

SECTION III

**DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS
FOR LOTS IN MONTPELIER**

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Montpelier Community Association, Inc.
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PREAMBLE

THIS Declaration, made on this first day of January, 1998 by the Montpelier Community Association, Inc., incorporated in the State of Maryland, hereinafter referred to as Association.

WHEREAS, the members of the Association are Owners of Lots in Prince George's County, Maryland, as shown on the Subdivision Plats of Montpelier, duly recorded among the plat records of Prince George's County, Maryland, for Sections 1 through 11 and described in Exhibit A to this Declaration; and

WHEREAS, the Montpelier Subdivision is a planned residential community; and

WHEREAS, perpetual easements for installation, construction, reconstruction, maintenance, repair of sewer, water, and drainage facilities are reserved as shown on the aforesaid subdivision plat;

NOW THEREFORE, the following covenants, restrictions and easements shall run with the land and each Lot shown on the aforesaid subdivision plats for a period of 10 years from the date hereof, and shall be automatically extended for successive periods of 10 years each unless this Declaration is amended in whole or in part by the affirmative vote of two-thirds (2/3) of the members voting in person or by other signed instrument, one vote per Lot, at a meeting of the Association as provided for in the Bylaws.

ARTICLE I: DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings:

- a. "Association" shall mean and refer to the Montpelier Community Association, Inc.
- b. "Board of Trustees" shall mean that group of elected members to whom some or all of the powers of the Association have been delegated under this Declaration or the Bylaws.
- c. "Bylaws" shall mean and refer to the Bylaws of the Association.
- d. "Camping Trailers" shall mean a vehicle originally sold to the consumer for recreational, travel, or vacation purposes, which is self-propelled or capable of being towed, and which provides facilities for temporary camping or sleeping. "Camping Trailer" includes a unit designated to be carried by an open pickup truck. The term "Camping Trailer" also includes travel trailer, camper, recreational vehicle, motor home, truck camper, and similar vehicles.
- e. "Commercial Vehicle" shall mean any motor vehicle, except "Camping Trailers" or "Passenger Vehicles" (but including school buses), used for carrying freight, merchandise, passengers, or property in furtherance of a commercial enterprise; or any motor vehicle advertising a commercial enterprise with lettering exceeding four (4) inches in height.
- f. "Committee" shall mean and refer to a committee of the Association.
- g. "Declaration" shall mean and refer to the declarations of covenants, restrictions, easements, amendments and supplements thereto applicable to the Lots and Common Areas.
- h. "Developer" shall mean and refer to Levitt and Sons, Inc.
- i. "Lot" shall mean and refer to any plot of land specified in the Declaration that is subdivided for residential use on which a dwelling is located.
- j. "Original" shall mean and refer to that which was initially provided or specified by the Developer.
- k. "Owner/Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- l. "Passenger Vehicle" shall mean and refer to a motor vehicle licensed by the State of Maryland as a Class A or Class D motor vehicle, a panel van under three hundred (300) cubic foot capacity, or a pickup truck with a capacity of three-quarters (3/4) of a ton or less, which has no lettering on the vehicle exceeding four (4) inches in height which advertises a commercial enterprise.
- m. "Rear Yard" shall mean and refer to that area of the Lot which begins from the rear of the dwelling. It is more accurately described in Exhibit B for interior and corner Lots and designated in drawings contained in said Exhibit as "Permitted Areas".
- n. "Secretary" shall mean and refer to the secretary of the Association.

ARTICLE II: STRUCTURES

Section 1. Prior Approval.

No detached structures (to include fences) shall be erected, placed or permitted to remain on any Lot without prior approval from the Board of Trustees or its designated Committee. Such approval shall be obtained in accordance with the procedure stated in the Bylaws. Proceeding without prior approval shall constitute a covenant violation subject to enforcement.

Section 2. Dwellings.

No dwelling shall be erected, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling, not exceeding two (2) stories in height and a private attached garage or carport for not more than three (3) Passenger Vehicles. The architectural appearance from the front view of the Original models (Eton, Framingham, Gramercy or Jamestown) shall be retained.

Section 3. Garages/Carports.

No detached garage or carport shall be erected on any Lot.

Section 4. Cost and Size of Dwellings.

No dwelling shall be erected or replaced on any Lot the value of which is less than the current average market value of dwellings in the Montpelier Subdivision. The quality of workmanship and materials used shall be substantially the same as or better than those of the Original dwellings. The ground floor area of the main structure, exclusive of one-story open porches, garages and carports, shall be not less than twelve hundred (1,200) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

Section 5. Sheds.

No detached shed shall be erected or permitted to remain on any Lot other than one (1) building not exceeding an area of one hundred twenty (120) square feet or a height of ten (10) feet located in the Rear Yard only.

