

THE TOWN OF CENTREVILLE 101 LAWYERS ROW CENTREVILLE, MD 21617  
410-758-1180 FAX 410-758-4741 WWW.TOWNOFCENTREVILLE.ORG

### BOARD OF ZONING APPEALS APPLICATION

IN THE MATTER OF THE APPLICATION OF:  
(Name, Address, Telephone Number, Email of Applicant)

Name: William Fritz  
Address: 204 Corsica Street  
City/State/Zip: Centreville, MD 21617  
Phone Number: (850)-766-1537  
Email: wfritz@pga.com

FOR OFFICE USE ONLY CASE NO.: SE-02-22  
Date Filed: September 23, 2022  
Planning Commission Date: December 21, 2022  
Date of BOA Hearing: January 4, 2023  
Date Notice Published: December 16, 2022  
Decision of Board: \_\_\_\_\_

### TO THE TOWN OF CENTREVILLE BOARD OF ZONING APPEALS:

Application is hereby made for: (Check one)

- Appeal of the determination of the Zoning Administrator and/or Planning Commission
- Variance from strict application of the Town of Centreville Zoning Ordinance
- Special Exception

### DESCRIPTION OF PROPERTY INVOLVED:

Brief description of property involved: (Improved/unimproved lot; street address; road frontage (ft.); nearest cross street).

204 Corsica Street, Centreville, MD 21617. Improved Lot / Cross Streets are Warf Ln and Creamery Ln  
25' ft Frontage

Brief statement of relief requested: (Purpose of the Appeal).

Special Exception in the form of Short Term Rentals is being requested by the Town of Centreville.

Present owner of property (if different from above): William Fritz

If Applicant is not owner, please indicate your interest in this property: \_\_\_\_\_

Has property ever been subject of previous application? No

If so, give Application No. & Date: \_\_\_\_\_

William C. Fritz  
Signature of Applicant(s) or Agent/Attorney

Printed Name & Address of Agent or Attorney

William C. Fritz  
Signature of Property Owner

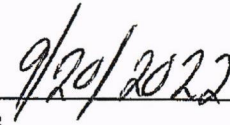
William C. Fritz / 204 Corsica Street, Centreville, MD 21617  
Printed Name & Address of Property Owner

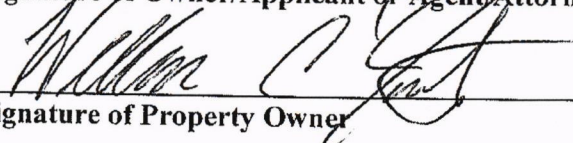
**INSTRUCTIONS TO APPLICANT(S):**

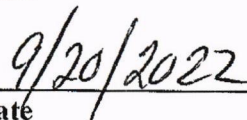
- Original and seventeen (17) copies must be filed with the Board Clerk and accompanied by the corresponding fee payable to the **Town of Centreville** at the time of application.  
Appeal - \$1,000.00 PLUS Associated Costs  
Variance - \$300.00 PLUS Associated Costs  
Special Exception - \$600.00 PLUS Associated Costs
- Prior to filing an appeal, a copy of this Application shall be served upon the officer or agency from whom the appeal is taken and proof of such service shall be furnished to the Board Clerk.
- Applications on which all required information is not furnished will be returned for completion before processing.
- Attach hereto building elevations and a sketch drawn to scale of the property with all dimensions of lot and buildings thereon, distances between building and property lines, bounding street or road names, contiguous and opposite properties with names of owners, North point and scale, sidewalks, driveways, and other impervious surfaces.
- Withdrawal of the application by the applicant prior to the hearing will require the applicant to pay any costs associated with the application including, but not limited to, advertising and legal costs.

**MY SIGNATURE BELOW GRANTS THE MEMBERS AND ALTERNATES OF THE BOARD OF ZONING APPEALS AND THE TOWN OF CENTREVILLE THE RIGHT TO ENTER ONTO THE PROPERTY FOR THE PURPOSE OF VIEWING THE SITE OF THE APPLICATION OR APPEAL.**

  
\_\_\_\_\_  
Signature of Owner/Applicant or Agent/Attorney

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Property Owner

  
\_\_\_\_\_  
Date





THE TOWN OF CENTREVILLE  
101 Lawyers Row, Centreville, MD 21617

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September 15th, 2022

To: Town of Centreville, Technical Advisory Committee, Planning Commission, Board of Appeals

From: William and Stephanie Fritz

Subject: Special Exception Request / Short Term Rentals

The application and the attached supporting documentation formally request approval from The Town of Centreville, TAC, Planning Commission, and Board of Appeals to grant William and Stephanie Fritz a Special Exception to allow Short Term Rentals at the property of 204 Corsica Street, Centreville, MD 21617.

After reviewing zoning maps of Centreville, it was determined that the subject property falls into Zone R2. After further reading into Residential District R-2 it was determined that Special Exception was needed to allow for Short Term Rentals at this location.

The below and attached information shall serve to provide all parties in the approval process with the needed information to grant the subject property the Special Exception. The information attached will give supporting documentation on the below items as listed in Article III, District Regulations of Residential District R-2 | 170-10-C-6.

Use and development standards. In accordance with the following use and development standards, bed-and-breakfasts, boardinghouses and short-term home rentals must:

- Appendix A: Have the facility inspected and approved by the fire marshal for the specified use;
- Appendix B: Comply with applicable federal, state and local laws
- Appendix C: Operate under a valid bed-and-breakfast, boardinghouse or short-term home rental zoning certificate prior to operation
- Appendix D: Provide for off-street parking in accordance with § **170-32** of this chapter, which includes a Buffer from adjacent residential uses
- Appendix E: Not involve the alteration of a structure in a manner that changes the essential residential character of the property or district
- Appendix F: Signs are permitted as provided for in Article **IV**, Supplemental Zone Regulations, § **170-38** of this chapter



