

CARRIAGE HILLS IN ANNAPOLIS, MARYLAND

COVENANTS FOR CARRIAGE HILLS

AMENDED COVENANTS

(old matter stricken through, new matter in italic)

[copy of original document available from CHPOA Board of Directors]

DECLARATION OF COVENANTS

RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

CARRIAGE HILLS

This Declaration, made this 19th day of November, in the year 1979 by Downs Associates, a Limited Partnership,

WHEREAS, Downs Associates is the developer of Carriage Hills Subdivision located in the Second Assessment District of Anne Arundel County by virtue of a deed dated February 14, 1978 from 5440 Corporation, a Maryland Corporation, which said deed is recorded among the Land Records of Anne Arundel County in liber 3053, page 113.

WHEREAS, it is the intention of Downs Associates to impose certain covenants, restrictions and conditions with respect to lots numbered 1 through 73 of the Downs subdivision and shown as Plats 1 through 5, Downs unit III and re-recorded as Plats 1 through 5 Carriage Hills and recorded among the Land Records of Anne Arundel County in plat book 3265, pages 167

WHEREAS, the purposes of the covenants, restrictions and affirmative obligations are as follows:

FIRST: To insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites, as will depreciate the value of that property; to preserve, so far as practical, the natural beauty of said property; to guard against erection thereon of poorly designed or disproportionate structures, and structures built of improper and unsuitable materials, to obtain harmonious color schemes;

SECOND: To insure the highest and best development of said property; to encourage and secure the erection of attractive homes, thereon; and in general, to provide adequately for a high type and quality of improvements in said property and thereby to enhance the value of the investment made by purchasers of the building sites therein.

THIRD: No property other than that described shall be deemed subject to this declaration unless and until specifically made subject thereto.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That Downs Associates, 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 covenant and declare all of those lots numbered 1 through 73 inclusive, on Plat 1 through 5, Carriage Hills, said plats being recorded among the Land Records of Anne Arundel County in book _____, page _____, shall be 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.

1. **PERMITTED LAND USES.** All lots shall be for single family residential use, however, professional offices in conjunction with his or her residence are permitted and permitted structures may be used temporarily by builders, developers or realtors during construction and subsequent sales periods, with the approval of Downs Associates, its successors or assigns.

2. **APPROVAL OF PLANS AND SPECIFICATIONS.** No building, shelter, swimming pool, fence, other structure, or improvements of any kind whatsoever (including walks, patios, driveways and landscaping), shall be erected, placed, replaced, or altered, or any additions made to any building or structure unless construction and mechanical plans and specifications, including detail as to location and elevation on any or all of the above have been submitted to and approved by the Downs Associates, its successors or assigns.

Downs Associates shall insure that the architecture will be compatible with the immediate homes as well as those in Carriage Hills generally. Downs Associates will approve the location of the dwelling, considering its relation with its neighbors, the existing trees and drainage of the area.

If Down Associates, its successors or assigns, fails to approve or disapprove, in writing, within forty-five (45) days after such plans and specifications have been submitted to it, approval shall conclusively presumed to have been given. Refusal of approval of plans, location or specifications may be based upon any ground, including purely aesthetic considerations which in the sole and uncontrolled discretion of Downs Associates, its successors or assigns, shall seem sufficient. One copy of all plans and specifications shall be furnished to and retained by Downs Associates, its successors or assigns.

All subsequent modifications as to exterior materials and change in exterior paint colors shall be subject to prior approval by Downs Associates, its successors or assigns, in accordance with the terms of this provision two (2).

3. **GRADES AND SLOPES.** There is expressly reserved unto Downs Associates, its successors or assigns, the sole and exclusive right to approve grades and slopes (including surface and sub-surface 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.

4. **FENCES AND WALLS.** No fences or walls shall be erected, placed, or altered on any residential lot unless approved by Downs Associates, its successors, or assigns. Fences in front of dwelling 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 Downs Associates, its successors or assigns.

5. **SIGNS**. No commercial sign of any kind shall be displayed to public view on any dwelling lot. Signs not exceeding one (1) square foot in size may be displayed for the purpose of identifying the owner or occupant by name and street address. Such signs are to be approved by Downs Associates, its successors or assigns. This provision does not apply to signs used to advertise a property during the initial construction and any period during which the property is for sale.

6. **MAILBOXES AND NEWSPAPER CONTAINERS**. Size, type, style, composition and location of mailboxes, newspaper containers, and like structures, if placed apart from the dwelling, must be approved by Downs Associates, its successors or assigns.

7. **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 or 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 is completed.

8. **ANTENNAS, AERIALS, TOWERS**. No antennas, serials, poles, towers, or similar structures shall be erected on a dwelling lot, except by express written consent of Downs Associates, its successors or assigns. This shall include, but not be limited to, television and radio apparatus.

9. **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 any devices, things, or animals, specifically including, but not limited to, fowl, pigeons, cows, swine, goats, 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, providing 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.

10. **REFUSE STORAGE ENCLOSURES AND CLOTHESLINES**. All trash, garbage, and refuse shall be stored in an enclosed, covered, or underground receptacle out of view of the street and neighboring properties. No clothesline, which shall be visible either from the street or from a lake, stream, park, creek, or river shall be erected or retained on the premises. The size, type, style, location, and composition of any refuse storage receptacle, protective enclosure and clothesline must be approved by Downs Associates, its successors or assigns.

11. **BOATS, CAMPERS, AND TRAILERS**. Boats, campers, or trailers may not be parked in streets, driveways, or yards unless solidly screened from view. Such screening shall be approved by Downs Associates, its successors or assigns. Boats, campers, or trailers stored in garages must be small enough for garage doors to close.

~~10. PARKING AND VEHICLE STORAGE. Only licensed and operative vehicles classified as passenger cars or station wagons may be regularly parked in residential areas, this to include drives, walks, and yards. Each dwelling will be required to provide off-street parking for at least two automobiles. Before occupancy of a dwelling the lot owner shall construct and maintain a driveway paved with all weather surface.~~

12. PARKING AND VEHICLE STORAGE. Only licensed and operative vehicles classified as passenger cars, station wagons, sport utility vehicles, pick up trucks (1/2 ton or less), minivans, and vans seating 7 persons or less, and which are for non-commercial usage, may be regularly parked in residential areas, this to include drives, walks, and yards. Each dwelling will be required to provide off-street parking for at least two vehicles. Before occupancy of a dwelling the lot owner shall construct and maintain a driveway paved with all weather surface. (change to Covenants adopted September 16, 1996)

13. EASEMENTS. All lots or parcels of ground shall be subject to all easements and agreements of record, and Downs Associates for itself, its successors or assigns further reserves an additional easement ten (10) feet wide along the boundary lines of all such lots or parcels for storm drainage and utility installation.

14. HUNTING AND TRAPPING. Hunting and trapping is expressly forbidden including along the shoreline and on the waterways. Non-commercial fishing and crabbing are excluded from this section.

15. TEMPORARY STRUCTURES. No temporary structures such as sheds, trailers, and tents shall be erected without the express written approval of Downs Associates, 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.

16. 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, or buried underground.

17. REMOVAL OF TREES. No large trees measuring eight (8) inches or more in diameter at ground level may be removed without the written approval of Downs Associates, its successors or assigns, unless located within twenty (20) feet of the main dwelling.

18. COMMUNITY IMPROVEMENT FUND. In order to provide a fund to construct, reconstruct, improve, maintain, landscape, repair, operate and manage facilities owned by Carriage Hills Property Owners Association, Inc. (including but not limited to, tennis courts, parks, playgrounds, walkways, hiking trails and the driveways and parking areas related thereto), each owner of a lot shall pay and covenants hereby to pay annually to the Carriage Hills Property Owners Association, Inc., an annual amount levied by the Association for these purposes. The amount of the annual assessments shall be determined or changed from time to time by the majority vote of the members of Carriage Hills Property Owners Association, Inc. Should said assessments not be paid within ninety (90) days after the billing date, the assessment shall constitute a lien on the property being so assessed with interest accruing at the rate of six per cent (6%) per annum from the date of delinquency (the date of delinquency being ninety (90) days after the billing date) until paid in full. Such lien, if it arises, may be foreclosed in the same manner as a lien against the property created by a mortgage containing a power of sale and/or consent to a decree for the benefit of the Carriage Hills Property Owners Association, Inc., as a result of a default thereof.

19. **MINIMUM HOUSE SIZE.** The ground area, of the main structure, exclusive of one story open or screened porches or garage, shall be not less than 1,800 square feet for a one story house or split level house; nor less than 1000 square feet for any two-story dwelling. All houses shall have a two car garage.

20. **FAILURE TO ENFORCE.** Failure of Downs Associates to enforce any of the covenants or conditions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter, or of the covenant or condition itself.

21. **TERM.** These covenants are to run with the land and shall bind all parties and all persons claiming under them for term of fifteen (15) years from the date of these covenants after which date said covenants shall be automatically extended for successive periods of five (5) years unless any instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

22. **ANNULMENT, WAIVER, CHANGE.** Downs Associates hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein, as to any part of the tract then owned by Downs Associates, and with the consent of the owner as to any other land and including in said tract and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on any of the plats of Carriage Hills or to subdivide any such lots with roads with ingress and egress.

23. **INVALIDITY.** Invalidation of any one of these covenants by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

24. **ASSIGNMENT.** Any and all of the rights, powers, easements and estates assumed or given to Downs Associates in this declaration may be assigned to any one or more corporations or associations 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 the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Downs Associates, Downs Associates thereupon being released therefrom.

ATTEST:

DOWNS ASSOCIATES, a Limited Partnership

BY: DOWNS REALTY CAPITAL, INC.,

GENERAL PARTNER

(signed Barbara J. Ramy)

BY: (signed Gary G. Pyles)

Vice-President

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to wit :

I HEREBY CERTIFY that on this 19th day of November, 1978, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared Gary G. Pyles, Vice President of DOWNS REALTY CAPITAL, INC., General Partner of Downs Associates, a Limited Partnership, and made in oath in due form of law the (that) he executed the within instrument on behalf of said body corporate for the purposes contained herein.

My Commission Expires: 7/1/82

BC,Jr./abk

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10/22/79

9727-14

CHANGE: TO COVENANTS

CARRIAGE HILLS PROPERTY OWNERS ASSOCIATION

ADOPTED BY MEMBERSHIP ON SEPTEMBER 16, 1996

Delete Section 12 from covenants and replace with new section 12 as follows:

12. PARKING AND VEHICLE STORAGE. Only licensed and operative vehicles classified as passenger cars, station wagons, sport utility vehicles, pick up trucks (1/2 ton or less), minivans, and vans seating 7 persons or less, and which are for non-commercial usage, may be regularly parked in residential areas, this to include drives, walks, and yards. Each dwelling will be required to provide off-street parking for at least two vehicles. Before occupancy of a dwelling the lot owner shall construct and maintain a driveway paved with all weather surface.

Carriage Hills Property Owners Association, Inc. * P.O. Box 661 * Crownsville, MD 21032