

1971

SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL

---

CLERK'S OFFICE  
MONTG. CO. MD.  
1971 JUL 23 PM 1203

AUG 30, 1971 [hand stamped]

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

WHEREAS, HOWARD SIMON and A. PHILIP BRODSKY, as joint tenants are owners of a certain tract of land located in Montgomery County, Maryland, and herein after described, and are desirous of subdividing said tract of land into lots, and creating certain parcels to be used for the common benefit of said lots, which said subdivision is or is to be a part of that subdivision known as Section 7, Sligo Park Hills;

AND WHEREAS, said owners are desirous of establishing certain covenants on said land to apply to said parcels and said lots and the owners thereof;

AND WHEREAS, Park Place Association, Inc., a Maryland non-profit association, has been incorporated pursuant to the statutes of Maryland relating to such corporations, said corporation being the Park Place Association, Inc., here and after referred to;

NOW, THEREFORE, the said Howard Simon and A. Phillip Brodsky (hereinafter sometimes referred to as Declarant), declare the herinafter set forth covenants, conditions and restrictions on that certain tract of land located in Montgomery County, Maryland, hereinafter described, and being that land conveyed by Park Place Corporation to Howard Simon and A. Phillip Brodsky, joint tenants, by deed dated December 17, 1963, and recorded in Liber 3451 at Folio 207 among the land records of Montgomery County, Maryland, and including that land acquired by decrees of abandonment in Equity No. 30156 and Equity No. 28417 both in the Circuit Court for Montgomery County, Maryland, and including in it a resubdivision of Parcel 3, Section 7, Sligo Park Hills as recorded in Plat Book 81, Plat 8279 among said Land Records, said plat being of the identical land included in Plat recorded at Plat Book 90 as Plat 9730, referred to in the description of Parcels 1 and 2 below, and said tract to which declaration applies being more particularly described as follows to wit:

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

Parcel one

All that area shown as "Parcel C" on plat of subdivision called "Section 7, Sligo Park Hills", recorded among the land records of Montgomery County, Maryland, on November 23, 1970, in Plat Book 90, as Plat 9730, said "Parcel C" containing 112,487 square feet or 2.5823 acres, and being all of the area included in said plat except for the lots created thereby, said lots constituting Parcel 2 described below.

Parcel 2

All those lots created by said plat of subdivision called "Section 7, Sligo Park Hills", recorded among the Land Records of Montgomery County, Maryland, on November 23, 1970, in plat book 90, as plat 9730, said lots being Lots 1 through 53, inclusive.

The herein above described property shall be subject to the following covenants, conditions and restrictions which shall run with the land and all the above described properties shall be held, sold and conveyed subject to said covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the real property and shall be binding upon all parties having any right, title or interest in the said properties or any part thereof, and upon their heirs, distributees, executors, administrators, successors and assigns, and shall inure to the benefit of each owner of any interest in said properties.

Said Parcel 1 described above shall be used solely for the common benefit of the lots described in Parcel 2 and the owners thereof, for the purpose of common recreational area, walkways, roadways, off-street parking, green space, landscaping and such other purposes and uses not inconsistent therewith as shall be determined by the Park Place Association, Inc., and all being in accordance with and subject to the provisions of this Declaration. Walkways may be used by children from outside the properties for school access but with the consent of Montgomery County, the association may terminate said walkway use. Said Parcel 1 will be conveyed by said Howard Simon and a. Phillip Brodsky to said Park Place Association, Inc., to be held by it for such purposes and uses and in accordance with this declaration. Park Place Associates Limited Partnership reserves the right to go upon Parcel 1 for the purpose of constructing or placing thereon such structures and other improvements and doing such work as in the opinion of said Howard Simon and A. Philip Brodsky is necessary or desirable to effectuate the use of said Parcel 1 for the aforesaid purposes, and said reservation of entry shall continue until said Howard Simon and A. Phillip Brodsky shall notify Park Place Association, Inc. that it has completed said work.

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

## ARTICLE 1

## DEFINITIONS

Section 1. “Association” shall mean and refer to said Park Place Association, Inc., its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is included in said Parcel 2 including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to those real properties described and said Parcels 1 and 2 and such additions thereto as may hereafter be brought within the jurisdiction of the Association and to which this Declaration shall be extended.

Section 4. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners. Said Parcel 1 is the common area to be conveyed to the Association as aforesaid, said conveyance to be prior to the conveyance by the Declarant of the first lot to any third party.

Section 5. “Lot” shall refer to any plot of land shown upon any recorded subdivision plat of the properties with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to said Howard Simon and A. Philip Brodsky, and their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE 2

## PROPERTY RIGHTS

Section 1. Owners, Easements or Enjoyment. Every owner shall have a right and easement in and two the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Caps;

DISCLAIMER: This copy of the Three Oaks Association, Inc., Covenants was developed using speech to text software for the convenience of owners. It was not formally verified to the actual document. Do not use this version as the legal document.

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

(b) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon;

(c) The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner during any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such a dedication or transfer has been recorded. No such dedication or transfer shall be made until the Maryland-National Capital Park and Planning Commission (or its successor) or Montgomery County, Maryland, has approved the dedication or transfer.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE 3

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all caps owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as such multiple owners of a lot among themselves determine. In no event shall more than one vote be cast with respect to any lot; and, in the event that multiple owners of any lot have not designated in writing to the Association which one of them shall be entitled to cast the vote, the person who is first named on the deed to them of such lots shall be deemed to have the right to cast the vote.

DISCLAIMER: This copy of the Three Oaks Association, Inc., Covenants was developed using speech to text software for the convenience of owners. It was not formally verified to the actual document. Do not use this version as the legal document.

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

Members entitled to vote may by written proxy filed with the Association designate any other person to cast their vote.

Class B. The Class B membership shall be the Declarant and shall be entitled to three votes for each lot owned. The votes of the Class B member shall be cast by such person as the Declarant shall in writing designate. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) On July 1st, 1973

#### ARTICLE 4

##### COVENANT FOR MAINTENANCE ASSESSMENTS

###### Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each lot owned by Declarant within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the owner of such property at the time when the assessment fell due, and in the case of multiple owners shall be the joint and several obligation of such multiple owners. The personal obligation for delinquent assessments shall not pass to the successors in title of the owner or owners unless expressly assumed by such successors in title. The annual and special assessment, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and improvements and shall be a continuing lien upon the property against which such assessment is made, provided, however, that such lien shall not come into being against any lot until Notice of the Lien has been recorded among the Land Records of Montgomery County, Maryland, by the Association. It shall be the duty of the Association to cause to be executed a release of such lien as to which notice has been filed among the Land Records as aforesaid upon demand of any owner when the assessment creating a lien, together with interest, costs, and the reasonable attorney's fees relating thereto have been paid. A reasonable charge may be made for such execution.

DISCLAIMER: This copy of the Three Oaks Association, Inc., Covenants was developed using speech to text software for the convenience of owners. It was not formally verified to the actual document. Do not use this version as the legal document.

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

Section 2. The Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and the operation of any facilities thereon, and for necessary taxes, services and facilities related to the same or the enjoyment and use of the same, and the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lock to an owner, the maximum annual assessment shall be \$ 144.00

(a) from and after January 1 of the year immediately following the conveyance of the first lot of an owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) from and after January 1 of the year immediately following the conveyance of the first lock to an owner. The maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board Of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the annual assessment at an amount sufficient to provide adequately for the purposes set forth in Section 2 of this Article.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the cap association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 And 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the

DISCLAIMER: This copy of the Three Oaks Association, Inc., Covenants was developed using speech to text software for the convenience of owners. It was not formally verified to the actual document. Do not use this version as the legal document.

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty per cent (60%) of all the votes of each class of memberships shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Rate of Commencement OF Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven percent (7%) per annum. The Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages or Deeds of Trust. The lean of the assessments provided for herein shall be subordinate to the lean of any mortgage or deed of trust securing an obligation recorded prior to the date of recording of the Notice of Lien by the Association. Sale or transfer of any lot shall not affect the assessment lien. However, sale or transfer of any lot pursuant to foreclosure of a mortgage or deed of trust securing an obligation or any proceeding in lieu thereof shall extinguish all liens arising from Notices of Lien recorded, as

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

provided for above, subsequent to the date of recording of such mortgage or deed of trust, but no such sale or transfer shall relieve such lot from liability from any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therefore therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have fully been complied with. Provided, however, that such approval is not necessary for buildings and other structures erected by Declarant under building permits issued prior to the recording of this Declaration of Covenants, Conditions and Restrictions or which are substantially identical to any other buildings and structures which shall have already been erected on the properties by Declarant. The placing of TV antenna above the roof line is prohibited, and anything to the contrary herein notwithstanding, neither the Board of Directors of the Association nor the Architectural Control Committee or any other person shall have the power to permit TV antennas to be erected above the roof line.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The association, or any owner, or the Maryland-National Capital Park and Planning Commission (or its successor) or Montgomery County shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration and amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. No amendment shall be made until the Maryland-National Capital Park and Planning Commission (or its successor) or Montgomery County, Maryland, has approved the amendment. Any amendment must be recorded.

Section 4. Annexation. Additional residential properties and common areas may be annexed and made subject to this Declaration, and owners of lots in such annexed areas shall be Class A members in accordance with the above stated provisions relating to Class A membership. Such annexation shall have the assent of two-thirds (2/3) of the votes entitled to be cast for the entire Class A membership and of the Class B membership if any Class B membership there be at any such time, provided that the Federal Housing Administration or Veterans Administration determines that the annexation is in accordance with the general plan theretofore approved by them, and the Maryland-National Capital Park and Planning Commission (or any agency successor to it) determines that the annexation is in accordance with the approvals given for the development under the town house zone provisions of the applicable zoning and subdivision regulations. In the case of any annexation the Declarant shall be entitled to Class B membership as to the lots owned by Declarant in the annexation area in accordance with and subject to the above stated provisions relating to Class B membership. An instrument shall be recorded among the Land Records of Montgomery County, Maryland, in the case of any annexation to make the annexed area subject to this Declaration.

