

**COVENANTS For Section D
in the Subdivision of Long Beach on the Bay**

PARCEL NO.1: All that certain parcel of land situate, lying and being in the County of Calvert, in the State of Maryland, to-wit:

Lots w, x, and y, in Block z, Section D in the Subdivision of Long Beach on the Bay according to the plat of said subdivision as recorded in Plat Book A.A.H. No. xx, Folio yy, one of the Plat Books of Calvert County, Maryland.

PROVIDED, HOWEVER, at the said property is conveyed subject to the following restrictions, covenants and conditions:

1. The said subdivision of which the above described property is a part and land parcel thereof is restricted to residence purposes only, except as noted on the recorded plats filed among the land records of Calvert County, Maryland
2. That no shop, store, place of business, place of amusement or place of burial, stables, buildings or enclosures for the housing of animals except household pets shall be erected, maintained or used on any part of the land hereby sold, and no apartment house or dwelling designed for use by more than one family shall be erected or maintained on the land hereby sold.
3. No residence shall be erected within twenty-five feet (25') of the front line of said property nor nearer than ten feet (10') from the lot of an adjoining owner.
4. Residences erected upon said property shall contain not less than seven hundred and eighty (780) square feet of floor space, exclusive of porches, and no sheet metal or corrugated iron shall be used in construction thereof. It is expressly understood that any building erected on said property shall be completely finished on the exterior in brick, concrete masonry, stucco, asbestos or other approved siding, natural or simulated logs. If of log cabin type, all logs on outside all be peeled. If siding, it shall be painted with no less than two coats of paint before being occupied. Plans for any building for use as a dwelling to be constructed on said property costing less than Sixty-Five Hundred and no/100 (\$6,500.00) must be approved must be approved by the Sellers or its architect, a copy of the plan filed with the Sellers, and any building constructed on said property shall be built with a gable roof unless otherwise approved.
5. That no privy, sewer or receptacle for similar purposes shall be erected, dug, or maintained on said premise except a septic tank of design and construction approved by the Health Department of the State of Maryland or other similar governmental agency, and which shall be connected as an integral part of the dwelling house located on the property concerned. No drainage systems shall be outletted and no sewerage or refuse shall be deposited into the Chesapeake Bay or any cove, inlet, yacht basin, stream or water-way connected therewith or upon the shores thereof.
6. That all right, title and interest in and to the streets, drives, parks, roads, paths and shore is laid out on the plat of said subdivision are hereby expressly reserved to the Sellers, or their assigns, subject, nevertheless, to a right of way to each lot owner, his or her family and house guests, over the nearest street, path and shore to the public highway and to the Chesapeake Bay; and that all reference to or mention of avenues, streets, drives, roads, paths and shore, are for the purpose of description only and not for the purpose of dedication.
7. That the property hereby conveyed is subject to an easement for electric light and telephone lines.
8. That the Purchaser(s) and subsequent owners shall keep their property free from debris and underbrush and Sellers reserve the right, after giving thirty (30) days notice in writing to a lot owner of record, to enter upon said lot and clear away the underbrush or debris without liability and at the expense of the lot owner, which expense shall be a lien upon the land so cleared and may be enforced as a common debt against the then owners of record.
9. The Purchasers, for themselves, their personal representatives or assigns, covenant and agree that on January 1st of each year there shall be paid to the party of the Sellers, their successors or assigns, by the then owner of said property, a sum equal to twenty cents (20¢) for each front foot owned by the person making such payment to be used exclusively for the improvement of the property, construction, reconstruction and maintenance of the streets of the said subdivision adjacent to or leading to said property, which payment shall be a lien upon the land and may be enforced as a common debt against the then owners of record.
10. That the violation of any restriction or condition or breach of any covenant or agreement herein shall give the Sellers, their heirs or assigns, the right to enter upon the property upon which violation or breach exists and summarily to abate and remove at the expense of the owner thereof any structure, thing, or conditions that may be or exist thereon contrary to the intent and meaning of the provisions hereof and the Sellers, their heirs, assigns, servants or employees shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal.
12. The Purchaser(s), their personal representatives, or assigns, covenant and agree that all sums due the Sellers under paragraphs 8, 9, and 10 above shall be paid within a period of sixty (60) days after the due date, otherwise a penalty of one-half (1/2%) percent per month, or fraction thereof, shall be added to the original amount of the billing.

All of the said covenants and restrictions are to run with the land in perpetuity, and to be specially recited by reference in all future conveyances.

— End —