

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVERLY WEST HOMEOWNERS ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION is made this 3RD day of SEPTEMBER 2013, by 59th Avenue Associates, LLC, hereinafter referred to as "DECLARANT" and the additional Owner(s), who have executed a signature page hereto.

WITNESSETH:

WHEREAS, Declarant is the rightful owner of that certain property, with the exception of Lots 16 and 24, situate and lying in Prince George's County in the State of Maryland, which is described on Exhibit A, attached hereto and made a part hereof.

WHEREAS, Christos Filiopoulos is the rightful Owner of Lot 24, situate and lying in Prince George's County in the State of Maryland, which is among the lots described on Exhibit A, attached hereto and made a part hereof.

WHEREAS, Charles and Grachel Humphries are the rightful Owners of Lot 16, situate and lying in Prince George's County in the State of Maryland, which is among the lots described on Exhibit A, attached hereto and made a part hereof.

WHEREAS, Declarant recorded on September 9, 2010 a Declaration of Covenants, Conditions and Restrictions of Cheverly West Homeowners Association ("the First Declaration").

WHEREAS, the parties desire to amend and restate the First Declaration in accordance with the terms and conditions set forth below. This instrument was approved by at least ninety percent (90%) of the Lot Owners in conformance with the provision in Article XI, Section 3 of the First Declaration on this 3RD day of SEPTEMBER 2013

NOW, THEREFORE, the Declarant hereby amends and restates in its entirety the First Declaration, effective upon the date set forth above, and further Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property and any part thereof, their personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

TABLE OF CONTENTS:

| | |
|--|-----------|
| ARTICLE I: Definitions | 1 |
| ARTICLE II: Property Rights | 2 |
| ARTICLE III: Membership and Voting Rights..... | 3 |
| ARTICLE IV: Covenant For Maintenance Assessments..... | 3 |
| ARTICLE V: Remedies of the Association for Non-Payment of Assessments..... | 5 |
| ARTICLE VI: Use Restrictions | 6 |
| ARTICLE VII: Powers of the Declarant During Initial Marketing of Property | 46 |
| ARTICLE VIII: Duties and Powers of the Association | 46 |
| ARTICLE IX: Parking..... | 47 |

TWP FD SURF \$ 40.00
RECORDING FEE 75.00
TOTAL 115.00
Rec'd PG04 Rec'd # 45719
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| ARTICLE X: Private Utility Company Disclosure | 47 |
| ARTICLE XI: General Provisions..... | 47 |

ARTICLE I: Definitions

Section 1. "Association" shall mean and refer to Cheverly West Homeowners Association, Inc. a non-stock corporation of the State of Maryland, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described in the Amended and Restated Declaration.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Property with the exception of the Common Area, and to any and every plot of ground resulting from resubdivision or further subdivision thereto. Lots 6, 7 and 8 on the northwest corner of 59th Avenue and Beecher Street shall be deemed to be one Lot.

Section 6. "Declarant" shall mean and refer to 59th Avenue Associates LLC and its successors and assigns.

Section 7: "First Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Cheverly West Homeowners Association dated the 9th day of September, 2010, and recorded among the Land Records of Prince George County, State of Maryland in Liber 32000, Folio 068.

Section 8. "Maryland Contract Lien Act" shall mean Section 14-201, et seq of the Real Property Article, Annotated Code of Maryland, (1996 Replacement Volume), as amended from time to time.

ARTICLE II: Property Rights

Section 1. Owners' Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for maintenance and upkeep of Common Area.
- (b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against an owner's lot remains unpaid.
- (c) 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. No such dedication or transfer shall be effective unless an instrument signed by two thirds (66.7%) of members, agreeing to such dedication or transfer, has been recorded.
- (d) The right of the Association to limit the number of guests of Owners..

- (e) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.
- (f) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right the Declarant, hereby reserves; provided, however, that such use shall not be for a period more than five (5) years after the conveyance of the Common Area to the association, or the sale of the all the residential Lots within the aforesaid real property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict Owners of their use and enjoyment of the Common Area or facilities thereon.
- (g) The right of the Association to assign parking spaces.
- (h) Notwithstanding any provision herein to the contrary, the Declarant shall not be required to convey the Common Areas to the Association until Declarant has completed the development of the property and has completed construction of a residential dwelling on each Lot

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

Section 3. Waiver of Use. No Owner may exempt himself from personal liability for assessments, duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his lot.

