

Recorded June 4th, 1958-at-11.2 A.M.

THIS DECLARATION made this 1st day of March, 1958, by JOHN H. SOLOMON, hereinafter called the Grantor.

W I T N E S S E T H :

WHEREAS, Grantor is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and for the benefit of adjacent properties and properties in the Cabin John Watershed and the Maryland-Washington Regional District and each owner thereof and shall inure to the benefit of and pass with said hereafter described property of Grantor and each and every parcel thereof and shall also inure to the benefit of and pass with said adjacent properties and properties in the general neighborhood and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, the Maryland-National Capital Park and Planning Commission has petitioned the District Council for Montgomery County to rezone the hereinafter described property to general commercial zone (C-2); and

WHEREAS, fifty-four (54) acres, more or less, of the approximately fifty-nine (59) acres requested to be rezoned to the C-2 zone are owned by John H. Solomon; and

WHEREAS, the best interest of the entire community will be served by the approval of the area designated as C-2 as described herein, at the intersection of Bells Mill Road (Democracy Boulevard) and U. S. 240 as set forth on the Cabin John Watershed Master Plan; and

WHEREAS, the Association and the Grantor have jointly agreed that the best interests of the entire community will be served by the development of this tract in accordance with the provisions set forth herein; and

WHEREAS, each member of the Citizens Associations Advisory Group for the Cabin John Valley, which includes the following Citizens Associations:

- Ayrlawn
- Maplewood
- Marymount
- Lux Manor
- Old Georgetown Road
- Georgetown Village
- Page Hill
- Alta Vista Terrace - Wyngate

have agreed that they will approve the aforementioned rezoning application; provided, that the Grantor will at all times observe the hereinafter mentioned covenants and restrictions with respect to the said property; and

WHEREAS, the Grantor has agreed that if the zoning classification of the said property is changed to the C-2 classification, it will now and at all times during the life of this agreement, observe the covenants and restrictions hereinafter set forth.

NOW, THEREFORE, the Grantor hereinafter declares that the real property described in and referred to in Clause I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set forth herein is located in the County of Montgomery, State of Maryland, and is more particularly described as follows, to-wit:

Parts of the tracts of land called "REMAINS", "THE ADDITION TO HENSLEY", "MAGRUDER'S DISCOVERY", "THE RESURVEY ON PART OF HENSLEY", ETC. Potomac District, Montgomery County, Maryland

Beginning for the same at the end of 369.14 feet on the ninth line of a conveyance from Robert D. Weaver, et ux, et al, to John H. Solomon for 257.956 acres of land, by deed dated the 15th day of November, 1954 and recorded in liber 1996 at folio 562 among the Land Records of Montgomery County, Maryland, said line therein having been called N.02°E., no distance given, and being a line common to the lands of Floyd E. Davis, and running thence with part of said line, N.01°21'20"E. 1064.34 feet to a point on said line, being 1100.00 feet from the northeast corner of said lands, thence to include a part of said lands, with the southerly side of a proposed road, 80 feet wide, N.88°38'40"W. 50.00 feet, thence on a curve to the right having a radius of 3565.90 feet an arc distance of 995.79 feet (chord bearing and distance: N.80°38'40"W. 992.55 feet), thence N.72°38'40"W. 230.39 feet, thence with the easterly side of another proposed street, 80 feet wide, on a curve to the right having a radius of 2032.90 feet an arc distance of 435.23 feet (chord bearing and distance: S.24°38'00"W. 434.40 feet), thence S.30°45'00"W. 580.62 feet, thence on a curve to the left having a radius of 1540.57 feet an arc distance of 429.25 feet (chord bearing and distance: S.22°46'04"W. 427.86 feet), thence S.14°47'08"W. 202.73 feet to intersect the northerly side of a proposed relocation of Bells Mill Road, (formerly known as Orendorff Mill Road), 160 feet wide, thence bounding on the northerly side thereof, S.75°12'52"E. 910.00 feet, thence leaving said proposed relocation, on a curve to the left having a radius of 636.20 feet

an arc distance of 438.62 feet (chord bearing and distance: N.85°02'04"E. 429.99 feet), thence on a curve to the left having a radius of 2784.79 feet an arc distance of 723.72 feet (chord bearing and distance: N.57°50'18"E. 721.69 feet) to the place of beginning and containing FIFTY-FIVE AND FIFTY-THREE HUNDREDTHS (55.53) acres of land, more or less.

