

# "COVENANTS"

## ROMANCOKE ON THE BAY (COPY AUGUST 7, 1985)

LIBER 43 PAGE 62  
RECEIVED FOR RECORD OCTOBER 1st, 1958

THIS DEED OF RESTRICTIONS, MADE THIS 18th DAY OF SEPTEMBER 1958, BY CHESTER BEACH, INC., A MARYLAND CORPORATION, HEREINAFTER CALLED THE DEVELOPER, PARTY OF THE FIRST PART: THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, A BODY CORPORATE OF THE STATE OF MARYLAND, PARTY OF THE SECOND PART: AND CLARENCE M. PLITT, OF THE CITY OF BALTIMORE, STATE OF MARYLAND, PARTY OF THE THIRD PART.

WHEREAS, CHESTER BEACH, INC. ACQUIRED TITLE TO A FARM OR TRACT OF LAND KNOWN AS THE "COCKEY FARM" FROM ROBERT F. PODLICH, BY DEED DATED THE 8th DAY OF SEPTEMBER, 1952, AND RECORDED AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY IN LIBER T.S.P. NO. 6 FOLIO 329, WHICH FARM IS SITUATE, LYING AND BEING IN THE FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, STATE OF MARYLAND, ON THE WATERS OF EASTERN BAY, AND CONTAINED 177.82 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY J. B. METCALFE, REGISTERED SURVEYOR, DATED DECEMBER, 1949; AND

WHEREAS, THE SAID CHESTER BEACH, INC. DID SUBDIVIDE A CERTAIN PORTION OF THE "COCKEY FARM", KNOWN AS "ROMANCOKE ON THE BAY", AS SHOWN ON A PLAT THEREOF BY WILLIAM D. PURDOM, REGISTERED SURVEYOR, DATED THE 15th DAY OF AUGUST, 1952, AND RECORDED AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY IN LIBER T.S.P. NO. 6 FOLIO 330; AND

WHEREAS, BY DEED AND AGREEMENT BETWEEN CHESTER BEACH, INC., ET AL. TO ROBERT F. PODLICH, DATED THE 8th DAY OF SEPTEMBER, 1952, AND RECORDED AMONG THE LAND RECORDS AFORESAID IN LIBER T.S.P. NO. 6, FOLIO 323, CERTAIN CONDITIONS, COVENANTS AND RESTRICTIONS WERE IMPOSED UPON THE LAND THEREIN PARTICULARLY DESCRIBED, BEING A PART OF THE "COCKEY FARM" AND KNOWN AS "ROMANCOKE ON THE BAY", WHICH CONDITIONS, COVENANTS AND RESTRICTIONS WERE SUBSEQUENTLY AMENDED BY TWO DEEDS AND AGREEMENTS BETWEEN SAID PARTIES. [1] DATED THE 29th DAY OF OCTOBER, 1952, AND RECORDED AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY IN LIBER T.S.P. NO. 7, FOLIO 330, AND [2] DATED THE 3rd DAY OF JUNE, 1954, AND RECORDED AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY IN LIBER T.S.P. NO. 16, FOLIO 278; AND

WHEREAS, CHESTER BEACH, INC. HAS SUBSEQUENTLY SUBDIVIDED ADDITIONAL PORTIONS OF THE "COCKEY FARM", AS SHOWN ON A PLAT ENTITLED "ROMANCOKE ON THE BAY, SECOND SECTION", BY JAMES H. LUDLOW ASSOCIATES, REGISTERED SURVEYORS, DATED MAY, 1958, WHICH PLAT IS RECORDED AMONG THE LAND RECORDS AFORESAID IN LIBER T.S.P. NO. 41, FOLIO 386; AND

WHEREAS, SAID LANDS SUBDIVIDED AS AFORESAID AND KNOWN AS "ROMANCOKE ON THE BAY, SECOND SECTION", ARE SUBJECT TO A MORTGAGE FROM CHESTER BEACH, INC. TO THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, PARTY OF THE SECOND PART, DATED THE 15th DAY OF APRIL, 1957, AND RECORDED AMONG THE LAND RECORDS AFORESAID IN LIBER T.S.P. NO. 34, FOLIO 148; AND

