

**AMENDMENT TO THE COVENANTS OF
COUNTRY PLACE CITIZENS ASSOCIATION, INC.**

THIS DECLARATION, Made this 17th day of June, 1974, by the COUNTRY PLACE CITIZENS ASSOCIATION, INC., ** (hereinafter called the "Association") a Maryland nonprofit corporation, as agent representing a majority of home owners in the Country Place* Community,

WITNESSETH:

WHEREAS, all owners of the lots described in ARTICLE I hereof (hereinafter called the "home owner(s)") are members of the Country Place Community and are eligible for membership in the Association, an association of the home owners; and

WHEREAS, a majority of the home owners desire to preserve the community identity, character, and amenities as originally established by the community developer and desire to protect the value and amenities of said lots and the improvements constructed or to be constructed thereon; and

WHEREAS, all the said lots were heretofore subjected to and bound by certain covenants, restrictions, easements, reservations, and charges as originally set down by the community developer and recorded among the land records of Montgomery County; and

WHEREAS a majority of the home owners have elected to continue to subject the said lots to certain covenants, restrictions, easements, reservations and charges (hereinafter called "Covenants,") as originally set down by the community developer and as changed herein;

NOW, THEREFORE, The Association, as agent for the majority or lot owners hereby declares that all the said lots described in ARTICLE I are, and shall be, held, conveyed, hypothecated and encumbered, sold, leased, rented, used, occupied, and improved subject to the Covenants hereinafter set forth:

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and which shall be, held and/or conveyed, transferred, and sold, subject to this Declaration of Covenants is located in the County of Montgomery, State of Maryland and is more particularly describes as:

*Country Place is the community name generally applied to the group of lots originally designated in Montgomery County records as Glen Oaks, Sections 1, 2 and 3.

**The By-Laws of the Association provide for the administration of these Covenants.

Lots 1 to 29, Block A; Lots 1 to 18, Block C; Lots 18 to 21, Block D; and Lots 1 to 8, 25, 26, and 41, Block B; as shown on Record Plats 1, 2 and 4, Glen Oaks, Potomac District, recorded in Plat Book 84, Plats 8708, 8709 and 8711, respectively. Also, Lots 9 to 24 and 27 to 40, Block B; Lots 19 to 30 and 44 to 45, Block C; and Lots 13 to 17, Block D; as shown on Record Plats 5 and 6, Glen Oaks Potomac District, as recorded in Plat Book 86, Plats 9057, 9118, respectively. And also lots 31 to 43, Block C; Lots 46 to 64, Block C; and Lots 1 to 12, Block D; as shown on Record Plats 7 and 8, Glen Oak, Potomac District, as recorded in Plat Book 88, Plats 9428 and 9429, respectively. Plats 1, 2 and 4 were recorded on September 28, 1967; Plat 5 was recorded on October 4, 1968; and Plat 6 on January 8, 1969; and Plat 7 and 8 were recorded on October 16, 1969.

Section 2. No property other than that described herein shall be subject to this Declaration, unless and until specifically made subject thereto.

ARTICLE II GENERAL PURPOSE OF THESE COVENANTS

Section 1. These Covenants are established for the purpose of protecting the traditional character and natural beauty of the Country Place community, and to assure that the use, maintenance, improvements and/or further development of property within the community be in the better interest of the community as whole. These Covenants exist as a community statement of the framework or set of bounds within which the subject home owners desire community development and changes to take place.

ARTICLE III GENERAL COVENANTS AND RESTRICTIONS

Section 1. The Association declares that certain Uses, Improvements, and/or Development on any of the lots are of common interest to the Country Place community and subjects such Uses, Improvements, and Developments to the Covenants described in this ARTICLE. The Association reserves the right to approve or disapprove such Uses, Improvements or Developments and to enforce those Covenants:

- A. No vehicle other than operative passenger automobiles shall be stored or parked in the open on any lot. There shall be no outside or open repair of automobiles, vehicles, or machinery visible to neighbors or from the street, except emergency or temporary repairs lasting not more than one (1) day. This prohibition applies to any commercial vehicle, truck, junk vehicle, school or other bus, motorcycle, boat, trailer, recreational vehicle or camper, but is not limited to these.
- B. No vehicle shall be parked upon the paved portion or shoulder of any public street in Country Place, except during bona tide temporary emergencies or for short-term social purposes.

- C. Except on days of collection, trash and garbage containers shall not be permitted to remain in public view.
- D. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- E. No clothing or any other household fabrics shall be hung in the open on any lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use.
- F. No sound, living tree having a diameter (5) inches or more (measured from a point two (2) feet above ground level) shall be removed from any lot without the express written authorization of the Association.
- G. No lot shall be subdivided in any manner, or sold, held, conveyed, hypothecated and encumbered, leased, rented, used, occupied or improved in any manner other than in the whole.
- H. Any lot shall be improved with only one (1) dwelling, which shall be for single-family occupancy and shall be used only for private residential purposes. Professional offices, businesses, or home industries must be submitted to the Association for approval for the particular occupant and for the particular use and manner of use described in such submission. No such profession, business or home industry shall be permitted, however, unless it is considered by the Association to be compatible with the residential character and quality of the Country Place community, and does not adversely affect the surrounding lots.
- I. No noxious, hazardous or offensive trade or activity shall be carried on upon any lot, or within any structure situated thereon, nor shall anything be done herein or thereon which may be or become an annoyance, hazard or nuisance to the neighborhood.
- J. There shall be no signs or advertising devices, except non-illuminated signs no larger than two (2) square feet in size, or smaller illuminated signs as approved by the Association for approved professional offices. However, temporary real estate signs not over six (6) square feet in size may be erected on property for sale or rent.
- K. Construction or alteration of exterior structures such as require a Montgomery County building permit, or which make major changes in existing site topography or site surface shall be submitted to and approved by the

Association. Such changes include major excavations, site grading changes, and alteration of existing setback standards.

- L. No home owner shall break ground or begin construction, alteration or modification to any structure or land in the community until the Association shall have approved the plans and specifications submitted by said home owner.
- M. Notwithstanding the other provisions hereof, transitional or temporary construction sheds, structures or trailers, and overhead electrical lines used during construction shall be permitted during active construction periods.
- N. No accumulation of litter, new or used building materials, bulk materials, equipment, or trash of any kind shall be permitted on any lot, except those materials being used for immediate construction or projects.
- O. Utility lines, drainage and irrigation pipes and the like shall be installed under ground.
- P. External television antennas are discouraged, but are permitted if they do not protrude more than six (6) feet above the roof line. Attic installation of television antennas is encouraged. Other antennas shall be submitted for Association review and approval.
- Q. Country Place home owners are encouraged to maintain their property through timely maintenance and repainting. The home owner shall be guided in his choice of exterior colors by the traditional character of the neighborhood. Exterior color schemes which depart significantly therefrom are to be submitted to the Association for review and approval.
- R. To preserve the open sightlines or front lawn, fencing or hedging of front yards will not be permitted; however, back and side yards may be fenced or hedged. Specifically, no fencing, walls, or partitioning hedges shall extend beyond the front building line of the house. (However, fencing along public paths or public walkways may extend to the street right-of-way line.) On corner lots, fencing, walls or partitioning hedges also shall not extend beyond the side building line nearest the intersecting street. With respect to design and materials, fencing shall be of wood, conforming in design to local tradition and character such as open white clapboard or natural rail, at least fifty percent (50%) of open construction, and not higher than four (4) feet. Light gauge open wire fencing, not to exceed the height of the fence, may be attached to the inside of wooden fences. The rougher or less finished side of the fencing, if any, shall face toward the home owner on whose lot the fence is erected, and he shall be responsible for maintaining both sides of the fence. Stockade and chain-link fencing are

specifically prohibited except where required by county ordinance. Fencing which meets the above qualification may proceed without an Association review. Non-permanent fencing that is less than (18) inches high is excluded from the provisions of this Section. Retaining wall necessitated by topographic features may be constructed, provided that they are faced with brick or natural stone. The Association shall review and rule on all retaining wall locations, design and materials.

- S. No swimming or wading pool larger than fifty (50) gallons or deeper than fifteen (15) inches may be maintained on any lot without the specific approval of the Association. Large above ground pools are prohibited.

