

RESTRICTIONS AND CONDITIONS

1. All lots in Cloverfields shall be for residential use only and not for purposes of any trade or businesses whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with 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 and on no lot shall more than one family occupy the main dwelling or any structure appurtenant thereto. The main dwelling or residence on any lot shall have a setback from the front line of the said lot to be determined by the Seller when the Purchaser submits his building plans for approval as required by Restriction No. 2. The main dwelling shall have setbacks from the dividing lines at least (10) feet from each side, and a setback from the rear line of at least (10) feet. The term "front line" shall be determined by the Seller at the time building plans are submitted for approval.

1-A. The right to construct, maintain and use water fowl or duck blinds in or upon waters of said development hereby is reserved fully and exclusively to the Seller, its successors, licensees and assigns. No such right shall accrue by reason of purchase or otherwise to any other purchaser of lots in said development. Upland game hunting by lot Purchasers is strictly prohibited in said development.

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, until the plans and specifications for such structure or alterations and location thereof are submitted to and approved by David M. Nichols & Cc., or its successors in the ownership or development of the entire tract, or its duly authorized agents. Written permission must be obtained from the seller to construct or maintain fences, walls, hedges, buildings, piers, boathouses, bulkheads, bathhouses, and outbuildings. The exterior of any dwelling shall be completed in six months from date on which approval for such construction is given by the seller.

3. All detached garages and other outbuildings of any kind whatsoever shall be in the rear of the dwelling but shall not be within ten feet (10) of the rear boundary of the lot nor within ten feet (10) 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, erected on the said lot, which free and open spaces shall extend the full length of all lots and shall be not less than ten feet (10) in width from the dividing lines from the front and from 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 or upon any lot nor shall anything be done or kept thereon which may be or become any annoyance or nuisance to the neighbors.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding 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 the various lots shown on the said plat, and to promote the free movement of breezes and prevent the harboring places for flies, mosquito's and other insects, the Seller reserves the right to trim any trees or shrubbery now or thereafter 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, mosquito's 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 bordering 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 Seller hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned, 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 front and rear lines of the lots for the purpose of erecting, constructing and maintaining wires and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephones and other public utilities or functions, and the Seller, 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 the land and shall inure to the benefit of and be enforceable by the Seller or the owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns. Failure by the Seller 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 powers, titles, easements and estates reserved or given to the Seller 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 purposes of evidencing its acceptance of such rights and powers: 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 Seller, the Seller thereupon being released therefrom.

15. The Purchaser, or successor in possession, covenants to pay to Seller, its successors or assigns, on January 1st of each year, beginning January 1, 1959, a sum not to exceed Twenty Dollars (\$20.00) for each and every lot purchased, to be used for the management, supervision, and maintenance of the recreational facilities at Cloverfields.

At such times as the Seller, its successors or assigns shall form an association of the Purchasers and Owners of the lots in this subdivision for the purpose of taking title to and operating the recreational facilities, 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.

The Seller, its successors or assigns, however, reserves the right to the management, supervision and control of all of the facilities at Cloverfields, recreational and otherwise, until such time as seventy-five percent (75%) of all of the lots in Cloverfields have been sold.