WHEREAS, SAID LANDS SUBDIVIDED AS AFORESAID AND KNOWN AS "ROMANCOKE ON THE BAY, SECOND SECTION", ARE FURTHER SUBJECT TO TWO MORTGAGES TO CLARENCE M. PLITT, PARTY OF THE THIRD PART, AS FOLLOWS: [1] DATED THE 19th DAY OF JUNE, 1957, AND RECORDED AMONG THE LAND RECORDS AFORESAID IN LIBER T.S.P. NO. 35, FOLIO 438; AND

WHEREAS, CHESTER BEACH, INC. AS DEVELOPER, DESIRES TO IMPOSE UPON THE LANDS KNOWN AS "ROMANCOKE ON THE BAY, SECOND SECTION", AS AFORESAID CERTAIN CONDITIONS, COVENANTS AND RESTRICTIONS, AND THE PARTIES OF THE SECOND AND THIRD PARTS WERE TO HAVE AGREED TO EXECUTE THIS DEED OF RESTRICTIONS FOR THE PURPOSE OF ASSENTING THERETO.

NOW, THEREFORE, THIS DEED OF RESTRICTIONS WITNESSETH, THAT IN CONSIDERATION OF THE PREMISES, THE PARTIES HERETO, AND EACH OF THEM, FOR THEMSELVES, AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DO HEREBY COVENANT AND AGREE WITH EACH OTHER AND WITH ONE ANOTHER, THAT FROM HENCE FORTH THE FOLLOWING CONDITIONS, COVENANTS AND RESTRICTIONS SHALL BE, AND ARE HEREBY, IMPOSED AND PLACED UPON THE LANDS KNOWN AS "ROMANCOKE ON THE BAY, SECOND SECTION", AS FOLLOWS, TO WIT:

