



Preliminary Plan Amendment 11988094A – in Response to a Violation – Palatine, Lot 5, Block C



Stephen Peck, Senior Planner, DARC, Stephen.Peck@montgomeryplanning.org, 301-495-4564



Mark Pfefferle, Chief, DARC, Mark.Pfefferle@montgomeryplanning.org, 301-495-4730

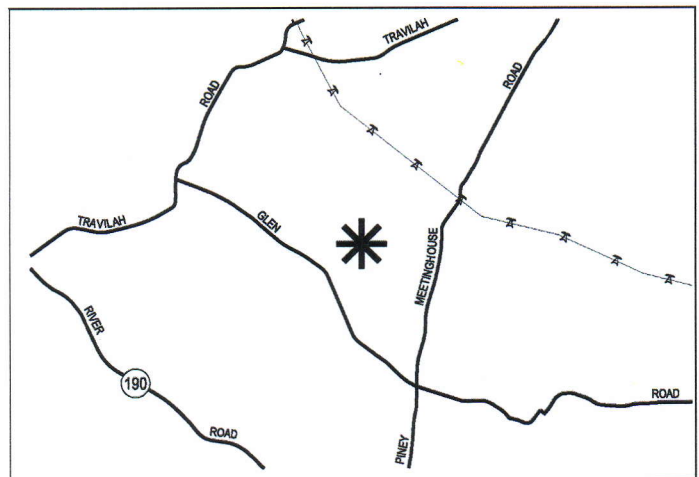
Completed: 11/27/13

Description

**Limited Amendment, Preliminary Plan No. 11988094A,
Palatine, Lot 5, Block C (in response to a violation)**

Request to remove 1,970 square feet of existing
conservation easement and mitigate onsite.

- Located at 12516 Noble Court, 500 feet south of Palatine Drive in Potomac
- Within Potomac Subregion Master Plan
- Applicant: Rajat and Shakuntala Malik
- Submitted on September 18, 2013



Summary

- Removal of 1,970 square feet of existing conservation easement.
- Onsite mitigation exceeds the area of conservation easement to be removed. Onsite mitigation:
 - Adds 1,000 square feet of unprotected stream buffer to Category I conservation easement and
 - Protects trees and wildlife habitat of 45,034 square feet of existing conservation easement by
 - Conversion of 29,329 square feet of existing conservation easement to a more stringent Category I conservation easement and
 - Conversion of 15,705 square feet of existing conservation easement to a more stringent Category II conservation easement.

STAFF RECOMMENDATION AND CONDITIONS

Approval of the Limited Amendment to the Preliminary Plan subject to the following conditions:

1. Applicant must submit a complete record plat application no later than ninety (90) days from the mailing date of the Planning Board Resolution approving the limited amendment to the Preliminary Plan that delineates the revised conservation easements on the Subject Property. The existing conservation easement remains in full force and effect until the record plat is recorded in the Land Records for Montgomery County, Maryland.
2. The record plat must reference the standard Category I conservation easement agreement as recorded at liber 13178, folio 412 in the Land Records for Montgomery County, Maryland.
3. The record plat must reference the standard Category II conservation easement agreement as recorded at liber 13178, folio 421 in the Land Records for Montgomery County, Maryland.
4. All other conditions of Preliminary Plan No. 119880940 that were not modified herein, as contained in the Montgomery County Planning Board's Opinion dated February 14, 1989, remain in full force and effect.

BACKGROUND

The Montgomery County Planning Board approved Preliminary Plan No. 119880940 "Palatine in Potomac" on February 14, 1989 for 133 lots on 287 acres of land in the RE2 Zone. Palatine Lot 5, Block C "Subject Property" was included as one of the 133 lots. The approval was in accordance with the Subdivision Regulations which make up Chapter 50 of the Montgomery County Code. The Montgomery County Planning Board opinion is included as Attachment 1.

"Palatine in Potomac" also known as "Palatine" or "Palatine Subdivision" is located in a sensitive environmental area in Montgomery County. Part of Palatine including the Subject Property is located between the North Serpentine Barrens Conservation Park and the South Serpentine Barrens Conservation Park (See Figure 1). Sandy Branch and Greenbriar Branch streams flow south and west through the Palatine in Potomac subdivision. Greenbriar Branch flows through the rear of the Subject Property. The area soil is characterized by shallow silt loam with seasonally high water tables.

The approved Preliminary Plan limited grading to protect the Sandy Branch and Greenbriar Branch streams. Condition 5 from the Planning Board opinion dated February 14, 1989, required recordation of conservation easements over the stream buffer and floodplain.

The Palatine conservation easements are pre-forest conservation law conservation easements. The developer recorded the required easements and the locations of the easements are shown on the record plat. Palatine Lot 5, Block C is shown on Record Plat # 17703. A copy of Record Plat # 17703 is included as Attachment 2. After recording the required record plats, "The Palatine in Potomac Declaration of Protective Covenants, Restrictions and Easements" were recorded by the developer and are found at Liber 9297 Folio 022 in the Montgomery County Land Records (Attachment 3). The

easement agreement granted a scenic, conservation and open space easement to M-NCPPC. The Conservation Easement protects topography and scenic character and prohibits alterations to existing topography and making of improvements on conservation easement area (Article V, Section 4 of Attachment 3). The Conservation Easement agreement permits the Dumont Oaks Corporation, its successor or assigns to allow the planting of grass and shrubs provided the planting does not substantially alter topography. Excavations and grading within the Conservation Easement require prior written permission from M-NCPPC. Cutting of trees, live or dead, within the Conservation Easement is not mentioned within the Conservation Easement.

Site Description

The house on Palatine Lot 5, Block C was built in 1997 for the current property owners. The Subject Property is 2 acres in size and 500 feet south of Palatine Drive on Noble Court.

At the time of Preliminary Plan approval, three water sources traversed the Subject Property. A perennial stream flowed south along the northwest boundary of the property. The main channel of Greenbriar Branch stream flowed south east through the rear of the property. A third water source, a seep or a spring flowed from the center of Lot 5, Block C through the side yard area of the lot down to the floodplain of Greenbriar Branch. Conservation easements were established over the stream buffer area and the area of the seep or spring on the Subject Property. The location of the conservation easement is shown on record Plat 17703 and Figure 2.

The Preliminary Plan approved a Rough Grading plan for the subdivision. It appears that the limit of grading condition was honored during the 1997 home construction as the trees surrounding the home are visible in aerial photos. However, it appears that the water table was disturbed during the construction of the subdivision, or the house, altering the water flowing from the spring/seep.

In 2011, the property owners applied for a building permit for a house addition. Building Permit 577088 was issued by the Montgomery County Department of Permitting Services for a 2,085 square foot building addition on the Subject Property on August 29, 2011. This building addition was constructed within the recorded Conservation Easement.

Figure 1 and Figure 2 below shows the Subject Property, water resources and conditions of the property as of March 2013.

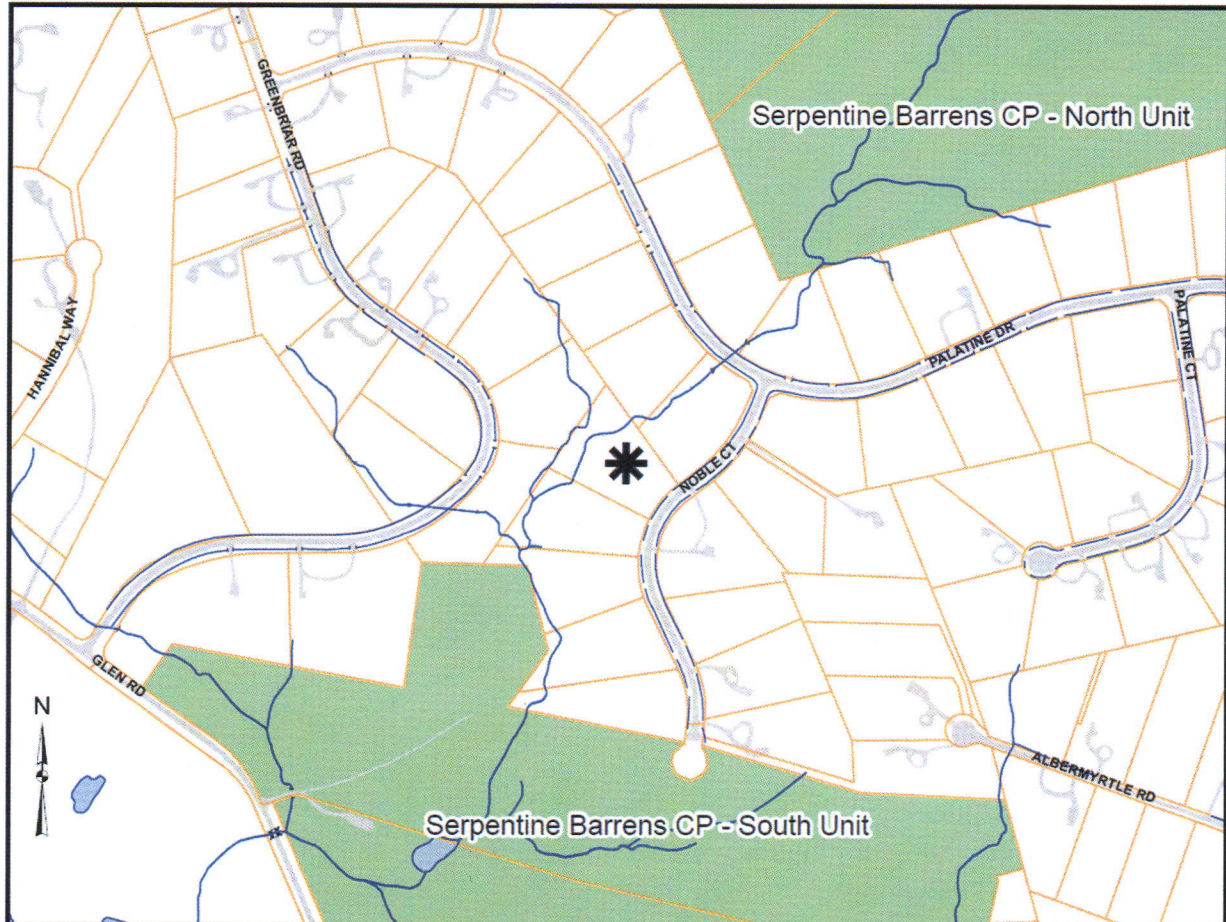


Figure 1 : Environmental Features and Parks Surrounding Palatine Lot 5, Block C



Figure 2: Palatine in Potomac Lot 5, Block C - 2013 Conservation Easement Map

Conservation Easement Violation

On April 4, 2012, as the construction of the building addition was completing, the forest conservation inspector met with a fence contractor at the property. At this time, the forest conservation inspector determined that the building addition was constructed within the seepage, spring area of the conservation easement. At the time, no surface water was noted within the seepage, spring area of the conservation easement. In addition, grading had been done within the stream buffer area of the conservation easement.

On April 6, 2012, the property owner was issued a notice of Preliminary Plan violation for grading and building a house addition within a conservation easement. A copy of the notice of violation is included as Attachment 4. The notice of violation informed the property owner that a limited amendment to the Preliminary Plan would need to be submitted and approved to change the conservation easement. The forest conservation inspector also required remediation for the grading in the stream buffer area. In late spring 2012, the property owner completed remediation of the stream buffer area by planting 37 trees and 20 shrubs on either side of Greenbrier Branch stream. An amendment to the Preliminary Plan for Palatine lot 5, block C was accepted by the Planning Department on October 7, 2013.

Proposal (Figure 3 and Figure 4)

The applicant proposes to remove 1,970 square feet of existing conservation easement including the portion that is the house addition and the dried-up, seep/spring area of the property (Figure 3). The area of removal is not within the stream buffer of Greenbriar Branch. To mitigate for the loss of this conservation easement area, the applicant proposes to enhance the conservation easement protection of the Greenbriar Branch stream buffer. The proposal includes converting 29,329 square feet of existing conservation easement area between the eastern edge of Greenbriar Branch and the rear property line to a more stringent Category I conservation easement. The 15,705 square feet area of existing conservation easement between the east edge of Greenbriar Branch and the eastern edge of the stream buffer is proposed to be converted to a more stringent Category II conservation easement. In addition, there is approximately 1,000 square feet of currently unprotected stream buffer at the northwest corner of the property proposed to be placed into a Category I conservation easement.

