

RECORDED September 10, 1962  
LIBER 3007  
FOLIO 41

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 6th day of September, 1962, 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 1 to 5 inclusive, Block A; Lots 1 to 8 inclusive, Block B; Lots 1 to 17 inclusive and 35 to 37 inclusive, Block C; Lots 6 to 11 inclusive, Block D; Lots 1 to 13 inclusive, Block E, 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 erected, developed, 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 or 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 by-laws 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**  
**Maintenance of Post Lamp**

In the event a post lamp is installed on any lot, owner shall maintain and light it from dusk to dawn and bear all costs incident thereto.

**ARTICLE IX**  
**Maintenance of Joint Driveways**

Lots designated 7 to 10 inclusive, Block C, and 4 to 13 inclusive, Block E, shall be conveyed by the Corporations subject to and together with joint driveways, as shown on the final survey, for common use by owners or residents of the abutting lots served by such joint driveways. Each and every such aforementioned lot theretofore conveyed by the Corporations shall be subject to an annual maintenance, including but not limited to snow removal, charge or assessment to be levied as to the aforesaid lots in Block C by a majority of the owners of said lots in Block C and as to the aforesaid lots in Block E by a majority of the owners of said lots in Block E (or if from time to time there be no such majority, by the owners of more than one-half of the total area of said lots in such Block C or Block E) on the first Monday in June, or as soon thereafter as may be, in each and every year hereafter, which assessment or charge shall not exceed, on any lot, one-half of one per cent of the total assessment at that time for county real property tax on the lot and improvements.

Annually on the first Monday in June such lot owners in Block C and such lot owners in Block E shall, by majority vote, elect Treasurers who shall collect such charges and assessments on the first Monday in July thereafter, at which time the said charges or assessments shall, without notice to the owner, be due and become a lien (and so continue until paid) upon each respective lot, and in default of the payment of such charges or assessments at the time specified, each such Treasurer, or his successor, may institute suits or prosecute proceedings in law or in equity as may be necessary to enforce said lien and the payment thereof, with interest at six (6) per cent per annum from such due date. Furthermore, in default of such payment, the owner of such lot shall pay all Court costs of any such suit to enforce said lien and an additional sum of \$100.00 as liquidated damages. Provided, however, that any such lien shall be subordinate and inferior to, in all respects, any bona fide mortgages or deeds of trust now or hereafter placed on any properties affected.

The Treasurers so elected, or their successors, shall collect and be responsible for all charges and assessments and shall disburse the same for the maintenance, including, but not limited to snow removal, of each said joint driveway, by contract with the Corporations or otherwise. Such lot owners in Block C and such lot owners in Block E may associate themselves by incorporation or such other legal form as they shall elect, and make such contracts, by-laws or other agreements as they may deem appropriate to effectuate the design and purposes of this Article IX. And in the event all lot owners abutting any of said joint driveways wish to modify

or terminate the purposes of this article, they may do so by instrument jointly executed and acknowledged by them and recorded among the Land Records for aforesaid County.

**ARTICLE X  
Resale of Property**

In the event owner proposes to sell his house he shall first offer it for exclusive sale for a period of 60 days to Bennett and Matthews Company, as agents, or assigns thereof; provided, however, this provision shall not apply to a mortgagee acquiring ownership of the property at foreclosure, and provided further owner may reserve the right to make a direct sale at any time.

**ARTICLE XI  
Community Association and Club**

In the event of the establishment of a Community Association and Club, hereinbefore referred to in Article IV, the owner of each building site to which these Covenants apply shall be eligible for one membership in such Community Association and Club 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 initiation 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 1972, 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.