

COPY OF

Deed and Agreement

BETWEEN

THEODORE E. FLETCHER

AND

MYRTLE H. FLETCHER, his wife

AND

MARYLAND-VIRGINIA FARM AGENCY, INC.

Containing Restrictions,

Conditions, Reservations, etc.

Relating to:

RIO VISTA

THIS PAMPHLET SHOULD BE CAREFULLY
PRESERVED. SEE NOTICE
ON NEXT PAGE.

THIS DEED AND AGREEMENT, made this 2nd day of April, 1954, by and between THEODORE E. FLETCHER and MYRTLE H. FLETCHER, his wife, both of Talbot County, Maryland, parties of the first part, and MARYLAND-VIRGINIA FARM AGENCY, INC., a Maryland corporation, party of the second part.

WHEREAS, the said Theodore E. Fletcher owns a tract of land in St. Michaels District, Talbot County, Maryland, which he has caused to be platted into lots and other parcels, as shown on a Map hereby expressly made a part hereof; said map is filed concurrently herewith among the Plat Records of Talbot County and is entitled; "MAP OF 'RIO VISTA' DEVELOPMENT PROPERTY OF THEODORE E. FLETCHER NEAR THE TOWN OF ST. MICHAELS TALBOT COUNTY MARYLAND Agent:-Maryland-Virginia Farm Agency, Inc. Feb. 1954" and

WHEREAS, the said Theodore E. Fletcher intends to develop and improve said tract of land and open up and lay out the streets and roads shown on said map and offer for sale the lots and other parcels of land included in said tract, and is desirous of subjecting all of said tract of land and the lots and parcels shown on said map to certain covenants, agreements, easements, restrictions, conditions and reservations, as hereinafter set out; and

WHEREAS, the Maryland-Virginia Farm Agency, Inc. is desirous of co-operating with the said Theodore E. Fletcher for the purpose of making the covenants, agreements, easements, restrictions, conditions and reservations, hereinafter set out, binding alike upon the said Theodore E. Fletcher, his heirs, executors, administrators and assigns, and upon the Maryland-Virginia Farm Agency, Inc., its successors and assigns, as well as upon all the land included in said tract; and

WHEREAS, in order to make said covenants, agreements, easements, restrictions, conditions and reservations, binding and of

full force and effect on all of the land included in said tract and upon the present and future owners and occupants of the same, the said Theodore E. Fletcher and Myrtle H. Fletcher, his wife will convey to the said Maryland-Virginia Farm Agency, Inc. all that land shown on said Map of "Rio Vista" Development; immediately thereafter the said Maryland-Virginia Farm Agency, Inc. will reconvey to the said Theodore E. Fletcher charged with all the covenants, agreements, easements, restrictions, conditions and reservations hereinafter set out, all that land so conveyed to it, so that the said Theodore E. Fletcher, his heirs, executors, administrators and assigns, will hereafter hold and convey said land, subject to the said covenants, agreements, easements, restrictions, conditions and reservations.

Now, Therefore, This Deed and Agreement Witnesseth, that for and in consideration of the premises and of the sum of five (\$5.00) dollars in hand paid by the Maryland-Virginia Farm Agency, Inc. to the said Theodore E. Fletcher, the receipt whereof is hereby acknowledged, and the performance of the covenants, agreements, easements, restrictions, conditions and reservations hereinafter set out, the parties hereto do hereby agree as follows:—

The said Theodore E. Fletcher and Myrtle H. Fletcher, his wife, do hereby grant and convey unto the said Maryland-Virginia Farm Agency, Inc., its successors and assigns, in fee simple, subject to the covenants, agreements, easements, restrictions, conditions, and reservations hereinafter set out, all that tract of land situate in St. Michaels District of Talbot County, State of Maryland, formerly called and known as "Riverside," adjoining the lands of the heirs of J. H. Radcliffe and others, and situated on the waters of Miles River, containing the quantity of one hundred sixty-five and one-half (165½) acres of land, more or less.