The Category I conservation easement establishes an area of protected forest, protects the majority of the 2012 supplemental planting and prohibits cutting of existing and regenerating trees and shrubs. By protecting the trees and shrubs, the wildlife habitat these plants provide is protected as well. In comparison, the existing conservation easement protects topography but does not forbid the cutting of trees. The Category II conservation easement protects the existing trees greater than 6 inch in DBH (diameter at breast height) and protects wildlife habitat. With the approval of this amendment, the entire stream buffer on the subject property is to be protected by conservation easement that will ensure the long term protection of a natural regenerating forest.

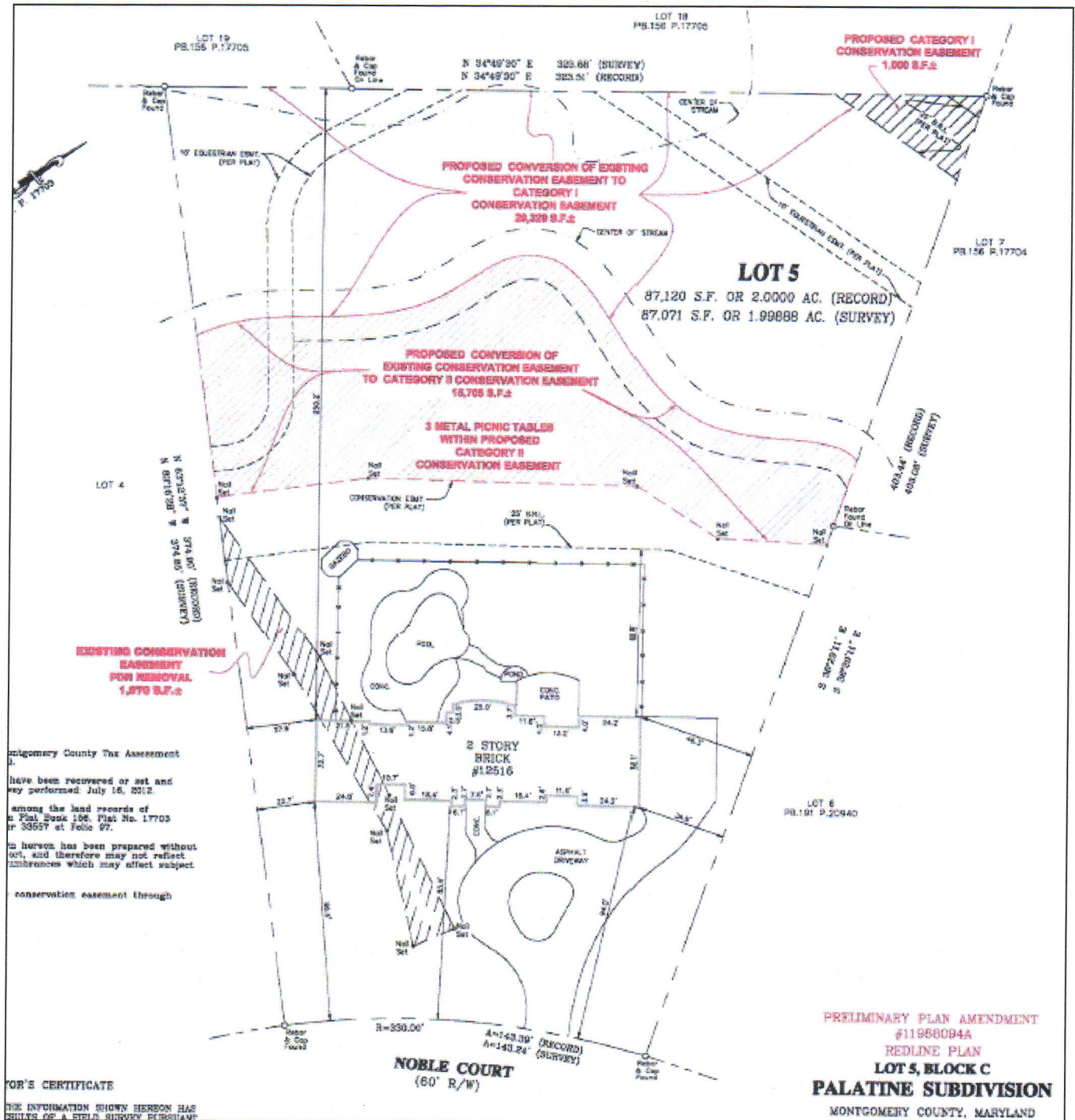


Figure 3: Proposed Conservation Easement Changes (Redline Preliminary Plan Amendment 11988094A)

The property owner has installed three metal picnic tables in the proposed Category II conservation easement area. Installing picnic tables is not a violation of the conservation easement agreement and they are proposed to remain within the Category II conservation easement. Picnic tables and mowing are permitted by the existing Conservation Easement agreement and can be permitted with written approval in a standard Category II conservation easement. However, the proposed Category II conservation easement would protect tree canopy, which was not provided by the easement currently in effect. Figure 4 shows the picnic tables, the mowed area and the treed area that will be within the proposed Category II conservation easement.



Figure 4: Picnic Tables, Mowed Treed Area and Forest at Palatine Lot 5, Block C. Photo date: 09/24/13

A new record plat will be required to show the removal of existing conservation easement, establishment and placement of Category I conservation easements and placement of Category II conservation easements.

PLANNING BOARD REVIEW AUTHORITY

The Planning Board approved Preliminary Plan 119880940 "Palatine in Potomac" and required the establishment of the conservation easements in the subdivision. The Planning Board has authority under Subdivision Regulations (Chapter 50 of the Montgomery County Code) to hear an amendment that proposes changes to the conservation easement configuration on Palatine Lot 5, Block C.

In addition, the Planning Board has directed staff to bring all requests for modifications to existing conservation easements before them to be considered in a public forum.

STAFF REVIEW

This limited amendment to the Preliminary Plan is in response to a Preliminary Plan violation of a pre-forest conservation law conservation easement. Since the violation of the conservation easement was the building of a permanent structure within the conservation easement, the required corrective action was for the property owner to submit a Preliminary Plan amendment to change the conservation easements.

The Amendment permanently removes 1,970 square feet area of conservation easement that includes the house addition encroachment and dried up seep/spring. Staff believes this area was once a spring or a seep that flowed down to the Greenbriar Branch. Alteration of the water table during the construction of Noble Court and perhaps the initial home construction on the property likely changed the water table.

The Amendment enhances the protection of 46,034 square feet of the existing stream buffer on the property by:

- 1) Permanently protecting approximately 1,000 square feet of previously unprotected stream buffer with a Category I conservation easement;
- 2) Converting approximately 29,330 square feet of existing conservation easement to a more stringent Category I conservation easement. This will protect the supplemental tree and shrub planting installed between Greenbriar Branch and the rear property line in 2012. The current conservation easement does not provide the same level of protection as a Category I conservation easement for the Category I conservation easement allows for the natural regeneration of a self-sustaining forest and wildlife habitat protection.
- 3). Converting approximately 15,700 square feet of existing conservation easement to Category II conservation easement that will protect all the existing trees at least 6 inch DBH or 30 feet tall trees between the eastern streambank of Greenbriar Branch and the eastern stream buffer edge. These trees shade Greenbriar Branch, maintain a contiguous canopy with the category I conservation easement and protect the integrity of the stream buffer. The Category II conservation easement agreement permits mowing just as the existing Conservation Easement

permits mowing. As seen in Figure 4, three movable picnic tables do not harm the surrounding trees and are permissible in a Category II conservation easement.

NOTIFICATION and OUTREACH

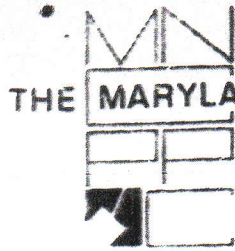
The Subject Property was properly signed with notification of the upcoming Preliminary Plan amendment prior to the acceptance of the application on September 18, 2013. All adjoining and confronting property owners, civic associations, and other registered interested parties were notified of the upcoming public hearing on the proposed amendment. As of the date of this report, Staff has received no inquiries. Any comments received hereafter will be forwarded to the Planning Board.

RECOMMENDATION

Staff recommends that the Planning Board approve this Amendment with the conditions specified above.

ATTACHMENTS

1. Copy of Preliminary Plan # 119880940 "Palatine in Potomac" Planning Board Opinion
2. Copy of Record Plat # 17703 Palatine Subdivision Lots 1 Thru 5, Block C
3. Copy of The Palatine in Potomac Declaration of Protective Covenants, Restrictions and Easements
4. Copy of Notice of Violation
5. Redline Preliminary Plan Amendment # 11988094A
6. Preliminary Plan Amendment # 11988094A



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

3787 Georgia Avenue • Silver Spring, Maryland 20910-3760

MONTGOMERY COUNTY PLANNING BOARD

OPINION

Preliminary Plan 1-88094
NAME OF PLAN: PALATINE IN POTOMAC

On 03-11-88, DUMONT OAKS CORPORATION, submitted an application for the approval of a preliminary plan of subdivision of property in the RE2 zone. The application proposed to create 133 lots on 287.00 ACRES of land. The application was designated Preliminary Plan 1-88094. On 01-12-89, Preliminary Plan 1-88094 was brought before the Montgomery County Planning Board for a public hearing. At the public hearing, the Montgomery County Planning Board heard testimony and received evidence submitted in the record on the application. Based upon the testimony and evidence presented by staff and on the information on the Preliminary Subdivision Plan Application Form attached hereto and made a part hereof, the Montgomery County Planning Board finds Preliminary Plan 1-88094 to be in accordance with the purposes and requirements of the Subdivision Regulations (Chapter 50, Montgomery County Code, as amended) and approves Preliminary Plan 1-88094, subject to the following conditions:

APPROVAL, including waiver of overlenth
cul-de-sac, subject to:

1. Dedication along Piney Meetinghouse Road (80' right-of-way) with 30 foot maintenance easement in area where road will be relocated
2. Extend Street G to P 547
3. Planning Board approval of abandonment resolution
4. Agreement with Planning Board to grade site in accord with rough grading plan dated 6/15/88
5. Record conservation easement over stream valley buffer and floodplain
6. Submit safe conveyance study for staff approval prior to recording of plat
7. Equestrian easement along Sandy Branch to follow WSSC right-of-way

1-88094

-2-

8. Equestrian easement along Greenbriar Branch to be set back minimum of 50' from stream
9. Equestrian easements, conservation easements, 100-year floodplain and 25' building restriction line to be shown on plat
10. Other necessary easements
11. Additional equestrian easement along Piney Meetinghouse Road as necessary to connect to existing trail at Piney Glen
12. Applicant to enter into agreement with County to widen Piney Meetinghouse Road from northern property line to Glen Road to 20 feet of paving within three years of initial plat recordation, and to widen it to 24 feet of paving within 10 years of initial plat recordation provided that the County acquires the necessary right-of-way
13. Lots 68-70 to share common driveway
14. Applicant to work with owner of Parcel P368 to attempt to provide access to that parcel through this property

Date of Mailing: February 14, 1989

CURVE DATA						
NO	RADIUS	DELTA	ARC	TAN	CHORD	CHD BEARING
1	370.00	29.00 00'	161.97	82.76	180.58	N10.58 09' E
2	370.00	78.56 15'	442.13	262.20	510.57	N15.12 50' E
3	370.00	79.00 00'	473.28	232.57	341.88	S14.14 14' S1' W
4	380.00	29.00 00'	182.34	98.28	180.29	S10.45 09' E

SURETORS CERTIFICATE

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, THAT IT IS A SUBDIVISION OF PART OF THE LAND COVERED BY DEED DATED JANUARY 1, 1905, AND THAT THE SAME IS SUBJECT TO EASEMENTS IN FAVOR OF THE LANDS OF THE STATE OF CALIFORNIA, AND THAT THE SAME IS NOT SUBJECT TO ANY OTHER EASEMENTS.

wecc Datum

6-27/85
DATE

MADE IN B. GUILLOT
PROCESSORIAL AND SOUTHERN

OWNER'S DEDICATION

[illegible]

200
DUMONT OAKS CORPORATION

ATTEST: *[Signature]*
DAVID WEISS, SECRETARY

DATE: 7/3/89

(Seal)

BY: Robert Paul Millenson
ROBERT PAUL MILLENSON, PRESIDENT
John W. Thompson
WITNESS WILLIAM E. THOMPSON, TRUSTEE

James W. Hopkins marry, Austin
 WITNESS MARY C. SMITH, TRUSTEE
Barbara M Smith Eugene F. Casey
 WITNESS EUGENE F. CASEY,
SURVIVING TRUSTEE.

