

DECLARATION OF RESTRICTIONS FOR SECTION TWO & SECTION THREE (REVISED)
OF OCTORARO LAKES, INC., EIGHTH ELECTION DISTRICT, CECIL COUNTY,
MARYLAND.

This Declaration of Restrictions, made this *7th* day
of *September*, 1966, by Octoraro Lakes, Inc.

WHEREAS, Octoraro Lakes, Inc., a Maryland corporation,
is the owner of a tract of land containing 182.831 acres situate in
the Eighth Election District of Cecil County, Maryland by virtue
of a deed from Martin L. Glackin and Hanlon P. Brown, Co-Partners,
T/A Octoraro Lakes, dated May 24, 1965 and recorded among the Land
Records of Cecil County in Liber W.A.S. No. 171, folio 529.

WHEREAS, said owner has subdivided and designated cer-
tain sections of said land as Section Two and Section Three (Revised)
of Octoraro Lakes, said Plats being dated April, 1966 and recorded
among the Plat Records of Cecil County in Liber W.A.S. No. 2,
folios 48 and 57 respectively.

WHEREAS, said owner desires to make known and declare
the covenants, agreements, conditions, reservations, and restric-
tions which shall be applicable to and bind the aforesaid Sections
as shown on said Plats and recorded aforesaid.

The word, "Developer", when used herein, shall mean
Octoraro Lakes, Inc., or its nominees.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Octoraro Lakes, Inc. does hereby covenant and
declare that it shall hold and stand seized of the said lands,
under and subject, nevertheless, to the following covenants, ease-
ments, reservations and restrictions which it is hereby agreed
shall be binding upon said owner and its successors and assigns,
which covenants, easements, reservations and restrictions are
hereby imposed for the benefit of each piece or parcel of said
land as it is subdivided according to said plats dated April, 1966.

and recorded among the Plat Record Books of Cecil County in Liber W.A.S. No. 2, folios 48 and 57.

COVENANTS AND RESTRICTIONS

1. No buildings shall be erected other than a dwelling, garage, and such other structures that are pertinent to strictly residential property; prior to erection of any building, drawings and specifications shall be submitted for approval by the Developer, or its nominees. Alterations and changes in design and construction of both completed buildings and those under construction shall require the approval of the Developer, or its nominees, before making said changes or alterations; PROVIDED, HOWEVER, that the terms contained in this Restriction No. 1 shall not apply to Lot No. 26, being the lot on which the business office and apartment house is located, and Lot No. 27, being the lot on which a foundation is presently located and on which it is contemplated constructing a clubhouse; both of the aforementioned lots being located in Section Three (Revised) of said subdivision.

2. No more than one dwelling shall be erected on a numbered lot, nor shall any store or commercial structure or any commercial enterprise or public business be conducted on a lot; provided, however, that this restriction shall not exclude the use of the premises by a doctor or dentist to provide professional services; PROVIDED, HOWEVER, that the terms contained in this Restriction No. 2 shall not apply to Lot No. 26, being the lot on which the business office and apartment house is located, and Lot No. 27, being the lot on which a foundation is presently located and on which it is contemplated constructing a clubhouse; both of the aforementioned lots being located in Section Three (Revised) of said subdivision.

3. No poultry or livestock shall be kept or raised on any lot, or lots, of said subdivision at any time.

4. No trailers or mobile homes will be permitted on the premises.

5. Subdivision of any lot shown on said plat shall not be permitted.

6. No signs shall be erected on the premises which exceed Two Hundred (200) square inches in size.

7. Easements for installation and maintenance of public utilities and drainage facilities are reserved over the side and rear five (5) feet of each lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements. The easement area of each lot and all improvements in or on it shall be maintained continuously by the owner of the lots except for those improvements for which a public authority or utility company is responsible.

8. The premises shall be used so as not to cause any pollution to the streams running over or near said subdivision.

9. No fences shall be erected on the premises which exceed Four (4) feet in height and, prior to the erection of said fence, approval must first be obtained from the Developer, or its nominees.

10. Orientation of any dwellings or appurtenant structures constructed on the premises shall be controlled by the Cecil County zoning regulations, subject to any variances which may be obtained so as to allow construction of a dwelling or appurtenant structures on a lot.

