

Severndale Covenants and Restrictions

G.T.C 1425 Folio 27

August 22, 1960

THE FLATT REALTY COMPANY, first part
AND

GUILFORD R. FLATT, second part

NOW THEREFORE, THIS DECLARATION WITNESSETH. That in consideration of the premises and in furtherance of the plan of development and improvements of said land desired by the parties hereto, the said parties of the first and second parts hereto mutually covenant and agree that the following restrictions shall apply to all of the land shown on the aforementioned Outline Plat (save and excepting the commercial area hereinbefore referred to) and to all of the sections to be laid out as aforesaid, to wit.

1. The land in said tract and any lot or lots now or hereafter laid out hereon and any building or structure now or hereafter erected thereon shall be occupied and used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two and one-half stories in height, each dwelling being designed for occupancy by a single family, except and provided, however, as follows:
 - (a) Nothing herein contained shall be construed as preventing the use of any garage or garages constructed to accommodate not more than two cars, erected in accordance with the provisions hereinafter contained, for the usual purposes of private non-commercial garage or garages.
 - (b) Real estate sales, management and/or construction offices may, during the construction and sales period only, with the written consent and approval of The Flatt Realty Company, be erected, maintained and operated on any part of said land and/or in any building or structure now or hereafter erected thereon, provided such offices are used or operated in connection with the development of said land or the construction of improvements on said land or the management, rental or sale of any part of said land or any improvement which may be now or hereafter erected on said land, but no part of said land nor any part of any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in the sub-paragraph (b) without the written consent and approval of the said The Flatt Realty Company being first had and obtained.
 - (c) Any part of any dwelling house, now or hereafter erected on said land, may, with the written consent and approval of the said The Flatt Realty Company, be used as a Physician's Office or Dentist's Office for the treatment of patients and for the practice of such professions provided that the physician or dentist using such office resides in the same dwelling house, in which such office is located, but no part of said land or any improvements now or hereafter erected thereon shall be used for

any of the aforesaid purposes set forth in this sub-paragraph (c) without the written consent and approval of the said The Flatt Realty company, being first had and obtained.

(c-1) 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 materials harmony or external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Guilford R. Flatt, Harvey M. Ross and Wilford Dopkin, all of whose addresses are 1901 Washington Boulevard, Baltimore 30, Maryland. A majority of the committee may designate a representative to 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 services performed pursuant 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 or duties. The committee's approval or disapproval as required in the 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.

(d) Any part of said land and any improvements now or hereafter erected thereon may, with the written consent and approval of said The Flatt Realty Company, be used for the purposes of a church, school, library, water pumping station, playground, park, place of public assembly or community meetings and for any or all of the usual purposes and functions incidental to or connected with any or all of the aforesaid, but no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (d) without the written consent and approval of the said The Flatt Realty Company, being first had and obtained.

2. 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 exceeding two in number, may be kept providing that they are not kept, bred, or maintained for any commercial purpose.
3. No nuisance shall be maintained, allowed or permitted on any part of said lots and no use thereof shall be made or permitted with be noxious or detrimental to health.

4. 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.
5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, and except signs used by a builder to advertise the property during the construction or sales period. No building, structure, sign or other thing of any kind (excepting anything on the interior of any building) shall be commenced, erected or maintained on any part of said land, nor shall any addition to or exterior alteration of any such building, structures, sign or other thing be made or anything of any kind be placed upon or attached to any of the foregoing unless plans and specifications showing all details of the proposed building, structure, sign or other thing, or additional or alteration, or thing to be attached, as aforesaid shall be first submitted to and approved in writing by the said The Flatt Realty Company and such plans and specifications, if and as approved shall be strictly complied with, without enlargement, diminution or any departure whatsoever. It is further agreed that said plans and specifications shall show the colors proposed to be used on all exterior surfaces, and no change shall be made in any color as originally approved nor shall any exterior surface not originally painted be thereafter painted or otherwise covered without the written consent of the said The Flatt realty Company first obtained. The company's approval or disapproval as required in these covenants shall be in writing. In the event the company, or its designated representative, fails to approve or disapprove within 60 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.
6. (a) No fence or wall shall be erected, placed, altered or maintained on any lot, nearer to any street than the minimum setback line as shown on the recorded plat. When two adjacent houses are of different distances from the street, no fence or wall between these two lots shall be closer to the street than the front corner of the house, most distant from the street. No fence or wall shall be erected except in compliance with paragraph No. 6, and when erected shall not exceed 42 inches in height and shall not interfere with underground or surface drainage structures, pipes or ditches. This restriction shall not apply to enclosures of patios or open garden courts and shall not apply to retaining walls required by topography but which enclosures, patios and retaining walls shall require the written consent of The Flatt Realty as provided in paragraph No. 6.
7. Invalidation by adjudication of any of the provisions, covenants, and agreements herein expressed shall in no wise affect any of the other provisions which shall remain in full force and effect.

8. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.
9. It is further agreed by and between the parties herein for themselves and their respective successors, heirs and assigns, as follows.
 - (a) Any or all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon the said The Flatt Realty Company, herein may be assigned or transferred by said The Flatt Realty Company to any one or more corporations or associations agreeing to accept same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Anne Arundel County and upon recordation thereof, the grantee or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers reserved by or conferred upon the said The Flatt Realty Company, by this agreement.
 - (b) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown of the recorded plat and over the rear five feet of each lot.
10. No dwelling shall be permitted on any lot at a cost of less than \$10,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are 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 and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 625 square feet for a dwelling of more than one story.
11. 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 the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of the covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

Recorded Sept. 22, 1960