

**Amended and Restated
Declarations of Covenants, Conditions
and Restrictions
Chartwell Community – Severna Park, Maryland**

EXPLANATORY STATEMENT: Chartwell Community consists of Section 1, Section 2, Section 3, St. Andrews Hill and St. Ives as reflected on various recorded plats, as noted below herein. These plats were recorded among the Anne Arundel County Land Records between 1960 and 1993. In addition to recording of these subdivision plats, various Deeds or Declarations containing restrictive covenants were recorded affecting the Lots on the various subdivision plats. These restrictive covenants contain substantially the same restrictive covenants but because various declarant builders drafted and recorded them over a period of 33 years, they are not identical. The Owners of the Lots shown on the various subdivision plats in the Chartwell Community wish to adopt a consistent and identical set of restrictive covenants. To that end, the Owners of Lots within the various subdivision plats of Chartwell Community as noted below, by an instrument recorded herewith, which has been executed, sealed and acknowledged by or on behalf of not less than the requisite number or percentage of owners of lots within the noted subdivisions, now hereby amend and restate the said restrictive covenants (Deed or Declaration) thereto associated with each noted subdivision plat, as hereinafter provided. These Amended and Restated Declarations of Covenants, Conditions and Restrictions, applicable to Chartwell Community – Severna Park, and the following noted subdivision plats in Severna Park, Maryland, are made and applicable as of the date signed and acknowledged below.

WITNESSETH

WHEREAS, by Deed recorded among the Land Records of Anne Arundel County in Book 1465, pages 319 *et seq.*, dated March 30, 1961, C. Albert Merritt, Selma D. Merritt, G. Rogers Merritt and Mildred J. Merritt, did grant and convey unto The Dixon Holding Company, its successors and assigns, in fee simple, all those lots of ground, situate, lying and being in Anne Arundel County, shown on Plats entitled “Chartwell-on-Severn” as follows: Lots 1 thru 8, inclusive (Block “A”); Lots 10 thru 21, inclusive, (Block “A”); Lots 1 thru 4, inclusive (Block “J”); Lots 1 thru 6 inclusive (Block “P”); Lots 1 thru 19 inclusive (Block “Q”); Lots 1 thru 13 inclusive (Block “R”), together with all rights of ways, easements and beds of streets as shown on the Plat entitled “Chartwell-on-Severn” Section 1, Plat 1, recorded among the Plat Records of Anne Arundel County in Plat Book 31, page 43; and Lots 22 thru 44, inclusive (Block “A”) ; Lots 1 thru 4, inclusive, (Block “G”); Lots 1 thru 12, inclusive (Block “H”); together with all rights of ways, easements and beds of streets as shown on the Plat entitled “Chartwell-on-Severn”, Section 1, Plat 2 recorded among the Plat Records of Anne Arundel County in Plat Book 31, page 44; and Lots 45 thru 50, inclusive (Block “A”); Lots 1 thru 26, inclusive, (Block “B”); Lots 1 thru 16, inclusive (Block “C”); Lots 1 thru 11, inclusive (Block “D”); Lots 1 thru 13, inclusive

(Block “E”); Lots 1 thru 8, inclusive (Block “F”); together with all rights of ways, easements and beds of streets as shown on the Plat entitled “Chartwell-on-Severn” Section 1, Plat 3, recorded among the Plat Records of Anne Arundel County in Plat Book 31, page 45.; and Lots 1 thru 19, inclusive, (Block “K”); Lots 1 thru 8, inclusive (Block “O”); Lots 1 thru 18 inclusive, (Block “S”); together with all rights of ways, easements and beds of streets as shown on the Plat entitled “Chartwell-on-Severn”, Section 1, Plat 4 recorded among the Plat Records of Anne Arundel County in Plat Book 31, page 46; and Lots 1 thru 23, inclusive (Block “L”); Lots 1 thru 10, inclusive (Block “M”); Lot 1 (Block “N”); Lots 9 thru 23, inclusive (Block “O”); together with all rights of ways, easements and beds of streets as shown on the Plat entitled “Chartwell-on-Severn”, Section 1, Plat 5 recorded among the Plat Records of Anne Arundel County in Plat Book 31, page 47; and

