

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION made as of the 29th day of June, 1978, by WESTPHALIA ROAD JOINT VENTURE, (hereinafter referred to as "Declarant"); WITNESSETH THAT:

WHEREAS, Declarant is the owner of those certain pieces or parcels of real property situate in the SPAULDING ELECTION DISTRICT of Prince George's County, State of Maryland, more particularly described on Schedule A appended hereto as a part hereof, and

WHEREAS, Declarant desires to convey the said property from time to time, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges, as hereinafter set forth, and

WHEREAS, Declarant wants to comply with the Zoning Ordinance for the Maryland-Washington Regional District in Prince George's County, Maryland, as enacted on November 29, 1949, and as amended;

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. The easements, covenants, restrictions, and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

#### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to CHESTER GROVE ASSOCIATION, INC., a Maryland corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association and initially being more particularly described as follows:

PARCEL E in the subdivision known as CHESTER GROVE APARTMENTS, containing ~~5.9 acres, more or less,~~ as per plat recorded in Plat Book NLP101 at Plat No. 19 among the Land Records of Prince George's County, Maryland.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the said parcels of land upon which a dwelling house is to be constructed.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to WESTPHALIA ROAD JOINT VENTURE, its successors and assigns, provided that in any action required to be taken by the Declarant the approval evidenced by the signature of the president or vice president of Rocks Engineering Company, on its behalf, shall be sufficient notwithstanding any provisions which may be contained herein to the contrary.

ARTICLE II  
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association; provided that any persons, or entities, who hold an interest merely as security for the performance of an obligation shall not be a member. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. The Association shall not be dissolved except upon approval by the Prince George's County Planning Board.

ARTICLE III  
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be all those owners as defined in Article II with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or
- (b) On February 1, 1980.

ARTICLE IV  
PROPERTY RIGHTS

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

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Declarant and/or the Association, in accordance with its Articles and By-Laws, to borrow money for the purposes of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the home owners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3rds) of the votes of the Class A membership and two-thirds (2/3rds) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days, nor more than sixty (60) days in advance of the date such action is to be taken.

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

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible together with the right of ingress and egress in and upon said parking areas. The Association shall have the right to permanently assign one vehicular parking space for each dwelling.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and, in particular, for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the properties.

Section 3. Establishment of Annual Assessments. A minimum assessment will be established by the Board of Directors of the Association in an amount to assure the purposes of the Association as set forth in Section 2 of this Article V. This minimum shall be adjusted from time to time based on actual experience cost data. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED DOLLARS (\$100).

LAW OFFICES, NATHAN B. BILCHUK

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July; provided that maximum increase in any one year shall not exceed five per cent (5%) of the annual assessment for the preceding year.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding five (5) years, and at the end of such period of five (5) years for each succeeding period of five (5) years, PROVIDED, THAT, any such change shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the Maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, PROVIDED, THAT, any such assessments shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such

certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any bona fide first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, pursuant to a decree of foreclosure under a mortgage or deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI  
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

STATE OFFICE, HYLEM & DILLON

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by majority of all the arbitrators.

#### ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VIII EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

#### ARTICLE IX EASEMENTS

Notwithstanding any provisions herein, the Declarant and/or the Association shall have the unrestricted right to grant any necessary easements or rights of way across Common Areas for the installation and maintenance of public utilities, including sanitary and storm sewers which may be reasonably required for the development of the herein described property.

#### ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and

assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be properly recorded among the aforesaid Land Records.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions; except that this provision shall not be applicable unless the herein described properties are being financed by loans which are insured by the Veterans Administration or the Federal Housing Administration.


Section 5. Approval. Any sale, transfer, assignment, dedication or donation of any common areas or facilities, or any part thereof, in fee or otherwise, whether by the Association or the Declarant, shall require approval of the Prince George's County Planning Board of the Maryland-National Capital Park and Planning Commission, said approval not to be unreasonably withheld. Furthermore, the Commission shall have the right to bring any action for any legal or equitable relief necessary to enforce the aforementioned Commission rights. In addition, the rights, privileges and obligations afforded to the Prince George's Planning Board of the Maryland-National Capital Park and Planning Commission as set forth herein, shall not be subject to any amendment procedure.


