

RECORDED DECEMBER 11, 1963⁶³
LIBER 3167
FOLIO 52

Conditions, Covenants, Restrictions, and Easements Affecting Property of Bennett Construction Company, Inc. and Flint Hill Construction Company in Carderock Springs subdivision, Montgomery County, Maryland.

THIS DECLARATION, made this 27th day of November, 1963, by Bennett Construction Company, Inc. and Flint Hill Construction Company, hereinafter called the Declarants,

WITNESSETH:

WHEREAS, Declarants are the owners of the real property described in Article II of this Declaration, and are desirous of subjecting the real property described in said Article II to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof:

NOW, THEREFORE, Bennett Construction Company, Inc. and Flint Hill Construction Company hereby declare that the real property described in and referred to in Article II is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

ARTICLE I
Definition of Terms

Building Site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

Corporations shall mean Bennett Construction Company, Inc. and Flint Hill Construction Company.

Professional Office shall mean rooms used for office purposes but by not more than two members of any recognized profession, including doctors, dentists, lawyers, accountants, engineers, architects, but not including medical or dental clinics.

Joint Driveway shall mean the common use portion of driveways serving certain lots, but not any connecting driveway serving a single residence.

ARTICLE II

Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, easements, liens and charges set forth in the various clauses and subdivisions of this Declaration is located in the County of Montgomery, State of Maryland, and is more particularly described as follows, to wit:

Lots 14 to 21 inclusive, Block E; Lots 38 to 53 inclusive, Block C; Lots 1 to 8 inclusive and 18 to 32 inclusive, Block F; Lots 1 and 2, Block H; Lots 1, 14, and 15, Block G, Carderock Springs, Montgomery County.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, easements, liens and charges herein set forth by appropriate reference hereto.

ARTICLE III

General Purposes of Conditions

The real property described in Article II hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon 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 of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

ARTICLE IV
Restricted to Residential Purposes

All Building Sites shall be known and described as residential building sites and shall be used exclusively for private dwelling-house purposes, except (1) such site as the Corporation may, at any time and at its sole discretion, select for use as a Community Association and Club to be maintained and operated by the members thereof, and (2) except that a professional office, as herein defined, may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and one other professional associate.

ARTICLE V
Prohibited Uses and Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any lot.

No junk vehicle, and no house trailer shall be kept on any lot.

Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

Outdoor clothes dryers or clothes lines shall be placed within a screened enclosure of an approved design of attractive rustic wood not over eight feet square and not over six feet in height.

In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of joint driveways or public streets, except during temporary emergencies.

No outside television aerial or radio antenna for reception or transmission shall be visible from the street or adjoining houses.

ARTICLE VI
Approval of All Plans and Specifications Required

For a period of seven (7) years from the date of this instrument no building, outbuilding, garage, fence, wall or improvement of any character shall be erected on any premises on said tract, and none begun, nor any change made in the exterior design of such buildings or improvements after original construction has begun, unless and until the architect designing the same; the cost, type and size thereof; the exterior materials to be used in the construction; the color scheme; the plans, specifications and details thereof, and a plot plan, showing the proposed location of the dwelling, outbuilding, garage and driveways upon the lot; existing and proposed grade revisions, shall all have been approved in writing by the Corporations and their successors in interest and title, and copies of said plans, specifications, and details shall have been lodged permanently with the Corporations or their successors in interest and title. At any time after the expiration of said seven (7) year period or earlier if the Corporations shall so elect, such approval shall be had from an architectural committee composed of three (3) members of the Community Association to be selected in accordance with the bylaws of said Association, and in the event that no such architectural committee shall have been selected, no such approval shall be required. In the event the Corporations, or their successors in interest and title, or such architectural committee fails to approve or disapprove such design and location within thirty (30) days after said plans or specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with.

No sound hardwood trees shall be removed from any lot without written approval by the Corporations or their successors or assigns.

ARTICLE VII
Signs and Advertising Regulated

No nuisance, advertising sign, billboard, or other device shall be permitted, erected, placed, or suffered to remain upon said premises; nor shall the premises be used in any way for any purpose which may endanger the health, or unreasonably disturb the quiet of any owner of the adjoining or adjacent land. PROVIDED that (1) one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling to advertise only professional services and (2) one temporary real estate sign not exceeding six (6) square feet in area may be erected upon property placed upon the market for sale or rent.

ARTICLE VIII
Street Lighting and Intersection Signs

The Corporations reserve the right to install a post lamp for street lighting purposes on the front of any lot at any time, including necessary underground wire and leads into the house, together with the right of access to said post lamp and underground wire and leads inside the house for the purpose of adjusting, moving or changing the post lamp. In the event a street light is installed on his lot, the owner shall maintain and light it from dusk to dawn and bear all costs incident thereto. Owners shall only use a white incandescent 100 watt bulb for replacement.

The Corporations reserve an easement on each corner lot inside the arc of the corner fillet for a distance of ten (10) feet behind the front lot line for the length of the arc of said corner fillet for the purpose of erecting a street intersection sign and related landscaping including a stone or masonry corner wall feature.

ARTICLE IX
Easement for Spring Pickup and Water Line Systems

The Corporations reserve an easement over an area extending 25 feet behind and parallel to the property line abutting Hamilton Spring Court on Lots 48 and 47, Block C, and over an area on Lot 46, Block C extending from the common property line between Lot 46, Block C and the entrance tongue on Lot 54, Block C (reserved for the Community Club site) to a line running parallel to and 25 feet behind said line for its full length for the purpose of constructing, reconstructing, maintaining and operating a spring pickup and pipe line, together with the right of access to said system for such purposes, provided further that no structure shall be erected in such easement without the permission in writing of the Corporations or successors.

ARTICLE X
Resale of Property

In the event owner proposes to sell his house he shall first give the exclusive right to sell, for a period of 60 days, to Bennett Construction Company, Inc., as agents, or assigns thereof; provided, however, this provision shall not apply to a mortgagee acquiring ownership of the property at foreclosure or one claiming title by, through, or under a purchaser at foreclosure.

ARTICLE XI
Community Association and Club

The owner of each building site to which these Covenants apply shall be eligible for one membership in the Community Association and Club, hereinbefore referred to in Article IV, and to participate in the operation of the same in accordance with such by-laws as may be adopted

by such Community Association and Club from time to time and upon payment of such maintenance charges or other fees as it may establish.

ARTICLE XII
Duration of Covenants

These Covenants are to run with the land and shall be binding upon the Corporations and all persons claiming under it until the 30th day of December, 1973, at 12:01 a.m., in any event; and continually thereafter unless and until by vote of a majority of the then owners of the building sites covered by these Covenants it is agreed to change said Covenants in whole or in part.

ARTICLE XIII
Right to Enforce Restrictions and Abatement of Violations

The Covenants herein contained shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Corporations and their successors in interest and title, or the owner of any land herein described, its or their legal representatives, heirs, successors and assigns, or by any service, maintenance, or lot owners' Association or Corporation. Failure to enforce any condition, restriction, covenant, or agreement herein contained, by any or all parties having such right of enforcement, shall in no event be deemed a waiver of the right of enforcement 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 for damages against aforesaid Corporations or successors in interest.

ARTICLE XIV
Remedy by Injunction

Inasmuch as the enforcement of the restrictions and covenants herein provided is deemed essential for the complete consummation of the general plan of improvement hereby contemplated, and for the protection of the Corporations and all future owners of land described herein, it is hereby declared that any violation of the restrictions and/or breach of the covenants and agreements herein created cannot be adequately compensated for by recovery of damages, and that the Corporations and their successors in interest and title and/or any future lot owners and/or any lot owners' Corporation or Association, 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.

ARTICLE XV
Separability

Invalidation of any one of these Covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.