

## BERRYWOOD DEED RESTRICTIONS

The Community of Berrywood didn't just spring into being from good intentions. It took discipline, a set of shared values, a belief in legitimate authority, the pride of ownership by individual residents, and the Berrywood Deed Restrictions to make and keep our Community beautiful. Remember, the Deed Restriction Committee is here to serve as part of the Berrywood Community Association. Deed Restrictions apply to every lot in the community and are not limited to BCA Members.

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### PREFACE

The Declaration of Restrictions, Covenants and Conditions, known as the Berrywood Deed Restrictions, were first recorded in the land records of Anne Arundel County in 1966 by the Countryside Corporation, the developer of Berrywood. In 1980, Countryside Corporation transferred the responsibility of administering the Berrywood Deed Restrictions to the Berrywood Community Association (BCA). The BCA, under the Civic Committee, establishes an intra-community group to monitor deed restrictions. This group is the Berrywood Deed Restriction committee and has been in operation since 1982.

Membership of the Deed Restriction Committee represents a wide cross section of Berrywood residents. The Committee strives to include a member from each of the Berrywood Organizations: The Berrywood Community Association; The Berrywood Swim and Tennis Club; The Berrywood Women's Club; The Berrywood Yacht Club and Berrywood Residents-At-Large.

Committee membership is open to any Berrywood Resident. No limit is placed on the size of the Committee. **The Deed Restriction Committee does not initiate complaints of non-compliance but serves the interest of all residents by administering the Deed Restrictions.**

As a property owner it is your responsibility to obtain approval for a property modification prior to beginning the project. As a property owner it is to your advantage to keep the Committee informed of violations. Berrywood residents do not have to sign the Homeowner's Violation Complaint Form. Residents may remain anonymous, if you choose. **The right to enforce the Deed Restrictions is not waived by the failure to enforce the restrictions in the past.** The Committee usually resolves issues of non-compliance quietly by encouraging a property owner to correct a violation. Most property owners appreciate the neighborly reminder. This helps Berrywood maintain its property values and appeal as a highly regarded attractive community of well-maintained residential homes and properties.

## OPEN LETTER TO BERRYWOOD PROPERTY OWNERS

Dear Berrywood Property Owner,

In 1966 the Declaration of Restrictions, Covenants and Conditions, known as The Berrywood Deed Restrictions, were first recorded in the Land Records of Anne Arundel County. Since then Berrywood has grown and prospered as a highly regarded residential community with visible property restrictions. The Berrywood Deed

Restrictions, as recorded, have served us well for over 30 years. The restrictions run with the land and pass to each subsequent property owner. The restrictions apply to everyone in the community and are not limited to BCA members. Compliance with the restrictions is everyone's responsibility. Today, these restrictions coupled with the pride-of-ownership displayed by the individual residents of Berrywood, make it one of the most desirable place to live and raise children in the Greater Severna Park Area. Berrywood reflects an attractive Community of single family, well-maintained residential homes and properties.

Conspicuous is the lack of chain link fencing, detached garages, storage of boats in driveways, parking of camping trailers on properties and the absence of noxious or offensive activities that often permeate communities without Deed Restrictions.

The Deed Restriction Committee of the Berrywood Community Association monitors the Deed Restrictions, hears complaints concerning violations, and reviews requests for property modifications. The Deed Restriction Committee does not initiate complaints but responds to concerned property owners requests to bring a property into compliance. Deed Restrictions are one of the tools we have for maintaining the appearance and the value of our properties. Deed Restrictions such as ours have been tested in the courts and are found to be legally binding and enforceable. Most of us will never have an occasion to be reminded about the Deed Restrictions because we are in compliance. The few complaints that do come before the Committee are usually quietly resolved and Berrywood continues to be the same community where we chose to invest our money, part of our life and for many of us - our future. Please study our Deed Restrictions and become familiar with their requirements. You will find a Summary of the Declarations as well as the full text as recorded in the Land Records of Anne Arundel County.

