

Declaration of Covenants, Restrictions, and Affirmative Obligations^{[\[1\]](#)}

(Last Updated: 3/15/2025. [[view what changed](#)])

WHEREAS, by Deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 3023, Folio 667, certain real property therein is fully described as “Severn Woods” development.

WHEREAS, it is the intention of the members of Severn Woods Homeowners Association to impose certain covenants, restrictions and conditions with respect to the lots hereinafter described, said lots being a part of the tract of land described in the aforesaid Deed. The lots which are the subject matter of this document are described as follows:

Lots 1 through 115 inclusive, all as shown on the Plat entitled “Severn Woods”, which is recorded among the Land Records of Anne Arundel County in Plat Book 107, and Folio 5559.

NOW THEREFORE, THIS DECLARATION WITNESSETH: That the Severn Woods Homeowners Association, in consideration of the premises and for the benefit of the owners from time to time of the property hereby affected, does hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, reservations, easements, liens, charges, conditions, or other provisions contained herein which the owners thereof from time to time hereafter shall, by virtue of having accepted a deed thereto, be held to have covenanted on behalf of themselves, their heirs, successors and assigns to keep and observe; said covenants, restrictions, conditions, and other provisions shall be construed as covenants maintaining a “General Uniform Scheme of Development” to bind all of the lots indicated above or to be later developed and recorded.

TABLE OF CONTENTS

- [TABLE OF CONTENTS](#)
- [COVENANT](#)
- [ARTICLE I: Definitions](#)
- [ARTICLE II: Property Owner Association Membership](#)
- [ARTICLE III: Covenant for Maintenance Assessments](#)
- [ARTICLE IV: Permitted Uses](#)
- [ARTICLE V: Open Space Recreation Area and Passive Recreation Area](#)
- [ARTICLE VI: Grades and Slopes](#)
- [ARTICLE VII: Wetlands](#)
- [ARTICLE VIII: Use Restrictions and Easements](#)

- [ARTICLE IX: Architectural Control Committee](#)
- [ARTICLE X: General Provisions](#)
- [ARTICLE XI: Board Ethics](#)
- [INDEX](#)
- [REFERENCE](#)

COVENANTS

ARTICLE I: Definitions

Section 1. "Association" and "Declarant" shall mean and refer to the Severn Woods Homeowners Association, Inc.

Section 2. "Owner" and "Member" shall mean and refer to the record owner, whether one of more persons or entities of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Associate Member" shall consist any member of the immediate families of Owners provided that said Owner resides in the subdivision. Associate Member also shall include any tenant occupying the premises under a lease in the case where the member is not a resident of Severn Woods.

Section 4. "Properties" shall mean and refer to all real property hereinafter described and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean and refer to all real property owned by the Association, including recreation and open space land, as shown on the plat of Severn Woods, for the common use and enjoyment of the Owners.

Section 6. "Buffer" shall mean an area of no less than 25 feet adjacent to the non-tidal wetlands as shown on the final plans, record plat and final development plan which is to be left undistributed.

Section 7. "Board" shall mean and refer to the executive committee that jointly supervises and manages the organization.

Section 8. "Director" shall mean and refer to a member of the Board.

Section 9: "Acting-Director" shall mean and refer to a Director that's been appointed by the Board to serve as a role or Board seat on a temporary basis in the face of one opening up until an elected appointment by the Owners can occur.

Section 10. "in good standing" shall mean and refer to not being more than 90 days in arrears in the payment of any assessment or fine due to the Association.

ARTICLE II: Property Owner Association Membership

Each lot Owner, by acceptance of a Deed, shall become a Member or Associate Member of the Association, be bound by the provision of its Bylaws and shall be responsible for the payment of its dues and assessments as outlined in the Bylaws and in Article III of this Declaration.

ARTICLE III: Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association for each lot owned within the Properties, hereby covenants and each Owner of any lot by acceptance of a Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or changes and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas. Including the recreation and open space areas as shown on plats of Severn Woods and of any structures situate upon the Properties. The assessments shall not be used to contest zoning issues nor to hire legal counsel to contest zoning issues.

Section 3. Maximum Annual Assessment. The annual assessment shall be Seventy Five Dollars (\$75.00) per lot^[2].

- The annual assessment will be determined by a budget prepared by the Association and assessed to each lot.
- The maximum annual assessment may be increased by not more than five percent (5%) a year. The annual assessment may only be increased by more than five percent by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstructions, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent to two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 above shall be sent to all members not less than 30 days nor more than 60 days in advance of the

meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership in good standing shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Base of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of January of the year following the conveyance of the Common Area or of the first lot settlement. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. However, in no event shall the Association be responsible to pay any assessments.

Section 8. Effect of Nonpayment of Assessments, Remedies of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose this lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

- **Applying Interest.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum.
- **County/Attorney fees.** Association may also have the right to include county filing/processing fees and/or attorney fees to lien amounts if at least one of the following is met^[5].
 - i. amount owed (before county or attorney fee) exceeds \$200.00.
 - ii. property/owner has been past due for 2 or more years.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. The obligation with respect to assessments contained in this Article III shall not apply to the Association.

ARTICLE IV: Permitted Uses

Section 1. All lots and parcels of land shown on the recorded plot of the subject lots shall be used for the following purpose only: single family residential dwellings, parks, playgrounds, recreational areas, community and/or private clubs, schools and churches. This restriction shall not apply to lots or parcels specially excepted there from by notation to that effect on any of the recorded plots for some other purpose of purposes.

Section 2. Subleases of any kind are strictly prohibited. Owners may let their properties in whole or in part through a single primary lease. The total number of adults not related by blood, marriage, or adoption holding a primary lease may not exceed the number of bedrooms included in the original home construction. All adult lessees must be individually named on the primary lease and a copy of that lease must be provided to the HOA within 10 days of initial signing or effective date of move-in. Lessees and Owners are both jointly and separately responsible for compliance with all local laws and HOA covenants.

ARTICLE V: Open Space Recreation Area and Passive Recreation Area

Section 1. These areas, if any, shall consist of that portion on the plots of Severn Woods indicated on said plots as either “Open Space”, “Recreation Area”, or “Passive Recreation Area” that is deeded to the Association, maintained by the Association and for use only as indicated on the plats.

ARTICLE VI: Grades and Slopes

Section 1. There is expressly reserved unto the Association, the sale and exclusive right to establish grades and slopes (including surface and subsurface drainage) on all lots and to fix the grade at which any dwelling or other structure shall hereafter be erected or place thereon so that the same shall conform to a general plan subject only to compliance with the regulations of public authorities having control thereof, if any.

ARTICLE VII: Wetlands

Section 1. All Wetlands and Buffers associated with the Passive Recreation Areas, Wetlands and Stormwater Management Ponds shall not be disturbed except for necessary maintenance or care of the Wetlands areas. There shall be no clearing, grading or filling of these areas.

ARTICLE VIII: Use Restrictions and Easements

Section 1. Open Space and Recreation Areas. The Open Space and Recreation Areas, if any, shall be open only to the use of Members and Associate Members. The Passive Recreation Areas are to be left undisturbed. There shall be no clearing, grading or filling of these areas.

Section 2. Signs. No commercial sign of any kind shall be displayed to public view on any dwelling lot, except that signs not exceeding one (1) square foot in size may be displayed by physicians or members or other learned professions upon the express written consent of the Association. Personal signs for the purpose of identifying the Owner or occupant by name and street address may be permitted, but such signs are to be approved by the Association.

Section 3. Erosion Control and Storage of Building Materials. At no time shall any lot or parcel be stripped of its topsoil, trees, or allowed to waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or any other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed.

Section 4. Antennas, Aerials, Towers. No aerials, poles, towers, antennas or similar structures shall be erected on a dwelling lot, except by express written consent of the Association. This shall include, but not be limited to television and radio apparatus. Television antennas may be erected but shall be limited to no more than five (5) feet in height above the rooftop of the dwellings and must be attached to the said rooftop.

Section 5. Prohibition of Noxious Activities and Limitations on Keeping Animals. No noxious or offensive activity shall be carried on upon any residential lot or shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be kept or maintained devices, things, or animals, specifically including but not limited to fowl, pigeons, cows, swine, goats, poultry, or other livestock. However, this restriction shall not prevent the keeping of not more than two (2) of each of the following: dogs, cats, or birds as household pets provided that same are not bred for commercial purposes, nor shall there be allowed any other thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, odoriferous, noisy, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. Dogs or other pets shall not be permitted loose in the neighborhood.

Section 6. Easements. All lots or parcels of ground shall be subject to all easements and agreements of record, and Association further reserves an additional easement ten (10) feet wide along the boundary lines of all such lots or parcels for storm drainage, utility installation and maintenance.

Section 7. Hunting and Trapping. Hunting and trapping are explicitly forbidden within the Properties.