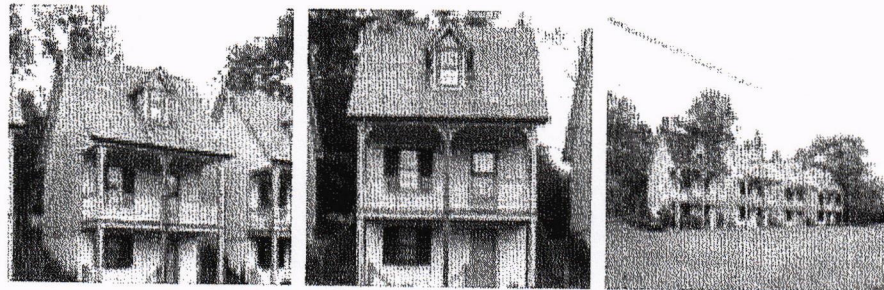


THE TOWN OF CENTREVILLE  
101 Lawyers Row, Centreville, MD 21617

Appendices and supporting information specific to the  
Zoning Appeals Application for a Special Exception



*Perspective view of northwest front*



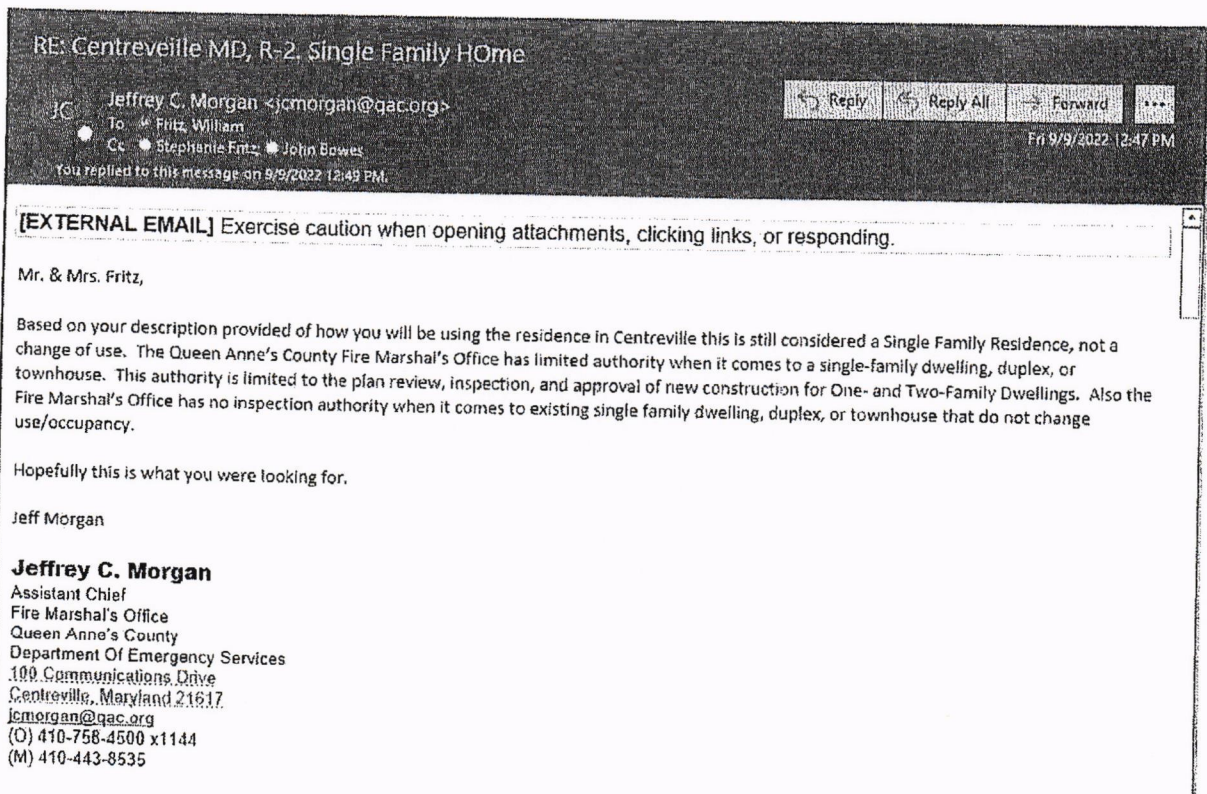
204 Corsica Street, Centreville, MD 21617





## Appendix A

- Have the facility inspected and approved by the fire marshal for the specified use;
  - Attached email is from the Office of the Fire Marshal from Queen Anne's County. The below email clearly states that the Fire Marshal does not inspect or approve any dwellings that are not new construction. However, we have done many items over and above the norm to protect both the home and our future guests. Below is a list of items we have implemented at 204 Corsica Street.
    - Three (3) ABC Rated, 8.25lb, Dry Chemical Fire Extinguisher has been installed on each level of the home in a visible location that can be accessed quickly if needed.
    - First Aid Kit has been installed on the main level
    - New Interconnected Smoke & Carbon Monoxide Detectors w/ Lithium battery support has been installed on each level.
    - All home outlets have been changed out to GFCI outlets to continue efforts to eliminate the possibility of fire
    - Fire Blanket has been put into the home to also help in the possibility of a fire
    - Portable Two-Story Fire Escape Ladder
- The above and below information regarding "Have the facility inspected and approved by the fire marshal for the specified use" should be sufficient in this requirement.







## Appendix B

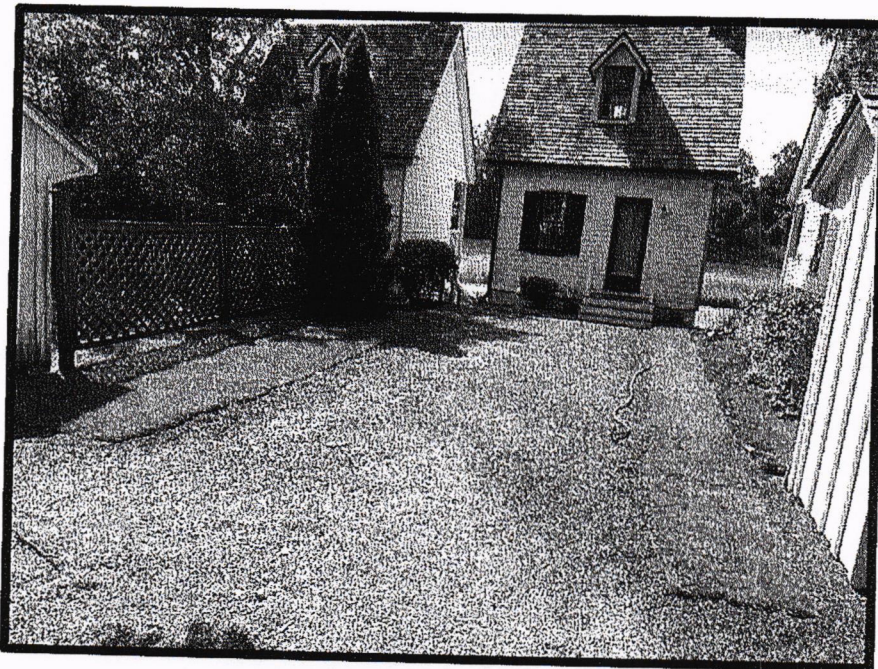
- Comply with applicable federal, state, and local laws;
  - William and Stephanie Fritz have all the needed insurances and requirements to run a short-term rental. We will comply with all applicable federal, state, and local laws.

