

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") dated the 17<sup>th</sup> day of February 1988<sup>89</sup>, by and between those property owners of real property in the community known as Pointfield Landing ("Lot Owners") who execute this Declaration, as evidenced by their signatures affixed below, and by the Pointfield Landing Community Association, Inc., ("the Association"), a body corporate of the State of Maryland.

WHEREAS, the community of Pointfield Landing was developed by Pointfield Landing, Inc. ("the Developer") by subdividing land in Millersville, Maryland into three parcels identified as follows:

Plat 1 of Pointfield Landing on the Severn, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 37, Plat 36;

Plat 2 of Pointfield Landing on the Severn, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 37, Plat 37; and

Plat 3 of Pointfield Landing on the Severn, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 40, Plat 12.

AND WHEREAS, the Developer imposed covenants and restrictions on the lands encompassed by the above three plats ("the Covenants") by the execution and filing in the Land Records of Anne Arundel County of declarations of covenants and restrictions as follows:

As to Plats 1 and 2 of Pointfield Landing on the Severn, by a Deed of Restrictions and Declarations duly recorded in the Land Records of Anne Arundel County in Liber 2282, page 7; and

As to Plat 3 of Pointfield Landing on the Severn, by a Declaration of Restrictions duly recorded in the Land Records of Anne Arundel County in Liber 3423, page 845, as modified by a Confirmatory Declaration of Restrictions duly recorded in the Land Records of Anne Arundel County in Liber 3423, page 845.

AND WHEREAS, the said Covenants bind the lands described above until July 1, 1999.

AND WHEREAS the Lot Owners and the Association desire to subject the individual lots of the Lot Owners (or where appropriate "Lot Owner") to certain covenants, agreements, restrictions and conditions hereinafter set out and to be binding upon the parties to this Declaration and to their respective heirs, executors, administrators and assigns.

WITNESSETH, that in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties to this Declaration do hereby agree to subject the individual lots of the Lot Owners located in Pointfield Landing, as referenced on the Plats set forth above, to the following covenants and restrictions:

1. All of said lots shall be used for single family residential purposes only.
2. No building or other structure shall be erected, converted, permitted, maintained or operated on any lot for any purpose other than a single-family residential use; only one such structure shall be permitted on each lot, and no outbuilding or detached garage whatever shall be permitted in connection therewith, unless, prior to construction thereof, and at the expense of the Lot Owner, construction plans and specifications and a plan showing the location of the structure have been submitted to and approved by a committee composed of Lot Owners as selected and designated by the Association from time to time (the "Committee"), as to, but not limited to, quality of workmanship and material, harmony of external design and finish material, including paint colors, with existing structures, and as to location with respect to topography and finish grade elevation.

No fence or wall shall be erected, placed or altered on any lot unless the plans therefor are similarly submitted to and approved by said Committee. The Committee's approval or disapproval as required in these covenants shall be in writing and shall be rendered within thirty (30) days after plans and specifications have been submitted to the Committee. Failure by the Committee to approve or disapprove within such thirty (30) day period shall not be construed as approval and full compliance with the requirements of this paragraph.

3. No trailer, basement, tent, shack, garage, barn, or any other outbuilding erected or maintained on any lot shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.

4. 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 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 City, County, or State having jurisdiction and authority over such matters. Approval of such system, if installed, shall first be obtained prior to its use from such authority.

5. All of the lots shown on the aforementioned Plat shall be subject to an easement extending along each side lot line to a depth of five (5) feet, and along each rear lot line to a depth of ten (10) feet, in favor of the Association and the purchasers and occupants of each of the other said lots in the subdivision for the purpose of laying, constructing, erecting and maintaining water pipes, gas pipes, electric conduits or poles, drainage systems, or other public utilities and stringing of electric and telephone wires and necessary connections thereto to be used in common by the Lot Owners, and the purchasers and occupants of the other lots in the entire tract; and the Association reserves the right at any time to enter along the said easement for these purposes.

