

Hillsmere
ESTATES

THIS DEED OF COVENANTS, RESTRICTIONS AND CONDITIONS, Made this _____ day of January, 1955; by Hillsmere Estates, Incorporated.

WHEREAS, Hillsmere Estates, Incorporated, a body corporate of the State of Maryland, hereinafter called "The Developer" is the owner of Hillsmere Estates, in fee simple, situated, lying and being in the Second Election District of Anne Arundel County; and

WHEREAS; "The Developer" (The word "Developer" shall also mean the word "Owner" as mentioned in the Restrictions, Conditions and Covenants hereinafter set forth), has subdivided Hillsmere Estates into lots for sale to the public and opened certain roads, avenues or streets according to Plats filed with the Clerk of the Circuit Court for Anne Arundel County; subject, however, to certain covenants, conditions and restrictions to run with the land and to be binding alike upon the developer and purchasers, their heirs, executors, administrators, successors and assigns; and

WHEREAS, it is the intention of the "Developer" that the owners of lots in the development known as Hillsmere Estates shall have the right to use in common all of the piers, wharves, beaches and community property which may be set aside, dedicated and deeded for the purposes aforementioned.

NOW, THEREFORE, THESE PRESENTS WITNESSETH: That for and in consideration of the premises, the mutual benefit to be derived by the developer and purchasers and for other good and valuable considerations, "The Developer" has subdivided the said Hillsmere Estates, according to the following Plats:

- A. Plat of Section 1, recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod G-3, Plat 5; now Plat Book 23, folio 1.
- B. Plat 1 of Section 2, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-4, Plat 12; now Plat Book 23, folio 3b.
- C. Plat 2 of Section 2, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-5, Plat 7; now Plat Book 23, folio 47.
- D. Plat 1 of Section 3, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-9, Plat 6; now Plat Book 25, folio 7.

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E. Plat 2 of Section 3, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod C-9, Plat 7; now Plat Book 25, folio 5.

F. Revised Plat of Section 2, Block "A", recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod C-9, Plat 5; now Plat Book 25, folio 6.

subject, however, to the following covenants, conditions and restrictions to run with the land, unless otherwise specified:

1. The owners expressly reserve the title to both the surface and the beds of all roads, highways, streets, and lanes as laid out on the said plats or that may be laid out in the future with reasonable and convenient ingress and egress to and from the land belonging to the purchasers and they further expressly reserve the exclusive right to grade, change the grade, close or partly close any road, highway, street or lane within the development of Hillsmere which will not immediately effect the right of ingress or egress of any purchaser.

2. The owners reserve and retain for themselves, their successors, licensees or assigns, the right to use an easement over a strip of land five feet in width along the rear line of each of the lots hereby conveyed as shown on the Plats of Hillsmere for the purpose of laying, erecting, maintaining, repairing, pipes, poles, wires, conduits, and other material and equipment for gas, water, electric light, power, telephone, telegraph, sewerage, and any other public or community service and utility.

3. There shall not be erected, converted, permitted, maintained, or operated any building or other structure for any other purpose other than residential and no business of any kind shall be permitted except by special permission of the owners and then only in a section specially set out on said land for such purposes. This prohibition, however, is not intended to apply to the owners who may erect or convert any building for business purposes in keeping with the development including the erection of wharves, piers, beaches, playgrounds, parks or recreational centers.

4. A committee of the owners shall approve the exterior plan and construction or any alterations of any building and the position of the building on the lot. No building shall be more than 2½ stories in height and no work shall commence on the construction of any buildings or dwellings until the proper

plans have been filed and approved in writing by the owners. No wood nor solid fence, signs, billboards or advertising matter shall be erected on any lot unless approved in writing by the owners.

5. Paragraph 5 of the Covenants, Restrictions and Conditions originally recorded in Liber J.H.H. 686, folio 597, is in essence the same, excepting that it has been rephrased for the purpose of clarity, and is to read as follows: No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of any lot, as shown on said plat or plats, closer than thirty (30) feet to any road, street or highway thirty (30) feet or more in width on which the plot upon which such building erected fronts. No building or any part thereof erected shall be any closer than fifteen (15) feet from the division line of any lot, and only one building for private residence purposes shall be erected on each lot. The Owners reserve the right to deviate from these distances if the contour or shape of a lot will not permit compliance with this restriction.

6. There shall not be erected, permitted or maintained or operated any privy, cesspool, vault or any form of privy except such sewerage systems as may be approved by the owners and no toilets or bath houses shall be erected on the said property except in such as shall be built in or attached to either the main dwelling or a garage and any such shall be constructed in accordance with the regulations of and with the approval of the State Board of Health and in no event is any waste or drainage to empty into the tide waters of the South River or any pond, creek or lake, bordering or within the said development.