## Appendix C

- Operate under a valid bed-and-breakfast, boardinghouse, or short-term home rental zoning certificate before the operation
  - This application and request for an exception is what is needed.

## Appendix D

- Provide for off-street parking in accordance with § 170-32 of this chapter, which includes a Buffer from adjacent residential uses;
  - § 170-32: Single Family dwelling must have a minimum of 2.0 parking spaces
  - Parking spaces requirements are "At least nine feet in width and at least 18 feet in length for a standard space"
  - You can see in the picture below that a driveway has been put in to accommodate the needs by the town of Centreville. The below picture shows the driveway at a dimension of 9' in width and 60' in length.



- The above picture and information shall serve to provide the approval group with the needed information to show that this item has been completed.





THE TOWN OF CENTREVILLE  
101 Lawyers Row, Centreville, MD 21617

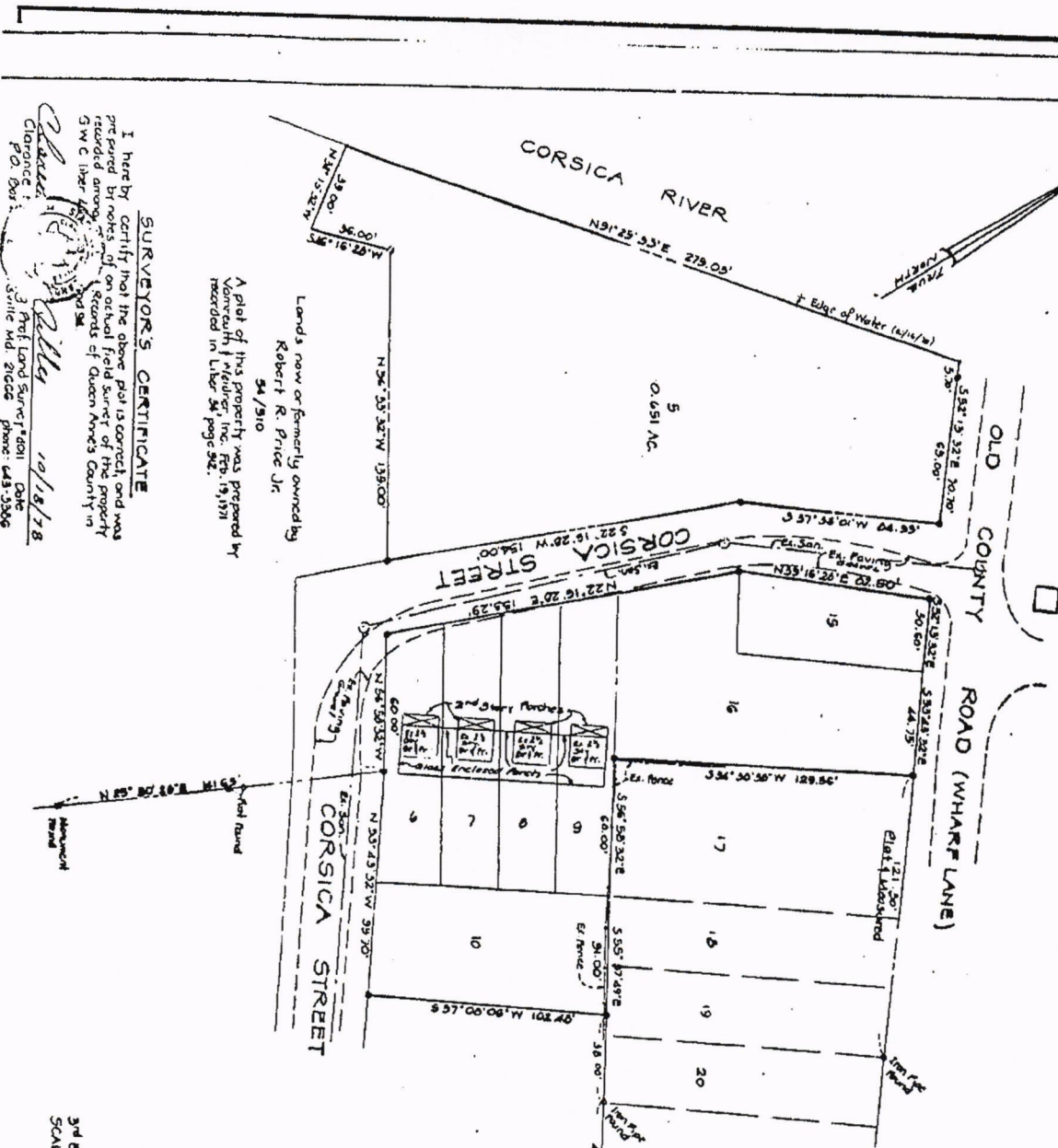
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## Appendix E

- Not involve the alteration of a structure in a manner that changes the essential residential character of the property or district;
  - We have no plans to change any essential residential character of the property. We honor the history of this home and don't plan to change anything about it. We are currently working with the Maryland Historical Trust to ensure the home is brought back to its historical needs.

## Appendix F

- Signs are permitted as provided for in Article IV, Supplemental Zone Regulations, § 170-38 of this chapter.
  - We do not plan to put up any signs of any nature for this home and for the purpose of a short-term rental.



