

Covenants – Ulmstead Estates

Ulmstead Estates was developed in seven parts: Ulmstead Estates Sections I, II, III, IV, and Five, Ulmstead Point, and Ulmstead Point II. The covenants, restrictions, and conditions that apply to each lot in Ulmstead Estates vary by section. This document lists those restrictions that generally apply to each section. The information is provided as a convenience only. Homeowners may wish to consult a real estate attorney or title company for specifics that apply to a particular address. Please be aware that the covenants run with the land and apply to all owners of lots in Ulmstead Estates regardless of whether they are members of Ulmstead Club, Inc. (UCI).

In all sections, the rights and responsibilities of the “grantor” or “developer” have been conveyed, assigned, or transferred to UCI. The covenants are enforceable by UCI and by any other owner of any lot situate in the same section of Ulmstead Estates.

Ulmstead Estates Section I (Carlisle Drive, Placid Court between Bayberry and Carlisle, east side of Bayberry Road, and north side of Shore Acres Road east of Bayberry)

Ulmstead Estates Section II (Garywood Lane, Ulmstead Circle, Breton Place, Placid Court between Bayberry and 987 Placid, west side of Bayberry Road, and north side of Shore Acres Road west of Bayberry)

Ulmstead Estates Section III (Nova Circle, Bay Green Drive, and south side of Shore Acres Road)

Ulmstead Estates Section IV (Placid Court between 984 Placid and the dock, Magothy View Drive, Nelson Place, Cove Terrace, Basin Way, and south side of Lynch Drive between Magothy View and the tennis courts)

- a) All numbered lots on the plats of "Ulmstead Estates" recorded among the Land Records of Anne Arundel County shall be used for single-family residential purposes and are designated "residential lots." All other parcels or areas of land shown on said plat are reserved for other purposes.
- b) No animals or fowl, including, but not limited to, cattle, swine, horses, chickens, ducks, shall be kept or bred on any of said property. This covenant is not meant to restrict the ownership of domestic dogs or cats as household pets which are not kept for breeding purposes or sale and are confined on the owner's property. Dogs and cats when off the owner's property shall be on a leash.
- c) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
- d) 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, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales.

- e) Television antennas and radio aerials installed on residential lots shall be limited to a height of ten (10) feet above the topmost roofline of the dwelling thereon.
- f) At no time shall there be erected or maintained a structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other out-building to be used on any lot at any time as a residence either temporarily or permanently.
- g) Building set-back lines on residential lots are as shown on Plat of "Ulmstead Estates" designated heretofore herein.
- h) Easements for installation and maintenance, five (5) feet in width, of utilities are hereby reserved to the grantor, along the rear and side lot lines of all residential lots.
- i) [Sections II and IV only] The Grantor herein reserves the right of way 15 feet along the rear of all of the lots described herein.
- j) Architectural and construction plans and specifications for any structure to be placed on any residential lot shall be submitted to the grantor, its successors or assigns for approval prior to commencement of construction or other work on said lot. Failure of the grantor to approve or disapprove of said plans by written notification within 30 days shall constitute an approval of said plans.

Ulmstead Estates Section Five (Quail Run Court, White Swan Drive, Mallard Circle, Mallard Court, Blue Heron Court, Canvasback Court, and north side of Lynch Drive between Bayberry and the tennis courts)

- a) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No intoxicating liquors or malt beverages shall ever be manufactured or sold on said premises.
- b) The Purchaser will not cause or permit on the premises any commercial breeding of any type of domestic or wild animal, but this covenant shall not prevent the occupant of the premises from keeping domestic pets. No chickens or other fowl, horses, cows, goats, swine, sheep or other livestock may be kept on the premises.
- c) 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, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales.
- d) Television antennas and radio aerials installed on residential lots shall be limited to a height of ten (10) feet above the topmost roofline of the dwelling thereon.
- e) The land shall be used for private residence purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, each dwelling being

designed for occupation by a single family, and private garages and other necessary buildings, as hereinafter defined, for the use of the respective owners or occupants of the plots upon which such garages and other accessory buildings are erected.

- f) No trailer, tent, or shack shall be erected on the premises and no garage or other outbuilding erected on the premises 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.
- g) There shall not be erected, permitted, maintained or operated any privy, cesspool, vault or any form of privy except such sewerage system as may be approved by the Developer, and no sewerage shall be permitted to be drained into any pond, lake or stream.
- h) On all lots improved by a single family residence, no other building or structure of any kind whatsoever shall be erected, placed or altered by the purchaser, savings and excepting a one or two car detached or attached garage; the erection, placement or alteration of small accessory buildings such as summer houses, storage sheds, fences and other forms of enclosures may be permitted only after submissions to and approval by the Developer, or its successors and assigns, of the plans, specifications and plat location plans for the same.
- i) No building or other structure may be occupied as a residence other than a house designed for residential use, containing toilet, plumbing and heating facilities, and no such house may be occupied as a residence until the construction thereof shall have been completed, including final outside surface and finish, roof and drains, and final interior trim.
- j) Single story bay, bow and oriel windows (exclusive of foundation or other supports) may encroach on such restricted areas by projecting thereon no more than three (3) feet.
- k) No building or structure as provided herein, shall be erected or permitted nearer than five (5) feet from the rear line of any plot.
- l) The Developer shall in all cases have the right to say and determine which are the front, side and rear lines of any plot, and also the amount of set-back from said lines necessary to conform to the requirements hereof, and the Developer's judgment and determination thereon shall be final and binding.
- m) Free or open spaces shall be left on both sides of every single family detached residence erected, which free spaces shall extend the full depth of the plot. The minimum width of such free spaces to be left on either side of any detached dwelling to the property line of any lot shall be fifteen (15) feet.
- n) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side and rear five (5) feet of each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, usage and maintenance of utilities, of 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 in the easements. 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.

- o) All buildings to be erected on such lots shall be kept within the applicable setback lines as shown on the Plats of Ulmstead Estates Section Five, filed among the Plat Records of Anne Arundel County, aforesaid, subject however, to the right and privilege hereby reserved to said Ulmstead Limited Partnership, or its successors, to establish, re-establish, change, modify, or alter said setback lines for any of the lots so shown on said Plat whenever in its or their sole discretion such changes, modifications or alterations become necessary for the proper development of the land so shown on the aforesaid Plats.
- p) No building (or any addition or accessory thereto), fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, floor plans, location and approximate cost of such structure shall have been submitted to and approved in writing by the Developer. The Developer shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion, and in so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.
- q) Architectural and construction plans and specifications for any structure to be placed on any residential lot shall be submitted to the Developer, its successors or assigns for approval prior to commencement of construction or other work on said lot. Failure of the Developer to approve or disapprove of said plans by written notification within 30 days shall constitute an approval of said plans.
- r) No fences of any kind shall be erected unless approved in writing by the Ulmstead Limited Partnership.
- s) No toilets or bath houses shall be erected on said property excepting such as shall be built in or attached to either the main dwelling or a garage, and any such shall be constructed in accordance with the regulations of and with the approval of the State Board of Health; and in no event is any waste or drainage to empty into the tidewaters of the Magothy River and its tributaries.

Ulmstead Point (Owl Court and south side of Lynch Drive between Bayberry and Magothy View) and Ulmstead Point II (Lynch Drive past the tennis courts)

- a) All lots shown on the Plats of Ulmstead Point shall be for residential use only and not for purposes of any trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with a private garage and other structures appurtenant to the main residence or to be used in connection therewith.
- b) No residence, dwelling, garage or other structure appurtenant to the residence shall be erected or built on said lot, nor shall any addition to or change or alteration therein be made, until the plans and specifications for such structure or alterations and location thereof are submitted to and

approved by the Developers and their duly appointed architect, or their successors in ownership or development of the entire tract or their duly authorized agents. An architect fee, not to exceed Two Hundred Fifty (\$250.00) Dollars, shall be payable upon presentation of plans and specifications for approval. Written permission must be obtained from the Developers to construct or maintain fences, walls, hedges, buildings, piers, bathhouses, bulkheads, boathouses, outbuildings, or to remove trees.

- c) No building, dwelling, structure or part thereof shall be erected or maintained on any part of the said lot between the front boundary line of said lot and the setback line shown on the aforementioned Plat. Nor shall any building, dwelling, structure or part thereof be erected or maintained beyond the setback line protecting the water front of said lot.
- d) All dwellings shall face on the street, road or avenue on which lots lie except as to waterfront lots, upon which lots dwellings shall face on the water.
- e) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the neighbors.
- f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the land shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted. No garage or other outbuilding shall be erected on the land in advance of the residence or dwelling.
- g) No signs of any type shall be erected on the roads or entrances to the development other than those placed by the Developers.
- h) No animals, other than cats, dogs or other household pets, shall be kept or housed on any lot, provided that no animals be housed on any lot in numbers that in the opinion of the Developers may be considered obnoxious to the health, peace and quiet of any purchaser or the Developers.
- i) Easements and rights of way are hereby expressly reserved in and over the strips of ground ten feet in width along the rear line, front, and side lines of the lots for the purpose of erecting, constructing and maintaining wires and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephones and other public utilities or functions, and the Developers, their heirs and assigns, or nominees shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights are reserved as above set forth.