

DECLARATION OF COVENANTS AND RESTRICTIONS

ANNE ARUNDEL COUNTY, MARYLAND

LR - Agreement
Recording Fee 20.00
Grantor/Grantee Name:
Savannah Dr
Reference/Control #:
LR - Agreement
Surcharge 40.00

THIS DECLARATION of Covenants and Restrictions, made this 27 day of February, 2013, by Patrick F. Shannahan, Sr. and Jennifer M. Shannahan, jointly hereafter referred to as Declarants.

Sub Total: 60.00

Total: 60.00

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Register 10

WHEREAS, by Lot 1, 3485 Savannah Drive, Davidsonville, MD 21035, deed recorded December 18, 2009 and recorded among the Land Records of Anne Arundel County in Liber 18596, Folio 784.

WHEREAS, by Lot 2, 3483 Savannah Drive, Davidsonville, MD 21035, deed recorded on June 4, 2014 and recorded among the Land Records of Anne Arundel County in Liber 21858, Folio 005.

WHEREAS, by Lot 3, 3481 Savannah Drive, Davidsonville, MD 21035, deed recorded June 4, 2014 and recorded among the Land Records of Anne Arundel County in Liber 21858, Folio 009.

WHEREAS, by Lot 4, 3479 Savannah Drive, Davidsonville, MD 21035, deed recorded June 4, 2014 and recorded among the Land Records of Anne Arundel County in Liber 21858, Folio 013.

WHEREAS, it is the intention of the Declarants to develop as a planned community, a subdivision shown on Platt as Sub. No. MS 2005-033, Shannahan Property and have caused subdivision plats to be prepared which has been recorded among the plat records of Anne Arundel County and

WHEREAS, the Declarants desire as part of their plan of development of the property shown on the recorded subdivision plats of the Shannahan Property in Davidsonville, to impose certain covenants, restrictions and conditions thereon;

WHEREAS, the said Declarants, in order to promote the orderly development of lots 1 through 4 on the Shannahan Property, to maintain a high quality standard for properties thereon and to promote the general welfare of the property owners in said subdivision and to preserve the harmonious nature of the community of Davidsonville, desire that the hereinbefore described real property shall be subject to covenants, conditions and restrictions hereinafter set forth, each and after all of which is and are to the benefit of said property and each owner thereof.

NOW THEREFORE, the said Declarants for themselves, their successors and assigns, hereby declare that the lots 1 through 4 as shown on the aforesaid subdivision plats of shall henceforth be owned, occupied, held, sold and conveyed subject to the following covenants, conditions, restrictions and reservations, all of which shall run with said real property and shall be binding upon all parties having or acquiring any right, title,

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 27922, p. 0096, MSA CE59 28363. Date available 01/14/2015. Printed 08/14/2015.

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or interest in said properties, or any part thereof, and shall endure to the benefit of each owner thereof;

1. ARCHITECTURAL CONTROL:

No structure or building existing upon any parcel may be altered in any way which materially changes the exterior appearance thereof, unless plans and specifications shall have been submitted to and approved in writing to the Committee. Such plans and specifications shall contain such information as may be required by the Committee, but in any event shall include: plans and specifications showing the structure's exterior elevation, dimensions, kind of materials to be used, quality and type of workmanship and location with respect to the particular parcel including building lot topography, finished floor and roof line elevations, proposed front, rear and side set-backs of all structures or outbuildings on the lot and location of parking area and driveways on the parcel. Upon approval of plans submitted hereunder, a copy of such plans and specifications will be deposited and remain permanently with the architectural committee. No cinderblock, concrete or concrete block used in the construction of the dwelling, wall or outbuilding shall be exposed. Foundations will not be exposed. Exposed surfaces shall be finished with at minimum, stucco to appear that construction is completed.

2. COMMITTEE MEMBERSHIP: The Architectural Control Committee is composed of Patrick F. Shannahan, Sr. and Jennifer M. Shannahan. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining member(s) shall have the full authority to designate his or her successor. Neither the members of the Committee, nor its designated member, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of this Committee or its representatives shall continue as herein provided until such time that any of the recorded subdivision lots have been sold to a contract purchaser. Thereafter, the Architectural Control Committee shall be composed of the owners of record of each lot.

3. COMMITTEE PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The Architectural Committee's approval or disapproval will be primarily based on, but not limited to, the following:

- (a) Compliance with the Covenants and Restrictions
- (b) Adequacy and scope of information provided on plans and specifications
- (c) Exterior appearance
- (d) Use of proposed structures
- (d) Location of proposed structures
- (e) Site plan

Approval of any such plan shall terminate and be rendered void if construction is not begun within twelve (12) months after such approval unless such twelve (12) month

period is extended by agreement with the Architectural Committee in which event the extended period shall be applicable.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such as disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. Ownership will constitute one vote per lot.

