

DECLARATION OF RESTRICTIONS

Recorded November 30, 1964 (LNP1815, Folio 574)

THIS DECLARATION made this 27th day of November, 1964, by **CROFTON CORPORATION** (successor to Crawford Home Builders, Inc., of Washington), a Maryland corporation.

WHEREAS, by deed dated June 20, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 4666, folio 417, Excelsior Investment Company conveyed to Crawford Homebuilders, Inc., of Washington a certain parcel of land therein fully described, and by deed dated August 26, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1686, folio 290, Ray Francis Chapman and wife conveyed to Crofton Corporation (formerly Crawford Homebuilders, Inc., of Washington) a certain parcel of land therein fully described contiguous thereto;

WHEREAS, the said Crawford Homebuilders, Inc., of Washington, by amendment to its Articles of Incorporation duly filed July 17, 1963, with the District of Columbia Office of Superintendant of Corporations changed its name to Crofton Corporation pursuant to the provisions of the District of Columbia Business Corporation Act;

WHEREAS, by Articles of Merger duly filed December 31, 1963, with the Maryland State Department of Assessments and Taxation, the said Crofton Corporation (a District of Columbia Corporation) merged with Crawford Homebuilders of Maryland, Inc. (a Maryland Corporation) as a result of which merger, the said Crawford Homebuilders of Maryland, Inc., became the surviving corporation;

WHEREAS, as a part of said merger the surviving corporation, the said Crawford Homebuilders of Maryland, Inc., effected an amendment to its charter changing its name to Crofton Corporation, so that Crofton Corporation became vested by operation of law with all the property, rights, privileges and franchises, of whatsoever nature and description, of each of the merging corporations pursuant to Section 71 of Article 23 of the Annotated Code of Maryland (1957 Edition and 1964 Cumulative Supplement thereto);

WHEREAS, it is the intention of Crofton Corporation to subdivide and develop as a planned community, known as "Crofton", all or portions of said tract and to that end Crofton Corporation has caused subdivision plats to be prepared and recorded among the Plat Records of Anne Arundel County; and

WHEREAS, the said Crofton Corporation desires, as part of its plan or scheme of development of the property shown on the recorded plats of Crofton, to impose certain covenants, restrictions and conditions thereon.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That Crofton Corporation 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 that as part of the general scheme of development of CROFTON all of those lots or parcels of ground shown upon the plats of Crofton now or hereafter recorded among the Plat Records of Anne Arundel County, shall be subject to the following covenants, restrictions and conditions, 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:

DECLARATION Made December 4, 1967 by LEVITT AND SONS, INC., hereinafter call the "Company".

WHEREAS, the Company is the owner of certain land in Anne Arundel County, Maryland, subdivided as shown on Map of Crofton, Section Seven, Plat Thirteen, duly recorded among the plat records of Anne Arundel County, Maryland, on June 30, 1967 as shown on Plat No. 1964 in Plat book 35 at Page 39; and

WHEREAS, it is the Company's intention that the aforesaid land shall be developed as a planned suburban residential community:

NOW, THEREFORE, the Company declares that the aforesaid land is held and shall be conveyed by it subject to

(a) the following covenants and restrictions which shall run with the land for twenty-five (25) years from the date hereof after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of a majority of all the lots shown on the aforesaid map, agreeing to change such covenants and restrictions in whole or in part shall have been recorded;

(b) the easements referred to in paragraph 17 hereof, which are reserved to the Company, its successors and assigns, and which shall be perpetual in duration and run with and bind forever the land and the owner thereof, itself, himself, themselves and their heirs, successors and assigns.

The following covenants, restrictions and easements shall apply to all the lots shown on the aforesaid plat.

1. (a) No lot shall be used except for residential, parks, playground, schools or church purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not exceeding 2-½ stories in height and a private garage or carport for not more than three (3) cars. No motor vehicle other than a private passenger type shall be garaged or stored in any garage or carport or on any lot. No detached garage, carport or accessory building may be erected.

Enforcement Policy: Non-commercial pick-up trucks, vans, and vans or VW buses with camping conversions will be considered in compliance with this section. All commercial vehicles and all other recreational vehicles will be considered non complying.

Enforcement Policy: Changes in roof color and paint scheme will not be subject to review under this section.

1. (b) An attached addition to the dwelling may be erected but only on condition that it shall not project beyond the front wall of the dwelling or structure as originally erected by the Company; and upon the further condition that it and any breezeway or other structure connecting it with the dwelling shall conform in architecture, material and color to the dwelling.

Declaration of Restrictions, Levitt and Sons, Inc. cont.

T. (c) Private swimming pools may be constructed or erected provided they are situated in the rear yard only.

1. (d) Fences approved by the Company may be erected in the rear and side yards, but shall not exceed five feet in height along the side yard lines and six feet in height along the rear yard lines; except that fences required around private rear yard swimming pools shall conform to all requirements of local ordinances. No temporary fences shall be permitted.

Enforcement Policy: Chain link, cyclone, wire and temporary fences of any kind shall be considered non complying.