**SURVEYOR'S CERTIFICATE**  
 I here by certify that the above plat is correct, and was prepared by notes of an actual field survey of the property recorded among the records of Queen Anne's County in 5 W C Liber 442 and 94.  
 Date: 10/18/78  
 Prof. Land Surveyor  
 3 Prof. Land Surveyor  
 3rd Floor  
 Annapolis, Md. 21403  
 Phone: 443-3366

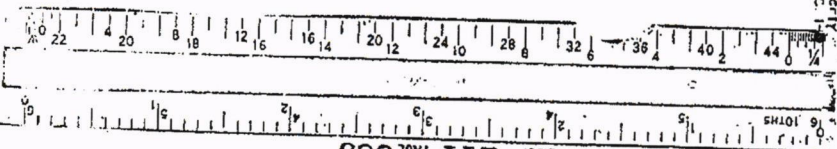
Lands now or formerly owned by  
 Robert R. Price Jr.  
 54/510  
 A plat of this property was prepared by  
 Vannoy & Neidinger, Inc. FTS 19/1511  
 recorded in Liber 54 page 542.

**TITLE INFORMATION**

Deeds: James R. & Margaret J. Steward to  
 William H. & Kathleen Rogers died  
 dated Mar. 3, 1969 recorded Mar. 4, 1969  
 in C.V.C. 40 page 94.  
 2. Robert H. Thompson et al. to William H.  
 & Kathleen Rogers died dated Mar. 3, 1969  
 recorded Mar. 4, 1969 in C.V.C. 40 page 50.  
 Plats: Plat of Joseph W. Gynn property  
 October 21, 1914, recorded  
 page 245 special file 170003

Total Area : 1.271 Acres

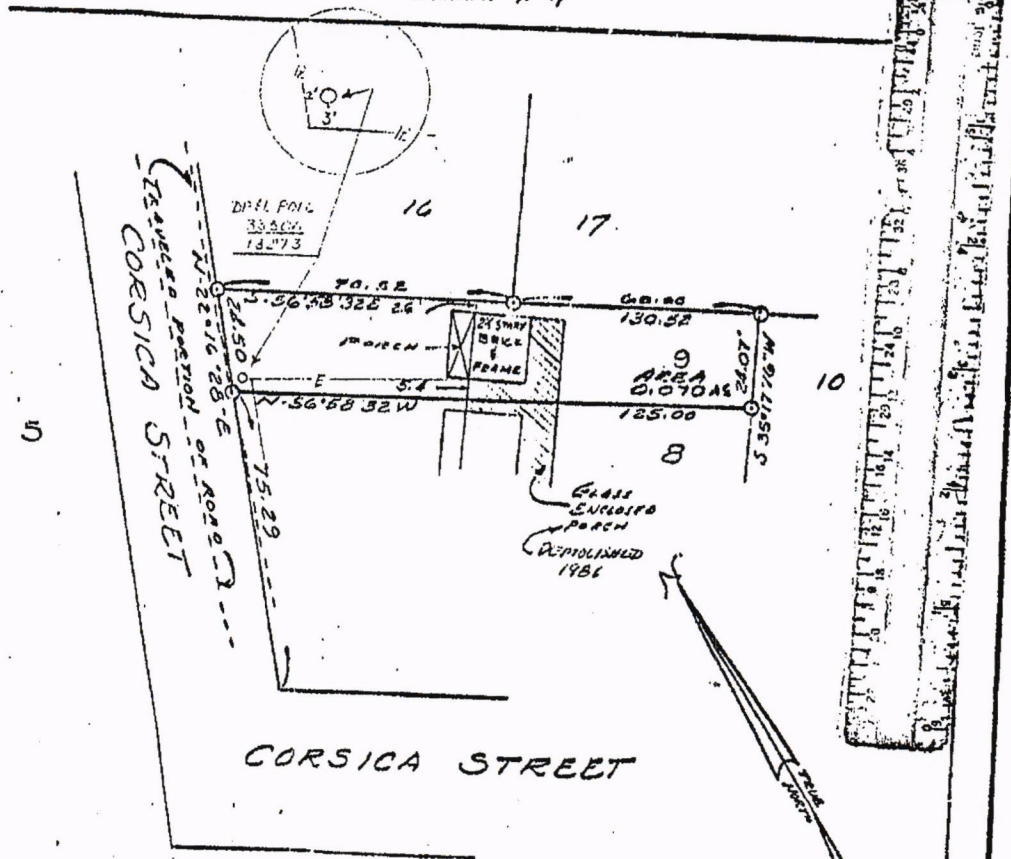
BOUNDARY SURVEY PLAT  
 OF  
 LOTS 5, 6, 7, 8, 9, 10, 15 & 16  
 CENTREVILLE LANDING  
 ALSO KNOWN AS WHARF LANDING  
 TOWN OF CENTREVILLE  
 3rd ELECTION DISTRICT  
 QUEEN ANNE'S COUNTY, MD.  
 OCT. 16, 1978





BOOK 265 PAGE 603

EXHIBIT # 4



LEGEND  
 O DENOTES IRON PIN SET

REFERENCE  
 PLAT OF JOSEPH W. OZMAN PROPERTY  
 DATED OCT. 21, 1914, RECORDED IN W.M.C.  
 LIBER 1-A FOLIO 245  
 SPECIAL FILE NO. 17085



CERTIFICATION  
 I HEREBY CERTIFY THAT THE ABOVE PLAT IS CORRECT AND WAS PREPARED FROM NOTES OF AN ACTUAL FIELD SURVEY OF PROPERTY RECORDED AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND IN C.W.C. LIBER 40 AT PAGE 30

BOUNDARY SURVEY PLAT  
 OF  
 LOT No. 9  
 CENTREVILLE LANDING (OR)  
 WHARF LANDING  
 TOWN OF CENTREVILLE, 3RD ELEC. DIST.  
 QUEEN ANNE'S COUNTY, MARYLAND  
 SCALE 1"=30'

Clarence H. Miller 10/16/78  
 CLARENCE H. MILLER P.G.S. No. 4011  
 P.O. Box 417, STEVENSVILLE MD.  
 21666

OCT. 16, 1978 NR. 78-1

**Fritz, William**

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**From:** Jeffrey C. Morgan <jcmorgan@qac.org>  
**Sent:** Friday, September 9, 2022 12:47 PM  
**To:** Fritz, William  
**Cc:** Stephanie Fritz; John Bowes  
**Subject:** RE: Centreveille MD, R-2. Single Family HOme

**[EXTERNAL EMAIL]** Exercise caution when opening attachments, clicking links, or responding.

Mr. & Mrs. Fritz,

Based on your description provided of how you will be using the residence in Centreville this is still considered a Single Family Residence, not a change of use. The Queen Anne's County Fire Marshal's Office has limited authority when it comes to a single-family dwelling, duplex, or townhouse. This authority is limited to the plan review, inspection, and approval of new construction for One- and Two-Family Dwellings. Also the Fire Marshal's Office has no inspection authority when it comes to existing single family dwelling, duplex, or townhouse that do not change use/occupancy.