Being the same tract of land described in a Deed dated October 5, 1953 and recorded among the Land Records of Talbot County in Liber No. 308, folio 287, from Julian B. Rose and Florence Holden by their Attorneys in Fact Oliver S. Mullikin and William Reddie to Theodore E. Fletcher.

TOGETHER with the improvements thereon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Maryland-Virginia Farm Agency, Inc., its successors and assigns, forever, in fee simple; subject, however, to the following covenants, restrictions, agreements, easements, conditions and reservations, which it is hereby covenanted and agreed shall be binding upon Theodore E. Fletcher, his heirs, and assigns, and upon the Maryland-Virginia Farm Agency, Inc., their successors and assigns, and upon all the land included in said tract or development.

Community Landing and Recreation Area

1. The land shown on the said Map of "Rio Vista" Development marked thereon as "Community Landing and Recreation Area" is hereby expressly and irrevocably reserved, dedicated and restricted to the use in common of the bona fide members of an association to be known as the "Rio Vista Beach Club, Inc.," which shall be a body corporate, duly incorporated under the laws of the State of Maryland, and which shall be formed by and composed of the owners and occupiers of those residential building lots which are contained within said "Rio Vista" Development, solely for the purpose of such bathing, boating and other recreational activities as may be conducted, sponsored or prompted by the said association.

Commercial Area

2. The land shown on the said Map of "Rio Vista" Development marked thereon as Sections "U," "M," "V," and "W" is hereby expressly reserved for use both as residential building lots and also for the use, establishment and operation of such commercial buildings and enterprises as may be erected thereon by the owners of said lots in said sections.

Mansion Lot Reservation and Restriction

3. Anything contained in this Deed and Agreement to the contrary notwithstanding, the land shown on the said Map of "Rio Vista" Development marked thereon as "Mansion Lot" is hereby expressly reserved and restricted for use as an apartment and/or restaurant site as well as a residential site.

Amendment and Waiver

4. Except as herein expressly stipulated to the contrary, the said Theodore E. Fletcher, his successors in the ownership or development of the land contained in said "Rio Vista" Development, hereby reserves the right, in his absolute discretion at any time, to annul, waive, change or modify any of the restrictions, covenants, agreements or provisions contained herein as to any part of the land contained within said development which is then owned by him, or his successors in the ownership or development of said land; and to grade, change the grade, or re-grade any streets, roads or land shown on any recorded plat relating to the land contained within said development; and the said Theodore E. Fletcher, or any successor in the ownership or development of the land contained within said development, shall have the further right, before sale, to change the size of, and to re-locate any of the lots shown on any recorded plat relating to the land contained in said development; these provisions are not intended to permit the said Theodore E. Fletcher, or any successor in the ownership or development of said development, to recall, amend or rescind any of the provisions, agreements and understandings, contained herein, regarding the dedication of the Community Landing and Recreation Area.

Formation of an Association by Owners

5. Theodore E. Fletcher, for himself, his heirs, executors, administrators and assigns, and any successor in the ownership or development of the land contained in said development,

hereby agrees to encourage, sponsor, and promote the formation of an association to be known as the "Rio Vista Beach Club, Inc." which shall be a body corporate, duly incorporated under the laws of the State of Maryland, for the promotion of such moral, spiritual, social, athletic, recreational and community activities and interests as may be conducted, sponsored and encouraged by the membership of the said association, and for the administration and enforcement of any or all of the reservations, restrictions, covenants, understandings and agreements herein contained and set forth.

6. Such an association shall be composed of the owners of those residential lots sold by the said Theodore E. Fletcher, his heirs, executors, administrators and assigns, and by persons who occupy said residential lots.

7. Upon the formation of such an association, Theodore E. Fletcher, for himself, and for any successor in the ownership or development of the land contained in said Development, may, in his absolute discretion, and at any time, transfer, grant, convey and assign unto said association, by written instrument, to be duly recorded:

- (a) the right to administer and enforce, for a limited time, or from time to time, or forever, any or all of the reservations, restrictions, covenants, agreements, and provisions herein contained, including those pertaining to the Community Landing and Recreation Area and the Commercial Area;
- (b) the fee simple title to the Community Landing and Recreation Area, subject of course, to the restrictions, agreements and understandings now imposed upon said area.