7. The owners reserve the right to change or modify the lot lines or method of subdivision of any unsold properties without the consent of any purchaser, provided, however, such change does not immediately effect any of the rights of any purchaser.

8. That nothing herein contained shall construe a dedication of any road, lake, pond, park, playground, wharf, pier, community beach until such time as the owners may dedicate or convey the roads, etc., to any public authority having the power to acquire same.

9. That no tent or other structure or trailer intended for temporary or permanent living quarters shall be permitted.

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10. No animals shall be kept or housed on any lot or in any building situated on any lot in numbers that, in the opinion of the owners, may be considered as obnoxious to the health, peace and quiet of any purchaser or the owners.

11. All purchasers of waterfront property with riparian rights, agree not to erect any fences, piers, wharves or any obstructions to water rights without obtaining written permission from the owners.

12. All of the covenants, restrictions and conditions contained here shall be in perpetuity but on and after thirty (30) years from date of these presents a majority of owners of the lots may amend, cancel, annul or obligate any and all of the covenants, restrictions or conditions by a writing duly executed and properly recorded among the Land Records of Anne Arundel County.

13. The grantee further covenants to pay to the grantor, its successors or assigns, on March 1st following the date of this contract, the sum of Twenty (\$20.00) Dollars for each one hundred feet (or more) lot and the sum of Fifteen (\$15.00) Dollars for each eighty feet (or less) lot hereby purchased to be used by said grantor in the construction, maintenance and repair of streets on the subdivision; and a like amount on the 1st day of March in each subsequent year, thereafter, perpetually, so long as there are any privately owned roads to maintain. Such assessment to be eliminated if the county takes over roads or in the event the majority of the property owners form a corporation to take over the roads from the developer.

14. Any violation of any condition, covenant, or restriction herein contained shall be a breach and the owners or any purchaser may exercise their or his rights in any Court of Record against such violation.

15. The above covenants, restrictions, and conditions shall not apply to any piece or parcel of land reserved for business purposes and are herein expressly excepted.

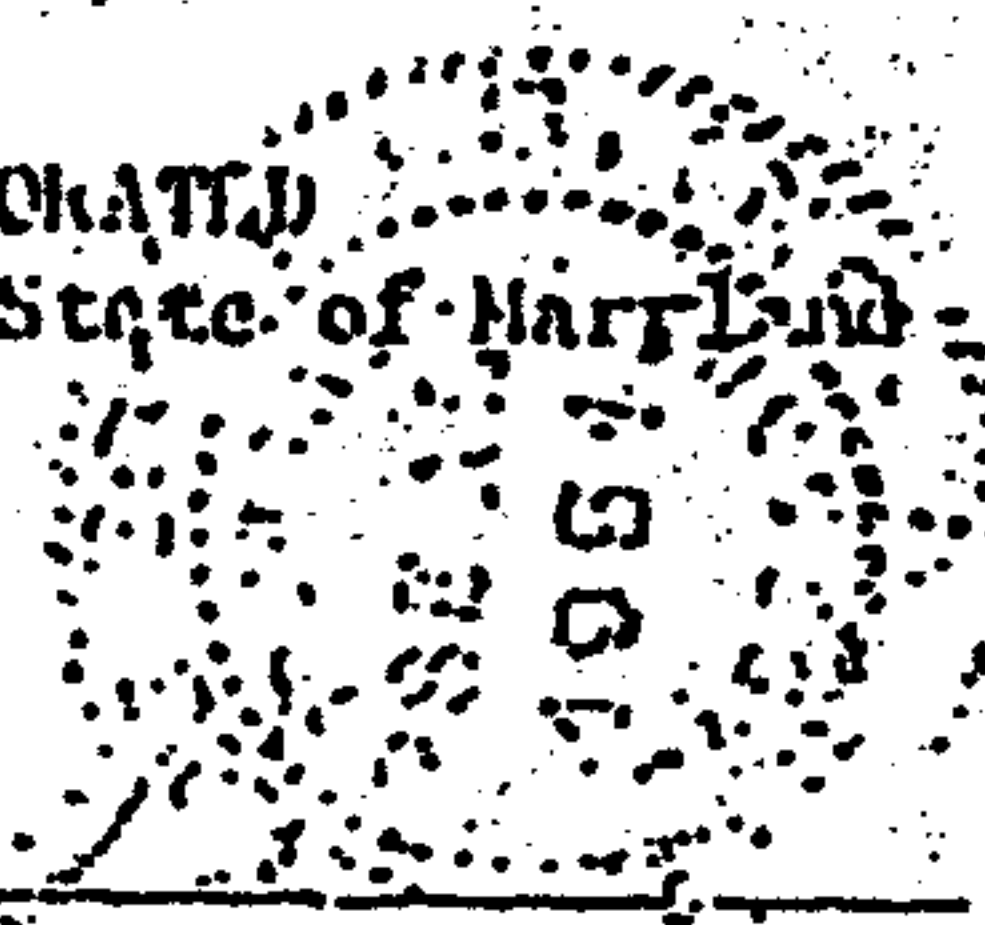
16. All said covenants, restrictions and conditions are to run with the land and to be expressly recited by reference in all future conveyances.