CLAUSE II

GENERAL RESTRICTIONS

1. Upon request of the Montgomery County Planning Board, Maryland-National Capital Park and Planning Commission, Montgomery County Council or the Maryland State Roads Commission, or successor agency, additional right of way for public streets will be dedicated to provide the following right of way widths:

INTERSECTION LEG	RIGHT OF WAY WIDTH	LENGTH OF SUCH WIDTH FROM MID-POINT OF INTERSECTION	RATE OF TRANSITION FROM SUCH WIDTH TO ANY NARROWER WIDTH
A. At intersection of New Bells Mill Road (Democracy Boulevard) and Collector Street #5			
E	150 ft.	340 ft.	6 ft. per 100 ft.
W	138 ft.	340 ft.	6 ft. per 100 ft.
N	140 ft.	300 ft.	6 ft. per 100 ft.
S	125 ft.	250 ft.	6 ft. per 100 ft.
B. At Intersection of Collector Street #4 and #5:			
Each Leg	92 ft.	300 ft.	6 ft. per 100 ft.

2. No driveway entrance or intersection public street shall be located on New Bells Mill Road (Democracy Boulevard) between U.S.240 and Collector Street #5 nor within 400 feet of the intersection of New Bells Mill Road (Democracy Boulevard) and Collector Street #5 nor within 350 feet of the intersection of Collector Streets #4 and #5.

3. No objection will be made to Government regulation or prohibition of vehicles stopping in the curb lane of pavement on New Bells Mill Road (Democracy Boulevard), Collector Street #4 or Collector Street #5.

4. The Owners and Tenants Association hereinbelow described will construct and maintain at least one grade separated pedestrian crossing of New Bells Mill Road (Democracy Boulevard) between U.S. 240 and Collector Street #5 when vehicular traffic at the intersection of New Bells Mill Road (Democracy Boulevard) and Collector Street #5 is delayed by pedestrian traffic.

5. The Owners and Tenants Association will grant an easement over, or will dedicate, additional land for bus bays and adjacent sidewalks when it is known that bus service will be

provided and if the widened right of way described in Paragraph 1 is in use for moving traffic; provided, that no bus bay shall be constructed with its center point closer than 500 feet to the intersection of New Bell Mill Road (Democracy Boulevard) and Collector Street #5, or closer than 400 feet to the intersection of Collector Street #4 and Collector Street #5.

⑥ Minimum curb radius at the intersection of any driveway or public street with New Bells Mill Road (Democracy Boulevard), or Collector Streets #4 or #5 shall be 40 feet.

⑦ No main driveway giving access from a public street to the parking area shall give direct access to a parking stall located less than 300 feet from a public street.

8. Off-street parking shall be provided and maintained in accordance with the following schedule:

Retail sales and similar uses: 1 stall for each 75 square feet of retail floor area.

Offices: 1 stall for each 200 square feet of rental floor area.

Provisions of the local Zoning Ordinance relative to automobile off-street parking requirements, which do not apply within any parking lot district established by law shall continue to apply to the land covered by these covenants if such land is included in a parking lot district established by law.

⑨ A landscaped setback zone, unpaved except for cross-roads, cross-walks, garden walks and possible future bus bays and associated loading areas, shall be established and maintained adjacent to the bounding public streets.

It is considered desirable by all parties that the landscape setback zone conform at least to the following schedule:

Adjoining Public Street or Property Line	Average Width of Setback Zone	Minimum Width of Setback Zone
New Bell's Mill Road (Democracy Boulevard)	75 ft.	50 ft.
Collector Streets #4 and #5	50 ft.	30 ft.
East Boundary	20 ft.	15 ft.

However, in order to preserve flexibility there shall be an absolute minimum width of landscaped setback zone as follows:

New Bells Mills Road (Democracy Boulevard)	25 ft.
Collector Streets #4 and #5	15 ft.

No above ground structure shall be erected in the landscaped setback zone except sections of screen wall and fence, as mentioned below, and purely ornamental structures such as fountains, statuary, columns, etc.

10. In order to prevent exposure to view from a public street or extensive paved parking areas, a suitable screen to break the line of sight from the eye of a motor vehicle driver on a public street to any visible paved parking area shall be provided at or near the inner boundary of the landscaped setback zone, except across driveways and walkways. Typical suitable screening materials will include landscaped earth mounds, masonry walls, solid (as distinguished from open) substantial attractive fencing, and dense evergreen plant materials.

11. No structure shall exceed the following height limits:

- A. A height limit determined by a line extending inward and upward at a 45 degree angle to the horizontal from the outer edge of the landscaped setback zone.
- B. The height limits set in the following schedule:

Height Limit	Height Zone
40 ft.	Band 150 ft. wide inside the landscaped setback zone.
80 ft.	Band 150 ft. wide inside the 40 foot height zone.
110 ft.	Core.

Except for roof structures which may occupy not over 20% of roof area.

12. SIGN CONTROL:

- A. The maximum vertical dimension of any sign (including any lettering, writing, trademark, advertising symbol or identification symbol) shall not exceed the following schedule:

PERMANENT SIGNS:

Plain or illuminated: 1 inch for each 5 feet of distance from the nearest point on a public street from which sign may be seen.

Neon or Similar: 1 inch for each 10 feet of distance from the nearest point on a public street from which sign may be seen.

Temporary Signs (including paper signs fastened to windows):

One Half of above.

It is the desire and goal of all parties to this agreement that the maximum vertical dimension of signs normally be limited to 50 percent of the absolute maxima given above.

- B. No flag, except a governmental or institutional flag, and no moving sign, devise or display, shall be permitted within view of a public street.
- C. Colors, materials and shape of signs, including neon type, shall be subject to approval by the Board of Design, hereinbelow described.
- D. One entrance sign with letters not over 24 inches high identifying the Shopping Center as a whole may be erected facing Collector Street #5.

13. All plans for construction or alteration of buildings, utilities, signs, pavements, landscaping, and other facilities shall be subject to approval by the Board of Design of the Cabin John Valley Regional Shopping Center, which shall be established, perpetuated and financed by the Owners and Tenants Association and shall consist of one full member of each of the following professional groups (to be selected by the Owners and Tenants Association):

American Institute of Planners
 American Institute of Architects
 American Institute of Landscape Architects
 Institute of Traffic Engineers

and of one representative of the Citizens Associations Advisory Group for the Cabin John Valley or any successor organization (to be selected by the Advisory Group or successor).

No construction or alteration may be initiated without approval of plans by the Board of Design.

The Board of Design shall have power to approve only those plans (including specifications) which conform to the following standards:

- A. Permanent type construction.
- B. First class materials and workmanship.
- C. Architectural design in general harmony with the remainder of the Center.
- D. No high intensity colors except comprising a pleasing and agreeable part of a general design scheme.

The Board of Design shall not approve the plans of any building or structure until the representative on the Board of Design from the Citizens Associations Advisory Group for the Cabin John Valley has had the opportunity to present to the Advisory Group a copy of said plans for its review and recommendation; provided, however, that the Board of Design may act on the said plans with or without the recommendations of the Citizens Associations Advisory Group for the Cabin John Valley, three (3) weeks after the representative of the said Group has been notified of the said plan and has received copies thereof.

The Board of Design shall approve, disapprove or make any recommendations concerning the plans presented to it within three (3) weeks from the date on which they are submitted to the said

Board and failure to act within this period of time shall constitute approval of the said plans.

The Board of Design is authorized to grant a variance from the restrictions set forth in these covenants upon a finding of practical difficulty or unnecessary hardship; provided, that such a variance is in full harmony with the intent of these covenants.

The Association shall determine compensation of members of the Board of Design.

14. No portion of the land, buildings, or other facilities covered by these restrictions shall be sold or leased unless the deed or lease agreement provides for automatic compulsory membership of the owner, lessee and tenant in the Owners and Tenants Association. This Association shall be incorporated and shall levy compulsory annual dues upon its members to support the operations of its Board of Design, to maintain facilities which serve more than one member of the Association (such as parking areas, access driveways, the landscaped setback zone, malls, private sidewalks; pedestrian grade separation, etc.), to construct required facilities (such as the pedestrian grade separation), and to investigate, remedy and prosecute violations of these restrictions.

Decisions of the Association, including annual determination of the amount of membership dues, shall be by majority vote, except for the provision in Clause III (b). Voting rights shall be based on the following schedule:

Landowner - 2 votes per square foot of land owned.

Building owner - 1 vote per square foot of gross floor area owned, including parking space inside a building.

Tenant - (whether lessee or owner-occupant) - 1 vote per square foot of gross floor area occupied, including privately controlled parking space inside a building.

(In case of a sub-lease, original lessee and tenant shall split the above tenant votes equally).

Wherever the term "Association" is used in this document, it shall mean the Owners and Tenants Association described herein.

CLAUSE III

GENERAL APPLICATION

(a) These covenants shall become effective upon the approval of Zoning Application B-573 and the reclassification of all of the said land into the zoning classification known in the Zoning Ordinance now applicable to said land, as the C-2 zone, and this declaration of covenants shall have no effect unless the said land is so reclassified into the C-2 zone.

(b) The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and

observe said restrictions as to the use of building sites, and the construction of improvements thereon. Power to enforce the covenants through legal action shall vest in the Owners and Tenants Association; the Citizens Associations Advisory Group for the Cabin John Valley and any successor organization; and each citizens association which is a member of the Citizens Associations Advisory Group or its successor. The violation of these restrictions shall not defeat nor render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

(c) Subject to the foregoing, these covenants are to run with the land and shall be binding upon all parties and all persons claiming under or through declarant until January 1, 1983, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by a two-thirds (2/3) favorable written vote of the Citizens Associations Advisory Group for the Cabin John Valley and a two-third (2/3) favorable written vote of the Owners and Tenants Association, affirmed by a similar favorable vote taken after an interval of at least four (4) months; provided, however, that these covenants or any portion thereof, may be terminated by two-third (2/3) favorable written vote of the aforesaid Citizens Association Advisory Group and a two-third (2/3) favorable written vote of the Owners and Tenants Association, affirmed by a similar favorable vote taken after an interval of at least four (4) months.

(d) No building, structure or land shall be used for any of the following:

- A. Outdoor carnival, fair or circus, except an art fair.
- B. Airport, airpark or airfield, except heliport.
- C. Outdoor theatre.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 1st day of March A.D., 1958.

Witness:

Mary H. Rowzee
Mary H. Rowzee

John H. Solomon
John H. Solomon

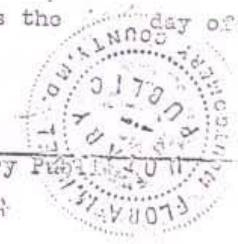
STATE OF MARYLAND) SS
MONTGOMERY COUNTY)

I HEREBY CERTIFY that on this 1st day of March 1958 before me the subscriber, a Notary Public, personally appeared John H. Solomon and made oath in due form of law, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 1st day of March, 1958.

John H. Solomon
Notary Public
FLORIDA

My commission expires August 1960



IN TESTIMONY WHEREOF the said CITIZENS ASSOCIATIONS AD-
VISORY GROUP for the CABIN JOHN VALLEY, has on the 1st day of
March, 1958, caused these presents to be signed by its
President, Henry E. Billingsley and attested by its Secretary,

ATTEST:

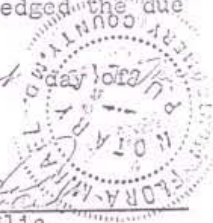
James J. Hitchcock
Secretary
CITIZENS ASSOCIATIONS ADVIS-
ORY GROUP for the CABIN JOHN
VALLEY.
JAMES J. HITCHCOCK

Henry E. Billingsley
President
CITIZENS ASSOCIATIONS ADVISORY
GROUP for the CABIN JOHN VALLEY.
HENRY E. BILLINGSLEY

STATE OF MARYLAND } ss
MONTGOMERY COUNTY }

I HEREBY CERTIFY that on this 1st day of March 1958,
before me the subscriber, a Notary Public, personally appeared
Henry E. Billingsley, President, CITIZENS ASSOCIATIONS AD-
VISORY GROUP for the CABIN JOHN VALLEY, and
James J. Hitchcock, Secretary, CITIZENS ASSOCIATIONS ADVISORY GROUP for the CABIN JOHN
VALLEY and made oath in due form of law, and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and official seal, this 1st
1958.



Flora M. [unclear]
Notary Public

My commission expires May 4 1959

IN WITNESS WHEREOF, the said AYRLAWN CITIZENS ASSOCIATION, by its
President, John A. Carlson, has on the 1st day of
March, 1958, caused these presents to be signed, and
attested by its Secretary, Betty W. Sivilmeister.

John A. Carlson
President
AYRLAWN CITIZENS ASSOCIATION
JOHN A. CARLSON

ATTEST:

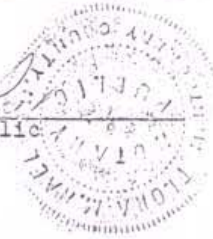
Betty W. Sivilmeister
Secretary
AYRLAWN CITIZENS ASSOCIATION
BETTY W. SIVILMEISTER

STATE OF MARYLAND } ss
MONTGOMERY COUNTY }

I HEREBY CERTIFY that on this 1st day of March 1958, before me the subscriber, a Notary Public, personally appeared John A. [unclear], President of the AYRLAWN CITIZENS ASSOCIATION and [unclear], Secretary of the AYRLAWN CITIZENS ASSOCIATION and made oath in due form of law, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of 1958.

[Signature]
Notary Public



My commission expires May 4 1959

IN WITNESS WHEREOF, the said MAPLEWOOD CITIZENS ASSOCIATION, by its President, Fred Ordway has on the 1st day of March, 1958, caused these presents to be signed, and attested by its Secretary, [unclear]

[Signature]
President
MAPLEWOOD CITIZENS ASSOCIATION
FRED ORDWAY

ATTEST:

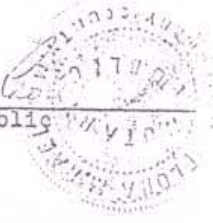
[Signature]
Secretary
MAPLEWOOD CITIZENS ASSOCIATION
ELLEN T. KOLLELLE

STATE OF MARYLAND ss
MONTGOMERY COUNTY

I HEREBY CERTIFY that on this 1st day of March 1958, before me the subscriber, a Notary Public, personally appeared [unclear], President of the MAPLEWOOD CITIZENS ASSOCIATION and [unclear], Secretary of the MAPLEWOOD CITIZENS ASSOCIATION and made oath in due form of law, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 1st day of March 1958.

[Signature]
Notary Public




My commission expires May 4 1959

STATE OF MARYLAND }
MONTGOMERY COUNTY } ss

I HEREBY CERTIFY that on this 1st day of March 1958, before me the subscriber, a Notary Public, personally appeared Frank P. Lusk, President of LUX MANOR CITIZENS ASSOCIATION and [Signature], Secretary of LUX MANOR CITIZENS ASSOCIATION and made oath in due form of law, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 1st day of March, 1958.

[Signature]
Notary Public



My commission expires May 4 1959

IN WITNESS WHEREOF, the said OLD GEORGETOWN ROAD CITIZENS ASSOCIATION, by its President, [Signature] has on the 1st day of March 1958, caused these presents to be signed, and attested by its Secretary, [Signature].

[Signature]
President
OLD GEORGETOWN ROAD CITIZENS ASSOCIATION
HENRY E. BILLINGSLEY

ATTEST:


[Signature]
Secretary
OLD GEORGETOWN ROAD CITIZENS ASSOCIATION
DOROTHY H. GERSALK

STATE OF MARYLAND }
MONTGOMERY COUNTY } ss

I HEREBY CERTIFY that on this 1st day of March 1958, before me the subscriber, a Notary Public, personally appeared Henry E. Billingsley, President of OLD GEORGETOWN ROAD CITIZENS ASSOCIATION, and [Signature], Secretary of OLD GEORGETOWN ROAD CITIZENS ASSOCIATION and made oath in due form of law, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 1st day of March 1958.

[Signature]
Notary Public



My commission expires May 4 1959

IN WITNESS WHEREOF, the said ^{Page Hill} WILDWOOD HILLS CITIZENS ASSOCIATION, by its President Webster P. Maxson has on the 1st day of March, 1958, caused these presents to be signed, and attested by its Secretary, Vernon J. Tise.

Webster P. Maxson
President
WILDWOOD-HILLS CITIZENS ASSOCIATION
Page Hill

ATTEST:

WEBSTER P. MAXSON

Vernon J. Tise
Secretary-^{Page Hill} WILDWOOD-HILLS CITIZENS ASSOCIATION
VERNON J. TISE

STATE OF MARYLAND } ss
MONTGOMERY COUNTY

I HEREBY CERTIFY that on this 1st day of 1958, before me the subscriber, a Notary Public, personally appeared Webster P. Maxson, President of WILDWOOD HILLS CITIZENS ASSOCIATION and Vernon J. Tise, Secretary of WILDWOOD-HILLS CITIZENS ASSOCIATION and made oath in due form of law, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 1st day of March, 1958.

Elizabeth M. Rael
Notary Public



My commission expires July 4 1959

IN WITNESS WHEREOF, the said GEORGETOWN VILLAGE CITIZENS ASSOCIATION, by its President Arthur R. Clodey Jr. has on the 1st day of MARCH, 1958, caused these presents to be signed, and attested by its Secretary, Molly O. Sagoto.

Arthur R. Clodey Jr.
President
GEORGETOWN VILLAGE CITIZENS ASSOCIATION
ARTHUR R. CLODEY JR.

ATTEST:

Molly O. Sagoto
Secretary
GEORGETOWN VILLAGE CITIZENS ASSOCIATION
MOLLY O. SAGOTO

STATE OF MARYLAND) ss
MONTGOMERY COUNTY)

I HEREBY CERTIFY that on this 1st day of March 1958, before me the subscriber, a Notary Public, personally appeared Arthur R. Cloey, Jr., President of GEORGETOWN VILLAGE CITIZENS ASSOCIATION and Molly O. Saguto, Secretary of GEORGETOWN VILLAGE CITIZENS ASSOCIATION and made oath in due form of law, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 1st day of March 1958.

Arthur R. Cloey, Jr.
Notary Public
My Commission expires May 1 1959



IN WITNESS WHEREOF, the said ALTA VISTA TERRACE - WYNGATE CITIZENS ASSOCIATION, by its President Bolivar J. Lloyd, Jr., has on the 1st day of March, 1958, caused these presents to be signed, and attested by its Vice-President, Charles F. James.

Bolivar J. Lloyd, Jr.
President
ALTA VISTA TERRACE - WYNGATE
CITIZENS ASSOCIATION

BOLIVAR J. LLOYD JR.

Attest: Charles F. James
Vice-President
ALTA VISTA TERRACE - WYNGATE CITIZENS ASSOCIATION
CHARLES F. JAMES

STATE OF MARYLAND) ss
MONTGOMERY COUNTY)

I HEREBY CERTIFY that on this 1st day of March 1958, before me the subscriber, a Notary Public, personally appeared Bolivar J. Lloyd, Jr., President of ALTA VISTA TERRACE - WYNGATE CITIZENS ASSOCIATION and Charles F. James, Vice-President of ALTA VISTA TERRACE - WYNGATE CITIZENS ASSOCIATION and made oath in due form of law, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 1st day of March, 1958.

Arthur R. Cloey, Jr.
Notary Public
My Commission expires May 1 1959