IN WITNESS WHEREOF, the Declarant has caused its corporate seal to be hereunto affixed and these presents to be executed in its corporate name by RALPH D. ROCKS, its president, attested by THOMAS G. MARTIN, its secretary, hereunto affixed as of the day and year first above written.

Attest:

WESTPHALIA ROAD JOINT VENTURE  
By: ROCKS ENGINEERING COMPANY

By:

  
Thomas G. Martin, Secretary

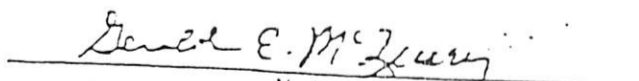
  
Ralph D. Rocks, President

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

, to wit:

On the 29<sup>th</sup> day of June, 1978, before me, the undersigned officer, personally appeared RALPH D. ROCKS who acknowledged himself to be the president of ROCKS ENGINEERING COMPANY, a corporation, and that he as such president, being authorized so to do, executed the foregoing instrument bearing date as of the 29<sup>th</sup> day of June, 1978, for the purposes therein contained, by signing the name of the corporation by himself as president.

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

  
Notary Public

My commission expires: March 17, 1980

SCHEDULE "A"

ALL of the Plat of Subdivision known as "Parcel "E", a resubdivision of Parcel "C", Chester Grove Apartments", as per plat duly recorded among the Land Records of Prince George's County, Maryland in Plat Book 101, Plat No. 19; and,

ALL of the Plat of Subdivision known as "A Resubdivision of Part of Parcel "C", Chester Grove Apartments", as per plat duly recorded among the Land Records of Prince George's County, Maryland in Plat Book 101, Plat No. 20; and

ALL of the Plat of Subdivision known as "A Resubdivision of Part of Parcel "C", Chester Grove Apartments", as per plat duly recorded among the Land Records of Prince George's County, Maryland in Plat Book 101, Plat No. 34.



## THE DECLARATION OF COVENANTS

Owners should have received a copy of the Declaration of Covenants at the time of settlement on the property. The Declaration of Covenants will subsequently, throughout this document, be called the covenants. Moreover, it is the responsibility of each owner to read and understand this document.

The Covenants are a binding contract between the developer of Chester Grove Apartment and all residents. The covenants assure the residents of certain minimum standards for land use, architectural design, and property maintenance throughout the neighborhood. They are the instrument which provides the framework for creation as well as the mechanism for operation of the Architectural Review Committee, subsequently, throughout this document, be called the ARC.

The Covenants "run with the land" as a part of your deed of ownership and for all practical purposes may not be changed. With the completion of the development, the covenants became a contract between the homeowners association, as represented by its elected Board of Directors, and the resident as well as between each resident and every other resident of the neighborhood. It is our intent and duty to help you in every way to obtain the fullest enjoyment of your private property and the commonly owned property while simultaneously fulfilling our obligations to other residents.

## THESE ARE GUIDELINES

Article VII of the Declaration of Covenants delegates to the Board of Directors, the responsibility to set rules and procedures for architectural control and the power to interpret the covenants and allow exceptions to their restrictions. The guidelines presented here have been prepared by the ARC as a part of their responsibility.

These guidelines should be understood as just that: GUIDES TO BE USED BY RESIDENTS IN PREPARING AN APPLICATION FOR EXTERIOR MODIFICATION. Based upon the policies and previous decisions of the board, they will tell you what is most likely to be approved in typical circumstances, and also give you important information on how to prepare your application

## PROCEDURE FOR CHANGES

### 1. AUTHORIZED CHANGES

Complete plans and specifications for any change must be submitted to and approved by the ARC. Submissions must include the location, nature, shape, height, material, color, type of construction and any other proposed form of change. Approvals will be kept on permanent file and one copy will be returned to the member applicant. Decisions will be forthcoming within 30

days and approvals are in no way transferrable. A complete application submission must include the following:

- A. Completed application
- B. Diagram of modification
- C. Listing of materials
- D. Plat of property

## 2. LIMITATIONS

A. Approved changes must be started within 6 months and completed within 12 months. No deviations from the approved plan will be tolerated. If not acted upon within 12 months, previously approved plans must be resubmitted for committee approval.

B. The owner or tenant shall comply with the declarations of covenants as well as all laws, ordinances and regulations of Prince George's County and the State of Maryland.

## 3. UNAUTHORIZED CHANGES

Alterations begun without prior approval are done so at risk to the member. If one fails to submit an application, or if the application is turned down or modified, the member will bear the cost of removing the alteration and restoring the change to its original state as well as the cost of litigation. The Covenants provide the means for placing these costs as a lien against the members property.

## 4. CERTIFICATION OF COMPLIANCE

Upon completion of the approved plan, the members may request a certificate of compliance from the ARC, a copy of which will be kept on permanent file.

## ENFORCEMENT

In order to ensure that property values are maintained, and as required by the Covenants, your representatives must ensure compliance with the covenants. Accordingly, the following procedures have been established:

1. When a violation is cited, notice of violation is sent.
2. If no communication is received by the ARC and/or the problem is not corrected within thirty (30) calendar days, a second notice is sent.
3. If no communication is received by the ARC and/or the problem is still not corrected, the matter will be referred to the Board of Directors legal counsel for enforcement of the covenants and restrictions.

OWNERS ARE RESPONSIBLE FOR ANY VIOLATIONS BY THEIR TENANTS

#### APPEALS

Any member dissatisfied with a decision of the ARC, may, within 15 working days after the decision is rendered, make an appeal to the Board of Directors. Subsequently, the Board shall, within 60 days, conduct a hearing to address the appeal.

#### ANTENNAS

External or outside antennas of any kind are prohibited.

#### ATTIC VENTILATORS

This includes any attic ventilator that is exterior on the structure. The following provisions should be met:

1. No part of the ventilator shall protrude more than 12" above the roof surface.
2. All exposed parts are to be painted to match the exterior color of the material they penetrate so as to conceal them.
3. Shall be mounted and located on the least visible side of the roof, preferably the back side, and must not extend the ridge line.
4. If it becomes necessary to block air flow through the ventilator, this should be done from the inside of the structure.

#### AWNINGS

Awnings will not be allowed.

#### BASKETBALL BACKBOARDS

Basketball backboards must be completely portable and must be removed when not in use.

#### BOATS AND RV'S

No boats or RV's shall be installed, constructed, maintained or stored upon any member lot. The same is true for the parking areas.

#### CHIMNEYS (RESIDENTIAL) AND SMOKESTACKS

Exterior chimney installations will be in harmony with the applicant's as well as surrounding townhouses. It is recommended that chimneys adhere to the original building concepts and match the existing architecture.

1. In general, chimney which exit through a wall or foundation or which run vertically along a wall must be of brick construction or be boxed in with materials which match the exterior wall finish in material, style and color.
2. In all cases, the height of the exposed metal section or the boxed-in chimney should be limited to the minimum permitted by the Prince George's County Building and Fire Codes, which is "from the point on the stack where no roof top elements is within a ten foot horizontal arc, an additional two feet of stack shall

be installed."

#### CLOTHES POLES AND LINES

Clothes poles and lines, portable or permanent, are not allowed.

#### DECKS, PATIOS AND WALKWAYS

This guideline refers to any new or expanded patios, decks and walkways, or to any material changes in existing patios, decks, and walkways. All new materials should be of simple material of a neutral color, such as undyed concrete, stone or clay brick, or treated wood.

1. Decks and patios may be constructed on wood, masonry, stone or concrete, providing that the color and texture of the material is in harmony with the adjacent structures. Decks may not be stained or painted.
2. Decks and patios must be located to the rear of the dwelling.
3. The decks or patio must end at least two (2) feet from the back property line.
4. The height of the deck or patio is limited to the finish floor line of the townhouse dwelling.

#### DOG HOUSES

Under no circumstances is a dog house to be placed in the front yard area. Dog houses may only be placed in the fenced-in back yard of the member's townhouse.

The dog house must be compatible in color with the dwelling and natural surroundings.

#### FENCES

An application is required for all fences including replacement of the privacy screenings. Fences must be of the same style and architecture as the original privacy screening.

Double gates may be installed as long as they conform in style etc. as the existing privacy screening. If digging is required member should contact Miss Utility.

#### GARDENS (ROCK)

Written approval is not necessary for rock gardens at grade and provided that the rocks are left in their natural color.

#### GARDENS (VEGETABLE)

Written approval is not necessary for vegetable gardens provided the following conditions are fulfilled:

1. Located between the rear line of the house and the rear property line.

2. Its size does not exceed 1/4 of the area described in "1."
3. It is not planted on a grade which will cause damage to property below it through the flow of water onto lower property.

#### GRILLS (BARBEQUE)

Permanent grills are generally discouraged, but will be evaluated on a case by case basis.

#### GUTTERS AND DOWNSPOUTS

Written approval is not required, however, replacement shall be done with material that is the same color as the original equipment and installation will be performed in such a manner so that there is no change in the direction of drainage.

#### LAWN ORNAMENTS AND EMBELLISHMENTS

Lawn ornaments and embellishments over two feet in height require an application and will be evaluated on a case by case basis.

All lawn ornaments and embellishments two feet in height and under must be in keeping with the architectural character of the neighborhood and restricted to flower bed area when placed in front yard area.

#### LEASES

Lessees bear the same responsibilities as the owner.

#### OWNERS ARE RESPONSIBLE FOR THEIR TENANTS ACTIONS.

#### LIGHTING (EXTERIOR)

Replacement of an existing light fixture, if accomplished with a realistic match to the old fixture, does not require approval. Landscape lighting does not require approval.

An application is required, however, for changes in style, shape, color or positioning, or if additional fixtures are to be installed on existing or new structures.

All exterior lighting should be installed so as to not shine on adjacent property or public space, and should be aesthetically planned for each location.

Flood lights and various types of high output lights fall under the category of security lighting. Exterior lighting of this type must be considered more carefully because of the impact on neighboring properties. Light fixtures of this type should be carefully aimed so that they illuminate only a specific areas, such as a doorway. Some high output light fixtures may have to be shielded in a manner similar to some light installations to prevent unwanted or excessive intrusion of light from one property to another.

Temporary lighting for decorations, holiday and festival use, does not require a formal application. Holiday lighting may be

installed for a period not to exceed six weeks. After the period of use, all temporary lighting and decorations shall be removed.

It is recommended that before any digging is initiated, that the applicant call Miss Utility for locations of existing utilities.

#### MAINTENANCE OF PREMISES

Each owner or tenant shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements all-in a manner and with such frequency as is consistent with good property management. The owner or tenant shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises in the prescribed manner.

#### MAJOR BUILDING ADDITIONS

Major building additions include, but are limited to greenhouse, purchases, and rooms, etc. The design of major additions should be consistent with the existing shape, style and size of the dwelling in the following way.

1. Siding, roofing and trim materials should be the same as or compatible with existing materials of the dwelling in color and texture.
2. New windows and doors should be compatible with those of existing dwelling in style and color. These should also be located on walls at the same approximate height as those of existing dwelling, and be trimmed in a similar manner.
3. Roof eaves and fascias should be the same depth, style and approximate slope as those existing on dwelling.

The following conditions shall determine the acceptability of new addition locations.

1. Additions should not significantly impair the view, amount of sunlight, or ventilation of adjacent residences or the public's use or enjoyment of open space. New windows, doors, or viewing areas from addition should not impinge upon existing internal or external private areas of adjacent residences.
2. New additions should not create situation in which adjacent neighbors will have difficulty adding to, modifying or maintaining existing dwellings.
3. Additions should not adversely affect drainage conditions on

adjacent properties through changes in grade or other significant run-off conditions.

#### NOXIOUS BEHAVIOR

No noxious or offensive trade or activity shall be carried out on any lot or within any dwelling.

#### PETS

Only pets not maintained for commercial purposes may be kept by members. Pets must be attended at all times, registered, licensed and inoculated as required by law.

Pets are not permitted on the common areas unless accompanied and controlled by a member. Scoop laws must be followed.

#### PLANTINGS

Applications are not required for foundation plantings, trees, or single plantings; however, a complete application is required for hedges.

#### PRIVACY SCREENING

Replacement of privacy screening must be of the same style as originally installed. Privacy screening cannot be painted, but can be stained with a wood preservative.