**BERRYWOOD DEED RESTRICTIONS COMMITTEE  
SUMMARY OF DECLARATIONS**

**BERRYWOOD DEED RESTRICTIONS RESTRICT:**

- Building more than one single family residential home per lot. (7)\*
- Erecting outbuildings, additions, detached garages or decks. Unless approved.
- Installing fencing or walls along property lines. Unless approved. Note: chain link type fencing never approved. (8)
- Installing front yard fencing. Note: Never approved. (8)
- Using a trailer, tent, basement or temporary structure as a residence. (9)
- Installing or rising individual sewage systems or water wells. (10, 11)
- Removal of topsoil. (22)
- Installing external structures, large satellite dishes, short wave antennas, or solar panels on any lot or building. Unless approved. (26)
- Installation of piers, bulkheads or permanent mooring upon riparian waters or attached to any lot. Unless approved. (15)

**BERRYWOOD DEED RESTRICTIONS RESTRICT THE STORAGE OF:**

- Inoperative or unlicensed automobiles on any lot, street or driveway. (14)
- Boats, trailers or camping vehicles in driveways, streets or in a position to be seen from the street. (17, 18)
- Boats over 20 feet in overall length at any time. (17, 18)
- Boats under 20 feet in overall length that are not annually moved for normal seasonal use. (17,18)
- Sunken or excessively deteriorated boats in riparian waters. (16)
- Camping vehicles over 5 feet in overall height at any time. (17,18)
- Camping vehicles under 5 feet in overall height that are not annually moved for normal seasonal use. (17, 18)
- Lumber, brick, stone, block or other building materials on any lot except when used in a reasonable time during construction. (22)

**BERRYWOOD DEED RESTRICTIONS DO NOT ALLOW:**

- Keeping animals or fowl including cattle, swine, horses, chickens or ducks to be housed or bred upon any lot. (12)
- Domestic household pets such as dogs and cats to roam unleashed off of the owner's property. (12)
- Domestic household pets to disturb the health, peace, and quiet of the neighborhood. (12)
- More than one FOR SALE or FOR RENT sign on any lot. (13)
- Sustained automobile repair or restoration or boat repair or restoration on any lot except within a permanent attached garage. (14) 4.
- Vehicles with exterior commercial advertising to be parked on any lot, driveway street of the community. (18)
- Operating a business (other than a home office) within the community. (7)
- Noxious or offensive activities, annoyances or nuisances upon any lot. This shall include, but not be limited to: failure to maintain the lot by allowing accumulation of trash, debris or refuse; allowing excessive growth of grass; storage of commercial or non- residential items in yards; parking automobiles in yards on non-paved areas of lots not intended for vehicle use. (19)
- Property owners who neglect to maintain the curb and street areas abutting their lot. This shall include, but not be limited to: failure to keep the curb gutter

and street free of leaves and debris; allowing the build up of sand or dirt in curb gutter that blocks the flow of storm water; placing leaf bags in the curb gutter or street except on the night before county pick up of yard waste; placing trash containers in the street except on the night before the county trash pick up. (21) *Numbers in parenthesis refers to paragraph in full text of recorded Deed Restrictions.*

## **COMMITTEE ORGANIZATION AND PROCEDURES**

### **ORGANIZATION**

The Deed Restriction Committee strives to be an intra-community committee composed of members from each of the following Berrywood Organizations: Berrywood Community Association; Berrywood Swim and Tennis Club; Berrywood Women's Club; Berrywood Yacht Club and Berrywood Residents-At-Large.

### **CHAIRPERSON**

Shall be elected from the members of the Committee.

### **VISION**

The mission of the Berrywood Deed Restriction Committee, a standing committee of the Berrywood Community Association, is to:

- Serve the interest of the property owners of Berrywood by monitoring the Restrictions, Covenants and Conditions as recorded in the land records of Anne Arundel County known as the Berrywood Deed Restrictions.
- Review requests for property modifications.
- Receive complaints from property owners concerning violations.
- Notify property owners of actions needed to comply with the restrictions.
- Coordinate actions with the BCA Board.
- Report pertinent actions in the Berrywooder.

