

DRUM POINT COVENANT

RESTRICTION AND CONDITIONS

1. The parties hereto agree that no dock or boat house shall be constructed extending unto or over the waters, lakes, canals, creeks, bay or Patuxent River or any of the waters within or adjacent to Drum Point Beach, until plans and specifications have been submitted to and approved in writing by Drum Point Corporation, it being strictly understood and agrees that the Drum Point Corporation shall not be liable for any accidents resulting from the use of lakes, lagoons, canals, creeks, bay and rivers for navigation, anchorage or swimming purposes.
2. That the said land shall be used for residential purposes only and no part of such premises shall be used for a hospital, asylum, cemetery, a place of burial, a factory, manufactory, or any business or trade whatsoever.
3. That no building or addition thereto, or any fences or other structure shall be erected without the written approval of THE DRUM POINT CORPORATION, and such building or addition shall be constructed in accordance with plans and specifications submitted to THE DRUM POINT CORPORATION, and in accordance with the building codes of Calvert County.
4. That no tent or other structure or trailer intended for temporary living quarters shall be permitted.
5. That the land used for any dwelling shall consist of not less than one residential lot; that no dwelling including porches or bay windows attached thereto shall be built within twenty-five (25) feet of the front line of any lot nor within fifteen (15) feet of the outside lines of corner lots not within five (5) feet of the side lines of an abutting lot in said subdivision; that every dwelling shall have inside toilets connected with septic tank
6. That an easement over the five (5) feet width adjoining for public utility purposes is reserved by THE DRUM POINT CORPORATION, and the right is reserved to go upon vacant lots, cut grass and weeds or plant and cultivate flowers and shrubbery.
7. That 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.
8. That no fence, signs, or billboard or advertising matter of any kind whatsoever shall be placed on said premises without the consent in writing of the grantor. In the event that any signs are placed on said premises, without the written consent of the grantor, the grantor reserves the right to remove said signs without notice.
9. The grantees further covenant to pay the grantor, its successors or agents, on March 1st following the date of this contract, the sum of TEN DOLLARS (\$10.00) for each and every lot hereby purchased to be used by said grantor in the construction, maintenance and repair of streets in 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.
10. No water supply and sewage disposal system shall be started on any lot without first obtaining a construction permit from the Calvert County Health Department.
11. No boats shall be anchored of shore in the canals or lagoons and when not in use, shall be moored as closely adjacent to the bank as safety allows, in order that navigation of the waterways shall not be impeded. The canals and lagoons shall be used and navigated by no one who is not an owner, lessee or occupant of a lot fronting on said canal or guest or member of the family of such owner lessee, or occupant or other persons authorized by the Drum Point Corporation.
12. Each dwelling in this section shall have a deep well, 150 feet deep or more, extending into the confined ground water table.
13. That all of the above restrictions shall remain in force until July 1, 1967, and shall then automatically successively renew for each ten year period thereafter unless the owners of a majority of the subdivided lots in the said subdivision of THE DRUM POINT CORPORATION, at least six months prior to any such renewal date, agree in writing to a change in, or an abrogation of, any of the above restrictions and record such writing so amending the aforesaid covenants and restrictions among the Land Records of Calvert County, Maryland.
14. The above covenants, conditions and restrictions shall run with and bind the land hereby conveyed.

Retyped 3/1/97 for clarity