PALATINE SUBDIVISION

LOTS 1 THRU 5, BLOCK "C"

DARNESTOWN, (60) ELECTION DISTRICT

MONTGOMERY COUNTY, MARYLAND

NE & OMAHA INC.
 1727 E. 91st AVE. SUITE 100
 OMAHA, NE 68114

5500
ELECTRONICS-SOLUTIONS
GROVE ROAD, SUITE 300

E. MARYLAND 20850
2017 VA. 5800

[illegible]

Age Group	2000	2005	2010
0-14	~1.5	~1.2	~1.0
15-64	~8.5	~7.5	~6.5
65+	~2.0	~2.5	~3.0

[illegible]

**THE PALATINE IN POTOMAC
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION is made this 24th day of April, 1990, by the DUMONT OAKS CORPORATION, a Maryland corporation, hereinafter sometimes called the "Declarant".

W I T N E S S E T H:

90 MAY -1 PM 2:58

CLERK'S OFFICE
MONTGOMERY
WHEREAS, Declarant is the owner of that certain real property located in Montgomery County, Maryland, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (sometimes referred to as the "Property"); and

WHEREAS, the Declarant desires to provide for the preservation of the value and amenities of said Property and the improvements to be constructed thereon; and to this end, desires to subject said Property to the covenants, restrictions, easements, reservations and charges hereinafter set forth, each and all of which is and are for the benefit of said Property and in aid of a uniform scheme or plan of development for said Property.

NOW, THEREFORE, the Declarant hereby declares that said Property described in said Exhibit "A", is and shall be held, conveyed, hypothecated and/or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, reservations and charges (hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

MISC I	116.00
NAMES	1.00
PARCELID	
83#1.00	83.00
SUBTOTAL	200.00
CHECK TL	200.00
#183670 C006 R03 T14:56	
	05/01/90

**ARTICLE I
DEFINITIONS**

When used herein and not otherwise distinctly expressed or manifestly incompatible with the intent thereof, the terms:

116
1
95
Section 1. "Building Site" shall mean all or a part of the Property comprising any Lot or Lots, or portion thereof, or any two or more contiguous Lots in a single ownership upon which a dwelling and other improvements may be erected in conformance with the requirements of this Declaration.

LIBERS 297 FOLMO 23

Section 2. "Control Committee" or the "Committee" shall mean the person or persons designated by the Declarant, from time to time, or elected or selected by the Lot Owners in accordance with the terms of this Declaration, to administer and provide for the enforcement of this Declaration such person or persons being granted hereby the authority necessary for such purpose, as more particularly described hereinbelow.

Section 3. "Declarant" shall mean and refer to the DuMont Oaks Corporation, a Maryland corporation, and its successors and assigns to the extent that any of the special rights, reservations, easements, interests, exemptions, privileges, and powers of the Declarant are specifically assigned or transferred in writing.

Section 4. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Restrictions and Easements as amended from time to time.

Section 5. "Dwelling" shall mean and refer to the principal residential structure or house situated on any Building Site, not including any outbuildings or structures appurtenant thereto.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property; provided, however, any property shown upon such subdivision plat dedicated or to be dedicated or conveyed to the public or any governmental authority, or which will not be part of a Building Site, shall not be a Lot for purposes of this Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Building Site, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to the real property described in said Exhibit "A", and shall further refer to such additional property as may hereinafter be annexed by Supplementary Declaration of this Declaration of Protective Covenants and Restrictions pursuant to Article II of this Declaration.

Section 9. "Supplementary Declaration" shall mean a supplement to this Declaration which adds additional property to that described on said Exhibit "A" hereto or deannexes or withdraws property from the effect of this Declaration. Such Supplementary Declaration may, but is not required to, impose expressly or by reference additional restrictions and obligations on the land submitted by that Supplementary Declaration to the provisions of this Declaration.

LIB9297 FOLIO 24

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

Section 1. The said Property shall be held, conveyed, transferred, leased, used, occupied, improved, hypothecated, encumbered and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter mentioned.

Additional property may be annexed to the Property described on Exhibit "A" attached hereto and made part hereof by the Declarant, without the consent of any Owner or mortgagee of a Lot or Building Site, for a period of twenty (20) years from the recordation of this Declaration. Any additional Property must be located in Montgomery County, Maryland and the owner of such property (if not the Declarant) must consent, in writing, to subjecting such property to the Declaration by execution of a Supplementary Declaration. The scheme of this Declaration shall not, however, be extended to include any such additional property unless and until the same is annexed to the Property described on said Exhibit "A" as hereinafter provided. Except as otherwise provided hereinabove, annexations to the Property shall require the consent of two-thirds (2/3) of the Owners.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Protective Covenants and Restrictions among the Land Records of Montgomery County, Maryland, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property.

Any Supplementary Declaration made pursuant to the provisions of this Article may contain such complementary or supplemental additions and modifications to the covenants and restrictions set forth in this Declaration as may be considered necessary by the maker of such Supplementary Declaration.

Section 2. Any property subject to the covenants and restrictions of this Declaration may be deannexed and withdrawn from the effect hereof by the Declarant without the consent of any Owner for a period of twenty (20) years from the recordation of this Declaration. Such deannexation or withdrawal shall be accomplished by the recordation of a Supplementary Declaration among the Land Records of Montgomery County, Maryland, describing the property being deannexed or withdrawn.

Any property deannexed or withdrawn pursuant to the terms of this Article shall no longer be subject to the effect of this Declaration except for easements or rights-of-way reserved for the benefit of the Declarant, and may be developed, sold, transferred, conveyed or otherwise administered as the Declarant shall determine within its sole discretion, subject to applicable law.

Except as otherwise provided hereinabove, deannexation or withdrawal of any of the property from the effect of this Declaration shall require the consent of two-thirds (2/3) of the Owners, including the consent of all Owners whose property is subject to being deannexed or withdrawn.

ARTICLE III
ARCHITECTURAL CONTROL

Section 1. These covenants, restrictions, conditions, reservations, liens and charges are hereby declared to insure the best use and the most appropriate development and improvement of each Building Site; to protect the Owners of the Building Sites against such improper use of surrounding Building Sites as might depreciate the value of the Property; to preserve, so far as practicable, the natural beauty of said Property; to guard against the erection thereof of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development and use of said Property; to encourage and secure the erection and maintenance of attractive homes thereon, with appropriate locations thereof on Building Sites including the elevations thereof; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets and stream valley buffers, and adequate open spaces between structures; and in general to provide adequately for the erection and maintenance of high type and quality of improvements situated on any Building Site.

Section 2. No improvements of any character shall be erected and none begun, nor any change made to the exterior design of such improvements after the original construction has begun on any Building Site (including, but not limited to, changes in color, changes or additions to driveway or walking surfaces and substantial landscaping modifications) unless and until the cost, type and size thereof, materials to be used, exterior color scheme, exterior lighting, plans, specifications and details thereof, and site plan, showing the proposed location of the dwelling, garage and driveways upon the Building Site, grading plan, landscape plan, final Building Site grade and details of the driveway, mailbox plan, and entrance feature plan shall have been approved in writing by the Control Committee, and copies of said plans, specifications and details shall have been lodged permanently with said Committee. Building Site plans submitted to the Committee shall have a scale of not less than one (1) inch for every twenty (20) feet, elevations shall be on a scale of not less than one-quarter (1/4) inch for each foot; and floor plans, etc., shall have a scale of not less than one-quarter (1/4) inch for each foot. The Control Committee may permanently retain any plans, specifications and details submitted to it. Improvements as used herein is intended to mean

the improvements of every kind and character which shall be placed upon a Building Site. Plans may be disapproved for any reason including purely aesthetic reasons, or choice of builder, contractor or major sub-contractor. An Owner must submit two (2) copies of the plans and specifications of any proposed construction or alteration and the Control Committee shall return one (1) copy to such Owner indicating thereon whether the proposed plans and specifications are approved or disapproved. The Control Committee may also indicate thereon any modifications thereto which it desires whether or not the plans and specifications are approved and if approved, whether the approval is contingent on the plans being modified as shown.

In the event said Control Committee fails to approve or disapprove the design and location of any improvements or proposed alterations or modifications within sixty (60) days after said plans and specifications (including any material reasonably requested by the Control Committee) have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Control Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. Any construction or erection of improvements or exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this Article and the construction or erection of such improvements or addition, change or alteration may be required to be restored by the Owner to its original condition. In any event, no such construction or erection of improvements or exterior addition to or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities and/or agencies. Approval of the Control Committee pursuant to this Article shall in no manner relieve or act in lieu of the requirement to obtain the necessary permits, approvals or consent of applicable public authorities and/or agencies. Any construction or alteration of any improvements on a Building Site must comply with all governmental requirements applicable to the Property. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article shall not be applicable to the Declarant or any part of the Property owned by the Declarant.

Section 4. The Declarant expressly reserves unto said Control Committee the sole and exclusive right to establish grades and slopes on all Building Sites and to fix the grade at which any dwelling shall hereafter be erected, or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof. The Control Committee shall have the further right to establish minimum building restriction lines for

Building Sites, even if such standards as established by the Control Committee are more restrictive than those established by local zoning code, recorded plat of subdivision or the regulations of the public authorities having control thereof.

Section 5. No Dwelling shall be erected or placed on any Building Site which does not have a garage under the residence, or a closed garage attached to such Dwelling or connected by a breezeway or other permanent structure, which is approved in writing by the Control Committee pursuant to the terms hereof.