ARTICLE III: Membership and Voting Rights

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

Section 2. The Association shall have two (2) classes of voting memberships:

- (a) Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. Among Class A members, however, three shall be one exception to this one (1) vote for each Lot owned. Lots 6, 7 and 8 on the northwest corner of 59th Avenue and Beecher Street shall be deemed to be one lot.
When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
- (b) Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (i) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
 - (ii) June 30, 2018.

ARTICLE IV: Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the property, for which an occupancy and use permit has been issued, hereby covenants, and each Owner of any Lot by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. As of the date of this

Amended and Restated Declaration, since Lots 16 and 24 are improved with homes for which the occupancy and use permits may not be readily available, whether or not such occupancy and use permits are available, it is assumed that such permits were issued previously. The annual and special assessments, together with interest, costs of collections, late charges, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Lot against which each such assessment is made in accordance with the provisions of the Maryland Contract Lien Act. Each such assessment shall 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 delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall constitute a lien against the lot and shall be assessed against the lot.

Section 2. Annual and Special Assessments. The assessments levied by the Association shall be for the exclusive purpose of promoting the recreation, health, safety, and welfare of the Owners and/or for the improvement and maintenance of the Common Area or portions thereof which said Owners are entitled to use and enjoy as herein set forth.

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be \$585.00 per Lot, which shall be paid in quarterly installments of \$146.25 per Lot with this amount paid each quarter on the last day of March, June, September and December.
 - (i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year by not more than the increase in CPIU, as noted in the Wall Street Journal, plus two percent (2.0%).
 - (ii) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above the increase in CPI-U, as noted in the Wall Street Journal, plus two percent (2.0%), by the vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.
 - (iii) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum, but the annual assessments shall never exceed \$1,800 per Lot, with this amount adjusted annually as of March, 2010 based on the increase or decrease in CPI-U, as noted in the Wall Street Journal.
- (b) In addition to the annual assessments authorized above, 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 3. Notice and quorum for any action authorized under Section 2. Any action authorized under section 2 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Uniform Rate of Assessment. Except as provided to the contrary in Section 2 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots, for which an occupancy and use permit has been issued as set forth above in Article IV, Section 1, and may be collected on a monthly or quarterly basis, as determined by the Board of Directors, or the President, or the Treasurer of the Association.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot when a Use and Occupancy Permit is issued. The first annual assessment shall

be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

ARTICLE V: Remedies of the Association for Non-Payment of Assessments

Section 1. Delinquency. Any assessment provided for in this Amended and Restated Declaration which is not paid when due, shall be delinquent. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, (or if the legal rate of interest that the Association is permitted to charge is lower, then that lower rate), and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, and in accordance with the provisions of the Maryland Contract Lien Act to foreclose the lien (provided for in Section 1 of Article IV hereof) against the Lot, and there shall be added to the amount of such assessment any late charges, reasonable attorney's fees, the cost of collection, including the costs of preparing and filing the complaint in any such action, and in the event a judgment is obtained, such judgment shall include said interest, cost of collection, and reasonable attorney's fees, together with the costs of the action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments and related charges. In addition, in the event any assessment is not paid when due, the Owner shall be obligated to pay to the Association all costs incurred by the Association to collect such amount or to enforce its rights hereunder, including, without limitation, reasonable attorneys' fees.

Section 2. Notice of Lien/Statement of Lien. No action shall be brought to foreclose said assessment lien, or to proceed under the power of sale herein provided, less than thirty (30) days after the date a notice of claim of lien is served upon the record owners of the Lot in accordance with the provisions of the Maryland Contract Lien Act and a Statement of Lien is duly recorded among the Land Records of the County where the Lot is located. The notice of claim of lien shall comply with the terms of the Maryland Contract Lien Act. The Statement of Lien shall include unpaid assessments, interest on the unpaid assessments at the rate of ten (10%) per annum, plus reasonable attorney's fees, costs of collection and any late charges, if any.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Maryland, applicable to the exercise of powers of sale, or an assent to a decree in mortgages and deeds of trusts, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Statement of Lien was filed by the Association, the officers of the Association are hereby authorized to file on record, as the case may be, an appropriate release of such Statement of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Forty dollars (\$40.00), to cover the costs of preparing such release plus the actual cost of filing or recording such release.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, and related charges, as above provided.