Section 8. Temporary Structures. No temporary structures such as sheds, trailers and tents shall be erected without the express written approval of the Association, and can be used, if permitted, only during periods of construction and in no event can be used as a residence, either temporary or permanent. An exception to the construction of storage shed will be permitted under the following restrictions: sheds must not exceed six (6) feet in height and eight (8) feet in depth; they must be of similar color and material to the house; they must be placed to the rear of dwelling (as close to the house as possible); and a plan must be submitted to the Association prior to installation for approval on placement.

Section 9. Completion of Construction. The exterior of all dwellings and other structures must be completed within one (1) year after the construction of the same as commenced, except where such time for completion would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

Section 10. Fuel Tanks and Storage Receptacles. No fuel tanks or any similarly storage receptacles may be exposed to view or installed except within the main dwelling house, within an accessory building, within a solidly screened or enclosed area, or buried underground.

Section 11. Removal of Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association, unless located within twenty (20) feet of the main dwelling or accessory building.

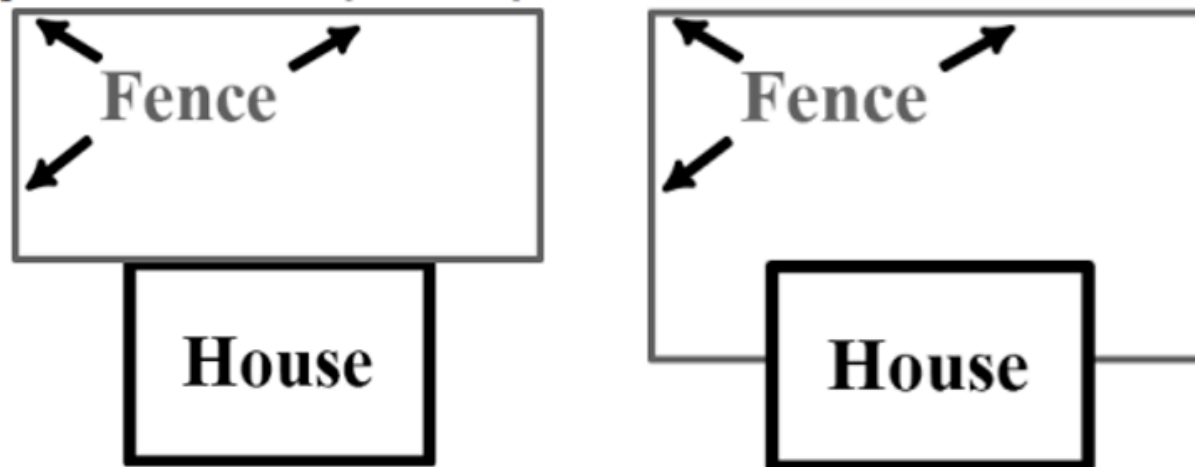
Section 12. Vehicles.

- **Permitted Uses.** All RVs, trailers, boats, and all classes of vehicles not parked in one's garage, completely hidden/enclosed, or fashioned with a fitted cover on one's driveway are permitted so long as they meet the following conditions:^[5]
 - i. No person/animal may live/sleep in it while within the community.
 - ii. If on one's property, it must be fully parked on one's driveway or pad (i.e. not fully/partially on one's grass).
 - iii. Must be following all state/county laws (i.e. not parked blocking or encroaching a sidewalk).
 - iv. Cannot be inoperable, falling apart, leaking, missing license plate, tags, rusting, or otherwise appear to be in a state of abandonment or disrepair.
- **Construction, Restoration, & Repair.** No automobile or vehicle or any kind and no boat or trailer of any kind shall be constructed, restored or repaired upon any private lot in such a manner that said construction, restoration, or repair is visible from the road or neighboring properties.

Section 13. Fences and Walls. No fence or wall shall be erected, placed or altered on any residential lot, except in accordance with the following specifications:

- **Material.** All fences or walls shall be made of wood or vinyl^[3] only.
- **Height.** No fence or wall shall be more than seventy-two inches (72") high^[4].
- **Footprint.** The path of the fence shall be permitted to extend only from a location at or between the rear corners and the midway point of each respective dwelling house at right angles to the said lot lines and shall continue such that fence follows the lot line to the rear corners of the lot and then across the rear lot line of the

given property. Example of what's permitted:^[5]



- **Front Fences/Walls.** Fences alongside of or in front of dwellings are not to be permitted, except that decorative walls and gates, screening fences, refuse storage receptacles, and retaining walls may be permitted upon express written consent of the Declarant, its successors or assigns.
- **Color if Painted.** Any fence that is painted may be painted to match the color of the house.
- **Fence on Severn Rd.** All of the fencing along Severn Road within the community as of a 2024 Owner decision, shall henceforth be owned by the Association and all previous owners fences along such replaced or compensated for the transfer. Unless and until such a time comes the Association relinquishes this ownership or disbands, the following breakdowns of responsibility and rules shall bind Association and the Owners whose lots the fence borders^[5]:
 - i. **Responsibility.** Association and Owner shall both be responsible for cleaning their side of the fence every so often to retain the fence's life expectancy. In the event damage is done to it by a cause other than by an accident, natural disaster, or other event the Association's insurance deems within coverage, the Owner shall be responsible for replacing it to match; else, this responsibility shall fall on the Association. In support of such, Association must retain a minimum liability coverage to cover the entirety of what it would cost to replace the entire fence.
 - ii. **Additional Rules.** Under no circumstance shall the fence be taken down without being replaced, have anything drilled/mounted to it, or be modified to include being painted by the Owner or its Associate Member(s). Any such violation will be at the Owner's expense to fix or, if necessary, replace that section of fence to match.

Section 14. Accessory Structures. No structure of any temporary character and not tent, trailer, mobile home, shack or other outbuilding, except as provided herein, shall be placed or permitted to remain on any private lot or Common Area at any time, except that temporary construction shelters may be erected and maintained during and used exclusively for construction of any approved work or

improvement, and such temporary shelters shall not in any event be used for living quarters and shall be removed from the premises promptly upon completion of the approved work or improvement.

ARTICLE IX: Architectural Control Committee

Section 1. Review of Committee. Except as provided for in Article VII hereof, no building, fence, wall or other structure shall be commenced; erected or maintained within the subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Association. In the event said Association falls to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval hereunder shall in no way be construed as passing judgment or making a determination with respect to the correctness of the location, structural design, suitability of water flow or drainage, location of utilities or other qualities of the item being reviewed. The application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost. Association shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed \$100.00. Nothing herein contained shall apply to any building, fences, walls or other structures commenced, erected, maintained or to be erected upon land within the subdivision as long as title to such land is held by the Association. Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

Section 2. Special Exceptions. In the most rare of cases, the Architectural Committee shall reserve the right to grant exceptions to owners to build or modify buildings, fences, etc. to what might otherwise not be allowed elsewhere in these covenants (i.e. 7ft tall fence if on a slope, a fence starting past the midpoint of the house due to house being offset from neighbors and wanting fences to connect, etc.). Such exceptions shall only be permitted so long as all of the following is met^[5]:

1. Owner has submitted requested plans to the Architectural Committee like normal
2. Owner calls out justification or reasoning to have an exemption from the rules.
3. Owner still files and acquires permit(s) with the county (if applicable).
4. Plans, void of any personal information, shall be posted in some form physically or electronically with and all other Owners being notified and given 90 days to submit complaints that shall block the project and may be only overwritten by majority consensus of Owners present at following homeowner meeting.
5. Lastly, both Owner and Association must retain records of this granted exception.

ARTICLE X: General Provisions

Section 1. Enforcement. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges

now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

- **Legal.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.
- **Updates:** This Declaration and the Articles of Incorporation may only be amended where a quorum of Owners in good standing is met and the majority of votes are signed in favor. Any such amendment must then also be recorded.

Section 4. Annexation.

- **With Consent.** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of the members in good standing.
- **Without Consent.** Additional land may be annexed by the Association without the consent of the Members.

Section 5. Prosecution of Covenant Violations. If the parties hereto or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association, or any other person or persons owning residential lots with like covenants, to prosecute any proceeding at law or in equity against the person or persons violating or attempt to violate any such covenants to either prevent him or them from doing and/or to recover damages for such violation.

Section 6. Failure to Enforce Covenants Not a Waiver. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 7. Association's Right to Change or Modify Covenants. The Association, hereby reserves the right in its absolute discretion to annul, waive, change or modify any of the restrictions, conditions, or covenants contained herein with respect to restrictions, conditions or covenants subsequently recorded as applicable to other lots in the Severn Woods subdivision. However, any modifications or changes to covenants regarding Wetlands, not only physical changes but those reflected in covenants, or Passive Recreation Areas, if any, must be approved by the Office of Planning and Zoning of Anne Arundel County, Maryland.