11. Sewage facilities shall be a septic tank with tile field or dry well. All sanitation facilities constructed on said property shall conform to Cecil County Board of Health requirements.

and be so constructed and operated as not to constitute a menace to the water supply and health of the community. Refuse, trash, garbage, and other items of litter shall not be allowed to accumulate out of doors, but shall be buried or promptly disposed of. Abandoned automobiles, trucks, or other items of machinery shall not be permitted on any lot in said subdivision.

12. Tents may be temporarily erected on a lot, but only after the consent of the Developer, or its nominees, has been granted; provided, however, that under no circumstances will a tent be erected on any lot in Section Three (Revised) of said Octoraro Lakes.

13. Any construction which is started on the premises shall be completed within one (1) year from the commencement of said construction. Until completion of the dwelling, grass and weeds shall be kept mowed so as not to exceed six (6) inches in height and, if not done, the Developer may cause this to be done as often as necessary and the lot-owner agrees to pay promptly the entire cost of such work.

14. There shall be an annual charge of Twenty Dollars (\$20.00) per lot, payable on the first day of January of each and every year, the first payment to be due and payable on the first day of January, 1967, for the improvements and maintenance of the roads and recreational areas in Octoraro Lakes.

15. If the first owner of any premises in Octoraro Lakes, or any subsequent owners thereof, elects to sell any lot, the Developer, or its nominees, shall have the right and first option to re-purchase the property at such price as has been offered the owner or subsequent owner. The option to re-purchase shall be exercised by the Developer, or its nominees, within Ten (10) days after notice is mailed by registered mail to the last known address of the said Developer and its nominees, setting forth the election

of the said owners to sell said premises and stating the sales price, the name and address of the proposed purchaser; provided, further, that once a deed has been on record among the Land Records of Cecil County for more than ninety (90) days, this shall operate as conclusive proof that the Developer did not desire to exercise the option contained herein and said recording shall serve as an absolute and unconditional release from this covenant.

16. To insure the observance of these restrictions, the party of the first part, or any owner of any of the lots in said development, shall have the right to prevent any breach thereof by an injunction, and to recover whatever damages may have been suffered from any such breach; and these covenants shall run with the land and shall be kept by all parties owning, occupying, or using said lot, lots or property, and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

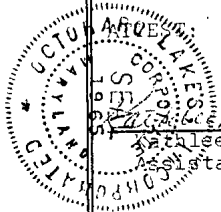
17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

It is further agreed by and between the parties hereto, for themselves and their respective personal representatives, heirs, successors and assigns that any or all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon the Developer herein may be assigned or transferred by said Developer, its successors or assigns, to any one or more corporations or associations agreeing to accept same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Cecil County. And, upon recordation thereof, the grantee or grantees of such rights and powers shall thereupon and thereafter have the rights to exercise and perform all the rights and powers reserved by or conferred upon the Developer by this Deed and Agreement.

The aforementioned covenants and restrictions are intended and hereby expressly provided by the Developer to apply to the Section Two and Section Three (Revised) aforesaid of Octoraro Lakes, and said restrictions and covenants are not intended in any way to apply to the remaining land which may be subdivided at a later date by the Developer.

AS WITNESS the hand of William B. Calvert, Vice-President of said Octoraro Lakes, Inc., a corporation as aforesaid, duly attested by the Assistant Secretary thereof, the day and year first above written.

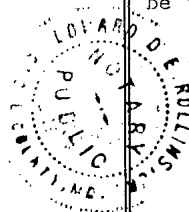
OCTORARO LAKES, INC.



Kathleen W. Martenis By *William B. Calvert*
Kathleen W. Martenis William B. Calvert
Assistant Secretary Vice-President

STATE OF MARYLAND,
COUNTY OF CECIL, TO-WIT:

I HEREBY CERTIFY that on this *7th* day of *September*, A. D., 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Cecil, personally appeared WILLIAM B. CALVERT, Vice-President of Octoraro Lakes, Inc., and did acknowledge the foregoing Declaration of Restrictions to be the act of said Corporation.



AS WITNESS my hand and Notarial Seal.

Edward D. Rollins
Notary Public

RECEIVED FOR RECORD
RECORDED
W. A. S. 198 F196

SEP 7 2 40 PM '66
ONE OF TWO COPIES
CECIL COUNTY, MARYLAND
FOR DEED SET
CLERK

DELIVERED TO:
ROLLINS & CALVERT
ATT'S. AT LAW
ELKTON, MARYLAND
9-13-66

Rollins and Calvert
ATTORNEYS AT LAW