

OMCA HOMEOWNER'S MANUAL

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Revised and reprinted August 2006

**ARTICLES OF INCORPORATION**

OF

OLNEY MILL COMMUNITY ASSOCIATION, INC.

(A nonstock Maryland Corporation)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a nonstock corporation under the laws of the State of Maryland, and to that end do hereby adopt Articles of Incorporation as follows:

ARTICLE I: The incorporators, W. CARROLL BEATTY, 7000 Forest Hill Drive, Hyattsville, Maryland; DAVID A. McNAMEE, 4316 Hamilton Street, Hyattsville, Maryland; and CLARENCE L. FOSSETT, JR., 9321 Limestone Place, College Park, Maryland, are at least twenty-one (21) years of age and do associate as incorporators with the intention of forming a corporation.

ARTICLE II: The name of the corporation is:

OLNEY MILL COMMUNITY ASSOCIATION, INC.

ARTICLE III: The nature of the business and the objects and purposes to be transacted, promoted and carried on are to do any or all of the things herein mentioned as fully and to the same extent as natural persons might or could do, and in any part of the world, viz.:

To promote the recreation, health, safety and welfare of its members and the residents of the Olney Mill Subdivision of Montgomery County, Maryland; and to improve and maintain the property owned and/or leased from time to time by the Association, including but not limited to, the maintenance and improvement of parks, playgrounds and any and all other facilities located or established from time to time thereon; and to promote, improve and maintain the beautification of the Olney Mill Subdivision, including, but not limited to, the entrances to the subdivision and the areas from time to time used in common by the residents of the said subdivision.

To purchase, take, own, hold, deal in, mortgage or otherwise lien and to lease, sell, exchange, convey, transfer or in any manner whatever acquire or dispose of real property, within or without the State of Maryland.

To purchase or otherwise acquire and to hold, own, mortgage or otherwise lien, pledge, lease, sell, assign, exchange, transfer or in any manner dispose of, and to invest, deal and trade in and with goods, wares, merchandise and personal property of any and every class and description, within or without the State of Maryland.

To enter into, make and perform contracts of every kind for any lawful purpose with any person, firm, association or corporation, town, city, county, body politic, state, territory, government or colony or dependency thereof.

To borrow money for any of the purposes of the corporation and to draw, make, accept, endorse, discount, execute, issue, sell, pledge or otherwise dispose of promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable, transferable or non-transferable instruments and evidences of indebtedness and to secure the payment thereof and the interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation at the time owned or thereafter acquired.

To have one or more offices and to conduct any or all of its operations and business and to promote its objects, within or without the State of Maryland, without restriction as to place or amount.

To do any or all of the things herein set forth as principal, agent contractor, trustee or otherwise, alone or in company with others.

The object and purposes specified herein shall be regarded as independent objects and purposes and, except where otherwise expressed, shall be in no way limited nor restricted by reference to or inference from the terms of any other clause or paragraph of this certificate of incorporation.

The foregoing shall be construed both as objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on this corporation by the laws of the State of Maryland.

ARTICLE IV: The post office address of the principal office of the corporation in the State of Maryland is 4316 Hamilton Street, Hyattsville, Prince George's County, Maryland 20781. The name and post office address of the Resident Agent of the corporation in the State of Maryland is W. CARROLL BEATTY, 4316 Hamilton Street, Hyattsville, Prince George's County, Maryland 20781, and said Resident Agent is an individual actually residing in this State.

ARTICLE V: This corporation is not authorized to issue capital stock nor to declare dividends and no other pecuniary profits shall be declared or paid to the members thereof.

ARTICLE VI: The number of directors of the corporation shall be five (5), which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than three (3). Said directors shall be denominated as the Board of Directors and the names of the persons who shall act as the Board of Directors of the corporation until the first annual meeting are: ALBERT W. TURNER, HERNDON G. KILBY, WARREN PEARCE, CLINTON W. SCAGGS, JR., and JOSEPH V. VACCHIO.

ARTICLE VII: This corporation is to have perpetual existence.

ARTICLE VIII: The private property of the members shall not be subject to the payment of corporate debts to any extent whatsoever.

ARTICLE IX: In furtherance, and not in limitation of the powers conferred by the laws of the State of Maryland, the Board of Directors is expressly authorized:

To make, alter, amend and repeal the By-Laws;

To set apart out of any of the funds of the corporation available a reserve or reserves for any proper purpose and to alter or abolish any such reserve; to authorize and cause to be executed mortgages and liens upon the property and franchises of this corporation;

From time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the books and accounts of this corporation shall be open to the inspection of the members and no member shall have any right to inspect any account, checkbook or document of the corporation except as conferred by law or authorized by resolution of the Board of Directors or of the membership.

ARTICLE X: The Board of Directors and the membership shall have the power to hold their meetings, to have an office or offices, and to keep the books of the corporation inside or outside of the State of Maryland at such places as may from time to time be designated by the By-Laws or by resolution of the Board of Directors.

ARTICLE XI: This corporation reserves the right to amend, alter, discharge or repeal any provision contained in these Articles in the manner now or hereafter prescribed by law and all rights conferred on the Board of Directors or the general officers of the corporation as created under appropriate provisions of the By-Laws are granted subject to this reservation.

IN WITNESS WHEREOF we, the herein named incorporators, have signed these Articles of Incorporation on the third day of April 1969.

WITNESS:

(signed)  
NANCY E. MAHAN

(signed)  
W. CARROLL BEATTY

(signed)

(signed)  
DAVID A. McNAMEE

(signed)

(signed)  
CLARENCE L. FOSSETT, JR.

STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S

I HEREBY CERTIFY that on this third day of April 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Prince George's, personally appeared in said State and County W. CARROLL BEATTY, DAVID A. McNAMEE and CLARENCE L. FOSSETT, JR., and severally acknowledged the foregoing Articles of Incorporation to be their act.

WITNESS my hand and Notarial Seal this third day of April, 1969.

