

Recorded 17 Nov 95

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
ANNAPOLIS WALK

THIS DECLARATION, made and entered into this 4 day of May, 1994, by Annapolis Walk Limited Partnership, a Maryland Limited Partnership, hereinafter and in the Exhibits hereto sometimes called the "Declarant":

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon (hereinafter the "Property") located in the City of Annapolis, State of Maryland, and more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof; and

WHEREAS, it is the desire and intention of the Declarant to sell and convey the same subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof;

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NOW, THEREFORE, the Declarant hereby declares that the property described on "EXHIBIT A" together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented, and occupied, improved, hypothecated and encumbered, subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I
Definitions

Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and in any and all exhibits hereto, shall have the following meanings:

Section 1. "Association" shall mean and refer to the Annapolis Walk Homeowners' Association, Inc. a Maryland nonstock, nonprofit corporation, its successors and assigns created pursuant to and in accordance with this Declaration. Association shall be synonymous with "Corporation".

provided, no such dedication or transfer shall be effective unless at least seventy-five percent (75%) of the First Mortgagees (based upon one vote per mortgage) shall have given their prior written approval, and unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes of the Class A Membership and two-thirds (2/3rds) of the Class B Membership, if any, has been recorded, agreeing to such dedication or transfer. Without the approval of First Mortgagees and without assent or signature of the membership being required, the Board of Directors shall have the right (i) to grant such easements, rights of way, and licenses and to dedicate such streets and roads in and through the Common Area, as it shall from time to time deem necessary or desirable; and (ii) to grant easements for public utilities or for other public purposes consistent with the intended use of Common Area;

(d) the right of the Association to limit the number of guests of Members using the Common Area;

(e) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas;

(f) the right of the Declarant and any Additional Declarant and/or their respective designees to (i) the non-exclusive use of the Common Area in conjunction with construction, sale or rental of Dwelling Units within the Properties and (ii) the use of any Dwelling Units on any of the Lots as sales office or model until the last such Lot in the Properties is improved with a Dwelling Unit and conveyed to a third party purchaser;

(g) the right of the Association to restrict access to any storm water facilities or sediment control pond; and

(h) such other rights as may be reserved or created by this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants or contract purchasers who reside on the Property, and such other persons as may be permitted by the Association.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Common Area to the Association subject to: (a) easements, covenants, conditions and restrictions then of record, (b) the terms of this Declaration, (c) public zoning ordinances, and (d) utility easements granted for sewer, water, storm water management, sediment control, gas, electricity, telephone, cable television, and any other necessary utilities. The Common Area shall be conveyed to the Association prior to, or at the same time

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as, the conveyance of the first lot containing a Completed Dwelling Unit.

see 7223/599, attached

Section 4. Landscape Easement Areas. There are designated on the recorded plats of the Property, Landscape Easement areas contiguous with the perimeter boundaries of the Property. These Landscape Easement areas are part of the Common Area and will be owned and managed by the Association. They consist of a forty (40) foot wide strip along Belle Drive, a twenty-five foot (25) wide strip along Bywater Road and along Greenbriar Lane and a twenty-five (25) foot wide strip along the southwest side of the property (separated from the southwest boundary line of the property by an additional strip of land approximately twenty-five (25) feet wide designated on the Plats as Open Space). Except as shown on the Plats, the Landscape Easement areas shall be maintained by the Association in an undisturbed condition and shall be kept free of all structures, including, without limitation, all patios, decks, fences, sheds, buildings and stormwater management structures. There shall be no pruning, removal, cutting or clearing of trees or other plant material from the Landscape Buffers except for such dead or damaged trees or limbs deemed by the Association to present a hazard to human life.

Section 5. Signage. All exterior signage erected and maintained by the Association shall conform to a sign program approved by the Department of Planning and Zoning for the City of Annapolis and there shall be no changes to the approved sign program without the written approval of the Department. Temporary signage erected by the Declarant or by any additional Declarant in connection with the marketing and sales of the Units is exempt from this requirement.

Section 6. Landscaping. Initial installation of Landscaping in accordance with a landscape plan approved by the Department of Planning and Zoning shall be accomplished by the Declarant. All additional landscaping, including, without limitation, all maintenance, new planting, watering, cutting, pruning, removal, and replacement of dead or damaged plant materials, will be the responsibility of the Association and will be carried out in accordance with the terms of a landscape maintenance agreement to be entered into between the Association and the City of Annapolis. The Declarant shall have no responsibility for the maintenance of any landscaping or for the removal or replacement of any dead or damaged plant material or for the costs thereof after the initial installation.

Section 7. Parking. The Association shall maintain upon the Common Area approximately 354 parking spaces for the use of the Owners, including 9 handicap spaces. Use of the spaces shall be subject to such reasonable rules and regulations as the Association may from time to time adopt. The Association may at its option from time to time designate a parking space for the exclusive use of each unit, except that the handicap spaces shall remain

Exhibit

B

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EXHIBIT B

The Common Area to be owned and maintained by the Association is shown on the Plats of Annapolis Walk prepared by Greenhorne and O'Mara, Inc. and recorded among the Plat Records of Anne Arundel County in Book 174 at pages 22 through 26 and consists of:

- see plat attached*
- (1) a forty foot wide landscape easement area along Belle Drive;
 - (2) a twenty-five foot wide landscape easement area plus five additional feet to the building restriction line along Greenbriar Lane and Bywater Road;
 - (3) the stormwater management area;
 - (4) two open space areas on the northwest side of the development along Bywater Road;
 - (5) an open space area approximately 25 feet wide, a twenty five foot wide landscape easement plus five additional feet running to the building restriction line along the southwest side of the development; and
 - (6) other open areas within each Block some of which are designated on the Plats as "common areas" or "landscaping/parking easements".

along Greenbriar Ln.

All streets, curbs, gutters, storm drains, inlets, manholes, culverts, fire hydrants, water mains, sewer mains and street lighting as well as the widening strip and the park (Recreation Area) shown on the Plats will be transferred by the Declarant to the City of Annapolis, to Anne Arundel County or to such governmental or quasi-governmental agency as may be designated by the City of Annapolis. The Association shall have no financial or legal obligation for the operation, maintenance or repair of these public facilities.

10752/272
Sept 2002

Return to:
THE FOUNTAINHEAD TITLE GROUP
6310 STEVENS FOREST ROAD
SUITE 100
COLUMBIA, MARYLAND 21046