

Shiple's Choice Community Association

Section 1 Covenants

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS, Made this 20th day of January, 1978, by MONUMENTAL PROPERTIES, INC., a body corporate of the State of Maryland, hereinafter referred to as "Owner."

WHEREAS, Monumental Properties, Inc., is the owner of all the lots of ground hereinafter described, as follows:

Plat 1, Section 1

Lots 56 to 100, Block "B", both inclusive; Lots 55 to 65, Block "A", both inclusive; all as shown on Plat entitled "Plat 1, Section 1, Shiple's Choice", which Plat is recorded among the Land Records of Anne Arundel County, State of Maryland on Plat 3483, Book 66, Page 8.

Plat 2, Section 1

Lots 33 to 55, Block "B", both inclusive; Lots 33 to 54, Block "A", both inclusive; all as shown on Plat entitled "Plat 2, Section 1, Shiple's Choice", which Plat is recorded among the Land Records of Anne Arundel County, State of Maryland on Plat 3484, Book 66, Page 9.

Plat 3, Section 1

Lots 1 to 32, Block "A", both inclusive; all as shown on Plat entitled "Plat 3, Section 1, Shiple's Choice", which Plat is recorded among the Land Records of Anne Arundel County, State of Maryland on Plat 3485, Book 66, Page 10.

Plat 4, Section 1

Lots 1 to 32, Block "B", both inclusive; all as shown on Plat entitled "Plat 4, Section 1, Shiple's Choice", which Plat is recorded among the Land Records of Anne Arundel County, State of Maryland on Plat 3486, Book 6, Page 11.

WHEREAS, Monumental Properties, Inc., purchased the said property for the purpose of subdividing it and developing same; and

WHEREAS, certain abutting and neighboring property owners have opposed the same development, namely certain residents of the subdivisions of Crain West, Chartwood, Brightwood, Chartwell, Ben Oaks and Pointfield Landing, all subdivisions in the Third Election District of Anne Arundel County in the proximity to the property purchased by the owners as aforesaid; and

WHEREAS, the availability of sewer is a pre-requisite to the development of the subject property in its present R2 zoning classification; and

WHEREAS, the owners are desirous of having support of the residents of the aforesaid subdivisions in having sewage extended to the subject property for the use of the said residents of said subdivisions and for the use of the owners in the development of their property; and

WHEREAS, the said owners of the aforesaid subdivisions through their representatives have agreed to support the said sewage extension in the current and succeeding capital budgets of Anne Arundel County; and

WHEREAS, in consideration therefor, the owners have agreed to place certain restrictions on the above-described property in order to promote a general scheme of development and for the protection and benefit of the residents of the foregoing neighboring subdivisions in consideration of their support as aforesaid with respect to extension of sewer to the following described property; and

WHEREAS, it is the intent of the owners that the covenants, restrictions and conditions set forth hereinafter shall inure to the benefit of the residents of the subdivisions of Crain West, Chartwood, Brightwood, Chartwell, Ben Oaks and Pointfield Landing.

NOW, THEREFORE, be it declared that; The lots hereinbefore described shall be subject to the following covenants, restrictions and conditions which are to run with the land and shall be binding on the parties thereto, their legal representatives, successors and assigns

1. That the aforesaid property shall not exceed 166 single family detached dwellings, that all exterior lots abutting other subdivisions shall contain no less than 15,000 square feet and that the selling price of any such lot improved with a new dwelling, in fee, shall not be less than \$54,000.00; interior lots not abutting other subdivisions shall have a minimum lot area of 10,000 square feet and the selling price of any such lot improved with a new dwelling, in fee, shall be not less than \$40,500.00. All prices set forth in this paragraph shall be adjusted in proportion to the rise or fall of the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers, all Items, using the average percentage increase of one calendar year over the previous calendar year and using 1978 as the first base year. Such increase or decrease shall be made once annually beginning in 1979 and each year thereafter until 1985.

