

Filed and recorded December 12th, 1972, at 9 o'clock A. M. 331 441  
THIS DEED, Made this 29<sup>th</sup> day of January, 1972, by and between

SKY VALLEY, INC., a corporation of the State of Maryland, party of the first part, and \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
part ies of the second part.

WITNESSETH, That for and in consideration of the sum of TEN DOLLARS (\$10.00) as well as other good and valuable consideration, the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained and sold and by these presents does hereby grant, bargain, sell and convey unto the said part ies of the second part, as tenants by the entireties their heirs and assigns, all that piece or parcel of land situate, lying and being in Election District No. 1, Garrett County, Maryland, which is known and designated on the Plat of SKY VALLEY, which is filed in Plat Drawer \_\_\_\_\_, file \_\_\_\_\_, one of the Plat Records of Garrett County, Maryland, as:

Lot \_\_\_\_\_, Block \_\_\_\_\_, SKY VALLEY.

And being part of the same property which was conveyed to the party of the first part by deed from Robert E. Harvey, et ux., dated January 17, 1966, and recorded in Liber No. 268, folio 258, one of the Land Records of Garrett County, Maryland

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining; and subject to the following restrictions and agreements, which the purchaser S covenant to keep and perform:

1. Said lots shall be used exclusively for residential purposes except those lots designated as business or commercial areas. No lots may be subdivided.
2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes, and provided further that no building may be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters without written permission of SKY VALLEY, INC. No building shall be constructed or erected on said lot unless of solid or permanent material. No house trailers, mobile homes, pre-built homes, tents, shacks, or other similar structures shall be erected, moved to, or placed upon said premises. The exteriors of all buildings must be completed within 12 months from the date construction commences.
3. Minimum residence living space on ground or first floor, exclusive of porch area, shall be not less than 760 square feet. All building plans are subject to approval of SKY VALLEY, INC., or its assigns. No porch or projection of any building shall extend nearer than twenty-five (25) feet from any road right-of-way; nor nearer than ten (10) feet from the side property of any abutting property line of any abutting property owner; nor nearer than thirty (30) feet from the rear line of any lot.
4. No outside toilets shall be allowed. No wastes shall be permitted to enter Deep Creek Lake and all sanitary arrangements must be inspected and approved by local and/or state health officers before any waste disposal system shall be constructed.
5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No signs of any kind shall be displayed on any lot without written permission of SKY VALLEY, INC., or its successors or assigns.
6. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of SKY VALLEY, INC., its successors or assigns. Use of the lake is limited to members of SKY VALLEY ASSOCIATION, INC., and such use shall be in compliance with the rules and regulations of SKY VALLEY ASSOCIATION, INC. SKY VALLEY, INC., may have the use of the lake for its corporate purposes.
7. SKY VALLEY, Inc., for itself, its successors, assigns and licensees reserves a fifteen (15) foot wide easement along both sides of all road rights-of-ways and a ten (10) foot wide easement along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines, gas and water mains, sewer lines and drainage ditches and appurtenances thereto; together with the right to trim, cut or remove any trees or brush necessary, and the right to locate guy wires, braces and anchors where necessary. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned ten foot easement. SKY VALLEY, INC., for itself, its successors, assigns and licensees reserves the right to permit drainage of surface waters over and through said lots. The owners of said lots shall have no cause of action against SKY VALLEY, INC., its successors, assigns or licensees either at law or in equity excepting in cases of wilful negligence, by reason of any damage caused said lots in installing, operating or maintaining above mentioned installations.

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- 8. As part of the consideration herein the purchaser, s, their heirs, devisees or assigns further agree that they will not sell, assign, or convey any lot or lots to any person or persons not accepted for membership in SKY VALLEY ASSOCIATION, INC., and further agrees that he will not sell or convey such lot without first in writing offering the same to the grantor, its successors and assigns, at a price not exceeding the bona fide offer of a responsible party made in writing to purchase such lot, which offer shall allow the grantor, its successors and assigns, as aforementioned, at least fourteen days to accept such offer. This restriction shall not apply to mortgages given to savings banks, institutions for savings, co-operative banks, savings and loans associations, credit unions or other bona fide lending institutions but shall apply to all conveyances of the equity of redemption in any lot.
- 9. These restrictions shall be considered as covenants running with the land, and shall bind the purchaser, s, their heirs, devisees or assigns further agree that they will not sell, assign, and if any of them shall violate or attempt to violate any of the covenants or restrictions here contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1975. The same may thereafter, and from time to time, be changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds of the said lots so agree in writing. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.
- 10. Foundations may be elevated or slab concrete, provided that all foundations shall be enclosed and placed under all exterior walls of all buildings. No structures shall be erected upon pillars or piers.
- 11. No fences, walls or hedges shall be installed on the front portion of any lot within this addition between the front lot line and the front building set-back line; provided, individual trees, shrubs and other landscaping shall be permissible therein.

TO HAVE AND TO HOLD the above-described property with all and singular the appurtenances thereto, unto the said \_\_\_\_\_ as tenants by the entireties, their heirs and assigns, subject only to the aforesaid covenants and restrictions, forever in fee simple.

AND the said party of the first part covenants that it will warrant specially the property hereby granted and conveyed and that it will execute such other and further assurances of said land as may be requisite.

WITNESS the corporate name of SKY VALLEY, INC., by R. Thomas Thayer, Jr., its President, attested by Fred A. Thayer, its Secretary, with corporate seal attached, the day and year first above written.

Attest:

SKY VALLEY, INC.

Fred A. Thayer By R. Thomas Thayer, Jr.

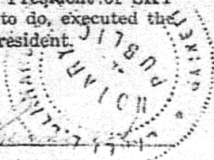
Fred A. Thayer Secretary R. Thomas Thayer, Jr. President

STATE OF MARYLAND, GARRETT COUNTY, To-wit:

On this 29<sup>th</sup> day of November 1972 before me, the undersigned officer, personally appeared R. Thomas Thayer, Jr., who acknowledged himself to be the President of SKY VALLEY, INC., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing himself as President.

In witness whereof, I hereunto set my hand and official seal.

Just L. [Signature]  
Notary Public



TAX \$ 17.50 REC. # 4442 DEC 12 '72 STATE PROPERTY TRANSFER



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