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CLERK'S OFFICE
MONTGOMERY COUNTY, MDDECLARATION OF COVENANTS AND RESTRICTIONS

On this 14th day of November, 1980, WILLIAM E. BELL and BETTY BELL, THOMAS J. MARTIN and MARY D. MARTIN, IRVING SCHWARTZ and SHANNA SCHWARTZ and STANLEY APPELBAUM and BARBARA BASSIN and DEMOCRACY CENTER ASSOCIATES (Applicant), being the fee simple owners and contract purchaser of the real property described on Exhibit A, attached hereto and made a part hereof, hereby make the following declaration as to the restrictions, conditions and uses to which such property may be put, pursuant to Section 59-H-2.4A of the Montgomery County Zoning Ordinance and the O-N classification.

Article I.

Covenants to Run with the Land. This declaration shall constitute covenants to run with the land, binding to the fullest extent as permitted by law and equity, and running for and in favor of and enforceable by Montgomery County, Maryland, its successors and assigns, and every successor in interest to the property or any part thereof or any interest therein, and against any party in possession or occupancy of such real property or any part thereof.

Article II.

Purpose. The purpose of these restrictions, conditions and covenants is to insure that the property is utilized as shown on a Schematic Development Plan and in accordance with the testimony and evidence presented by the Applicants in zoning Application No. G-239.

Article III.

Term. a. Except as otherwise provided herein, all of the restrictions, conditions and covenants herein shall be enforceable commencing on the date of approval of the Resolution adopting the reclassification by the District Council for Montgomery County, Maryland and until the zoning classification of the property is changed at the request of the Applicant or its

successor or by such other person or body authorized and empowered to effect such a change.

b. The Covenants shall be recorded in the Land Records of Montgomery County, Maryland, within ten (10) days after the decision of the District Council, granting the rezoning application and reclassifying the subject property, is final and no longer appealable.

Article IV. Toward this end, the use of the subject property is restricted as follows:

1. Lighting

a. All exterior lighting on the subject property shall be "down lighting" and shall be arranged, maintained, and screened so as not to reflect or cause glare onto any adjacent residential property or neighborhood.

2. Parking.

a. There shall be provided on the lots owned by the Applicant, parking spaces sufficient to comply with the requirements of Section 59E7.6 of the Montgomery County Zoning Ordinance. The number of locations shall be as shown on the Schematic Development Plan. Adequate parking facilities for all users of improvements on the Subject Property shall be provided, and shall not encourage parking on nearby residential streets or property.

3. Access.

a. Access to the subject property to and from Democracy Boulevard shall be limited as shown on the Schematic Development Plan.

4. Landscaping.

a. Applicant shall preserve as much existing natural landscaping on the subject property as is practicable and as is shown on the Schematic Development Plan. In some instances, some additional shrubbery and buffering to residential property are added.

b. Applicant shall install new landscaping and preserve existing landscaping, and in all cases maintain land-

scaping so that as nearly as practicable the existing and proposed improvements for the subject property are screened from any abutting properties.

5. Structures.

a. All structures on the subject property shall remain as presently constructed and shown on the Schematic Development Plan. ~~No modifications shall be made to the exterior~~

b. Applicant shall select building materials for any repairs of the exterior of the existing structures which are substantially similar to and compatible with the building materials presently used on the existing structures on the subject property and in nearby residences in the neighborhood of the subject property.

c. Applicant shall use its best efforts to ensure that the structures as nearly as possible, continue to maintain the appearance of residential structures.

6. General Offices Only.

a. The subject property shall be used exclusively for general offices and necessary incidental uses, such as parking accessory uses and signs. With regard to the foregoing, the following uses shall not be permitted or established on the subject property: eating or drinking establishments, newsstands, ambulance or rescue squads, barber or beauty shops, libraries or museums, private educational institutions, pharmacies, funeral parlors, food or beverage stores, banks or financial institutions commercial retail sales facilities, hotels, motels, tourist homes or transient lodging facilities, hospitals or nursing homes, theaters, telephone office or communications centers, radio or television stations, printing companies or publishers, commercial wholesale facilities, repair shops, dry cleaners or laundries, child care facilities, group residences, and manufacturing facilities of any sort. It is also the intent of this

paragraph to limit the uses on the subject property only to general office uses such as, but not limited to, professional offices, real estate offices and the like, and to not permit any other use which is a permitted or special exception use in the O-M zone. All terms describing land uses in this paragraph shall be defined in accordance with the Zoning Ordinance for Montgomery County, Maryland, as the same exist upon the date of the Hearing Examiner's public hearing for this Application.

