Fund for the purposes set forth in Sub-Division X hereof, and its liability in respect thereto shall be limited to the payment of its proper share thereof, in proportion to the land owned by it and liable therefor.

Any or all of the rights, titles, easements and estates given to or reserved by the Company in this Deed and Agreement may be assigned in whole or in part to one or more corporations or associations; and likewise all of the powers (including discretionary powers), duties and obligations given to, assumed by, or imposed upon, the Company by this Deed and Agreement may be assigned and transferred to one or more corporations agreeing to assume, exercise, carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance and assumption of such powers, duties and obligations; and such assignee or transferee shall thereupon have the same powers and be subject to the same duties and obligations as are herein given to, assumed by, or imposed upon the Company, the Company thereupon being released therefrom.