

OAKLEIGH FOREST CIVIC ASSOCIATION, INC.
P.O. Box 632
Severna Park, MD 21146

These "Covenants" ("Restrictions to the Deed") are legally in force for all residents of Oakleigh Forest, whether or not they are members of the Oakleigh Forest Civic Association, Inc. (OFCA), a Maryland Corporation operating in Anne Arundel County, and are, therefore, part of the Deed of Property of each home owner. They are registered in the Anne Arundel County Court House records. Responsibility for the reasonable enforcement of these Covenants rests with the OFCA, Inc., and any lot owner has the right to seek their enforcement, as well. These "Covenants" may be amended by a majority vote of the lot owners of Oakleigh Forest.

These restrictions have been duly adopted by a vote of the majority of the owners of the lots in Oakleigh Forest as provided by the Declaration of Restrictions and the *By-Laws* of the Oakleigh Forest Civic Association, Inc. (OFCA) and are effective January 1, 2007. The Declaration of Restrictions originally recorded by Jesse L. Adams and Hertha S. Adams, his wife, in the Land Records of Anne Arundel County, Maryland, *liber* 1101, page 236, is amended to read:

Declaration of Restrictions

1. The land shown on said plats shall be used for residential purposes only, except as herein after mentioned, and no structure of any kind whatsoever shall be erected, altered, placed, or permitted to remain thereon except detached dwellings for not more than two families, not exceeding 2-1/2 stories in height, and one or two car private garages except as noted in item 10 below. In-ground house levels on sloping lots with "walk-out," ground-level doorways and garages are not considered "stories" in this context.

2. The term "building plot" as herein used, means all that land improved for residential purposes only by dwelling and, if desired, a one or two car garage.

3. The ground floor areas of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet in the case of a 1-story structure, or less than 500 square feet in the case of a 2, or 2-1/2 story structure.

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4. No residential structure shall be erected or placed on any of the building plots which has an area of less than 5,000 square feet.

5. Light, air, and free spaces.

(a) No portion of any building except porches, bay windows, and steps attached to a dwelling shall be erected or permitted nearer than 25 feet to any front lot line.

(b) No such portion of any such building shall be nearer than 10 feet to any side lot line, but in no event shall the mentioned 10 foot side line restriction apply to a private garage located on the rear one-quarter of any building plot.

(c) On corner building plots, as to those hereby conveyed for which no set back line of a plat is indicated, no such portion of any such building shall be nearer than 15 feet to the side street line, for such corner building plots; the front street line shall be construed to be the one with the shorter frontage at the street line.

6. No fence or wall shall be erected or maintained between the front street line and the rear of the dwelling, except as hereinafter provided. No chain-link fences will be permitted.

(a) Adjacent properties. Partition fences or walls, not to exceed four (4) feet in height, may be erected in the rear of the building along the side lot lines and rear property lines that are adjacent to Oakleigh Forest lots.

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(b) Properties not adjacent. Partition fences or walls, not to exceed six (6) feet in height, may be erected in the rear of the building along the side lot lines and rear property lines that are not adjacent to Oakleigh Forest lots.

(c) Definitions.

(1) A "partition fence" is defined as a barrier of wooden posts, rails, and pickets – or made to look like wood – used as a boundary or means of protection or confinement. A fence shall be erected so that the posts are placed on the inside, facing the main structure.

(2) A "wall" is defined as an upright structure of stone or brick serving to enclose, divide, protect, or confine.

(3) The "rear of the dwelling" shall be defined as the rear corners of the main structure extended to the side lot lines, or the building restriction line on a corner lot, then to and including the rear building restriction line or dividing lines.

(4) The "side lot lines" are defined as the dividing lines that extend from the front street line to the rear dividing line, except for corner building plots, where the side lot line is the building restriction line.

(d) All existing partition fences, walls, or privacy screens in existence on March 18, 1998, shall be deemed to conform with these covenants. However, substantial replacement of any said partition fence, wall, or privacy screen must hereinafter be in conformity with the current terms of these covenants. "Substantial replacement" shall be defined as replacement or repair at any one time or over a period of time of twenty percent (20%) or more of any said partition, fence, wall, or privacy screen.

(e) Privacy screens may be erected in the rear of the building contiguous to decks, porches, and/or patios. A "screen" is defined as a light covered frame or series of frames joined together serving as a partition to separate, cover, shelter, or protect, and through which air may pass. A screen may not exceed by one-third, the length and/or width of the deck, porch, patio, or pool which is being screened and may not exceed the height of the first story of the building. No portion of any such privacy screen shall be nearer than ten (10) feet to any side lot line, building restriction line, or rear property line.

