

**PROPERTY OWNERS ASSOCIATION**  
**CHESAPEAKE RANCH ESTATES**

Presented below are the Protective Covenants of the Chesapeake Ranch Estates as filed in the Calvert County Court House on March 31, 1988, in Liber 434, Folio 088. The Covenants become effective on July 1, 1988. Titles have been added in this printing of the Covenants for reference purposes. Such titles do not appear in the Recorded Covenants and therefore do not play any part in the meaning and interpretation of the Provisions.

**DECLARATION OF PROTECTIVE COVENANTS**

**WHEREAS, CHESAPEAKE RANCH CLUB, INC.**, a Maryland corporation, the owner of certain lots suitable in the First Election District, Calvert County, State of Maryland, all shown on plats of subdivision known as "Chesapeake Ranch Estates" and "The Soundings", which plats have been recorded among the Land Records of Calvert County, Maryland; and in order to promote the orderly development of the subdivisions, maintain high quality standards for residences hereon, conserve property value, reduce nuisances, and promote the health and general welfare of property owners in said subdivisions, has hitherto adopted a plan of reservations or restrictions (hereinafter referred to as "provisions") in deeds to lots hitherto sold and in Declarations of Protective Covenants recorded among the Land Records of Calvert County, Maryland, in Liber 116, page 225, in Liber 287, page 873, and in Liber 116, page 233, in Liber 0434, page 0088; and

**WHEREAS**, all rights of **CHESAPEAKE RANCH CLUB, INC.**, to create and/or enforce covenants pertaining to Chesapeake Ranch Estates and the Soundings have been assigned to the "**PROPERTY OWNERS ASSOCIATION OF THE CHESAPEAKE RANCH ESTATES, INC., a** Maryland non-profit corporation, (hereinafter referred to as the "Corporation"), the members of which are the owners of real property in Chesapeake Ranch Estates and The Sounding; and

**WHEREAS**, the Corporation desires to make certain modification in some of the provisions but intends to maintain the general plan of development of all lots in said subdivisions; and

**WHEREAS**, the owners of a majority of the residential lots in said subdivisions did, in response to a ballot conducted by mail prior hereto, agree in writing to the following provisions, which include said changes.

**NOW, THEREFORE**, The Corporation does hereby declare that in every deed executed hereafter, conveying any of the lots shown on any plat of subdivisions of Chesapeake Ranch Estates, and The Soundings, the following provisions shall be deemed to be included by reference, and each of said provisions shall run with the land and be binding upon all of the owners of lots in said subdivisions.

("Corporation" mean the Property Owners Association of the Chesapeake Ranch Estate, Inc., its successors or assigns. "Subdivision" means existing subdivisions and future subdivisions which may be made of the land or any part of the same hitherto or hereafter acquired by the Corporation and recorded in the Land Records of Calvert County, Maryland.)

