



**Preliminary Plan Amendment 11988094B – in Response to a Violation – Palatine Subdivision, Lot 10, Block E**



Stephen Peck, Senior Planner, DARC, [Stephen.Peck@montgomeryplanning.org](mailto:Stephen.Peck@montgomeryplanning.org), 301-495-4564



Mark Pfefferle, Chief, DARC, [Mark.Pfefferle@montgomeryplanning.org](mailto:Mark.Pfefferle@montgomeryplanning.org), 301-495-4730

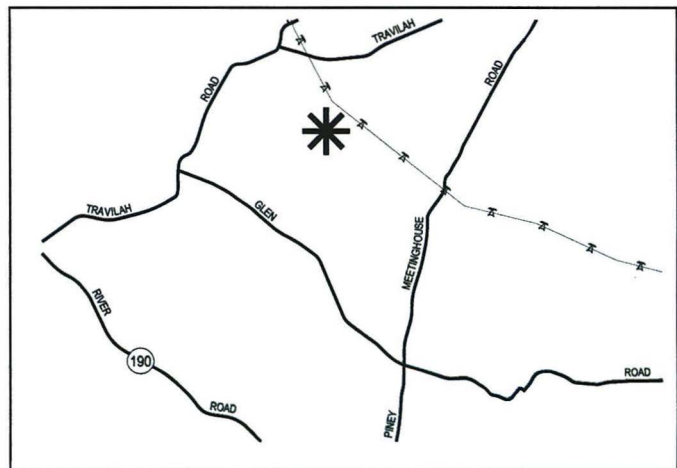
Completed: 10/28/16

**Description**

**Limited Amendment, Preliminary Plan No. 11988094B, Palatine Subdivision, Lot 10, Block E (in response to a violation)**

Request to remove 1,206 square feet of existing conservation easement and mitigate onsite.

- Located at 11721 Centurion Way, 400 feet East of Greenbriar Road in Potomac
- RE2 Zone
- Within Potomac Subregion Master Plan
- Applicant: Shurong Yin
- Submitted on August 8, 2016



**Summary**

- Removal of 1,206 square feet of existing conservation easement.
- Onsite mitigation exceeds the area of conservation easement to be removed. Onsite mitigation:
  - Protect 9,316 square feet of previously unprotected stream buffer with a Category I Conservation Easement and
  - Protects 27,787 square feet of trees and wildlife habitat in an existing conservation easement by recording this area into a more stringent Category I Conservation Easement.

## **STAFF RECOMMENDATION AND CONDITIONS**

Staff recommends approval of the limited amendment to the Preliminary Plan with the conditions listed below. All other conditions of Preliminary Plan No. 119880940, as contained in Montgomery County Planning Board's Opinion dated February 14, 1989, remain in full force and effect.

1. Within thirty (30) days of the mailing date of the Planning Board's Resolution, Applicant must submit a cost estimate for the supplemental planting and two-year maintenance of the tree plantings shown on the Preliminary Plan Amendment No. 11988094B submitted on September 29, 2016.
2. Within sixty (60) days of the mailing date of the Planning Board's Resolution, the Applicant must submit financial security for the planting requirements identified on the Preliminary Plan Amendment No. 11988094B submitted on September 29, 2016 in the amount and format approved by Staff.
3. Within sixty (60) days of the mailing date of the Planning Board's Resolution, the Property Owner must record a Category I Conservation Easement by deed in a form approved by the M-NCPPC Office of the General Counsel in the Land Records of Montgomery County, Maryland for the new 37,103 square feet of Category I Conservation Easement.
4. After recordation of the new Category I Conservation Easement, the Applicant must obtain and record a Deed of Conservation Easement Release in a form approved by the M-NCPPC Office of the General Counsel in the Land Records of Montgomery County, Maryland. All existing conservation easements remains in full force and effect until this Deed of Release is recorded.
5. Within one hundred and fifty (150) days of the mailing date of the Planning Board's Resolution, the Applicant must submit a complete Record Plat application that delineates and references the new Category I Conservation Easement.
6. All planting requirements of Preliminary Plan Amendment No. 11988094B must be completed by the Applicant after a pre-planting meeting with the M-NCPPC Inspector. The Applicant must request an M-NCPPC inspection of the planting for purposes of starting the 2-year warranty period prior to April 30, 2017.

## **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 10, Block E "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 and was approved prior to the effective date of the Montgomery County Forest Conservation Law. The Montgomery County Planning Board Opinion is included as Attachment 1.

"Palatine in Potomac" also known as "Palatine" or "Palatine Subdivision" is in a sensitive environmental area in Montgomery County. The soil in this area is characterized as a shallow silt loam with seasonally high water tables. Rare, threatened and endangered species live within the Serpentine Barrens Conservation Parks which are adjacent to the Palatine Subdivision. The Subject Property is situated west

of the North Serpentine Barrens Conservation Park. A tributary of Upper Sandy Branch flows through the rear of the Subject Property. The headwaters of this stream are within the Serpentine Barrens Conservation Parks.

Preliminary Plan No. 119880940 limited grading within the subdivision 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. In addition to stream buffers and floodplain areas, seeps and springs were protected with conservation easements in the Palatine Subdivision.

The Palatine conservation easements were established before the more restrictive Category I Conservation Easement was created. The developer recorded the required easements and the locations of the easements are shown on the record plats. Palatine Lot 10, Block E is shown on Record Plat No. 17808 (Attachment 2). After the record plats were recorded, the developer also recorded "The Palatine in Potomac Declaration of Protective Covenants, Restrictions and Easements". Article V, Section 4 of this document protects topography and scenic character within conservation easement areas shown on the Record Plats 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. The Conservation Easement was granted to M-NCPPC and is recorded at Liber 9297 Folio 022 in the Land Records of Montgomery County, Maryland (Attachment 3). Any excavations or grading within the Conservation Easement requires prior written permission from M-NCPPC. Cutting of trees, live or dead, within the Conservation Easement is not mentioned within the Conservation Easement. Alterations of the scenic character and topography of the conservation easement are prohibited within the Conservation Easement.

