

**Approved By Owners of More Than Two-Thirds of the Lots in Anchorage****AMENDED AND RESTATED ANCHORAGE DECLARATION OF COVENANTS**

Dated September 22, 2023

Anne Arundel Cty Cir Crt	
IMP FD SURE	\$40.00
RECORDING FEE	\$75.00
TOTAL	\$115.00
SAP sjc	
Sep 25, 2023	03:38 pm

**Preamble**

The Anchorage community ("Anchorage") is a welcoming community established in 1964 that has a long, well-established sense of place, bonding together 106 homes into a close-knit neighborhood. This is due to the waterfront and water-oriented location of the community, its physical layout and configuration, the attractiveness of its homes and amenities, its majestic tree canopy, and sense of security—all of which drew its residents to make Anchorage their home and the place to live, work, play and raise their families.

Anchorage was established and developed on a tract of land located in the Second Election District of Anne Arundel County, Maryland as shown on and in accordance with a plat entitled "Beale Manor" that is recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 43, and a plat entitled Beale Manor, Plat 2, that is recorded among the Plat Records of Anne Arundel County in Plat Book 39, folio 5 (collectively ("the Property")); and further in accordance with a Declaration of Restrictions ("Declaration") dated October 19, 1964, recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1803, page 244, as amended by an Amendment to Declaration of Restrictions ("Amended Declaration") dated November 29, 1974, recorded among the Land Records of Anne Arundel County in Liber L.N.P. 2722, page 317. The Declaration and Amended Declaration ran with and bound the Property and was binding upon and inured to the benefit of the Declarant and owners of land within the Property.

The community's single entrance and exit enhances the value of the community, lending a communal feel to the neighborhood and sense of security. The base layout of the community—a long circular outer ring road with two bisecting streets and one cul-de-sac street spurring off provides further continuity to the proximity of all the homes and neighbors.

The shared community-owned and maintained amenities add to the unique nature of the community and provide increased value to the individual residences. The marina, dock, boat slips, and ramp access to Lake Ogleton has long defined the community's strong connection to the Chesapeake Bay. The multitude of recreational activities—sailing, boating, fishing, swimming, kayaking, and paddle boarding—provide residents a wealth of opportunities for sharing common interests and establishing strong bonds among community members.

The marina and the pool complex become a center of social interactions throughout the course of the swimming and boating seasons. The shared and volunteered maintenance of the community's properties brings neighbors together to work towards common objectives, increasing the actual and intrinsic value of the community itself and our individual homes. The year-round calendar of social events and activities for all residents further reinforces the strong sense of a shared neighborhood. The daily activities of walking, jogging and biking through the

neighborhood for exercise, dog walking, talking with neighbors, having neighborhood children safely playing in the community, and enjoying the use of the marina and swimming pool facility bind community residents together as friends and neighbors.

This background and strong desire to continue to protect, preserve and enhance the value and investments all community property owners have in their individual homes and in shared community properties is the foundation for the following Amended and Restated Anchorage Declaration of Covenants ("Amended and Restated Declaration").

This Amended and Restated Declaration replaces and supersedes the Declaration and the Amended Declaration in their entirety. As with the Declaration and Amended Declaration, this Amended and Restated Declaration runs with and binds the Property, and all lots in the Property, and is binding upon and inures to the benefit of the owners of all lots in the community.

Now, therefore,

WITNESSETH, that for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, including the Anchorage Community Association, Inc. ("Community Association") (successor to the Anchorage Swim Club, Inc.) and the signatory lot owners, constituting the owners of at least two-thirds of the lots in the Property, adopt and approve this Amended and Restated Declaration, and the covenants, agreements, easements, restrictions, conditions, charges, reservations and other provisions of this Amended and Restated Declaration.

## **Community Covenants**

### **1. Single Family Residential Community**

- A. Single Family Residences** - All lots will be used exclusively for single family, residential purposes. A home office or other "no impact" home-based business, or a family childcare home, may be maintained in a residential dwelling so long as it is a permitted use under applicable zoning and governmental regulations.
- B. Nuisances** - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to adjoining lots or the community.