### **PROCEDURE**

Upon receiving a request for a property modification, the Committee will review the proposed plans and documents submitted and recommend an approval or denial so as to comply with the Deed Restrictions.

Upon receiving a homeowner's complaint of a violation the Committee will review the description of the violation and determine a course of action to correct the violation so as to comply with the Deed Restrictions.

### **PROCESS**

The Committee makes every effort to resolve issues quietly, in a timely manner, seeking the cooperation of the property owner to correct a violation. Violations that cannot be resolved with this neighborly approach will be referred to the BCA Board for further action.

If the violation is covered by the Anne Arundel County Enforcement Code affecting Licenses, Permits or Zoning, the matter may be referred to the County for action.

Deed Restrictions such as the Berrywood Deed Restrictions have been tested in the courts and found to be legal, binding and enforceable.

**HOMEOWNER'S PROPERTY MODIFICATION  
REQUEST FORM**

I am requesting that the Berrywood Deed Restriction Committee review the following proposal for a modification to my property.

NAME AND ADDRESS OF HOMEOWNER:

MODIFICATION REQUESTED:

DESCRIPTION (ATTACH PLANS, MEASUREMENTS, COLORS, PICTURES):

ESTIMATED TIME NEEDED FOR COMPLETION:

JOB TO BE COMPLETED BY THE HOMEOWNER OR A CONTRACTOR  
(INCLUDE NAME OF CONTRACTOR):

I HAVE NOTIFIED THE FOLLOWING NEIGHBORS ABOUT THE PLANNED  
MODIFICATION:

Thank you for your consideration of this matter.

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(Signature)

(Date)

Mail To: BERRYWOOD DEED RESTRICTION COMMITTEE  
P.O. BOX 444  
SEVERNA PARK, MARYLAND 21146

**HOMEOWNERS VIOLATION COMPLAINT FORM**

I am requesting that the Berrywood Deed Restriction Committee review the following, which I believe to be a violation of the Berrywood Deed Restrictions.

I HAVE HAVE NOT SPOKEN WITH THE PROPERTY OWNER.

I understand that this form does not have to be signed and that I may choose to remain anonymous and that by remaining anonymous the committee will have no way to notify me of their findings.

ADDRESS OF VIOLATION:

DETAILED DESCRIPTION OF VIOLATION: (Use back of form, if necessary.)

DURATION OR FREQUENCY OF VIOLATION:

COMPLAINANT'S RECOMMENDED COURSE OF ACTION:

Thank you for your consideration of this matter.

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(Signature)

(Date)

Mail To: BERRYWOOD DEED RESTRICTION COMMITTEE  
P.O. BOX 444  
SEVERNA PARK, MARYLAND 21146

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**DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS made this 3rd day of January, 1966 by THE COUNTRYSIDE CORPORATION, a body corporate of the State of Maryland, hereinafter called OWNER and R. WILSON EVITT and ELSA S. EVITT, his wife, MORTGAGEES, WITNESSETH:

WHEREAS, by Deed from R. Wilson Evitt and Elsa S. Evitt, his wife, dated August 20, 1964 recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1784, folio 345, said The Countryside Corporation is the Owner of all that tract of land included among the properties described therein or referred to and particularly all those parcels of land as shown on four (4), plats entitled respectively, "Plat 1, Plat 2, Plat 3 and Plat 4 of "Berrywood" and located near Severna Park in the Third Election District of Anne Arundel County, Maryland; said plats being recorded respectively in Plat Book No. 33, folios 61 through 64, inclusive; AND WHEREAS, the said R. Wilson Evitt and Elsa S. Evitt, his wife, are the holders of a certain Purchase Money Mortgage dated August 10, 1964 from The Countryside Corporation, subjecting along with other properties titled in The Countryside Corporation all those tracts or parcels of land included in the aforementioned plats respectively entitled, "Plat 1, Plat 2, Plat 3 and Plat 4 of Berrywood;"