Hopefully this is what you were looking for.

Jeff Morgan

**Jeffrey C. Morgan**

Assistant Chief  
Fire Marshal's Office  
Queen Anne's County  
Department Of Emergency Services  
100 Communications Drive  
Centreville, Maryland 21617  
[jcmorgan@qac.org](mailto:jcmorgan@qac.org)  
(O) 410-758-4500 x1144  
(M) 410-443-8535

**From:** Fritz, William <william.fritz@pgparks.com>  
**Sent:** Friday, September 9, 2022 12:35 PM  
**To:** Jeffrey C. Morgan <jcmorgan@qac.org>  
**Cc:** Stephanie Fritz <sfritz@callzilla.cx>  
**Subject:** [EXTERNAL] RE: Centreveille MD, R-2. Single Family HOme

**CAUTION:** This email originated from an external source. DO NOT CLICK any links, open attachments or forward unless you recognize the sender and know the content is safe.

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**This Message originated outside your organization.**

Hey Jeff,

Just to add on to my last email. We have already purchased it.

Thank you for the response. We look forward to your formal response to the below question soon.

Thank you!





THE TOWN OF CENTREVILLE  
101 Lawyers Row, Centreville, MD 21617

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November 8<sup>th</sup>, 2022

To: Town of Centreville, Technical Advisory Committee, Planning Commission,  
Board of Appeals

From: William and Stephanie Fritz, property owners of 204 Corsica Street

Subject: Special Exception Request / Short-Term Rentals | Second Information  
Submittal from TAC Comments

The below and attached information was requested from the TAC meeting held on 10/17/22.

- Appendix G: Fritz deed of July 12<sup>th</sup> 2022
- Appendix H: Declaration of Covenants, Restrictions, and Rights-Of-Way dated June 15, 1995
- Appendix I: Declaration of Covenants legal review from Liff Walsh & Simmons
- Appendix J: Rental agreement information



THE TOWN OF CENTREVILLE  
101 Lawyers Row, Centreville, MD 21617

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Appendices and supporting information specific to the  
Zoning Appeals Application for a Special Exception



204 Corsica Street, Centreville, MD 21617





## Appendix G

- Fritz deed made on July 12<sup>th</sup>, 2022
  - The Fritz deed of 204 Corisca, issued on July, 12<sup>th</sup> 2022, references easements and covenants but with no deed reference to the recorded Declarations.
  - Appendix G Attachments has a copy of the Fritz Deed made on 07/12/22

## Appendix H

- Declaration of Covenants, Restrictions and Rights-Of-Way dated June 15, 1995
  - Declaration of Covenants is included as an attachment under Appendix H Attachments

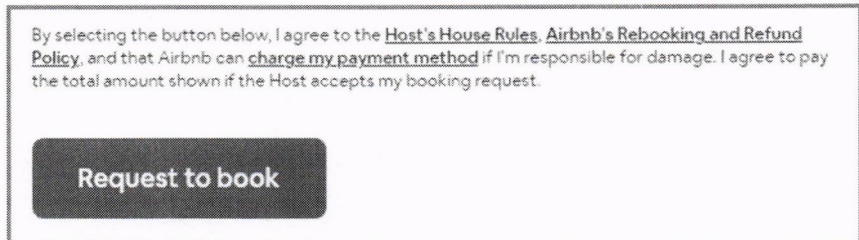
## Appendix I

- William & Stephanie Fritz approached Liff Walsh & Simmons. Liff Walsh & Simmons is a full-service based law firm servicing the legal needs of small businesses and privately held middle-market companies in the greater Maryland region. Liff, Walsh, and Simmons focus their practices on real estate. William and Stephanie approached them to understand the Declaration of Covenants and Owners Committee better. Attached is the legal response from Liff, Walsh and Simmons.
  - Legal response to the Declaration of Covenants is included under Appendix I Attachments
  - Last paragraph in Letter
    - “As indicated above, the Owners Committee’s authority is expressly restricted to exercising the limited power granted to in under the Declaration. See Art. V § c. That authority is limited to providing for the maintenance and repair of Common Maintenance Areas. See Art. V § c & d. The only obligation the Owners Committee is empowered to impose upon a Lot owner is for the payment of annual and special assessments to fund the maintenance of the Common Maintenance Areas. See Art. V § e. Beyond this, the Committee cannot compel a Lot owner to undertake any action or refrain from making any use of their Lot, renting their Lot to third persons, or engaging in any other activity.

- Appendix J

- Rental Agreements

- Rental agreements will be offered by the private owner through their own rules and regulations, partnering with companies such as Airbnb.
- Any short-term renters would be fully vetted out prior to taking possession of the home. The vetting process would encompass the number of tenants, the reason for stay, and past reviews. Tenants receive reviews from Owners on Airbnb and VRBO. During any booking request, we are able to review the tenants previous stays at other rentals and review all feedback from Owners. Any reviews that are negative or people that don't have reviews would not be permitted to stay. For all guests provide a Welcome Book prior to their stay, that explains all house rules and obligations. This book is emailed prior to checking in as well as printed and located in the entrance way of the home.
- Companies such as Airbnb have the below disclosure prior to reserving the space



- Host House Rules include - No pets, no parties or events, no smoking, no more than 4 individuals permitted to stay in the home, music off by 10pm, check out time by 11am and check-in time starting at 3pm.
- Accidents - If someone is responsible for damage during a stay, the payment method charged at the time of the reservation will be used.
- Aircover
  - Airbnb and other third-party hosts offer \$1 Million in damage protection and \$1 million in liability insurance. It's always included in all rentals.
    - <https://www.airbnb.com/help/article/3142/getting-protected-through-aircover-for-hosts>
  - Liability insurance covers Bodily injury to guests and others, damage to or theft of property belongings, and damage caused by a guest to common areas, like building lobbies or nearby properties.
  - Host Damage protection is part of companies such as Airbnb and covers damage to the home or belongings caused by guests, unexpected cleaning costs due to the behavior of a guest during a stay or income lost if you need to cancel due to damage caused by a guest.