### **2. Homes and Related Property Structures**

In addition to existing and future State of Maryland laws and Anne Arundel County zoning and code regulations that apply to properties all within the Anchorage Community, the following covenants apply to all homes and associated structures constructed on lots.

- A. Building and External Renovations Approval** - No building, external structure, boathouse, dock, bulkhead, fence, wall, deck, room addition, or external accessory structure shall be erected or placed on any lot until the construction plans and



specifications, including a site plan (to scale) showing the location of the structure(s), have been approved by Anchorage Community Executive Board (the "Board") as to the harmony of exterior design with existing structures on the lot and within the community. This requirement for Board approval applies to exterior construction and structures only, not to interior construction or remodeling that does not affect the exterior appearance of the building or structure.

All lot owners requesting approval of the Board must inform their adjacent neighbors of the scope and nature of the proposed external structure(s) prior to submitting an application to the Board. Approval of a lot owner's neighbors is not required, but the Board will consider concerns raised by adjacent neighbors.

The Board has 30 days upon receipt of all required submittal materials for the proposed building or external renovations to take action on the subject proposal.

Structures in existence prior to the date of approval of these amended covenants are to be considered approved and grandfathered in.

- B. Visual and Functional Impacts** - All proposed new, altered and/or modified external structures shall be required to relate favorably to the landscape and architectural characteristics of existing structures on the lot, adjacent homes and neighborhood setting in such a fashion as to avoid or otherwise mitigate adverse visual and functional impacts to neighboring lots.

*Visual impact* refers to the aesthetic appearance of the proposed external structure or improvement and includes, by way of example, consideration of design quality, scale, location and architectural compatibility.

*Functional impact* refers, but is not limited to such concerns as view, sunlight, ventilation and drainage. Examples include but are not limited to external structures and/or improvements which would cause material loss of sunlight, view or ventilation to or from a neighboring dwelling; or an alteration in topography which would change or otherwise impact the natural or existing drainage patterns; or loss of functional use or similar adverse impact of any portion of an adjoining lot.

- C. Setbacks** - No building shall be located on any lot nearer than 40 feet to the front line or to the side street line (right of way). No building including an integral garage, breezeway and garage, carport, or enclosed porch shall be located nearer than 12 feet to an interior lot line.
- D. Exterior Lighting** - No exterior lighting shall be directed outside the property lines of a lot.
- E. Fences** - Fences or similar enclosures may be built or rebuilt on any lot in the rear or side yards only, and only with the prior written approval of the Board. Any fence or similar enclosure shall not extend forward of the front foundation wall, shall not exceed 48

inches in height, unless a greater height is required by law; and shall not impede the surface or underground drainage, structures, pipes or ditches or interfere with any utilities.

- F. Renewable Energy Devices** - Renewable energy devices shall be designed and installed to be compatible with and blend as closely as possible with the overall architecture and character of the dwelling and other structures on the lot. These devices are not permitted at ground level on the front of a lot and, also in the case of a corner lot, on the ground level of a side yard or a backyard adjoining a street.
- G. Exterior Mechanical Equipment** - All exterior mechanical and electrical equipment, HVAC equipment such as heat pumps, air conditioning equipment, whole-house generators and utility meters shall be located on the sides and/or rear of houses with the exception of utility meters on properties where the buried utility lines are located in the front of the house.
- H. Fuel Tanks and Storage Receptacles** - Fuel tanks or receptacles, such as propane tanks and fuel containers, must be stored within a screened or enclosed area and must be housed or screened from view from the street and neighboring lots and located on the sides and/or rear of houses.
- I. Antennas, Aerials, Satellite Dishes** - Except as permitted by applicable governmental regulations, no exterior aerials or antennas of any type, including, but not limited to, satellite dishes, may be erected on any lot without prior written approval of the Board.
- J. Easements** - In addition to County requirements, easements for installation and maintenance of utilities and drainage facilities continue to be reserved over the side five feet and the rear ten feet of each lot. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Where there is located on one or more lots, or portions of lots, a single residence under a single ownership, then the easements shall not be located along the side lines of each lot but, rather, along the side lines of the building site.