AND WHEREAS, the said Owner intends to develop the said platted property for residential use, and to this end the land has been subdivided and the aforementioned Plats thereof prepared by Edward Hall III, Registered Land Surveyor of Annapolis, Maryland;

AND WHEREAS, the said Owner desires, as a part of its plan for developing a high class restricted residential community, to impose certain restrictions, covenants and conditions upon those lots as shown on said .plats, which restrictions, covenants and conditions shall run with the land and be enforceable, inter see, among the owners from time to time hereafter of the said lots, and also by and for the benefit of the remaining land of the owner, as shown on said plats;

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AND WHEREAS, the said Mortgagees have joined in the execution of this Declaration in consideration of the enhancement of their security for the above mentioned Purchase Money Mortgage and other mutual benefits occasioned by the imposition of the herein contained restrictions, and by such execution intend to be and become bound to the same extent as the Owners and Owners from time to time hereafter of the said lots;

NOW THEREFORE, the Owner, for the benefit of itself, its successors, and assigns, as well as for the remaining land of the Owner, and the owners from time to time of the land or lots hereby affected and the Mortgagees for the benefit of themselves, their heirs, administrators and assigns, do hereby, covenant and declare that in consideration of the mutual benefits to be derived by the Owner and the Mortgagees and the subsequent purchasers of the lots in the subdivision, aforesaid, and as a part of the general plan of development hereof, all those lots shown an said plats shall, be forever subject to the following restrictions, covenants and conditions, which shall run with the land and be enforceable inter see, by the owners from time to time of the said lots, and also by the present Owner, The Countryside Corporation, its successors and assigns, in such manner that the purchasers from time to time of any said lots, by

accepting a deed thereto, shall be held to have covenanted on behalf of themselves, their heirs, successors and assigns, to keep and observe these restrictions, covenants and conditions:

1. The rights and Powers reserved or given to the Owners by virtue of this document may be assigned in whole or in part to any one of more Corporations, associations, or committees that will agree to assume such rights, powers, duties and obligations, and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument In writing in which the assignee or transferee shall have for the purpose of evidencing its acceptance of such rights; and powers, and such assignee or transferee shall thereupon have reserved rights and powers so-assigned or-transferred provided such written instrument be duly recorded among the Land Records of Anne Arundel County.

2. The Owner expressly reserves the title to both the surface and beds of all roads as laid out on the aforementioned plats or that may be laid out in the future, with reasonable and convenient ingress and egress to and from the land belonging to any lot owner, and they further expressly reserve the exclusive right to grade, change the grade, close or partly close any road within the development which will not immediately affect the right of ingress or egress of any lot owner. The Owner shall have the right to dedicate or convey the roads within the Berrywood Subdivision to any public authority having power to acquire the saw.

3. Easements for installation and maintenance of utilities and drainage facilities are hereby expressly reserved as shown on the recorded plats. Nothing herein contained, however, shall be construed as preventing the further designation or location of additional easement strips by the owners at a time when lots are conveyed to individual purchasers.

4. All of the lots shown on the aforementioned plats shall be subject to an easement extending along each side lot line to a depth of five (5) feet, and along each rear lot line to a depth often (10) feet, in favor of the Owner and the subsequent purchasers and occupants of each of the other said lots in the subdivision for the purpose of laying, constructing, erecting and maintaining water pipes, gas pipes, electric conduits or poles, drainage systems, or other public utilities and the aerial or underground installation of electric and telephone wires and necessary connections thereto to be used in common by the Owner, the lot owner, and the subsequent purchasers and occupants of the other lots in the entire tract; and the Owner reserves the right at any time to enter along the said easement for these purposes as well as upon the land immediately adjacent to such easement only to the extent reasonably necessary for installation or maintenance of such facilities.