1. (e) No dwelling or any part thereof shall be used for any purpose, except as a private dwelling for one family, no business or trade of any kind or noxious or offensive activity shall be carried on upon any lot; within or without the dwelling, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other structure shall be located, erected, or used on any lot, temporarily or permanently.

Enforcement Policy: Non-residential uses will be considered non complying if they are determined to be a nuisance, annoying, noxious or offensive.

(f) No antennas, aerials, or poles or towers shall be erected on a dwelling lot. This all include, but not limited to television and radio apparatus.

Enforcement Policy: Basketball goals and flag poles mounted on house; free standing flag poles; bird houses and feeders will be considered to be in compliance.

2. Except as, and then only to the extent permitted by paragraph one (1) sec - (b) with respect to any attached addition to the dwelling, no building or structure shall be erected, nor shall any alteration or addition to the exterior of any dwelling, garage or carport be made, nor shall the exterior of any dwelling, carport or garage be repainted other than in the colors originally used at the time of the construction, unless appropriate plans, specifications and/or colors are first approved by the Company.

3. No dwelling shall be erected on any lot at a cost of less than \$15,000 based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, garages, and carports, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

4. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Declaration of Restrictions, Levitt and Sons, Inc. cont.

5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any house or any lot, except that not more than two (2) dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and cats shall not be permitted to roam, but must be kept on leash or under control at all times.

Enforcement Policy: Determination of "house pets" made on a case by case basis.

6. Garbage or rubbish shall not be dumped or allowed to remain on any lot. If contained in a closed metal receptacle, it may be placed outside the dwelling for collection, in accordance with the regulations of the collecting agency.

7. No cesspool, septic tank or other individual or privately-owned sewage disposal system shall be installed or permitted on any lot.

8. No water well or other individual or privately-owned water supply system shall be installed or permitted on any lot.

9. All laundry poles and lines outside of houses are prohibited, except that one portable laundry dryer, not more than seven (7) feet high, may be used in the rear yard of each house on days other than Sundays and legal holidays; and such dryer shall be removed from the outside when not in actual use. Such dryer shall not be visible either from the street or rear of the premises and in particular from a golf fairway, tee or green.

10. Lawns shall be mowed and weeds removed at least once a week between April 15th and November 15th of each year.

11. Boats on cradles or trailers may not be parked on streets, driveways, or yards. Boats stored in garages must be small enough for garage doors to close.

12. At no time shall any lot or parcel be stripped of its top soil, 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 to be completed.

13. All lots or parcels of ground shall be subject to all easements and agreements of record, and the Company further reserves an easement five (5) feet wide along the rear boundary lines of all such lots or parcels for storm drainage and utility installation and maintenance, and such other easements as are shown on recorded plats.

14. The Company hereby reserves the right in its absolute discretion before a sale to change the size of or locate or relocate any of the lots, parcels, streets, or roads shown on any of the plats.

15. The owner of each lot or parcel purchased covenants to promptly pay when due all sewer and water charges assessed against the lot or parcel, said charges to be at rates approved by the Anne Arundel County and the Public Service Commission of Maryland, and to be paid to the Company, its nominees, successors or assigns and/or the governmental authority having operating jurisdiction thereof.

Declaration of Restrictions, Levitt and Sons, Inc. cont.

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

Enforcement Policy: Signs used for advertisement of companies performing home improvements will be permitted during the actual period of work and will be restricted in size to approximately five square feet.

17. Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water and drainage facilities, for the benefit of the adjoining land owners and/or the Company, authority, commission, municipality or other agency ultimately operating such facilities, are reserved as shown on the aforesaid subdivision plat. No building, fences or structures shall be erected nor any paving laid within the easement areas occupied by such facilities. No trees or shrubs shall be planted in the easement areas and no excavation or filling shall be done in the easement areas without the written consent of the Company, authority, commission, municipality or other agency supplying sewer, water and/or drainage facilities for said subdivision.

The Company, its successors and assigns, shall at all times have the right of ingress and egress over said easements and a right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any sewer, water and/or drainage facilities within said easement and right-of-way in general in and over each lot for access to such easement areas and the sewer, water and/or drainage facilities located therein and for installing, operating, maintaining, repairing, inspecting and reading any meter appurtenant to such facilities. The Company, its successors and assigns, and any party for whose benefit the within stated provisions concerning sewer, water and drainage easements are made, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said easement areas of timber, trees or shrubs, or any building fence, structure or paving erected or laid within the easement areas, and no charge, claim or demand may be made against such parties for any or all activities in the exercise of their rights herein granted. The provisions of the within Declaration concerning violations, enforcement and severability are hereby made a part of these provisions for perpetual sewer, water and drainage easements; and notwithstanding any change which may be made with respect to any other provision of the within Declaration the aforesaid provisions incorporated in these provisions shall be perpetual and run with and bind the land forever.

Perpetual easements and right-of-way are also reserved in general in and over each lot for the installation, construction, reconstruction, maintenance, repair, operation and inspection of electric, gas and telephone facilities and for reading any meters appurtenant thereto.

