

**PROPERTY USE RESTRICTIONS AND MAINTENANCE
REQUIREMENTS**

**ANNAPOLIS COVE PROPERTY OWNERS ASSOCIATION
(Revised January 1, 2013)**

**The Following Provisions Fall Under the Enforcement Jurisdiction of the
Board of Directors, ACPOA**

**I. DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS DECEMBER 18, 1980**

ARTICLE VII

USE RESTRICTIONS

In addition to all other restrictions and covenants contained herein, use of the properties and each lot therein is subject to the following:

Section 1. None of the lots shall be used except for residential purposes. Nor more than one (1) dwelling house and appurtenant private structures shall be erected on each lot, and such dwellings shall be for single family use only.

Section 2. No structure of a temporary character, trailer, tent, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any lot within the properties unless suitably screened by plantings or placed or maintained within an enclosed garage or carport.

Section 3. No animals, livestock or poultry or any kind shall be raised or kept on any lot except that dog, cats or other regulations as may be adopted by the Association.(sic) Notwithstanding the foregoing, no animals or fowl may be kept on the properties which result in annoyance or are obnoxious to residents in the vicinity.

Section 4. All rubbish, trash and garbage shall be regularly removed from the lots, and shall not be allowed to accumulate thereon. Each lot owner shall keep grass and other foliage neatly trimmed. All clotheslines, refuse containers, wood piles, storage areas, machinery and equipment shall not be permitted on any lot unless appropriately screened from view from adjoining lots.

Section 5. No sign or billboard of any kind shall be displayed to public view on any portion of the properties or any lot, except one (1) sign for each building site, of not more than

eighteen inches (18") by twenty-four inches (24") advertising the property for sale or rent. This provision is not to apply to Declarant and to developers advertising the property for sale during the construction and sales period.*

Section 6. No noxious or offensive activity shall be carried on upon any lot or part of the properties; nor shall anything be done thereon which may be, or become an annoyance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners, or which shall in any way increase the rate of insurance.

Section 7. All owners and occupants of lots shall abide by the By-Laws and any rules and regulations adopted by the Association.

*Note: Maryland Law governs the use and time period for posting political campaign signs on private property.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance on the Common Properties and after thirty (30) days written notice to any Owner which shall specify the required maintenance, the Association shall have the right but not the obligation to provide (a) maintenance upon vacant lots and (b) maintenance upon every improved lot. Such maintenance may include paint, repair, replace and care of roofs, gutters, down spouts and exterior improvements. Such maintenance as to a vacant lot may include the mowing of grass and weeds, and the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Cost. The cost of any such maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such lot is subject, and, as part of such annual assessment or charge, it shall be a lien against any such lot, or lots, as heretofore defined and limited, and a personal obligation of the owner, and shall become due and payable in all respects as provided herein.

II. USE RESTRICTIONS AND MAINTENANCE PROVISIONS: ANNAPOLIS COVE PLATS

Annapolis Cove, Plat 3: June 1981

"Direct Vehicular access to Bay Ridge Rd. is denied to lots 52, 53, 54, 56 and 57
Direct Vehicular access to Bowsprit Drive is denied to lot 41."

"The private 40' common use R/W shown hereon* is dedicated for ingress and egress for the owners of prop.(sic) abutting thereon. It shall not be acceptable for petition(sic) and is a maintenance responsibility of the owners of abutting prop.(sic) and shall be improved to A.A.

Co. public road standards with any further(sic) subdivision approval of the properties abutting thereon."

*Referenced R/W (Right of Way) is located between 3151 and 3159 Catrina lane.

Ogleton, (renamed Annapolis Cove), Plat 1: October 1978

"Direct Vehicular access to Bay Ridge Rd. is denied to Lots 1, 114,115,116,117and 118."

Chrisland at Annapolis Cove (Renamed), Plat 1 and Plat 2: January 1987

"Lots 41-43, 47A,47B, 49, 1 and 2 are denied access to Bay Ridge Road."

"8.) Direct vehicular access to Bay Ridge Road is denied to Lots 3,4,6,7 and 8."

"The Private 40' Common Use R/W, shown hereon*, is dedicated for ingress and egress for the owners of property abutting thereon. It shall not be acceptable for petition(sic) and is a maintenance responsibility of the abutting property owners and shall be improved to A.A. county public road standards with any further(sic) subdivision approval of properties abutting thereon."

*Referenced R/Ws (Right of Ways) are located between 3203 and 3209, 3263 and 3271, 3251 and 3259, 3241 and 3249, and next to 3231 Chrisland Drive.