8. And it is especially understood and agreed that all transfers, grants, or assignments to said Association, to be formed, and referred to herein, are to be made in pursuance of mutually satisfactory negotiations between the said Theodore E. Fletcher or any successor in the ownership or development of said development, and the said association.

9. Pending the formation of said association, and the transfer to it of any of the rights hereinbefore stated, the said Theodore E. Fletcher, or his successors in the ownership and development of said development shall have the right, in his own discretion, by paper writing which is not to be recorded, to license, upon a temporary basis, and from time to time, the use of the Community Landing and Recreation Area, to any purchaser or occupant of any lot sold by said Theodore E. Fletcher within said Development in the same manner, and to the same extent, as such privileges could or would be available by reason of membership in said association, to be formed as aforementioned, it being specifically understood that when the right of said association, so to be formed, to administer and control the use of said Community Landing and Recreation Area has been established, as hereinabove indicated, the right to license the use of such area and facilities shall no longer exist in the said Theodore E. Fletcher, or his successors in the ownership or development of said development.

General Restrictions and Conditions

10. That no more than one dwelling house shall be constructed, used or occupied on any parcel in said development as laid out; multi-family dwelling houses of "duplex" style and designed to accommodate not more than two families shall be permitted; it is not intended that this restriction No. 10 be construed to prohibit the building of a garage upon any lot containing a dwelling house, nor to prohibit the building of a guest house for personal, non-rentable use on any lot upon which a single family dwelling is erected. This restriction No. 10 shall apply to the "Mansion Lot" subject, however, to any provisions to the contrary contained in paragraph No. 3 above. This restriction No. 10 is not intended to apply however, to those lots comprising Sections "U," "M," "V" and "W" reserved as a Commercial Area in paragraph 2 above.

11. That no hotel, boarding house, cabin camp, factory, or any other commercial enterprise of any kind shall be carried on

in this development except upon those lots comprising Sections "U," "M," "V," and "W" expressly reserved as a Commercial Area in paragraph 2 above; and this restriction No. 11 shall apply to the "Mansion Lot" subject, however, to any provisions to the contrary contained in paragraph No. 3 above.

12. That there shall be no commercial raising of poultry or livestock and no swine or goats shall be kept or raised commercially or otherwise.

13. No building or part thereof, shall be erected or maintained on any part of said tract closer to any street or shore line than the distances so indicated by the building set-back lines drawn upon the said Map of "Rio Vista" Development; and in no event (excepting those lots contained within Sections "U," "M," "V," and "W") shall any building or part thereof, be erected or maintained on any part of said tract within ten (10) feet of any lot boundary line.

14. That no building or other structure shall be commenced, erected or maintained, nor shall any substantial addition to or architectural change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, location and approximate cost of such structure have been submitted to and approved in writing by the said Theodore E. Fletcher or his duly authorized agent. The said Theodore E. Fletcher, or his agent acting at such time, shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable, in his opinion, for aesthetic or other reasons; and in so passing upon such plans and specifications, he shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the buildings or other structure as planned, on the outlook from the adjacent or neighboring property. Such approval shall be made by the said Theodore E. Fletcher or his duly authorized agent, in writing, and such approval shall become null and void unless construc-

tion is begun within six (6) months from the date of such approval and completed with reasonable expedition.

15. The owner of each lot shall maintain said lot in a neat, safe and sanitary condition, keeping said lot clear of high grass and weeds. All empty tin cans, bottles and other unsightly rubbish must be kept concealed or from public view while on the premises, and shall be removed therefrom by the then owner at intervals not exceeding thirty (30) days, otherwise the said Theodore E. Fletcher or his duly authorized agent, shall be privileged to have the same removed at the expense of said respective lot owner.