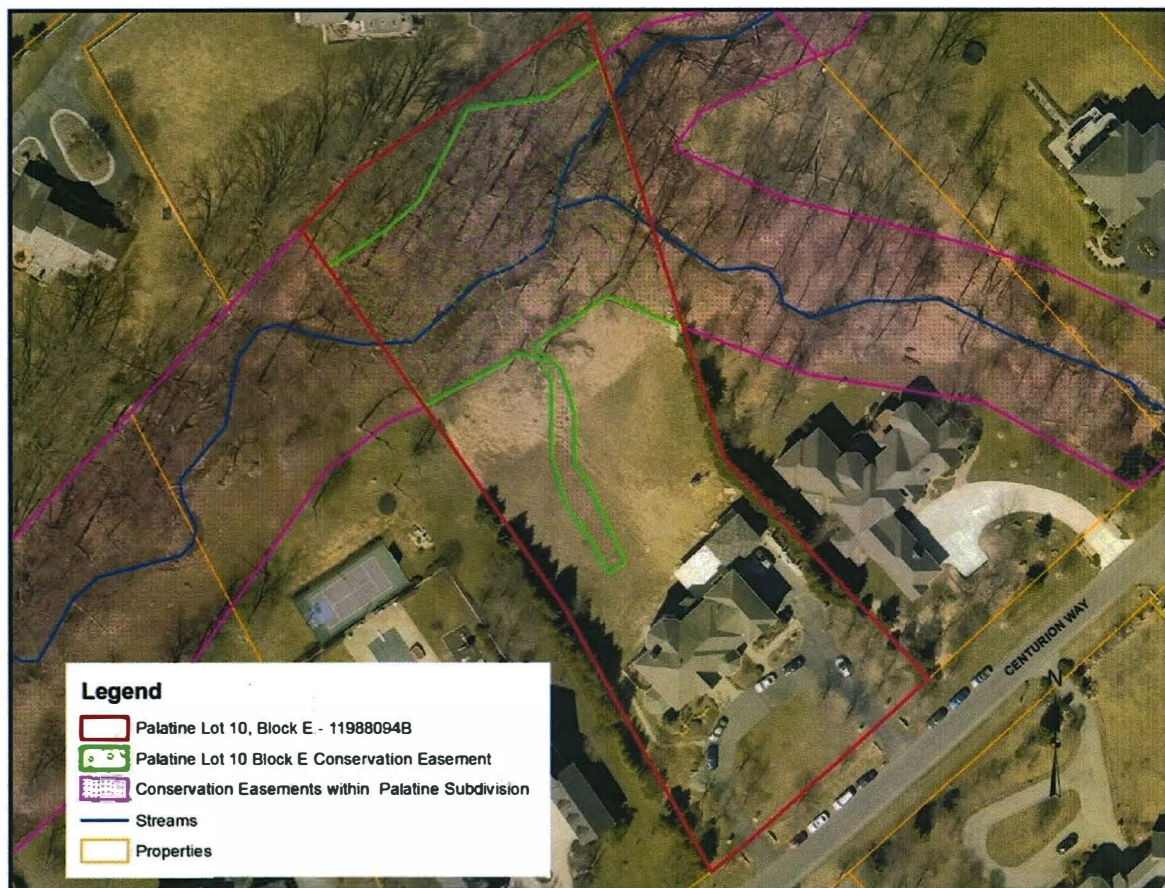
### **Development of the Subject Property**

At the time of Preliminary Plan approval, the Subject Property consisted of forest and three water sources. These water sources intersected on the Subject Property. A smaller perennial stream flowing from the east emptied into a larger stream flowing from the north through the rear of the property. A third water source, a seep or a spring flowed from the center of Lot 10, Block E through the center rear yard to the banks of the larger stream. Conservation easements were established over the stream buffer area and the area of the seep or spring on the Subject Property.

The Preliminary Plan approved a Rough Grading plan for the subdivision. It appears that the limit of grading condition was honored during the home construction in 2000 as the trees and forest within the Conservation Easement are visible in 2002 aerial photos. However, it appears that the water table was disturbed during the construction of the new roads or the house, altering the water flowing from the spring/seep.



Between 2002 and today, the forest on the property has been disappearing. The forest within the seep and spring area of the Conservation Easement disappeared between 2002 and 2004. This area was forest in 2002 and mowed grass in 2004. The Applicant purchased the property in 2012.



**Figure 1 : Palatine Lot 10, Block E – 2015 Aerial Photo and Conservation Easement Map**

### **Conservation Easement Violation**

In December 2015, the M-NCPPC Inspector received a complaint about tree clearing within the Conservation Easement. The Inspector investigated the site and determined that 5 live trees within the Conservation Easement next to the streams had been cut and that the cut trees were dumped within portions of the Conservation Easement. The cutting of these trees resulted in a complete alteration of the scenic character of the conservation easement as the cutting resulted in no trees remaining between the stream and south boundary of the conservation area. The character of the Conservation Easement was altered.

On December 4, 2015, a Notice of Violation was issued to the Property Owner for violation of the Conservation Easement (Attachment 3). The Property Owner has complied with the Notice of Violation. Stump sprouts have been protected from deer damage and ten mitigation trees have been planted within the existing Conservation Easement area.

In June 2016, the Property Owner met with Planning Staff to discuss a proposed pool construction project on the property. Planning Department Staff described how any new pool construction project would have to be done in a manner that protected the existing conservation easement. As the existing conservation easement bisects a section of the backyard, the Owner asked if a portion of the conservation easement could be removed. Planning Staff informed the Owner of the process to request changes to a conservation easement which resulted in this Preliminary Plan Amendment.

### Proposal (Figure 2)

On August 8, 2016, Planning Department Staff accepted for review a limited Preliminary Plan Amendment to change the location of the conservation easement for Palatine Lot 10, Block E.

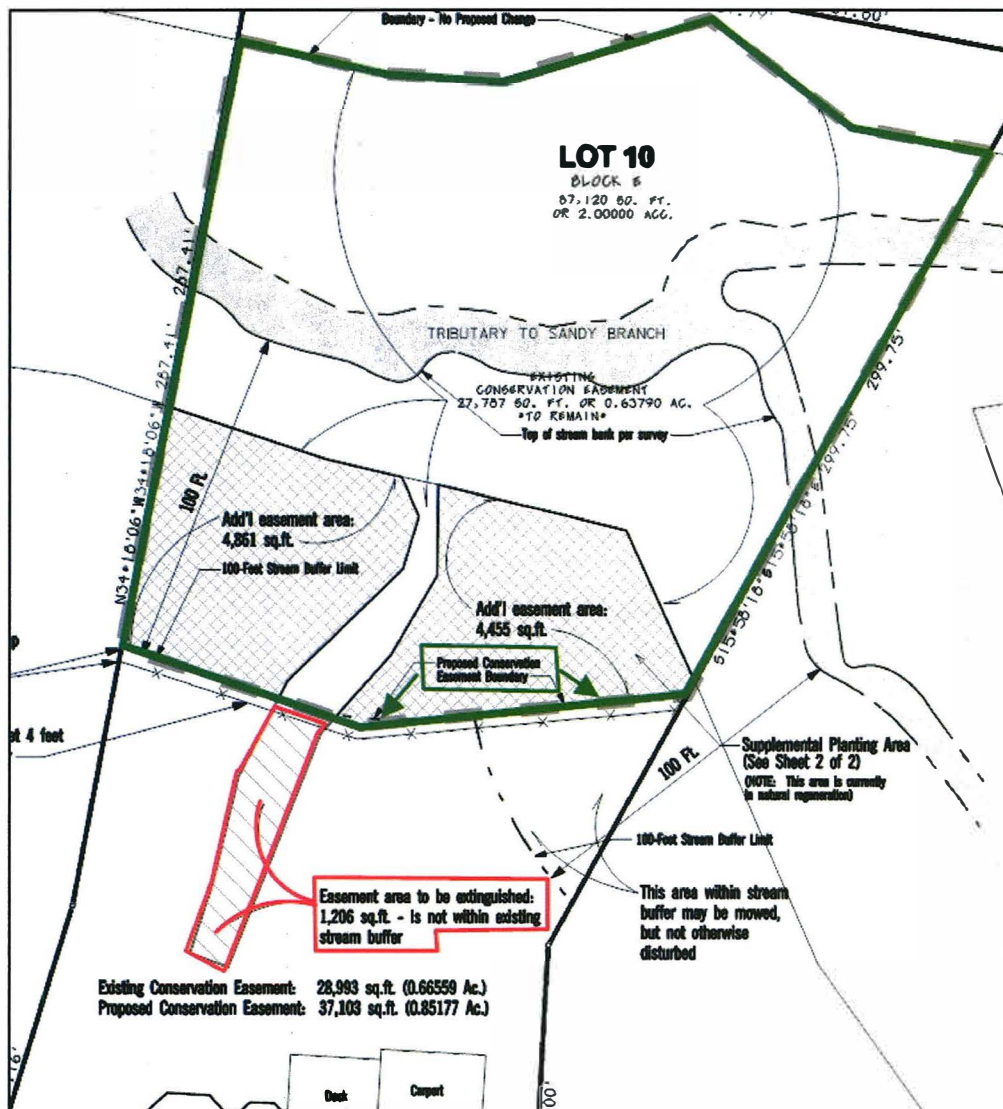


Figure 2: Proposed Conservation Easement Changes (Preliminary Plan Amendment 11988094B). Green boundary represents the Proposed Category I Conservation Easement of 37,103 sq. feet and Red boundary represents existing 1,206 sq. feet area of Conservation Easement to be released.