1. ALL LOTS IN "ROMANCOKE ON THE BAY, SECOND SECTION" SHALL BE FOR RESIDENTIAL USE ONLY AND NOT FOR PURPOSES OF ANY TRADE OR BUSINESS WHATSOEVER. STRUCTURES ERECTED ON ANY ONE LOT SHALL CONSIST OF THE MAIN DWELLING OR RESIDENCE FOR THE OCCUPANCY OF ONE FAMILY ONLY, TOGETHER WITH A PRIVATE GARAGE AND OTHER STRUCTURES APPURTENANT TO THE MAIN RESIDENCE, OR TO BE USED IN CONNECTION THEREWITH, AND ON NO LOT SHALL THERE BE MORE THAN ONE MAIN DWELLING OR ANY STRUCTURE APPURTENANT THERETO. THE MAIN DWELLING OR RESIDENCE ON ANY LOT SHALL HAVE A SET BACK FROM THE FRONT LINE OF SAID LOT OF AT LEAST THIRTY-FIVE [35] FEET, AND SHALL HAVE A SET BACK FROM THE DIVIDING LINES OF SAID LOT OF AT LEAST TEN [10] FEET, AND SHALL HAVE A SET BACK FROM THE REAR BOUNDARY LINE OF THE LOT OF AT LEAST TEN [10] FEET.
2. NO RESIDENCE, DWELLING, GARAGE, OR OTHER STRUCTURE APPURTENANT TO THE RESIDENCE, SHALL BE ERECTED OR BUILT ON SAID LAND, NOR SHALL ANY ADDITION TO OR CHANGE OR ALTERATION THEREIN BE MADE, NOR SHALL ANY WELL OR SEPTIC TANK BE INSTALLED THEREIN, UNTIL THE PLANS AND SPECIFICATIONS FOR ANY SUCH STRUCTURE, OR ANY ADDITION OR ALTERATION, OR FOR ANY WELL OR SEPTIC TANK, AS WELL AS THE LOCATION OF ANY SUCH STRUCTURE OR ANY ADDITION OR ALTERATION, OR ANY SEPTIC TANK OR WELL TO BE INSTALLED IN SAID LAND, ARE SUBMITTED TO AND APPROVED IN WRITING, BY CHESTER BEACH, INC., HEREIN CALLED THE DEVELOPER, OR ITS SUCCESSORS IN THE OWNERSHIP OR DEVELOPMENT OF THE ENTIRE TRACT, OR ITS DULY AUTHORIZED AGENTS. THE DEVELOPER, AND ITS SUCCESSORS AND DULY QUALIFIED AGENTS, SHALL ALSO HAVE THE ABSOLUTE RIGHT TO DESIGNATE IN WRITING, THE AREA, ON EACH OR ANY LOT CONTAINED WITHIN THE DEVELOPMENT, WITHIN WHICH THE RESIDENCE, OR ANY CHANGE OR ALTERATION THEREIN, OR ANY ADDITION THERETO, OR ANY WELL OR SEPTIC TANK, SHALL BE ERECTED, CONSTRUCTED OR INSTALLED, INCLUDING THE ABSOLUTE RIGHT, PRIOR TO THE ERECTION OF THE RESIDENCE, TO ESTABLISH IN WRITING TO BE DULY RECORDED, NEW SET BACK LINES WHICH SHALL APPLY TO THE LOT OR LOTS ON WHICH THE SAID RESIDENCE IS TO BE ERECTED. IN THE ABSENCE OF RECORDED EVIDENCE OF A CHANGE OR CHANGES IN THE SET BACK DISTANCES APPLICABLE TO ANY LOT OR LOTS IN THE DEVELOPMENT, IT SHALL BE CONCLUSIVELY PRESUMED, AFTER A RESIDENCE HAS BEEN ERECTED UPON A LOT OR LOTS WITHIN SAID DEVELOPMENT, THAT SAID RESIDENCE WAS PERMITTED TO BE ERECTED IN ACCORDANCE WITH THE GENERAL PROVISIONS, CONTAINED HEREIN, RELATING TO SET BACK DISTANCES. WRITTEN PERMISSION MUST BE OBTAINED FROM THE DEVELOPER, OR ITS SUCCESSORS OR ITS AGENTS, TO CONSTRUCT OR MAINTAIN FENCES, WALLS, HEDGES, BUILDINGS, PIERS, BOATHOUSES, BULKHEADS, BATH HOUSES AND OUT-BUILDINGS.
3. ALL DETACHED GARAGES AND OTHER OUT-BUILDINGS OF ANY KIND WHATSOEVER SHALL BE IN THE REAR OF THE DWELLING, BUT SHALL NOT BE WITHIN TEN [10] FEET OF THE REAR BOUNDARY OF THE LOT NOR WITHIN TEN [10] FEET OF THE DIVIDING LINES OF SAID LOT.
4. NO TREES SHALL BE CUT AND NO EXCAVATIONS SHALL BE MADE ON THE PREMISES EXCEPT FOR THE PURPOSE OF BUILDING THEREON AND AT THE TIME WHEN THE BUILDING OPERATIONS ARE COMMENCED AND NO EARTH OR SAND SHALL BE REMOVED FROM SAID PREMISES EXCEPT AS A PART OF SUCH EXCAVATIONS.
5. FREE AND OPEN SPACES SHALL BE LEFT ON BOTH SIDES AND TO THE FRONT AND TO THE REAR OF EVERY BUILDING, STRUCTURE, DWELLING OR

PART THEREOF, ERECT ON THE SAID LOT, WHICH FREE AND OPEN SPACES SHALL EXTEND THE FULL LENGTH OF ALL LOTS AND SHALL BE NOT LESS THAN TEN [10] FEET IN WIDTH FROM THE DIVIDING LINES FROM THE FRONT AND THE REAR OF SAID LOTS.

