

Shipley's Choice Covenants Section 2

This DECLARATION OF COVENANTS AND RESTRICTIONS, made this 29th day of May, 1981, by C. STEPHEN LEWIS and WALLACE E. Borger, Trustees (collectively referred to as the "Owner"), and as extended through December 31, 2012, and duly recorded among the Anne Arundel County Land Records, Book 5479, Page 707.

WHEREAS, the Owners are the record title owners of the property known as "Section 2, Shipley's Choice", at Benfield Boulevard, Anne Arundel County, Maryland (the said Section 2 being referred to as the "Subdivision"), as conveyed to the Owner by deed dated May 29, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3314, page 882.

WHEREAS, the Subdivision contains, in part, lots on which single family detached dwellings are to be constructed (the "Lots").

WHEREAS, the Owner desires to subject the Subdivision to these covenants and restrictions, (the "Covenants"), and to cause the Covenants to run with, burden and bind all property and Lots located within the Subdivision.

NOW, THEREFORE, be it declared that: The Lots 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, and their legal representatives, successors and assigns.

1. One story ranchers constructed on the Lots shall have a minimum living area of 1600 square feet exclusive of porches and garages.
2. Two story structures constructed on the Lots shall have a minimum living area of 1600 square feet exclusive of porches and garages.
3. Split-level homes and bi-level homes constructed on the Lots shall have a total finished square footage of no less than 1600 square feet, each exclusive of porches and garages.
4. That the Lots and any buildings or structures now or hereafter erected thereon shall be occupied and used for single family residence purposes only and no buildings 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:
 - (a) 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.
 - (b) Real estate, sales, management and/or construction offices may, with the consent and approval of the Owner be erected, maintained and operated on any part of the Subdivision 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 the Subdivision or the construction of improvements on the Subdivision, or the management, rental or sale of any part of the Subdivision, or of improvements now or hereafter erected thereon, but no part of the Subdivision, nor any part of any improvements now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this sub-paragraph (b) without the written consent and approval of the Owner being first had and obtained.
 - (c) No part of any dwelling house or other building now or hereafter erected on the Subdivision may be used as a physician's office or dentist's office for the treatment of patients, or for the practice of such professions, or for any other non-residential purpose without the written consent and approval of the Owner being first had and obtained.
 - (d) Any part of the Subdivision and any improvements now or hereafter erected thereon may, with the written consent and approval of the 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-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 the Subdivision 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 the Owner being first had and obtained.

5. All dwelling houses erected on the Lots must contain water saving devices, as such devices are defined by applicable federal, state and/or local laws or regulations and all plumbing fixtures installed in such dwelling houses shall have low water saving devices consistent with all governmental laws and regulations.

6. No building, swimming pool, tank or structure of any kind shall be commenced, erected or maintained on the Subdivision, 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 sole opinion for aesthetic or any other reasons whatsoever, 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. In addition to the foregoing provisions of the paragraph (6), in no event shall any fence or wall be erected, placed, altered or permitted to remain on any Lot, other than fences or walls for enclosure of open patios or garden courts, or retaining walls required by topography, but any such enclosure or retaining walls must have written consent and approval of Owner.

1. No buildings shall be located on any Lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line. No buildings 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 25 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.

2. 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 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 such domestic animals on the premises.

9. No nuisance shall be maintained, allowed or permitted on any part of the Subdivision and no use thereof shall be made or permitted which may be noxious or detrimental to health. All Lots shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lots or the accumulation of rubbish or debris thereon.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot 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. For a period of three (3) years from the date of this Declaration, 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 specifically prohibit the display of "For Rent" or "For Sale" signs.

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 the Subdivision, 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. 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.

16. The Owner shall appoint an Architectural Control Committee consisting of three persons who shall approve plans for all dwellings, recreational buildings or any other structures in the Subdivision; no person shall construct any building or structure until the plans thereof have been presented to and approved by the said Architectural Committee.

17. In the event an owner of a Lot shall fail to maintain the Lot and the improvements situated thereon, specifically including the maintenance of the lawn and grass thereon, in a manner reasonably satisfactory to the Owner, the Owner shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain, and restore the Lot and the exterior of the buildings thereon. The reasonable cost of such maintenance shall be promptly reimbursed by the Lot owner to the Owner. The Owner shall not be liable for any damage which may result for any such maintenance work performed hereunder.

18. No boats, trailers, winnebagoes or other types of recreational vehicles shall be parked or stored on any Lot or any street in the Subdivision.

19. The aforesaid covenant numbered (1) to (18) inclusive are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2012, and may be extended for a longer period in the manner hereinafter set forth. On and after December 31, 2012, the powers and duties of the Owner with respect to said covenants shall cease. 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 the 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.

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

21. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved by Owner as shown on the recorded plats for the Subdivision. Within these easements, no structures, planting or other materials 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 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 Lots 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 interests in said Lots, or any of them by Owner shall be deemed and understood to be also subject to the aforesaid restrictions, numbers (1) to (18) inclusive (and to any other applicable restrictions now of record), whether or not the conveyance shall so state.

1. The Owner shall have the right to place such additional restrictions on each of the 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 development; 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.

END

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