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5. Nothing contained in these restrictions shall be deemed to preclude the Owner from re-subdivision and re-platting of the lands included within said plats.

6. The Owner shall not by these restrictions be precluded from designating an additional lot or lots for community or recreational purposes restricted in use to lot owners or to members of a corporation or association controlled by lot owners or the owners of seventy-five (75) or more lots in said Berrywood Subdivision in addition to such areas designated as "Recreational Area" on the aforementioned plats, and such 'Recreational Areas' and any such additional community or recreational areas as may be designated by the Owner may be similarly transferred to a corporation or association controlled by lot owners or persons owning at least seventy-five (75) lots in

said Berrywood Subdivision. and formed for the purposes of enhancing or improving the residential character of the Berrywood community.

7. No building or other structure shall be erected, converted, permitted, maintained or operated on any lot for any purpose other than a single-family -residential use; only one such structure shall be permitted on each lot, and no outbuilding or detached garage whatever shall be permitted in connection therewith, unless, prior to construction thereof, and at the expense of the lot owner, construction plans and specifications and a plan showing the location of the structure have been submitted together with an architect fee not to exceed \$25.00 and approved by an architect or committee as selected and designated by the Owner from time to time, as to, but not limited to quality of workmanship and material, harmony of external design and finish material, including paint colors, with existing structures, and as to location with respect to topography and finish grade elevation, such approval or is approval as required in these covenants shall be in writing and shall be rendered within thirty (30) days after plans and specifications have been submitted to him, failure by the architect or committee to approve or disapprove within such thirty (30) day period shall be construed as approval and full compliance with the requirements of this paragraph.

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8. No fence or wall shall be erected, placed or altered on any lot unless the plans therefor are similarly submitted to and approved by said architect or architectural committee and such approval or disapproval shall be made in the manner prescribed in paragraph 7 above.

9. No trailer, basement, tent, shack, garage, barn, or any other, outbuilding erected or maintained on any lot shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.

10. No individual sewerage disposal system, cesspool, pricy vault or other receptacle of any kind for the storage of liquid waste shall be used or permitted on any lot unless such system is designed, located or constructed in accordance with the minimum requirements, standards and recommendations of the Health Department of the State of Maryland, or other department of the County or State having jurisdiction and authority over such matters. Approval of such system, if installed, shall first be obtained prior to its use from such authority.

11. No wells for supplying water shall be dug, drilled, or installed on any lot or other part of the said platted property without approval in writing by the Owners.

12. No animals or fowl, including but not limited to cattle, swine, horses, chickens or ducks, shall be kept, housed or bred upon any lot in the subdivision. This coherent is not meant to restrict the ownership of domestic dogs or cats as household pets which are not kept for breeding purposes or sale are confined on the lot owner's property, and are in a number which in the opinion of the Owner may not be considered obnoxious to the health, peace and quiet of the neighborhood; however, maintenance of such pets in excess of four (4) may be without further justification or substantiation deemed obnoxious. Dogs and cats when off the owner's property shall be on a leash, subject to all State and County regulations.

13. No sign of any kind shall be displayed to the public vision on any lot except one professional sign of not more than one (1) square foot,

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or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale thereof.

14. No automobile repair or restoration or boat repair or restoration other than normal periodic boat maintenance shall be permitted on any lot or lots except under cover in a permanent approved structure. Inoperative cars may be stored only in garages and not on streets or driveways within said subdivision; however, such cars may be stored in designated portions of Recreational Areas but only by written permission of the Owner restricted in term of duration of such storage.

15. In the interest of maintaining a waterfront in keeping with the character of the community the Owner expressly reserves to itself control of riparian rights as the same pertain to lots in said subdivision and the installation or maintenance of piers, bulkheads, moorings and other riparian uses and, pursuant to this reservation, no bulkhead, pier, or permanent mooring shall be erected, placed, or altered upon the riparian waters of said subdivision or be attached to any lot of said subdivision without prior approval in writing of the Owners.