Section 6. Construction or alteration in accordance with plans and specifications approved by the Control Committee pursuant to the terms of this Article shall be completed in accordance with the approved plans and specifications therefor within a period of twenty-four (24) months from the commencement of construction thereof. If construction is not commenced within six (6) months of the approval of the plans (whether by affirmative action or forbearance from action as provided in this Article), the same must be resubmitted for approval in accordance with the terms of this Article and shall be subject to complete reconsideration by the Control Committee. There shall be no deviations from plans and specifications approved by the Control Committee without the prior consent, in writing, of the Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 7. The Control Committee shall consist of an uneven number of not less than three (3) members, a majority of whom (other than the initial members and the members appointed by the Declarant pursuant to the terms of this Declaration) must be Owners. Except as provided herein, the Control Committee shall consist of such members as the Declarant may designate from time to time. Within thirty (30) days of the date of the conveyance of all of the Building Sites within the Property to non-Declarant affiliated purchasers and the completion of the initial improvements thereon, including, without limitation, the Dwelling, or at such earlier time as the Declarant may determine in its sole discretion, the members of the Control Committee designated or appointed by the Declarant shall resign and their successors shall be elected by the Owners of the Building Sites within the Property. The Declarant shall provide each Owner notice of such meeting, which notice shall contain the date, time, place and purpose of such meeting. Such notice shall be provided to the Owners not less than ten (10) nor more than forty-five (45) days before such meeting. Twenty-five percent (25%) of all the Owners must be present, in person or by proxy (any proxy which complies with the laws of the State of Maryland may be utilized) in order to constitute a quorum at such meeting or any other meeting of

the Owners required or permitted pursuant to this Declaration. Nominations for members of the Control Committee shall be taken from the floor at such meeting. The nominees receiving the greatest number of votes, based upon one (1) vote per Building Site, shall be elected. Other than the members appointed or designated by the Declarant, the term of the members of the Control Committee shall be three (3) years. Notice of subsequent meetings of the Owners to elect the Control Committee (to be held every three (3) years from the date of the initial meeting) shall be mailed or delivered by the Control Committee pursuant to the aforesaid procedures. The vote of any Building Site shall be exercised by the Owner thereof, and if a Building Site is owned by more than one (1) Owner, such vote may be exercised by any, but not more than one (1), Owner of such Building Site. If co-Owners of a Building Site cannot decide how to cast the vote for such Building Site the vote shall not be counted; provided, however, such vote may be utilized to establish a quorum at the meeting. In the event of the death, resignation, or inability to serve, of any member of the Control Committee, the remaining members, even if less than a quorum, shall have full authority to designate a successor to fulfill the term of such member. A majority of the membership of the Control Committee shall constitute a quorum and all actions shall require only a majority vote of such quorum. The Control Committee's approval or disapproval, as required, shall be in writing. The members of the Control Committee shall not be entitled to any compensation for services performed pursuant to these covenants; provided, however, that the Control Committee may require a reasonable fee, not to exceed One Hundred Dollars (\$100.00), be submitted with the plans and specifications for any construction or erection of improvements on a Building Site or any alteration or improvement to existing improvements on the Property to cover the administrative and other expenses incurred by the Control Committee in performing its duties hereunder. Any funds collected by the Control Committee pursuant to the terms hereof shall be kept in an account insured by the United States government which shall be controlled by the Committee and the signatures of at least two (2) members of the Committee shall be required to withdraw funds therefrom except in an emergency, in which case only one (1) signature will be required.

Section 8. Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Control Committee in accordance with the provisions of this Article, the Control Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Control Committee and have been constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable. Such certificate of compliance shall in no way be

construed expressly or by implication to mean that the construction or alteration of any improvement has been approved by the applicable governmental or public authorities.

Section 9. The Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration.

Section 10. Upon the petition of not less than twenty-five percent (25%) of the Owners, a special meeting of the Owners shall be held not more than forty-five (45) days from the date of submission of such petition to the Control Committee for the purpose of removing a member from such Committee. The notice of such meeting must be provided to all Owners not less than ten (10) nor more than thirty (30) days prior to the meeting and such notice must contain the purpose of the meeting. A quorum at such meeting shall be a majority of all the Owners and the vote of two-thirds (2/3) of the Owners present, in person or by proxy, and voting at such meeting is required to remove a member of the Control Committee. In the event a member of the Control Committee is so removed, the successor thereto to complete such member's term shall be elected at such meeting and the nominee receiving the greatest number of votes shall be elected. The members of the Control Committee appointed or designated by the Declarant may not be removed pursuant to this Section 9 and may only be removed by the Declarant.

Section 11. Trees may be removed from a Building Site where reasonably necessary for the construction of driveways, paths, swimming pools, tennis courts, utility lines and structures if approval is obtained from the Control Committee pursuant to this Article, but in order to preserve the scenic beauty of the Property hereby conveyed, except for such above designated purposes, no tree larger than eight (8) inches in diameter (measured two feet above the ground) and more than thirty (30) feet in height shall be removed from such land or destroyed without the prior written approval of the Control Committee, said permission not being required for removal of dead trees or dead-falls. Notwithstanding the foregoing, no tree, vegetation or flora may be removed in contravention of the terms of the conservation easement provided in this Declaration or the Rough Grading Plan approved by the Maryland National Park and Planning Commission from time to time.

Section 12. No Building Site, whether comprised of one or more Lots or a portion of any Lot or Lots, shall be subdivided or

LIBER 9297 FOLIO 30

portions thereof conveyed or separate dwellings constructed on such smaller plots of land without the approval of the Control Committee except for any transfer or dedication to any municipality, public utility, or any other public body.

Section 13. Exemptions. None of the foregoing restrictions shall be applicable to the activities of the Declarant, its officers, employees, agents or assigns, in their development, marketing, leasing and sale of Building Sites or dwelling units within the Property.

ARTICLE IV USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property and each Building Site and Lot therein is subject to the following:

Section 1. Building Sites shall be used for residential purposes only, and no offensive trade or activity shall be carried on upon any Building Site nor shall anything be done thereon which may be or become an annoyance or nuisance. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for fire, emergency or security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Building Site. The use of any portion of a Building Site or any part of any structure thereon as an office for the conduct of any professional business or for an embassy, chancery, consulate or for any similar purposes shall be in general deemed offensive and therefore prohibited unless approved by the written consent of the Control Committee and permitted by local zoning law and regulations. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or its designee from the use of any Building Site, Lot or dwelling or other improvement thereon, for promotional or display purposes, or as "model homes", a sales, leasing and/or construction office or the like.

Section 2. No tent, trailer, decorative lawn ornament, shack, barn, pen, kennel, stable, shed, or temporary structure of any kind may be erected on or moved to any Building Site without written approval of the Control Committee, except a contractor's shed or trailer, which is to be used only during construction of the permanent improvements upon the Building Site. Such contractors' temporary shed or trailer (including, without limitation, temporary toilet facilities) shall be located on a Building Site and maintained so as not to be offensive to surrounding occupied Building Sites. Such contractor's shed or trailer shall be promptly removed upon the completion of such permanent improvements.

Section 3. No sign, billboard or advertisement shall be displayed or placed upon a Building Site except a sign not greater than thirty-six (36) inches by twenty-four (24) inches may be placed upon the Building Site indicating that the Building Site is private property and denying public access to the Building Site, or advertising the Building Site for sale, except for signs used by Declarant to advertise the Property and any Building Site during the construction and sales period. Any signage so permitted and used shall be in strict conformance to standards promulgated from time to time by the Control Committee. This limitation shall in no event preclude the placing on such Building Site of a sign of normal form and size stating solely the name of the Owner of such Building Site and/or the address of the Building Site which sign is approved in writing by the Control Committee. In addition, the Control Committee may permit limited signage by builders of homes for resale on the Building Site provided such signage is approved in writing in advance of its placement on the Building Site. Temporary real estate signs for the sale or rental of a Building Site or dwelling situated thereon are permitted provided not more than two (2) signs of not more than six (6) square feet in size each are used and such signs are removed promptly after the sale or rental of the Property. All signs shall comply with applicable Montgomery County law and any permit required must be obtained prior to display or erection of the sign and must be valid during the time the sign is displayed.

Section 4. Except as approved in writing by the Control Committee, no garage or outbuilding erected on a Building Site shall at any time be used for human habitation, temporarily, or permanently, nor shall any structure of a temporary character be used for human habitation.

Section 5. No Dwelling shall be permitted on any Building Site, the habitable floor area measured from the interior exposed surface of perimeter walls of which, exclusive of basements, porches, patios, attics and garages, is less than four thousand (4,000) square feet in the case of a one-story residential structure, or less than five thousand (5,000) square feet in the case of a one and one-half or two-story structure unless otherwise approved in writing by the Control Committee.

Section 6. No exterior lighting emanating from a Building Site shall be directed outside the boundaries of the Building Site.

Section 7. No vehicles without a current and valid registration, no inoperable vehicles and no truck (over one-half ton capacity), trailer, camper, van, horse trailer, recreation vehicle, boat or any vehicle having commercial registration or displaying commercial information or similar equipment shall be stored or parked on any of the Building Sites, except within

garages or other areas screened from public view as approved in writing by the Control Committee, nor parked on any of the streets within or appurtenant to the Property by Owners, lessees or other occupants of the Building Sites. Except for bona fide emergencies, no repair or extraordinary maintenance of automobiles or other vehicles shall be carried out on any Building Site or the streets within or appurtenant to the Property.

Section 8. All television and/or other antennae shall be located within the interior of a Dwelling unless hardship involved makes it necessary to use other locations, in which event such antennae shall not be visible either from the street or another Building Site, and placed in a location as approved in writing by the Control Committee. Approval for alternative locations will be granted only in the event of unusual circumstances as determined by the Control Committee in its sole discretion. Satellite dishes or similar transmitting or receiving devices are permitted if not visible from the street or another Building Site.

Section 9. Except as may be authorized by the Control Committee, no animals or poultry of any kind shall be raised, bred or kept on the Property. No more than a total of three (3) normal house pets may be kept on a Building Site; provided, further, horses and ponies for personal use may be permitted on Building Sites containing two (2) or more acres; provided, however, horses and ponies shall not be permitted on any Building Site without the prior written consent of the Control Committee, which consent shall be granted or denied based upon the size and configuration of the Building Site in question as well as the feasibility of housing the horse(s) or pony(ies) without detracting from other Dwellings within the Property. Horses or ponies which are approved may only be maintained within the rear yard in enclosures approved in writing by the Control Committee. The keeping of any animal or pet shall be subject to all State and local laws and ordinances. No pets or other animals shall be kept, bred or maintained for any commercial purpose. The Control Committee shall have the authority to adopt such additional rules and regulations regarding pets and other animals as it may from time to time consider necessary or appropriate. Any pets or other animals which are an annoyance or nuisance to the neighbors or Owners may be removed and the determination of whether a pet or other animal is a source of annoyance or nuisance shall be made by the Control Committee in its sole discretion and such decision shall be final.

Section 10. No stumps, trash, grass clippings, or other refuse of any kind, shall be placed on any of the Property. Fill may be utilized on a Building Site if the prior written approval of the Control Committee is obtained. No burning of trash, leaves or other material and no incinerators shall be permitted within the Property.

Section 11. Except for original construction authorized by the Control Committee, no fence, wall or hedge of any kind shall be erected, placed, or maintained, or permitted to remain upon a Building Site, unless and until the written consent of the Control Committee has been requested and obtained therefor. Notwithstanding the foregoing, no chain link or other wire fencing is permitted unless the same is used to surround a pool or tennis court in which event it must be covered in black or green vinyl or other material, including, without limitation, landscaping, approved in writing by the Control Committee and well maintained at all times.

Section 12. Except for the temporary use of hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Building Site above the surface of the ground, unless such installation is approved in writing by the Control Committee or is required by the servicer or provider of any utility, including, without limitation, power, water, sewer, gas and cable television.

Section 13. No play equipment such as metal or wooden swing sets, or children's climbing apparatus or permanent playhouses, or the like, shall be permitted on any Building Site unless located in the rear yard and screened substantially from public view by landscaping or other screening approved in writing by the Control Committee.

Section 14. All trash, garbage, and refuse stored outside any dwelling shall be stored in covered receptacles and shall be regularly removed from the Building Site, and shall not be allowed to accumulate thereon. Trash and garbage containers shall not be permitted to remain in public view except on days of, and evenings prior to, trash collection. No clothesline shall be erected or maintained on any Building Site. All storage areas and machinery and equipment shall be prohibited upon any Building Site, unless obscured from view of adjoining Building Sites and streets by an appropriate screen approved in writing by the Control Committee or maintained within garages or outbuildings except when being used for the maintenance and upkeep of any Building Site and the improvements situated thereon. Nothing herein shall be deemed to apply to the storage on any Building Site by the Declarant, or an Owner of a Building Site or their employees, agents or assignees of building materials during, and for use in, the construction of the improvements on the Building Sites. Such storage areas must be removed promptly after the completion or alteration of any improvements. Notwithstanding the foregoing, no hazardous or toxic material may be stored or maintained on any Building Site at any time.

Section 15. No school, family child day care center or facilities or church of any kind shall be maintained or operated upon any of the Property. The prohibition of family child day care centers may not be enforced unless approved by a vote of a majority of all the Owners and such prohibition may be eliminated by the vote of a majority of the Owners.

Section 16. Bed sheets, plastic sheets, newspapers, or other similar window treatments, not including storm windows approved in writing by the Control Committee, shall not be hung or placed in or on any window on any Dwelling located on any Building Site.

Section 17. Except for basketball backboards and hoops expressly approved by the Control Committee, children's play and similar equipment shall not be allowed to remain overnight within any front or side yard of any Building Site. Basketball backboards and/or hoops may not be attached to the exterior of any dwelling but shall only be permitted pursuant to (i) the installation of a pole or poles and hoop adjacent to the driveway on a Building Site, or (ii) the construction of a basketball court in the rear yard of a Building Site, provided such poles, hoop(s) or court is/are approved in writing by the Control Committee. Such basketball pole(s), backboard, hoops and/or court must be properly maintained at all times.

Section 18. Vegetable gardens shall be maintained only within the rear yard of any Building Site, and shall be maintained in a neat and attractive manner.

Section 19. Lawn furniture shall be used and maintained in rear and side yards only unless otherwise approved in writing by the Control Committee.

Section 20. Only inground swimming pools, which have been approved in writing by the Control Committee, are permitted within a Building Site and must be located in the rear yard of a Dwelling as approved in writing by such Control Committee. Portable toddler pools twelve (12) feet or less in diameter may be temporarily located above ground provided they are located in the rear yard. Hot tubs, jacuzzis or spas may be located in the rear yard provided they are adequately screened from public view and approved by the Control Committee.

Section 21. Tennis courts and surrounding fencing must be approved in writing by the Control Committee and any lighting installed for such tennis courts shall not emanate beyond the Building Site where the tennis court is located or annoy or disturb the residents or occupants of any other Building Site.

Section 22. Garage doors and the doors of any other storage room or area of a Dwelling or outbuilding shall be maintained in a closed position whenever not being used for entry or exit.

Section 23. None of the foregoing restrictions of this Article shall be applicable to the activities of the Declarant, his agents, employees, nominees or assigns in the marketing, construction, sales or leasing of Building Sites or Dwellings within the Property.

**ARTICLE V
EASEMENTS**

Section 1. Declarant hereby reserves for itself and its designees blanket easements upon, across, over, and under the Property for ingress, egress, installing, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, electricity, storm sewer and equestrian easements. This reserved easement may be assigned by Declarant by written instrument. The Declarant and its designees shall have the right, but not the obligation, to maintain any easement areas established by the Declarant or its designees pursuant to the terms hereof.

Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property, except as may be approved by the Declarant or Control Committee unless otherwise provided by the applicable governmental agency or public authority. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Control Committee shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easements on the Property.

A mutual right and easement for utility service is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Property. If a Building Site contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Property, then the Owner of such Building Site shall promptly, at his expense, repair any damage to such utilities caused by the Owner, his guests, lessees and invitees.

In addition to and concurrent with any other easements within the Property, there is hereby reserved a specific easement ten feet (10') in width extending along the Building Site line of any Building Site appurtenant to any street within the Property. Such easement shall be for the installation and maintenance of plantings and landscaping by the Declarant at its sole option.

The Declarant shall not be obligated to exercise the aforesaid right to install or maintain plantings or landscaping.

Section 2. Each Building Site and Lot is hereby subject to a perpetual easement for the construction, installation, erection and existence of entry features thereon which serve and benefit the Property. In the event such entry features are constructed upon any Building Site by the Declarant or its designee there shall be a perpetual easement for the existence of such entry features and the Owner of such Building Site may not destroy, screen or otherwise interfere with such entry features including, without limitation, the landscaping appurtenant thereto. The maintenance of such entry features shall be the obligation of the Control Committee which shall have the authority to collect the cost of such maintenance from all of the Owners of Building Sites in pro-rata shares or assessments. The obligation to pay such assessment or fees shall be the voluntary obligation of the Owner of each Building Site and shall not be a lien against such Building Site. The Control Committee shall provide each Owner with written notice of any such assessment.

Section 3. The Declarant hereby establishes and grants a non-exclusive perpetual easement in, through, over, and across the Property shown on the Plats of subdivision described in Exhibit "A" labeled "Equestrian Easement Area" to walk, trot, or otherwise ride horses within such Equestrian Easement Area for the benefit of the general public.

The general public and the Maryland-National Capital Park and Planning Commission (the "Commission") shall have the non-exclusive use of the Equestrian Easement Area for the purposes named herein and shall have all those rights and privileges reasonably necessary to the exercise of this easement as shall not be inconsistent with the (1) contemplated use of the Property by Declarant as a residential community or any future use established on the Property, and (2) the use and enjoyment of the Building Sites by the Owners thereof.

The Declarant and all the Owners of the Property upon which a portion of the Equestrian Easement Area is located, reserve the right to make any use of any portion of the Equestrian Easement Area situated on such Owner's Property which is not inconsistent with the rights herein granted.

Notwithstanding anything contained herein to the contrary, this easement is granted subject to the following:

The building and use restrictions, conditions, covenants, reservations, exceptions, easements and rights and agreements set forth in this Declaration, including, but not limited to the decisions of the Control Committee, under any declaration of covenants or restrictions which may be recorded against all or part of the Property;

Visible easements;

Applicable zoning and building laws and regulations; and

Such state of facts as an accurate survey and personal inspection of the Equestrian Easement Area or Property would show.

The Owners of the Property upon which any portion of the Equestrian Easement Area is situated shall not obstruct or limit the use of such Equestrian Easement Area and shall be prohibited from erecting any structure, barricade, fence or other improvements or landscaping within such Equestrian Easement Area.

No charge shall be levied or made for the use of the Equestrian Easement Area. Pursuant to Section 5-1104 of Title 5, Natural Resources Article, Annotated Code of Maryland, as amended, any owner of land who directly or indirectly invites or permits without charge persons to use the property for any recreational purpose does not by such action (i) extend any assurances that the premises are safe for any purpose; (ii) confer upon the person the legal status of licensee or invitee to whom a duty of care is owed; or (iii) assume responsibility for or incur liability as a result of any injury to person or property caused by an act of omission of the person. Therefore, the Declarant, Control Committee and the Owners shall be held harmless from any injury or damage to any person or property arising from the use of the Equestrian Easement Area unless caused by any willful and malicious act of such parties. In addition, the Owners of the Property and the Declarant shall have no responsibility to maintain or repair any portion of the Equestrian Easement Area; provided, however, any Owner may elect to maintain any portion of the Equestrian Easement Area situated on such Owner's Building Site but such action shall not imply an obligation to maintain such area and shall in no way subject such Owner to any liability for any injury or damage to persons or property arising out of such maintenance activity. In the event of misuse or abuse of this easement by any party benefiting therefrom the easement may be terminated pursuant to a vote of a majority of a quorum of the Owners and the consent of the Commission. No amendment or modification may be made to this Section without the prior approval of the Commission.

Section 4. Declarant does hereby grant and convey unto the Commission a scenic easement of the nature and character and to the extent hereinafter expressed to be and constitute a covenant running with the title of such portion of the Property as shown on the Plats of subdivision described in Exhibit "A" labeled "Conservation Area" to be a scenic, conservation and open space easement, the purpose of which shall be to preserve, protect and maintain the general topography and scenic character of the

landscape of the Conservation Area. The restrictions, conditions and easements imposed upon the use of the Conservation Area, the acts which the Declarant and Owners, and their heirs, successors and assigns covenant to refrain from doing upon said Conservation Area, and the acts which they covenant to permit the Commission to do upon said Conservation Area shall be as follows:

That no use shall be made of nor shall any improvements be made on the Conservation Area, subject to the terms of this easement.

That the Conservation Area shall not be used for any professional or commercial activities except such as are permitted by law and this Declaration and can be and are in fact conducted from a Dwelling without substantial alteration of such Dwelling.

That no advertising signs, or billboards shall be displayed or placed upon the Conservation Area.

That no mining or industrial activity or timber cutting shall be conducted upon the Conservation Area.

That no dumping of ashes, trash, sawdust or other unsightly or offensive material shall be placed or permitted by any Owner to remain upon the Conservation Area; however, upon the written approval of the Commission and the Control Committee and provided that said fill is covered by arable soil or humus, suitable heavy fill may be so placed as to control and prevent erosion.

That no alterations, excavations, grading or other changes shall be made to the general character and topography of the landscape of the Conservation Area without the written consent of the Commission and the Control Committee.

That no roadway or private drive shall be constructed upon the Conservation Area without the written consent of the Commission and the Control Committee.

Notwithstanding anything herein to the contrary, an Owner may plant grass, herbaceous materials and shrubs within the Conservation Area without obtaining the Commission's prior consent, provided such plantings do not substantially alter the topography of the Conservation Area and provided that such landscaping is approved in writing by the Control Committee.

Notwithstanding anything herein to the contrary, an Owner may remove noxious weeds, brush and debris from the Conservation Area without obtaining the Commission's or the Control Committee's prior consent.

LIBER 9297 FOLIO 39

In the event that any governmental agency, authority, or entity requests that portions of the Conservation Area be used for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating or inspecting storm drain and related facilities, then the consent of the Commission or the Control Committee shall not be required.

In the event that any public utility company requests permission to use portions of the Conservation Area for the purpose of installing, repairing, accessing, constructing, reconstructing any utility equipment and/or appurtenance thereto, or for the purpose of providing utility service to the Property, then the consent of the Commission or the Control Committee shall not be required.

Upon reasonable notice to the Owner of the subject portion of the Conservation Area, the representatives of the Commission may enter at reasonable hours upon such part of the Conservation Area for the purpose of making periodic inspections in order to ascertain whether there has been compliance with the restrictions, conditions and easements established herein. Whenever possible, the Owner or such Owner's representative shall be present at said inspection.

The obligations of the Declarant hereunder shall apply only to those portions of the Conservation Area during the period which it is the fee simple owner thereof. When the Declarant ceases to own a fee simple interest therein, the obligations and liabilities thereafter accruing (but not any accrued and unperformed obligations and liabilities) shall be the obligations of its successors or assigns.

Upon the violation of any of the restrictions, conditions, covenants and easements established herein, and provided that the applicable Owner fails to cure such violation within thirty (30) days after receiving written notice from the Commission or the Control Committee of such violation, then the Commission or the Control Committee shall have the right to enforce such provisions by injunction or other appropriate relief in any court of competent jurisdiction.

Section 5. The Declarant, its agents and employees, or its assigns, and the Control Committee shall have an irrevocable right and an easement to enter the Building Sites for the purposes of exercising the rights and fulfilling the obligations established by this Declaration of Protective Covenants and Restrictions and any Supplementary Declarations recorded hereafter.

ARTICLE VI
MAINTENANCE

The Owner of each Building Site covenants to maintain such Building Site and all improvements situated thereon in a first-class manner, including, without limitation, all landscaping and plant material situated on such Building Site. Failure to adequately maintain a Building Site as determined by the Control Committee, in its sole discretion, shall permit such Control Committee, or its agents, employees or nominees, to enter said Building Site, after providing the Owner thereof with reasonable written notice and an opportunity to cure, and perform such maintenance and repair as the Control Committee determines is required or necessary. The cost of such maintenance and repair shall be assessed against the Building Site and the Owner thereof and shall be the personal obligation of such Owner and a lien against the Building Site which may be enforced in accordance with the Maryland Contract Lien Act. In the event any Owner fails to pay any such assessment within ten (10) calendar days of receipt of notice thereof, interest shall accrue thereon at the maximum rate permitted by law and shall be the obligation of the Owner and a lien against such Owner's Building Site. The Owner shall also be responsible for any costs incurred in collecting such assessment, including, but not limited to, court costs and attorney's fees.

