

## **RESTRICTIONS ON "BIG ISLAND," TURKEY POINT**

1. The said property hereby conveyed shall be used for residential purposes only and shall not be used for any commercial or manufacturing purposes of any kind or nature.
2. Only one dwelling and a private garage shall be erected on each lot of ground as shown on the plat of "Turkey Point" duly recorded among the Land Records of Anne Arundel County, and no building shall be erected on the lots in Blocks Nos. 1 and 2 as shown on the aforesaid plat at a cost of less than \$3,500.00; no building shall be erected on the lots in Block No. 4 and lots in Block "A" if said Block "A" is hereinafter divided, as shown on the aforesaid plat, at a cost of less than \$4,000.00; no building shall be erected on the lots in Blocks Nos. 5, 6, 7, 8, 9, 19, 20, and 21, at a cost of less than \$3,000.00; no building shall be erected on the lots in Blocks Nos. 10, 11, 12, 14, 15, 16, 17, 18, and lots in Block "B" if said Block "B" is hereinafter subdivided, as shown on the aforesaid plat, at a cost of less than \$2,500.00. Garages and pump houses shall be exempt from the minimum cost as above set out, but shall be constructed of a similar material and of a similar design as the dwelling placed on said lot.
3. The lots in Block No. 3 as shown on the said plat shall only be sold to and owned by a lot owner, in Block "A" and Blocks Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 19, 20, and 21 as shown on the aforesaid plat, and shall be used for the sole purpose of a private beach and for the purpose of private dockage; no dwelling or living quarters shall be erected on any lot in said Block No. 3 as shown on said plat and the only buildings that shall be erected thereon shall be a private bath house and a private boat-house; and no bath-house shall be constructed at a cost of less than \$100.00, and the same must be painted and kept in a presentable condition at all times. The lots in block No. 3 shall not be sold except in conjunction with a lot in the above set out Blocks in this restriction, and shall not be sold to or used by any person or persons other than an owner of a lot in the hereinabove set out Blocks in this restrictions. All bath-houses or other buildings other than a boat house shall be erected within that part of the lot designated for bath-houses as shown on the plat of "Turkey Point."
4. Plans and specifications for all buildings to be erected on the said lots as shown on the aforesaid plat of "Turkey Point" shall be submitted to and approved by Waterfront Estates, Incorporated, its successors or assigns, before any construction is begun.
5. All buildings constructed on said lots as shown on the aforesaid plat shall not be constructed closer to any road or street line than the building line as shown on the aforesaid plat, nor closer than 5 feet to the side line or party line of any lot.
6. No outside toilet shall be constructed upon any of the lots as shown on the hereinabove referred to plat and no sewage of any kind shall empty into the waters

of the Chesapeake Bay or South River or any tributaries thereof, and all houses must be provided with cesspools or septic tanks or other similar devices for the sanitary disposal of waste matter, and said systems must comply with the health and sanitary laws of the State of Maryland and of Anne Arundel County.

7. No solid board fences shall be maintained on any of the lots as shown on the aforesaid plat, and no type of fence or hedge shall be maintained on any of said lots as shown on the aforesaid plat at a height of more than 48 inches.

8. No chickens, poultry, pigs or live stock of any kind shall be kept on the property, and no dogs or cats or other domestic animals shall be kept except those that are household pets, and the same shall not be allowed to run at large. This restriction shall not apply to Blocks "A" and "B" as shown on the aforesaid plat.

9. There shall be an assessment of \$10.00 per year against each lot sold in said subdivision by Waterfront Estates, Incorporated, its successors or assigns, with the exception of Blocks "A" and "B" (which assessment is hereinafter set forth) which assessment shall be due and payable to the said Waterfront Estates, Incorporated, its successors or assigns, on the first day of July of each year, which said assessment shall constitute a first lien on said lots so sold and conveyed, and shall be enforced by said Waterfront Estates, Incorporated, its successors or assigns, by due process of law; at the expense of said fund, said assessment to be used in the discretion of the said Waterfront Estates, Incorporated, or its successors or assigns, for the upkeep of roads, walks, ways, bridges, wharves, and beaches until such time as such roads, walks, ways, bridges, wharves, and beaches are taken over by the County or State or some other agency. Block "A" shall be assessed \$50.00 per year and Block "B" shall be assessed \$25.00 per year as hereinabove provided in this restriction.

10. Said Waterfront Estates, Incorporated, its successors or assigns reserve the right at any time to zone the subdivision with respect to restrictions for business purposes and when so zoned, no building shall be built, occupied or used for any business purpose except within said zone and then under such restrictions and conditions as shall be provided for in said zoning restriction.

11. The fee simple title to all streets, roads, walks, ways, bridges, wharves, and beaches is reserved to the said Waterfront Estates, Incorporated, its successors or assigns, and the said Waterfront Estates, Incorporated, its successors or assigns, reserve the right to authorize the construction of all public utilities along the said streets, roads, walks, ways, bridges, wharves, and beaches and along the rear line of any lot as shown on the aforesaid plat.

12. Waterfront Estates, Incorporated, its successors or assigns, reserves the right to go upon vacant lots in said subdivision as shown on the aforesaid plat at any time and cut grass or weeds at the expense of the lot owner or owners.

13. No nuisances of any kind shall be permitted on any of the lots as shown on the aforesaid plat, and there shall be no picnicking, camping or living in tents or garages on any of the lots in said subdivision, and there shall be no disrobing in automobiles nor bathing therefrom.
14. Beach No. 2 as shown on the aforesaid plat is reserved for the exclusive use of the owners of Block "A" and the owners of lots in Blocks Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 19, 20, and 21 as shown on the aforesaid plat.
15. Beaches Nos. 1 and 3 as shown on the aforesaid plat are reserved for the use of the owners of all of the lots as shown on the aforesaid plat. Waterfront Estates, Incorporated, its successors or assigns, reserve the right to grant the use of beaches Nos. 1 and 3 to the owners of lots in the remainder of the tract, known as the "Little Island," the same being the balance of the track known as "Turkey Point," as conveyed to Waterfront Estates, Incorporated, by William A. Tuerke and wife by deed dated the 6th day of March, 1941, and recorded among the Land Records of Anne Arundel county in Liber J. H. H. No. 233, folio 156, whenever the same shall be subdivided or sold.
16. In the event Blocks "A" and "B" as shown on the aforesaid plat are subdivided by the owners thereof, they shall not be subdivided into lots of less than 50 feet by 150 feet, and only one building shall be erected on each lot as hereinabove more specifically set out in Restriction No. 2, and all of the restrictions herein set out shall apply to them.
17. No pigs shall be kept on Block "A" and "B" and no chickens, poultry, or live stock shall be kept on said Blocks as shown on said plat unless the same are kept within an enclosure and shall not be allowed to run at large, and no nuisances of any kind shall be permitted on any of said Blocks.
18. Waterfront Estates, Incorporated, its successors or assigns, reserves the right to erect, maintain, and operate a central water system for said subdivision; and if such a system is installed, it shall not be deemed a violation of any of the restrictions hereinabove set out.
19. The invalidation of any one of these covenants and restrictions or any portion thereof by judgement or decree of any court or in any manner whatsoever shall in no wise affect any of the other covenants and restrictions, or any portions of said restrictions not invalidated by said judgement or decree, and the said covenants and restrictions or portions thereof not so invalidated shall remain in full force and effect.
20. These covenants and restrictions shall run with the land hereby conveyed and shall be binding on the Grantees, their heirs and assigns.