

TANTALLON LAND COVENANTS

DEFINITION OF TERMS

“Building Site” shall mean any Estate Site, Estate Sites, lot or lots, or portion thereof or any two or more contiguous Estate Sites or lots in a single ownership upon which a dwelling may be erected in conformance with the requirements of these covenants.

“Declarant” shall mean the Isle of Thye Land Company, its successors and assigns.

“Club” shall mean Tantallon Country Club.

CLAUSE I

The said real property shall be held, conveyed, transferred, and sold subject only to the conditions, restrictions, covenants, reservations, easements, liens, and charges hereinafter mentioned.

CLAUSE II

These covenants, restrictions, conditions, reservations, liens and charges are hereby declared to insure the best use and the most appropriate development and improvement of each Building Site thereof; to protect the owners of the Building Sites against such improper use of surrounding Building Sites as might depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development and use of said property; to encourage and secure the erection and maintenance of attractive homes thereon, with appropriate locations thereof on Building Sites including the elevations thereof; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets and water ways, and adequate free spaces between structures; and in general to provide adequately for the erection and maintenance of high type and quality of improvement in and upon, as well as in the water ways adjacent to, said property, and thereby to enhance the value of investments made by purchasers of Building Sites therein.

1. No improvements of any character shall be erected and none begun, nor any change made in the exterior design of such improvements after the original construction has begun on any Building Site unless and until the cost, type and size thereof; materials to be used in construction; exterior color scheme; exterior lighting; plans, specifications and details thereof, and lot plans, showing the proposed location of the dwelling, garage, and drive-ways upon the Building Site, final Building Site grades, and details of the drive-way shall have been approved in writing by the Tantallon Control Committee, (hereinafter defined and called the “Control Committee”), and copies of said plans, specifications and details shall have been lodged permanently with such Committee. Building Site plans submitted to the Committee shall have a scale of not less than 1 inch for every 20 feet, elevations shall be on a scale of not less than 1/4 inch for each foot, and floor plans, etc., shall have a scale of not less than 1/4 inch for each foot. Improvements as used herein is intended to mean the improvements of every kind and character which shall be placed upon a Building Site, or in the appurtenant waterways. Plans may be disapproved for any reason including purely esthetic reasons

2. The Declarant expressly reserves unto said Control Committee the sole and exclusive right to establish grades and slopes on all Building Sites and to fix the grade at which any dwelling shall hereafter be erected, or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof.

3. No structure shall be erected or placed on any Building Site which does not have a garage under

the residence, or a closed garage attached to the dwelling or connected by a breezeway.

4. The exterior of all structures, including garage, shall be completed in accordance with the approved plans and specifications thereof within a period of one year from the commencement of construction thereof. If construction is not commenced within six (6) months of the approval of the plans, the same shall be re-submitted for approval in accordance with paragraph 1 hereof and shall be subject to complete reconsideration by the Control Committee.

5. No tree lying within the approved building and driveway area having a diameter of more than eight inches measured two feet above ground level shall be removed without the approval of the Control Committee.

6. No offensive trade or activity shall be carried on upon any Building Site nor shall anything be done thereon, or in the appurtenant waterways, which may be or become an annoyance or nuisance to the neighborhood.

7. No tent, trailer, or temporary structure, of any kind may be erected on or moved to any Building Site without written approval of the Control Committee, except a contractor's shed, which is to be used only during construction of the permanent improvements upon the property, and such contractor's shed shall be removed upon the completion of such permanent improvements.

8. No sign of any kind, except one professional sign of not more than one (1) square foot shall be displayed to public view on any Building Site without written approval of the Control Committee.

9. No basement, garage or outbuilding, other than servants' quarters erected on a Building Site shall at any time be used for human habitation, temporarily, or permanently, nor shall any structure of a temporary character be used for human habitation.

10. No main residential structure shall be permitted on any Building Site, the habitable floor area of which, exclusive of basements, porches, patios, and garages, is less than 1, 800 square feet in the case of a one-story residential structure, or less than 2, 000 square feet in the case of a one and one-half or two-story structure,

11. No exterior lighting shall be directed outside the boundaries of the Building Site.

12. No bulkheading, piers, docks, piling, float, or other marine structure shall be erected adjacent to or upon any Building Site without approval of the Control Committee in accordance with the same provisions as those set forth in the provisions of paragraph 1 hereof No boat shall be parked or stored on any Building Site except entirely within the garage of the residence on said Building Site.