(signed)  
NANCY E. MAHAN  
Notary Public, Maryland

My Commission Expires:

July 1, 1969

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this nineteenth day of June 1969, by SUBURBAN HOMES, INC., a Maryland corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the Olney Mill Subdivision of Montgomery County in the State of Maryland, which is more particularly described as: (Description of properties in Olney Mill as recorded among the land records of Montgomery County, Maryland.)

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Olney Mill Community Association, Inc., a Maryland corporation, its successors and assigns, which shall maintain a Board of Directors of the corporation of seven (7) in number which number may be increased or decreased pursuant to the By-Laws of the corporation, but shall never be less than five (5).

Section 2. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be subjected to this Declaration, or any amendment or supplemental Declaration, but shall not include any "Common Area" leased by the Association pursuant to this Declaration, or any amendment or supplemental Declaration.

Section 3. "Common Area" shall mean all real property now or hereafter owned and/ or leased from time to time by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot or parcel of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Dwelling Unit" shall mean a building or portion thereof originally arranged or designed to provide living facilities for only one family.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to SUBURBAN HOMES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. It is contemplated that Declarant will develop and/or acquire additional lands that will become part of the Olney Mill Subdivision, Montgomery County, Maryland, all or part of which Declarant may wish to subject to the protective covenants, conditions, restrictions, reservations, liens and charges herein set forth. For a period of ten years from the date of the incorporation of this Association, the Declarant shall be permitted, without the assent of Class A members being required, to from time to time annex to said Properties so much of any additional lands that become part of the Olney Mill Subdivision and so much of any additional lands within the general area of the Olney Mill Subdivision acquired and/or developed by Declarant as Declarant shall wish to have so annexed. Declarant shall be further permitted without the assent of Class A members being required, to amend this Declaration to include herein and to subject to the terms hereof all lands annexed in accordance with this Section 1.

Section 2. Annexation of all other additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

## ARTICLE III

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration of Covenants and any amendments hereto, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all those Owners as defined in ARTICLE III with the exception of Declarant, until such time as Declarant's membership is converted as hereinafter provided. Class A members shall be entitled to the following number of votes:

(i) One vote for each lot, unimproved or improved, in which said member holds the interest required for membership by ARTICLE III; provided, however, that, where more than one person holds such interest in any one Lot, all such persons shall be members, the vote for such Lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any Lot pursuant to this subparagraph (i).

(ii) One additional vote for each completed dwelling unit after the first completed dwelling unit located on each lot in which said member holds the interest required for membership by ARTICLE III; provided, however, that where more than one person holds such interest in any one Lot, all such persons shall be members, the votes herein allotted to be exercised as they themselves determine, but in no event shall more than one additional vote be cast for each completed dwelling unit after the first dwelling unit located on any one Lot.

CLASS B - The Class B member shall be the Declarant. The Class B member shall be entitled to the following number of votes:

(i) Twenty (20) votes for each Lot, unimproved or improved, in which it holds the interest required for membership by ARTICLE III.

(ii) One additional vote for each completed dwelling unit after the first completed dwelling unit located on each Lot in which it holds the interest required for membership by ARTICLE III;

PROVIDED, HOWEVER, that the Class B membership shall cease and be converted to Class A membership, with the voting rights therein applicable, upon the happening of either of the following events, whichever occurs earlier; (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on July 1, 1979.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right of easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(c) The right of the Declarant and/or Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the right of homeowners hereunder shall be subordinate to the rights of the mortgagee in said properties; however, the right of the Association to mortgage said Common Area and facilities arises only after such mortgage has been approved by votes of at least two-thirds (2/3) of the membership, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the above notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action thereat.

(d) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;

(e) The right of the Association to lease or to acquire a leasehold interest in and to such lands and/or improvements as the Board of Directors shall deem necessary or desirable from time to time for the use by the Association as Common Area, upon such terms and conditions and with such covenants and restrictions as the Board of Directors shall deem proper. Notwithstanding any provision in the Declaration or amendment thereto, the rights of easement and enjoyment in and to said Common Areas from time to time leased or in which the Association has less than a fee simple interest shall be subject to the covenants, restrictions and rights specified in said lease and/or agreement to lease and to the local, State and Federal laws and ordinances from time to time in effect governing said leasing and rights of use and enjoyment. Without the assent or signature of the membership being required, the Board of Directors shall have the right to negotiate for and to enter into such leases and/or agreements as said Board of Directors, in its sole discretion, shall deem necessary or desirable. Upon the commencement of the term of any said leasing and for the term of said lease any said leased property shall be and become Common Area within the meaning of the Declaration.

(f) 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 to by the members or the Board of Directors. Except as hereinafter provided, no such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance. Without the assent or signatures of the membership being required, the Board of Directors shall have the right to grant such easements, rights of way, and licenses and to dedicate such streets and roads in and through the Common Area as it shall from time to time deem necessary or desirable.

Section 2. Delegation of Use. Any member 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, and such other persons as may be permitted by the Association.

Section 3. Title to the Common Area.

(a) The interest and title in and to any lands and/or improvements leased or acquired for a term of years or in which the Association shall acquire any leasehold interest shall be governed by and shall be in accordance with the lease and/or agreement to lease entered into by the Board of Directors on behalf of the Association as provided by ARTICLE V, Section 1(e) hereof.

(b) The Declarant hereby covenants for itself, its heirs and assigns, that within sixty (60) days after the recording of this Declaration it will designate the Common Area, if any, included in the Properties and convey fee simple title thereto to the Association, subject to all encumbrances, liens, easements, covenants and restrictions of record, and as to all land subsequently annexed pursuant to ARTICLE II, Section 1, Declarant will within sixty (60) days after such annexation or annexations designate the Common Area, if any, included therein and convey fee simple title thereto to the Association, subject to all encumbrances, liens, easements, covenants and restrictions of record.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and for each completed dwelling unit located on any said Lot after the first dwelling unit located thereon owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) the hereinafter provided applicable annual assessment or charge and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for said assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the following purposes: the promotion of the recreation, health, safety and welfare of the resident in the Properties; the payment of all costs relating to the maintenance and operation of the Association; the payment of the rents, charges, expenses and all other costs relating to and required by any lease agreements for the leasing of Common Areas; the improvement, maintenance, replacement and repair of the Common Areas including, but not limited to, the maintenance, improvement and establishment of any parks, playgrounds, roads, paths and any and all other facilities located or established from time to time thereon and including the cost of all labor, equipment, materials, management, supervision and all other costs directly or indirectly incident thereto; the promotion, improvement and maintenance of the beautification of the Olney Mill Subdivision, as it shall from time to time exist, including, but not limited to, any fences from time to time surrounding the said subdivision, the entrances to the subdivision and the areas from time to time used in common or designated for use in common by the residents of the said subdivision; the payment of any taxes or assessments levied from time to time by any lawful authority against the said Common Areas; the payment of any insurance from time to time carried on the Common Areas or the facilities located thereon; and the improvement and maintenance of the Properties, services and facilities devoted to the promotion of the health, recreation, safety and welfare of the resident in the Properties.

