

Declaration of Restrictions - 1964 (and 1965)

Amendments to Declaration of Restrictions of 1964 (1965)

Article 19 (amended) - trucks, inoperative automobile, *etc.*

Article 24 (new) - trailers, *etc.*

Declarations of Covenants & Restrictions - 1964

Article 1 - Rights and powers; transfers

Article 2 - Roads

Article 3 - Easements, right of ways

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Article 6 - Lot lines

Article 7 - Lot line changes by developer

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Article 9 - No temporary or out-buildings as residences

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Article 11 - Covenants, restrictions run w/ land in perpetuity

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Article 13 - Right of enforcement of these covenants

Article 14 - Severability of covenants

Article 15 - Waterfront lot lines

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Article 17 - Boats, mooring of

Article 18 - Restricting access/use of waterfront property only to owners

Article 19 - Vehicles restricted from parking; location

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DECLARATION OF RESTRICTIONS (1964)

Book 1789 Page 157

THIS DECLARATION OF RESTRICTIONS, made this 27th day of August 1964. by the Mil-Bur Company, a body corporate of the State of Maryland, and Sidney B. Tinley, Jr. and E. Catherine Byrne, Trustees, for Weaver Bros., Inc. of Maryland. and The Parkside Supply Company, a body corporate of the State of Maryland.

WHEREAS, the said The Mil-Bur Company, is the owner of a tract of land situated in the Third Election District of Anne Arundel County, Maryland. by virtue of a deed recorded April 19, 1964, from The Parkside Supply Company and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No.1744 Folio 340, and

WHEREAS. the said The Mil-Bur Company have subdivided the said tract into 68 lots as follows: lots nos. 1 through 6 inclusive, and lot 16, Block C, and lots 5 through 12 inclusive, Block A, all as shown on Plat B, Mil-Bur, Section I, which plat is recorded among the Plat records in Anne Arundel County in Plat Book 32, folio 89; lots nos. 1 through 7 inclusive and lots 17 and 18, Block B, and lots 1 and 2, Block D, all as shown on Plat A, Mil-Bur, Section 1, which plat is recorded among the Plat records in Anne Arundel County in Plat Book 32, folio 88; and lots nos. 2, 3, and 4, and lots 8 through 16 inclusive, Block B and lots nos. 7 through 15, inclusive, Block C and lots 3 through 23 inclusive, Block D, all as shown on plat entitled "Mil-Bur", Section Two, which plat is recorded among the Plat Records in Anne Arundel County in Plat Book 32, folio 90.

WHEREAS, the said The Mil-Bur Company, on April 9, 1964, executed a mortgage covering said property to The Parkside Supply Company and the said The Parkside Supply Company desires to join herein for the purpose of subordinating the said Mortgage on said 68 lots as shown on said Plats to the covenants and restrictions hereinafter set forth; and

WHEREAS. the said The Mil-Bur Company, on May 14, 1964 executed a DEED OF TRUST covering said 68 lots to Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, for Weaver Bros., Inc., of Maryland, and the said Trustees desire to join herein for the purpose of subordinating the said DEED OF TRUST on said lots to the covenants and restrictions hereinafter set forth; and

WHEREAS, the said owners have adopted the covenants and restrictions herein after set forth for the purpose of protecting purchasers of lots in said subdivision to facilitate the sale of the land in said subdivision by reason of uniformity of development, and to make certain that the restrictions shall apply uniformly to all 68 lots in said subdivision.

NOW THEREFORE, The Mil-Bur Company, does hereby establish and impose upon all lots in said subdivision, shown on the aforesaid plats, the following protective covenants and restrictions, to be enforced and observed by them, their successors and assigns, as well as by all purchasers of land in said sub-division. to wit:

1. Any and all of the rights and powers reserved or given to the Developer by virtue of this document may be assigned at option of developers to any one or

more corporations, associations or committees 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 purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have all of the rights and powers herein given to the Developers provided the written assignment or transfer has been duly recorded among the Land Records of Anne Arundel County.

2. The Developer expressly reserves the title to both the surface and beds of all roads as laid out in said development or that may be laid out in the future, with the right of ingress and egress to and from the land belonging to any lot owner; and they further expressly reserve the exclusive right to grade, change the grade, close or partly close any road within this development which will not immediately affect the right of ingress or egress of any lot owner. The Developer shall have the right to dedicate or convey the roads to any public authority having power to acquire same.

3. Easements and right of ways are hereby expressly reserved to the Developer in and over strips of land 10' in width along and within all rear boundary lines of all lots and a strip of land 10' in width along all side boundary lines and a strip of land 15' in width along an front boundary lines for the purpose of entering on and installing and/or maintaining or licencing others to enter and/or install and/or maintain wires, poles, pipes, cables, apparatus or drains below, on or above the ground for utility, public or quasi-public use at any time, The Developer reserves the right to grant and/or convey said easements

and/or right of ways to any public authority or to any public utility companies for any of the aforesaid purposes.