13. The following additional covenants shall apply to, bind, and run with each and all of the Estate Sites designated as "Waterfront" on the subdivision record plat, namely: (SEE FOOTNOTE #1 PAGE 7)

(a) No trees, bushes, or shrubs, of any kind whatsoever shall be permitted between the waterfront building restriction line (WBRL) and the water boundary of such Estate Site, or Sites, without the written approval of the Control Committee.

(b) No vehicle larger than a motorized two-person golf caddy cart shall be operated, or stored upon the land lying between the waterfront building restriction line and the water on such Estate Site or Sites, nor shall any boat canal be dug or excavated in any of the "Waterfront" Estate Sites without the same being approved by the Control Committee.

(c) No refuse of any kind shall be disposed of or placed in Swan Creek.

(d) No boat shall be moored so as to obstruct navigation in Swan Creek.

(e) Any obstruction to navigation in Swan Creek including sunken craft lying adjacent to any "Waterfront" Estate Site shall be removed therefrom within forty-eight hours, and in the event the same shall not have been removed within the time aforesaid the Control Committee shall have the right to remove the same and charge the cost thereof to the owner of the sunken craft or the person permitting the obstruction to remain beyond such period of time.

(f) No boat toilet shall be flushed in Swan Creek.

(g) No utility poles shall be permitted and utility service to berths, if any, shall be underground.

(h) Each purchaser of an Estate Site designated "Waterfront" on the recorded plats of subdivision, and all successors in ownership or possession shall pay to the Control Committee on the fifteenth (15th) day of February of each year the sum of Fifty Dollars (\$50. 00) for each Estate Site; (the amount of such payment to be adjusted each fourth year commencing in February, 1966, upwards or downwards in the same proportion as the Consumer's Price Index for all items for moderate income families in large cities, as determined by the United States Department of Labor, Bureau of Labor Statistics, or if there shall be no such Consumer Price Index, then by the successor or the most nearly comparable successor index thereto, for the month of December next preceding the date of each successive adjustment has increased or decreased from such Consumer Price Index for December, 1961): which shall be applied toward the maintenance, repair, and replacement, if need be, of bulkheads, piers and channels serving "Waterfront" Estate Sites.

14. All Estate Sites designated as "Fairway" shall maintain a hedge of such type as may from time to time be approved by the Control Committee not less than 24 inches in height across that boundary of the Building Site common with a fairway. (SEE FOOTNOTE #2 PAGE 7)

15. All television antennae shall be located within the interior of a dwelling unless hardships involved make it necessary to use other locations, in which event the location of such antennae shall be approved in writing by the Control Committee prior to the installation thereof.

16. No animals or poultry of any kind other than the usual house pets such as dogs, cats, or caged birds, shall be kept or maintained on any part of a Building Site.

17. No fill, stumps, trash, grass clippings, or other refuse of any kind, shall be placed on any property, including properties reserved for community use. The Control Committee, or its agents, shall have the right to enter upon any Estate Site to remove the same, as well as the right at all reasonable times to cut and remove any grass, weeds, or undergrowth on any Estate Site deemed by the Control Committee to be unsightly.

18. No fence or wall of any kind shall be erected, placed, or maintained, or permitted to remain upon a Building Site, unless and until the written consent of the Control Committee has been had and obtained therefor.

19. Well drilling, oil development operations, refining, mining operations, of any kind, or quarrying, shall not be permitted upon, or in, any of the Building Sites, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Building Sites covered by these covenants.

20. All trash, garbage, and refuse stored without any dwelling shall be stored in covered underground receptacles. No clothesline, which shall be visible either from the street or rear of the premises, and in particular from the golf course or a waterway, shall be erected or maintained on the premises. The nature and form of any clothesline and protective enclosure must be approved by the Control Committee.

21. No school or church of any kind shall be maintained or operated upon any of the real property.

22. The Tantallon Control Committee, is composed of representatives of the Tantallon Citizens Association, Incorporated.

The mailing address of said Committee shall be 8701 Fort Washington Road, Washington 22, D. C.*, or such other address as shall from time to time be designated by the Control Committee, by instrument recorded among the Land Records for Prince George's County, Maryland. A majority of the Control Committee shall designate a representative to act for it. In the event of death, resignation, or inability to act, of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to these covenants. The Committee's approval or disapproval as required shall be in writing. A majority of the membership of the Committee shall constitute a quorum and all actions shall require only a majority vote. Any one member of the Committee shall have the absolute and conclusive authority to certify in writing for any purpose whatsoever that the Committee has duly approved or disapproved any action coming within the scope of the Committee's authority and such certification in writing shall be in all respects absolutely, irrevocably and conclusively binding upon the Committee and all members in interest. In the event that the Committee, or its designated representatives fails to approve or disapprove within thirty (30) days after any action within the scope of the Committee's authority has been submitted in writing to it, and with regard to plans and specifications after same have been submitted to it, or in any event, if no suit to enjoin the proposed action or construction has been commenced within ninety (90) days after completion of such action or construction, approval will not be required and the related covenants shall be deemed to have been fully complied with. (SEE FOOTNOTE #3 PAGE 8)