- Not only does Airbnb have liability coverage but William and Stephanie Fritz have an Umbrella Insurance Policy up to \$1 Million, with 204 Corisca Street listed as a property under the account.



THE TOWN OF CENTREVILLE  
101 Lawyers Row, Centreville, MD 21617

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## **Appendix G | Attachment**

RE: Fritz deed



**AFTER RECORDING, RETURN TO:**

Attn: S22-21419  
Eagle Title, LLC  
181 Harry S. Truman Parkway  
Suite 200  
Annapolis, MD 21401

Tax ID No.: 03-024997

**DEED**

**THIS DEED**, made this 12 day of July, 2022, by and between **MARY F. CICHON**, party of the first part, **GRANTOR**, and **WILLIAM FRITZ** and **STEPHANIE FRITZ**, parties of the second part, **GRANTEES**.

**WITNESSETH**, that for and in consideration of the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said **WILLIAM FRITZ** and **STEPHANIE FRITZ**, as tenants by the entireties, unto the survivor of them, his or her personal representatives, heirs and assigns, in fee simple, all that lot of ground situate in the County of Queen Anne's, State of Maryland and described as follows, that is to say:

All that lot or parcel of Land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland known and designated as Lot 7 as set forth and shown on a plat entitled "Boundary Survey of Lots #5, 6, 7, 8, 9, 10, 15, and 16, Centreville Landing, also known as Wharf Landing, Town of Centreville, 3rd Election District, Queen Anne's Co., Maryland" dated 10/18/78, revised 2/15/95, and revised 5/22/95, by Clarence H. Miller, Registered Professional Land Surveyor and recorded among the Land Records of Queen Anne's County, in Plat Book D.M. No. 22, folio 42.

The improvements thereon being known as 204 Corsica Street.

**BEING** the same property which, by Deed dated July 30, 2009, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 1887, folio 123, was granted and conveyed by Jason R. Dey unto Mary F. Cichon, as sole owner.

**SUBJECT** to all easements, covenants and restrictions of record.

**TOGETHER** with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

40  
20  
1980 rec  
1000 co  
1000 st  
-----  
4040



THE TOWN OF CENTREVILLE  
101 Lawyers Row, Centreville, MD 21617

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## **Appendix H | Attachment**

RE: Declaration of Covenants



RECEIVED  
CLERK, CIRCUIT COURT

LIBER 497 FOLIOS 18

95 JUN 15 PM 2:22

DECLARATION OF COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY  
QUEEN ANNES COUNTY

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY dated June 15, 1995, by William F. Grovermann and Norma M. Grovermann (collectively, the "Declarant").

RECITALS

A. The Declarant owns four adjoining lots within the Town of Centreville, Third Election District of Queen Anne's County, Maryland, known as Lots 6, 7, 8, and 9 on a Plat of Centreville Landing dated October 16, 1978 by Clarence H. Miller, Registered Professional Land Surveyor, which Plat was amended on February 15, 1995 (collectively, the "Lots") and which Plat has been recorded among the Plat Records of Queen Anne's County in Liber SM No. 22, folio 42. The Lots are more particularly described by metes and bounds and with improvements noted on the attached Exhibit A. The Lots were acquired by Declarant through a deed dated November 21, 1978 and recorded among the Land Records of Queen Anne's County, Maryland in Liber CWC No. 143, folio 509. The Lots are subject to a Purchase Money Mortgage to the Queenstown Bank of Maryland of the same date and recorded in Liber CWC No. 143, folio 514.

B. The Lots are similar in size and layout and are improved by historic brick and frame residential structures that are consistent in construction, design and appearance. These four adjoining properties are listed on the National Register of Historic Places.

C. In addition to an historic preservation easement for the benefit of the Maryland Historical Trust which Declarant intends to convey and record among the Land Records of Queen Anne's County, Maryland on or about the date of this Declaration (the "Deed of Easement"), the Declarant desires to subject the Lots to the covenants, restrictions, rights-of-way and charges herein set forth, which are for the purpose of protecting the mutual use and enjoyment, as well as the aesthetic and scenic value and desirability, of the Lots.

NOW, THEREFORE, this Declaration of Covenants, Restrictions and Rights-of-Way witnesseth, that the Declarant does hereby declare, create, establish and impose the following covenants, restrictions, rights-of-way, conditions and charges to run with and bind the Lots, to wit:

ARTICLE I - DEFINITIONS

- a. "Common Maintenance Areas" shall mean the following:
  1. The Private Driveway as defined below;
  2. All portions of the Lots that are now or hereafter planted in grass;

Mail to: Mr. and Mrs. William F. Grovermann  
232 Prince George's Street  
Annapolis, MD 21401

QUEEN ANNES COUNTY CIRCUIT COURT (Land Records) SM 497, p. 0518, MSA, CE58\_671. Date available 04/08/2005. Printed 10/05/2022.

orig. mailed to: Mr. William F. Grovermann  
address above  
JUN 30 1995

3. All existing and future fencing on the Lots; and

4. The existing three sets of exterior brick stairs situated between the four residential structures on the Lots.

b. "Declarant" means William F. Grovermann and Norma M. Grovermann, the current owners of the Lots.

c. "Declaration" means this Declaration of Covenants, Restrictions, and Rights-of-Way.

d. "Management Committee" shall mean the committee of four (4) persons established under Article V of this Declaration.

e. "Owner" means the person, or legal entity holding the record fee simple title to a Lot. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner for purposes of this Declaration.

f. "Plat" means the Amended Plat of Centreville Landing dated February 15, 1995 prepared by Clarence H. Miller, Registered Professional Land Surveyor, and to be recorded on or about the date of this Declaration in the Land Records of Queen Anne's County.

g. "Private Driveway" means the right-of-way that is approximately 15 feet in width, herein established across the eastern boundaries of the Lots designated as "Stone Drive" on the Plat.