18. Violation of any covenant or restriction may be remedied by the Company, and the expense thereof shall be chargeable to the then owner of the lot and be payable forthwith upon demand. The foregoing shall be alternative or in addition to the enforcement provisions of paragraph 19.

19. Enforcement shall be by proceeding at law or in equity, brought by the Company, its successors and assigns, or by the owner of any lot, against any person or persons

Declaration of Restrictions, Levitt and Sons, Inc. cont.

violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both.

20. Invalidation of any of the aforesaid covenants and restrictions by judgement or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

INWITNESS WHEREOF, LEVITT AND SONS, INC., has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized, the day and year first above written.

Declaration of Restrictions, Crofton Corporation cont.

1. (Void 7/31/73.)

2. (Amended 7/31/73.) All lots and parcels of land shown on the recorded plats of Crofton subdivision shall be used for the following purposes only: residential, parks, playgrounds, schools or churches. 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, nor shall this restriction apply to the Crofton Industrial and Office Park as same now or hereafter platted. Crofton Corporation 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.

Enforcement Policy: Uses will be considered non complying if they are determined to be a nuisance, annoying, noxious or offensive.

3. The owner of each lot or parcel purchased covenants to promptly pay when due all sewer and water charges assessed against the lot or parcel, said charges to be at rates approved by the Anne Arundel Sanitary Commission and the Public Services Commission of Maryland, and to be paid to Crofton Corporation, its nominees, successors or assigns.

4. (void 7/31/73.)

5. No building shall be erected, placed, or altered, or any additions made to any building unless construction plans, specifications, and a plan showing location, elevation of structure, including all walks and driveways, have been approved by Crofton Corporation, or its successors and assigns. If Crofton Corporation, or its successors and assigns, fails to approve or disapprove, in writing, within thirty (30) days after such plans and specifications have been submitted to it, approval shall be conclusively presumed to have been given.

Enforcement Policy: Changes in roof color and paint scheme will not be subject to review under this section.

6. (Void 7/31/73.)

7. No fences or walls shall be erected, placed, or altered on any lot or parcel unless approved by Crofton Corporation, or its successors or assigns.

Enforcement Policy: Maximum height of 6 ft. in rear yard and 5 ft. in side yard. Chain link, cyclone, wire and temporary fences of any kind shall be considered non complying.

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

Enforcement Policy: Signs used for advertisement of companies performing home improvements will be permitted during the actual period of work and will be restricted in size to approximately five square feet.

Declaration of Restrictions, Crofton Corporation cont.

9. At no time shall any lot or parcel be stripped of its top soil, 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 to be completed.

10. No antennas, aerials, or poles or towers shall be erected on a dwelling lot. This shall include, but not be limited to, television and radio apparatus.

Enforcement Policy: Basketball goals and flag poles mounted on house; free standing flag poles; bird houses and feeders will be considered to be in compliance.

11. No animal or poultry of any kind other than house pets shall be kept or maintained on any lot or parcel. Dogs shall not be permitted to range if they constitute a nuisance to the neighbors.

Enforcement Policy: Determination of "house pets" made on a case by case basis.

12. All trash, garbage, and refuse stored without any building shall be stored in covered underground receptacles. No clothesline, which shall be visible either from the street or rear of the premises, and in particular from a golf fairway, tee or green shall be erected retained on the premises. The nature and form of any clothesline and protective enclosure must be approved by Crofton Corporation.

13. Boats on cradles or trailers may not be parked in streets, driveways or yards. Boats stored in garages must be small enough for garage doors to close.

14. Only vehicles classified as passenger cars or station wagons may be regularly parked in residential areas, this to include streets, drives, walks and yards.

Enforcement Policy: Non-commercial pick-up trucks, vans, and vans or VW buses with camping conversions will be considered in compliance with this section. All commercial vehicles and all other recreational vehicles will be considered non complying.

15. All lots or parcels of ground shall be subject to all easements and agreements of record, and Crofton Corporation further reserves an easement five (5) feet wide along the rear boundary lines of all such lots or parcels for storm drainage and utility installation and maintenance, and such other easements as are shown on recorded plats.

16. 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 Crofton Corporation, its successors or assigns, or any other person or persons owning residential lots situate in Crofton to prosecute any proceedings 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, or to recover damages for such violation.

Declaration of Restrictions, Crofton Corporation cont.

17. On or after January 1, 1994, the owners of a majority of the residential lots may amend, cancel, annul or abrogate any or all of these covenants, conditions or restrictions by instrument duly recorded among the Land Records of Anne Arundel County.

18. Crofton Corporation hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of its restrictions, conditions or covenants contained herein, as to any part of the Crofton subdivision, and shall have the further right before a sale to change the size of or locate or relocate any of the lots, parcels, streets, or roads, shown on any of the plats of Crofton.

19. Invalidation of any of these covenants, conditions or restrictions by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

20. Any or all of the rights and powers, titles, easements and estates reserved or given to Crofton Corporation 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 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 Crofton Corporation, and Crofton Corporation shall thereupon be released therefrom.