23. Except as provided in paragraph 24 hereof no Estate Site, Building Site, or improvements, erected upon the premises shall be sold to, or leased, rented, occupied, or possessed, by any person or family, or entity, unless the head of such family is a member of the Tantallon Country Club. The Declarant shall at no time sell or contract for the sale of any Estate Site, or any part thereof, except subject to the approval of such contract purchaser for membership in the Tantallon Country Club in accordance with the rules and regulations established from time to time by such Club, and every such contract shall provide in its terms that upon the failure of such contract purchaser to receive such approval, such contract shall be cancelled and be ineffective, and all contracts of sale by any grantee of the Declarant, whether immediate or remote, except as provided in paragraph 24 hereof, shall likewise be in accordance with and subject to each and all of the terms and conditions contained in this Declaration of Covenants each and all of which covenants shall be independent and not dependent covenants, and shall be deemed to run with the land for the benefit of the Declarant, its successors and assigns. (SEE FOOTNOTE #5 PAGE 8)

24. The Declarant at any time at its discretion, without the prior approval of any party, may sell, or contract for the sale of its holdings, either in part, or in whole, where such sale is for the purpose of either (a) constructing dwellings thereon for re-sale, in which case the purchaser in such re-sale must comply with the provisions of paragraph 23 hereof, or (b) completely disposes of all its holdings, i e , Estate Sites which the Declarant may at that time own, in which case the purchaser must in each and every event conform in all respect to all portions and parts of this Agreement, and in the case of either (a) or (b) above of this paragraph such contracts resulting therefrom are subject to the review and approval

*The present address of the Tantallon Control Committee is P.O. Box 44069, Fort Washington, Maryland 20749.

of the Board of Directors of the Tantallon Country Club to insure that the proposed contract of sale conforms with the meaning and intent of these provisions. The Board of Directors of Hatton Point, Inc., a Maryland Corporation, d/b/a Tantallon Country Club shall have the right to waive the requirements of the preceding paragraph 23 and this paragraph provided it shall do so in writing by instrument duly recorded among the Land Records for Prince George's County, Maryland, after which recordation the provisions of paragraph 23 and paragraph 24 hereof shall no longer apply to the Estate Sites designated in such recorded written instrument. The remaining provisions hereof shall however continue to apply in accordance with the provisions herein set forth.

25. The Declarant expressly reserves, for itself, its successors, and assigns, a 5 foot easement along the front and rear line and a 5 foot easement along the side lines of each and every Estate Site for the installation of utilities or other uses by it deemed to be necessary for the service of said Estate Site and any walls, fences, paving, planting, or other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required, by the Declarant, or its assigns, at the expense of the owner of such Estate Site. Where there is located on one or more Estate Sites, or portions thereof, a single residence under a single ownership, then the 5 foot easement shall not be located along the side lines of each Estate Site but along the side lines of the Building Site. This reservation includes the right to re-enter upon any easement for the purpose of locating, erecting, maintaining and constructing any drain, culvert, sanitary or storm sewer, water main, electric and telephone lines, and other utilities; the Declarant specifically reserving the right to assign any and all easements hereby reserved. (SEE FOOTNOTE #4 PAGE 8)

26. In the event any owner of any Estate Site or Building Site desires to sell the same, together with its improvements, if any, the property shall be offered for sale to the Declarant at the same price at which the property is about to be sold and the Declarant shall have 15 days within which to exercise its option to purchase the property. Should the Declarant fail or refuse, within the said 15 days after receipt of written notice, to exercise its option to purchase such property at the price and on the terms at which it is about to be sold, then the owner of said property shall have the right to sell the same subject to each and every restriction, limitation, condition and agreement herein contained. Each owner shall notify the Declarant of the name of his prospective purchaser, his residence address, and his business and social affiliations.

27. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2001, at which time each and all of said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the Building Sites covered by these covenants it is agreed to change the same in whole or in part; and an instrument setting forth said changes is duly executed and acknowledged by said majority of the then owners and duly recorded among the Land Records for Prince George's County, Maryland.