Section 8. Assignments by Community Association. Any or all of the right and powers, titles, easements and estates reserved or given to the Severn Woods Homeowners Association in this declaration may be assigned to any one or more corporations or assigns that will agree to assume said right, powers, duties, and obligations and carry out and perform same. Any such assignment or transfer shall be made by appropriate recorded instrument in writing in which the assignee or transferee shall

join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association.

Section 9. Homeowner Meetings. Homeowner Meetings must be held at minimum once a calendar year organized by the Board and 30 days minimum notice must be given to all Owners in writing ahead of said meetings. Previous homeowner meeting minutes should be voted on by the Owners to be denoted as the official record, but a minimum quorum to vote on such shall not be required^[5].

ARTICLE XI: Board Ethics^[5]

Section 1. Defining Ethics & Consequences. Failure to adhere to any of the following shall be undeniable grounds to remove said Director or otherwise a disqualifier from individuals becoming a Director (acting or otherwise).

- **Nepotism/Conflicts.** No two Directors shall be currently from the same household or the same family.
- **Conflicts of Interest.** No Director shall allow the Board to hire their own companies, companies of their family, or use one of their business's products or services while being a Director without making it known and recusing themselves from voting on said vendor.
- **Not Performing Duties.** Failure to submit tax returns or attempt to have an official homeowner meeting at least once a calendar year as indicated by sending notices for such or failing to show up and/or run said meeting.
- **Favorability.** Unequally applying or reinforcing the covenants between members of the Association.
- **Misappropriation.** Stealing money or reimbursing without majority Board approval.
- **Anonymity.** Selling, sharing, or any personal or malintent use of the names, contact information, or other identifiable information of people within the Association to anybody other than law enforcement, the county, or fellow Directors for official business. If the identity of a Owner can be protected, it should simply be stated as “a homeowner” or “a member of the association”.
- **Other.** Any other abuse or breaking of what may be considered ethical behavior that’s been discovered by a fellow Director or raised by an Owner.

Section 2. Voting and Re-elections. If a Director is ever removed due to violating ethics (doesn't step down willingly at or before board meeting), they shall retain the right to vote as long as they are up to date with their dues. However, they, their current or future spouse, and anybody else residing in their same residence while they remain an Owner will be unable to run again or otherwise be elected to a Director or Acting-Director position in the Association.

Section 3. Abuse. If there is ever an abuse or breach of the aforementioned sections in this article and no Director calls for a standard or executive session to occur within 90 days of becoming aware to examine the facts themselves and vote for the keeping or removal of said Director, it shall fall on the Owners. Under Maryland Law in these circumstances it, Owners may write to the state Office of the Attorney General referencing Md. Real Property Code Ann. § 11B-115 to interfere until the Director or

entire Board can be replaced. In such a case and if the state finds it so and any Director is removed, Section 2 shall also apply to any Directors not doing their due diligence to uphold this article.

INDEX

Aerials

Antennas

Television antennas

Assessments

Maximum Annual Assessment

Nonpayment of Assessments

Special Assessments

Association

Buffer

Non-Tidal Wetlands

Common Area

Declarant

Dues

Exempt Property

Fences

Grades and slopes

Members

Associate Members

Offensive Activity

Open Space

Owner

Poles

Properties

Quorum	
Recreation Area	
Passive Recreation Area	
Signs	
Storage	
Building Materials	
Stormwater Management Ponds	
Structures	
Sheds	
Towers	
Trees	
Removal of Trees	
Vehicles	
Boats	
Campers	
Commercial Vehicles	
Recreational Vehicles	
Wetlands	

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- [\[1\]](#) The original Declaration of Covenants, Restrictions and Affirmative Obligations is filed with the land records of Anne Arundel County, Maryland. This printing has been modified to eliminate references to the original developer – Marie S. Boyer and Severn Road Limited Partnership.
 - [\[2\]](#) In January 1986, the annual assessment was set originally to \$25 a year per lot.
 - [\[3\]](#) Vinyl fences were approved by a vote of the general membership on May 21, 2022.
 - [\[4\]](#) Fence height was changed from original specification of 60” to 72” by a vote of the general membership in May, 1989.
 - [\[5\]](#) Board Ethics, applying fees to liens, ability for Architectural Committee to grant special exemptions, rules on Homeowner Meetings, complete restructuring of vehicle rules, and additional rules on fences were added on March 15, 2025 as a result of the [August 2024 vote](#).