#### ARTICLE II - PURPOSE OF DECLARATION

a. The general purposes of this Declaration are:

1. To establish designated areas within the Lots that are to be maintained in a consistent fashion in order to protect the aesthetic and scenic value and desirability of the Lots; and

2. to establish certain rights-of-way for the benefit of the Owners in order to permit the mutual use and enjoyment of the Lots.

b. This Declaration is not intended, nor shall it be construed or interpreted:

1. To affect or restrict in any manner the usage by the Owners of the Lots or of those portions of the Lots constituting the Common Maintenance Areas; or

2. To grant to the Owners any additional rights or benefits with respect to the Lots or the Common Maintenance Areas beyond those that are set forth in this Declaration or those to which the Owner may be entitled by deed or otherwise.



ARTICLE III - OWNERSHIP; PROPERTY SUBJECT TO DECLARATION

Fee simple ownership of the Lots and all improvements thereon, the Common Maintenance Areas, and the Private Driveway shall remain with the Owners, their heirs and assigns. All of the Lots shall be transferred, held, sold, conveyed, and occupied subject to this Declaration.

ARTICLE IV - RIGHTS-OF-WAY

a. The Owners of the Lots, for themselves, their agents and invitees, shall have the following rights of access and egress over the Private Driveway:

1. In order to have access to, and egress from, Lot 7, the Owner of Lot 7 shall have a right-of-way only over that portion of the Private Driveway which lies within Lot 6.

2. In order to have access to, and egress from, Lot 8, the Owner of Lot 8 shall have a right-of-way only over that portion of the Private Driveway which lies within Lots 6 and 7.

3. In order to have access to, and egress from, Lot 9, the Owner of Lot 9 shall have a right-of-way only over that portion of the Private Driveway which lies within Lots 6, 7, and 8.

4. As it is not necessary for the Owner of Lot 6 to cross Lots 7, 8, or 9 for ingress or egress purposes, no right-of-way is granted to the Owner of Lot 6.

b. The Owner of each Lot, for himself, his agents and invitees, shall have rights of access and egress over the entire width of any exterior brick stairs that adjoin the Owner's residential structure on one or both sides, notwithstanding the fact that portions of such stairs may lie within the boundaries of an adjoining Lot.

c. The Owner of Lot 9, for himself, his agents and invitees, shall have rights of access and egress over the entire width of the exterior wooden stairs that adjoin the northeastern elevation of the Owner's residential structure, notwithstanding the fact that a portion of such steps may lie within the boundaries of one or more adjoining properties.

ARTICLE V - OWNERS COMMITTEE

a. An Owners Committee is established composed of the respective Owners of the four Lots. Such Owners are entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the owners of that Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

QUEEN ANNES COUNTY CIRCUIT COURT (Land Records) SM 497, p. 0520, MSA CE58\_671. Date available 04/08/2005. Printed 10/05/2022.

b. 1. Except as otherwise provided in section e. 5. below, a quorum required for the transaction of business by the Committee shall be the presence of the Owners or of proxies entitled to cast at least three of the four votes. All matters coming before any meeting of the Committee shall be decided by the vote of a majority of the Owners present at the meeting provided that a quorum is present. A tie vote results in no action having been taken.

2. The Owners Committee shall elect from among its members a chairperson and a treasurer and, if it so determines, other officers as it may deem necessary. The officers shall be elected for a one-year term. Any officer shall be subject to removal with cause at any time by a majority vote of the Owners Committee. Vacancies in any office may be filled by the Board of Directors.

3. The chairperson shall preside at all meetings of the Owners Committee and, on behalf of and subject to the direction of the Committee, is authorized to advise Owners of matters decided by the Committee, engage services for the Common Maintenance Areas and do any other things that the Committee is empowered to do under this Declaration.

4. The treasurer shall be responsible for all funds of the Owners Committee and shall keep accurate accounts of receipts and disbursements of the Committee. The treasurer shall levy annual and special assessments authorized under this Declaration, pay for services related to the Common Maintenance Areas and perform such other fiscal duties as may be assigned by the Committee from time to time.

c. The Owners Committee shall have the responsibility to enforce the covenants and restrictions set forth in this Declaration, and to maintain and repair the Common Maintenance Areas, as follows:

1. For the common use of the Owners of the Lots;

2. In a manner that is not inconsistent with the provisions of the Deed of Easement, as well as all applicable laws and ordinances of the Town of Centreville and Queen Anne's County, Maryland; and

3. In such manner and respect that the Common Maintenance Areas will remain in sound order and repair, harmonious in exterior design, appearance, and construction, and attractive and useful to the Owners of the Lots.

d. The responsibility of the Owners Committee to maintain and repair the Common Maintenance Areas shall include, without limitation:

1. The grading, resurfacing and snow removal of the Private Driveway, as necessary from time to time;

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 497, p. 0521, MSA\_CE58\_571, Date available 04/08/2006, Printed 10/05/2022.



2. The mowing in a consistent manner of those portions of the Lots that are now or subsequently planted in grass;

3. The maintenance, repainting and replacement, if necessary, of the existing and future fencing on the Lots;

4. The maintenance and repointing, if necessary, of the existing three sets of exterior brick stairs situated between the four residential structures on the Lots.

e. 1. Each Owner of any Lot by acceptance of a deed therefor, including Lots owned by the Declarant, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Owners Committee (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

2. The assessments levied under this Article shall be used exclusively for the purposes set forth in Paragraphs c. and d. above.

3. The actual assessment for any calendar year shall be fixed by the Owners Committee. The amount of the annual assessment may be changed by the assent of three-fourths (3/4) of the total vote of the Owners voting in person or by proxy at a meeting duly called for that purpose and written notice of such meeting shall be sent to all Owners at least thirty days in advance and shall set forth the purpose of the meeting.

4. In addition to the annual assessments authorized by section 3. above, the Owners Committee 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 or reconstruction, unexpected repair or replacement of capital improvements within the Common Maintenance Areas, or the purchase of any fixtures or personal property required for the maintenance of the Common Maintenance Areas. Any special assessment levied by the Owners Committee shall require the assent of three-fourths (3/4) of the total vote of the Owners who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Owners at least thirty days in advance and shall set forth the purpose of the meeting.

5. The quorum required for any action authorized by Section 3. or 4. above shall be the presence at the meeting of Owners or of proxies entitled to cast all of the four votes.

6. The annual assessments provided for herein shall commence on the first day of January, 1996, and on the same date of each succeeding year.