Section 6. Subordination of Assessment Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments, 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.

ARTICLE VI: Use Restrictions

In addition to all other covenants contained herein, the use of the Properties and each Lot therein is subject to the following:

Section 1. Animals and Fowl.

With respect to Section One (1) Animals and Fowl, owners must comply with federal, state, and local ordinances. If owners fail to comply with said Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter, for applicable enforcement actions by federal, state, and local authorities

Sec. 1.1. Raising or keeping certain animals and fowl prohibited.

It shall be unlawful for any person to raise or maintain or keep domestic fowl (including pigeons), bees and beehives, livestock, or wild animals of any kind within Cheverly West. For the purpose of this section, livestock shall include, but is not limited to, cows, sheep, goats, swine, mules, donkeys, horses, or ponies.

§ 1.1. Purpose.

§ 1.2. Definitions.

§ 1.3. Control and confinement of animals generally.

§ 1.4. Solid animal waste.

§ 1.5. Proclamation of rabies danger.

§ 1.6. Violation and penalties.

§ 1.7. Animal warden.

Sec. 1.1. Purpose. The purpose of this section is to provide regulations concerning animals kept within Cheverly West so that such animals will not be or become a public nuisance.

Sec. 1.2. Definitions.
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“Attack” shall mean any unprovoked aggressive approach by an animal not under restraint and control of its owner.

“Domesticated animals” shall mean and include, but not necessarily be limited to, cats, dogs (canine), fowl, rabbits, guinea pigs, hamsters, gerbils, chinchillas, mice, rats, fish, birds.

“Enclosure” shall mean a fence or structure of at least six (6) feet in height, forming a confined area sufficient to prevent the entry of young children, and in conjunction with tethering or other measures, is effective in containing an animal. Such enclosure shall be securely enclosed and locked and equipped with secure sides, top, and bottom, and shall be designed to prevent the animal from escaping from the enclosure.

“Officer” shall mean any duly authorized police officer, animal control warden or the President of the Association, under whose discretion animal control is ultimately enforced.

“Public nuisance animal” shall mean any animal which:

- (1) Is fierce, dangerous, or vicious; or
- (2) Is not licensed according to the ordinances and regulations of Prince George's County; or
- (3) Has been designated by the Prince George's County Animal Control Commission to be a public nuisance by virtue of being a menace to the public health, welfare, or safety; or
 - (a) For three (3) or more times within any consecutive twelve-month period, is found:
 - (b) Being at large; or
 - (c) Damaging public property or the property of anyone other than its owner including leaving solid waste; or

- (d) Causing fouling of the air by odors; or
- (e) Causing less than sanitary conditions in enclosures or premises on which it is maintained; or
- (f) Excessively making disturbing noises; or
- (g) Being ineffectively controlled by its owner.

"Vaccination" shall mean an anti-rabies vaccination using a type of vaccine approved by the state veterinarian.

Sec. 1.3. Control and confinement of animals generally.

(a) It shall be unlawful for the owner of any animal, at all times, either not to confine the animal securely on the owner's premises so that it cannot escape there from, or not to have the animal under restraint as defined herein, unless for training purposes.

(b) Any animal must be so controlled by its owner as to prevent it from molesting the person or property of any other person.

(1) Time for reporting attacks. An owner of an animal must notify the President of the Association within one hour of being made aware that his/her animal has attacked another animal or has attacked a human being. Whenever the animal complained against shall be reasonably deemed to be a hazard to the public health, welfare, or safety, the President of the Association shall be authorized and empowered to impound the animal if he/she reasonably believes that the owner of the animal is not capable of restraining the animal from attacking, biting or injuring any human being or other animal.

(a) Exceptions.

(1) Notwithstanding the enumerated criteria in the paragraph above, no animal may be declared fierce, dangerous, or vicious for inflicting injury or damage to a person who is on the premises of the owner without the permission of the owner or who is committing any tort upon the premises occupied by the owner of the animal, or who is teasing, tormenting, abusing or assaulting the animal, or committing or attempting to commit a crime.

(2) No animal may be declared fierce, dangerous, or vicious for inflicting injury or damage on a domestic animal that was teasing, tormenting, abusing or assaulting the animal.

(3) No animal may be declared fierce, dangerous, or vicious for taking action to defend or protect a human being within the immediate vicinity of the animal from an unjustified attack or assault.