16. The said Theodore E. Fletcher expressly reserves the fee simple title to that part of the land conveyed which lies in the beds of the roads contained within said development for the sole purpose of conveying said roads, or any one or more of them, in fee simple, for use as public roads, to any public authority or corporation having the power to acquire the same for public use. It being understood and agreed that said roads shall be subject to rights-of-way in favor of the owners and occupants of lots bordering other parts of said roads, both for the purpose of passage to and from the lots contained within said development and for traveling to and from the Community Landing and Recreation Area, and for laying and erecting water pipes, gas pipes, electric poles or other public utilities to be used in common by the owners and/or occupants of the development; it being further understood and agreed that upon such conveyance to any public authority or corporation as aforementioned, said rights-of-way shall merge in any such public road or roads. It is not intended, by anything contained herein, to dedicate to the Public Use that strip of land approximately thirty-six and seven-tenths feet (36.7 ft.) wide which is bounded on the Southwest by the public road leading from St. Michaels to Easton (Md. Rt. 33) and bounded on the Northeast by Section "V" and "Washington Driveway" which is shown on said Map of "Rio Vista" Development although said State

Road (Md. Rt. 33) is drawn on said Map to include said strip of land.

17. Easements and rights-of-way are hereby expressly reserved in and over strips of land five (5) feet in width along those boundary lines, contiguous to any road, street or alley, of all lots contained within this development for the purpose of erecting, constructing and maintaining wires and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other public utilities or functions, and for storm water drainage, and the said Theodore E. Fletcher, his successors in ownership or development, or his nominees shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights are reserved as above set forth.

18. The provisions herein contained shall run and bind the land and shall inure to the benefit of and be enforceable by the said Theodore E. Fletcher, his heirs, administrators, executors and assigns, or the owner of any land included in said development, their respective personal representatives, heirs, successors and assigns, and failure by the said Theodore E. Fletcher or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall, in no event, be deemed a waiver of the right to do so thereafter to one occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

19. Violations of any restrictions or conditions, or breach of any covenant or agreement herein contained shall give the said Theodore E. Fletcher, his heirs or assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said

Theodore E. Fletcher shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

20. All of the restrictions, conditions, covenants, agreements, easements and reservations contained herein shall continue in force until January 1, 1974, but which, in whole or in part, may be extended for a period of twenty (20) years from that date and thereafter for successive periods of twenty (20) years, provided that prior to January 1, 1974, and prior to the expiration of each extension, appropriate instruments in writing consenting to such extension shall be filed for record, signed, executed and acknowledged by the owners (not including mortgagees) of not less than two-thirds in area of the land included in said tract then sold, exclusive of streets and recreation areas intended for the general use of the owners of land included in said tract or development.

21. Any or all of the rights and powers, titles, easements and estates reserved or given to the said Theodore E. Fletcher, his heirs, executors, administrators or assigns in this Deed may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties, and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the said Theodore E. Fletcher, Theodore E. Fletcher thereupon being released therefrom.

AND the said Theodore E. Fletcher and Myrtle H. Fletcher, his wife, do hereby covenant that they will warrant specially the property hereby conveyed; that they have done or suffered to be done no matter or thing whatsoever to encumber the property hereby conveyed; and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, the said Theodore E. Fletcher and Myrtle H. Fletcher, his wife, have hereunto set their hands and seals and the Maryland-Virginia Farm Agency, Inc. has caused these presents to be signed by W. Edwin Crouch, its president, and its corporate seal to be hereto attached, attested by Charles T. Crouch, its secretary, all on the day and year first above written.

WITNESS as to Theodore E. Fletcher
and Myrtle H. Fletcher, his wife:

/s/ Theodore E. Fletcher [SEAL]

Theodore E. Fletcher

/s/ Kathryn M. Rosenbaum

/s/ Myrtle N. Fletcher [SEAL]

Myrtle N. Fletcher

MARYLAND-VIRGINIA FARM AGENCY, INC.

{ CORPORATE
SEAL }

By: /s/ W. Edwin Crouch

W. Edwin Crouch, President

TEST:

/s/ Charles T. Crouch

Charles T. Crouch, Secretary