#### PRIVATE POOLS/HOT TUBS

Private pools are generally discouraged because there are very few locations in townhouse communities where they can be placed without affecting adjacent properties.

Portable children's wading pool not more than six (6) feet in diameter are permitted without an application. A complete application should be filed for all other pools, and any type of hot tub.

#### REPAINTING

An application is required when house, siding or trim, is to be painted a color different than its existing color. The new paint is considered to be different if the color itself changes (for example, yellow instead of green) or if, while the color remains the same, it is lighter or darker than the original. An application is not required when the new paint is the same of the original in both these respects.

Application must include samples of all color changes, as well as a description of where on the house changes will occur. The colors of adjacent homes must also be included in the application and will be a determining factor.

Similarity of color tones in neighborhoods is a means of assuring the complimentary blending of each house with its landscape background.

#### RESIDING/RETYLING

The choice of the material to be used in residing is left to the discretion of the member, however, it is strongly recommended that the style, material, color and shape of the existing structure be retained. It is the owner's responsibility to ascertain whether the new material meets the Prince George's County building and fire codes which apply to exterior materials. Moreover those attributes listed above should be consistent or compatible with the style and color of siding material on neighboring townhouses.

The style of existing trim work at soffits, corners, eaves, windows and doors, and on accent panels, shutters, or other stylistic features should be retained in the residing design. This will be considered an important requirement where these elements contribute to the visual continuity of the neighborhood by evoking similarities in style among nearby homes.

The ARC will render a decision based on the following considerations:

1. Size and shape of the residence in relation to existing and proposed materials.
2. The variety of styles and siding materials of the homes immediately surround the residence.
3. Types of materials used as well as colors and shapes, etc.
4. The overall visibility of the residence from nearby public and private properties.

#### SCREENS, STORM WINDOWS AND DOORS

Screens, storm windows and doors do not require approval if a colors and style is chosen that match the house and storm doors are of a straightforward design, without extensive or extreme decorative embellishment.

All other types of door and window alterations require an application. All applications should include descriptions of materials, color, and type to be used.

#### SHEDS, TOOL/STORAGE

1. Sheds should be located as close to the dwelling as possible, preferably attached. However, they may be built in conjunction with the privacy fence. Sheds must be closed in and



secure.

2. Sheds must be located to the rear of the dwelling and may not extend beyond either side.
3. The maximum storage area cannot exceed 120 square feet. For a shed attached to the dwelling, the height may not exceed seven (7) feet.
4. If a storage shed is attached to the dwelling, then one wall must be in common with the dwelling and it must be constructed of the same materials as the dwelling. The siding, doors, and trim must be the same size, color, and texture as that of the dwelling. Additionally, the roof must have the same color as the existing roof.
5. Detached sheds are permitted provided they are in the rear fenced in area behind the townhouse.

#### SIGNS

Only signs approved by the committee may be erected, posted or displayed.

Exceptions:

1. Professional sign, i.e. medical doctor not to exceed two (2) square feet.
2. Real estate sign not to exceed 6 square feet.

#### SOLAR COLLECTORS

Solar collectors can represent a large visual impact on a structure due to their size. Therefore, it is important to properly integrate the collector into the design of the house so as to properly conceal it. Whenever possible, solar collectors should not be placed on the front side of the roof.

Collectors should be located to give maximum advantage to the user and minimum visibility.

Large collectors on a sloping roof should appear to be flush with the roof and not laying on top. Smaller collectors may be laid on top of a sloping roof and finished to appear like a skylight.

Collectors should be constructed of glass with wood or metal trim. All trim should be painted to match the background color of the roof or house trim to conceal it. Plexiglass is not acceptable as it sags and yields an unsatisfactory appearance. All pipe work should be concealed.

All applications should include a site plan plus elevations of

the house showing the appearance of the collector. Details should show how the collector edges will meet the roof. Any superstructure necessary to elevate collector above existing roof place must be enclosed by approved materials and color.

#### STORAGE

No accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, etc will be tolerated.

#### STRUCTURES

No temporary structures, trailers, tents, pens, kennels, runs, stables, or other structures may be erected, used or maintained.

#### SWING SETS AND SANDBOXES

The equipment should be located behind the house as inconspicuously as possible. New swings sets and sandboxes do not have to be painted. However, when the equipment needs to be painted, it should be painted solid dark green or brown. application is not required.