6. NO PRIVY OF ANY KIND SHALL BE ALLOWED ON SAID PROPERTY, BUT EACH HOUSE SHALL HAVE INSIDE TOILETS WITH ADEQUATE WATER SUPPLY AND SEPTIC TANK INSTALLATION FOR DISPOSAL OF SEWAGE APPROVED BY THE MARYLAND STATE BOARD OF HEALTH.
7. NO NOXIOUS OR OFFENSIVE TRADE SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE OR KEPT THEREON WHICH MAY BE OR BECOME ANNOYANCE OR NUISANCE TO THE NEIGHBORS.
8. 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.
9. IN ORDER TO PRESERVE OR IMPROVE THE VIEWS OF LAND AND WATER, HILLS AND VALLEYS, OBTAINABLE ON AND FROM VARIOUS LOTS SHOWN ON THE SAID PLAT, AND TO PROMOTE THE FREE MOVEMENT OF BREEZES AND PREVENT THE HARBORING PLACES FOR FLIES, MOSQUITOS AND OTHER INSECTS, THE DEVELOPER RESERVES THE RIGHT TO TRIM ANY TREES OR SHRUBBERY NOW OR HEREAFTER STANDING IN SAID TRACT WHICH MAY IN ITS OPINION, DESTROY OR INTERFERE WITH SUCH VIEWS OR THE FREE MOVEMENT OF BREEZES, OR FURNISH HARBORING PLACES FOR FLIES, MOSQUITOS OR OTHER INSECTS.
10. THE LAND HEREBY CONVEYED SHALL, IN RESPECT TO THAT PART OF IT WHICH LIES IN THE BED OF THE ROAD OR ROADS HARBORING THE PROPERTY, BE SUBJECT TO AN EASEMENT IN FAVOR OF THE OWNERS AND OCCUPANTS OF LOTS AND HOUSES BORDERING OTHER PARTS OF THE SAID ROAD OR ROADS IN RESPECT TO THE FREE AND COMMON USE OF THE SAID ROAD OR ROADS, BOTH FOR THE PURPOSE OF PASSAGE TO AND FROM AND FOR THE LAYING OR ERECTING OF WATER PIPES, GAS PIPES, ELECTRIC POLES OR OTHER PUBLIC UTILITIES TO BE USED IN COMMON BY THE OWNERS AND/OR OCCUPANTS OF THE ENTIRE TRACT, AND FURTHER, THAT THE OWNERS OR OWNER OF ANY LOT WILL JOIN IN A PETITION TO THE PROPER GOVERNMENTAL AUTHORITIES, THAT THIS ROAD OR ROADS BORDERING THE PROPERTY BE TAKEN OVER BY THE COUNTY AS PUBLIC ROADS UNDER A PROPER DEED OR DEDICATION TO BE SIGNED BY SUCH OWNER OR OWNERS AT SUCH TIME WHEN TWO-THIRDS OF THE OWNERS OF THE LOTS ALONG SUCH ROAD OR ROADS SHALL DEMAND.
11. THE DEVELOPER HEREBY RESERVES THE RIGHT IN ITS ABSOLUTE DISCRETION AT ANY TIME TO ANNUL, CHANGE OR MODIFY ANY OF THE RESTRICTIONS, CONDITIONS, COVENANTS, AGREEMENTS OR PROVISIONS CONTAINED HEREIN, AS TO ANY PART OF SAID TRACT THEN OWNED BY THE DEVELOPER, AND WITH THE CONSENT OF THE OWNER AS TO ANY OTHER LAND INCLUDED IN SAID TRACT; AND TO GRADE, CHANGE THE GRADE OF, OR REGRADE ANY STREET, ROAD OR LANE SHOWN ON SAID PLAT, AND SHALL HAVE THE FURTHER RIGHT BEFORE A SALE TO CHANGE THE SIZE OF, LOCATE OR RELOCATE ANY OF THE LOTS SHOWN ON THE SAID PLAT.
12. EASEMENTS AND RIGHTS OF WAY ARE HEREBY EXPRESSLY RESERVED IN AND OVER THE STRIPS OF GROUND FIVE FEET IN WIDTH ALONG THE REAR LINE OF THE LOTS FOR THE PURPOSE OF ERECTING, CONSTRUCTING AND MAINTAINING WIRES AND THE ACCESSARY OR PROPER ATTACHMENTS IN CONNECTING THEREWITH FOR THE TRANSMISSION OF ELECTRICITY AND FOR TELEPHONES AND OTHER PUBLIC UTILITIES OR FUNCTIONS, AND THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, OR NOMINEES SHALL HAVE THE RIGHT TO ENTER UPON SAID RESERVED STRIPS OF LAND FOR ANY OF THE PURPOSES FOR WHICH SAID EASEMENTS AND RIGHTS ARE RESERVED AS ABOVE SET FORTH.
13. THE PROVISIONS HEREIN CONTAINED SHALL RUN WITH AND BIND