1. **PROPERTY USE:** Said lot(s) shall be used only for residential purposes. No activity may be conducted on said lot(s) or in any building thereon which may constitute or become an annoyance or nuisance or disturb the peace in the subdivision.
2. **PROPERTY TRANSFER:** The Corporation shall be advised in writing within 30 days of the sale, conveyance, lease, or rental of the property by the owner or the use of the property by anyone other than the owner. All purchases are subject to, and bound by these covenants.
3. **ARCHITECTURE:** No structure of any kind, or construction of any sort shall be placed or constructed upon said lot(s) or adjacent waters unless and until the plans and description of the same are first approved in writing by the Corporation and said construction is in full compliance with the Building Code and/or construction requirements applicable in Calvert County. Disapproval may be based upon any grounds including purely aesthetic reasons. Failure to obtain advance approval shall be a breach of covenant and any unapproved structure shall be subject to removal.
4. **TEMPORARY DWELLINGS:** No temporary structure, tent, trailer, or similar item shall be placed upon any residential lot for use a dwelling. Such items may be used in a special section of the subdivisions which may be established specifically for this purpose and subject to such conditions and restrictions that may then pertain to said special section. Use of mobile dwellings such as house trailers, camping trailers, trucks, buses and motorized campers shall be restricted to such special sections and access ways, as designated and approved by the Corporation.
5. **CONSTRUCTION:** Buildings may be constructed of wood, logs, stone, brick or composition, provided they will not detract from, or mar the natural beauty of the subdivisions and said buildings have been approved in writing by the Corporation.
6. **SETBACK LINES:** Setback zones are hereby established and must be maintained, as follows: on Golf Course lots the setback shall be twenty-five (25) feet from any street and the Golf Course, and ten (10) feet from each neighboring property line; on Waterfront lots the setback shall be twenty-five (25) feet from the water line, fifteen (15) feet from the road and five (5) feet from each neighboring property line; on all other lots the setback shall be fifteen (15) feet from the road and five (5) feet from each neighboring property line. Wherever more than one lot is used as a single dwelling site, such lots may be considered as a single lot when establishing setback lines.
7. **DWELLINGS:** No more than one dwelling may be placed on the lot, except lots designated for multiple units, which designation shall appear in the sales contract and deed of conveyance.
8. **FLOOR AREA:** Any permanent structure placed upon a lot must contain a minimum floor area, per floor, as follows: on lots boarding the Golf Course, at least fifteen hundred (1,500) square feet; on Waterfront and Air Park lots, at least one thousand (1,000) square feet; in all other areas at least eight hundred (800) square feet. Such floor areas shall be exclusive of porches, patios, or carports. That side of any structure facing a street shall be at least twenty-four (24) feet in width, as must be the side facing the Golf Course, Air Park, or any body of water. Any variance from these requirements must be approved in advance in writing by the Corporation.
9. **WATER AND SEWERAGE:** Water supply and sewage disposal installations shall be made in strict compliance with the health and building codes applicable in Calvert County, and all bathrooms and toilets facilities shall be incorporated in the main structure. Outouses are prohibited. Wells are prohibited in Chesapeake Ranch Estates unless approved before the central water system was approved for the subdivision. Each well in The Soundings shall be a metal cased deep well extending into the confined ground water table.

