

LIBER 1288 FOLIO 63
OLDE TOWNE SUBDIVISION

927353

COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 2nd day of April, 1992, by OLDE TOWNE COMPANY, INC., referred to hereafter as Developer.

WHEREAS, Developer is the owner of all of the land in Salisbury Election District of Wicomico County, Maryland, which is shown on the plat entitled "Olde Towne Subdivision, Section One", more particularly referred to hereinafter; and

WHEREAS, it is the desire and intention of the Developer to sell lots in the subdivision and to impose on them mutual, beneficial restrictions under a general plan of improvement for the benefit of all the lots in the subdivision, as those terms are defined hereinafter, and the future owners of the lots.

NOW, THEREFORE, DEVELOPER HEREBY DECLARES that all of the lots in the subdivision are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, covenants, easements and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lots and every part of the subdivision.

1. Definitions:

As used in the foregoing recitals and throughout this Declaration, the following terms shall have the following definitions:

A. "Developer" shall mean Olde Towne Company, Inc. and its successors, except that in the event that it shall transfer or assign its rights and powers hereunder to some other corporation, entity, or person by written instrument, then the term "Developer" shall mean the transferee or assignee of those rights and powers.

B. "Subdivision" shall include the land shown on the plats entitled "Olde Towne Subdivision, Section One", which is dated March 3, 1992 and revised April 1, 1992 and recorded or intended to be recorded among the Land Records of Wicomico County, Maryland prior hereto and such other land as the Developer may expressly subject to these covenants and restrictions by written instrument which is separate from this Declaration and which is also recorded among the Land Records of Wicomico County, Maryland. In addition to the lots which are shown on the plat, unless the context clearly requires otherwise, as used herein the term "subdivision" shall include the public street that is adjacent to the lots, which shall be subject to these covenants and restrictions to the extent permitted by law.

C. "Lot" shall mean any parcel of land that is shown and designated as a separate numbered parcel or lot on the plat referred to above or any amended plat of the subdivision that may hereafter be recorded among the Land Records of Wicomico County, Maryland, by the Developer.

D. "Homeowners' association" shall mean any organization acknowledged by the Developer as the homeowners' association for the subdivision. These covenants and restrictions do not create such an organization or confer any rights or powers upon it, but Developer shall have full authority to create such an organization and confer upon it some or all of the rights and powers of Developer and authority for the administration of these covenants and restrictions.

E. "Plat" shall mean any plat of the subdivision

recorded among the Land Records of Wicomico County, Maryland, in order to subdivide it, including the plat referred to above, and any amended plat of the subdivision that may hereafter be recorded among the Land Records of Wicomico County, Maryland by Developer.

F. "Owner" shall mean the person or entity that is the holder of the title to a lot as indicated by the Land Records of Wicomico County, Maryland, provided that when the title to a lot is held by more than one (1) person or entity, each such holder must join in any action permitted by these covenants and restrictions before it shall be deemed to have been taken by any holder of title to the lot. "Owner" shall not include any person, group of persons, other legal entity, or any combination thereof which holds such interest (i) solely as security for the performance of an obligation or (ii) by virtue of an instrument or agreement other than one recorded among the Land Records of Wicomico County, Maryland.

G. "Residential purposes" shall mean all ordinary residential activities and uses except for those that are excluded by these covenants and restrictions, either specifically or by necessary implication.

H. 'Manufactured, modular or pre-fabricated dwelling' shall mean a structure designed and intended for residential use which is constructed, assembled or fabricated at some other location and transported to the lot (1) in modules or (2) in one or more sections for assembly. The term shall not include a structure which is constructed in the manner commonly referred to as 'stick-built'.

2. Liability:

Neither the Developer nor any transferee of its rights and powers hereunder nor any organization or person that shall have the authority to administer these covenants and restrictions shall be liable or responsible for:

A. Any claim or cause of action arising from or based upon the exercise or non-exercise by Developer, its successors or assigns, of its rights and powers hereunder;

B. Any act or omission taken or made in good faith in the administration or enforcement of these covenants and restrictions; or

C. Any defect in any plans or specifications approved as herein provided nor for any structural defect or other defects in any work done according to any such plans and specifications.