Section 6. Swimming Pools.

No swimming pool shall be constructed on any Lot other than an in-ground swimming pool located in the Rear Yard.

Section 7. Antennas/Satellite Dishes.

No antenna support structure shall extend beyond the front line of the dwelling nor shall radio, television or similar antenna support structure project more than ten (10) feet above the roof peak of the dwelling. No satellite dish shall be placed or erected on any Lot that would be visible from the front yard. Any satellite dish exceeding two (2) feet in diameter must be ground mounted and not exceed eleven (11) feet in height.

Section 8. Fences.

No fabricated fence shall be erected anywhere on the Lot except in the Rear Yard, nor made of material other than wood or chain link and higher than four (4) feet. However, special exception to location and/or height may be granted by the Board of Trustees or its designated Committee in cases of swimming pools, creeks, and public roads or developments abutting the Lot or in other special situations where safety, security, protection, and privacy are clearly involved. No shrub or other growing fences shall be permitted to grow to a height exceeding four (4) feet.

ARTICLE III: EXTERIOR ALTERATIONS AND ADDITIONS

Section 1. Prior Approval.

No new construction, addition to or alteration of the dwelling shall be made without prior approval from the Board of Trustees or its designated Committee. Such approval shall be obtained in accordance with the procedure stated in the Bylaws. Proceeding without prior approval shall constitute a covenant violation subject to enforcement.

Section 2. Dwellings.

No dwelling or structure of any kind shall be altered, or any addition made thereto unless such alteration or addition conforms to the architecture and exterior design of the Original dwelling, is attached to and does not project beyond the front of the original dwelling and is not higher than the original dwelling. Furthermore, reconstruction or replacement of the original dwelling shall not result in a new or different home model (e.g., a Framingham model shall not be replaced with a Gramercy model or some other design). The exterior material and color used shall blend harmoniously with the neighboring dwellings.

Section 3. Garages/Carports.

No garage or carport shall be altered or any addition made thereto to accommodate more than three (3) passenger vehicles, or to be higher than the roof peak of the original garage.

Section 4. Driveways.

No driveway shall be altered to extend in length beyond the rear of the garage or carport, nor made to be wider than twenty-five (25) feet. Furthermore, alteration or reconstruction of the driveway shall follow the original path of the driveway and be of a hard surface material and not result in a dirt, grass, or gravel surface.

ARTICLE IV: USES

Section 1. Lots.

No Lot shall be used except for residential purposes.

Section 2. Dwellings.

No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one (1) family.

Section 3. Business/Professional Services.

No advertised business or trade of any kind (except occasional garage sales), that promotes, causes or creates traffic to the premises shall be permitted, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. No registered Family Day Care Home operation as defined by the Maryland Homeowners Association Act, Section 11b.111.1, Title 5, Subtitle 5 of the Family Law Article or day care facility of any kind shall be permitted unless operated by the resident of the dwelling and does not accommodate more than six (6) children. Family Day Care Home operators must comply with the registration requirements as outlined in the Bylaws.

Section 4. Signs.

No permanent signs of any kind shall be displayed on any Lot, except a family or learned professional nameplate, a name and address plate, or an address plate. House numbers shall be prominently displayed on each Lot.

Section 5. Parking/Storing of Vehicles and Boats.

No Passenger Vehicles, Camping Trailers or boats shall be parked on any Lot except in the driveway, garage or carport. No Commercial Vehicles shall be parked on any Lot except those used for daily commuting or temporary servicing of the premises. No Passenger Vehicles, Camping Trailers or Commercial Vehicles shall be stored on any Lot except in the garage or carport. No boats shall be stored on any Lot except a canoe or small row boat when not visible from the street.

Section 6. Laundry Lines.

No laundry poles and lines outside of the dwelling shall be permitted except that one portable laundry dryer, not more than seven (7) feet high may be used in the Rear Yard of each dwelling on days other than Sundays and legal holidays. Such dryer shall be removed from the outside when not in actual use.

Section 7. Animals.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any dwelling or on any Lot, except that not more than a total of six (6) dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 8. Drilling/Mining.

No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

ARTICLE V: MAINTENANCE

Section 1. Structures.

No visible structure (dwelling, shed, fence, etc.) on any Lot shall remain in a state of disrepair (e.g., broken sidings, windows, doors, boards, shutters, gutters, roofs, or flaking paint, etc.).

Section 2. Lawns.

No lawn or yard visible from the street or from a neighbor's Lot shall remain untended (e.g., uncut grass or weeds, fallen trees or debris, unpruned shrubs, bare or eroded land).

Section 3. Driveways.

No driveway or sidewalk shall remain in a state of disrepair (e.g., potholes, loose or crumbling chunks of concrete or asphalt).