2. One story (ranchers) shall have a minimum living area of 1200 square feet exclusive of porches and garages.

3. Two story structures shall have a minimum living area of 800 square feet per floor exclusive of porches and garages.

4. Split-level homes shall have ground coverage of no less than 1000 square feet exclusive of porches and garages.

5. The said lots hereinbefore mentioned and any building or structure now or hereafter erected thereon 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 dwelling not to exceed two and one-half stories in height, except and provided, however, as follows:

1. Nothing herein contained shall be construed as preventing the use of any garage or garages, erected in accordance with the provisions hereinafter contained, for the usual vehicle housing purposes of private non-commercial garage or garages.
2. Real estate sales, management and/or construction offices may, with the consent and approval of the owners be erected, maintained and operated on any part of said and and/or in any building or structure now or hereafter erected thereon provided such offices are solely used or operated in connection with the development of said land or the construction of improvements on said land, or the management, rental or sale of any part of said land or of improvements now or hereafter erected thereon, but no part of said land, nor any part of any improvements now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this subparagraph (b) without the written consent and approval of the owners being first had and obtained.
3. Any part of any dwelling house or other building now or hereafter erected on the said land, may, with the written consent and approval of owner, be used as a physician's office or dentist's office, without hospital facilities, for the treatment of patients, and for the practice of such professions provided that the physician or dentist using such office resides in the dwelling house in which the house is located, but no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this subparagraph (c) without the written consent and approval of owner being first had and obtained.
4. Any part of said land and any improvements now or hereafter erected thereon may, with the written consent and approval of Owner, be used for a church, school, library, playground, non-profit community swimming pool, non-profit community tennis court, park, automobile parking area for non-profit community tennis court, park, automobile parking area for non-commercial vehicles, place of public assembly for community meetings, and for any or all of the usual purposes and functions incidental to or connected with any or all of the foregoing, but no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (d) without the written consent and approval of Owner being first had and obtained.

6. No building, fence, wall, sign, swimming pool, tank, or structure of any kind shall be commenced, erected or maintained on said land, nor shall any addition to or change or alteration therein be made, until the plans and specifications in duplicate showing the nature, kind, shape, height, materials, locations and approximate cost of such

structure shall have been submitted to and approved in writing by Owner. Owner shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons, and in so passing upon such plans and specifications it shall have the right to take into consideration the use and suitability of the proposed building, fence, wall, signs, swimming pool, tank or structure, changes, additions, alterations and locations thereof, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property. However, partition fences may be erected at the rear of the lot along the rear property line without first obtaining Owner's permission. In addition to the foregoing provisions of this paragraph (6), in no event shall any fence or wall be erected, placed, altered or permitted to remain on any lot nearer to any street than the minimum setback line as provided in paragraph (7) hereof. Where two adjacent houses are different distances from the street, no fence or wall between these two lots shall be closer to the street than the rear corner of the house most distant from the street. Fences where permitted shall not exceed 42 inches in height and shall not impede surface drainage. The restrictions of this paragraph shall not apply to enclosures of open parties or garden courts and shall not apply to retaining walls required by topography, but any such enclosures or retaining walls must have written consent and approval of Owner.

7. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An encroachment into the aforesaid setback areas of not more than 12 inches shall not constitute a violation of the restrictions contained in this paragraph or of the setbacks shown on the aforesaid plat or any amendment to said plat or re-subdivision thereto.

8. No chickens, ducks, geese, or other type or kind of fowl, nor horses, ponies, goats, cows or livestock of any kind whatsoever may be kept, maintained, or bred on any lot or lots or in any dwelling or building erected thereon, nor shall any owner or occupant be permitted to breed fur bearing or domestic animals such as cats and dogs, etc., or to keep any animal other than two such domestic animals on the premises.

9. No nuisance shall be maintained, allowed or permitted on any part of said land and no use thereof shall be made or permitted which may be noxious or detrimental to health.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; this provision is not intended to prohibit the construction of dwellings with partial, full, finished or unfinished basements.

11. No advertising or display signs of any character shall be placed or maintained on any part of the land nor on any building erected on said land, except with the express written consent of owner. This shall not prohibit the display of customary "For Rent" or " For Sale" signs, not larger than twenty-eight by twenty inches wide on a dwelling house by the owner thereof, excepting that the first year following completion of the dwelling on the property, the owner or resident, in attempting to sell or lease the property, shall not display any signs advertising the property for sale or rent except with the express written consent of the Owner.

12. No outside radio tower or television or radio antenna in excess of four feet in height shall be erected, installed or maintained on any part of said land, or any improvements thereon, until the Owner has first given its approval, in writing, to the type, height and location of the tower or antenna, proposed to be so erected, installed or maintained.