Section 3. Basis and Maximum Annual Assessment.

(a) The maximum annual assessment shall not exceed \$3.00 per month per Lot, unimproved or improved, based on the nationally established cost of living index on July 1, 1969 but subject, however, to adjustment in accordance with any adjustments in the said cost of living index, as hereinafter provided, and subject to the provisions of subparagraph (b) below.

(b) In the event that a Lot as herein defined shall be improved by more than one dwelling unit, there shall be an additional annual assessment for each dwelling unit located thereon excluding the first dwelling unit in an amount equal to one-half the then prevailing annual assessment for a Lot, unimproved or improved, as herein above and hereinafter provided.

(c) Until January 1 of the year following the first conveyance of the Common Area or the first lease or acquisition by the Association of any Common Area, whichever shall occur first, the maximum annual assessment shall be THIRTY-SIX and NO/100 (\$36.00) DOLLARS per Lot and EIGHTEEN AND NO/100 (\$18.00) DOLLARS per dwelling unit located thereon, excluding the first dwelling unit, adjusted in accordance with Section 6 hereof.

(d) From and after January 1 of the year following the first conveyance of the Common Area, or the first lease or acquisition by the Association of any Common Area, whichever shall first occur, the annual assessment for Lots may be increased effective January 1 of each year without a vote of the membership in conformance with a rise in the cost of living index. The maximum annual assessment for any said year shall be computed and determined by multiplying \$36.00 by a fraction, the numerator of which shall be the average "United States Bureau of Labor Statistics Consumer Price Index, All Items United States" for the month of July of the preceding year, the denominator of which shall, in each instance, be the average "Index" for July, 1969. If such Index above referred to shall be discontinued, the Board of Directors shall select a substitute formula or index.

(e) The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(f) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum for the said year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the 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 or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary 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, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots. There shall, however, be no rate adjustment due to Lot size. Annual and special assessments must be fixed at a uniform rate for all dwelling units after the first dwelling unit located on Lots and shall not exceed an amount equal to one-half the annual or special assessment for a Lot, unimproved or improved. Annual assessments shall be payable annually in advance.

Section 6. Date of Commencement of Annual and Special Assessments: Due Dates.

The annual and special assessments provided for herein shall commence as to each Lot within the Properties at such time as the first dwelling unit that shall be located thereon shall be first occupied, thereafter said assessment shall be fully effective whether said dwelling unit be occupied or not; provided, however, that should no dwelling unit be constructed or erected on any said Lot within seven (7) years of the date said Lot became subjected to this Declaration, or any amendment or supplement thereto, then and in that event seven (7) years from the date said Lot was subjected to this Declaration, or any amendment or supplement thereto, the annual and special assessment herein provided for shall commence. The annual and special assessments provided for herein, in the event that a Lot as herein defined shall be improved by more than one dwelling unit, shall commence for each dwelling unit located thereon, excluding the first dwelling unit, at such time as each said dwelling unit shall be first occupied. In no event shall the annual assessments provided for herein commence prior to the first day of the month following the first conveyance of the Common Area, or the first lease or acquisition by the Association of any Common Area, whichever shall first occur. 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 period. The due date of any special assessment authorized under Section 4 shall be fixed in the resolution authorizing such assessments. Written notice of the annual and special assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. 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 8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of all such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The term mortgage or mortgages shall include Deed of Trust or Deeds of Trust.

Section 9. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Maryland. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VII

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a 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, and, to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Maryland regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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 other 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 Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VIII

### 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 therein be made until the plans and specification showing the nature, color, 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 control committee composed of three (3) or more representatives appointed by the Board. The Board of Directors or its architectural control committee shall be permitted to make a reasonable charge for the review of any such plans and specifications. 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 been fully complied with. As to property owned by it and originally included herein or subsequently annexed hereto, Declarant shall not be subject to the terms of this provision until July 1, 1979.

## ARTICLE IX

### EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## ARTICLE X

### USE RESTRICTIONS

The use restrictions on the Common Areas shall be those adopted or to be adopted in the By-Laws of the Association as from time to time amended.

## ARTICLE XI

### EASEMENTS

The Properties herein described and all property hereafter annexed shall be subject to all easements and restrictions of record.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 the Declaration. Failure by the Association or by 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.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as hereinafter provided, the covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety percent (90%) of the total votes of the membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the total votes of the membership. In the event that any portion of the herein described properties or any portion of property hereafter annexed shall be financed by loans insured by the Veterans Administration or the Federal Housing Administration, the Board of Directors of the Association may amend this Declaration and do such other acts as are necessary to comply with the requirements of the Veterans Administration and/or the Federal Housing Administration. It is further provided that prior to July 1, 1979, no amendment of the covenants and restrictions shall become effective until approved in writing by Declarant. Any amendment must be properly recorded.

The Board of Directors may amend this Declaration to include herein and to subject to the terms hereof all property annexed pursuant to provisions of ARTICLE II, Section 2 without the approval of the membership except as is required for the annexation.

IN TESTIMONY WHEREOF, THE said SUBURBAN HOMES, INC. has caused these presents to be executed in its corporate name, by its President, with its corporate seal hereunto affixed, attested by its Secretary on the date first above written.

SUBURBAN HOMES, INC.