ARTICLE VI: MISCELLANEOUS

Section 1. Garbage/Rubbish.

No garbage or rubbish shall be dumped or allowed to remain on any Lot. If contained in a suitable receptacle, it may be placed outside the dwelling for collection in accordance with the regulations of the collecting agency.

Section 2. Sewage Disposal.

No cesspool, septic tank or other individual or privately-owned sewage disposal system shall be installed or permitted on any Lot.

Section 3. Water.

No water well or other individual or privately-owned water supply system shall SUPPLY be installed or permitted on any Lot..

ARTICLE VII: EASEMENTS

Section 1. Easements.

Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, and drainage facilities for the benefit of the adjoining land owners and/or the company, authority, commission, municipality or other agency ultimately operating such facilities, are reserved as shown on the aforesaid subdivision plat. No building, fences or structures shall be erected nor

any paving laid within the easement areas occupied by such facilities. No trees or shrubs shall be planted in the easement areas and no excavation or filling shall be done in the easement areas without the written consent of the company, authority, commission, municipality or other agency supplying sewer, water and/or drainage facilities for the Montpelier Subdivision.

These entities, as specified above, shall at all times have the right of ingress and egress over said easements and a right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any sewer, water and/or drainage facilities within said easement and right-of-way areas, along the lines designated for such purpose on said subdivision plat and shall also have right-of-way in general in and over each Lot for access to such easement areas and the sewer, water and/or drainage facilities located therein and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities. The Association, its successors and assigns, and any party for whose benefit the within stated provisions concerning sewer, water and drainage easements are made, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said easement areas of timber, trees or shrubs, or any building fence, structure or paving erected on or laid within the easement areas, and no charge, claim or demand may be made against such parties for any or all activities in the exercise of their rights herein granted. The provisions of this Declaration concerning violations, enforcement and severability are hereby made a part of these provisions for perpetual sewer, water and drainage easements; and notwithstanding any change which may be made with respect to any other provision of this Declaration, the aforesaid provisions incorporated in these provisions shall be perpetual and run with and bind the land forever.

Perpetual easements and rights-of-way are also reserved in general in and over each Lot for the installation, construction, reconstruction, maintenance, repair, operation and inspection of electric, gas and telephone facilities and for reading any meters appurtenant thereto.

ARTICLE VIII: EXCEPTIONS

Section 1. Pre-existing Violations.

An Owner may request a special exception for sheds and/or fences that are in existence on the effective date of this Declaration and which constitute violations under this Declaration. The Board of Trustees shall have the right to grant or refuse such request at its sole discretion. To identify such violations and allow for their exception, the Owners of fences and/or sheds in violation of their respective covenants shall inform the Board of Trustees in writing of the existence of such violations on their Lots within ninety (90) days from the date of adoption of this Declaration. No replacement shall be allowed unless such replacement conforms to this Declaration.

Section 2.

Exterior alterations and additions to the dwelling that are in existence on the effective date of this Declaration and which constitute a violation under this Declaration shall be exceptions and allowed to remain.

ARTICLE IX: VIOLATIONS

Section 1. Violations.

Violation of any covenant or restriction may be remedied by the Board of Trustees after notice and an opportunity to be heard pursuant to the Bylaws and the expense thereof shall be chargeable to the then

Owner of the Lot and be payable forthwith upon demand. The foregoing shall be alternative or in addition to the enforcement provisions of Article X.

ARTICLE X: ENFORCEMENT

Section 1. Enforcement.

Enforcement of these covenants and restrictions shall be by proceeding at law or in equity in accordance with procedures established by the Bylaws as administered by the Board of Trustees of the Association, or by the Owner of any Lot, against any person or persons or entity violating or attempting to violate any covenant or restriction: to restrain a violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XI: SEVERABILITY

Section 1. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of other provisions, which shall remain in full force and effect.

ARTICLE XII: AMENDMENTS

Section 1. Amendments.

Amendments to this Declaration may be proposed by the Board of Trustees or by petition signed by one-third (1/3) of the total votes of the members, one vote per Lot, which petition shall be delivered to the Secretary. The full text of any proposed amendment shall accompany the notice of any annual or special meeting of the Association at which such proposed amendment will be considered and/or voted upon.

Section 2.

An amendment of this Declaration shall not be effective until it is recorded among the Land Records of Prince George's County, Maryland, and until a copy is filed in the Maryland Homeowners Association Depository maintained by the Clerk of the Court in Prince George's County, Maryland.

IN WITNESS WHEREOF, MONTPELIER COMMUNITY ASSOCIATION, INC. has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized the day and year first above written.

ATTEST: SEAL

(name here) Secretary

MONTPELIER COMMUNITY ASSOCIATION, INC.

By: _____
(name here) (title)