4, There shall not be erected, converted, permitted, maintained or operated any building or other structure for any purpose other than residential, and no business industrial or commercial use of any kind shall be permitted except by written permission of the Developer. This prohibition, however, is not intended to apply to the Developer who may erect or convert any building for purposes, which in their opinion is in keeping with the development, including the erection and/or operation of playgrounds, swimming pools, or community and club buildings. Not more than one dwelling per lot to house not more than two families per dwelling shall be allowed. This is not intended to preclude a professional man from having an office in his home if approval in writing is given by the developer.

5. (a) No building, addition to building, part thereof, driveway, accessory building, fence, exterior wall, or any other structure of any nature whatsoever shall be hereinafter commenced, erected, altered and/or maintained until the complete building plans and specifications, in duplicate, have been submitted to the Developer and same have been approved in writing as set forth herein below.

Plans and specifications shall be complete in every detail as pertaining to the design, kind, size, shape and architectural appearance; quality and type of workmanship and material, and also as to harmony of exterior design and color scheme with existing structures in the development. Plans shall include a plot plan

showing the size and location of any of the buildings, etc., mentioned above with respect to the lot lines, Plot plans shall also include sufficient data to establish the topographical relationship between the existing grades and the proposed finished grades and also finished floor and roof line elevations. No fence of any description or purpose shall be erected until written permission has been secured from the adjoining property owners within the development on whom the fence will bound and then only upon the written permission of the Developer. Said fences to be of wood construction only, and of size, shape and design as approved by said Developer. The Developer may waive the written permission required from the adjoining property owners if in their opinion it is best to do for community betterment.

(b) The Developer upon receipt of a written request for approval of plans shall within 30 days approve or disapprove the request in writing, mark the plans and specifications accordingly, return one copy to the applicant and retain one copy for their files, If the Developer fails to approve or disapprove such design, etc., within 30 days after said plans and specifications have been submitted to them, such approval will not be required and Section 5 (a) of this covenant shall be deemed to be fully complied with. The Developer shall not be entitled to any compensation for services performed pursuant to this covenant.

(c) After approval is received as aforesaid from the Developer and the owner commences said building, addition, etc., then he shall thereafter complete said building proceeding with diligence, weather

conditions permitting, and in any event, shall complete said building within 1 year from commencement date thereof.

6. No building, part thereof, or accessory building, shall be erected on any part of any lot in the Development, closer than 40 feet to any road, and 8 feet from the division line of any lot without the written permission of the Developer. Clotheslines shall be of removable type only and shall be placed on the lot to the rear of the dwelling and not less than 20 feet from the rear lot line.

7. The Developer reserves the right to change or modify the lot lines or method of subdivision or any lots owned by the Developer without the consent of any lot owner providing such changes do not immediately affect any of the rights of ingress or egress of any lot owner.

8. No noxious, dangerous or offensive thing, trade, business or activity shall be carried out on any lot nor shall anything be done thereon which in the opinion of the Developers may be or become an annoyance or nuisance to the community. No live poultry, hogs, cattle, or other livestock shall be kept on any lot nor shall any animals be kept or housed on any lot or in any building thereon in such manner as to create a nuisance. Pets are to be kept on the owners' premises.

9. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected or maintained on any lot shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.

10. The Developer expressly reserves the right to erect and/or maintain temporary offices, construction buildings, storage yards and things of a like nature on any lot within this subdivision.

11. All of the covenants, agreements and restrictions herein shall run with the land and shall be in perpetuity, but at any time a 100 per cent majority of the record owners of the lots within this subdivision may cancel, annul, or abrogate any and/or all these covenants by a writing duly executed and properly recorded among the Land Records of Anne Arundel County.

12. All of these covenants shall be in perpetuity, but on and after April 1, 1984, a two-thirds majority of the record owners of lots may amend, cancel, annul, or abrogate any and/or all of these covenants by a writing duly executed and properly recorded among the Land Records of Anne Arundel County.

13. Violation or attempt to violate any of these covenants herein shall make it lawful for the Developer or for any lot owner to prosecute any proceedings at law or in equity the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to force them to correct the violation. Failure by any lot owner or the Developer to enforce or attempt to enforce by process of law herein contained shall in no event be deemed a waiver of the right to enforce such covenant thereafter as to the same or similar breach or as to one occurring prior or subsequent thereto.

14. The invalidation of any one or part of any one of these covenants by judgment or court order shall in no way affect any other of these covenants which shall remain in full force and effect.

15. On waterfront lots the rear lot line shall be the waterfront side of the lot measured at the mean high water mark; the front line shall be the lot line at the street.

16. Piers, bulkheads, jetties, and/or rip rap and any construction of any sort whether on shore or off shore may not be built until complete plans and specifications have been submitted to and approved by the developers in writing, in accordance with the requirements of Paragraph 5.