Section 2. The Country Place Citizens Association, Inc., hereby reserves an easement for the erection and maintenance of a street sign, community sign, fence, wall, or other landscape feature on any corner lot with an area bounded by the fillet corner line and the connecting front and side lot lines. These include: Lots 2, 10, 16, 18 and 29, Block A; Lots 7, 8, 25, 26 and 41, Block B; Lots 1, 18, 20, 29 30, 46 and 64, Block C; and Lots 12, 13 and 18, Block D. Aesthetic maintenance of the area around the signs, etc., shall be the responsibility of the home owner, whereas any required aesthetic maintenance of the signs. etc., shall be the responsibility of the Association.

Section 3. The aesthetic maintenance of the lawn, trees or other landscaping within the center islands or cul-de-sacs shall be the joint and equal responsibility of all lot owners whose lots front totally or partially on the circumference of the right-of-way line around the circular turn-around of the cul-de-sac. On Doubletree Court, this includes Lots 3 - 9, Block A. On Hayfield Court, this includes Lots 21 - 26, Block A. On Ledgerrock Court, this includes Lots 14 - 20, Block B. On Edgepark Court, this includes Lots 31 - 38, Block B. On Tallwood Court, this includes Lots 23 - 27, Block C. On Weatherwood Court, this includes Lots 34 - 40, Block C. On Hunting Ridge Court, this includes Lots 51 - 57, Block C, and Lots 3 - 10, Block D. On Gregerscroft Road, this includes Lots 44 - 45, Block B, and Lots 20 and 21, Block D.

ARTICLE IV GENERAL

Section 1. The Association shall have the right to construe, interpret, and enforce the provisions of this Declaration.

Section 2. The Association may adopt reasonable rules and operating procedures to interpret and administer the provisions of this Declaration.

ARTICLE V ENFORCEMENT OF COVENANTS

Section 1. The Covenants herein contained shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Association and its successors in interest and title, or the home owner of any land herein described.

Section 2. Exceptions to these Covenants are not contemplated or intended, and shall be permitted only under special and extraordinary circumstance and then only after express request for waiver and written approval by the Association.

Section 3. No provision in these Covenants is intended to be, or shall be, construed as a condition subsequent or as creating a possibility of reverter.

ARTICLE VI DURATION

Section 1. The provisions contained in this Declaration shall run with and bind the property and shall be enforceable by the Association until the 31st day of December in the year 2003, and shall be automatically extended for five year periods thereafter, unless amended.

ARTICLE VII SEPARABILITY

Section 1. Invalidation of any one of these Covenants or any part thereof by judgments or court order shall not affect or invalidate any of the other provisions hereof, which shall remain in full force and effect.

CERTIFICATE OF ADOPTION OF COVENANTS

I, Daniel C. Smith, of Potomac, Maryland, President of the Country Place Citizens Association, Inc., a Maryland nonprofit organization, in accordance with a Resolution of the Board of Directors, hereby certify that on May 16, 1974, a majority of the owners of the lots identified in ARTICLE 1 of the above stated Covenants voted, in an election duly called and held for that purpose, to adopt the above stated Covenants, and I further certify that on June 17, 1974. at a duly convened annual meeting of the Country Place Citizens Association, Inc the members and Board of Directors of the Association approved the said vote conducted on May 16, 1974, and that, therefore, effective June 17. 1974, the above stated Covenants were lawfully adopted and became operative as stated therein.

Witness my hand and seal this 1st day of June, 1976.

Signed
Daniel C. Smith, President,
Country Place Citizens
Association, Inc.

ACKNOWLEDGMENT

I certify that on this 1st day of June, 1976 before me, Carol Sue Caggiano, Secretary of Country Place Citizens Association, Inc., personally appeared Daniel C. Smith, President of the Country Place Citizens Association, Inc. and on behalf of said Country Place Citizens Association, Inc. did acknowledge the foregoing instrument to be the act and deed of Country place Citizens Association, Inc.

Witness my hand and official seal this 1st day of June, 1976.

Signed
Carol Sue Caggiano, Secretary
Country Place Citizens
Association, Inc.

County of Montgomery)
State of Maryland) SS:

On this 1st day of June, 1976, before me, a Notary Public of the State of Maryland, personally appeared Carol Sue Caggiano who acknowledged herself to be the Secretary of the Country Place Citizens Association, Inc a Maryland corporation, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and acknowledged the foregoing instrument to be the act and deed of Country Place Citizens Association, Inc.

Signed and sealed
Notary Public
Ann Hyder

My Commission Expires: July 1, 1978