BY (Signed)

ALBERT W. TURNER  
PRESIDENT

ATTEST:

(Signed)

HERNDON G. KILBY  
Secretary

STATE OF MARYLAND  
COUNTY OF PRINCE GEORGE'S

I HEREBY CERTIFY that on this nineteenth day of June 1969, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said State and County ALBERT W. TURNER who made oath in due form of law that he is the duly elected and acting president of SUBURBAN HOMES, INC., Declarant in the foregoing Declaration, and he acknowledged said Declaration to be the act and deed of said corporation, executed by authority of its Board of Directors.

WITNESS my hand and official seal this nineteenth day of June, 1969.

(Signed)  
NANCY E. MAHAN  
Notary Public, Maryland

THIS INSTRUMENT certified to have been prepared by an attorney duly admitted to practice before the Court of Appeals of Maryland.

WITNESS: BEATTY & McNAMEE

(Signed)

NANCY E. MAHAN

BY (Signed)  
C.L. FOSSETT, JR.

## **BY-LAWS**

OF

OLNEY MILL COMMUNITY ASSOCIATION, INC.

### ARTICLE I

#### NAME AND LOCATION

The name of the corporation is Olney Mill Community Association, Inc., hereinafter referred to as the "Association." Meetings of members and directors of the Association may be held at such places within the State of Maryland, County of Montgomery, as may from time to time be designated by the Board of Directors.

### ARTICLE II

#### DEFINITIONS

Section 1. "Association" shall mean and refer to OLNEY MILL COMMUNITY ASSOCIATION, INC., a Maryland Corporation, its successors and assigns, which shall maintain a Board of Directors of the corporation of seven (7) in number which may be increased or decreased pursuant to these By-Laws of the corporation, but shall never be less than five (5).

Sections 2-8. Same as the Declaration of Covenants, Conditions and Restrictions, Article I, Sections 2-8. (See pages 5 and 6.)

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties dated June 19, 1969 and recorded among the Land Records of Montgomery County, Maryland, in Liber 3874 at folio 153 and any and all amendments and supplements thereto from time to time made and recorded.

### ARTICLE III

#### MEMBERSHIP

Section 1. Same as the Declaration of Covenants, Conditions and Restrictions, Article III, Membership, in its entirety. (See page 6.)

Section 2. The rights of membership are subject to the payment of the annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner and becomes a lien upon the property against which such assessments are made as provided by Article VI of the Declaration.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessments under Article III, Section 2, hereof, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common areas and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, hereof, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed ninety (90) days.

Section 4. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside

upon the Properties. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, hereof to the same extent as those of the member.

#### ARTICLE IV

##### VOTING RIGHTS

Same as the Declaration of Covenants, Conditions and Restrictions, Article IV, Voting Rights, in its entirety. (See page 7.)

#### ARTICLE V

##### MEETING OF MEMBERS

Section 1. The first annual meeting of the members shall be held in the calendar year following the year in which the annual assessment provided for in Article VI of the Declaration shall commence and each subsequent regular annual meeting of the members shall be held on the second Wednesday of November each year thereafter, at the hour of seven o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote or one-fourth of the votes of the Class A membership.

Section 3. Notice of any meetings of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address.

Notice of any meeting regular or special shall be mailed at least six (6) days in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting; provided, however, that if the business of any meeting shall involve any action governed by the Declaration, notice of such meeting shall be given and sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast one-twentieth (1/20) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present at any meeting, the members entitled to vote thereat shall have power to recess the meeting, without notice other than announcement at the meeting, until such a quorum as aforesaid is present.

Section 5. At all meetings of members, each member may vote in person, or by proxy; All proxies shall be in writing and filed with the secretary; every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot. However, voting by proxy will not be allowed for the election of the Board of Directors, which shall be conducted by voting in person or by written mail-in ballots provided by the Board of Directors.

## ARTICLE VI

### BOARD OF DIRECTORS

Section 1. The affairs of this Association shall be managed and controlled by a Board of Directors. The number of Directors shall be seven (7) which number may be increased or decreased by amendment to these By-Laws, but shall never be less than five (5).

Section 2. Vacancies in the Board shall be filled by the majority of remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose. The elected successor will only complete the remainder of the unexpired term.

Section 3. At each annual meeting the members shall elect the directors. The directors will serve a term of two years. Starting with 1978, the members will elect three directors in even years, and four directors in the odd years. In 1977 and only 1977 the members shall elect three directors for a term of one year and four directors for a term of two years.

Section 4. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

Section 5. No Director shall receive compensation for any service he may render to the Association in his capacity as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election to the Board of Directors shall be by secret written ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Homeowners mailing their ballots will be advised to write the word "ballot" on the envelope, so that the envelope will not be opened before the meeting. All ballots will be opened at the Homeowners Meeting and counted by the nominating committee, Administrative Assistant, and Secretary. The President will announce election results before adjourning the meeting.

## ARTICLE VIII

## MEETING OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE IX

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have the power to:

(a) 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, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 90 days for infraction of published rules and regulations;

(c) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever;

(d) establish, where authorized by the Declaration, and to levy and assess and collect the assessments or charges referred to in Article III, Section 2, hereof;

(e) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same;

(f) borrow money for the purpose of improving the common areas and facilities and in aid thereof to mortgage said property, however, the right of the Association to mortgage said common area and facilities arises only after such mortgage has been approved by the vote of at least two-thirds (2/3) of the membership, said vote and approval being made pursuant to Article XII, Section 3 of the original Declaration of Covenants, Conditions and Restrictions, as recorded in Liber 3874, Folio 153, of the Land Records for Montgomery County, Maryland, and as amended by the Third Amended Declaration of Covenants, Conditions and Restrictions, dated March 31, 1981, as recorded at Liber 5679, Folio 712 of the Land Records for Montgomery County, Maryland.

(g) grant such easements, rights of way, and licenses and to dedicate such streets and roads in and through the Common Area as it shall from time to time deem necessary or desirable;

(h) negotiate for and enter into such leases and/or agreements for the leasing of such lands and/or improvements as the board shall deem necessary or desirable from time to time for the use by the Association as Common Area;

(i) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(j) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(k) amend the Declaration in accordance with Article XII, Section 3, thereof; and

(l) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

Section 2. It shall be the duty of the Board of Directors to:

(a) cause to be kept a record of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association; and

(f) cause the Common Area to be maintained.

## ARTICLE X

### OFFICERS AND THEIR DUTIES

Section 1. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. The officers shall be chosen by a majority vote of the Board of Directors.

Section 3. The officers of this Association shall hold office during the pleasure of the Board of Directors.

Section 4. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 6. The duties of the officers are as follows:

(a) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all promissory notes, leases, mortgages, deeds and other written instruments and shall be authorized to sign all checks.

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The vice-president shall be authorized to sign all checks.

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The secretary shall be authorized to sign all checks.

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business or within the limits of a budget adopted by the Board. The treasurer shall be authorized to sign all checks of the Association; shall keep proper books of account; shall, if directed by the Board of Directors, prepare an annual budget; and shall prepare or cause to be prepared a statement of income and expenditures to be presented to the membership at its regular annual meeting.

By the last day of February, the assistant treasurer is directed to send a second notice, including a collection fee, to members who have not paid the balance due by February 15. If the balance due is not paid by April 15, the account will be turned over to an attorney for collection. Homeowners will be responsible for additional collection costs, including attorney fees. If the balance due is deemed minimal by the Board, the account will not be turned over to an attorney. Any minimal balance due will not be forgiven but will be added to the following year's assessments. A special letter will be sent to the residents reminding them that the collection fee is still due and that they are expected to pay it. If the homeowner owes \$75 or more, the account will be turned over to the attorney, who will send a short letter costing the homeowner an additional fee. When the balance due reaches \$150, the attorney will be asked to process a lien against the property.

## ARTICLES XI

### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XII

### BOOKS AND RECORDS

The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

CORPORATE SEAL

The Association's Corporate Seal shall be circular in form having within its circumference the words: Olney Mill Community Association, Inc., 1969, Corporate Seal, Maryland.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, altered, repealed or added to at a regular meeting of the members or at a regular meeting of the Board of Directors or at any special meeting called for that purpose, by an affirmative vote of a majority of a quorum of members present or of a majority of the whole authorized number of directors, as the case may be.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVI

NOTICES

Notice required to be given under the provisions of these By-Laws to any director, officer or member shall not be construed to mean personal notice but may be given in writing by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such member, officer or director at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Any member, officer or director may waive, in writing, any notice required to be given under these By-Laws, whether before or after the time stated herein.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

A \$25,000 Restricted Reserve Fund will be maintained for mill house capital improvements.

Date - Signed by the then 5 directors, A.W. Turner, H.C. Kilby, W.W. Pearce, C.W. Scaggs and A.W. Gray on the 19th day of June 1969.

## ARCHITECTURAL CONTROL

The Architectural Control procedures were established to help in maintaining the beauty and feeling of community in Olney Mill. Although the procedures are backed up by the deed covenants and the by-laws of the Community Association, their real strength lies in voluntary support and compliance with established guidelines.

Basically, the Architectural Control process deals with visible, external changes to your property, and to the uses to which it is put. The procedures are intended to maintain the property values of all of the members of the association by ensuring that no radical or jarring changes are made for one homeowner's expedience. The procedures are used to prevent one owner from damaging his neighbor's quality of life by building up to the lot line, or by maintaining a junk heap. The procedures are *not* intended to stifle creativity, or to prevent normal and harmonious use of one's own property. Olney Mill is a pleasant and attractive place to live; the architectural control procedures are part of the reason that this is so.

What are the restrictions? Basically, one house per lot, used for residential purposes (no retail stores, no auto repair lots); no structures built across the front setback lines, or across side-lot setback lines unless the adjoining lot has plenty of room; no barns, greenhouses, or excessively large storage sheds; no detached residences; no fences in the front of the house; no goats, poultry, or other livestock. All property must be adequately maintained.

All additions or changes must be submitted for Architectural Control Committee approval.

The restrictions are not onerous. Compare them with the restrictions in other communities, such as Leisure World or Montgomery Village, and you will find that Olney Mill is very relaxed and accommodating. And yet these guidelines have helped maintain the beauty of the development, along with a community spirit that is rare today.

Most of the changes submitted to the Architectural Control Committee are routine. The most common proposals include fences, patios, decks, and carport conversions, and (except where a setback line is concerned) are quickly approved. External maintenance, such as new roofs or siding, or new paint that blends in with the surrounding houses, does not even need approval. Your continued support will help to keep Olney Mill a desirable place to live.

The following pages detail the Architectural Control Guidelines, the procedures for submitting a request, and the deed covenants that form the basis for the Olney Mill Community Association.

## ARCHITECTURAL CONTROL GUIDELINES

OF

OLNEY MILL COMMUNITY ASSOCIATION, INC.

The Architectural Control Committee was established by the Board of Directors of the Olney Mill Community Association, Inc., pursuant to the authority granted to the Board by the Declaration of Covenants, Conditions and Restrictions. The function of the Architectural Control Committee is to review all plans required to be submitted pursuant to Article VIII of the Declaration of Covenants to determine if the exterior design and location of the proposed improvement is in harmony with surrounding structures and with the topography of the subdivision.

The Committee does not address itself as to whether your proposed exterior changes are in compliance with Federal, State, County, or City regulations. The Committee does not have the authority to approve your plans if they are in violation of the Covenants imposed upon you in your deed.

If your plans are disapproved by the Architectural Control Committee, you have the right of appeal to the Board of Directors of the Olney Mill Community Association, Inc.

The Committee is directed to notify the Board immediately of requests which have aroused significant neighborhood objections as evidenced by written complaints.

The Committee will act on a neighbor's complaint submitted in writing. The complaint shall explain in detail the nature of any exterior structure of another neighbor, which is in violation of the Covenants, or the deed. The Committee will also act against known violations of the Covenants and Restrictions regardless of written complaints.

Each home site in the Olney Mill Subdivision is subject to two separate sets of covenants and restrictions dealing with exterior changes, additions, and alterations.

1. The first set of restrictions is contained in the Deed of Conveyance by Suburban Homes, Inc. (now MCD Enterprises, Inc.) to the homeowner. The Deed Covenants, which deal specifically with exterior additions, changes and alterations, are numbers 1, 4, 10, and 12 of the Deed Covenants listed on pages 33 and 34.

2. Restrictions are also imposed upon exterior additions, changes and alterations in the Declaration of Covenants, Conditions and Restrictions; Article VIII, Article IX, and Article XII, Section 1, pages 12 and 13.

When the Committee does not approve plans submitted by an Olney Mill homeowner, a letter of disapproval will be sent to the homeowner. The Board of Directors of the Olney Mill Community Association will also be notified of such disapproval. The homeowner will have the right to appeal the actions of the Architectural Control Committee to the Board of Directors.

If the Architectural Control Committee fails to approve or disapprove plans within thirty (30) days after submission, then approval will not be required by the Committee. This provision does not mean that a proposed change which is in violation of the Deed Covenants will be validated by the failure of the Architectural Control Committee to act. No action by the Architectural Control Committee can change the requirements of the Deed Covenants.

## HOW TO SUBMIT A SET OF PLANS

All plans submitted to the Committee must have a property layout as shown in the drawing (Exhibit A) or, preferably, the property owner's plat indicating modifications. All the basic information necessary to review proposed plans such as fences, planters, and driveway extensions can be transmitted by submitting a drawing similar to that shown in Exhibit A and by indicating the approximate location of the addition on the layout.

Since the Committee reviews additions or changes for its architectural value in relationship to surrounding structures, more extensive drawings in addition to the layout shown may be required for structures such as patio enclosures, storage sheds, retaining walls, swimming pools, and balconies. At least, a front and side view or an isometric view is required.

Many people are confused about the difference between the property line and the minimum setback line. Since all county rights of way in Olney Mill are 60 feet wide, a reasonable estimate of the location of the property line can be made by measuring 30 feet from the center of the road. The location of the minimum setback line in relation to the property line depends on the zoning of the lot. In Olney Mill three different zonings are in effect. These three types are RR, RR Cluster, and RE Cluster. The minimum setback line for the RR and RE Cluster zoning is 40 feet measured from the property line; for RR Cluster it is 25 feet. No fences in excess of 24 inches may be constructed in front of these setback lines. For corner lots, setback requirements apply to both the front and the side yards.

One additional "Right of Way" does exist. A strip of land, 10 feet wide, parallel to and inside the property line, is used by the utility companies. These companies have the right to maintain, replace or otherwise work on their equipment. However, after completion of the work, the lot must be restored to its original condition. In light of this right, it seems advisable not to plant trees or any permanent structures within the first 10 feet of your property.

When a homeowner desires to make an exterior modification to this property, an application for architectural approval must be submitted to the Committee in care of:

Architectural Control Committee  
Olney Mill Community Association, Inc.  
P.O. Box 217  
Olney, Maryland 20830

Only written requests will be accepted. This application will state what the desired change is, the homeowner's address and telephone number, lot and block number, and, as applicable, a description of the nature, color, kind, shape, height, materials, and location of the change or modification. The request will also include a copy of appropriate drawings, specifications, and/or artist's conception which will permit the Architectural Control Committee to judge the acceptability of the proposal. In the case of fence installations, the application will reflect the location of the fence on the property in relation to the dwelling and the front lot line and the side street line.

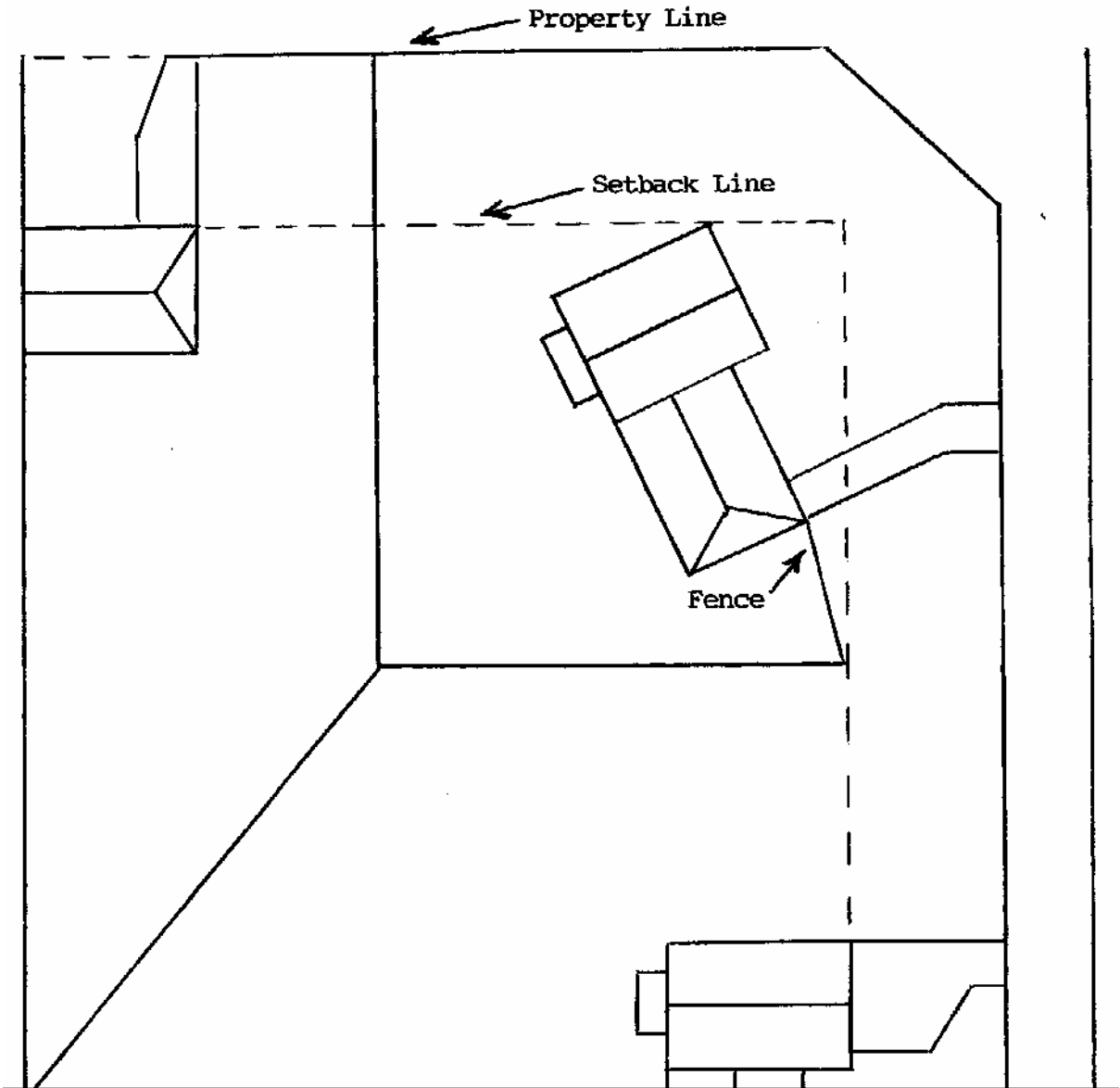
Requests for architectural approval must be submitted not later than thirty (30) days prior to the time construction or modification is proposed to begin. Applicants will be contacted if additional information or clarification of the proposal is required. In addition, applicants will be provided with the Committee's findings within 30 days of the date of submittal.