WHEREAS, by Deed recorded among the Land Records of Anne Arundel County in Book 1513, pages 063 *et seq.*, dated September 22, 1961, the Severn Developers, Inc. did grant and convey unto The Dixon Holding Company, its successors and assigns, in fee simple and subject to restrictive covenants contained therein, as the same is therein defined and described, the said premises known as St. Andrews Hill and as shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 31, page 63; and

WHEREAS, by Declaration of Restrictions St. Ives Company recorded among the Land Records of Anne Arundel County in Book 2353, pages 138 *et seq.*, dated May 21, 1970, the said St. Ives Company did subject to restrictive covenants contained therein, the property and premises (St. Ives), as the same is therein defined and described, and shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 37, page 18; and

WHEREAS, by Declaration (of restrictions) recorded among the Land Records of Anne Arundel County in Book 2090, pages 174 *et seq.*, dated August 1, 1967, by The Quadrangle Land Company, a body corporate of the State of Maryland, Chartwell Construction Co., Inc., a body corporate of the State of Maryland, G. Rogers Merritt and Mildred J. Merritt, Selma D. Merritt (widow), and Mercantile-Safe Deposit and Trust Company, a Maryland corporation, Trustee under the Last Will and Testament of C. Albert Merritt (deceased), the Declarants thereunder, did subject to restrictive covenants contained therein, the property and premises as the same is therein defined and described, and shown on plats recorded among the Plat Records of Anne Arundel County in Plat Book 35, page 33 and Anne Arundel County Land Records in Book 2554, page 682; and

WHEREAS, by Declaration (of restrictions) recorded among the Land Records of Anne Arundel County in Book 2315, pages 280 *et seq.*, dated November 3, 1969, by The Quadrangle Land Company, a body corporate of the State of Maryland, E. Black & Sons, Inc., a body corporate of the State of Maryland, G. R. Merritt & Co., Inc., a body corporate of the State of Maryland, and Chartwell Construction Co., Inc., a body corporate of the State of Maryland, the Declarants thereunder, did subject to restrictive covenants contained therein, the property and premises as

the same is therein defined and described, and shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 39, page 1; and

WHEREAS, by Declaration (of restrictions) recorded among the Land Records of Anne Arundel County in Book 2374, pages 272 *et seq.*, dated November 12, 1970, by The Quadrangle Land Company, a body corporate of the State of Maryland, the Declarant thereunder, did subject to restrictive covenants contained therein, the property and premises as the same is therein defined and described, and shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 41, page 11 and Plat Book 41, page 40; and

WHEREAS, by Declaration (of restrictions) recorded among the Land Records of Anne Arundel County in Book 2547, pages 823 *et seq.*, dated December 1, 1972, by The Quadrangle Land Company, E. Black & Sons, Inc. and Chartwell Construction Co., Inc., all bodies corporate of the State of Maryland, the Declarants thereunder, did subject to restrictive covenants contained therein, the property and premises as the same is therein defined and described, and shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 43, page 25; and

WHEREAS, by Declaration (of restrictions) recorded among the Land Records of Anne Arundel County in Book 2559, pages 612 *et seq.*, dated January 15, 1973, by The Quadrangle Land Company, a body corporate of the State of Maryland, the Declarant thereunder, did subject to restrictive covenants contained therein, the property and premises as the same is therein defined and described, and shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 46, page 32; and

WHEREAS, by Declaration (of restrictions) recorded among the Land Records of Anne Arundel County in Book 2664, pages 804 *et seq.*, dated March 1, 1974, by The Quadrangle Land Company, a body corporate of the State of Maryland, the Declarant thereunder, did subject to restrictive covenants contained therein, the property and premises as the same is therein defined and described, and shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 53, page 23; and

WHEREAS, by Declaration (of restrictions) recorded among the Land Records of Anne Arundel County in Book 2927, pages 536 *et seq.*, dated January 13, 1977, by The Quadrangle Land Company, E. Black & Sons, Inc., Richard A. Tubman, Inc., all bodies corporate of the State of Maryland, and Melvin R. Merritt, the Declarants thereunder, did subject to restrictive covenants contained therein, the property and premises as the same is therein defined and described, and shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 62, page 3, and Plat Book 66, page 41, and Plat Book 68, page 9; and