**III. USE RESTRICTIONS and MAINTENANCE REQUIREMENTS
APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS,
ACPOA**

A. TRASH CANS

Trash cans must be stored out of sight. This can be accomplished by storing them in garages, basements, etc.

B. STORAGE of RECREATIONAL VEHICLES AND MOTOR VEHICLES

No recreational vehicle may be parked in open view for longer than three days. As Annapolis Cove is an active boating community, the purpose of this three day period is to allow a transient period in conjunction with permanent storage in the fall or to prepare for launching after removal from storage in the spring.

"Recreational vehicle" is defined as:

- a. Any boat or boat trailer.
- b. Any motor home or other self-contained camper
- c. Any camper slip-on where the camper backs are higher than the roof line of the cab of the truck.
- d. Any mobile home, trailer, or fifth wheel trailer.
- e. Any pop-up camp/tent trailer or other similar recreation-oriented portable or transportable facility or conveyance.
- f. Any other vehicle not defined above which could not normally or regularly be used for daily transportation including dune buggies or non-operative automobile collection, or automotive equipment not bearing a current license plate.

Covenants require that any recreational vehicle of this nature stored upon any property must be suitably screened by plantings or placed/maintained within an enclosed garage or carport. Such plantings must completely block the stored vehicle from view in all directions.

Sanding, painting, repainting, or engine run-up/cleaning of *ANY* vehicle is not permitted upon any lot within the properties. Mechanical work, other than emergency or minor maintenance requiring no more than 2-3 hours, e.g., flat tires, is not permitted to be performed on any vehicle upon any exterior space within the properties. Motor vehicles or recreational vehicles undergoing major or complex repairs are not permitted to be stored upon any exterior space within the properties. In addition to recreational vehicles as noted above, vehicles of any type (including motor vehicles) may not be parked/stored on lawns unless they are suitably screened by plantings. Such plantings must completely block the parked/stored vehicle from view in all directions.

C. COMPOST PILES

Compost piles are not permitted.

D. FIREWOOD

Firewood shall be kept neatly stacked in the rear yard and shall be located in such a manner as to minimize visual impact. In certain cases, screening may be required. A maximum of three (3) cords may be stored. Wood must be stacked as one contiguous form not to exceed twenty (20) feet long, eight (8) feet wide and four (4) feet high.

E. PORTABLE SPORTS EQUIPMENT

- a. The use of portable sports equipment is encouraged in back yards.
 - b. Portable sports equipment may be allowed in side or front yards on a non-permanent basis only.
 - c. Portable sports equipment must not be mounted on houses or garages.
 - d. Portable sports equipment in the front yards may be placed no further from the house than half the length of the driveway.
 - e. Portable sports equipment must be placed so that missed shots will fall in the owner's own yard. It is the portable sports equipments owner's responsibility to b a good neighbor and minimize incursions of balls into other yards.
 - f. Portable sports equipment must be erected on the homeowner's property. This does not include in streets, on common areas, sidewalks, or pipe stem driveways. g.
 - g. Portable sports equipment must be removed from front and side yards when not being used for a week or more.
 - h. Portable sports equipment may be used between 8 AM and one hour after sunset
 - i. Portable sports equipment must be kept in good working order and not in need of repair. This includes replacing rusty parts, bent rims or frames, and torn nets.

F. MAINTENANCE GUIDELINES

Property ownership includes the responsibility for maintenance of all structures and grounds which are a part of the property. This includes, but is not limited to items such as mowing grass, removal of trash, and structural maintenance. Maintenance affects the visual character and economic values of the property and neighborhood, and in some cases, safety. Violations of maintenance standards are violations of the Covenants.

Exterior Appearance

Residents are responsible for maintaining the exterior of their dwellings and any other structures on their lots, such as decks, fences, and playground type of equipment. While difficult to provide precise criteria for what is deemed as unacceptable condition, the following cases represent some of the conditions which would be considered a violation of the Covenants:

- a. Peeling paint on exterior trim.
- b. Dented mailboxes, or mailboxes and/or stands in need of repainting.
- c. Playground equipment which is either broken or in need of repainting.
- d. Fences with either broken or missing parts.
- e. Decks with missing or broken railings or parts, or parts in need of restaining.
- f. Concrete or masonry block foundations in need of repainting.

Most residents, undoubtedly, would not allow any of the above conditions to exist, as they seek to preserve and protect their investment in their homes and to limit their personal liability by keeping all improvements on their lots in good condition. G. Mowing

Turf areas need to be mowed at regular intervals, not exceeding a maximum height of 8 inches. H. Trash Removal

Each resident is responsible for picking up litter on his property and preventing wind-blown debris from originating on his land.