6. No animals or fowl, including but not limited to cattle, swine, horses, chickens or ducks, shall be kept, housed, or bred upon any lot in the subdivision. 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, are confined on the Lot Owner's property, and are in a number which in the opinion of the Association may not be considered obnoxious to the health, peace and quiet of the neighborhood. Dogs and cats off the owner's property shall be on a leash.

7. No noxious or offensive activity or entertainment shall be carried on or upon any lot. For the purpose of ~~this section~~ <sup>these covenants</sup>, the term "nuisance" shall include, but not be limited to, failure of a Lot Owner to maintain the lot by allowing accumulation of trash, debris, or refuse or by allowing excessive growth of the ground cover, including but not limited to grass, grains, clover, weeds or vines.

8. The Association, its successors or assigns, shall have the right, upon giving five (5) days written notice to the Lot Owner or occupant, to enter upon any lot or lots upon which any structures or nuisances have been erected, maintained or permitted, contrary to any of these Restrictions or conditions, or for any breach thereof in other manner, and to remove said objectionable structure or abate said nuisance or correct said breach, without liability for damages for the same; and the said lot owner or occupant shall repay to the Association, its successors and assigns, the costs incurred in taking such action, including attorney's fees incident to defending any suit arising therefrom.

9. Each Lot Owner shall maintain all those portions of platted streets abutting his lot or lots, including sidewalks located therein, which lie between his lot lines and the curb of such street or streets, and the Association shall have the same rights to abate nuisances, as above defined, found therein together with recovery of costs of such abatement as set out in Section 8 above.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale thereof.

11. Boats under twenty (20) feet in overall length and camping trailers less than five (5) feet in height above the street, may be stored on lots provided such are out of clear view of the streets and are behind the dwelling area located on such lot as the dwelling is oriented to such streets.

12. Boats exceeding twenty (20) feet in overall length, camping trailers exceeding five (5) feet in height, motorcycles, commercial vehicles, trucks or other such vehicles shall not be parked on any lot, in any driveway, or on any street of the development of Pointfield Landing on the Severn, but may be parked entirely within a garage or enclosed carport, or at such area as may be designated for such parking or storage at those portion of said development shown on plat as "recreational area".

13. At no time shall any of the lots herein described be stripped of its 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 thereupon. No lumber, brick, stone, cinder 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.

14. Failure to enforce any restriction, condition or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter as to any breach occurring prior or

subsequent thereto; and the declared invalidity of any one or more of these provisions shall not affect the validity of the others.

15. No television antennas or radio aerials shall be installed on the exterior of a dwelling, whether attached thereto or not.

16. The owner of each lot purchased in the development of Pointfield Landing on the Severn covenants and agrees to pay the Association, its successors or assigns, on July 1st of each year, commencing on July 1, 1999, an annual charge in an amount to be determined by the Association, its successors or assigns, to be applied for the development and maintenance of "recreational areas" in the community. This sum may also be used for the general welfare of the Community. None of such charges shall be used for any political purposes or for any charges or dues to join or maintain membership in any other association.

17. The aforementioned covenants and restrictions are to run with the land and shall be binding on all parties and to all persons claiming under them until July 1, 2019, at which time they shall be automatically renewed for successive ten year periods unless amended, canceled, annulled or abrogated by the Lot Owners, or their successors and/or assigns, of Eighty Percent (80%) of the lots subjected to these Covenants by an instrument duly executed and recorded among the Land Records of Anne Arundel County.

WITNESS the hands and seals of the parties hereto on the day hereinabove first written.

ATTEST:

*JoAnn Luffer Devigne*

JoANN LUPFER DEVIGNE  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires September 23, 2002

POINTFIELD LANDING  
COMMUNITY ASSOCIATION, INC.

By: *[Signature]*  
President

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 9020, p. 0656, MSA\_CE59\_9364. Date available 06/18/2005. Printed 10/07/2016.