4. WAIVER: The covenants and restrictions governing the building lots 1-4, contained herein may not be amended or modified in any respect except by the execution of an instrument signed by the Architectural Committee members. In the event that a consensus cannot be reached among the Committee members, modifications or amendments could be passed by a majority vote. All existing structures and their associated lots are excluded from these covenants.

5. DWELLING SIZE: The main structure on any lot exclusive of open porches, breezeways, and any attached and/or integral and/or detached garages, shall not be less than 2800 square feet.

6. TEMPORARY STRUCTURES AND TIME TO BUILD From the time the construction is commenced on a main dwelling house, after having obtained approval as described according to county regulations, said construction is to be completed within a period of two calendar years of its commencement date. Further, said main dwelling may not be occupied on a temporary basis until the structure is essentially complete and the appropriate local County authorities have issued appropriate use and occupancy permits.

7. PROHIBITED DWELLINGS: No pre-building or factory-built and assembled house that must be trailered as pre-built units to the homesite shall be permitted unless structure is first approved by architectural committee.

8. AIR CONDITIONING SYSTEMS: All air -conditioning systems used in any and all dwellings or other buildings, if any, shall be maintained in such manner as to prevent the same from becoming a noise or nuisance problem. The compressors of the central air conditioning unit shall be baffled or screened.

9. PARKING AREA: New lot owners for improved lots are required within six (6) months after the transfer of the deed to install at their own expense a coated driveway pipe and concrete driveway apron on their subject property to meet Anne Arundel County specifications. Lattice or panel or such screening as the Architectural Control Committee approves shall be used so that excess vehicles parked shall be screened from the street. New structures shall consist of any structure built after 2013.

10. VEHICULAR STORAGE: Any large mobile home or boat and trailer shall be stored on the back of the lot and will be screened, so as not to be offensive to other lot owners or behind screening as approved by the Architectural Control Committee.

11. WATER AND SEPTIC SYSTEM: The Declarants reserve the right to have the subdivision and all associated lots and property rezoned or to secure permission from the proper authority for the installation and maintenance of a public or private sewer system in the said development, and to operate said water system or to convey such rights to any public authority have power to acquire and operate the same.

12. 50 FOOT RIGHT OF WAY EASEMENT: Easements for installation and maintenance of utilities and drainage facilities are reserved as will be shown on the revised recorded plat and over the side and rear of each lot. Within this 50 foot right of way easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. 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 for which a public authority or utility company is responsible.

13. NUISANCES: No noxious, dangerous, or offensive thing, trade, business or activity shall be carried on any lot nor shall anything be done thereon which in the opinion of the Committee may be or may become an annoyance or nuisance to the community. No live poultry, hogs, cattle or other livestock shall be kept on lots one through four (1-4).

14. TALL OR LARGE STRUCTURE: Any structure that in the opinion of the committee is tall or large, that is not the principal residence or garage must be approved by the architectural committee before permit requests are made.

15. GARBAGE AND REFUSE DISPOSAL: No homesite or other properties within the subdivision heretofore or hereinafter conveyed shall be used or maintained as a dumping ground for trash, garbage and other waste. All waste shall be kept in rodent-proof sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

16. FENCES: No fences shall be erected or constructed in the front yard of any lot.

1. Applications are required for all fencing
2. Applications must include the following information:
 - a. Fence Style and Materials
 - b. Color of Fence
 - c. Dimensions
 - d. Site Plan showing the relationship of the fence to the adjacent houses and open spaces and to the property lines including dimensions, and
 - e. Any other information that would be helpful in the review of the application, i.e. landscaping
3. Fencing should match existing fencing on adjacent properties
4. Gates must match the fence in material, style and color
5. Property line fencing shall not extend forward of the rear line of the house.

17. CLOTHES LINES: Any and all clothes lines which shall be erected on any lot in this subdivision are restricted to the rear of the dwelling's rear lot line and shall not be visible from the street.

18. LOT MAINTENANCE: Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, whether occupied or unoccupied, in good order and repair, so as not to become unsightly including unattractive growth or excessive accumulation of manure, rubbish, or garbage, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Architectural Committee, as herein defined, any Owner fails to perform the duties of good property management, the owner will be notified in writing as to the problem and the remedy necessary to cure the maintenance issue. If in fact, the lot owner does not respond or remedy the property maintenance issue within 45 days, the Committee shall have the right to repair, maintain and/or remedy the problem and the cost thereof shall be a binding, personal obligation of the owner of the Lot in question.

19. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. RIGHT OF FIRST REFUSAL: The Declarants shall be given the privilege for a ~~sixty (60)~~ day period of first right of refusal for the resale of any lots in the subdivision. *15 Days Fifteen (JMS) PFS JF*

21. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS:

Theodore S. Entwisle III Patrick F. Shannahan Sr
Theodore S. Entwisle III Patrick F. Shannahan, Sr., Declarant

Paige G. Entwisle Jennifer M. Shannahan
Paige G. Entwisle Jennifer M. Shannahan, Declarant

State of Maryland, County of Anne Arundel, To Wit: