

Book 1915 Pages(s) 535-537

THIS DEED OF Covenants, RESTRICTIONS AND CONDITIONS, Made this 21st day of October, 1965, by THE KASTEN CONSTRUCTION COMPANY, INC., a corporation of the State of Maryland, hereinafter called "Kasten".

WHEREAS, Kasten, the owner of all the numbered lots, all situate in the Third Election District of Anne Arundel County, State of Maryland, as shown on two Plats, one entitled "Chartwood", recorded among the Plat Records of Anne Arundel County in Plat Book No. 33, folio 85, and the other entitled "Plat of the Subdivision of Part of the Wockenfuss Property", recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 787, folio 99, having acquired the same as successor to Luther Construction Co., Inc. the said Luther Construction Co., Inc.: having acquired the same by Deed from William Emil Wockenfuss, widower, dated March 18, 1964 and recorded among said Land Records in Liber L.N.P. No. 1740, folio 449, for the benefit of itself and future owners of said lots of ground, desires to subject said lots of ground to the covenants, restrictions and conditions hereinafter set forth.

NOW, THEREFORE, THIS DEED WITNESSETH: In consideration of the premises and the mutual benefits to be derived by Kasten and the future owners of said lots, Kasten hereby imposes the following covenants, restrictions and conditions upon said lots:

1. Land Use and Building Type. The land in said tract and any lot or lots now or hereafter laid out thereon shall be used for residential and non-commercial purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two automobiles, except and provided as follows:

(a) Real estate sales, construction offices and signs may be erected, maintained and operated on any part of said land and in any building or structure now or hereafter erected thereon, during the combined construction and sales period.

(b) Any part of any dwelling now or hereafter erected on said land may be used as a physician's office or dentist's office without hospital facilities, for the treatment of patients and for the practice of said professions, provided that the physician or dentist using such office resides in the same dwelling in which such office is located.

(c) Any part of said land and any improvements now or hereafter erected thereon, may be used for the purposes of a church, school, library playground, park, place of public assembly, community-owned, noncommercial swimming pool. No part of said land, nor any improvements now or hereafter erected thereon, shall be used for any of the purposes set forth in sub-paragraphs (a), (b) or (c) hereof without the written consent and approval of the Architectural Control Committee, as provided in paragraph No. 2 below.

2. Architectural Control. No building, fence, wall or structure of any kind shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure, fence or wall have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of the President, Vice-President and Secretary-Treasurer of the Arundel Woods Construction Co., Inc., whose main office is located at 602 Stone Barn Road, Baltimore County, Maryland. A majority of the committee may designate a representative or act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. (In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.)

3. Dwelling Cost and Size. No dwelling shall be permitted on any lot at a cost of less than Twenty-seven Thousand (\$27,000.00) Dollars based upon cost levels prevailing on the date these covenants are recorded for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages and shall not be less than one thousand one hundred (1,100) square feet for a one-story dwelling nor less than eight hundred (800) square feet for a dwelling of more than one story. For split level dwellings not containing an integral garage the ground cover area shall not be less than one thousand (1,000) square feet and for split level dwelling containing an integral garage; the ground cover area shall not be less than one thousand (1,000) square feet exclusive of the area covered by the garage.

4. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on said Plat of Chartwood. No building shall be located on any lot on said Wockenfuss Plat nearer to the front lot line or nearer to the side street line than 25 feet.

(b) An encroachment into the aforesaid setback areas of not more than twelve inches (12") shall not constitute a violation of these restrictions.

5. Lot Width. No dwelling shall be erected or placed on any lot or combination of lots having a width less than seventy-five (75) feet at the minimum building setback line.

6. Easements. Easements for installation and maintenance of utilities and drainage

facilities are reserved as shown on the recorded plats and over the side and rear five feet of each lot. 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, which may obstruct or retard the flow of water through the 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.

7. Nuisance. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Temporary Structures. 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.

9. Signs. No signs or any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets, not in excess of two, may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded within sixty days after expiration of initial period of thirty years or within sixty days after expiration of any successive period of ten years, agreeing to change said covenants in whole or in part.

12. Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or to recover damages.

13. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

14. Kasten hereby reserves unto itself, its successors and assigns, the bed in fee of all streets, avenues, or public highways shown on said Plats.

15. Nothing herein contained shall constitute a dedication of any road, pond, park or playground until such time as the said Kasten may dedicate or convey the roads, etc. to any public authority having power to acquire same, or any quasi-public authority

or community service group.

The American National Building and Loan Association of Baltimore City, the holder of Mortgages on some of said lots, unites herein for the purpose of consenting to the imposition of the aforesaid covenants, restrictions and conditions upon the property covered by said Mortgages.

WITNESS the corporate seal of the said The Kasten Construction Company, Inc. and the signature of Milton Schaefer, its Vice-president hereto and

WITNESS ALSO the corporate seal of the said The American National Building and Loan Association of Baltimore City and the signature of its Senior Vice-President hereto.

TEST: THE KASTEN CONSTRUCTION COMPANY, INC

By

Milton Schaefer, Vice-President
THE AMERICAN NATIONAL
BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

By

Ethel Davis, Secretary

W. Thomas Gisriel, Senior Vice-
President

This is a copy of the original October 21, 1965 document. Original copies with signatures are on file.