Sec. 1.4. Solid animal waste.

(a) It shall be unlawful for a person controlling an animal, except a seeing eye dog, to allow or permit solid waste of such animal to remain on the property of any other person without the consent of the owner or occupant thereof; or on such public properties as are prohibited by order of the President of the Association. Prohibited areas are sidewalks, Gast Park, American Legion Park, Boyd Park, and play areas of all other parks.

(b) It shall be unlawful for a person controlling an animal to be off the premises of the owner of the animal without all the materials and implements necessary to pick up and carry away solid waste of the animal.

Sec. 1.5. Proclamation of rabies danger.

Whenever the subdivision authorities shall determine that the health and safety of the people of the Association are endangered by reason of an animal with rabies having been or being in the Association, the authority shall forthwith issue a proclamation informing the people of the Association that their health and safety are endangered by reason of rabies. For thirty (30) days after issuance of the proclamation, the President of the Association, or a designee if the President of the Association elects to assign this matter to a designee, shall have the right to handle or dispose of any animal running at large in such a manner as the President of the Association may deem proper.

Sec. 1.6. Violation and penalties.

Violation of section 1.3, if that violation is caused by a person by having an animal that is fierce, dangerous, or vicious or is not licensed according to the ordinances and regulations of Prince George's County, shall be declared to be a misdemeanor. The penalty for violation shall be one hundred dollars (\$100.00) for the first violation, two hundred dollars (\$200.00) for the second violation and two hundred dollars (\$200.00) for each subsequent violation within twenty-four (24) months. The penalty for violation of any other provision of this section is declared to be an Association 1 infraction. The penalty for violation of any other provision of this section shall be twenty-five dollars

(\$25.00) for each initial offense, fifty dollars (\$50.00) for the second offense, and one hundred dollars (\$100.00) for each subsequent offense within twenty-four (24) months.

Sec. 1.7 Acting Animal Warden.

(a) Generally. The President of the Association is hereby empowered to behave as animal warden, as the community authority for the Association for the investigation and enforcement of the provisions of this section, except that the President of the Association shall not be authorized to carry firearms or make arrests.
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(b) Compensation. The animal warden, if appointed by the President of the Association, may serve without compensation, or with reimbursement for expenses, or by fee or contract, or by salary, or any combination of such modes of payment as may be approved by the President of the Association.

(c) Police powers. Nothing in this section shall abridge or restrict the authority of Prince George's County police officers to investigate or enforce federal, state or local law.section

Section 2: Housing Code

With respect to housing code issues, owners must comply with federal, state, and local ordinances. If owners fail to comply with said ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter, for applicable enforcement actions by federal, state, and local authorities

- § 2.1. Definitions and policy.
- § 2.2. Standards.
- § 2.3. Licensing and inspection of rental dwellings.
- § 2.4. Inspection of other dwellings.
- § 2.5. Violations.
- § 2.6. Hearings; appeals by owner or occupant.

Sec. 2.1. Definitions and policy.

Policy. The housing code for Prince George's County, Maryland and all amendments thereto, is hereby made applicable and enforceable in its entirety within the Association. In the event there is a conflict between the standard for dwellings in the county housing code and the standard for dwellings in Section 18sectionthe more restrictive standard shall apply.

Definitions.

For the purpose of this section, the following words and phrases shall have the meaning respectively ascribed to them by this section.

Architectural Review Board ("ARB"): A three member board appointed by the President of the Association, having various roles and responsibilities pertaining to the initial design of properties, modifications to properties, matters relating to the housing code, and other related matters.

Basement. A portion of the building partly underground, but having less than half of its clear height below the average grade of the adjoining ground (see cellar).

Building code. The basic building code, latest edition and current accumulative supplement officially adopted by the county and/or the Association for the regulation of construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures.

Cellar. The portion of the building partly underground, having half or more than half of its clear height below the average grade of the adjoining ground.

Dwellings. A building or structure, or portion thereof, used, intended or designed for human occupancy. An attached garage, used for storage purposes, shall not be included in this definition. The following are types of dwellings:

- (1) Single-family dwelling. A building containing one (1) dwelling unit.
- (2) Multi-family dwelling. A building containing two (2) or more dwelling units.
- (3) Rooming house. A residence building in which, as a home occupation and for compensation, lodging, with or without meals, is furnished to one (1) or more, but not exceeding five (5) roomers, and containing no more than five (5) guest rooms. Any rooms let by an owner-occupant to a relative who is related to the owner-occupant to the second degree or less shall not be included in this definition.
- (4) Hotel. A building arranged or used for sheltering, sleeping or feeding for compensation ten (10) or more individuals.