13. No permanent type of exterior clothes dryer shall be erected, installed or maintained on any part of said land, or any improvements thereon; only the collapsible type clothes dryer shall be used.

14. No metal awnings shall be installed or maintained over the front or side porches and windows of any building.

15. The above restrictions shall be valid only if public water and sewer lines of adequate size and capacity to serve the development proposed by the owners, are extended to the subject property and the owners are permitted to connect with said public water and sewer facilities and to use same by the various State, County and Federal agencies whose permission to connect therewith and use are required or necessary; these restrictions shall also be valid only if public water and sewer, as aforesaid, is extended as aforesaid and available as aforesaid by December 31, 1978; otherwise this entire declaration, covenants and restrictions and every part thereof shall be null and void as if same has never been executed or recorded.

16. These restrictions shall be inoperative and invalid insofar as they violate any valid Federal, State or County ordinance or any regulation directive or Order of any Agency thereof; the invalidity of any restriction shall not invalidate any other restrictions herein.

17. The Owner shall appoint an Architectural Control Committee consisting of three persons, including at least one architect who shall approve plans for all dwellings, recreational buildings or other structures in the subdivision; no person shall construct any building or structure until the plans therefore have been presented to and approved by the said Architectural Control Committee.

18. The aforesaid covenants numbered (1) to (17) inclusive are to run with the land and shall be binding on all parties and all persons claiming under them. On or before January 1, 1998, Section 1 covenants were extended 20 years to December 31, 2017 by written authorization of a majority of homeowners and recorded in Book 8215, pages 1 through 124 of the Land Records of Anne Arundel County.

On and after December 31, 2017, the powers and duties of the Owner with respect to said covenants shall cease, unless again extended for a longer period. But said covenants may thereafter be enforced by the appointed representative or representatives if prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by Owner. Any and all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon the Owner may be assigned or transferred by said Owner to any one or more corporations or associations agreeing to accept same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Anne Arundel County and upon recordation thereof, the grantee or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Owner by this Declaration.

19. Enforcement of the above restrictions shall be by proceedings at law or in equity against any persons or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Easements for installation and maintenance of utilities and drainage facilities are hereby reserved by Owner as shown on the plats hereinabove mentioned. Within these easements, 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 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 for which a public authority or utility company is responsible. No conveyance by Owner of any of the aforesaid lots, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of the aforesaid easements, or any of them, even though said conveyance purports to convey the lot or lots in fee simple, or by other language purports to convey Owner's entire interest therein, but, such effect shall only arise if the said conveyance expressly and specifically recites it to be the intention of Owner to thereby convey or release said easements. Likewise, (restating and reaffirming the operation and effect of said numbered paragraphs) each and every conveyance of said lots or any of them, or of any interest in said lots, or any of them by Owner shall be deemed and understood to be also subject to the aforesaid restrictions, numbered (1) to (17) inclusive (and to any other applicable restrictions now of record), whether or not the conveyance shall so state.

Invalidation of any one of the aforesaid restrictions numbered (1) through (17) and/or any of the aforesaid reservations shall in no wise affect any of the other provisions which shall remain in full force and effect.

The Owner shall have the right to place such additional restrictions on each of the said lots at the time of subdivision as it might deem proper to protect the health, safety and general welfare of the future residents of the subdivision and to promote a common scheme and plan of developments; the Owner retains the right to allow variances to those restrictions where the enforcement of a specific restriction on a specific lot would cause undue hardship and practical difficulty and where such variance would not substantially impair the common scheme and plan of development intended to be promoted herein.

Witness the corporate seal of the said MONUMENTAL PROPERTIES, INC. and the signature of its Senior Vice President.

WITNESS: MONUMENTAL PROPERTIES, INC.
LAURA G. RILEY HARRY L. WHITEHEAD
Laura G. Riley Harry L. Whitehead
Senior Vice President

STATE OF MARYLAND, , TO WIT:

I HEREBY CERTIFY, that on this 20th day of January, 1978, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Harry L. Whitehead, who acknowledge himself to be the Senior Vice President of MONUMENTAL PROPERTIES, INC., and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as Senior Vice President.

WITNESS my hand and Notarial Seal.
LAURA G. RILEY Notary Public

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