

## **Watergate Improvement Association**

### **Covenants and Restrictions on all Lots Situated in the development known as “Watergate”**

(As Amended November 9, 2004)

Pursuant to the covenants and restrictions applicable to Watergate, as set forth and recorded in the land records of Anne Arundel County, Maryland, LNP 1747, folio 331, dated April 20, 1964 and amended in November 1997, a two-thirds (2/3) majority of the recorded lot owners within this subdivision have approved on November 9, 2004, amendments to the previously adopted Covenants and Restrictions and reappointed Watergate Improvement Association, Inc as their agent for the adoption of these covenants and restrictions and for their enforcement by its duly elected officers and directors.

The Watergate Improvement Association, Inc. has adopted the Covenants and Restrictions set forth in their entirety below and imposed the same upon all the lots shown on the plats of Watergate so as to ensure the uniform development of the same to protect all purchasers of lots and homes. These Covenants and Restrictions shall apply uniformly to all lots and homes in the Watergate subdivision, except as hereinafter specifically noted.

#### **1. GENERAL.**

Any and all rights and powers reserved or given to the Watergate Improvement Association, Inc. by virtue of this instrument may be assigned at the option of the Association to any corporation, association or committee that will agree to assume and perform such rights, powers, duties and obligations. Any such assignment shall be made by an instrument in writing, duly recorded among the Land records of Anne Arundel County, and signed by such assignee for the purpose of evidencing acceptance of such rights and powers.

#### **2. LAND USE AND BUILDING TYPE.**

The recorded land now or hereafter shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached, private single family dwelling with a private garage and/or carports. Integral guest rooms, or a family room with all utilities, for not more than two occupants, such as parents or guests may be included. Subsidiary buildings and structures for the sole use of the occupants of each lot, which may be reasonably appropriate for a private residence, may be permitted.

These restrictions do not apply to the Association for the purpose of operation of community club buildings, beaches, playgrounds, or any other recreational facility.

### **3. ARCHITECTURE.**

No building, fence, wall or construction of any kind (including trailers used by builders while in the process of construction) shall be erected, placed or altered on any lot until final construction plans and specifications, and a plan showing the location of the structure, fence or wall shall have been approved by the architectural committee. The quality of workmanship and materials, harmony of external design with existing structures (neighborhood compatibility), and location with respect to topography and finish grade elevation shall be considered by the committee in its determinations.

a) Ranch style homes must have a minimum of 1700 square feet of habitable floor space; other designs must have a minimum of 2000 square feet of habitable floor space.

b) No building, part thereof, or accessory building, shall be erected on any lot in the development closer than forty feet to any road and fifteen feet from the division line of any lot. Fences may be maintained or erected only on that portion of the lot to the rear of the dwelling erected on the lot. There must be provisions made by each lot owner for paved or graveled parking facilities off the streets for all vehicles normally used by the resident.

c) In the event an architectural review is disapproved, the Association member has the right to appeal the disapproval to the Board of Directors in accordance with the By-Laws.

### **4. EASEMENTS.**

Easements and rights-of-way consist of strips of land ten feet wide along and within all rear, side and front boundary lines of all lots for the purpose of entering on and installing and maintaining (or licensing others for such purposes) wires, poles, pipes, cables, transformers or drains, or any other public utility. The right-of-way and easement may be granted and conveyed by the Association to any public authority or public utility company for such purposes.

a) Within these easements or rights-of-way no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the flow of drainage channels in the easements or rights of way.

b) The easement or right-of-way area of each lot and all improvements in it shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible.

### **5. WATERFRONTS.**

a) On waterfront lots the rear lot line shall be the waterfront side of the lot measured at the mean high water mark; the front lot line shall be the lot line at the street.

**b) All boats regularly berthed at the Community pier shall be registered in the name of the resident in the Watergate community, and shall be restricted to pleasure craft.**

## **6. NUISANCES.**

**a) No part of any lot, nor any building or other structure hereafter erected thereon, shall be used for the operation or maintenance of any type of manufacturing, shop or business, except for a private professional office of the occupant which does not involve visits by clients.**

**b) No activity 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.**

**c) No house trailer, recreational vehicle (RV), tent, shack, garage, barn, or other out building, erected or maintained on any lot, 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.**

**d) No house trailer, commercial truck, recreational vehicle, boat or boat trailer (with exception paras 1.and 2. below) shall be parked on any lot, in any driveway or on any street in this subdivision, unless it is parked in a garage. Recreational vehicles may be temporarily parked off street on paved or graveled areas for a period not to exceed five consecutive days.**

**1. One boat and companion trailer may be neatly stored on a non- roadside rear or side of a resident's lot so as not to be a nuisance. Other boats or dinghies may be stored at the community recreation area; provided, however, that a resident who had stored more than one boat on his/her lot prior to the adoption of these covenants may continue to store such boat(s) on that lot in the manner herein prescribed.**

**2. All boats and trailers will be registered in the name of the resident in accordance with the law.**

**e) No light, floodlights, or other illumination shall be operated so as to cast a direct light on any other building or any other lot within this subdivision.**

**f) Pets are to be kept on the owner's premises and under control at all times in accordance with Anne Arundel County law. When exercising/walking pets, owners are responsible for cleaning up after them.**

**g) No commercial sign of any kind shall be displayed to the public view on any lot except a home security sign, a lawn care flag, and one for sale or rent sign. Waterfront homes may display an additional real- estate sign on the waterside of the property.**

**h) For aesthetic reasons and to preserve the beauty of the development, no rubbish, waste, trash or debris of any kind or nature shall be permitted to be or remain on the land hereinabove described, unless the same shall be within the dwelling or**

other structure which may be erected thereon. This covenant may be enforced by any appropriate legal procedure.

i) Upon written application by a resident, the Board of Directors, in order to avoid unnecessary hardship or inconvenience or to accommodate unforeseen or exceptional circumstances, may grant a temporary waiver of the requirements of a covenant or restriction. The Board shall keep a record of all such requests, together with its action there on and its reasons for such action, which any resident may inspect.

#### **7. TERM.**

a) All of the covenants, agreements, and restrictions herein shall run with the land and shall be in perpetuity. However, each individual covenant may be amended or abrogated by a two-thirds (2/3) vote of the Association members in accordance with Article VIII of the By-Laws.

b) The invalidation of any one or any part of any one of these covenants by judgment or court order shall in no way affect any other of these covenants which shall remain in full force and effect.

c) The abrogation of the covenants in their entirety and the dissolution of the Watergate Improvement Association shall be in accordance with Article IX of the By-Laws.

#### **8. ENFORCEMENT.**

Enforcement shall be by proceedings at law or in equity against any person or persons violating any covenant, either to restrain or to recover damages for such violation, or to recover dues.

a) Violation of any of these covenants herein shall make it lawful for the Watergate Improvement Association, Inc., or its assigns, or for any lot owner to prosecute any proceedings at law or in equity against the person or persons violating any such covenants.

b) Failure by any lot owner or the Watergate Improvement Association, Inc. to enforce or attempt to enforce by process of law any covenant herein contained shall in no way be deemed a waiver of the right to enforce such covenant thereafter as to the same or similar breach or as to one occurring prior or subsequent thereto.

#### **9. COMMUNITY DUES, FEES, AND ASSESSMENTS.**

a) There is hereby imposed on each lot owner the dues, fees, and assessments as stated in Article VII of the By-Laws. The dues, fees, and assessments are to be used by the Association as necessary. The charge is to be payable to the Watergate Improvement Association, Inc., or its assigns, as set forth in the By-Laws.

**b) Absentee lot owners have the same responsibility to pay dues and assessments as do those occupying lots. Those landowners who occupy the residence on two adjacent lots are required to make the same dues/assessment payment as a single lot homeowner.**