

**Kent Island Estates  
Road Construction & Maintenance Association, Inc.  
“Roads Association”**

Membership in the Roads Association is mandatory for all Kent Island Estates property owners. Dues are \$10 per lot per year, billed annually and payable on March 1<sup>st</sup>. The purpose of the Roads Association is to maintain all remaining community-owned roads until they are all converted to county roads.

**GOVERNING DOCUMENTS INCLUDE:**

- RESTRICTIONS AND CONDITIONS  
KENT ISLAND ESTATES, INC.\*
  
- BY-LAWS OF KENT ISLAND ESTATES ROAD CONSTRUCTION  
& MAINTENANCE ASSOCIATION, INC. (KIERCMA)
  
- ARTICLES OF INCORPORATION  
KENT ISLAND ESTATES ROAD CONSTRUCTION &  
MAINTENANCE ASSOCIATION, INC. (KIERCMA)

\* These are the original Restrictions and Conditions of Kent Island Estates. References to restrictions such as offsets from boundary lines and construction permitting are now governed by Queen Anne’s County building codes. Contact QAC Planning & Zoning: 410-758-4088.

RESTRICTIONS AND CONDITIONS

1. All lots in Kent Island Estates shall be for residential use only and not for purposes of any trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with a private garage and other structures appurtenant to the main residence or to be used in connection therewith and on no lot shall there be more than one main dwelling and on no lot shall more than one family occupy the main dwelling or any structure appurtenant thereto. The main dwelling or residence on any lot shall have a setback from the front line of said lot at least ten (10) feet and shall have a setback from the dividing lines of said lot at least ten (10) feet and shall have a setback from the rear boundary of the lot at least ten (10) feet.

2. No residence, dwelling, garage or other structure appurtenant to the residence shall be erected or built on said land, nor shall any addition to or change or alteration therein be made, until the plans and specifications for such structure or alterations and location thereof are submitted to and approved by the Sellers, or its duly authorized agents. Written permission must be obtained from the said Seller to construct or maintain fences, walls, hedges, buildings, piers, boathouses, bulkheads, bathhouses, and outbuildings.

3. All detached garages and other outbuildings of any kind whatsoever shall be in the rear of the dwelling but shall not be within ten (10) feet of the rear boundary of the lot nor within ten (10) feet of the dividing lines of said lot.

4. 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.

5. Free and open spaces shall be left on both sides and to the front and to the rear of every building, structure, dwelling, or part thereof, erected on the said lot, which free and open spaces shall extend the full length of all lots and shall be not less than ten (10) feet in width from the dividing lines from the front and from the rear of said lots.

6. No privy of any kind shall be allowed on said property, but each house shall have inside toilets with adequate water supply and septic tank installation for disposal of sewage approved by the Maryland State Board of Health.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done or kept thereon which may be or become any annoyance or nuisance to the neighbors.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

9. In order to preserve or improve the views of land and water, hills and valleys, obtainable on and from the various lots shown on the said Plat, and to promote the free movement of breezes and prevent the harboring places for flies, mosquitos and other insects, the Company reserves the right to trim any trees or shrubbery now or hereafter standing in said tract which may, in its opinion, destroy or interfere with such views or the free movement of breezes, or furnish harboring places for flies, mosquitos or other insects,

10. The land hereby conveyed shall, in respect to that part of it which lies in the bed of the road or roads harboring the property, be subject to an easement in favor of the owners and occupants of lots and houses bordering other parts of the said road or roads in respect to the free and common use of the said road or roads, both for the purpose of passage to and from and for the laying or erecting of water pipes, gas pipes, electric poles or other public utilities to be used in common by the owners and/or occupants of the entire tract, and further, that the owners or owner of any lot will join in a petition to the proper governmental authorities, that this road or roads bordering the property be taken over by the County as public roads under a proper deed or dedication to be signed by such owner or owners at such time when two-thirds of the owners of the lots along such road or roads shall demand.

11. The Company hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the Company, and with the consent of the owner as to any other land included in said tract; and to grade, change the grade of, or regrade any street, road or lane shown on said plat, and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on the said plat.

12. Easements and rights of way are hereby expressly reserved in and over the strips of ground five feet in width along the rear line of the lots 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 telephones and other public utilities or functions, and the Company, its successors, assigns, or 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.

13. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Company, or the owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns, and failure by the Company 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.

14. Any or all of the rights and powers, titles, easements and estates reserved or given to the Company in this agreement 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 purposes of evidencing its 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 Company, the Company thereupon being released therefrom.

15. The purchaser, or successor in possession covenants to pay to the Sellers on March 1st of each and every year, the sum of \$10.00 for each and every lot purchased. The aforesaid payment of \$10.00 shall cover the construction, maintenance and repairs of streets and (unsold lots) in the sub-division.

RECEIVED  
CLERK, CIRCUIT COURT  
1988 DEC 27 AM 11:01  
QUEEN ANNE'S COUNTY

TRUE COPY, TEST:  
MARGUERITE W. MANKIN, CLERK

BY: Diana C. Noel  
DEPUTY CLERK

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