10. **FIRES AND CHIMNEYS:** Open fires are prohibited on any part of the property. Outdoor fireplaces, grills, and all chimneys must be provided with fire screens of sufficient design to prevent scattering of sparks or burning embers.
11. **TREES AND TOPOGRAPHY:** Trees and topography shall remain uncut and undisturbed. Excavation or removal of sand or earth, cutting or trimming of trees, or erection of fence, shall be allowed only with prior written consent of the Corporation. Fences must not extend beyond the setback from the road(s) for the dwelling.
12. **SIGNS:** No billboards, or other advertising matter of any kind, whatsoever, may be permitted on the property without the prior written consent of the Corporation.
13. **PROPERTY MAINTENANCE:** Each lot owner shall at all times maintain the grounds and all improvements in thorough repair and in good, neat, and sanitary condition, and shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish.
14. **FIREARMS:** Hunting of any nature, firing of rifles, guns, or weapons of any kind are prohibited everywhere in the subdivisions, except in areas designated by the Corporation for said use.
15. **AIRSTRIP:** Aircraft, taxing between "airpark" lots and airport shall use only areas designated as "Taxiway."
16. **VEHICLE CONTROL:** Automobiles, trucks, and other vehicles authorized by the Corporation to be operated on the streets, shall bear a current State registration and, if applicable, a current State Inspection Tag. Off street parking shall be provided for each lot; there shall be no permanent parking on the streets or roads. Use of unauthorized vehicles, violations of posted speed regulations and other reckless use of authorized vehicles will be prosecuted.
17. **HEAVY VEHICLES:** Construction type equipment, machinery, or vehicles such as tractors, frontloaders, large trucks, etc., shall not be parked or kept on residential lots, but may be kept on property approved by the Corporation for such use.
18. **EASEMENTS:** The Corporation reserves an easement with right of entry upon, across, over, and through each lot for the purpose of constructing, operating, maintaining, and repairing drains, culverts, sanitary and storm sewers, water mains, utility lines and equipment.
19. **GOLF COURSE LOTS:** As to lots bordering on Chesapeake Hills Country Club, Inc. golf courses, the Corporation reserves for itself and for the benefit of Chesapeake Hills Country Club, Inc. and its members, a license to permit the doing of every act necessary and proper to the playing of golf courses adjacent to the said lots, including but not limited to the inadvertent flight of golf balls over and upon such lots, the recovery of golf balls from such lots, the use of equipment upon such golf courses, the usual and common noise levels created by playing the game of Golf, and with all normal and usual activities associated with the operation of a country club.
20. **MAINTENANCE AND OPERATIONS FEE:** Each lot purchaser or owner shall pay to the Corporation in advance by May 25<sup>th</sup> of each year an annual maintenance and operations fee (formerly call annual Chesapeake Ranch Club dues) for the operation of the common facilities and to provide security services. If not duly paid, these fees shall constitute a lien against the property enforceable by foreclosure under the Maryland Contract Lien Act; however, such lien shall be subordinate to any prior or subsequent, VA, FMHA, or FHA lien. The annual maintenance and operations fee may be changed by a majority vote of the owners provided that membership contracts of the former Chesapeake Ranch Club, Inc., which specified fixed dues and fees will not be changed without written approval of the individual owner.
21. **DEBT RETIREMENT:** Each lot owner shall pay \$44.00 annually by May 25<sup>th</sup> for service of the debt of the Corporation in acquiring the roads and common properties; such payments not to run beyond 1997 or until the acquisition debt is retired. If not duly paid, these fees shall constitute a lien against the property enforceable by foreclosure under the Maryland Contract Lien Act; however, such lien shall be subordinate to any prior or subsequent, VA, FMHA, or FHA lien.
22. **ROAD FEE:** Each lot purchaser or owner shall pay to the Corporation in advance by July 1<sup>st</sup> of each year an annual fee for each lot, for the construction, maintenance and repair of all roads in the subdivisions. Said fee shall be \$86.40 for the year beginning July 1, 1987. The fees may be increased yearly thereafter by the same percentage that the price for March increases over the price index for March of the previous year. Prior to the conveyance of title to a lot, the Corporation may add the unpaid road fees to any unpaid purchase price of the lot; in the event of nonpayment after conveyance, such unpaid fees shall constitute a lien against the property enforceable by foreclosure under the Maryland Contract Lien Act; however, such lien shall be subordinate to any prior or subsequent, VA, FMHA, or FHA lien. ("Price Index" means United States Consumer Price Index. All items for the "Metropolitan Washington, D.C. Areas)
23. **FAILURE TO PAY FEES:** Use of common areas and facilities will be denied for failure to pay the stated fees.
24. **WAIVERS:** The Provisions herein contained shall run with the land and inure to the benefit and be enforceable by the Corporation and the lot owners, and the failure of the Corporation or the lot owners to enforce any of the said Provisions contained herein shall not be deemed a waiver of right to do so thereafter as to a default occurring prior or subsequent thereto. The declared invalidity of any one or more of the Provisions herein shall not affect the validity of the others. If a waiver of any Provision shall be deemed by the Corporation to be in the best interest of the property owners, such waiver must be in writing.
25. **REVISIONS AND RENEWALS:** All the aforesaid Provisions shall supersede the covenants, conditions, reservations or restrictions hitherto imposed upon lots at Chesapeake Ranch Estates and the Sounding in sales contracts and individual deeds and in prior Declarations of Protective Covenants and they shall remain in force until July 1, 1999, and shall be renewed thereafter automatically for additional successive three-year periods, unless the majority of the owners of the subdivided lots in the subdivisions, voting after thirty days advance notice to all owners shall, at least three months prior to any such renewal date, agree in writing to a change in or abrogation of any said Provisions, and agree that the Corporation shall record such amendments among the land records of Calvert County, Maryland. Each owner of a lot or lots shall be entitled to one vote only; joint owners are entitled to only one vote which can be cast by any one of the joint owners. In no event shall the annual road fee be less than that prescribed in paragraph 22 above, unless voted by the property owners and the Corporation records among the land records of Calvert County, Maryland, an amendment to this Declaration.