ARTICLE VII
GENERAL PROVISIONS

Section 1. The Control Committee shall be initially composed of such individuals as the Declarant shall designate. During the period the Declarant appoints the members of the Control Committee the mailing address of said Committee shall be 801 Wayne Avenue, Silver Spring, Maryland 20910, or such other address as shall from time to time be designated by the Control Committee and provided, in writing, to each Owner. A majority of the Control Committee may designate a representative to act for it. The Committee's approval or disapproval as required shall be in writing. The designated representative of the Control Committee, if any, shall have the absolute and conclusive authority to certify in writing for any purpose whatsoever that the Committee has duly approved or disapproved any action coming within the scope of the Committee's authority and such certification in writing shall be in all respects absolutely, irrevocably and conclusively binding upon the Committee and all members in interest. During the period the Declarant is authorized to appoint the members of the Control Committee the designated representative thereof shall be Robert Paul Hillerson, as Chairman of the Control Committee, unless changed from time to time at the discretion of the Declarant. The Control Committee shall provide each Owner, in writing, with the name and address of the representative thereof, if any.

Section 2. This Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date of recordation, at which time each and all of the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years unless during such initial term or any extension thereof, by vote of a majority of the then Owners of the Building Sites covered by these Covenants and Restrictions, it is agreed to change the same in whole or in part; and an instrument setting forth said changes is duly executed and acknowledged by said majority of the then Owners and duly recorded among the Land Records for Montgomery County, Maryland. Notwithstanding anything herein to the contrary, prior to the initial conveyance of all the Building Sites and the construction of the initial improvements thereon (i) the Declarant may unilaterally, without the consent of any Owner or mortgagee of a Building Site, modify or amend this Declaration and (ii) no amendment or modification shall be made to this Declaration without the prior written consent of the Declarant.

Section 3. The Declarant or the Control Committee, or their designated representatives, expressly reserves to themselves, their successors and assigns, in case of any violation of any of the conditions, or upon a breach of any of the covenants or agreements herein contained, the right to enter upon the Building Site upon which the condition or violation may exist, and summarily abate or remove the condition or violation that may exist or be thereon, contrary to the intent and meaning of the provisions hereof as interpreted by the Declarant or its designated representatives. Prior to such entry the Owner of the Building Site upon which the violation exists shall be entitled to written notice from the Declarant or the Control Committee of such violation and given not less than fifteen (15) days to cure such violation, except in the case of an emergency in which damage or injury is threatened to persons or property. The Declarant or the Control Committee or their designated representatives shall not, by reason thereof, be deemed guilty of any manner of trespassing for such entrance, abatement, or removal, which shall be at the cost and expense of the Owner(s) of the Building Site upon which such condition or violation exists. Failure by the Declarant or Control Committee or their designated representatives to enforce any of the covenants or conditions hereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall any such failure be the basis for claim of damages against the aforesaid Declarant or their designated representatives, or their successor in interest. Inasmuch as the enforcement of the restrictions and covenants herein provided is deemed essential for the completed consummation of the general plan of improvement hereby contemplated and for the protection of all future Owners of Building Sites herein, it is hereby declared that any violation

of restrictions and/or breach of the covenants and agreements herein created cannot be adequately compensated for by recovery of damages, and that the Declarant or the Control Committee and their designated representatives, and their successors in interest and title and/or any future Owners of Building Sites shall, in addition to all other remedies, be entitled to apply for relief by injunction to restrain any such breach or violation or threatened breach or violation.

Section 4. The Declarant may assign any and all of its rights, powers, obligations and privileges hereunder to any other corporation, association, or person and the Control Committee may assign any and all of its rights, powers, obligations and privileges hereunder to any other corporation, association or person. Such assignment, or assignments, shall be effective upon the recordation among the Land Records of Montgomery County, Maryland, of the instrument assigning same.

Section 5. All grantees in conveyances of Building Sites expressly stipulate and agree that, inasmuch as the Declarant is the most interested party in maintaining the high class of development which by this Declaration is sought to be maintained, the Declarant has rightfully reserved unto itself, and its successors and assigns, as herein set forth, the right to waive, alter, modify or amend any of the restrictions set forth in this Declaration as it, in its sole discretion, may deem best for the benefit of the Property or maintenance of the Property in any particular instance, which waiver, alteration, modification or amendment shall be evidenced by written consent of the Declarant, or its designated representatives, and the then Owner of the Building Site upon which said restrictions are to be waived, altered, modified or amended; such written consent to be duly acknowledged and recorded among the Land Records for Montgomery County, Maryland; and further such waiver, alteration, modification or amendment as to a particular Building Site shall in no way be construed to waive, alter, modify or amend the applicability of the particular restriction or restrictions so waived, altered, modified or amended as to any other Building Site.

Section 6. It is expressly provided that the breach of any of the foregoing conditions, or any entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, as to the said Building Site(s), or any part thereof, encumbered by such mortgage or deed of trust; but said conditions shall be binding upon and be effective against any Owner of said Building Site(s), whose title thereto is acquired by foreclosure, deed in lieu of foreclosure, trustees sale, or otherwise, as to any breach occurring after said acquirement of title.

Section 7. Each of the provisions hereof shall be deemed independent of the others, and invalidation of any one of these

covenants and conditions, or any part, or parts thereof, by judgments, court order, or otherwise, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Section 8. None of the foregoing restrictions shall apply to Declarant. In addition, said provisions shall not apply to Declarant's successors and assigns but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors and assigns by an instrument in writing. These covenants shall bind and benefit the Declarant, and its successors and assigns. Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 9. In the event any question shall arise regarding any decision, act or failure to act by the Control Committee and/or any of its members or designees, and the Control Committee and/or any of its members or designees institutes or is a defendant or otherwise involved in any court proceedings, any court costs and attorney's fees shall be paid by the Owner or Owners against whom the Control Committee is obligated to institute or defend such court proceedings. Furthermore, the Owners shall indemnify and hold the Control Committee and/or any of its members or designees, as the case may be, harmless from and against any claims, damages, liability or loss whatsoever which the said Control Committee and/or any of its members or designees may suffer at any time as a result of any decision, act or failure to act by the said Control Committee and/or any of its members or designees, at law or in equity, arising directly or indirectly as a result of its function and duties hereunder.

Section 10. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation or to recover damages. Any party or parties in title to any of the Property described herein, or the holder of the first mortgage or deed of trust against such property, and the Declarant and the Control Committee shall have the right to seek enforcement of these Covenants and Restrictions, and in the event such party seeking such enforcement shall be upheld by the courts, the defendant or defendants in such case shall be liable for the attorney's fee sustained by the plaintiff, together with court costs of such action, and the same shall, to the extent permitted by law, constitute a lien upon the Building Site.


IN WITNESS WHEREOF, on the 24th day of April, 1990, the said DuMont Oaks Corporation, a Maryland corporation, has caused these presents to be executed by Robert Paul Hillerson, President,

LIBER 9297 FOLIO 44

attested by David Weiss, Secretary, and its corporate seal to be hereunto affixed; and does hereby appoint Robert Paul Hillerson as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

Attest:

DUMONT OAKS CORPORATION,
a Maryland corporation



David Weiss
Secretary


By: 
Robert Paul Hillerson
President

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 24th day of April, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert Paul Hillerson, who is personally well known to me as the person named as attorney-in-fact on the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of DuMont Oaks Corporation, a Maryland corporation, and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal the day and year first above written.


Teresa W. Hopkins
Notary Public



My Commission expires: July 1, 1990

Exhibit "A"

Lots numbered One (1) thru Four (4), inclusive, in Block lettered "A", and Lots numbered One (1) and Two (2), in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17697, among the Land Records of Montgomery County, Maryland.

Lot numbered Five (5), in Block lettered "A", and Lots numbered Three (3) thru Seven (7), inclusive, in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17698, among the Land Records of Montgomery County, Maryland.

Lots numbered Six (6), Sixteen (16) and Seventeen (17), in Block lettered "A", and Lots numbered Eight (8) thru Eleven (11), inclusive, in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17699, among the Land Records of Montgomery County, Maryland.

Lots numbered Seven (7) thru Fifteen (15), inclusive, in Block lettered "A", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17700, among the Land Records of Montgomery County, Maryland.

Lots numbered Eighteen (18) thru Twenty-Two (22), inclusive, in Block lettered "A", and Lots numbered Twelve (12) thru Fourteen (14), inclusive, in Block lettered "B", and Lot numbered Six (6), in Block lettered "C", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17701, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty-Three (23) thru Twenty-Seven (27), inclusive, in Block lettered "A", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17702, among the Land Records of Montgomery County, Maryland.

Lots numbered One (1) thru Five (5), inclusive, in Block lettered "C", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17703, among the Land Records of Montgomery County, Maryland.

LIBER 9297 FOLIO 46

Lots numbered Fifteen (15) thru Eighteen (18), inclusive, in Block lettered "B", and Lots numbered Seven (7) thru Ten (10), inclusive, in Block lettered "C" in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17704, among the Land Records of Montgomery County, Maryland.

Lots numbered Fifteen (15) thru Nineteen (19), inclusive, in Block lettered "C", and Lots numbered One (1) thru Three (3), inclusive, in Block lettered "D", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17705, among the Land Records of Montgomery County, Maryland.

Lots numbered Nineteen (19) thru Twenty-One (21), inclusive, and Thirty-One (31) and Thirty-Two (32), in Block lettered "B", and Lots numbered Eleven (11) and Twelve (12), in Block lettered "C", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17706, among the Land Records of Montgomery County, Maryland.

Lot numbered Thirty-Three (33), in Block lettered "B", and Lots numbered Thirteen (13) and Fourteen (14), in Block lettered "C", and Lots numbered Four (4) thru Eight (8), inclusive, in Block lettered "D", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17707, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty-Two (22), Twenty-Three (23), Twenty-Nine (29), and Thirty (30), in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17708, among the Land Records of Montgomery County, Maryland.

Lots numbered Thirty-Four (34) thru Thirty-Six (36), inclusive, in Block lettered "B", and Lots numbered Nine (9) thru Eleven (11), inclusive, in Block lettered "D", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17802, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty-Four (24) thru Twenty-Eight (28), inclusive, in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17803, among the Land Records of Montgomery County, Maryland.

LIBER 9297 FOLIO 47

Lots numbered Thirty-Seven (37) and Thirty-Eight (38), in Block lettered "B", and Lots numbered Twelve (12) thru Seventeen (17), inclusive, in Block lettered "D", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17804, among the Land Records of Montgomery County, Maryland.

Lots numbered Thirty-Nine (39) and Forty (40), in Block lettered "B", and Lots numbered Eighteen (18) and Nineteen (19), in Block lettered "D", and Lots numbered Seven (7) thru Nine (9), inclusive, in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17805, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty (20) thru Twenty-Two (22), inclusive, in Block lettered "D", and Lots numbered Three (3) thru Six (6), inclusive, in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17806, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty-Three (23) thru Twenty-Seven (27), inclusive, in Block lettered "D", and Lots numbered One (1) and Two (2), in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17807, among the Land Records of Montgomery County, Maryland.

Lots numbered Forty-One (41) thru Forty-Three (43), inclusive, in Block lettered "B", and Lots numbered Ten (10) and Eleven (11), in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17808, among the Land Records of Montgomery County, Maryland.

Lots numbered Forty-Four (44) and Forty-Five (45), in Block lettered "B", and Lots numbered Twelve (12) thru Fifteen (15), inclusive, in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17809, among the Land Records of Montgomery County, Maryland.

Parent Tax I.D. No.: 6-389642
Title Insurer: Lawyers Title Insurance Corp.