### **3. Residential Property Maintenance**

- A. Property Appearance** - It shall be the responsibility of each lot owner and resident to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on the lot. This includes, but is not limited to, removing all debris and unsightly material or household items from view from the street. No grass clippings, plant waste, shrub or tree clippings, building materials, metals, bulk materials scrap, refuse or trash, shall be kept, stored, or allowed to accumulate on any lot, except: 1) building material during the



course of construction or repair of any approved structure; 2) within enclosed structures or appropriately screened from public view at ground level from the street; 3) firewood located in the side and rear yards only, which shall be cut and neatly stored; and 4) materials being actively composted in the side and rear yards only and undergoing natural decomposition in wooded areas of a property.

- B. Temporary Structures** - No outbuildings or other structures used to house vehicles, equipment or materials on a permanent basis may be made of temporary materials such as tarps. Car and boat storage covers are allowable.
- C. Mechanical Repairs** - The disassembly and assembly of motorized vehicles, boats, and other mechanical devices or equipment to perform repair or maintenance work are permitted if the activities are either conducted entirely within an enclosed garage or, if conducted outside an enclosed garage, are begun and completed within two (2) weeks, unless otherwise approved by the Board.
- D. Leaf/Branch Collection and Removal** - A lot owner and resident is responsible for collecting nature-based debris such as dead leaves, gum balls, twigs, pine needles, grass clippings, etc., from the lot owner's property and from the adjoining curb areas, and for placing this debris into appropriate recycling or trash containers for pick-up. None of this nature-based debris is to be swept into the street, except during leaf collection season or at other times if the lot owner and resident has made arrangements for debris pick-up.
- E. Trash, Other Materials and Refuse/Recyclables Storage Containers** - Trash must be stored and disposed of in metal or plastic containers covered by a lid and maintained in a sanitary condition. Trash or recyclable materials may only be placed out for collection starting the day prior to any day that a pick-up is scheduled. At all other times, all trash and recyclable bins must be stored within a garage or at the side or rear of the lot, or within an enclosure approved by the Board.
- F. Special Household Refuse** - Household refuse, commercial materials or equipment refuse, including, but not limited to, discarded water heaters, furniture, home appliances, household items, gym equipment, swing sets, tools, ladders, jungle gyms, bicycles, etc., may be placed or stored on any lot, visible from the street or adjoining lots, including on driveways, sidewalks or walkways, for a period not to exceed one (1) week pending removal.
- G. Tree/Shrub Removal** - A tree having a diameter of more than six (6) inches as measured two (2) feet above the ground may not be removed from a lot without prior approval of the Board except in the case of emergency that warrants immediate removal. In an emergency, such as a tree posing a safety hazard if not removed immediately, the Board President must be notified by the lot owner of the emergency situation and justification for immediate removal of the tree.

**4. Motor Vehicles, Boats and Trailers**

**A. Parking of Motor Vehicles** - Motor vehicle(s) may not be kept or otherwise parked on a lawn, on a walkway, or in a landscape bed of any lot.

**B. Parking of Other Motor Vehicles, Boats or Trailers** - A motor home, camper, boat, boat trailer, horse trailer, travel trailer, mobile home, truck cab, detached camper top, recreational vehicle (RV), or any self-propelled or towable equipment, shall not be parked or stored on any street for more than three (3) consecutive weeks in any 30 day period unless otherwise approved by the Board. A visiting motor home, camper or travel trailer may not be kept on any street for more than two (2) consecutive weeks in any 30 day period unless otherwise approved by the Board.

## **5. Posting of Signs**

**A. Signs** - Signs may be displayed on a lot, but must be removed not more than one week after completion of the sign-related event.

**B. Anchorage Community Signs** - Signs erected by the Board shall be allowed such as the reader board at the entrance of the community and signs announcing upcoming community events.

## **6. Dogs**

Dogs shall be kept under control and supervision and not allowed to roam free off a lot at any time. The owner of any animal shall be responsible for the removal of any excreta deposited by his or her animal on public walks, recreation areas, or private property other than their own property.

## **7. Community Pool, Waterfront, Docks and Water Access**

The use of the Community's property and facilities including but not limited to the pool, pool area, parking lot, front entrance area, waterfront area, community docks and access to Lake Ogleton shall be at the risk of the user and the Community Association shall not be liable for damages or injury resulting from use of those facilities. Use of those properties and facilities shall be subject to such rules and regulations that the Community Executive Board promulgates.