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WITNESS the corporate seal of Hillsmere Estates, Incorporated, a body corporate of the State of Maryland, and the signature of C. Carroll Lee, its President, duly attested by Violet H. Tayman, its Secretary.

TEST:

HILLSMERE ESTATES INCORPORATED
a body corporate of the State of Maryland



Violet H. Tayman
Secretary

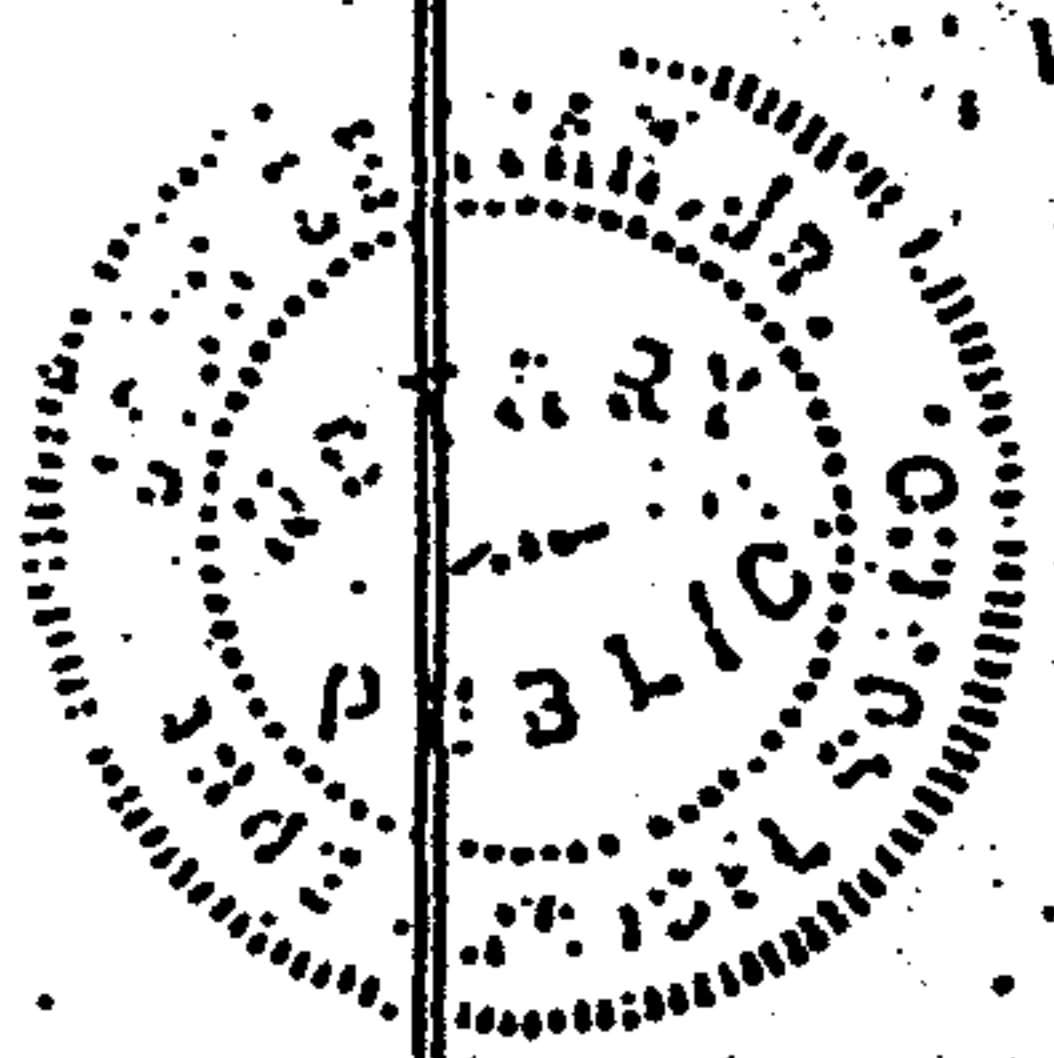
BY

C. Carroll Lee
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this _____ day of January, 1955; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared C. Carroll Lee, President of Hillsmere Estates, Incorporated, a Maryland Corporation; and at the same time also appeared Violet H. Tayman, and they acknowledged the foregoing Deed of Covenants, Restrictions and Conditions to be the act and deed of the said body corporate.

WITNESS my hand and Notarial Seal.



John Benyan, Jr.
Notary Public

Recorded; Feb. 3, 1955 at 9.30 A.M.