

SECTION 8 – PLAT 19:	
URBY DRIVE	Odd – 1711-1721 Even – 1718-1728
TARLETON WAY	Odd – 1687-1729 Even – 1694-1732
TIPTON DRIVE	Odd – 1699-1725 Even – 1702-1728
TWAIN ROAD	Odd – 1701-1705 Even – 1700-1702

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PREAMBLE

DECLARATION made September 24, 1968, by LEVITT AND SONS, INCORPORATED, hereinafter called the "Company."

WHEREAS, the Company is the owner of certain land in Anne Arundel County, Maryland, subdivided as shown on Map of Crofton, Section Eight, Plat Nineteen, duly recorded among the plat records of Anne Arundel County, Maryland, on May 6, 1968, as shown on Plat No. 2011 in Plat Book 36 at Page 36, and

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

**DECLARATION
AND TERM**

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 thereof 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.

**USES AND
STRUCTURES**

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 an lot other than one detached single-family dwelling not exceeding 2-1/2 stories in height from the front ground level and a private garage or carpool 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.

(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.

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

(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.

PRIVATE
DWELLINGS

(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.

ANTENNAS

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

ALTERATIONS
AND ADDITIONS

2. No building, structure dwelling, garage, carport or breezeway shall be erected, nor shall any alteration or addition to or repainting of the exterior thereof be made, unless it shall conform in architecture, material and color to the dwelling as originally constructed by the Company.

AREA AND
COST OF
STRUCTURE

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.

DRILLING AND
MINING

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.

ANIMALS

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 be not be permitted to roam, but must be kept on leash or under control at all times.

**GARBAGE
AND
RUBBISH**

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.

**SEWAGE
DISPOSAL**

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

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**WATER
SUPPLY**

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

**LAUNDRY
POLES**

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.

LAWNS

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

BOATS

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

WASTE, ETC.

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, dumped or otherwise placed upon it. 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.

**UTILITY
EASEMENTS**

13. All lots or parcels of ground shall be subject to all easements and agreements or record, and the Company further reserves an easement five (5) feet wide along the side and 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.

**RELOCATION OF
LOTS AND
STREETS**

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.

**SEWER AND
WATER CHARGES**

15. The owner of each lot or parcel purchased covenants to promptly pay when due all sewer and waste 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.

SIGNS

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.

EASEMENTS

17. (a) Perpetual easements for the installation, construction, reconstructions, 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 planted in the easement areas and no excavation or filling shall be done nor any paving laid 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.

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(b) 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 areas, along the lines designated for such purpose on said subdivision plat and shall also have a 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 on 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, enforcements 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 provision incorporated in these provisions shall be perpetual and run with and bind the land forever.

(c) Perpetual easements and rights-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.

VIOLATIONS

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.

ENFORCEMENT

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

SEVERABILITY

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

IN WITNESS WHEREOF, LEVITT AND SONS, INCORPORATED 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.

LEVITT AND SONS, INCORPORATED

By (Signature on File Town Hall) (SEAL)
Nelson C. Kamuf, Vice President

ATTEST:

(Signature on File Town Hall)
Florence I. Goodman, Assistant Secretary
Assistant Secretary

STATE OF NEW YORK)
 : SS.:
COUNTY OF NASSAU)

On this, the 24th day of September, 1968, before me, the undersigned officer, personally appeared Nelson C. Kamuf, who acknowledged himself to be the Vice President of Levitt and Sons, Incorporated, a Delaware corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have set my hand and official seal.

(Signature on file at Town Hall)

PREAMBLE DECLARATION Made September 24, 1968
by LEVITT AND SONS, INCORPORATED, herein after called the
"Company".

WHEREAS, the Company is the owner of certain land in Anne
Arundel County, Maryland, subdivided as shown on Map of Crofton Park
Section Eight, Plat Nineteen, duly recorded among the plat
records of Anne Arundel County, Maryland, on May 6, 1968
as shown on Plat No. 2011 in Plat Book 36 at Page 36 and

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

DECLARATION AND TERM 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 suc-
cessive 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 re-
strictions 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.

USES AND
STRUCTURES

1. (a) No lot shall be used except for residential, parks, play-
ground, schools or church purposes. No building shall be erected,
altered, placed or permitted to remain on any lot other than one de-
tached single-family dwelling not exceeding 2-1/2 stories in height
and a private garage or carport for not more than 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.

(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.

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

(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.

PRIVATE DWELLING

(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.

ANTENNAS

(f) 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.

ALTERATIONS AND ADDITIONS

2. No building, structure, dwelling, garage, carport or breezeway shall be erected, nor shall any alteration or addition to or repainting of the exterior thereof be made, unless it shall conform in architecture, material and color to the dwelling as originally constructed by the Company.

AREA AND COST OF STRUCTURE

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.

DRILLING AND MINING

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.

ANIMALS

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.

GARBAGE AND RUBBISH

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.

SEWAGE DISPOSAL

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

WATER
SUPPLY

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

LAUNDRY
POLES

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.

LAWNS

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

BOATS

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.

WASTE,
ETC.

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.

UTILITY
EASEMENTS

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.

RELOCATION
OF LOTS AND
STREETS

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.

SEWER
AND
WATER
CHARGES

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.

SIGNS

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.

EASEMENTS

17. (a) 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.

(b) 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 areas, along the lines designated for such purpose on said subdivision plat and shall also have a 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 on 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.

(c) Perpetual easements and rights-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.

VIOLATIONS

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.

ENFORCEMENT

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

SEVERABILITY

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

IN WITNESS WHEREOF, LEVITT AND SONS, INCORPORATED 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.

LEVITT AND SONS, INCORPORATED

By

Nelson C. Kamuf, Vice President

ATTEST:

Florence L. Goodman
Florence L. Goodman
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NASSAU)

: SS.:

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On this, the 24th day of September, 1968, before me, the undersigned officer, personally appeared Nelson C. Kamuf, who acknowledged himself to be the Vice President of Levitt and Sons, Incorporated, a Delaware corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have set my hand and official seal.

Dolores Ann Bell

DOLORES ANN BELL
NOTARY PUBLIC, State of New York
No. 10 57575
Qualified in New York County
Commission Expires March 30, 1971

Filed for record Sept 26 1968 at 3:16 PM
Filed to Security Title Insurance Corp of Buffalo