28. The Declarant expressly reserves to itself, its successors and assigns, in case of any violation of any of the conditions, or upon a breach of any of the covenants or agreements herein contained, the right to enter the Building Site upon which, the condition or thing that may exist, and summarily abate or remove the condition or thing that may exist or be thereon, contrary to the intent and meaning of the provisions hereof as interpreted by the Declarant. The Declarant shall not, by reason thereof, be deemed guilty of any manner of trespassing for such entrance, abatement, or removal, which shall be at the cost and expense of the owners of the Building Site upon which such condition or breach exists. Failure by the Declarant to enforce any of the covenants or conditions of this instrument shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

29. The Declarant may assign any and all of its rights, powers, obligations and privileges under this instrument to Hatton Point, Inc., a Maryland Corporation, or to any other corporation, association, or person and the Control Committee may assign any and all of its rights, powers, obligations and privileges

under this instrument to Hatton Point, Inc., a Maryland Corporation, or to any other corporation, association or person. Such assignment, or assignments, to be effective upon the recordation among the Land Records of Prince George's County, Maryland, of the instrument assigning same.

30. All grantees in conveyances of Building Sites or Estate Sites expressly stipulate and agree that, inasmuch as the Declarant is the most interested party in maintaining the high class development which by these restrictive covenants is sought to be maintained, the Declarant has rightfully reserved unto itself, and its successors and assigns, as herein set forth, the right to waive or alter such of the above restrictions as it, in its sole discretion, may deem best for the benefit of the development or maintenance of the whole community in any particular instance, which waiver, or alteration, shall be evidenced by the mutual written consent of the Declarant and the then owner or owners of the Estate Site, Building Site, or land upon which said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the Land Records for Prince George's County, Maryland; and further such waiver, or alteration as to a particular Building or Estate Site shall in no way be construed to waive or alter the applicability of the particular restriction or restrictions so waived or altered as to any other Building or Estate Site.

31. It is expressly provided that the breach of any of the foregoing conditions, or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, as to the said premises. or any part thereof, encumbered by such mortgage or deed of trust; but said conditions shall be binding upon and effective against any owner of said premises, whose title thereto is acquired by foreclosure, trustees' sale, or otherwise, as to any breach occurring after such acquirement of title.

32. Each of the provisions hereof shall be deemed independent of the others, and invalidation of any one of these covenants and conditions, or any part, or parts thereof, by judgments, or Court order, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

33. These covenants shall bind, and benefit the Declarant, and its successors and assigns. Whenever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Date

Accepted - Owner

FOOTNOTES:

1. "Waterfront Site" or "Waterfront Estate Site" as referred to herein shall mean any of the following lots regardless of whether or not said lots are designated as "waterfront" on the recorded subdivision plat:

Lot numbered One (1), Lots numbered Five(S) thru Twelve (12) inclusive in Block lettered "A" and Lots numbered Six (6), Seven (7) and Eight (8) in Block lettered "C", all in Section numbered One (1) in the subdivision known as "TANTALLON ON THE POTOMAC" as per plat recorded in Plat Book WWW-46, Plat No. 14, among the Land Records of Prince George's County, Maryland, and

Lots numbered Six (6) thru Fifteen (15) inclusive in Block lettered "D", all in Section numbered One (1) in the subdivision known as "TANTALLON ON THE POTOMAC" as per plat recorded in Plat Book WWW-46, Plat No. 15, among the Land Records of Prince George's County, Maryland, and

Lots numbered One (1) and Three (3) thru Eight (8) inclusive in Block lettered "A", all in Section numbered Two (2) in the subdivision known as "TANTALLON ON THE POTOMAC" as per plat recorded in mat Book WA'VW-46, Plat No, 16, among the Land Records of Prince George's County, Maryland, and

Lots numbered One (1) thru Twenty-two (22) inclusive, Lots numbered Twenty-nine (29) thru Thirty-six (36) inclusive, and Lots numbered Forty (40), Forty-one (41), Forty-two (42) and Forty-four (44) in Block lettered "A", all in Section numbered Five (5) in the subdivision known as "TANTALLON ON THE POTOMAC" as per plat recorded in Plat Book WWW-46, Plat No. 56, among the Land Records of Prince George's County, Maryland.

Covenant #13(h) was released in accordance with the rights under Covenant #30.