The Amendment proposes to remove 1,206 square feet of existing conservation easement that is the dried-up, seep/spring area of the property (Figure 2). The area of removal is not within a stream buffer of Upper Sandy Branch. To mitigate for the loss of this conservation easement area, the Applicant proposes to enhance the conservation easement protection of the Upper Sandy Branch stream buffer. The proposal includes converting 27,787 square feet of existing conservation easement area to a more stringent Category I Conservation Easement and adding approximately 9,316 square feet of currently unprotected stream buffer into a Category I Conservation Easement. The Applicant proposes to plant 15 trees and 5 shrubs within the proposed Category I Conservation Easement and maintain these plantings for 2 years.

#### **PLANNING BOARD REVIEW AUTHORITY**

The Planning Board approved Preliminary Plan No. 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 10, Block E.

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 conservation easement established before the effective date of the Forest Conservation Law. There have been repeated violations of the conservation easement area since 2002. The most recent violation, which included the clearing of trees and dumping tree limbs within the conservation easement, was resolved by the Property Owner through the planting of 10 mitigation trees and protection of stump sprouts. Since the Property Owner decided to submit an Amendment for conservation easement changes during the resolution of the violation, the Amendment is considered in response to the violation.

The Amendment is to release of 1,206 square feet area of conservation easement that includes the dried-up spring or seep. Staff believes this area was once a spring or a seep that flowed down to a stream of Upper Sandy Branch but the grading for the subdivision altered the underground hydrology and ground water levels so that seep/spring dried up. All trees and forest within the area of proposed easement removal were removed between 2002 and 2004.

The Amendment enhances the protection of 37,103 square feet of the existing stream buffer on the property by:

- 1) Permanently protecting approximately 9,316 square feet of previously unprotected stream buffer with a Category I conservation easement;

2) Converting approximately 27,787 square feet of existing conservation easement to a more stringent Category I conservation easement. This will protect the supplemental tree planting to occur next to Sandy Branch. The current conservation easement does not provide the same level of protection as a Category I Conservation Easement. The Category I Conservation Easement allows for the natural regeneration of a self-sustaining forest and wildlife habitat protection.

## **NOTIFICATION and OUTREACH**

The Subject Property was properly signed with notification of the upcoming Preliminary Plan amendment prior to the acceptance of the Application. 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**

The Amendment enhances the protection of an existing forest and stream buffer while removing a portion of conservation easement that is a dried-up, filled in seep or spring. Even though the Preliminary Plan Amendment is not subject to the Forest Conservation Law, the Amendment's proposed conservation easement configuration and habitat protection is consistent with the requirements of the Forest Conservation Law and the Guidelines for Environmental Management of Development in Montgomery County. In addition, the Amendment does not alter any conditions of Preliminary Plan No. 119880940. All other findings of approved Preliminary Plan No. 119880940 remain in effect.

Staff recommends that the Planning Board approve Preliminary Plan Amendment No. 11988094B with the conditions specified above.

## **ATTACHMENTS**

1. Copy of Preliminary Plan No. 119880940 "Palatine in Potomac" Planning Board Opinion
2. Copy of Record Plat No. 17808
3. Copy of The Palatine in Potomac Declaration of Protective Covenants, Restrictions and Easements
4. Copy of Notice of Violation
5. Preliminary Plan Amendment No. 11988094B submitted on September 29, 2016



## THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

2787 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, DUNDY 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 overlength  
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

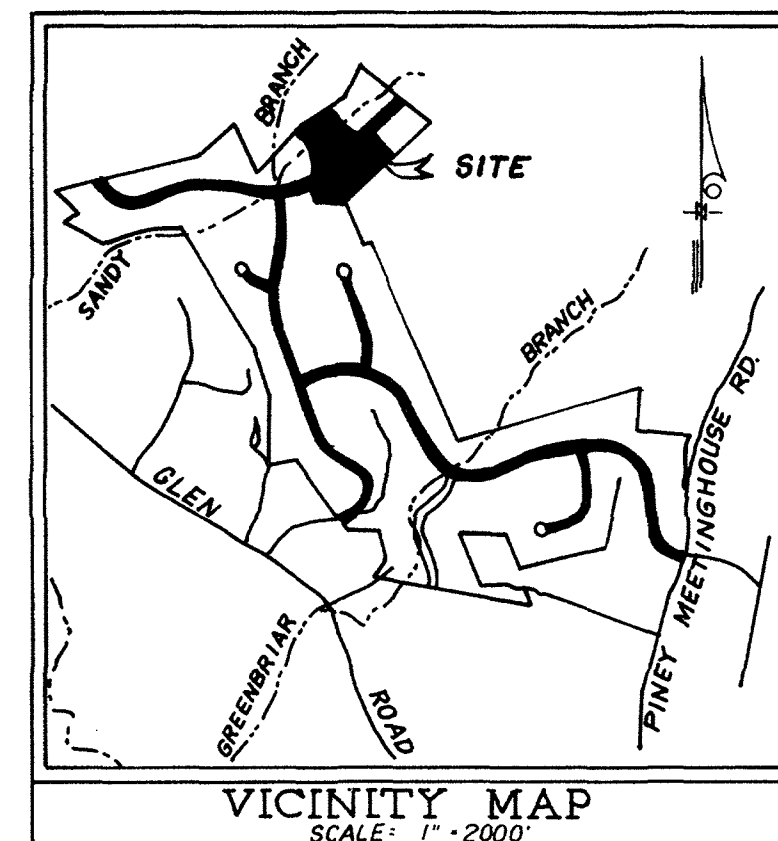


8. Equestrian easement along Greenbriar Branch to be set back minimum of 50' from stream
9. Equestrian easements, conservation easements, 100-year floodplain and 25' building restriction line to be shown on plat
10. Other necessary easements
11. Additional equestrian easement along Piney Meetinghouse 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

PLAT NO 17808

CURVE DATA						
NO.	RADIUS	DELTA	ARC	TAN	CHORD	CH'D BEARING
1	1010.18	03° 48' 03"	67.01	33.52	67.00	N49° 56' 10" E
2	1070.18	11° 52' 13"	221.72	111.26	221.32	N53° 58' 16" E



## OWNER'S DEDICATION

We, DuMont Oaks Corporation, a Maryland Corporation, by Robert Paul Hillerson, President, owners of the property shown hereon and described in the Surveyor's Certificate, hereby adopt this plan of subdivision, establish the minimum building restriction lines, and dedicate to public use the streets shown hereon.

Further, we establish slope easements 25 feet wide along all the streets as required by Montgomery County, Ordinance No. 4-115, said slope easements shall be extinguished after all required public improvements abutting said easements have been completed and accepted for maintenance by Montgomery County, Maryland or other appropriate public agency.