If the application is disapproved, the reasons for such disapproval will be transmitted to the homeowner in writing. Initially disapproved plans may be amended and resubmitted for reconsideration.

All homeowners must recognize that the purpose of architectural control is not to restrict or stifle the improvement of one's property. It is, however, necessary to

assure that exterior architectural changes are accomplished in the community within a framework that protects all homeowner's property rights and values. Although architectural control is enforceable by law, its success is predicated on the spirit of voluntary cooperation by each and every Olney Mill homeowner who wants to assure that Olney Mill will always be a desirable place to live.

EXHIBIT A



## ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

(FOR NEW OR MODIFIED CONSTRUCTION, OR PLACEMENT OF NEW STRUCTURES ON PROPERTY IN THE OLNEY MILL SUBDIVISION)

*In 1979, guidelines were devised to help this Committee and the Board interpret and more uniformly enforce the Covenants. They were then approved by the community and subsequently the Board of Directors and took effect on March 18, 1980. The guidelines were amended in 1995.*

### I. DRIVEWAYS

1. Driveways shall not be extended in width to a point closer than 24 inches to the owner's property line. Overall width should not be any greater than the space needed to park three (3) full sized cars abreast.

2. The edges of an extended driveway must be approximately even with the surrounding ground, not protruding more than five inches above the ground including the normal height of grass. Grading the adjacent earth as necessary to reach this level and to preclude destructive drainage upon neighboring properties will be a requirement for Committee approval.

3. The materials for the entire driveway shall be made of a similar *uniform* material. The Committee recommends the use of asphalt or concrete for driveway surfaces. Other materials must be approved by the Committee. Temporary use of gravel or crushed stone will normally be approved, provided such use is limited to six months.

4. The driveway surface must be properly maintained, coating it as needed with an appropriate covering to mend surface damage caused by age and usage.

5. Driveways extending around the side of the house and into the back yard are prohibited.

6. Exceptions to items 1-5 above may be granted by the Committee with concurrence of the Board of Directors. All exceptions must be requested and granted in writing.

### II. FENCES, PRIVACY OR OTHER

1. Fences must meet the requirements set forth in the Covenants in so far as height and placement are concerned and must be approved by the Committee.

2. Wooden fences must be natural in color or must be stained, painted, or varnished in a neutral wood color or white. Vinyl coated chain link fences are suggested for beautification purposes. They must not exceed 48 inches in height where a fence in excess of 24 inches in height is allowed by existing Covenants and Restrictions. The best side of the materials used must face outward.

3. The outside face of the fence cannot be placed closer than 2 inches to the boundaries of the owner's property lines, and such outside areas must be maintained in a neat and reasonable condition. An exception to this restriction can be made when two contiguous neighbors agree to jointly construct a fence directly on their adjoining property lines, or to connect as necessary their respective fences to each other, and to equally maintain its or their appearance(s).

4. All fences must be maintained by the owner(s) in a like-new condition, the Committee with Board approval can act to have the fence repaired, maintained, or removed at the property owner's expense.

5. Exceptions to items 2-3 above may be granted by the Committee with concurrence of the Board of Directors. All exceptions must be requested and granted in writing.

6. Advisory Notes: (1) For purposes of interpreting these guidelines, a "fence" shall be defined as it is in Blacks Law Dictionary. (2) Fencing-type structures which are placed on corners of lots to identify lot corner boundaries or for decorative purposes are not considered to be fences in a strict legal sense. However, the Committee will not approve a front-yard or side street structure of this type which exceeds 36 inches in height at the uppermost cross rail.

### III. GARAGES AND CARPORTS

1. All garages and carports must conform to both Olney Mill Covenants and County building codes and established County setback lines. Variances to establish side yard, side street and front yard setback lines granted by the County Zoning Board shall not be recognized by the OMCA except where the Committee and the Board of Directors at their discretion may approve construction over a side yard setback line to a maximum of one-half of the total setback distance for the lot involved.

2. The width and the height of the new structure, once completed, should not be any larger than the widest or highest two-car garage constructed by the builder.

3. The depth of the new structure, once completed, should not be any longer than the longest garage constructed by the original builder.

4. All garages must conform with the home's original architecture so as to make it appear that it had been constructed by the original builder and is not an add-on addition.

5. Detached garages or carports are discouraged.

6. Exceptions to items 2-4 above may be granted by the Committee with concurrence of the Board of Directors. All exceptions must be requested and granted in writing.

### IV. PERMANENT STRUCTURES

The following external structures will normally be approved by the Committee: wooden decks, greenhouses, playhouses, doll houses, storage sheds, and other buildings of a permanently installed nature, with certain conditions listed below. This section excludes consideration of antennas, flagpoles, patio coverings and other structures listed in Sections V, VII, and VIII.

