



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEVERN PINES

THIS DECLARATION is made this 19th day of April, 2001, by
MANDRIN CONSTRUCTION COMPANY, INC., a Maryland Corporation,
hereinafter referred to as "Declarant".

30 yrs.

WITNESSETH:

WHEREAS, Declarant is the owner of all that property in
Anne Arundel County, State of Maryland, which is more
particularly shown on a series of plats entitled "SEVERN PINES",
which plats are recorded among the Land Records of Anne Arundel
County, Maryland, in Plat Book 222 at pages 05 through 12, as
Plat Nos. 11631 and 11638 (the "Property"); and,

WHEREAS, Declarant intends hereafter to convey the Open
Space and the Recreation Areas (both Passive & Active), shown on
the aforesaid Plats to a Maryland non-stock, not-for-profit
corporation known as SEVERN PINES HOMEOWNERS' ASSOCIATION, INC.
(the "Association"); and,

WHEREAS, Declarant intends to subject the Property to the
easements, restrictions, covenants, conditions, reservations,
liens and charges as hereinafter set forth and executes this
instrument for that purpose; and,

WHEREAS, Declarant deems it desirable and appropriate for
the efficient preservation of the values and amenities of the
Property to create the Association for the purposes of
maintaining the Common Areas and any improvements thereon, and
for administering and enforcing the covenants, conditions and
restrictions and for collecting and disbursing the assessments
and charges hereinafter set forth and created.

NOW THEREFORE, Declarant hereby declares that the
aforesaid Property shall be held, sold and conveyed subject to
the following easements, restrictions, covenants, and conditions,
which are for the purpose of protecting the value and
desirability of, and which shall run with, the Property and be
binding on all parties having any right, title or interest in the
described Property or any part thereof, their heirs, successors
and assigns, and shall inure to the benefit of each owner
thereof.

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RECORDED FOR ANNE ARUNDEL COUNTY

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ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to SEVERN PINES HOMEOWNERS' ASSOCIATION, INC., a Maryland non-stock, not-for-profit corporation, its successors and assigns.

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

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association .

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners . The Common Area intended to be conveyed to the Association by the Declarant is described as follows:

BEING known as Open Space, the Passive Recreation Area and the Active Recreation Area, all as shown on a series of two plats entitled "SEVERN PINES" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 222, pages 05 through 12 and numbered 11631 through 11638.

Section 5. "Recreational Facilities" shall mean such part or parts of the Common Area, and such improvements and personal property, owned by the Association, constructed, erected, placed upon or utilized in connection with such parts of the Common Area, as are by the Association set apart, designated provided and intended for the recreational use of the Owners.

Section 6. "Lot" shall mean and refer to any plot of land so shown and designated by number upon any recorded subdivision map of the Property with the exception of the Common Area and the roads, streets, avenues, easements and public rights of way.

Section 7. "Declarant" shall mean and refer to MANDRIN CONSTRUCTION COMPANY, INC., its successors and assigns if such successors or assigns shall acquire more than one undeveloped Lot from the Declarant for the purposes of development.

Section 8. "Builder" shall mean any person or entity other than the Declarant, which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, encumbrance or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the total number of eligible Class A voters has been recorded.

(d) the right of the Association to establish and publish rules and regulations governing the use and enjoyment of the Common Area.

(e) the Conservation Easement area as depicted on the aforementioned plats of the Property and as recorded in Liber 9471 folio 172 which shall take precedence over any Association decision or amended covenants and in which no clearing, structures or fences shall be permitted.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Declarant's Right to Make Improvements. So long as there exists any Class B Memberships (as hereinafter defined)

the Declarant and its successors and assigns shall have the unrestricted right, but not the obligation, to construct such Recreational Facilities and other improvements upon the Common Area or any part thereof as it, in its sole discretion, may deem appropriate, the said Recreational Facilities thereupon to become the property of the Association.

Section 4. Rights and Obligations of the Association. In addition to all other rights and obligations possessed by the Association, and not in limitation thereof, it shall have the obligation to manage, operate and maintain, or to provide for the management, operation and maintenance of, the Common Area and the Recreational Facilities and other improvements thereupon and the right, subject to applicable laws, ordinances and regulations, to permit others than Owners of Lots within the Property to purchase memberships in any Recreational Facilities upon the Common Area provided: (1) that the Board of Directors of the Association shall have determined, in its sole discretion, that permitting such others to purchase such memberships will benefit the Association, financially or otherwise; and (ii) the operation of such Recreational Facilities shall be conducted on a non-profit basis.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. During the Development Period the Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2003.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance hereafter of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, 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's 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's 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3. Minimum/Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the minimum annual assessment shall be One-Hundred Fifty Dollars (\$150.00) per Lot and the maximum annual assessment shall be Two-Hundred Dollars (\$250.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of

two-thirds (2/3) of the total number of eligible votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) 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, reconstruction, ~~COVENANT FOR MAINTENANCE ASSESSMENTS~~ upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 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 Section 3 or 4 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 all the votes of each class of membership 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 60 days following the preceding meeting.

Section 6. Uniform Rate 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: Due Dates. The annual assessments provided for herein shall commence as each Lot upon the earlier of (i) the date such Lot is conveyed to any person or entity other than the Declarant or a Builder or (ii) the date a use and occupancy permit is issued by the proper authorities of the County to the Declarant or Builder. Annual Assessments shall be due and payable on a monthly basis on the first (1st) calendar day of the month in each monthly period, and shall be a lien for any month after the fifteenth (15th) day of that month. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. 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. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against a delinquent Owner's property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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. No Mortgagee shall be required to collect any assessment. A failure to pay any assessment shall not constitute a default under any mortgage insured by Federal Housing Administration or the Veterans Administration.

ARTICLE V USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes.

Section 2. No fence or wall shall be erected upon the front yard of any lot. No hedge or shrub over three (3) feet high shall be allowed to be erected, planted or constructed upon the front or side yard of any Lot which is located at the intersection of two streets; the purpose of such covenant being to avoid obstruction of view at such intersections. The front yard is defined as that area forward of the front most plain of the structure, notwithstanding the garage.

Section 3. No exterior clothesline or hanging device (except an umbrella-type structure with a diameter not exceeding seven (7) feet for use in rear of dwellings only) shall be allowed upon any Lot. Such hanging devices as are permissible shall not be displayed except on weekdays between the hours of 8 a.m. and 6 p.m.

Section 4. No vehicles (including trailers and campers), except as may be classified as passenger cars, station wagons, sport utility vehicles or pickup trucks, shall be regularly parked in residential areas.

Section 5. No boats on cradles or trailers may be parked in the streets, driveways, yards or common parking areas for more than twenty-four (24) hours provided, however, that the Association may designate a specific place which shall be adequately screened from nearby residences for such parking.

Section 6. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Signs and Use of Property for Sales/Construction. The Declarant or Builder shall have the right to use the Lots, and the structures thereon, it may own or lease from time to time as sales, rental and management offices and model units and for such other uses as the Declarant or any Builder may deem appropriate for the development, marketing (including sales and rentals) and management of any structure now or hereafter located within the Property, and in furtherance thereof, the Declarant or any Builder may, among other things, install one or more construction and/or sales trailers upon any such Lot or Common Area. The Declarant or any Builder shall also have the right to erect upon any Lot either may own or lease from time to time, and upon the Common Area, such advertising and directional signs and other materials as the Declarant or any Builder shall deem appropriate for the development, marketing and management of any Structures now or hereafter located within the Property. Thereafter no signs exceeding two (2) square feet shall be displayed.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided that the animals are not kept, bred or maintained for a commercial purpose.

Section 9. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 10. Swimming Pool. No "above ground" pool shall be permitted on any Lot. However, "in-ground" pools shall be

allowed provided that the consent of the Architectural Control Committee is obtained. Children's portable pools are permissible if the same are stored in an inconspicuous place when not in use.

Section 11. Antennae. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission shall be placed or kept on a Lot outside of a dwelling, except on the following terms:

(a) An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antenna (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Architectural Control Committee. Notwithstanding the foregoing terms of this Subsection, (i) if the requirement that a Small Antenna installed on a Lot be placed in the rear yard of a dwelling would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Lot would result in any such impairment, then such Owner may install on such Lot additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this Subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither Declarant, the Architectural Control Committee nor the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(c) As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, Section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

Section 12. Architectural Control. No building, structure or Lot shall be used and no structure, building, sign, wall or fence shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee (hereinafter defined and sometimes referred to as "Committee") as more specifically described below. No structure, building, or fence existing upon any Lot may be altered in any way which materially changes the exterior appearance thereof, unless plans and specifications including a description of any proposed new use shall have been submitted to and approved in writing by the Committee. Such plans and specifications shall contain such information as may be required by the Committee, but in any event shall include: plans and specifications showing the structure's exterior elevation, dimensions, kind of materials, colors of exterior materials and location with respect to the particular parcel including building Lot topography, proposed front, rear, and side set-backs of all structures, the location thereof with reference to other structures, or outbuildings on the Lot and location of parking area and driveways on the Lot. Upon approval of plans submitted hereunder, a copy of such plans and specifications as approved will be deposited permanently with the Architectural Control Committee.

Section 13. Committee Membership. The Declarant shall serve as the Architectural Control Committee until such time as the Declarant no longer owns any part of the Property, nor any Lot. The Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At such time as the Declarant no longer owns any part of the Property nor any Lot, the powers and duties of the Architectural Control Committee shall be transferred to the Association, if any, which shall have an Architectural Control Committee as one of its committees, which said committee shall exercise the powers and duties of the Architectural Control Committee as herein set forth. The Directors of the Association shall appoint the members of the Architectural Control Committee. In the event no Association then exists, then the provisions of Sections 11, 12 and 13 of ARTICLE V of this Declaration shall be deemed inoperative and of no further force and effect.

Section 14. Committee Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within sixty (60)

days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The Architectural Committee's approval or disapproval will be primarily based on, but not limited to, the following:

- (a) Compliance with Covenants and Restrictions.
- (b) Adequacy and scope of information provided on plans and specifications.
- (c) Exterior appearance.
- (d) Use of proposed structures.
- (e) Location of proposed structures.
- (f) Site plan.

Approval of any such plans shall terminate and be rendered void if construction is not begun within twelve (12) months after such approval unless such twelve (12) month period is extended by agreement with the Architectural Committee in which even the extended period shall be applicable.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. Thereafter, no request for approval of the same or substantially the same plans need be received by the Committee for a period of eighteen (18) months following such disapproval or qualified approval. The Architectural Committee shall, however, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 15. Non-Applicability as to Declarant. The provisions of Sections 11, 12 and 13 of ARTICLE V of this Declaration shall not be applied to the Declarant nor shall the Declarant be bound thereby, except that Declarant shall serve as the Committee as provided in Section 12.

Section 16. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit the Declarant, its

successors and assigns, agents, employees, officers, contractors and invitees from using the improvements on any Lot which Declarant, or its successors or assigns, is then an Owner as offices or sample dwellings in connection with development, construction, replacement, repair, maintenance, marketing or leasing of any Lot.

ARTICLE VI
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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. 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. Except as otherwise provided herein this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of the total number of eligible votes of each class of members.

Section 5. FHA/VA Approval. As long as there is Class B Membership, during any period of time when the Property is approved by the Federal Housing Administration or the Veterans Administration for insured mortgage financing, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 6. Unimproved Lots. Notwithstanding any provisions of this Declaration of Covenants, Conditions and Restrictions to the contrary, the annual assessment payable with respect to any unimproved Lot owned by Declarant or Builder shall be an amount equal to twenty-five percent (25%) of that payable with respect to a Lot owned by an Owner other than Declarant or Builder. From and after the conveyance by Declarant or Builder of any such Lot to another Owner, the reduced assessment, as aforesaid, shall no longer be applicable.

Section 7. The Declarant shall be entitled at any time to assign to any person, corporation, or entity any or all of its right, title and interest hereunder, by an instrument which makes specific reference to this subsection, and is executed and delivered by Declarant and such assignee and recorded among the Land Records of Anne Arundel County.

The Declarant may from time to time hereafter permit any right which it then holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

IN WITNESS WHEREOF, the undersigned have affixed their signatures and seals the day and year first above written.

WITNESS:

MANDRIN CONSTRUCTION COMPANY, INC..

Stacey Charles

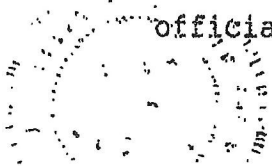
BY:

Edward C. Kennedy Pres.
Edward C. Kennedy, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 19th day of April, 2001, before me, the subscriber a Notary Public of the State aforesaid, personally appeared EDWARD C. KENNEDY, who acknowledged himself to be the President of MANDRIN CONSTRUCTION COMPANY, INC., the within Declarant, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

My Commission Expires: *March 10, 2003*

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.


TERRANCE MATERNIAK

Return to:

*Terrance Materniak
PO Box 394
Severna Park, MD
21146*