Written notice shall be sent to each Owner subject thereto. The Owners Committee upon request at any time shall

furnish an Owner liable for such annual assessment or a special assessment a certificate in writing setting forth whether all said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7. Any amount assessed against a Lot shall be the personal obligation of the Owner of that Lot at the time when the assessment is made and, if not paid on the date when due, shall also constitute a lien upon the Lot which shall bind the Lot in the hands of the then Owner from the date when notice of the assessment is mailed as herein provided. The Owners Committee may establish interest on account of any unpaid assessment at the rate of ten percent per annum, and may bring legal action against the Owner personally obligated to pay the assessment. There shall be added to the amount of the assessment the cost of reasonable attorneys fees for bringing the action.

In addition, the Owners Committee may bring an action in accordance with the Maryland Contract Lien Act, Title 14, Subtitle 2 of the Real Property Article, Annotated Code of Maryland.

ARTICLE VI - GENERAL PROVISIONS

a. The covenants, restrictions, rights-of-way, and charges set forth in this Declaration:

1. Shall run with and bind each of the Lots in perpetuity;

2. Shall be binding upon the Declarant and his, her, or their respective heirs, personal representatives, successors and assigns; and

3. Shall inure to the benefit of the Owners from time to time of the Lots.

b. This Declaration may be enforced by the Declarant, the Owners Committee, or by the Owner of a Lot, or by their designees. An action may be brought to enforce this Declaration, including an action to restrain the violation, to recover damages, or to recover the amount of any assessment or interest authorized by the Owners Committee, in any manner authorized by law.

c. If any of the provisions of this Declaration are found to be invalid or unenforceable in any respect by judgment, decree or order, such invalidity or unenforceability shall not affect any of the other provisions, all of which shall remain in full force and effect.

d. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the



address of the Owner as reflected on the real estate tax assessment records of Queen Anne's County, Maryland at the time of such mailing.

e. Each conveyance of a Lot, or of any interest in a Lot, by the Declarant or any subsequent Owner, including any lease of a Lot, shall be deemed to be subject to this Declaration, whether or not the conveying instrument shall so state.

f. This Declaration may be amended or terminated only by written consent of the Owners of all Lots to an instrument to be recorded among the Land Records of Queen Anne's County, Maryland.

WITNESS:

Judith H. Price

William F. Grovermann  
William F. Grovermann

Judith H. Price

Norma M. Grovermann  
Norma M. Grovermann



THE TOWN OF CENTREVILLE  
101 Lawyers Row, Centreville, MD 21617

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Appendix I | Attachment

RE: Declaration of Covenants | Liff Walsh & Simmons Legal Letter



TERRENCE C. LIFF  
JAMES. R. WALSH  
THOMAS W. SIMMONS  
JAMES E. CROSSAN † ‡  
GREGORY J. FERRA  
PHILIP C. DALES †  
MELISSA MENKEL MCGUIRE † ‡  
JONATHAN W. MCGOWAN  
BRADLEY T. WALSH \*  
ERIN M. SHAFFER \*  
PAUL A. SKRICKUS \*  
ABBY K. MOYNIHAN \* † ‡  
ANDRE S. HABIB  
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ALANNA C. CASEY  
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COUNSEL \*  
ADMITTED IN DC †  
ADMITTED IN FL ‡  
ADMITTED IN WV †  
ADMITTED IN VA ‡

November 4, 2022

**Via Email Only (william.fritz@pgparks.com)**

William Fritz  
204 Corsica Street  
Centerville, Maryland 21617

RE: Declaration of Covenants, Restrictions, and Right-of-Way, 204 Corsica Street,  
Centerville, Maryland

Dear Mr. Fritz:

Our firm has been asked to review the Declaration of Covenants, Restrictions, and Right-of-Way recorded among the Land Records of Queen Anne's County in Liber 0497, folio 518, a copy of which is attached as Exhibit A (hereinafter the "Declaration"). As you are likely aware, the Declaration encumbers the real properties located at 200, 204, 208 and 212 Corsica Street, Centerville, Maryland 21617 (hereinafter "Lots 6, 7, 8, and 9", "Lots" or singularly "Lot").

As way of background, the Declaration was created in 1995 when Lots 6, 7, 8, and 9 were jointly owned by William F. Grovermann and Norma M. Grovermann. The central purpose of the Declaration, beyond establishing the rights of access over the "stone drive" located at the rear of the Lots, is to provide for the maintenance and repair of the "Common Maintenance Areas". The Common Maintenance Areas are defined to includes the "stone drive", all portions of the Lots planted in grass, fencing, and the exterior brick stairs which lay between the Lots. *See* Art. I § a. Beyond addressing these limited matters the Declaration puts no encumbrances, restrictions of use, or obligations on the Lot owners. Indeed, Art. I § b specifically limits the scope of the Declaration by providing that it is not intended to "...restrict in any manner the usage by the Owners of the Lots...".

To manage and provide for the maintenance and repair of the Common Maintenance Area, the Declaration mandates the establishment of an Owners Committee. *See* Art. V § a. The Owners Committee is made up of the respective owners of the Lots. *Id.* Each Lot owner is entitled to one vote and the Declaration provides that in order to transact business a quorum of three of the four Lot owners is required. *See* Art. V § b. To approve any measure, a majority vote is required. *Id.* A

vote that results in a tie would defeat the proposed action. *Id.* While, only a quorum is necessary for the Owners Committee decide matters related to its limited purpose, the Declaration itself cannot be amended or terminated without the consent of all Lot owners. *See* Art. VI § f.

As indicated above, the Owners Committee's authority is expressly restricted to exercising the limited power granted to in under the Declaration. *See* Art. V § c. That authority is limited to providing for the maintenance and repair of Common Maintenance Areas. *See* Art. V § c & d. The only obligation the Owners Committee is empowered to impose upon a Lot owner is for the payment of annual and special assessments to fund the maintenance of the Common Maintenance Areas. *See* Art. V § e. Beyond this, the Committee cannot compel a Lot owner to undertake any action or refrain from making any use of their Lot, renting their Lot to third persons, or engaging in any other activity.

Should you have any questions or concerns or would like to discuss any of the foregoing in greater detail, please do not hesitate to contact me.

Sincerely,

/s/ Joshua Welborn  
Joshua Welborn, Esq.