LIBER 43 PAGE 65

THE LAND AND SHALL INSURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE DEVELOPER, OR THE OWNER OF ANY LAND INCLUDED IN SAID TRACT, THEIR RESPECTIVE PERSONAL REPRESENTATIVES, HEIRS,



SUCCESSORS, AND ASSIGNS, AND FAILURE BY THE DEVELOPER OR 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 TO ONE OCCURRING PRIOR OR SUBSEQUENT THERETO; AND THE DECLARED INVALIDITY OF ANY ONE OR MORE OF THE PROVISIONS HEREIN SHALL NOT AFFECT THE VALIDITY OF THE OTHERS.

14. ANY OR ALL OF THE RIGHTS AND POWER, TITLES, EASEMENTS AND ESTATES RESERVED OR GIVEN TO THE DEVELOPER IN THIS AGREEMENT MAY BE ASSIGNED TO ANY ONE OR MORE CORPORATIONS OR ASSOCIATIONS THAT WILL AGREE TO ASSUME SAID RIGHTS, POWERS, DUTIES AND OBLIGATIONS AND 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 ACCEPTANCE OF SUCH RIGHTS AND POWER; AND SUCH ASSIGNEE OR TRANSFEREE SHALL THEREUPON HAVE THE SAME RIGHTS AND POWERS AND BE SUBJECT TO THE SAME OBLIGATIONS AND DUTIES AS ARE HEREIN GIVEN TO AND ASSUMED BY THE DEVELOPER, THE DEVELOPER THEREUPON BEING RELEASED THEREFROM.
15. THE PURCHASER, OR SUCCESSOR IN POSSESSION, COVENANTS TO PAY TO CHESTER BEACH, INC., ITS SUCCESSORS OR ASSIGNS, ON MARCH 1st OF EACH YEAR THE SUM OF TEN DOLLARS [\$10.00] FOR EACH AND EVERY LOT PURCHASED, TO BE USED FOR CONSTRUCTION, MAINTENANCE AND REPAIRS OF STREETS IN THE SUBDIVISION. AT SUCH TIME AS CHESTER BEACH, INC., ITS SUCCESSORS OR ASSIGNS SHALL FORM AN ASSOCIATION OF THE PURCHASERS AND OWNERS OF THE LOTS IN THIS SUBDIVISION FOR THE PURPOSE OF ADMINISTERING THE ROADS FUNDS EACH PURCHASER OR OWNER EXPRESSLY AGREES TO JOIN AND MAINTAIN MEMBERSHIP IN SUCH ASSOCIATION AND TO ACCEPT AND ABIDE IN ALL RULES AND REGULATIONS FOR THE CONDUCT OF SUCH ASSOCIATION WHEN FORMED.
16. IT IS SPECIFICALLY AGREED BY CHESTER BEACH, INC., AS DEVELOPER; THAT IT WILL NOT EXERCISE ANY OF THE RIGHTS RESERVED BY IT IN ITEM II OF THIS INSTRUMENT, WITH REGARD TO ANY PORTION OF THE SAID TRACT OF LAND, ON WHICH THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY HOLDS A MORTGAGE, WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE SAID AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE.