

DECLARATION OF COVENANTS, RESTRICTIONS AND
AFFIRMATIVE OBLIGATIONS

WHEREAS, by Deed dated May 30, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3317 folio 368, Arundel Union Enterprises, Inc., hereinafter referred to as "Declarant", is the owner of certain real property therein fully described;

WHEREAS, it is the intention of Declarant to impose certain covenants, restrictions and conditions with respect to the lots hereinafter described, said lots being a part of the tract of land described in the aforesaid deed. The lots which are the subject matter of this document are described as follows:

Lots One (1) through One hundred, sixty seven (167), Resubdivision of Walnut Ridge, Plats 1, 2, 3, 4, 5, 6, and 7 which are recorded among the Land Records of Anne Arundel County as Plat Number ~~4693~~ through ~~4699~~ inclusive, in Plat book ~~90~~ , Folio ~~18~~ through ~~24~~ inclusive.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That the Declarant, for itself, its successors, and assigns, in consideration of the premises, and for the benefit of the owners from time to time of the property hereby affected, does hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, reservations, easements, liens, charges, conditions or other provisions contained herein which the owners thereof from time to time hereafter shall, by virtue of having accepted a deed thereto, be held to have covenanted on behalf of themselves, their heirs, successors and assigns to keep and observe, said covenants, restrictions, conditions and other provisions shall be construed as covenants running with the land, and shall also be construed as covenants maintaining a "Scheme of Development" to bind all of the property.

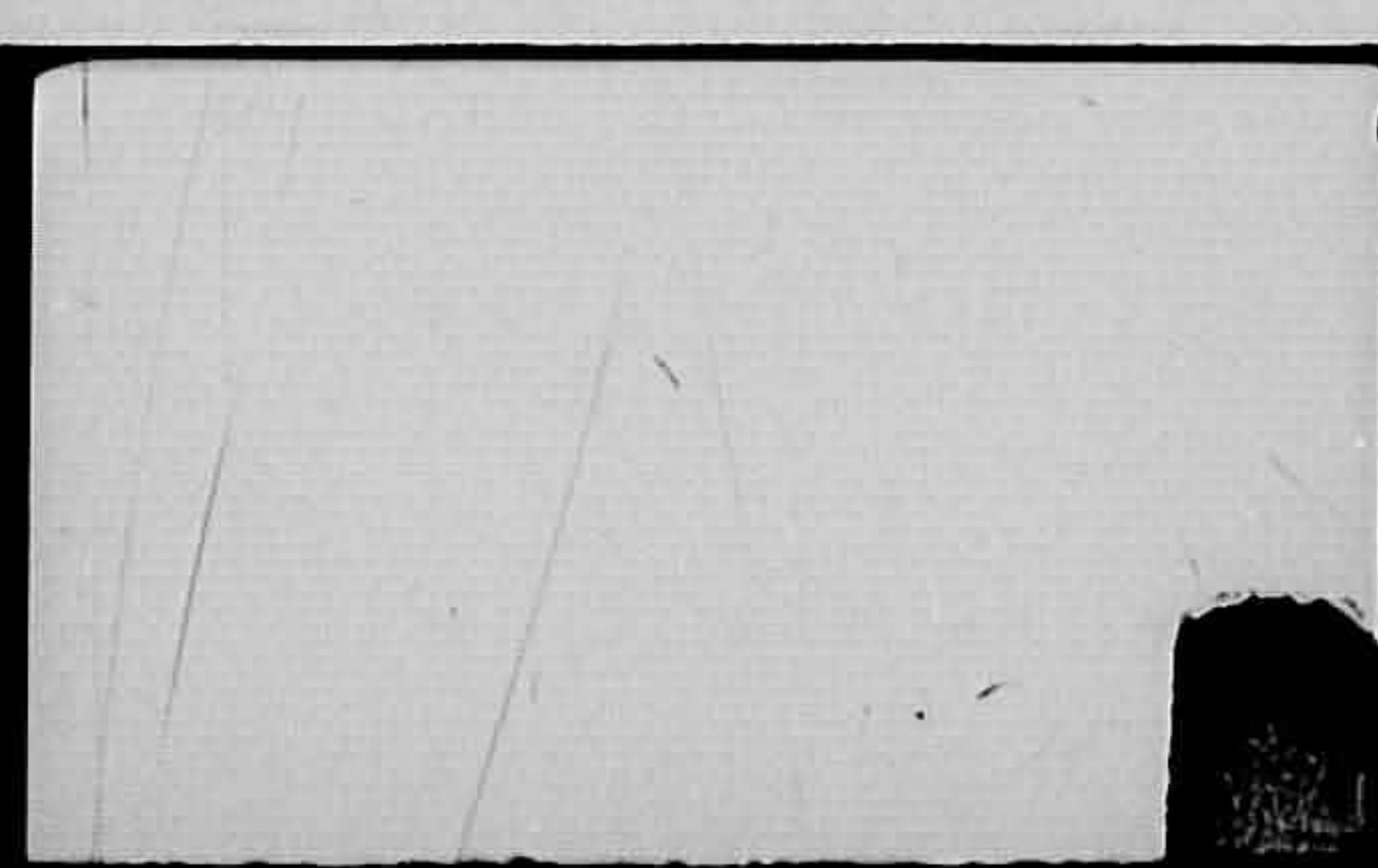
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E. AUDREY COLLISON
CLERK

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ARTICLE I
Definitions

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Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 3. "Common Area" shall mean and refer to all real property including recreation and open space land as shown on the plats of "Resubdivision of Walnut Ridge" for the common use and enjoyment of the owners.

Section 4. "Declarant" shall mean and refer to Arundel Union Enterprises, Inc., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 5. "Members" shall mean lot owners in the Subdivision of "Resubdivision of Walnut Ridge". "Associate Members" shall consist of members of the immediate families of lot owners provided that said Lot owners resides in the Subdivision. Associate members shall also include tenants occupying the premises under a lease in the case where the member is not a resident of "Resubdivision of Walnut Ridge".

ARTICLE II
Permitted Uses

Section 1. All lots and parcels of land shown on the recorded plat of the subject lots shall be used for the following purposes only; single-family residential, parks, playgrounds, recreational areas, community and/or private clubs, schools and churches except that structures may be used temporarily by builders, developers, or Realtors during construction and subsequent sales periods. This restriction shall not apply to lots or parcels specifically excepted therefrom by notation to that effect on any of the recorded plats, nor to any lots or parcels specifically designated on the recorded plats for some

other purpose or purposes. The Declarant for itself, its successors or assigns, reserves the right to modify this restriction to permit the use of a portion of a residence for business purposes of a professional nature so long as the primary use is residential.

ARTICLE III
Open Space

Section 1. Open Space and recreation area shall consist of that portion of the properties indicated on said plats of "Resubdivision of Walnut Ridge" as "Open Space" or "Recreation Area".

Section 2. Those areas noted as Open Space on the plats of "Resubdivision of Walnut Ridge", the ownership and maintenance of said areas shall be in common and a 1/167 interest is granted to each lot owner until such time as a Community Association is formed. At the time the Community Association is formed title to said Open Space shall be granted to same. It shall be the responsibility of the Community Association to maintain the Open Space and will be subject to the provision as described hereon. Use of said land shall be only as indicated on the plats of "Resubdivision of Walnut Ridge".

Section 3. The "Declarant", his successors and/or his assigns shall retain a 40/167 interest in said open space until such time as an additional sewer allocation is received and those lots noted as "Future" are approved by Anne Arundel County for Building purposes. At such time, the conveyance of said lots by the Declarant, his successors and/or his assigns shall include the conveyance of an undivided 1/167 interest in and to said Open Space as noted in Section 2 above.

ARTICLE IV
Grades and Slopes

Section 1. There is expressly reserved unto the Declarant, its successors or assigns the sole and exclusive right to establish grades and slopes (including surface and subsurface drainage) on all lots and to fix the grade at which any dwelling or other structure shall hereafter be erected, or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof, if any.

Use Restrictions and Easements

Section 1. Open Space and Recreation Areas. The Open Space and Recreation Areas shall be open only to the use of Members and Associate Members.

Section 2. Fences and Walls . No fences or walls shall be erected, placed, or altered on any residential lot except in accordance with the following specifications:

All fences or walls shall be made of wood only and shall be permitted to extend only from the rear corners of each respective dwelling house along side property lines and at right angles across the rear of said lot. Corner lots shall be permitted to begin a fence extending at right angles from the rear corners of each respective dwelling house to the side property line, thence at right angles to same along said side property lines and at right angles across the rear property line of said lot. No fence or wall shall be more than seventy-two inches (72") high. Fences in front of dwellings are not to be permitted except that decorative walls and gates, screening fences, refuse storage receptacles, and retaining walls may be permitted upon express written consent of the Declarant, its successors or assigns.

Section 3. Signs. No commercial sign of any kind shall be displayed to public view on any dwelling lot except that signs not exceeding one (1) square foot in size may be displayed by physicians or members of other learned professions upon the written consent of the Declarant, its successors or assigns. Personal signs for the purpose of identifying the owner or occupant by name and street address may be permitted but such signs are to be approved by the Declarant, its successors or assigns. This provision does not apply to signs used to advertise a property during the initial construction and subsequent sales period.

Section 4. Erosion Control and Storage of Building Materials. At no time shall any lot or parcel be stripped of its topsoil, trees, or allowed to go to waste away by being neglected, excavated, or having refuse or trash thrown, or dropped, or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other materials used for building purposes, shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed.

Section 5. Antennas, Aerials, Towers. No antennas, aerials, poles, towers, or similar structures shall be erected on a dwelling lot except by express written consent of the Declarant, its successors or assigns. This shall include, but not limited to radio apparatus. Television antennas may be erected, but shall be limited to no more than five (5) feet in height above the roof top of the single family dwellings and must be attached to said roof.

Section 6. Prohibition of Noxious Activities and Limitations on Keeping of Animals. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be kept or maintained devices, things, or animals, specifically including, but not limited to fowl, pigeons, cows, swine, goats, or other livestock, or poultry. However, this restriction shall not prevent the keeping of not more than two of each of the following: dogs, cats, or birds as household pets provided that same are not bred for commercial purposes, nor shall there be allowed any other thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, odoriferous, noisy, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. Dogs or other pets shall not be permitted to range the neighborhood.

Section 7. Easements. All lots or parcels or ground shall be subject to all easements and agreements of record and Declarant, for itself, its successors and assigns further reserves an additional easement five (5) feet wide along the boundary lines of such lots for storm drainage, utility installation and maintenance, except in the case where party walls are intended to be constructed on said property lines.

Section 8. Hunting and Trapping. Hunting and trapping is expressly forbidden within the properties.

Section 9. Temporary Structures. No temporary structures such as sheds, trailers and tents shall be erected without the express written approval of the Declarant, its successors or assigns and can be used, if permitted, only during periods of construction and in no event can be used as a residence, either temporary or permanent.

Section 10. Completion of Construction The exterior of all dwellings and other structures must be completed within one (1) year after the construction of same has commenced or after casualty loss, except where such time for completion would result in great hardship to the owner or builder due to strikes, fires, national emergency, or natural calamities.

Section 11. Fuel Tanks and Storage Receptacles. No fuel tanks or any similar storage receptacles may be exposed to view or installed except within the main dwelling house, within an accessory building, within a solidly screened or enclosed area, or buried underground.

Section 12. Removal of Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Declarant, its successors or assigns unless located within twenty (20) feet of the main dwelling or accessory building. This provision does not apply to tree removal during the construction process.

Section 13. Accessory Structures. No structure of any temporary character and no tent, trailer, mobile home, shack or other outbuilding, except as provided herein, shall be placed or permitted to remain on any private lot or common area at any time, except that temporary construction shelters may be erected and maintained during and used exclusively for construction of any approved work or improvement and such temporary shelters shall not in any event be used for living quarters and shall be removed from the premises promptly upon completion of the approved work or improvement.

Section 14. Vehicles. Boats, trailers, campers, recreational vehicles, commercial vehicles, trucks, horse trailers, or utility trailers and similar vehicles may be maintained on a private lot only within an enclosed or screened area which renders such objects not visible from the road or neighboring property. No automobile or vehicle of any kind and no boat, or trailer of any kind shall be constructed, restored or repaired upon any private lot in such a manner that said construction, restoration or repair is visible from the road or neighboring properties.

ARTICLE VI
General Provisions

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Section 1. Enforcement The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners. Any such amendment must be recorded.

Section 4. Annexation. (a) With Consent Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) members.

(b) Without Consent: Additional land may be annexed by the Declarant without the consent of the members.

Section 5. Prosecution of Covenant Violations. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant, its successors or assigns, or any other person or persons owning residential lots with like covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants to either prevent him, or them, from so doing and/or to recover damages for such violation.

Section 6. Failure to Enforce Covenants Not a Waiver. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however, long continued, shall not be deemed a waiver of the right to do so

thereafter as to the same breach, or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement.

Section 7. Declarant's Right to Change or Modify Covenants. The Declarant, for itself, its successors or assigns hereby reserves the right in its absolute discretion to annul, waive, change, or modify any of the restrictions, conditions or covenants contained herein with respect to restrictions, conditions or covenants subsequently recorded as applicable to other lots in the "Resubdivision of Walnut Ridge".

Section 8. Invalidation. Invalidation of any of these covenants, conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 9. Assignments by Developer or Community Association. Any or all of the rights and powers, titles, easements, and estates reserved or given to the Declarant in this Declaration may be assigned to any one or more corporations or assigns that will agree to assume said rights, powers, duties and obligations and carry out and perform same. Any such assignment or transfer shall be made by appropriate recorded 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 the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant and any one or more corporations or assigns that will agree to assume said rights. The Declarant shall thereupon be released therefrom.

In Witness Whereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 1983.

WITNESS:

Gan C. Banzels

ARUNDEL UNION ENTERPRISES, INC.

BY: *[Signature]*



STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of April, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James W. Thomasson, President of Arundel Union Enterprises, Inc., the Declarant, party to the within Declaration of Covenants, Conditions and Restrictions, and acknowledged the same to be his act.

AS WITNESS my Hand and Notarial Seal.



NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

Ann C. Gambery

Notary Public

My Commission Expires:

Mailed to: *DJA*



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