#### TRASH

Trash and garbage containers are to be kept out of public view except on trash collection day. It is recommended that all refuse be placed in covered containers and conform to the rules established by the contract trash company.

Burning of trash is prohibited.

#### TREES

No trees may be removed with approval.

#### VEHICLES AND REPAIRS

Junk vehicles, house trailers, campers, boats and the like are not permitted. Repair of vehicles is not permitted except in case of emergency. Cars without current state license plates and/or inoperable for road use (flat tires, etc) shall not be parked in the parking area.

#### WOOD STORAGE/FIREWOOD

Storage of firewood shall be restricted to the area behind your townhouse at a height not to exceed the privacy screening.

CHESTERGROVE

ARCHITECTURAL CONTROL FORM

SUBJECT: Architectural Review Committee  
Chestergrove Homeowners Association  
P.O. Box 47110  
District Hgts., MD 20747

TO: Name \_\_\_\_\_ Unit # \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_ (H)  
\_\_\_\_\_ (W)

Approval is requested to make the modification, alteration or addition described and depicted below (or on additional pages, as necessary). Include such information as dimensions, materials, color, design, location, etc., in sufficient detail to allow a decision.

I (We) acknowledge and agree that I (we) will be solely liable for any claims, including without limitation, claims for property damage or personal injury, which result from the requested addition or modification. I (We) hereby indemnify the Homeowners Association from and against any and all such claims. I (We) understand and acknowledge that I (we) am (are) responsible for complying with all applicable codes and ordinances, and for obtaining all necessary permits and inspections for the requested addition or modification and further that I (we) am (are) responsible for all maintenance, repair and upkeep of said addition or modification.

\_\_\_\_\_  
(Signature of Owner) (Signature of Co-Owner) (Date)

DATE RECEIVED: \_\_\_\_\_

ACC COMMITTEE: APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ NEED MORE INFORMATION \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

BOARD OF DIRECTORS: APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ NEED MORE INFORMATION \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

CHESTERGROVE HOMEOWNERS ASSOCIATION  
REQUEST FOR MODIFICATION OR ADDITION

NOTE: Please submit an original and two (2) copies of this form. One copy reflecting the action taken by the ARC will be returned to you for your records.

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Unit Number/Lot: \_\_\_\_\_

Telephone: (H) \_\_\_\_\_ (W) \_\_\_\_\_

In accordance with the Declaration of Covenants, Conditions and Restrictions referred to in the Deed covering the property described above, I/we hereby apply for written consent to make the following modification(s) or addition(s).

DESCRIPTION OF MODIFICATION OR ADDITION REQUESTED

The description should include complete information necessary for the ARC to thoroughly understand anticipated modifications or additions such as the height, width, size, shape, color, etc. Please submit photographs, sketches, brochures, or copies of your plat, if appropriate.

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Homeowners Signature \_\_\_\_\_ Date \_\_\_\_\_

Acknowledgement by adjacent property owners is needed. Their signatures indicate an awareness of intent and do not constitute approval or disapproval.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Owner's Acknowledgement: I/We understand that:

1. Material herein contained shall represent alterations which comply with the zoning and building codes of the county to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of such ordinances. I/We are responsible for obtaining the necessary building permits prior to commencement of construction.
2. No work shall commence until written approval of the ARC has been received by me/us. Any construction or exterior alteration before approval of this application is not allowed and that, if alterations are made, I/we may be required to return the property to its former condition at my/our own expense; and that I/we may be required to pay all legal expenses incurred.
3. Approval is contingent upon all work being completed in a workmanlike manner. Members of the ARC may make a routine inspection.
4. This request is subject to restrictions by the Covenants and a review process as established by the Board of Directors. Any variation from the original application must be resubmitted for approval. A copy of this request will be returned to me/us after review by the ARC.

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

ARCHITECTURAL REVIEW COMMITTEE

( ) Approved as requested.

( ) Approved subject to the following conditions/modifications:

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( ) Disapproved for the following reasons:

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Copy returned to Owner on \_\_\_\_\_

\_\_\_\_\_  
ARC Signature

\_\_\_\_\_  
Date