3. Residential usage restriction:

No lot shall be used except for residential purposes and the use or occupancy of any lot or improvement thereon for any trade, business or commercial purpose is hereby excluded and prohibited, except for (i) the Developer's activity to develop or sell lots in the subdivision, (ii) the conduct by the Developer or the homeowners' association of business that is limited to the owners of lots in the subdivision or their guests and not advertised to the general public by the Developer, the homeowners' association or other operator of the business, and (iii) the purchase of any lot and the speculative or other construction of residential improvements thereon for re-sale, provided that the improvements so constructed may be occupied for residential purposes only.

4. Single residence restriction:

At any particular time, not more than one (1) dwelling

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or house shall be erected, placed or used on a lot as a place of residence.

5. Single-family restriction:

No dwelling, house or other building on a lot shall be used as a place of residence except as a private, single-family residence. As used herein, a single-family shall include bona fide servants of the family whose primary place of employment is the lot or the housekeeping unit of the other persons.

6. Architectural control:

A. No structure, including but not limited to a house or any other building, fence, wall, pier, dock, deck, porch, mailbox, boathouse or gazebo shall be commenced, erected or maintained on any lot nor shall any addition to or material change or alteration thereof be made until and unless the plans and specifications showing the nature, kind, shape, height, materials, construction details, floor plans, color scheme, elevation, grade, location, and approximate cost of such structure and the grading and landscaping plan of the lot to be built upon shall have been submitted to and approved in writing by the Developer and a copy thereof, as finally approved, filed permanently with the Developer. The Developer shall have the right to refuse to approve any such plans or specifications, or any part thereof, that is not or may not be suitable or desirable in the Developer's sole opinion for aesthetic or other reasons or is contrary to the interests and welfare of any other lot or the owner thereof or is incomplete. In passing upon such plans and specifications, Developer shall have the right to take into consideration the suitability of the proposed dwelling, house or other structure and the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony of its external materials, color and design with the surroundings and existing structures and the effect of the house or other structure, as planned, on the adjacent property. Developer shall notify applicant of its approval or disapproval within fourteen (14) working days after detailed and complete plans and specifications and grading plans containing all information required by this paragraph are submitted. As used herein, a "working day" shall mean Monday through Friday, inclusive, exclusive of Federal legal holidays. Approval by the Developer shall not be considered a guarantee, warranty or representation by Developer that the plans and specifications as approved satisfy the standards or requirements of any applicable governmental authorities. Developer may transfer or delegate from time to time its powers and authority to approve or disapprove plans and specifications as aforesaid to any person or entity, including, but not limited to the homeowners' association, any other organization that is composed of the owners of the lots in the subdivision or of which such owners are entitled to be members.

B. All dwellings shall contain:

(i) contain not less than 1500 square feet of livable interior floor area, exclusive of outbuildings, basements, garages (provided that finished areas in or over the garage may be counted toward the minimum 1500 square feet of liveable interior floor area requirement), porches, decks, breezeways, carports and unfinished areas;

(ii) be constructed with a brick facing on the exterior of the portion of the foundation walls which are above ground.

C. Once construction of improvements has been commenced on any lot, such construction shall be completed in accordance with the approved plans and specifications within a

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reasonable time (and in any event within twelve months) following the date on which construction began.

D. No manufactured, modular, or pre-fabricated dwelling (or, except with the express written consent of Developer, the giving or withholding of which shall be solely within the discretion of Developer and may be arbitrarily withheld, other building constructed by similar techniques) may be placed, constructed, or erected on any lot shown on the Plat.

E. The main section of the roof on any dwelling must have a pitch of 11/12 or greater.

F. All buildings shall have an architectural textured shingle roof.

G. Any detached building on any lot shall be constructed of the same materials and in the same architectural style as the dwelling house on the lot.