~~a. The structures indicated in the attached~~

~~plans shall be permitted to be expanded, altered or increased in size or use, except in the case of a mandate by a directive from a governmental agency which is not upon the request or initiation of applicants, unless in accordance with an amended and approved Schematic Development Plan.~~

8. Hours of Operation.

a. The operation of the existing and proposed structures shall be, except for bona fide emergencies, during the following hours only, unless written authorization is first obtained, if necessary, from appropriate Montgomery County officials:

Monday through Friday	8:00 a.m. to 8:00 p.m.
Saturday	8:00 a.m. to 3:00 p.m.
Sunday	None

b. For purposes of this Section, the term "operation" shall be interpreted to restrict the use and occupation of the existing and proposed structures to the stated hours only, except for occasional and necessary office-related activities of office personnel and normal cleaning activities.

9. Lot 2 will continue to be utilized as a residential unit by William Bell and Betty Bell until such time as they determine to terminate their occupancy. Until such time, the Grantors shall not be obligated to make any exterior modifications

Article V1. Completion of Paving on All Lots

If and when Lot 2 is fully utilized for non-residential purposes, the Applicant, and any successors in interest, agree to commence improvements to the subject property to achieve complete and full conformity with the Schematic Development Plan.

2. Easements and Rights-of-Way

The owners of Lots 2, 3, 4, and 5 hereby grant to each other, their respective licensees, employees, lessees and invitees perpetual easements and rights-of-way for pedestrian and vehicular ingress and egress in areas so designated on the Schematic Development Plan for purposes connected with or incidental to the use of the subject property to commence at the time stated in Section 1 of this Article.

Contemporaneous with commencement of the easement and right-of-way for ingress and egress, the owners, of Lots 2, 3, 4, and 5 hereby grant to each other a perpetual right to construct, install, maintain, alter, remove, and repair all the paved areas shown on the Schematic Development Plan.

The owners of Lots 2, 3, 4, and 5 hereby grant to each other, their respective licensee, lessees, employees, and invitees a perpetual easement and right-of-way to park motor vehicles within parking areas designated and situate on the subject property for non-commercial vehicles as shown on the Schematic Development Plan to commence at the time stated in Section 1 of this Article.

Free access to Democracy Boulevard and Bells Mill Road and between each and every part of Lots 2, 3, 4, and 5 as shown on the Schematic Development Plan other than to those portions constituting actual buildings shall not be impeded or obstructed.

Article VI1. Allocation of Costs

The cost of the construction of the paving, resurfacing, storm drainage and other work in the Common Use Areas as shown on Exhibit B, attached hereto and made a part hereof, required to comply with the Schematic Development Plan shall be ratably assessed against the owners of Lots 2, 3, 4, and 5 in accordance with the formula stated in Exhibit C attached hereto and made a part hereof.

The costs of storm drain systems maintenance, snow removal and repaving and repair of Common Use Areas as shown on Exhibit B shall be ratably assessed among the four lot owners in accordance with the following formula:

Lot 2	30%
Lot 3	30%
Lot 4	20%
Lot 5	20%

The cost of all other maintenance and repair and insurance shall be the responsibility of the individual owners of each property.

Article VII1. Payment by Owners

When it is determined that construction is necessary under the terms of Article V, the owners shall obtain bids and estimates for the work. The cost of such construction shall be paid by individual owners in accordance with the formula stated in Exhibit C under the terms of a written contract with the contractor performing the work approved by majority vote of all owners. If any owner fails to pay the ratable share allocated to it, within 30 days of any due date, the other owners shall be entitled to fund the deficit as they may determine among themselves. In such event, the owners funding the deficit

shall be entitled to seek a judgment against the owner failing to pay its ratable share.

2. Establishment of Budget

Thirty (30) days after completion of the paving described in Article V, the owners shall meet to establish a budget for maintenance and repairs to all areas subjected to easements and rights of way. The budget shall provide for, the cost of snow removal, storm drain system maintenance, and reserves for major repairs and such as other costs as the parties agree to include. Payments for maintenance shall be made quarterly in accordance with the formula stated in Article VI and deposited to an account established by the owners to pay for such costs.

The budget shall be approved annually by majority vote of all owners at a meeting to be held at a convenient location after five days' notice to all owners. Notice shall be considered effective if delivered to the houses located on the subject property by first-class mail or personal delivery.

Any repairs or maintenance exceeding the annual budgeted amount shall not be begun until approved by unanimous vote of all owners at a duly held meeting after notice as provided herein.

If the costs for repairs and maintenance exceed the annual budget, the owners shall be obligated to pay the ratable share of such costs within thirty (30) days after receipt of a statement from the Treasurer.

If any owner fails to pay the ratable share of maintenance costs within thirty (30) days of the due date, the other owners shall be entitled to fund the deficit as they may determine among themselves. In such event, the owners funding the deficit shall be entitled to seek a judgment against the owner failing to pay its ratable share.

WALSH, and TECLER
ATTORNEYS AT LAW

150 Houghton Court
Baltimore, Maryland 21202
(301) 770-9300

3. Selection of Officers

At each annual meeting to establish a budget the owners shall elect at least a Treasurer and Maintenance Officer for a one-year term. The Treasurer shall be responsible for maintaining any bank account for repair funds and following the budgeted figures. The Maintenance Officer shall be responsible for selecting persons to provide the work and services in the budget and to give notice to all other owners of meetings. Until otherwise modified by election by majority vote, Thomas Martin shall be Treasurer and Stanley Appelbaum shall be Maintenance Officer.

4. Voting

Each lot shall be entitled to one vote at any meeting. If any lot is owned jointly or as tenants by the entirety, the person entitled to cast the vote on behalf of the owner shall be identified at each meeting prior to the first vote.

Article VIII

1. Binding. The parties to this Agreement mutually agree that it shall be binding upon and inure to the benefit of them, their agents, successors and assigns.

2. Entire Agreement. This Agreement and the exhibits and evidence of record in Application No. G-239, which is incorporated herein by reference, contain the final and entire agreement between the parties hereto and no party shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

3. Modification, Waiver. This agreement may be modified or its provisions waived only if in writing and executed with the same formalities as this agreement.

4. Enforcement. Subject to the foregoing, these covenants, conditions and restrictions are to run with the land and shall be binding upon the Grantors, their successors and

assigns and all parties claiming by and through or under them shall be and agrees to conform to and observe said restrictions as to the use of the property listed on Exhibit "A" and the construction of improvements thereon, and the Grantors, their successors and assigns, shall have the right to enforce said covenants, conditions and restrictions, including the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of said covenants, conditions, and restrictions.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents on the day and year hereinbefore written.

William E. Bell
WILLIAM E. BELL

Betty H. Bell
BETTY BELL

Thomas J. Martin
THOMAS J. MARTIN

Mary O. Martin
MARY O. MARTIN

Irving Schwartz
IRVING SCHWARTZ

Shanna Schwartz
SHANNA SCHWARTZ

Stanley Appelbaum
STANLEY APPELBAUM

Barbara Bassin
BARBARA BASSIN

William E. Bell
DEMOCRACY CENTER ASSOCIATES
WILLIAM E. BELL

Y. WALSH, and TECLER
ATTORNEYS AT LAW
136 Howard Court
Woods, Maryland 20380
(301) 770-9900



DEVELOPMENT PLAN
for Offices
Lots 2 thru 5, Block C
GEORGETOWN VILLAGE

Parking:
Total 40
Compact 12
Handicapped 3
Watercourses none
Floodplain none
Historic bldgs. none

Robert W. Lanham, Inc.
108 W. Argyle Street
Rockville Maryland

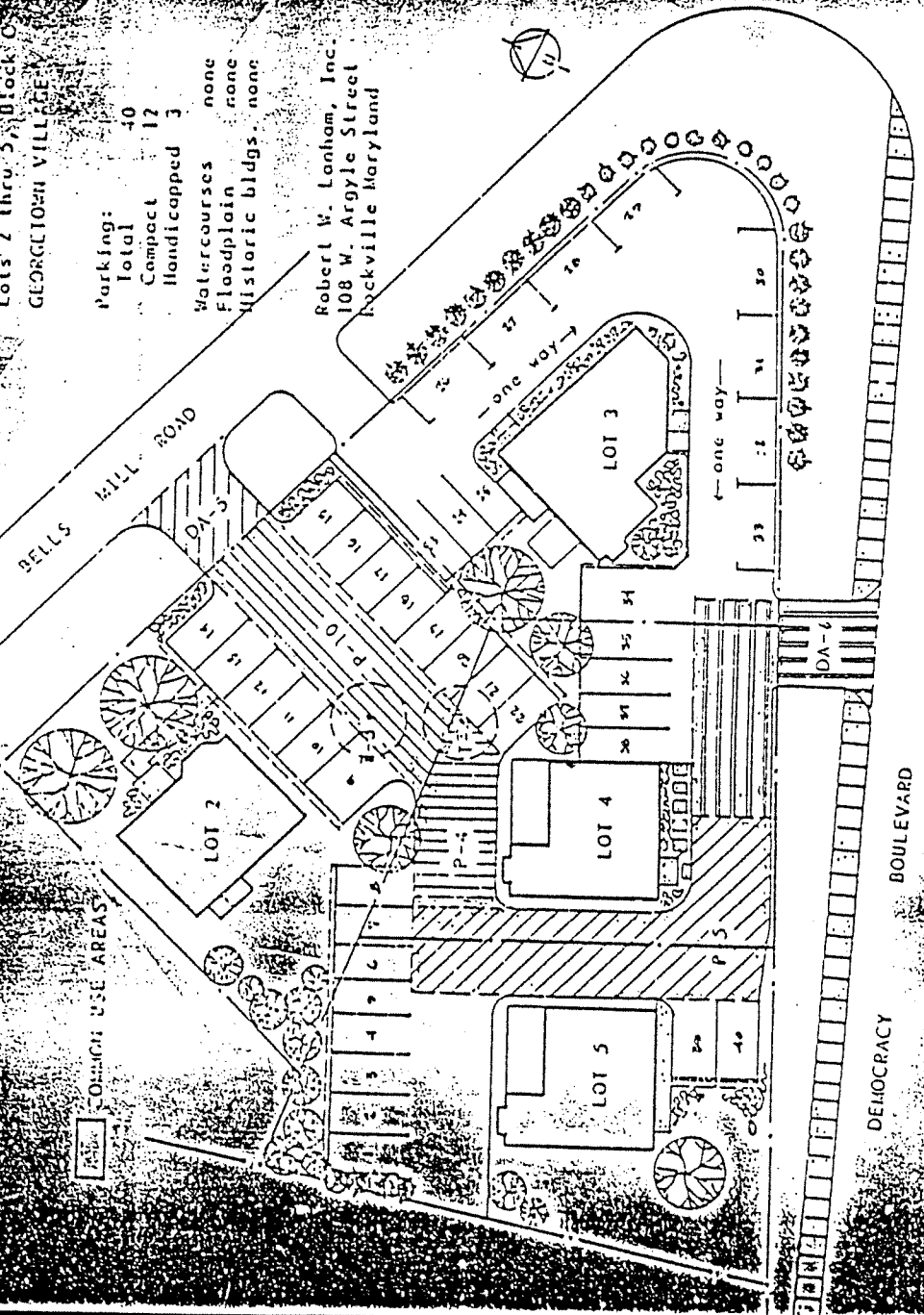


COMMON USE CONSTRUCTION
AREAS

BELLS MILL ROAD

SCALE UP - 30'

COMMON USE AREAS



DEMOCRACY BOULEVARD

EXHIBIT C

COMMON USE AREA CONSTRUCTION COST DISTRIBUTION

	Exhibit B Map Key	Appelbaum	Bell	Martin	Schwartz
1. Driveway Aprons	DA-5 DA-6	330	170	330	170
2. Pavement	P-4 P-5 P-6 P-10	430	140	430	0
3. Tree Removal	T-3 T-4	420	160	420	0
4. Storm Drainage		200	300	200	300
5. Guy Wire Relocation		500	0	500	0

The actual cost of these items as completed in the areas identified on Exhibit B will be shared by the parties in the proportions stated above in accordance with Article VI.