(f) Private residences with pools and the Oakleigh Forest Pool may erect a six (6) foot fence at all permitted locations on their property.

7. No trailer, recreation vehicle, motor home, and/or "5th wheel," no basement, tent, shack, garage, barn, or other out-building placed, parked, erected, or maintained in or on any building plot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. No chickens, ducks, geese, or other type or kind of fowl, nor horses, ponies, cows, livestock, – or other animals prohibited by County or State law or regulation – of any kind whatsoever, may be kept, maintained, or bred on any lot or lots or in any dwelling or building erected thereon, nor shall any owner or occupant be permitted to breed domestic animals such as cats and dogs, etc., or keep more than three (3) such animals on the premises. No reptiles may be kept outside of any building.

9. No noxious or offensive trade or activity shall be carried on upon any building plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Because the land shown on the plats of Oakleigh Forest is for residential purposes only, no commercial endeavors of any kind shall be advertized and conducted outside the home, but interior offices for commercial activities are permitted.

(a) No motor vehicles shall be repaired or provided with paid maintenance services on any outside areas of any property for more than five (5) consecutive days in any one month.

(b) No goods offered for sale – except for “garage” and “yard” sales – may be placed on lawns and drives of any property for more than seven (7) consecutive days in any month. The only exceptions shall be signs advertising the sale of the property on which the sign is located and, in addition, one fully-operational, licensed passenger vehicle for up seven (7) days in any month.

(c) Property owners are responsible for reasonable, normal maintenance of all structures and grounds on their property. This includes, but is not limited to, such items as mowing grass, removal of trash, and structural maintenance (such as decks, fences, sheds, driveways, playground-type equipment, and building siding and paint), subject to the reasonable discretion of the Board of Directors.

10. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan[s] – in such reasonable clarity and detail as shall allow the OFCA to evaluate them accurately – showing the location of such building[s] or addition[s] have been approved in writing by the OFCA or its duly-appointed agent or representative, i.e., its Board of Directors, as to reasonable conformity and harmony of external design with existing structures in the subdivision and as to location of the building or addition with respect to topography and finished ground elevation. This applies to adult-sized swimming pools, both above-ground and in-ground.

If the OFCA, or its designated representative, its Board of Directors, fails either to approve or disapprove such design and/or location within 45 days after such plans and specifications have been submitted in writing to it or to its designated representative, no additional approval will be required, and the requirements of these covenants will be deemed to have been fully satisfied.

11. Neither the OFCA nor its designated representative, its Board of Directors, shall be entitled to any compensation for services performed pursuant to these covenants.

12. An easement is reserved to the OFCA over the rear five (5) feet of each lot and also where shown and designated on the above mentioned plats for utility installation and maintenance.

13. These covenants and restrictions and provisions shall run with and bind the land included in the tracts as shown on the herein above-mentioned plats and shall inure to parties hereto and all persons claiming under them until January 1, 2017, at which time these covenants shall be automatically extended without terminal limit for successive periods of ten years each, unless by a vote of the majority of the then owners of the lots (excluding mortgage lenders on said property or part thereof, and excluding owners of annual ground rents who have a reversionary interest thereon) it is agreed to change these covenants in whole or in part. Any failure by the OFCA to take any action to renew or change these covenants shall neither terminate them nor prejudice any future action by the OFCA to change, renew, or terminate them, in whole or in part.

14. If the parties hereto, or any of them, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the OFCA or any person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it or them from so doing or to recover damages of other dues for such violation. In the enforcement of these covenants the OFCA shall have the right to recover legal fees so incurred.

15. The OFCA is not empowered to enforce compliance with the laws and regulations of the United States, Maryland, or Anne Arundel County. The OFCA does have the right, however, to call to the attention of residents and appropriate government officials matters which, in its opinion, may violate these laws and regulations.

16. Severability.

(a) If, in a given instance, the OFCA, or its agent or representative, its Board of Directors, has not enforced any one of the restrictions, conditions, or covenants contained herein, this [in]action shall in no way affect or, even, invalidate these provisions nor prevent their enforcement in the future.

(b) Invalidation by Court order, judgment, or decree of any one of the restrictions, conditions, or covenants herein contained shall in no wise affect any of the other restrictions, conditions, or covenants which shall remain in full force and effect.

(amended and approved by signatures of a majority of residents, 11/13/06)

Edgar B. Schick
President Edgar B. Schick

Charles Trenkle
Vice President Charles Trenkle

Kelly Cornacchia
Secretary Kelly Cornacchia

Kevin Gregg
Treasurer Kevin Gregg

[Signature]
Notary Public

November 19, 2006
Date

My Commission Expires
4/21/2009