## **8. Community Association Assessments**

The Community Association has the right to assess and collect from the owner of each lot in the Property, and the owner of each lot in the Property has the duty and obligation to pay to the Community Association, periodic annual and special assessments for the purpose of maintaining and managing the community property and improvement's belonging to the Community Association and to run the affairs of the community. The amount of each annual and special assessment and the due date for such assessment shall be determined by the Community Executive Board, subject to approval by the membership following at least 30 days prior notice. Such assessments shall be a lien on each lot from the date the assessments are due until paid in full, shall bear interest at the rate of 8% per annum from the date due until paid, and shall be



subject to a late charge not to exceed 10% of the amount of the unpaid assessment as the Community Association's By-Laws may prescribe. The amount of annual dues from each property owner, the timing of those annual payments, and any penalty for late payment are established through the processes described within the Anchorage Community Association's amended By-Laws.

#### **9. Enforcement and Dispute Resolution**

The Board is authorized and responsible to enforce this Amended and Restated Declaration. The Board may enforce this Amended and Restated Declaration by restricting the use of community facilities, and other reasonable means, all as may be provided in the Community Association's By-Laws. The failure of the Board to enforce a violation or breach of any of the covenants or conditions in this Amended and Restated Declaration shall not constitute a waiver of the Board's right to do so thereafter or a waiver of the covenant or condition.

If the Bylaws of the Community Association prescribes a dispute resolution process for addressing disputes before the initiation of litigation, neither the Community Association nor any person subject to these covenants may file suit in any court with respect to any claim unless and until that party has first submitted such claim to the dispute resolution process.

In the instance that the Community Association incurs any expense related to setting a matter of a violation of community covenants, it shall be at the cost and expense of the owner of the property related to the violation. The Community Association shall also be entitled to recover from a person who has violated or committed a breach of this Amended and Restated Declaration the attorney fees and reasonable costs and expenses incurred by the Community Association to enforce the violation or breach.

#### **10. Amendments to this Amended and Restated Declaration**

This Amended and Restated Declaration shall remain in force and effect until terminated or amended. This Amended and Restated Declaration shall be terminated or amended only by a writing subscribed to and recorded by the Community Association and by the owners of at least two-thirds of the lots in the Property, except that if the Community Association forfeits its corporate charter, dissolves or otherwise ceases to exist, the Community Association's approval shall not be required to terminate or amend this Amended and Restated Declaration.

#### **11. Applicability**

All provisions of this Amended and Restated Declaration, the Community Association's By-Laws, and all rules and regulations promulgated pursuant thereto which govern the conduct of owners and which provide for sanctions against owners shall apply to the owners of lots and also apply to and be enforceable against all occupants of lots, including tenants, guests, invitees and licensees. Every owner shall be responsible for ensuring that all occupants of the owner's lot comply with the Amended and Restated Declaration, Community Association By-Laws, and all rules and regulations of the Community Association.

**12. Binding Effect**

This Amended and Restated Declaration runs with and binds the land and inures to the benefit of the Community Association and all owners of lots in the Property, and their respective heirs, personal representatives, successors and assigns. The invalidity of any one or more of the provisions in this Amended and Restated Declaration shall not affect the validity of the others.

AS WITNESS the due execution of this Amended and Restated Declaration by the signatories on the following pages.



ATTEST

ANCHORAGE COMMUNITY ASSOCIATION, INC.

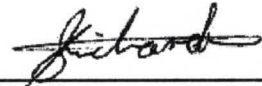


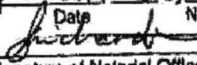
By: Kate Mills (SEAL)  
Kate Mills, President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of September, 2023, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kate Mills, President of the Anchorage Community Association, Inc., and being duly authorized to do so, acknowledged the foregoing Amended and Restated Anchorage Declaration of Covenants to be the act of the Anchorage Community Association, Inc.

AS WITNESS my hand and Notarial Seal.

  
Notary Public

District of Columbia  
Signed and sworn to (or affirmed) before me on  
September 19, 2023 by Kate Mills  
Date Name(s) of Individual(s) making statement  
  
Signature of Notarial Officer  
Notary Public  
Title of Office  
My commission expires: May 31, 2024