16. Sunken or excessively deteriorated boats shall be either raised, repaired, destroyed or removed as soon as practicable after such condition is reached.

17. On any one lot not more than three (3) boats under twenty (20) feet in overall length and not more than one (1) camping trailer of five (5) feet or less in overall height may be stored, provided such are out of clear view of the streets and are behind the dwelling located on such lots as the dwelling is principally oriented to such streets; and provided, further, such storage shall not continue for more than one (1) year unless annually interrupted by normal use of such boat or trailer.

18. Except as provided in paragraph 17 above, no boats, camping trailers, campers, and cruisers or transient bows whether self-contained or designed as a trailer, motorcycles, commercial vehicles, automobiles with exterior advertising, trucks or other similar vehicles not designed for normal day-to-day family use shall be parked on any lot, in any driveway, or on any street of this Subdivision, but may be parked entirely within a garage or enclosed carport on a lot, or at such area as may be designated for such parking or storage at those portions of said subdivision shown on the aforementioned plats as 'Recreational Area'.

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19. No noxious or offensive activity or entertainment shall be carried on upon any lot nor shall anything be done or permitted thereon which may be at, become any annoyance or

nuisance to the neighborhood. For the purpose of this section and section 20 below, the term 'nuisances' shall include, but not be limited to, failure of a lot owner to maintain the lot

by allowing accumulation of trash, debris, or refuse or by allowing excessive growth of the ground cover, including but not limited to grass, grains, clover, weeds, or vines.

20. The Owner, its successors or assigns, shall have the right, upon giving five (5) days written notice to the lot owner or occupant, to enter upon any lot or lots upon which any structures or nuisances have been erected, maintained or permitted, contrary to

any of these restrictions or conditions; or for any breach thereof in other manner, and to remove said objectionable structure or abate said nuisance or correct said breach, without liability-for damages for the same; and the said lot owner or occupant shall repay to the Owner, its successors and assigns the costs incurred in taking such action, including attorneys' fees incident to defending any suit arising there from.62

21. Each lot owner shall maintain all those portions of platted streets abutting his lot or lots, including sidewalks located therein which lie between his lot lines and the curb of such street or streets, and the Owner shall have the same rights to abate nuisances, as above defined, found therein together with recovery of costs of such abatement as set out in section 20 above.

22. At no time shall any of the lots herein described be stripped of its top soil or allowed to go to waste by wasting away or be made disorderly in appearance by being excavated for gravel, sand or other material or by having rubbish or trash thrown, dumped or disposed thereupon. No lumber, brick, stone, cinder block or 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.

23. Failure to enforce any restriction, condition or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter as to any breach occurring prior or subsequent thereto; and the declared invalidity of any one or more of these provisions shall not affect the validity of the others.

24. Restrictions in addition to and not in modification of these restrictions to apply prospectively to all lots in said subdivision may be added to these restrictions at the instance of the then owner or owners of more than fifty percent (50%) of the then platted residential lots.

25. All of the above restrictions, conditions and covenants shall remain in force -until the 3rd day of January, 1976, and shall be automatically successively renewed for each ten year period thereafter, unless at least two-thirds of the lot owners in the subdivision shall, at least six (6) months prior to any such renewal date, agree in writing to a change in or an abrogation of any or all of the above restrictions and record such writing so amending or abrogating the aforesaid restrictions:

26. No external antennas (TV, satellite dishes, short wave, etc.) or similar type structures, or solar panels shall be installed on any lot or on any improvement thereon, unless the requirements of restriction #7 of these restrictions are complied with (plans and specifications submitted to and approved in writing by architectural committee).

- All new homes must meet the requirements of item #7 and have a minimum of 2,200 square feet of livable space,
- All new construction must have a sealed, hard surfaced driveway,
- All new construction must have at least a two-car attached garage,
- All new outbuildings (sheds) cannot be of metal construction,
- Fences cannot be of metal construction,
- No swimming pools can be constructed above ground.