Further, we grant to the Washington Suburban Sanitary Commission, their successors and assigns forever easements as shown hereon if any, and within the 10' P.U.E. for the construction, reconstruction, maintenance and operation of water mains, sanitary sewers and appurtenances.

And we grant to the parties named in a document entitled "Declaration of terms and provisions of public utility easements" as recorded in Liber 3834 at folio 457 of the aforesaid Land Records.

Public utility easements shown hereon as "10' P.U.E." are subject to all current and applicable regulations of all Federal, State, and Local governing agencies.

There are no suits of action, leases, liens or trusts on the property shown hereon, except certain deeds of trust and the parties in interest thereto have below indicated their assent.

DUMONT OAKS CORPORATION

7-5-89 ATTEST: *David Weiss*  
DATE DAVID WEISS, SECRETARY

BY: *Robert Paul Hillerson*  
ROBERT PAUL HILLERSON, PRESIDENT

*Jessie N. Hopkins* *William E. Thompson*  
WITNESS WILLIAM E. THOMPSON, TRUSTEE

*Jessie N. Hopkins* *Mary C. Swain*  
WITNESS MARY C. SWAIN, TRUSTEE

*Burton M. Sult* *Eugene S. Casey*  
WITNESS EUGENE S. CASEY, SURVIVING TRUSTEE

This Record Plat is subject to that certain Covenant relating to sewer service made by the Dumont Oaks Corporation dated March 16, 1990 and recorded among the Land Records of Montgomery County, Maryland at Liber 9260 Folio 782.

## SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF PART OF THE LAND CONVEYED TO DUMONT OAKS CORPORATION, A MARYLAND CORPORATION FROM EUGENE S. CASEY AND BETTY BROWN CASEY BY DEED DATED JUNE 21, 1985 AND RECORDED IN LIBER 6776 AT FOLIO 327 AND RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND. FURTHER CERTIFY THAT IRON PIPES SHOWN THUS \* WILL BE SET TO THE FINISHED GRADE WHERE INDICATED HEREON. THE TOTAL AREA INCLUDED IN THIS PLAN OF SUBDIVISION IS 472,109 SQUARE FEET OR 10.8381 ACRES OF LAND. THE TOTAL AREA DEDICATED TO PUBLIC USE BY THIS PLAT, IS 36,508 SQUARE FEET OR 0.8381 ACRES OF LAND.

6/27/89  
DATE

*Martin B. Gallatree*  
MARTIN B. GALLATREE  
PROFESSIONAL LAND SURVEYOR  
MARYLAND NO. 5191

For public water and sewer systems only

Scale: 1"=100'

Note: Grading must be in accordance with an agreement with the Montgomery County Planning Board.

28924218809406001740201292

Maryland National Capital Park & Planning Commission  
Montgomery County Planning Board

Approved: July 27, 1989

*Husbauman* *Leah C. Kippin*  
Chairman Asst. Secretary Treasurer

MNCP&amp;PC File NO. 579-61

Department of Environmental Protection  
Montgomery County, Maryland  
Approved: *March 16, 1990*

By: *Philip E. Gannett*  
P.E. Director

Montgomery County, Maryland, Department of Transportation  
Approved: *June 25, 1989*

*Robert E. Newman*  
For Director

PIA No. 89-153

Recorded

Plat Book

Plat No.

GREENHORNE & O'MARA INC.  
ENGINEERS-ARCHITECTS-PLANNERS-SURVEYORS  
15020 SHADY GROVE ROAD, SUITE 300  
ROCKVILLE, MARYLAND 20850  
(301) 738-3890

Plat 19  
APRIL 1989

Sect. 4

Comp. - Drafter

File No.  
R-2316-M

579-61

LIBERS 297 FOLIO 22

LTIC

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

THIS DECLARATION is made this 24<sup>th</sup> 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 COUNTY

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	118.00
NAMES	1.00
PARCELID	
83#1.00	83.00
SUBTOTAL	200.00
CHECK TL	200.00
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	05/01/90

**ARTICLE I  
DEFINITIONS**

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

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.



**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.

**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 2. 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

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.

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.

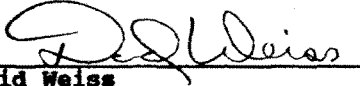
Section 10. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation or to recover damages. Any party or parties in title to any of the Property described herein, 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.

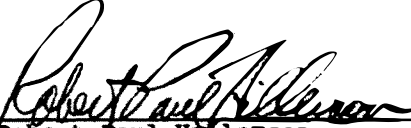
IN WITNESS WHEREOF, on the 24<sup>th</sup> day of April, 1990, the said DuMont Oaks Corporation, a Maryland corporation, has caused these presents to be executed by Robert Paul Hillerson, President,

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

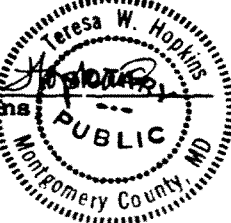
By:   
Robert Paul Hillerson  
President

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.

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.



**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
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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
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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
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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



# 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, December 4, 2015 the recipient of this NOTICE, Shurong Yin  
Date Recipient's Name

who represents the property owner, Shurong Yin & Mingxia Wang  
Property Owner's Name

is notified that a violation of the Montgomery County Forest Conservation Law (Chapter 22-A) exists at the following location: 11721 Centurion Way Potomac, MD conservation easement

Plan No. 119880940 Explanation: Violation of conservation easement agreement recorded in Land Records  
VIOLATION: Liber 9297 Folio 022

Failure to hold a required pre-construction meeting.

Failure to have tree protection measures inspected prior to starting work.

Failure to install or maintain tree protection measures per the approved Forest Conservation or Tree Save plan.

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 Y PF

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.

Failure to comply with reforestation or afforestation requirements of a Forest Conservation Plan.

Failure to obtain written approval for a fence permit prior to installing a fence that passes through or around a conservation easement.

☒ Other: cut 5 trees from conservation easement removed all tree canopy from a 5,000 square foot area

Failure to comply with this NOV by Shurong Yin 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 301-495-1303 when the corrective action is complete. The following corrective action(s) must be performed as directed and within an time frames specified below:

Stake out limits of disturbance (LOD) and contact Forest Conservation Inspector for a pre-construction meeting:

Install tree protection measures and/or tree care as directed by Forest Conservation Inspector.

Submit required application for compliance with Chapter 22A of the County Code. Contact Environmental Planning at 301-45-4540.

☒ Cease all cutting, clearing, or grading and/or land disturbing activity. Approval from Forest Conservation Inspector is required to resume work.

☒ Schedule a pre-planting meeting with the Forest Conservation Inspector prior to the reforestation of afforestation planting.

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.

☒ Other: restore cut area of conservation easement by protecting stump sprouts from deer browse, planting 15 new 2 inch caliper native trees as directed by Inspector

MNCPPC  
Inspector

Printed Name

Signature

Date

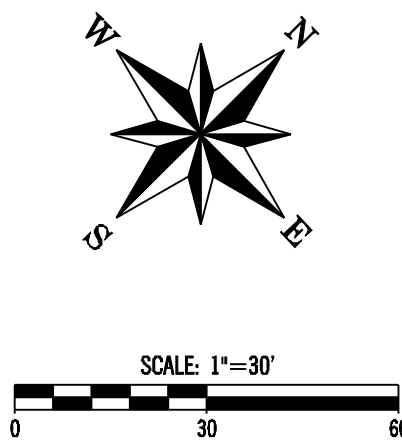
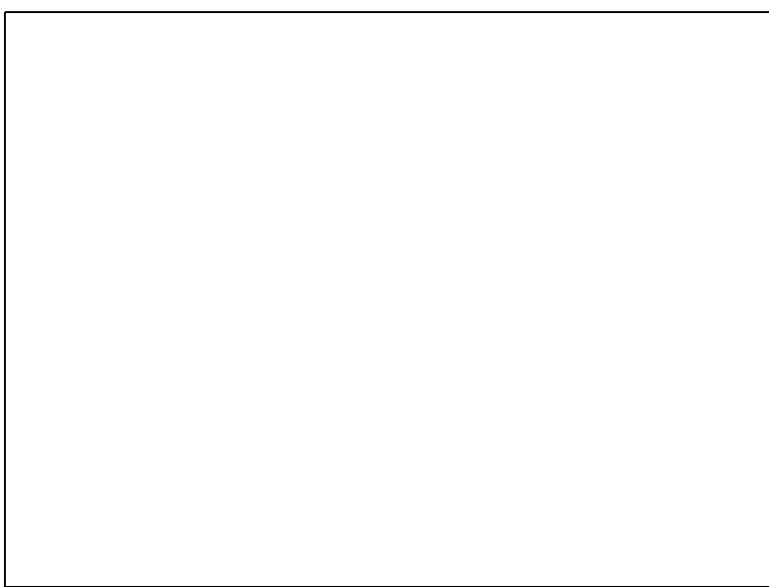
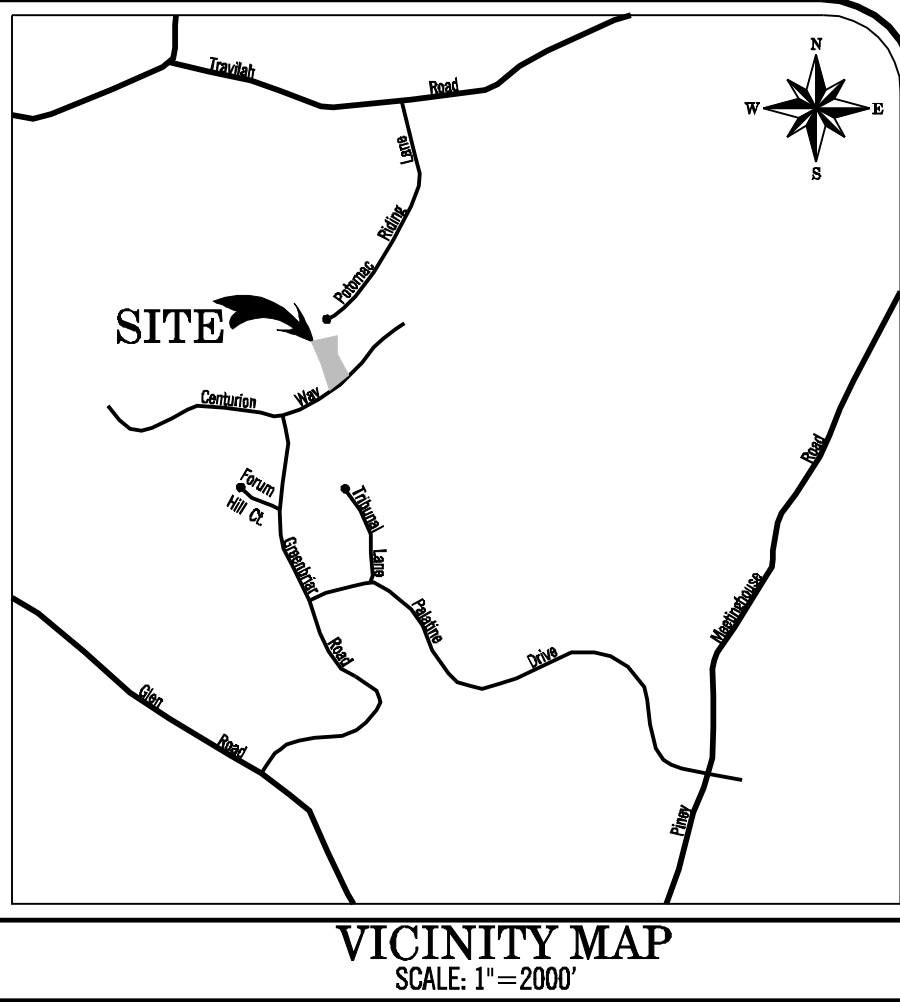
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BY:

Printed Name

Signature

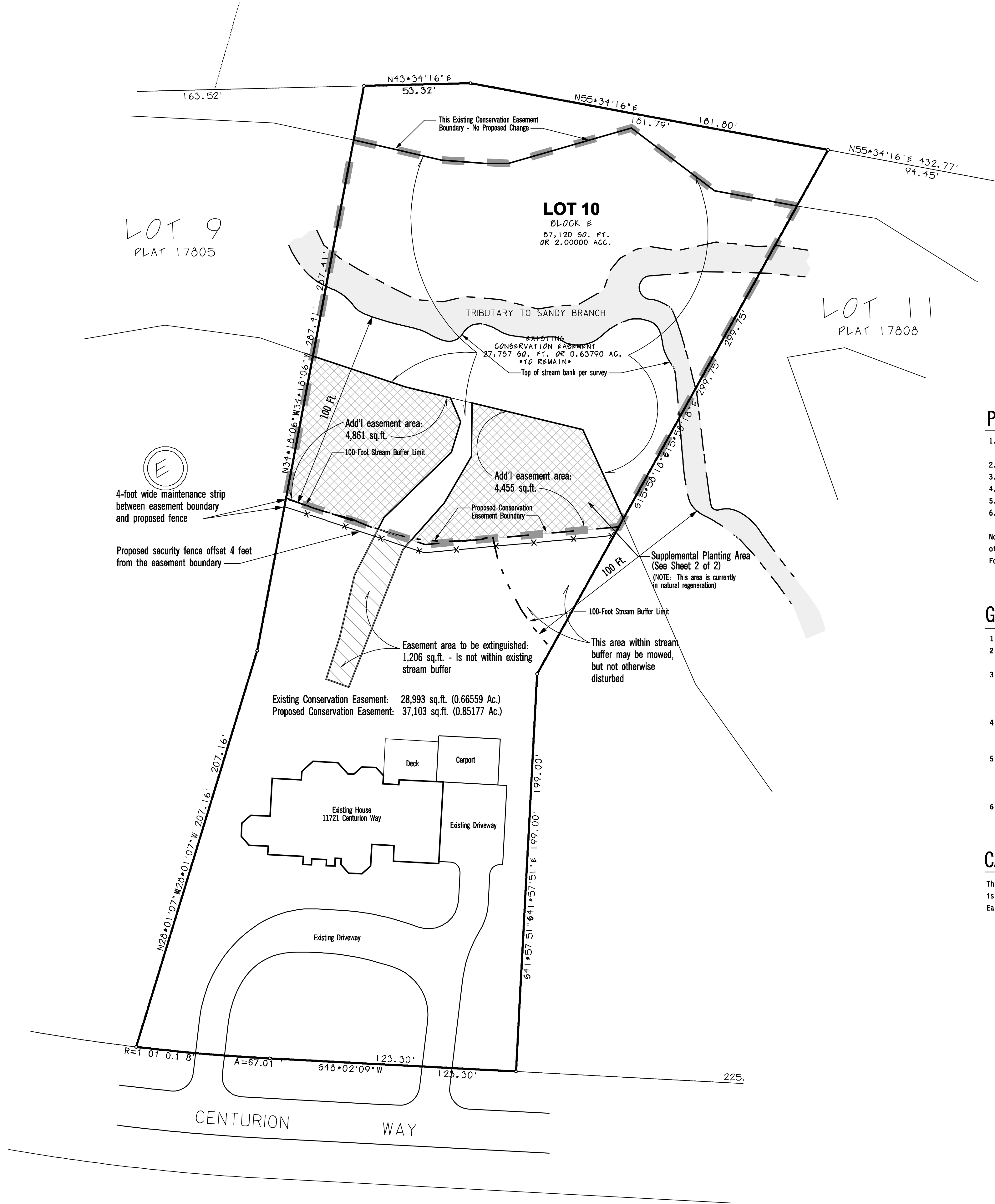
12/4/15





LEGEND

	CONSERVATION EASEMENT TO BE EXTINGUISHED: 1,206 SQ.FT.
	CONSERVATION EASEMENT TO BE ADDED: 9,316 SQ.FT.
	STREAM @ TOP OF BANK (Surveyed location)
	100-FOOT STREAM BUFFER LIMIT
	BOUNDARY OF PROPOSED CATEGORY I CONSERVATION EASEMENT



PROPERTY DATA

- Legal Description: Lot 10 / Block E, Palatine Subdivision (Note that the subject lot was Lot #81 on approved Preliminary Plan #119880940)
- Tax Identification: #02878136 (Dist. 06)
- Zoning: RE-2
- Property Area: 2.00 Ac. (87,120 sq.ft.)
- Watershed: Watts Branch / Sub-Watershed is Upper Sandy Branch (State Use I-P)
- Record Plat #17808

Note that this property was subdivided prior to the implementation of the County's Forest Conservation law. There is no NRI/FSD or Forest Conservation Plan for this property.

GENERAL NOTES

- The subject lot is shown on Montgomery County Tax Map ER561.
- All property corners have been field verified by a survey by Site Solutions, Inc., on August 10, 2016.
- 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 the subject property.
- There are no mapped floodplain areas on the subject property according to FEMA Panel #24031C0328D. The subject property is entirely in Flood Zone X.
- There is no evidence of wetlands outside the stream bank on the subject property. There are no areas of hydric soils on the subject property according to the NRCS digital database (Map 19 of the Soil Survey).
- The top of stream bank location was surveyed by Site Solutions, Inc., on Sept. 14, 2016.

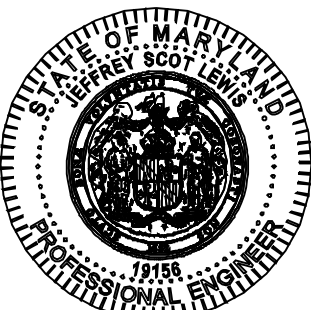
CATEGORY I CONSERVATION EASEMENT

The entire property area encompassed by existing and proposed conservation easement is to be placed into a Category I Conservation Easement. The Category I Conservation Easement area is to be recorded by deed in the land records of Montgomery County.

**OWNER'S CERTIFICATE**  
The Undersigned agrees to execute all the features of this Amendment No. 11988094B, including Approval Conditions and Implementation of the Forest Conservation Planting Requirements & Protection Measures.  
Owner's Name: Shurong Yin  
  
Address: 11721 Centurion Way, Potomac, MD. 20854  
Phone: (703) 268-6684  
  
Signature: \_\_\_\_\_

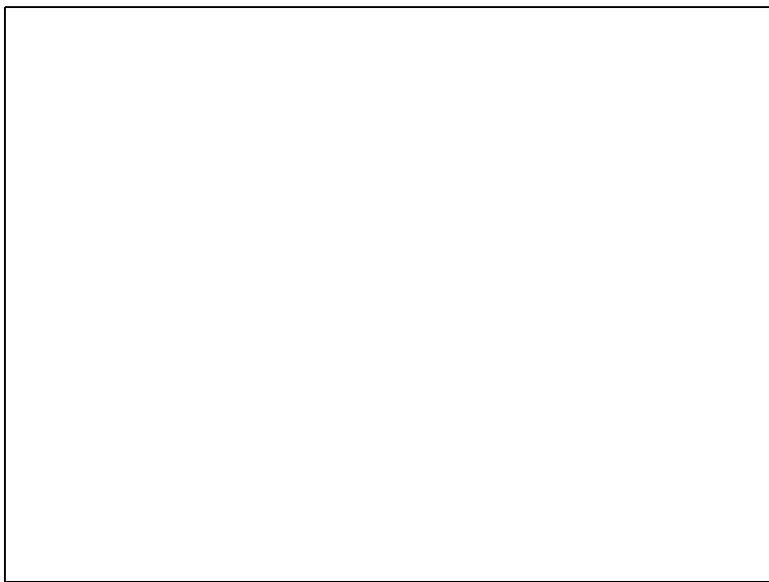
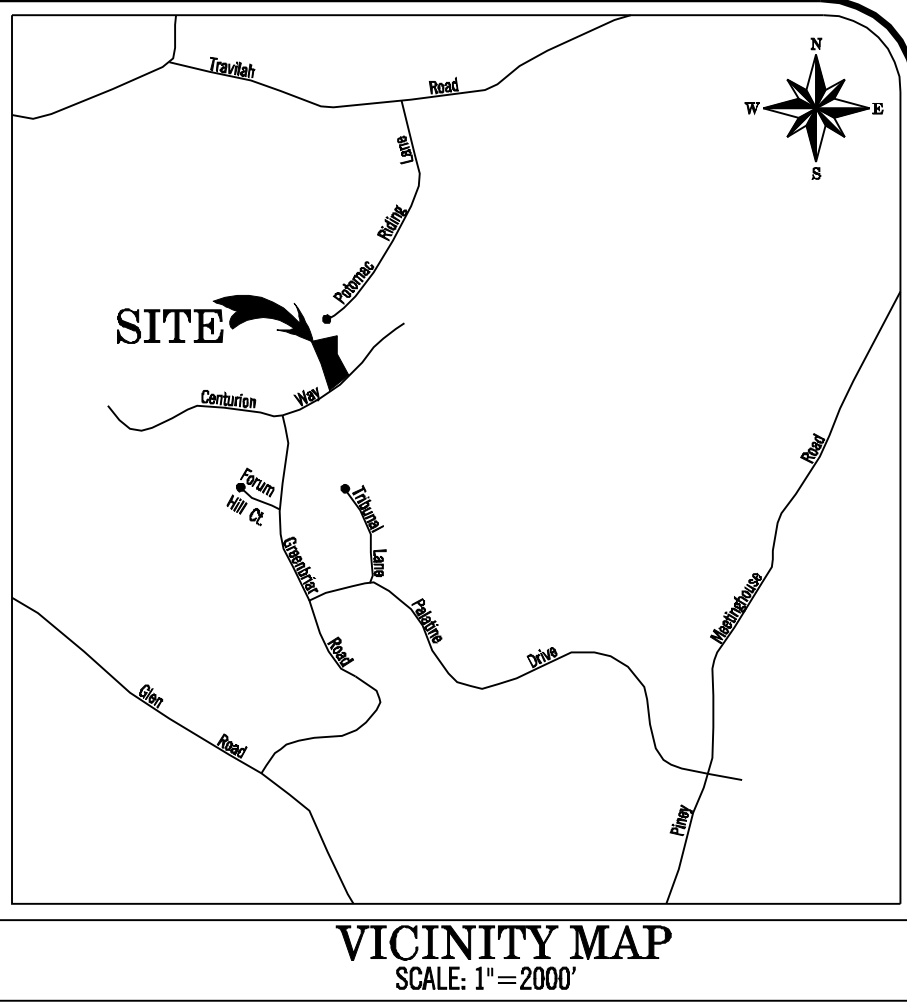
11988094B