Page Three of Three

PALATINE ADDRESSES

revised 2/14/90

SECTION 1

LOT	BLOCK	TAX NOS.	ADDRESS
1	A	2870368	11300 PALATINE DRIVE
2	A	2870370	11304 PALATINE DRIVE
3	A	2870381	11308 PALATINE DRIVE
4	A	2870392	11312 PALATINE DRIVE
5	A	2870426	11320 PALATINE DRIVE
1	B	2870404	11301 PALATINE DRIVE
2	B	2870415	11311 PALATINE DRIVE
3	B	2870437	11315 PALATINE DRIVE
4	B	2870448	11319 PALATINE DRIVE
5	B	2870450	11323 PALATINE DRIVE
6	B	2870461	11327 PALATINE DRIVE
7	B	2870472	11331 PALATINE DRIVE

SECTION 2

LOT	BLOCK	TAX NOS.	ADDRESS
6	A	2870483	11330 PALATINE DRIVE OR 12521 PALATINE COURT (CORNER)
7	A	2870552	12517 PALATINE COURT
8	A	2870563	12513 PALATINE COURT
9	A	2870574	12509 PALATINE COURT
10	A	2870585	12505 PALATINE COURT
11	A	2870596	12501 PALATINE COURT
12	A	2870608	12500 PALATINE COURT
13	A	2870610	12504 PALATINE COURT
14	A	2870621	12508 PALATINE COURT
15	A	2870632	12512 PALATINE COURT
16	A	2870494	11340 PALATINE DR. OR 12516 PALATINE COURT (CORNER)
17	A	2870506	11344 PALATINE DRIVE
8	B	2870517	11335 PALATINE DRIVE
9	B	2870528	11339 PALATINE DRIVE
10	B	2870530	11343 PALATINE DRIVE
11	B	2870541	11347 PALATINE DRIVE

SECTION 3

LOT	BLOCK	TAX NOS.	ADDRESS
18	A	2870643	11348 PALATINE DRIVE
19	A	2870654	11352 PALATINE DRIVE
20	A	2870665	11356 PALATINE DR. OR 12529 NOBLE COURT (CORNER)
21	A	2870676	12525 NOBLE COURT
22	A	2870687	12521 NOBLE COURT
12	B	2870698	11351 PALATINE DRIVE
13	B	2870701	11355 PALATINE DRIVE
14	B	2870712	11401 PALATINE DRIVE
6	C	2870723	12520 NOBLE COURT

SECTION 4

LOT	BLOCK	TAX NOS.	ADDRESS
23	A	2870734	12517 NOBLE COURT
24	A	2870745	12513 NOBLE COURT
25	A	2870756	12509 NOBLE COURT
26	A	2870767	12505 NOBLE COURT
27	A	2870778	12501 NOBLE COURT
1	C	2870780	12500 NOBLE COURT
2	C	2870791	12504 NOBLE COURT
3	C	2870803	12508 NOBLE COURT
4	C	2870814	12512 NOBLE COURT
5	C	2870825	12516 NOBLE COURT

SECTION 5

LOT BLOCK TAX NOS. ADDRESS

15	B	2870836	11405 PALATINE DRIVE
16	B	2870847	11409 PALATINE DRIVE
17	B	2870858	11413 PALATINE DRIVE
18	B	2870860	11417 PALATINE DRIVE
19	B	2871000	12601 TRIBUNAL LA. OR 11421 PALATINE DR.
7	C	2870871	11404 PALATINE DRIVE
8	C	2870882	11408 PALATINE DRIVE
9	C	2870893	11412 PALATINE DRIVE
10	C	2870905	11416 PALATINE DRIVE
11	C	2871035	11420 PALATINE DRIVE

SECTION 6

LOT BLOCK ADDRESS

20	B	2871011	12605 TRIBUNAL LANE
21	B	2871022	12609 TRIBUNAL LANE
22	B	2871157	12613 TRIBUNAL LANE
23	B	2871168	12617 TRIBUNAL LANE
29	B	2871170	12612 TRIBUNAL LANE
30	B	2871181	12608 TRIBUNAL LANE
31	B	2871033	12604 TRIBUNAL LANE
32	B	2871044	12600 TRIBUNAL LA. OR 11425 PALATINE DR.
12	C	2871066	11424 PALATINE DRIVE

SECTION 7

LOT BLOCK TAX NOS. ADDRESS

33	B	2871077	11429 PALATINE DR. OR 12701 GREENBRIAR RD.
13	C	2871088	11428 PALATINE DR. OR 12629 GREENBRIAR RD.
14	C	2871090	12625 GREENBRIAR ROAD
15	C	2870916	12621 GREENBRIAR ROAD
16	C	2870927	12617 GREENBRIAR ROAD
17	C	2870938	12613 GREENBRIAR ROAD
18	C	2870940	12609 GREENBRIAR ROAD
19	C	2870951	12605 GREENBRIAR ROAD
1	D	2870962	12604 GREENBRIAR ROAD
2	D	2870973	12610 GREENBRIAR ROAD
3	D	2870984	12620 GREENBRIAR ROAD
4	D	2871102	12624 GREENBRIAR ROAD
5	D	2871113	12628 GREENBRIAR ROAD
6	D	2871124	12632 GREENBRIAR ROAD
7	D	2871135	12636 GREENBRIAR ROAD
8	D	2871146	12700 GREENBRIAR ROAD

SECTION 8

LOT	BLOCK	TAX NOS.	ADDRESS
24	B		12621 TRIBUNAL LANE
25	B		12625 TRIBUNAL LANE
26	B		12624 TRIBUNAL LANE
27	B		12620 TRIBUNAL LANE
28	B		12616 TRIBUNAL LANE

SECTION 9

LOT	BLOCK	ADDRESS
34	B	12605 GREENBRIAR ROAD
35	B	12609 GREENBRIAR ROAD
36	B	12613 GREENBRIAR ROAD
37	B	12717 GREENBRIAR ROAD
38	B	12721 GREENBRIAR ROAD
9	D	12604 GREENBRIAR ROAD
10	D	12608 GREENBRIAR ROAD
11	D	12612 GREENBRIAR ROAD
12	D	11804 FORUM HILL COURT
13	D	11808 FORUM HILL COURT
14	D	11812 FORUM HILL COURT
15	D	11807 FORUM HILL COURT
16	D	11801 FORUM HILL CT. OR 122716 GREENBRIAR RD.
17	D	12720 GREENBRIAR ROAD

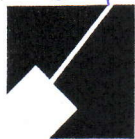
SECTION 10

LOT	BLOCK	ADDRESS
39	B	12725 GREENBRIAR ROAD
40	B	11720 CENTURION WAY
41	B	11716 CENTURION WAY
42	B	11712 CENTURION WAY
43	B	11708 CENTURION WAY
44	B	11704 CENTURION WAY
45	B	11700 CENTURION WAY
18	D	12724 GREENBRIAR ROAD
19	D	12728 GREENBRIAR ROAD
7	E	11801 CENTURION WAY
8	E	11729 CENTURION WAY
9	E	11725 CENTURION WAY
10	E	11721 CENTURION WAY
11	E	11717 CENTURION WAY
12	E	11713 CENTURION WAY
13	E	11709 CENTURION WAY
14	E	11705 CENTURION WAY
15	E	11701 CENTURION WAY

SECTION 11

LOT	BLOCK	ADDRESS
20	D	11804 CENTURION WAY
21	D	11808 CENTURION WAY
22	D	11812 CENTURION WAY
23	D	11816 CENTURION WAY
24	D	11820 CENTURION WAY
25	D	11824 CENTURION WAY
26	D	11828 CENTURION WAY
27	D	11832 CENTURION WAY
1	E	11825 CENTURION WAY
2	E	11821 CENTURION WAY
3	E	11817 CENTURION WAY
4	E	11813 CENTURION WAY
5	E	11809 CENTURION WAY
6	E	11805 CENTURION WAY

Attachment 4



MONTGOMERY COUNTY PLANNING DEPARTMENT

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue, Silver Spring, Maryland 20910

Environmental Planning Division 301.495.4540 Fax: 301.495.1303

www.MontgomeryPlanning.Org

NOTICE OF VIOLATION

EDPNOV 0001

FOR MONTGOMERY COUNTY, MARYLAND, the undersigned issuer, being duly authorized, states that:

On, 04/06/2012 the recipient of this NOTICE, Shakuntala Malik
Date Recipient's Name

who represents the property owner, Shakuntala M & Rajat Malik
Property Owner's Name

is notified that a violation of the Montgomery County Forest Conservation Law (Chapter 22-A) exists at the
following location: 12516 Noble Ct Potomac, MD 20854 conservation easement
Subdivision

Plan No. 119880940 Explanation: graded and built a house addition within conservation easement

VIOLATION:

<input type="checkbox"/>	Failure to hold a required pre-construction meeting.
<input type="checkbox"/>	Failure to have tree protection measures inspected prior to starting work.
<input type="checkbox"/>	Failure to install or maintain tree protection measures per the approved Forest Conservation or Tree Save plan.
<input type="checkbox"/>	Failure to comply with terms, conditions and/or specifications of an approved Forest Conservation plan or Tree Save plan, or as directed by Forest Conservation Inspector
<input type="checkbox"/>	Failure to obtain an approved Forest Conservation plan or Tree Save plan prior to cutting, clearing, or grading 5,000 square feet on a property of 40,000 square feet or greater.
<input type="checkbox"/>	Failure to comply with reforestation or afforestation requirements of a Forest Conservation Plan.
<input type="checkbox"/>	Failure to obtain written approval for a fence permit prior to installing a fence that passes through or around a conservation easement.
<input checked="" type="checkbox"/>	Other: <u>Violation of conservation easement agreement - graded and built house addition within conservation</u>

Failure to comply with this NOV by 07/06/2012 may result in i) issuance of a citation, ii) issuance of a Stop Work Order, and/or iii) issuance of a Notice of Hearing to appear before the Planning Board for appropriate Administrative Action. Recipient is to call the inspector at 301-495-4540 when the corrective action is complete. The following corrective action(s) must be performed as directed and within any time frames specified below:

<input type="checkbox"/>	Stake out limits of disturbance (LOD) and contact Forest Conservation Inspector for a pre-construction meeting:
<input type="checkbox"/>	Install tree protection measures and/or tree care as directed by Forest Conservation Inspector.
<input type="checkbox"/>	Submit required application for compliance with Chapter 22A of the County Code. Contact Environmental Planning at 301-45-4540.
<input type="checkbox"/>	Cease all cutting, clearing, or grading and/or land distributing activity. Approval from Forest Conservation Inspector is required to resume work.
<input type="checkbox"/>	Schedule a pre-planting meeting with the Forest Conservation Inspector prior to the reforestation of afforestation planting.
<input checked="" type="checkbox"/>	Schedule and attend a meeting with staff to determine appropriate corrective action to be performed by a date certain. Failure to complete the corrective action by the date assigned may result in i) issuance of a citation, ii) issuance of a Stop Work Order, and/or iii) issuance of a Notice of Hearing to appear before the Planning Board for appropriate Administrative Action.
<input checked="" type="checkbox"/>	Other: <u>Ultimately a limited amendment to the preliminary plan for your lot will have to be submitted and approved for conservation easement changes</u>

MNCPPC
Inspector

Stephen Peck
Printed Name

Stephen Peck
Signature

04/06/2012
Date

RECEIVED
BY:

Shakuntala Malik
Printed Name

Shakuntala Malik
Signature

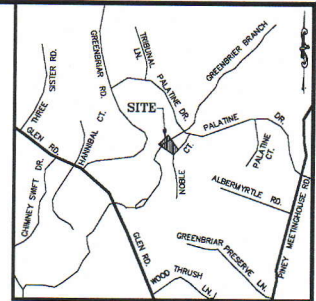
4/6/2012
Date

Attachment 5

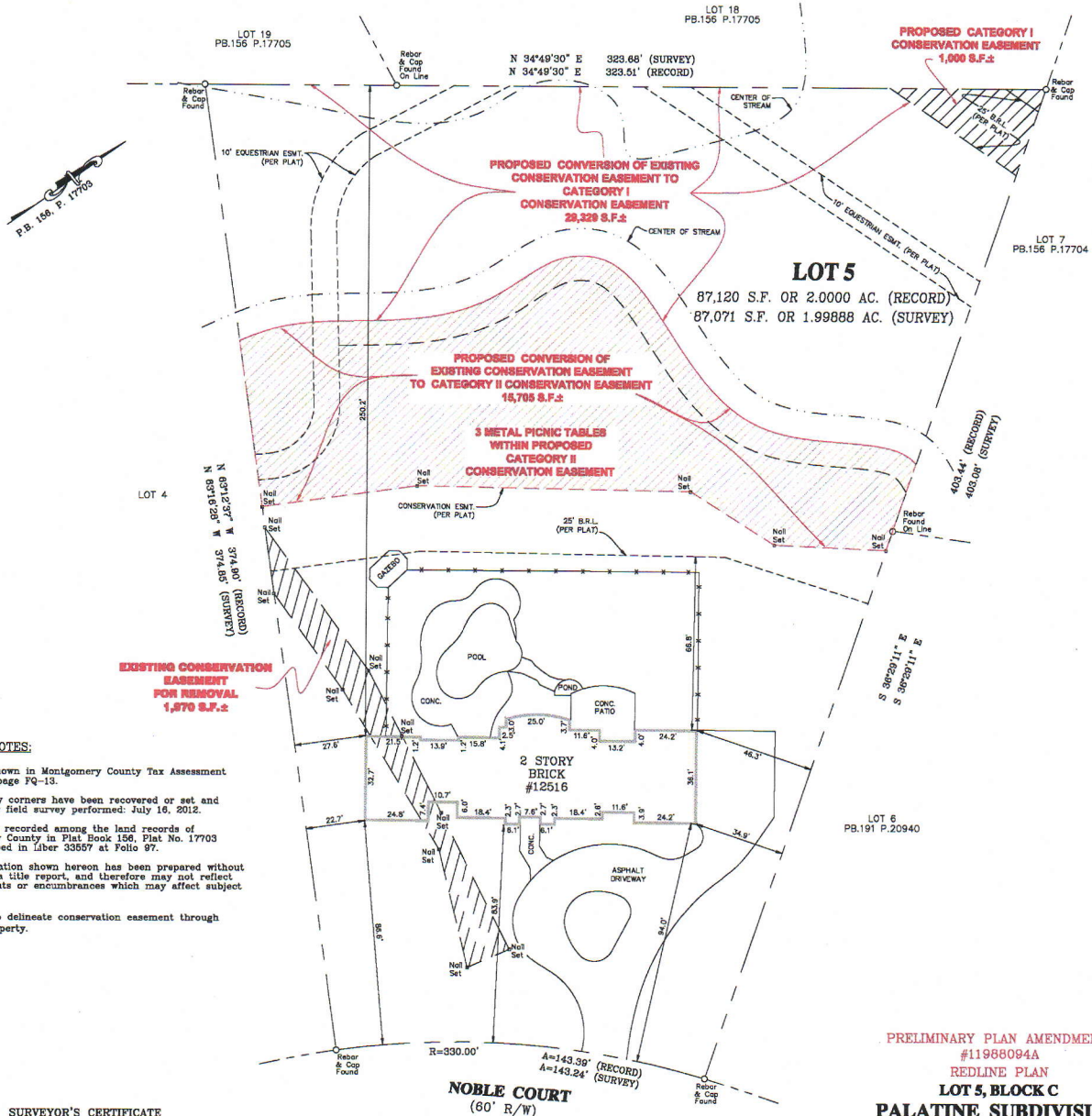
SUPPLEMENTAL CONSERVATION EASEMENT PLANTING		
REFORESTATION PLANT LIST BEHIND STREAM		
	SIZE	QTY.
CORNUS FLORIDA	1" CALIPER	10
CORNUS AMOMUM	3 GALLON	10
VIBURNUM DENTATUM	3 GALLON	10
PLATANUS OCCIDENTALIS	2" CALIPER	4
QUERCUS ALBA	2" CALIPER	3
CERCIS CANADENSIS	1" CALIPER	10
QUERCUS PALASTRIS	1" CALIPER	10

MARYLAND TREE EXPERT

BILL DOWLING, LICENSE No. 001146



VICINITY MAP
ADC MAP 37TH EDITION
PAGE 27, GRID J-10
SCALE: 1" = 1000'



GENERAL NOTES:

- Property shown in Montgomery County Tax Assessment Map Book page FQ-13.
- All property corners have been recovered or set and verified per field survey performed: July 16, 2012.
- Property is recorded among the land records of Montgomery County in Plat Book 156, Plat No. 17703 and described in Liber 33557 at Folio 97.
- The information shown hereon has been prepared without benefit of a title report, and therefore may not reflect all easements or encumbrances which may affect subject property.
- Nails set to delineate conservation easement through subject property.

SURVEYOR'S CERTIFICATE

"I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD SURVEY PURSUANT TO THE DEED OR PLAT OF RECORD. PROPERTY MARKERS HAVE BEEN RECOVERED OR PLACED IN ACCORDANCE WITH THE INFORMATION SHOWN. THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED WAS PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE REGULATIONS GOVERNING LAND SURVEYING IN THE STATE OF MARYLAND."

MARYLAND PROFESSIONAL LAND SURVEYOR REG. NO. 21930
EXPIRES: 01-07-2015

REVISION #	REMARKS	DATE
0		12/31/1989
2	ADDRESS MNCPPC COMMENTS	10/15/2013
1	ADDRESS MNCPPC COMMENTS	1/31/2013

REFERENCES		DATE OF LOCATIONS	
PLAT BK. 156		WALL CHECK	SCALE: 1" = 30'
PLAT NO. 17703		HSE. LOC.	DRAWN BY: J.M.
LIBER 33557		PROP. CORRS.	JOB NO.: 12-25101AP
FOLIO 97			

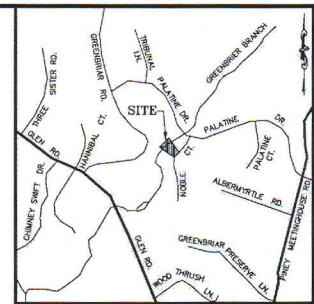
FILE PATH: Z:\Data-12\Projects\12-25101\12-25101AP.dwg
PLOT DATE: 10/25/2013

Attachment 6

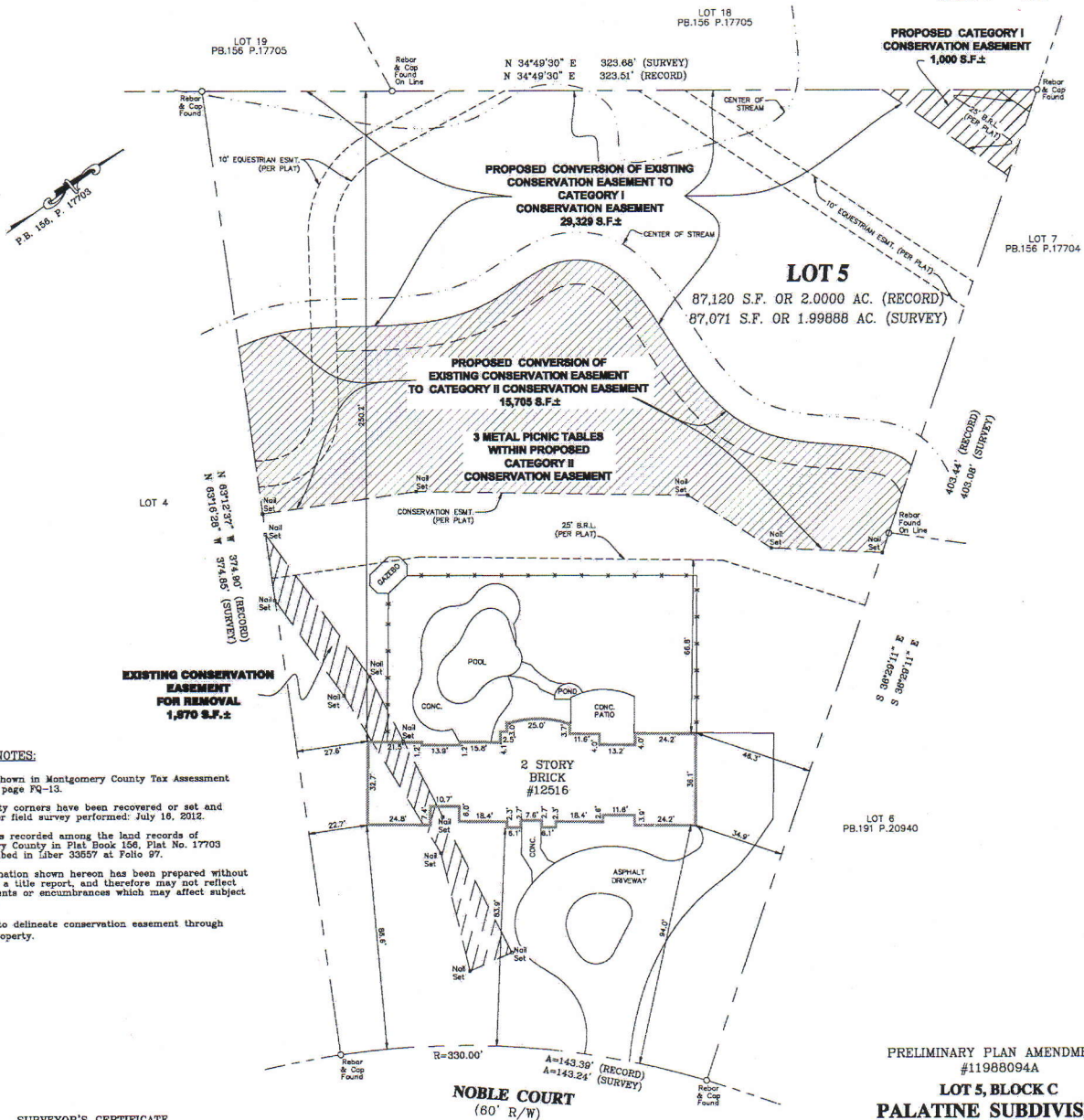
SUPPLEMENTAL CONSERVATION EASEMENT PLANTING		
REFORESTATION PLANT LIST BEHIND STREAM		
	SIZE	QTY.
CORNUS FLORIDA	1" CALIPER	10
CORNUS AMOMUM	3 GALLON	10
VIBURNUM DENTATUM	3 GALLON	10
PLATANUS OCCIDENTALIS	2" CALIPER	4
QUERCUS ALBA	2" CALIPER	3
CERCIS CANADENSIS	1" CALIPER	10
QUERCUS PALASTRIS	1" CALIPER	10

MARYLAND TREE EXPERT

HILL DOWLING, LICENSE No. 001146



VICINITY MAP
ADC MAP 37TH EDITION
PAGE 27, GRID J-10
SCALE: 1" = 1000'



EXISTING CONSERVATION EASEMENT FOR REMOVAL
1,970 S.F.±

GENERAL NOTES:

- Property shown in Montgomery County Tax Assessment Map Book page PQ-13.
- All property corners have been recovered or set and verified per field survey performed: July 16, 2012.
- Property is recorded among the land records of Montgomery County in Plat Book 156, Plat No. 17703 and Described in Liber 33557 at Folio 97.
- The information shown hereon has been prepared without benefit of a title report, and therefore may not reflect all easements or encumbrances which may affect subject property.
- Nails set to delineate conservation easement through subject property.

SURVEYOR'S CERTIFICATE

"I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD SURVEY PURSUANT TO THE DEED OR PLAT OF RECORD. PROPERTY MARKERS HAVE BEEN RECOVERED OR PLACED IN ACCORDANCE WITH THE INFORMATION SHOWN. THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED WAS PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE REGULATIONS GOVERNING LAND SURVEYING IN THE STATE OF MARYLAND."

MARYLAND PROFESSIONAL LAND SURVEYOR REG. NO. 21330
EXPIRES: 01-07-2015

REVISION #	REMARKS	DATE
0		12/31/1699
2	ADDRESS MNCPPC COMMENTS	10/16/2013
1	ADDRESS MNCPPC COMMENTS	1/31/2013

REFERENCES		DATE OF LOCATIONS	SCALE: 1" = 30'
PLAT BK. 156			
PLAT NO. 17703		WALL CHECK	DRAWN BY: J.M.
LIBER 33557		HSE. LOC.	JOB NO.: 12-25101AP
FOLIO 97		PROP. CONS.: 07-16-12	

FILE PATH: Z:\Data-12\MC\Projects\12-25101\12-25101AP_3d.dwg
PLOT DATE: 10/30/2013