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

Section 5. FHA/VA approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common areas, and amendment of the Declaration of Covenants, Conditions and Restrictions.

#### ARTICLE VII

#### RIGHTS OF PUBLIC AGENCIES TO MAINTAIN

The Park Place Association, Inc. shall maintain in good condition, and keep in good repair all improvements thereon. Upon failure, refusal or neglect of Park Place Association, Inc. to perform such maintenance and repair, the Maryland-National Capital Park and Planning Commission or Montgomery County, Maryland, may notify Park Place Association, Inc. In writing, of the unsatisfactory conditions of such maintenance and repair and may direct correction thereof. Said public agencies in determining whether such maintenance and repairs are being performed, and whether such conditions are satisfactory, shall consider the purpose and the use of said common areas and improvements thereon and the type, amount or method of maintenance and repair suitable for each purpose and use. If Park Place Association, Inc. fails to comply with such directive, the said agencies, or either of them, may cause such maintenance or repairs as are necessary to comply with the directive. In such case the cost thereof shall be a debt owed to the agency involved, by Park Place Association, Inc., and by the members thereof pro rata, and collectible as are other debts, provided however that the said agency may in addition record notice of said debt among the Land Records at Montgomery County, Maryland, stating the pro rata amount of the said debt owed by the respective members and the lot or lots included in parcel 2 owned by each such member, and upon such recording the debt shall become a lien in the amounts so set forth against the properties identified in said recorded notice. Said lien shall be subordinate to the lean of a mortgage or deed of trust recorded prior to the said recording of the debt by said public agency. Nothing in this section shall be deemed to require said public agencies or either of them to issue any directives as aforesaid, or to cause any maintenance or repairs, or to enforce said debt created thereby as aforesaid, or to collect the same in any particular manner or at all; it being the intention that said public agencies shall be vested with full and final discretion in relation thereto.

#### ARTICLE VIII

DISCLAIMER: This copy of the Three Oaks Association, Inc., Covenants was developed using speech to text software for the convenience of owners. It was not formally verified to the actual document. Do not use this version as the legal document.

1971

*SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL*

---

## PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Article the general rules of law of Maryland regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The owners of each lot shall have the right to use and enjoy the party wall with the owners of the adjacent lot.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such owners successors in title.

IN WITNESS THEREOF, the said Howard Simon and A. Philip Brodsky have signed these presents this 19th day of July, 1971; and William L. King, Trustee, George M. Brady, Jr., Trustee, and John W. Steele III, Trustee, trustees named in that certain Deed of Trust recorded among said Land Records at Liber 3605, Folio 122, join in and execute these presents for the purpose of consenting to the foregoing declaration of Covenants Conditions and Restrictions.

1971

SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL

Witness	
<u>Bonnie Lou Berry</u> Bonnie Lou Berry	<u>Howard Simon</u> (SEAL) Howard Simon
<u>Bonnie Lou Berry</u>	<u>A. Philip Brodsky</u> (SEAL) A. Philip Brodsky
<u>Bonnie Lou Berry</u>	<u>Howard Simon</u> (SEAL) Howard Simon, Trustee
<u>Bonnie Lou Berry</u>	<u>A. Philip Brodsky</u> (SEAL) A. Philip Brodsky, Trustee
<u>Robert B. Barnsdollar</u> Robert B. Barnsdollar	<u>William L. King</u> (SEAL) William L. King, Trustee
<u>Robert B. Barnsdollar</u>	<u>George M. Brady, Jr.</u> (SEAL) George M. Brady, Jr., Trustee
<u>Shirlee J. Wingate</u> Shirlee J. Wingate	<u>John W. Steele III</u> (SEAL) John W. Steele III, Trustee

LIBER 4099 FOLIO 072


JUL 19

- 15 -

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) SS:

On this 19th day of July, 1971, before the undersigned officer personally appeared Howard Simon and A. Philip Brodsky, who acknowledged themselves to be the Declarants named in the foregoing and that they executed the foregoing declaration of Covenants, Conditions and Restrictions for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Howard M. [Signature]  


STATE OF MARYLAND )

1971

SEE FOOTNOTE: NOT A LEGAL COPY OF THE ORIGINAL

STATE OF MARYLAND )  
 ) SS:  
 COUNTY OF MONTGOMERY )

On this 18<sup>th</sup> day of July, 1971, before the undersigned officer personally appeared Edward Simon and L. Philip Brodsky and acknowledged themselves to be the Trustees under the trust agreement recorded among the Land Records of Montgomery County, Maryland, at Liber , Folio , and that they as such executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purpose of assenting thereto.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Howard H. [Signature]  
 Notary Public

STATE OF MARYLAND )  
 ) SS:  
 COUNTY OF MONTGOMERY )

On this 16 day of July, 1971, before the undersigned officer, personally appeared William L. King, George W. Brady, Jr., and John A. Steele III, who acknowledged that they are the Trustees named in that certain Deed of Trust recorded among the Land Records of Montgomery County, Maryland at Liber 3605 , Folio 122 , and that they executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purpose of assenting thereto.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]  
 Notary Public