

File name: Restrictive Covenants Notes Approved 6.11.2020  
Date created: 11/20/1972 with italics explanations  
Version: 2  
Revision Date: 6.11.2020  
Revised by: GDRC  
Approved by: CICA Board of Directors  
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## RESTRICTIVE COVENANTS

The following conditions and restrictions are set forth in the contract of Sale between North East Financial Corporation and the J. P. Cabot Equity Corporation dated November 20, 1972 and recorded among the Land Records of Cecil County in Liber WAS No. 300, folio 582. They were published in J. P. Cabot's HUD offering statement, file No. 1630, dated March 2, 1973.

When J. P. Cabot Equity Corporation deeded the roads, community lands, and improvements to the Chesapeake Isle Civic Association, Inc. in 1979, the Association also obtained status as the "first party." Property owners are referred to as "second party" in the following restrictive covenants.

The Chesapeake Isle Civic Association (CICA) Board of Directors appointed an Architectural Review Committee (ARC) to ensure adherence to the Restrictive Covenants and the CICA Board-established Standards and Guidelines for Residential Land Use Applications.

Property Owners can find the ARC Standards and Guidelines for Residential Land Use Applications on the Chesapeake Isle website.

### Restrictive Covenants

- (1) No buildings shall be erected by the second party other than a dwelling, garage and such sheds or outbuildings as are requisite or customary on strictly residential property; such buildings shall not be so constructed as to constitute an insurance or their hazard not be of such flimsy or poor construction as to be a deteriorating influence on property values.

No tents, trailers, or temporary buildings or shelters shall be erected or placed on the lot(s).

Prior to the erection of any buildings, the second party shall submit, in duplicate, detailed drawings, specifications, and costs thereof, which shall be subject to the approval of the first party, which approval shall be signified by the affixing of said first party's corporate seal thereto. Once construction of a building has commenced, the exterior of the same must be completed within six (6) months from the date said work began.

Alterations and changes in design and construction of both completed buildings and those under construction shall require written approval of the first party before making such changes or alterations.

*CICA Note regarding RC 1: "Dwelling" refers to single family homes. "Trailers" includes mobile homes.*

- (2) The second party shall not erect more than one dwelling on a numbered lot, nor other than a one-family dwelling, nor subdivide said property for the purpose of erecting more than one

dwelling, without the written authorization of the first party; further, the second party shall not erect any store or commercial business.

No enterprise or activities of a nuisance character to the community shall be conducted.

No poultry or livestock shall be raised or kept by the second party, not maintained on any lot or lots of said subdivision at any time; and no signs shall be erected or displayed on the premises.

- (3) No dwelling or any part thereof shall be erected by the second party closer than 35 feet to the street lines (*front property line*) of said property, nor closer than 12 1/2 feet to the other lines thereof.

Until completion of the dwelling and thereafter, grass and weeds shall be kept mowed by the second party so as not to exceed six (6) inches in height, and if not done, the first party may do, or have the same done, as often as necessary, and the second party agrees to pay promptly the entire cost of such work.

*CICA Note regarding RC 3: The minimum setbacks required by the Cecil County Department of Land Use and Development Services differ from those mentioned in RC (3). Section 4 of the subdivision has a 50 ft. front setback. The 12 ½ foot set-back for dwellings is measured from the foundation walls and does include covered porches (but excludes uncovered decks). The 10-foot setback permitted by the County for dwellings does not apply to Chesapeake Isle properties. Corner lots require two front and two side setbacks (i.e. no rear setbacks).*

- (4) Sewage facilities shall be a septic tank with tile<sup>1</sup> (*drain*) field. 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 be a menace to the water supply and health of the community. Refuse and garbage shall not be allowed to accumulate out of doors but shall be buried or promptly disposed of<sup>2</sup>.

*CICA Note regarding RC 4: CICA property owners must adhere to State of Maryland and Cecil County regulations regarding sewage facilities. CICA prohibits the burial of refuse and garbage on any community or individually owned property.*

- (5) To ensure the observance of these restrictions, the first party, or any owner of any of the lots in the said development, as now or subsequently developed, 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

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<sup>1</sup> Tile fields may not be the current standard. Cecil County Board of Health requirements take precedence.

<sup>2</sup> Burial of refuse is no longer permitted.

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parties owning, occupying or using said lot, lots or property, and shall be binding upon the heirs, personal representative, successors and assigns of the respective parties.

### **Summary of Changes:**

This is a governing document that can only be changed by a court ruling. Explanations (CICA Notes) were added by Board approval for clarification purposes and do not change the Restrictive Covenants. (June 2020)

When editing this document, a review the following documents is recommended.

- Definitions of CICA documents on the website.
- ARC Charter and Procedures
- Chesapeake Isle Residential Land Use Application

### **Order of Precedence:**

*In the event, of a conflict, dispute or inconsistency between the CICA documents, the following Order of Precedence shall apply:*

1. *Articles of Incorporation*
2. *Restrictive Covenants*
3. *By-Laws*
4. *Architectural Review Committee Charter and Procedures*
5. *Chesapeake Isle Residential Land Use Application*