

NO TITLE EXAMINATION

DEED 2508 PAGE 530

THIS DEED, Made this 27 day of July, 1972, in the year one thousand nine hundred and seventy-two, by and between ANNE ARUNDEL CONTRACTORS, INC., a body corporate of the State of Maryland, of the first part, and ROBERT N. LUCKE, TRUSTEE, of the second part

WITNESSETH, That in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the said Anne Arundel Contractors, Inc., does grant and convey unto the said Robert N. Lucke, Trustee; his heirs and assigns, in special trust and confidence that he will immediately reconvey the hereinafter described property to Anne Arundel Contractors, Inc., in fee simple, all those lots or parcels of ground, situate, lying and being in the Third District of Anne Arundel County, State of Maryland and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 as shown on Plat 1, Section 1, Fairwood, recorded among the Plat Records of Anne Arundel County in Plat Book 40, folio 32.

BEING PART of the property described in a deed dated February 29, 1966 and recorded among the Land Records of Anne Arundel County in Liber MSH 2148, folio 307, from Ada Bowen to Anne Arundel Contractors, Inc.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges,

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appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Robert N. Lucke, Trustee, his heirs and assigns, in fee simple, subject however, to the following covenants, conditions and restrictions:

1. The grantor expressly reserves fee simple title to both the surface and beds of all roads, highways, streets, lanes, courts, drives, walkways and those lots marked "Recreation Area" or "Flood Plain" as laid out on the plat or plats of Fairwood or that may be laid out on any future plats of Fairwood, with reasonable and convenience ingress and egress to and from the land belonging to any purchasers; and the grantor, its successor and assigns, further expressly reserve the right to change or modify the lot lines or method of sub-division and to grade, change the grade, close or partly close any road, highway, street or lane laid out or to be laid out on said plat or plats, provided however, that such does not immediately affect the right of ingress and egress of any prior purchaser whose land abuts such lot, road, highway, street, court or lane

2. The grantor reserves the right to grant to purchasers the use, in common with others of those lots marked "Recreation Area" or "Flood Plain" as laid out on the plat or plats or that may be laid out in the future, said grants being a personal easement or license and not one running with or appurtenant to the land conveyed; and the grantor further reserves the right to convey title to such lots as a recreation area to a neighborhood improvement non-stock corporation or similar corporation, which corporation shall thereafter hold and maintain such lots for the benefit and use of those lot owners or residents who may from time to time be members of such corporation or association.

3. The grantor, its successors or assigns, expressly reserves an easement over the front, rear and side five feet of all lots as laid out in the plat or plats or that may be laid out in the future with the right to enter at any time to install or maintain or to license others to install and maintain gas, water, sewage, or storm drainage pipes, utility wires, cables or other apparatus above or below ground; and with the right to trim or cut any trees or shrubbery over or on such easement.

4. There shall not be erected, converted, permitted, maintained or operated, any building or other structure for any other purpose than one or two family residences.

5. No more than one building shall be erected on any lot and no building or part thereof shall be erected or maintained on any lot closer than forty feet to any road, highway, lane, street or court, or closer than ten feet from the division line of any lot.

6. There shall not be erected, permitted, maintained nor operated any privy, cesspool, receptacle or vault of any kind for the storage of liquid waste except such sewage systems as are designed, located, and constructed in accordance with the requirements of the Health Department and no household drain water shall be discharged or permitted to flow or stand upon the surface of any lot nor into the waters of Bodkin Creek.

7. No fowl, livestock, or other animals of any kind shall be kept, maintained, bred or boarded on any lot or in any building erected thereon except that each homeowner may keep not more than two dogs or cats as household pets.

8. No garage, tent, trailer, or other temporary structure shall be occupied either temporarily or permanently as a dwelling or seasonal residence on any lot, nor shall any trailer, mobile home, shed or other out building be placed upon or kept on any

lot except one recreation type vehicle not exceeding 24 feet in length which shall not be parked or permitted to stand on any road or street nor upon any lot between the front street line and the rear building line.

9. No fence or wall shall be erected or maintained on any lot between the front street line and the front building line. Fences or walls on the side and rear lot lines may not be erected except upon written permission and prior approval by the grantor, its successors or assigns.

10. No building shall be erected, placed or altered on any building lot until the building plans, specifications and plot plans showing the location of such building, its floor plan and its exterior design and construction have been approved by the grantor in writing as to conformity and harmony of external design with existing structures in the sub-division and as to location of the building with respect to topography and finished ground elevation. No single story building of less than 960 square feet floor area nor no two story building of less than 720 square feet floor area on the first floor shall be erected on any lot.

11. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot when such sign has been approved by the grantor and/or one sign advertising property for sale or rent or signs of a builder advertising property for sale during construction and sale.

12. At no time shall any of the lots herein be stripped of its topsoil or allowed to go to waste by wasting away, or be kept in a disorderly appearance by being excavated for sand, gravel or any other material or by permitting weeds or brush to grow thereon or by having rubbish or trash thrown, dumped, disposed or accumulated upon it or by permitting any

building placed thereon to become in such a state of disrepair as to constitute a nuisance or eye sore to the surrounding property. 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 for which they are to be used to be completed.

13. The grantor reserves the right, in writing, to waive, amend, release, or modify any of the covenants, restrictions, or conditions herein contained but any violation of any covenant, restriction or condition herein contained which she not have been waived, released or modified by the grantor in writing shall constitute a breach and the grantor or any lot owner may exercise the right to enforce the same against any violator and the grantor may abate any violation thereof at the expense of the violating lot owner, such expense to be paid by the lot owner and to constitute a first lien against the lot, which may be enforced as a lien of judgment, provided however that no covenant, restriction, or condition contained herein shall be construed to act in the nature of a forfeiture or a reversion of any estate.

14. Invalidations by a Court Order, a judgment, or decree of any one of the restrictions, conditions or covenants, herein contained, shall in no wise affect any of the other restrictions, covenants, or conditions but they shall remain in full force and effect.

15. Wherever in these covenants, restrictions, or conditions, the word "grantor" shall be used, it shall mean Anne Rundel Contractors, Inc., its successor, assigns and/or any Attorney in Fact appointed for the purpose of exercising powers and duties herein reserved to the grantor and Robert N. Lucke, Sr., or William J. Smith, Jr., are hereby each appointed such Attorney in Fact to execute all

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grants, conveyances, waivers, and approvals herein required by the grantor. These covenants, restrictions, and conditions are to run with the bind the land for a period of twenty years from the date hereof provided, however, that after ten years from the date hereof a majority of those persons owning lots shown on recorded plats of Fairwood may amend, annul, waive or modif. any or all of the covenants, restrictions and conditions.

IN WITNESS WHEREOF the said Anne Arundel Contractors, Inc., has caused these presents to be executed and its corporate seal to be affixed and its vice president to set her hand hereto.

TEST

ANNE ARUNDEL CONTRACTORS, INC.

by Lorene G. Hurd
Vice President



STATE OF MARYLAND)

ANN. ARUNDEL COUNTY)

VS

I HEREBY CERTIFY that on this 10 day of April in the year one thousand nine hundred and seventy-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LORENE G. HURD, who acknowledged herself to be the Vice President of Anne Arundel Contractors, Inc., a body corporate of the State of Maryland, and that she as such Vice President, being authorized to do so, executed the foregoing deed for the purposes therein contained by signing the name of the Corporation by herself as Vice President.



Shirley T. Clark
Notary Public

My Commission expires July 1, 1974

Mailed to Bald Smith & Lucke

BALD SMITH
&
LUCKE
ATTORNEYS AT LAW
ANNAPOLIS, MD.