1. Enclosed buildings should not exceed 1728 cubic feet in external dimensions, and should not exceed 12 feet in height from the base of the foundation to the uppermost point of the roof. Colors must be consistent with the color scheme for the existing house and the community. All such structures must be constructed of materials consistent with the original house and established community architecture (i.e., with brick, shingle, wood, siding, glass or a combination thereof on the external surface).

2. Prefabricated or other buildings (e.g., storage sheds made of metal) must be approved by the Committee, have proper foundations, be properly secured, and must not be allowed to fall into disrepair.

3. All permanent external structures shall be maintained in like-new condition. Should structures not be kept in a like-new condition, the Committee, with Board approval, can act to have the structure repaired, maintained or removed at the property owner's expense.

4. Such structures shall not be placed over established County setback lines. For variances to setback lines, Committee approval is required in addition to County Zoning Board approval.

5. Any such structure must be permanently installed in a manner such that it does not constitute a potential danger to contiguous neighbors from hazardous construction, wind, storm, or other adverse weather conditions.

6. All such construction of structures must be done in accordance with applicable Montgomery County building codes.

7. Exceptions to item 1 above may be granted by the Committee with concurrence of the Board of Directors. All exceptions must be requested and granted in writing.

V. ANTENNAS AND RELATED STRUCTURES

1. All antennas must meet all currently applicable Federal Communications Commission licensing and restrictions. Related CB/HAM radio equipment must also meet all FCC rules and regulations.

2. TV antennas do not require approval, but should be securely fastened for safety. Parabolic dish type antennas of less than 24 inches in diameter may be installed on the roof, or in the back yard or side yard, without Committee approval; dish antennas larger than 24" may not be installed on the roof, side yard, or front yard without Committee approval. Dish antennas larger than twelve feet in diameter will not be permitted on the property.

3. All structures related to antenna placement must be consistent with Montgomery County building codes.

4. Exceptions to item 2 above may be granted by the Committee with concurrence of the Board of Directors. All exceptions must be requested and granted in writing.

VI. PATIO COVERS, PORCHES AND RELATED ADDITIONS

1. Such structures must be constructed in conformity with applicable Montgomery County Building Codes, must be permanently installed in safe and enduring manner consistent with reasonably anticipated adverse weather and wind conditions, and must give the appearance of original builder's construction.

2. All patio covers, porches and related additions must be maintained by the owner(s) in good condition. Should any structure not be kept in good condition, the Committee with Board approval can act to have the structure repaired, maintained, or removed at the property owner's expense.

VII. SWIMMING POOLS

1. All pools, above or in ground, must be within County setback lines and in conformity with County rules and building codes, and must meet all County and other ordinance requirements for safety.

2. All pools must be maintained by the owner(s) in good condition. Should any pool not be kept in good condition, the Committee with Board concurrence, can act to have the pool repaired, maintained, or removed at the property owner's expense.

3. Should any such pool be found to be in violation of County or State laws in the opinion of the Committee, the Committee with Board approval can act to have appropriate safety measures initiated or installed at the expense of the owner.

VII. EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

IX. RENTED HOMES

All owners, including landlords, are responsible for abiding by these guidelines. All homes are single family dwellings and are therefore limited to single family occupancy.

COMPLAINT PROCEDURES

It is the right and privilege of every homeowner to make the Board of Directors of the Olney Mill Community Association aware of any violations of the Covenants and Restrictions or any architectural situations which would tend to downgrade the Olney Mill Community. Complaints must be submitted in writing to:

Board of Directors  
Olney Mill Community Association  
P.O. Box 217  
Olney, Maryland 20830

The information submitted must include:

1. Address and lot in question
2. Owner's name
3. Nature of violation
4. Specific rule or restriction violated (if applicable)
5. Complainant's name
6. Complainant's address
7. Effects of violation on self and/or the community
8. Signature and date

All complaints shall be held in strictest confidence. The complainant will remain anonymous except to the Board. It should also be noted that this Board was not established to settle feuds and neighborhood grievances. Such acts will only impair the efficient handling of legitimate complaints.

Consideration will be given to and any action initiated against each complaint within thirty (30) days of receipt. The complainant will be informed as deemed necessary during the proceedings and will be formally notified as to the outcome.

## DEED COVENANTS

1. The property hereby conveyed shall not be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on the property hereby conveyed other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars.
2. No building shall be erected, placed or altered on the property hereby conveyed until the construction plans and specifications and a plan showing the location of the structure have been approved by the public authority charged with the responsibility in the particular jurisdiction with permits for construction.
3. That no dwelling with a floor area of less than one thousand square feet shall be erected upon the property hereby conveyed.
4. No building shall be located on the property hereby conveyed nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, and all such buildings shall comply with the regulations of the Maryland National Capital Park and Planning Commission.
5. No noxious or offensive activity shall be carried on upon the property hereby conveyed, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on the property hereby conveyed at any time as a residence either temporarily or permanently.
7. No sign of any kind shall be displayed to the public view on the property hereby conveyed except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property hereby conveyed, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
9. No property hereby conveyed shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. No wall except such retaining walls as are necessary to take care of the ground elevation, no fence, hedge or shrub planting in excess of twenty-four inches in height shall be installed on the property hereby conveyed except that nothing herein contained shall prohibit installation of such fence or planting around the back yard of said property, in which event said fence or planting shall not exceed six feet in height and as a further limitation shall not under any circumstances be located nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Any retaining wall permitted as herein provided shall be constructed of brick or stone.
11. These covenants above set forth are to run with the land and shall be binding on all parties and all persons claiming under them until the 1st day of July 1994 after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in the subdivision known as "Olney Mill" Montgomery County, Maryland, subject to covenants the same as, or similar to, those herein set forth, has been recorded, agreeing to change said covenants in whole or in part.

12. In addition to the foregoing covenants and restrictions, the property conveyed is and shall be subject to a Declaration of Covenants, Conditions, and Restrictions adopted by grantor herein, dated June 19, 1969, and recorded among the Land Records of Montgomery County, Maryland in Liber 3874 at folio 153 and any amendments or supplements thereto permitted by said Declaration.

13. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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