2	Revise per 9/28/16 M-NCPPC Staff comments	9/28/16	
1	Revise per M-NCPPC Staff comments	9/28/16	
NO	REVISION	DATE	



DWR DESIGN	1" = 30'
JSL CHECKED	1 of 2
9/29/2016 PLOT DATE	2054 PROJ. No.
	D-



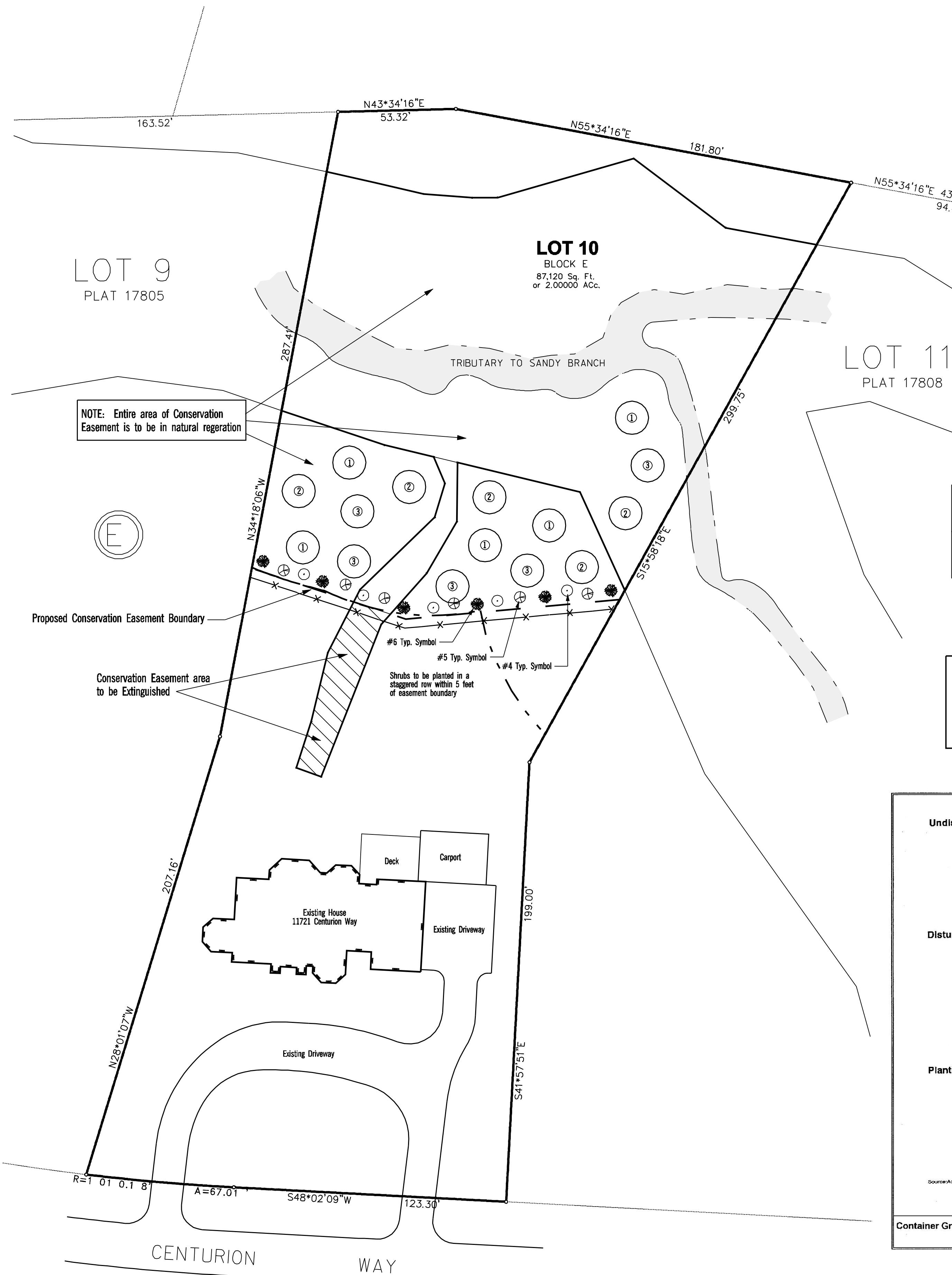


### LEGEND

- Proposed Trees to be Planted
- Border Planting along Conservation Easement Boundary

### Maintenance & Management Notes

- As part of the Preliminary Plan Amendment, the Owner of Palatine Subdivision Lot 10, Block E agrees to the following terms and conditions:
- The Planting shall be planted by the Property Owner in accordance with the specifications of the Preliminary Plan Amendment. The Planting shall be planted and accepted by M-NCPPC before May 15, 2017. The Planting shall be maintained for 2 years.
  - The Owner shall provide the Board (the Montgomery County Planning Board of the Maryland-National Capital Park & Planning Commission) or its designees, reasonable access to the Property (Palatine Subdivision Lot 10, Block E) to make routine inspections of the planting through the two-year maintenance period of the planting.
  - The Owner shall contact the Board's Forest Conservation Inspector, "Inspector", for a pre-planting meeting prior to planting to discuss site preparation and planting locations.
  - Upon completion of all required planting, the Owner shall notify the Inspector to schedule a post planting inspection for Plan compliance. Upon acceptance of the planting the Inspector will provide the Owner with written notice of maintenance and management commencement date.
  - A 2-year planting maintenance bond must be posted in the amount of M-NCPPC approved estimate prior to planting acceptance. The estimate is to cover replacement cost of dead trees, plus cost of 2 years of maintenance.
  - The Owner shall maintain the forest plantings in accordance with the Plan. This shall include but not be limited to:
    - planting native plant species compatible with the existing habitat
    - watering, fertilizing, controlling competing vegetation and protecting plants from disease, pests and mechanical injury during the initial planting and through the Maintenance & Management period as necessary
  - The Owner shall monitor the Forestation site of the property for the duration of the Maintenance & Management Period and the Owner shall replace any plantings that die within the Maintenance & Management Period. A 75% SURVIVAL RATE IS REQUIRED AT THE END OF 2 YEARS.
  - The Owner must notify the Inspector one year after planting acceptance for an interim inspection. The Owner must notify the end of the Maintenance & Management Period to schedule a final inspection. After verifying plan compliance, the Inspector shall issue to the Owner a written notice of completion.
  - After the second year of maintenance at the final inspection, the Owner can request release of financial security.