WHEREAS, by Declaration (of restrictions) recorded among the Land Records of Anne Arundel County in Book 3231, pages 38 *et seq.*, dated August 13, 1979, by The Quadrangle Land Company, a body corporate of the State of Maryland, the Declarant thereunder, did subject to

restrictive covenants contained therein, the property and premises as the same is therein defined and described, and shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 71, page 38; and

WHEREAS, by Declaration (of restrictions) recorded among the Land Records of Anne Arundel County in Book 3573, pages 215 *et seq.*, dated February 1, 1983, by Severna Dockside Land Corporation, a body corporate of the State of Maryland, the Declarant thereunder, did subject to restrictive covenants contained therein, the property and premises as the same is therein defined and described, and shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 84, page 25;

THEREFORE, the Owners of Lots whose signatures follow declare that all property as described on the plats heretofore and in the foregoing recorded Declarations and exhibits thereto shall be amended and restated as follows:

1. Except for use that is subordinate to and consistent with the residential character of the lot and dwelling thereon, that requires no external modifications that detract from the residential appearance, uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by any neighbor, and/or does not involve the use, storage, or disposal of hazardous materials, no lot as shown on plats filed among the Land Records of Anne Arundel County Maryland in Plat Book 31, pages 43 through 47 and page 63; Plat Book 37, page 18; Plat 35, pages 33; Plat Book 36, page 31; Plat Book 38, page 14; Plat Book 39, page 1; Plat Book 41, pages 11 and 40; Plat Book 43, page 25; Plat Book 46, page 32; Plat Book 53, page 23; Plat Book 62, page 3; Plat Book 66, page 41; Plat Book 68, page 9; Plat Book 71, age 38; Plat Book 84, page 25; and the Resubdivision of Reserve Parcel A from Section 2, Plat 1 recorded among said Land Records in book 2554, pages 682 *et seq.* (hereinafter collectively referred to as “the Plats”) shall be used for any purpose other than residential, which shall include parks, playgrounds, schools and churches and other related uses which are not to be deemed industrial or commercial for the purpose hereof.
2. Buildings shall be located on any lot depicted on the Plats no nearer to the front lot line or no nearer to the side Street line than shown on the location Plat as submitted and approved as provided for in Item 5 herein.
3. No individual sewerage disposal system, cesspool, privy vault, or other receptacle of any kind for the storage of liquid waste shall be used or permitted on any lot depicted on the Plats unless such system is designed, located or constructed in accordance with the minimum requirements, standards and recommendations of the Health Department of the State of Maryland or other department of the County or State having jurisdiction and authority over such matters. Approval of such system, if installed, shall first be obtained from such authority.

4. Easements for installation and maintenance of utilities and drainage facilities are hereby expressly reserved as shown on the Plats. Nothing herein contained, however, shall be construed as preventing the further designation or location of additional easement strips by the developer or seller when the lots are conveyed.

5. Additions, Alterations and Changes

- a. No building shall be erected, placed or altered, or any addition made to any existing building, on any lot depicted on the Plats until the construction plans, specifications and a plan showing the location and elevation of the structure including all walks and driveways have been submitted to and approved in writing by a designated Architect duly appointed by written instrument filed among the Land Records of Anne Arundel County, by the Chartwell Community Association, Inc., its successors or assigns. The term, Architect as used herein, shall include architects associated with the same firm as the designated Architect. Said Architect shall not be an owner of a Chartwell lot nor a resident in the Chartwell Community and shall serve at the pleasure of Chartwell Community Association, Inc. and may be replaced by appointment of a different Architect evidenced by written instrument certified by the Association appointing a different Architect. Such removal and replacement of a new Architect shall be approved by a majority vote of those Lot owners of lots bound by these covenants present in person or by proxy at a meeting duly called for such purpose. In the event the designated Architect is unable to perform his or her duties, an interim Architect may be appointed by the Board of Directors of the Chartwell Community Association, Inc. to act until the community meeting choosing the new Architect can be held. Said Architect shall review the plans, specifications, and location of the structures as to quality of workmanship and material, harmony of external design and colors compared with existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved by said Architect, which approval shall be provided for in Section 5.b. hereof. The Architect shall be entitled to a reasonable fee commensurate to the scope of work in an amount specified in the Bylaws of Chartwell Community Association, Inc. as amended from time to time.
- b. Approval or disapproval as contemplated in these covenants shall be in writing. In the event the Architect fails to approve or disapprove a submitted project that is not otherwise in violation of these covenants within thirty (30) days after complete plans and specifications as required by the Architect have been submitted in writing, then approval will not be required and Section 5 shall be deemed to be fully complied with. The Architect has no authority to approve any

application, change or alteration that is in violation of these recorded covenants.