H. No above ground pool or satellite dish antenna shall be permitted on any lot.

I. No driveway or other direct ingress or egress shall be permitted to or from any lot from or to Pemberton Drive.

7. Mobile home, trailer and temporary structure restriction:

A. Neither mobile homes nor trailers that are not customarily towed by automobile shall be placed on any lot or in the streets of the subdivision. The cooking, bath and toilet facilities and equipment of any trailer, mobile home or motor home shall not be used or operated when it is located on any lot or in the streets of the subdivision nor shall it be used for residential purposes, such restriction being applicable to a trailer or mobile home, regardless of whether the trailer or mobile home is customarily towed by automobile. No temporary structure shall be placed on any lot.

B. Mobile homes, motor homes, trailers and similar vehicles shall not be placed, stored or kept on any lot unless enclosed in a structure so as not to be visible beyond the lot lines nor in the streets of the subdivision.

8. Vehicle restriction:

Junked, abandoned or inoperative vehicles shall not be placed, stored or kept on any lot unless enclosed in a structure so as not to be visible beyond the lot lines nor in the streets of the subdivision.

9. Animal, fowl and pet restriction:

No animal, fowl, or other fauna, whether or not domesticated, shall be kept or boarded on any lot, except as follows:

A. Dogs and cats may be kept so long as they are kept in accordance with sound husbandry, in healthy condition, and in such manner (including control by training or otherwise) that they do not roam freely or otherwise constitute a nuisance or unreasonably disturb any resident of the subdivision. Structures housing dogs and cats shall not be located:

(i) Between the street on which the lot fronts and the building setback line for that lot as shown on the plat, or

(ii) Within twenty-five (25) feet of any other lot or other property.

B. Other ordinary pets may be kept if they are housed entirely within the house or place of residence without any special door or other means of access to any yard, pen, or run that is not located in the house or place of residence. Ordinary pets include but are not limited to canaries, parakeets, and turtles, but shall in no event include livestock and poultry.

10. Building setbacks:

No building or other structure (or any portion thereof) except fences shall be located upon any portion of a lot that is either (i) within the area between any street on which the lot fronts and the building setback line for that lot as shown on the plat, (ii) within ten (10) feet of any other lot or property [except that in case any building shall cover more than one lot, no portion thereof shall be nearer than ten (10) feet of the adjoining lots to those on which the building is located].

11. Fences:

A. Each lot owner shall maintain in good repair and condition the fences located on such owner's lot, including the fences erected by Developer on or near the boundary lines of the lot. As to fences erected by Developer on any lot along Pemberton Drive, unless Developer has consented in writing to such action, (i) no changes may be made to the style or color of such fences and (ii) such fences may not be removed unless they are replaced with a fence of the same style and color and stained or painted to match the fence being replaced.

B. No additional fence may be constructed or erected on any lot unless it matches in style and color.

C. No chain link fence shall be permitted on any lot.

D. No fence may be erected on any lot until the owner of the lot has obtained approval for such fence in compliance with Paragraph 6A hereof.

12. Septic systems and wells:

Septic systems and wells must be located and constructed in accordance with applicable laws; reference is hereby made to the sewage disposal areas that are indicated on the plat.

13. Hunting restriction:

Hunting and the discharge of firearms is absolutely prohibited on or over any lot or other portion of the subdivision.

14. Personal property restriction:

A. Personal property that is used primarily for any business, trade or commercial purpose or activity, including but not limited to such things as vehicles, equipment, machinery, or material, shall not be used, parked, placed or permitted to remain on a lot at any time, except:

i. For such time and in such manner, kind and amount as may be reasonable for residential purposes, and

ii. Unless otherwise prohibited or regulated by these restrictions, any such personal property may be parked, placed or otherwise permitted to remain on the lot only if it is parked or placed entirely within the enclosed portion of the house or place of residence, its garage, or any other building on the lot, provided, however, that such personal property may be used on the lot only for such time and in such manner, kind, and

amount as may be reasonable for residential purposes.

B. The provisions of this Paragraph shall not apply to the Developer or to any corporation affiliated or related by common ownership (in whole or in part) with Developer.