### PLANT LIST

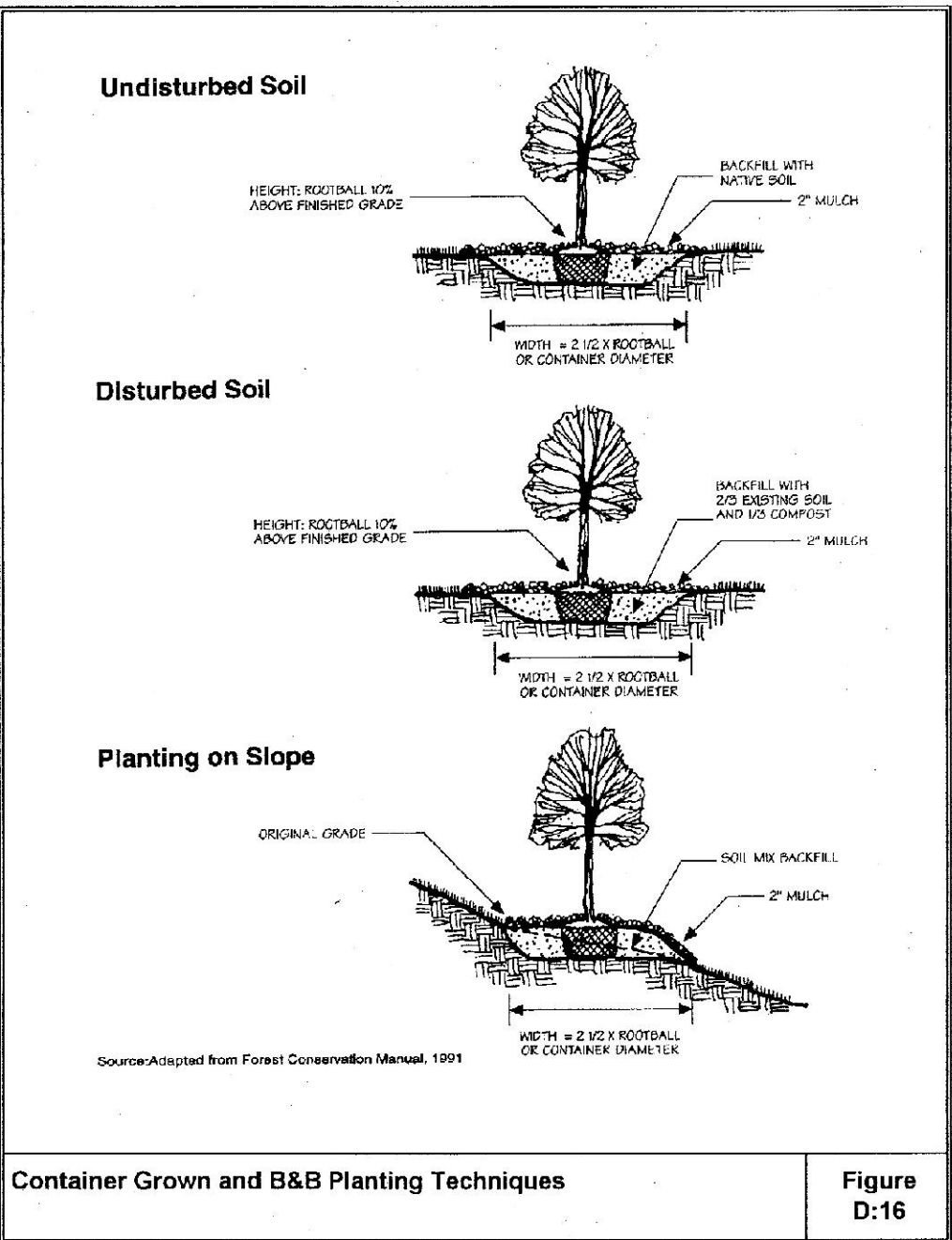
For Supplemental Planting

KEY #	BOTANICAL NAME	COMMON NAME	SIZE*	QUANTITY	REMARKS
1	Liriodendron tulipifera	Tulip Poplar	1" - 1-1/4" cal. / 8' - 10' ht.	5	B & B or 10 gal. Container
2	Platanus acerifolia	Sycamore	1" - 1-1/4" cal. / 8' - 10' ht.	5	B & B or 10 gal. Container
3	Quercus bicolor	Swamp White Oak	1" - 1-1/4" cal. / 8' - 10' ht.	5	B & B or 10 gal. Container
4	Asimina triloba	Paw Paw	3 gal. / 18" 24" ht.	5	3 gal. container grown
5	Diospyros virginiana	Persimmon (Native)	3 gal. / 18" 24" ht.	6	3 gal. container grown
6	Juniperus virginiana	Eastern Red Cedar	3 gal. / 18" 24" ht.	6	3 gal. container grown

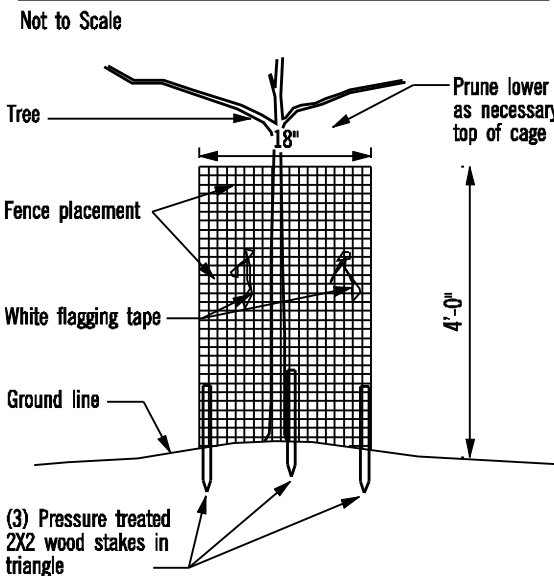
SIZE\* All plant material specified on this plant list shall conform to size, root condition, ball dimensions, spread / height, etc., as specified in "American Standard for Nursery Stock" (ANSI Z60.1), most recent edition, published by the American Nursery & Landscape Association, Washington, D.C.

REQUIRED PLANTING IS TO BE DONE AFTER A PRE-PLANTING MEETING WITH THE OWNER, AND IF APPLICABLE, THE LANDSCAPER. THE OWNER IS TO CONTACT THE M-NCPPC INSPECTOR FOR ACCEPTANCE AFTER INSTALLATION, PROTECTION AND MULCHING OF THE PLANTINGS. THE OWNER IS TO CONTACT THE M-NCPPC INSPECTOR FOR AN INTERIM PLANTING INSPECTION, 1 YEAR AFTER PLANTING ACCEPTANCE. THE OWNER IS TO CONTACT THE M-NCPPC INSPECTOR FOR A FINAL PLANTING INSPECTION 2 YEARS AFTER PLANTING ACCEPTANCE.

THIS PROTECTION TO BE INSTALLED AROUND ALL TREES TO BE PLANTED



### DEER PROTECTION for DECIDUOUS TREES



### OWNER'S CERTIFICATE

The Undersigned agrees to execute all the features of this Amendment No. 11988094B, including Approval Conditions and Implementation of the Forest Conservation Planting Requirements & Protection Measures.

Owner's Name: Shurong Yin

Address: 11721 Centurion Way, Potomac, MD. 20854

Phone: (703) 268-6684

Signature: \_\_\_\_\_

NO	REVISION	DATE
2	Revise per 9/29/16 M-NCPPC Staff comments	9/29/16
1	This sheet added to drawing set	9/28/16
NO		

Signature & Seal of Qualified Preparer

Donald W. Rohrbaugh, II Md. R.L.A. #491

Date



DWR DESIGN	1" = 30"
JSL CHECKED	2 of 2
9/29/2016 PLOT DATE	2054 PROJ. No.
	D-