

RRR/kma 0494:61133 08/19/80

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
COVERING SECTION 1
OF COLLEGE MANOR**

THIS DECLARATION dated December 22, 1980, by Chesapeake Homes Inc., a Maryland corporation (the "Company"), and Joseph J. Smuck and Stanley Smuck, (the Mortgagees).

RECITALS

- A. The Company owns an 18.917 acre tract of land more or less located in the 3rd Election District of Anne Arundel County, Maryland. The tract (hereinafter called the "Property") consists of all of the land shown on the subdivision plat entitled "Plat One, College Manor", recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 75, Page 30, Plat #3955.
- B. The Company desires to subject the Property, and the lots located therein (the "Lots"), to the Covenants, Conditions, Restrictions and Easements set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots.
- C. The Mortgagees are the holders of a Purchase Money Mortgage from the Company dated April 8, 1980 which is recorded among the Land Records of Anne Arundel County at Liber 3304, No. -, Folio 430, and which is a lien upon a portion of the Property. The Mortgagees are joining in this Declaration for the purpose of subordinating the lien of the Mortgage to the legal operation and effect of this Declaration.
- D. The Company and the Mortgagees hereby declare that the Property shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions and Easements set forth below.

I. COVENANTS, CONDITIONS AND RESTRICTIONS

1. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling house not to exceed two and one-half stories in height, with or without a private one or two car garage, except as follows:
 - (a) Real estate sales, management and construction offices may, with the prior written consent of the Company, be erected, maintained and operated on any Lot or in any building or structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sale of any part of the Property, or of improvements now or hereafter erected thereon.
 - (b) Any Lot or other parcel of land comprising the Property, and any improvements now or hereafter erected thereon may, with the prior written consent of the Company, be used for a playground, non-profit community swimming pool, non-profit community tennis court, park, place of public assembly for community meetings, automobile parking area for non-commercial vehicles while the passengers are using or attending any of the above activities, and for the usual purposes incidental to the foregoing.
2. No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") shall be commenced, erected or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations and approximate cost of the Structure, addition or alteration shall have been submitted to and approved in writing by the Company. The Company shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure,

addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations and/or drainage; factors of public health and safety; the effect the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area.

3. No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat therefor. Where two adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences, where approved by the Company shall not exceed 42" in height and shall not impede surface drainage. Privacy enclosures of open patios, swimming pools or garden courts where approved by the Company may exceed 42" in height if allowed by the Company. In no case shall chain link fences be erected on any Lot or other portion of the Property except around swimming pools, tennis courts, and similar recreational facilities located on the Recreation Area or the Flood Plan Areas shown on the Plat.
4. No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or structure erected thereon, except that no more than two dogs, cats, or similar domestic household pets may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners.
5. No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.
6. No Structure other than a dwelling house, and no trailer, tent, shack, garage, or other

outbuilding on any Lot shall be used at any time as a residence either temporarily or permanently. No boats, trailers or recreational vehicles shall be regularly parked or stored on any street. Boats, trailers and recreational vehicles parked or stored on any Lot shall be placed no closer to the street than the front of the dwelling house on the Lot except that boats on trailers may be parked on driveways in front of the dwelling house. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates.

7. No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of the Company. This shall not prohibit the display of customary "For Rent" or "For Sale" signs, not larger than twenty-eight inches wide and twenty inches high on or in front of a dwelling house by the owner thereof; except that for the first year following the completion of the dwelling house on the Lot the owner or resident, in attempting to sell or lease the dwelling house for sale or rent except with the prior written consent of the Company.
8. No outside television or radio antenna shall be erected, installed or maintained on any Lot, or on any Structure thereon except that outside television or radio antennae four feet in height or less shall be permitted on the roof or chimney of a dwelling house.
9. No permanent exterior clothes dryer shall be erected, installed or maintained on any Lot, or on any Structure thereon. Only collapsible or retractable clothes dryers shall be used and they shall be collapsed or retracted when not in use and shall be located in the rear yard behind the dwelling house.
10. The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which blocks the view of operators of motor vehicles so as to create a traffic hazard.
11. Covenants, conditions and restrictions numbered 1 through 10 above (the Covenants) shall be enforceable by the Company and by the owners of all or any portion of the Property until the fortieth anniversary of the date of this Declaration and thereafter for

successive 10 year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of 75% of the Lots which are then subject to the Covenants, and be recorded among the Land Records of the jurisdiction referred to above, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Company by this Declaration may be assigned or transferred by the Company to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property which agrees to accept them. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of the Jurisdiction referred to above, and upon recordation thereof, the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Company by this Declaration.

12. Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

II. RESERVED EASEMENTS

1. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Company over the front, side and rear five feet of each Lot for the installation and maintenance of utilities, storm water sewers and surface drains. No Structure, planting or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the

responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Company of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Company's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Company to thereby convey or release the easements.

2. The designation of streets, avenues, roads, courts, open spaces, recreation areas and flood plains on the Plat is for the purposes of description only and not dedication, and the rights of the Company in the same are specifically reserved, and the Company hereby reserves to itself, its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts, open spaces, recreation areas and flood plains, as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.
3. The Company further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipalities; to install and maintain pipeline, underground or above ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Company may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts, open spaces, recreation areas and flood plains, and in, over, through, upon and across each and every Lot in the easement area reserved in paragraph 1 of Article II of this Declaration or as shown on the Plat. The Company further reserves to itself, its successors and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces, recreation areas and flood plains and easements to public use. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat,

without the prior written approval of the Company.

III. GENERAL PROVISIONS

1. The area of the Property subject to this Declaration may be increased by the filing among the Land Records of the jurisdiction referred to above of supplements to this Declaration, which need only be signed by the Company and the owner of the additional land described in the supplement and the holder of any mortgage or similar lien thereon stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provision of this paragraph are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this paragraph 1.
2. The Company shall have the right, by instrument duly recorded among the Land Records of the jurisdiction referred to above, which need only be signed by the Company and the holder of any mortgage or similar lien on the portion of the Property then owned by the Company which is affected by the modification, to modify the provisions of this Declaration insofar as they relate to any portion of the Property which, at the time of the recording of such modification, is owned by the Company; except that if the modification is required by the Veterans Administration, or the Federal Housing Administration, or any successor agencies thereto as a condition of the approval by such agency of the Property or any part thereof or any lot thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration, or similar programs, the modifications may related to the entire Property, and the consent to the modification by any Lot Owner or of the holder of any lien on such Owner's Lot shall not be required.
3. The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.
4. Each conveyance of a Lot, or of any interest in the Lot, by the Company, shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

WITNESS the due execution of this Declaration of Covenants, Conditions, Restrictions and Easements by the Company, and the Mortgagees.

WITNESS: Chesapeake Homes, Inc.

_____ By: _____ (SEAL)

_____ _____ (SEAL)

Joseph J. Smuck, Mortgagee

_____ _____ (SEAL)

Stanley Smuck, Mortgagee

STATE OF MARYLAND, _____ OF _____, to wit:

I HEREBY CERTIFY, THAT ON THIS ____ DAY OF _____, 1980, before me, a Notary Public in and for the _____ aforesaid, personally appeared _____, who acknowledged himself to be the President of CHESAPEAKE HOMES, INC., and that he as such President, being authorized to do so, executed the foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS COVERING SECTION 1 OF COLLEGE MANOR SUBDIVISION on behalf of CHESAPEAKE HOMES, INC., as such President.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, County OF Queen Anne's, to wit:

I HEREBY CERTIFY, that on this 10th DAY OF December, 1980, before me, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH J. SMUCK, known to me to be the person whose name is subscribed to the foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS COVERING SECTION 1 OF COLLEGE MANOR SUBDIVISION, and that he acknowledged that he has executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, County OF Queen Anne's, to wit:

I HEREBY CERTIFY, that on this 10th DAY OF December, 1980, before me, a Notary Public in and for the State and County aforesaid, personally appeared STANLEY SMUCK, known to me to be the person whose name is subscribed to the foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS COVERING SECTION 1 OF COLLEGE MANOR SUBDIVISION, and that he acknowledged that he has executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