In general piers will not be approved unless they conform to the following general specifications: Piers shall not extend into the water further than 65' from the mean high water mark. Head piers built at right angles to the main pier shall not be more than 20' long. Piers shall be a maximum of 6'0" in width. The decks of piers shall be at a maximum height of 4' above average water. The maximum height of any construction on the piers shall be 3'0" above the deck except one mast may be installed not to exceed 10'0" in height above the deck. The piles shall not be further than 15'0" beyond the pier in any direction. All piles shall have a minimum 9" butt dimension. All decking shall be a minimum of 1½" thick.

17. All boats regularly berthed at a pier shall be registered in the name of the person occupying the respective lot, and shall be restricted to pleasure craft. Not more than two boats shall be regularly berthed at any pier; this is not intended to apply to a dinghy or pram housed on a larger boat.

18. No owner or occupant shall permit the use of any pier, bulkhead or jetty or any portion of the land by any other persons for the purpose of ingress

or egress to any boat or floating structure.

19. No truck, motorcycle, inoperative automobile or commercial highway vehicle shall be parked on any lot, in any driveway or on any street in this subdivision, but shall be parked in a garage or enclosed carport. This restriction shall apply to trailers, except boat trailers as hereinafter set forth.

20. The parcels labeled Community Recreation Area and Supplemental Community Recreation Area as shown on Plat B, Section I of said Mil-Bur have been expressly reserved by the Developers, and no lot purchaser or occupant of any lot shall acquire any right, title, or interest in said parcels.

21. No light, floodlight, etc., shall be operated so as to cast any direct rays of light upon any building on any other lot in this subdivision.

22. No boat or boat trailer shall be stored on any lot unless it is stored in the rear of the house on said lot and such storage is limited to boats or boat trailers sixteen (16) feet in length or less. Any boat or trailer longer than 16 feet shall be stored in a garage or enclosed carport. No inoperative auto shall be parked on any lot.

23. No filling or dredging of any land beyond the mean high water mark of any lot shall be commenced without written approval of the Developers.

AS WITNESS the hands and seals of the said William E. Anderson,
President of The Mil-Bur Company with the corporate seal thereof duly attested,
and the hand of E. L. Stebbing, President of The Parkside Supply Company,

with the corporate seal thereof fully attested, and the hands and seals of Sidney Tinley and E. Catherine Byrne, Trustees of Weaver Bros., Inc., of Maryland the day and year first above written.

DECLARATION OF RESTRICTIONS (1965)

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THIS DECLARATION OF RESTRICTIONS made this fourteenth day of May 1965, by The Mil-Bur Company, a body corporate of the State of Maryland and Sidney R. Tinley, Jr. and E. Catherine Byrne, Trustees for Weaver Bros., Inc. of Maryland, The Parkside Supply Company, a body corporate of the State of Maryland, and Elwynne L. Stebbing and his wife, Ellen C. Stebbing.

WHEREAS the said The Mil-Bur Company, the said Sidney U. Tinley, Jr. and E. Catherine Byrne, Trustees, and the said The Parkside Supply Company, have on August 21, 1964 entered into a DECLARATION OF RESTRICTIONS which is recorded among, the land records of Anne Arundel County at Liber 1789 folio 157, and

WHEREAS, the said The Mil-Bur Company has sold to Elwynne L. Stebbing, and Ellen C. Stebbing, his wife a lot, 135 N. Milburn Circle in the development, Mil-Bur, which is covered by the Declaration of Restrictions, and

WHEREAS, the said The Mil-Bur Company, the Developers and owner of the tract of land, "Mil-Bur", desire to amend the Declaration of Restrictions dated August 27, 1964 and recorded among the land records of Anne Arundel County at Liber 1789 folio 157, and the parties hereto join for the purpose of amending said Declaration of Restrictions as provided for in article 11 of said Declaration,

NOW THEREFORE, the following amendments and additions are made to the Declaration of Restrictions dated August 27, 1964, which is recorded among the land records of Anne Arundel County at Liber 1789 Folio 157:

Article 19 - No truck, motorcycle, inoperative automobile, or commercial highway vehicle shall be parked on any lot, in any driveway, or on any street in this sub-division, but shall be parked in a garage or enclosed carport.

Article - 24 No utility trailer, camping trailer, or house trailer shall be parked on any lot, in any driveway, or on any street in this sub-division but shall be parked in a garage or enclosed carport. The developer reserves the right to waive this restriction and allow the parking of a trailer in the immediate rear of a house and in an area properly screened.

AS WITNESS the hands and seals of the said William E. Anderson, President of The Mil-Bur Company, with the corporate seal thereof duly attested, and the hand of E. L. Stebbing, President of The Parkside Supply Company, with the corporate seal duly attested, and the hands and the seals of Sidney H. Tinley and E. Catherine Byrne, Trustees of Weaver Bros., Inc. of Maryland, the hands and seals of Elwynne L. Stebbing, and Ellen C. Stebbing, his wife, the day and year first above written.