2. "Fairway Site" as referred to herein shall mean any of the following lots regardless of whether or not said lots are designated as "Fairway" on the recorded subdivision plat:

Lots numbered Two (2) thru Eight (8) inclusive in Block lettered "B", in Section numbered Three (3) in the subdivision known as "TANTALLON ON THE POTOMAC" as per plat recorded in Plat Book WWW-50, Plat No. 22, among the Land Records of Prince George's County, Maryland, and

Lot numbered Twenty (20) in Block lettered "B" and Lots numbered Twelve (12) thru Eighteen (18) inclusive in Block lettered "C", all in Section numbered Three (3) in the subdivision known as "TANTALLON ON THE POTOMAC" as per plat recorded in Plat Book WWW-50, Plat No. 23, among the Land Records of Prince George's County, Maryland, and

Lots numbered One (1) thru Ten (10) inclusive in Block lettered "F", in the subdivision known as "RESUBDIVISION OF PART OF SECTION THREE, SWAN LAKE DEVELOPMENT, SUBDIVISION OF PART OF SECTION FOUR, TANTALLON ON THE POTOMAC" as per plat recorded in Plat Book WWW-48, Plat No. 23, among the Land Records of Prince George's County, Maryland, and

Lots numbered One (1), Three (3) thru Six (6) inclusive in Block lettered "A"; Lots numbered One (1) thru Nine (9) inclusive in Block lettered "B" and Lots numbered One (1) thru Ten (10) inclusive in Block lettered "C", all in Section numbered Four (4) in the

subdivision known as “TANTALLON ON THE POTOMAC” as per plat recorded in Plat Book WWW-49, Plat No, 96, among the Land Records of Prince George’s County, Maryland, and

Lots numbered Seventeen (17) thru Twenty-two (22) inclusive, Lots numbered Twenty-four (24) and Twenty-five (25) in Block lettered “F”, in the subdivision known as “RESUBDIVISION OF PART OF SECTION THREE, SWAN LAKE DEVELOPMENT, SUBDIVISION OF PART OF SECTION FOUR, TANTALLON ON THE POTOMAC” as per plat recorded in Plat Book WWW-45, Plat No. 90, among the Land Records of Prince George’s County, Maryland, and

Lots numbered One (1), Two (2), Four (4) thru Fifteen (15) inclusive in Block lettered “C”, all in Section numbered Five (5) in the subdivision known as “TANTALLON ON THE POTOMAC” as per plat recorded in Plat Book WWW-46, Plat No, 55, as corrected by Correction Plat WWW-49, Plat No. 100, among the Land Records of Prince George’s County, Maryland, and

Lots numbered Sixteen (16) thru Twenty-five (25) inclusive in Block lettered “C”, all in Section numbered Five (5) in the subdivision known as “TANTALLON ON THE POTOMAC” as per plat recorded in Plat Book WWW-46, Plat No. 56, among the Land Records of Prince George’s County, Maryland, and

Lots numbered One (1) thru Four (4) inclusive in Block lettered “B”, Lots numbered One (1) thru Four (4) inclusive in Block lettered “C” and Lots numbered Nine (9), Ten (10) and Fifteen (15) in Block lettered “C”, and Lots numbered One (1) thru Eight (8) inclusive in Block lettered “D” all in Section numbered Six (6) in the subdivision known as “TANTALLON ON THE POTOMAC” as per plat recorded in Plat Book WWW-50, Plat No. 99, among the Land Records of Prince George’s County, Maryland.

3. The Tantallon Control Committee presently consists of representatives of the Tantallon Citizens Association, Incorporated.

4. Covenant numbered 25 has been modified to provide that any installation, alteration or improvement installed at the request of the Declarant or his agents or any person or corporation to whom the Declarant has assigned any easement reserved by virtue of said covenant requiring the removal of any walls, fences, paving, planting or other improvements placed thereon by the owner of the property on which the easement lies shall be removed by and at the expense of the Declarant or its assigns and said Declarant or its assigns shall restore said area to its original condition upon the completion of said installation, alteration or improvements and such work shall not change the grade elevations in said easement areas from those approved on the original plans of the owner, nor shall such work obstruct the access of the owner to said property.

5. Covenant #23 was released in accordance with the rights under Covenant #30 as to the subdivision known as “Tantallon on the Potomac” on December 30, 1970.

The herein instrument entitled ‘TANTALLON LAND COVENANTS’ is a composite copy of the original DECLARATION OF COVENANTS imposed by the Developers of TANTALLON-ON-THE-POTOMAC and TANTALLON HILLS, modified to include the effect and intent of all amendments and modification to said original DECLARATION as reflected by instruments duly recorded among the Land Records of Prince George’s County, Maryland as of MAY 14, 1968. This instrument is not intended to be an exact copy of said recorded instruments and is distributed by the Tantallon Citizens Association, Inc. for the information of its members.