15. General use restriction:

No vehicles, equipment, or machinery shall be parked, placed or operated on the streets of the subdivision or on any portion of a lot that is within the area between any street on which the lot fronts and the building setback line for that lot as shown on the subdivision plat, except as follows:

A. Items may be placed or operated there as required by any law or regulation having the effect of law that applies to the usage of the lot for residential purposes or as the result of any bona fide emergency, provided that, to the extent that is reasonably possible, such items shall be placed and operated elsewhere.

B. Other items may be placed and operated there for such time and in such manner as may be reasonable for the care, maintenance, improvement, or use of the lot for ordinary residential purposes, provided that, to the extent that is reasonably possible, such items shall be placed and operated elsewhere.

C. Automobiles and trucks of three-quarters (3/4) of a ton or less may be parked in driveways or parking areas, the location and plans for which have been approved as provided in Paragraph 6 hereof.

16. Landscaping restriction:

A. No tree that is larger than six (6) inches in thickness at ground level may be cut or intentionally killed without prior written approval of Developer.

B. The vegetation of the cleared portion of any lot shall be maintained in a neat and attractive manner.

C. Any landscaping plan submitted and approved as provided in Paragraph 6A hereof must be implemented and completely carried out within twelve months following the date on which construction began.

D. Any screening plantings must be behind the rear line of the dwelling erected on the lot or, if no dwelling is erected on the lot, behind the front building setback line.

17. Sidewalks:

Sidewalks may not be constructed in the area between the street on which the lot fronts and the building setback line for that lot as shown on the plat, except (i) with the prior written approval of Developer or (ii) by government having the power to do so.

18. Sign restriction:

No sign that may be generally read from the street or adjacent lots shall be placed or posted on any lot or its improvements, except as follows:

A. One (1) sign, which may have two (2) faces, giving the name of any resident of the lot and any street number assigned to the lot by governmental authority may be placed near the intersection of the driveway and the street, provided that the sign shall not be more than five (5) feet above the ground

availability for sale of such property by newspaper or other means that are not expressly prohibited by these covenants and restrictions.

23. Restriction against unusual hazards and nuisances:

No conduct, activity, device or other thing that constitutes an unreasonable hazard to any person or property on any lot or other portion of the subdivision shall be permitted to occur or be placed on any lot or other portion of the subdivision. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to any other lot or portion of the subdivision.

24. Underground services requirement:

All wires, cables, pipes, conduits, or other facilities for the furnishing of electricity, water, sewage, or other utilities or services to a lot or for the distribution of such utilities or services to any particular location on the lot shall be installed underground except where the facility shall be required by law to be otherwise installed.

25. Clothes lines:

Any clothes line or hanging device shall be erected inside the house or some other structure, except that an umbrella type clothes line with a diameter not in excess of seven (7) feet may be erected provided it satisfies the requirements contained in Paragraphs 6 and 10 hereof.

26. Reservations and easements:

A. Developer reserves for itself, its successors and assigns:

(i) An easement for ingress, egress, drainage and the installation and maintenance of sidewalks and utilities over, across and under an area 5 feet in width adjoining any lot in the subdivision; and

(ii) Easements for installation and maintenance of storm drainage facilities over, across and through any drainage and/or maintenance easement areas designated on the plat; and

(iii) Easements for the construction and maintenance of landscaping, irrigation system and structures, if any, within the median strip of Williamsburg Parkway; and

(iv) Easements for the construction, planting and maintenance of fences and landscaping screening along the southerly sides of lots abutting Pemberton Drive within an area 30 feet in width as measured from the northerly line of Pemberton Drive.

B. Notwithstanding the foregoing reservation of easements, neither Developer nor any successor or assign of Developer shall be liable for loss of property or for damages caused by water, ice, erosion, washing, flooding or other action by storm or act of God, nor shall Developer be responsible for maintenance of any facilities located within such easement areas.

27. Notices to lot owners:

Whenever notice of any matter is required or provided under these covenants and restrictions, such notice shall be deemed to have been received by an owner of a lot when it has been delivered to the lot or placed in the regular U.S. mail, postage prepaid, addressed to the owner at the street address of the lot or any other address of the owner of which the person

is held by more than one (1) person or entity, notice to any one such person or entity shall constitute notice to all.

28. Further subdivision:

The lots as shown on the plat of the subdivision may not be further subdivided and their boundaries may not be changed without the express written consent of the Developer.

29. Effect of law:

Except as may be provided thereby, laws and ordinances are not altered or affected by these covenants and restrictions and compliance herewith will not constitute compliance with any law or ordinance. Accordingly, applicable laws and ordinances should be consulted as if these covenants and restrictions did not exist.

30. General exclusions:

These covenants and restrictions shall not be enforceable against (i) the Developer's activity to develop or sell lots in the subdivision, (ii) the conduct by the Developer or the homeowners' association of business that is limited to the owners of lots in the subdivision or their guests and not advertised to the general public by the Developer, the homeowners' association, or other operator of the business or (iii) the purchase of any lot and the speculative or other construction of residential improvements thereon for re-sale, provided that the improvements may be occupied for residential purposes only.

31. Abatement of violations:

If any of these covenants and restrictions are violated, the Developer, the homeowners' association, or any owner or owners of any lot subject to the effect hereof or his heirs, successors or assigns, upon failure of any lot owner(s) to abate such violation within thirty (30) days after the giving of written notice to abate, may abate such violation at the expense of the owner and any other person causing or permitting the violation, without liability for entry upon said premises or any conduct that is reasonably necessary for the abatement of such violation. In the event that a legal proceeding is commenced for the abatement of such violation or for damages resulting from such violation, the owner of each lot that is the site of the violation shall be jointly and severally liable for the costs of such action, including attorneys' fees, proved, however, that such liability shall be imposed only upon a lot owner who has been given the aforementioned notice and has not caused the abatement of the violation on the particular lot of which he is the owner.

32. Duration and nonwaiver:

These covenants and restrictions, unless terminated in accordance with their terms, shall exist in perpetuity and forever run with and be binding upon the lots of the subdivision, as those terms are defined in paragraph 1 hereof, and the owner(s) of the lots, their respective successors, heirs, personal representatives and assigns, and shall inure to the benefit of and be enforceable by Developer, the homeowners' association, or any owner or owners of any lot or lots hereinbefore described, their respective successors, heirs, personal representatives, or assigns. Failure by the Developer, the homeowners' association, or any of the owners of the lots to enforce any restrictions, conditions, covenants or charges herein contained shall in no event be deemed to be a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.

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33. Amendment:

These covenants and restrictions may be amended at any time by the recordation among the Land Records of Wicomico County, Maryland, of an amendment that refers to these covenants and restrictions by their recording reference (Liber and Folio) among those Land Records and that has been executed by and acknowledge as the act and deed of the owners of at least 75 percent of the lots in the subdivision at the time of the recordation of such amendment, except that:

A. In the event that the Developer owns more than 25 percent of the lots in the subdivision at the time of the recordation of the amendment, then the owners executing and acknowledging the amendment must include the owners of at least 50 percent of the lots that are not owned by the Developer at that time in order for the amendment to be effective, and

B. In the event that the Developer owns at least one (1) lot but less than 25 percent of the lots in the subdivision at the time of the recordation of the amendment, then the owners executing and acknowledging the amendment must include the Developer in order for the amendment to be effective.

C. An amendment shall become effective when it is recorded among the Land Records and indexed therein in the name of the subdivision, and thereafter shall operate and have full force and effect with regard to each lot of which the owner has executed and acknowledged the amendment as such owner's act and deed, but shall not operate or have any force or effect with regard to any lot of which the owner has not executed and acknowledged the amendment until notice of the substance of the amendment and its recordation shall have been given to the owner of the lot as provided in Paragraph 27 hereof, provided, however, that each person who shall acquire any ownership of a lot after the amendment has been recorded shall be deemed to have received such notice at the time of the acquisition of ownership of the lot.

D. An amendment shall not operate or have any force or effect with regard to any activity upon a particular lot or to any improvement or use thereof that has substantially begun or which exists before the time when the amendment shall have begun to operate and to have force and effect with regard to that lot, unless the activity, improvement, or use shall thereafter cease to exist or be abandoned, in which event any such activity, improvement or use of the lot that shall subsequently be begun or exist shall be subject to the full operation, force and effect of the amendment in the same manner as if it had been recorded before the activity, improvement, or use was substantially begun or existed.

34. No forfeiture of title:

The violation of these covenants and restrictions shall not cause or result in any forfeiture or reversion of the title to any lot.

35. Grantee's acceptance:

The owner of any lot, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these covenants, restrictions, easements, reservations, and agreements herein contained, and also the jurisdiction, rights and powers of Developer and/or of the homeowners' association and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Developer, the

homeowners' association, and to and with the grantees and subsequent owners of each of the lots to keep, observe, comply with and perform said covenants, restrictions and agreements.

36. Severability:

Every one of these covenants and restrictions herein contained is hereby declared to be independent of, and severable from, every other one of these covenants and restrictions. If any of these covenants and restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of these covenants and restrictions.

37. Captions and construction:

The underlined captions preceding the various paragraphs and subparagraphs of these covenants and restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision hereof. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural; the masculine form shall be taken to mean or apply to the feminine or to the neuter; and the singular includes the plural number, and vice versa.

38. Variances:

A. Subject to the provisions of Paragraph 38B, Developer may grant a variance of or waive the application of any of the covenants and restrictions contained herein and any building setback line, sewage disposal area, or well location shown on the plat in an instance in which, in Developer's sole opinion, such variance or waiver is (a) necessary or warranted to prevent hardship to or overcome practical difficulties of the affected lot owner or (b) not materially detrimental to the privacy, view, use or enjoyment of any other lot. No such waiver or variance shall be effective unless in writing and signed by Developer.

B. Any waiver or variance by Developer shall not eliminate the need for a waiver or variance from any applicable governmental authorities. Any variance or waiver of a building setback line shown on the plat for a particular lot must also be approved by the owners of the lots which adjoin the affected lot on the left and right when the affected lot is viewed from the street on which it faces.

AS WITNESS the execution hereof, the day and year first above written.

WITNESS:

OLDE TOWNE COMPANY, INC.

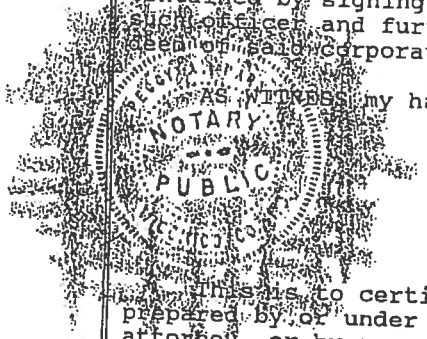
Peggy A. Parks

BY: *Otis G. Esham, Jr.* (SEAL)
Otis G. Esham, Jr.,
President.

ANY OFFICES, PERDUE, RAYNE, DAVIS & WHITE, P.A.

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of April, 1992, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Otis G. Esham, Jr. and acknowledged himself to be the President of Olde Towne Company, Inc., and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer and further acknowledged the same to be the act and deed of said corporation.



AS WITNESSES my hand and Notarial Seal.

Regina A. Yanks
NOTARY PUBLIC

My Commission Expires: 4-1-94

I certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney, or by a party to this instrument.

Donald C. Davis
DONALD C. DAVIS

LAW OFFICER, PERDUE, RAYNE, DAVIS & WHITE, P.A.

MISC #	33441 #
RECORD FEE	50.00
REAL PROP	5.00
SUBTOTAL	55.00
CHECK TL	55.00
#234390 C004 001 116+01	

04/15/92

Ch. Public Clerk

Received for Record *04/15/1992* and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B. No. *1288* Folios *63-74*

Mark S. Bowen Clerk