6. No animals or fowl, including but not limited to cattle, swine, horses, chickens, ducks and geese, shall be kept or bred on any of said property depicted on the Plats. This covenant is not meant to restrict the ownership of domestic dogs or cats as household pets which are not kept for breeding purposes or sale and are confined on the owner's property. Dogs and cats when off their owner's property shall be on a leash.
7. At no time shall there be erected or maintained a structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other outbuilding to be used on any lot depicted on the Plats at any time as a residence either temporarily or permanently.
8. No noxious or offensive activity shall be carried on upon any lot depicted on the Plats nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbourhood.
9. Except for political signs for election of candidates or propositions on the ballot as permitted by County Code, no sign of any kind shall be displayed to the public view on any lot depicted on the Plats except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or home improvement entity to advertise the property during construction, remodeling, or sales.
10. At no time shall any of the lots depicted on the Plats be stripped of top soil or allowed to go to waste by wasting away or be made disorderly in appearance by being excavated for gravel, sand or other material or by having rubbish or trash thrown, dumped or disposed 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.
11. The lots depicted on the Plats are designated as a residential area and only a single residence shall be built on each building lot; provided, however that a building lot for the purposes herein stated shall consist of at least one complete lot as shown on the Plats, but may be one complete lot or any portion of an adjoining lot.
12. No antennae, aerials or poles or towers shall be erected at a height greater than thirty (30) feet. This shall include, but not be limited to, television and radio apparatus.
13. If any lot owner, including the title holder of a lot subject to ground rent, of a lot depicted on the Plats, his or her successors or assigns, or lessee shall violate or attempt to violate any of the covenants herein, any lot owner, including the title holder of a lot subject to ground rent, of any of the aforesaid lots situate in the Plats, are authorized to prosecute

any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing and/or to recover damages for such violation, and such prosecuting party shall be entitled to an award of attorneys' fees and costs from such person or persons, violating or attempting to violate these covenants.

14. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
15. The failure to apply or enforce any provision of these covenants shall not constitute a waiver of the right to do so.
16. These covenants shall run with the land depicted on the Plats and shall be binding upon all persons claiming under them for a period of ten years, and for successive periods of ten years each thereafter, unless and until by vote in person or by proxy at a meeting duly called for such purpose, a majority of the then Lot owners of lots bound by these covenants, each lot having 1 vote, it is agreed to amend, change, annul or abrogate any or all of these covenants in whole or in part. Such vote shall be certified and said amendment, cancellation, annulment or abrogation duly executed and notarized by the President and Secretary of the Board of Directors of Chartwell Community Association, Inc. and recorded among the Land Records of Anne Arundel County.

Upon approval by Lot owners and as provided in any pertinent recorded covenants, the foregoing amended covenants are intended to supercede any prior recorded covenants for those sections of Chartwell approving them and shall take effect immediately when this document has been recorded among the Land Records of Anne Arundel County.

These covenants may be executed and acknowledged by Lot Owners, including the owner of a lot subject to ground rent, on several separate counterparts hereof, all of which shall together be valid and fully binding upon the Lot Owners notwithstanding the fact that the undersigned parties may not have signed the same counterpart. For purposes of recording, only one copy of the body of the covenants per section approved will be recorded followed by the multiple separate counterparts of signature pages.

IN WITNESS WHEREOF, and as of the day and year noted with their signatures, the undersigned Lot Owners hereto have affixed below their respective signatures and seals evidencing their acknowledgment of approval of the foregoing covenants.

[SEE FOLLOWING SIGNATURE PAGES AND NOTARY ACKNOWLEDGEMENTS]

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