Dwelling unit. One (1) or more rooms arranged for the use of one (1) or more individuals living together as a single house-keeping unit, with cooking, living, sanitary and sleeping facilities.

Exterior property areas. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

Extermination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poison spraying, fumigating, trapping, or by any other pest elimination methods.

Family. A group of persons related by blood, marriage or adoption within and including the degree of first cousins.

Garbage. The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable room. A room or enclosed floor space arranged for living, eating, and sleeping purposes (not including bathrooms, water closet compartment, laundries, pantries, foyers, hallways and other accessory floor spaces).

Hotel. (See "dwellings").

Infestation. The presence, within or contiguous to a single-family dwelling, multifamily dwelling, dwelling unit, rooming house, rooming unit, or premises, of insects, rodents, vermin or other pests.

Multifamily (multiple) dwelling. (see "dwellings").

Not naturally weather resistant. This term shall include, but not be limited to, the following materials: wood, pressboard, fiberboard, wood clapboard, and metal surfaces subject to rust or corrosion.

Occupant. Any person over one (1) year of age (including owner or operator) living and sleeping in a dwelling unit or having actual possession of said dwelling or rooming unit.

Operator. Any person who has charge, care or control of a multifamily dwelling or rooming house, in which dwelling units or rooming units are let or offered for occupancy.

Owner. The owner or owners of the freehold of the premises or lesser estate therein, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation in control of a building; or their duly authorized agents.

Person. An individual, firm, corporation, association or partnership.

Plumbing or plumbing fixtures. Water heating facilities, water pipes, gas pipes, garbage and disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents, or other similarly supplied fixtures, together with all connections to water, gas, sewer or vent lines.

Premises. A lot, plot or parcel of land including the building or structures thereon.

Rental dwelling. Any rented room or group of rooms forming a single habitable unit occupied by one or more persons which is used or intended to be used by the occupants for living or sleeping.

Rooming unit. Any room or group of rooms forming a single habitable unit within a rooming house.

Rubbish. Combustible and noncombustible waste materials, except garbage, and the term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials.

Single-family dwelling. (see "dwellings").

Storage bin. This term shall include any receptacle, container or bin larger than three (3) feet six (6) inches in outside length, width or height, is designed to hold or store material or trash, and is not permanently affixed to the land. A large storage bin is a storage bin larger than six (6) feet in outside length, width or height.

Supplied. Installed, furnished or provided by the owner or operator.

Ventilation. The process of supplying and removing air by natural or mechanical means to or from any space.

- (1) Mechanical. Ventilation by power-driven devices.
- (2) Natural. Ventilation by opening to outer air through windows, skylights, doors, louvers or stacks without wind driven devices.

Workmanlike. Whenever the words "workmanlike state of maintenance and repair" are used in this code, they shall mean that such maintenance and repair shall be made in a reasonably skillful manner.

Sec. 2.2. Standards.

(a) Scope. The provisions of this section shall govern the minimum conditions of property and buildings to be used for human occupancy. Every building or structure occupied by humans and the premises on which it stands shall comply with the conditions herein prescribed as they may apply thereto.

(b) Exterior property areas. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, or portion thereof, which does not comply with the following requirements:

(1) Sanitation. All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish or garbage.

(2) Grading and drainage. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any building or structure located thereon.

(3) Noxious weeds. All exterior property areas shall be kept free from species of weeds or plant growth, which are noxious or detrimental to the public health.

(4) Insect and rodent harborage. All exterior property areas shall be kept free from rodent infestation, and where rodents are found, they shall be promptly exterminated by acceptable processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

(5) Open storage. Exterior property areas shall not be utilized for any period of time for the open storage of building rubbish or refuse, bathroom or kitchen fixtures, glass, furniture, or similar items or materials, irrespective of age or condition.

(6) Accessory structures. All accessory structures on dwelling premises, such as, but not limited to, the following: attached or detached garages, storage sheds or buildings, driveways, exterior walkways and steps, fences, or other constructed appurtenances and facilities, shall be maintained structurally safe and sound and in good repair. Exterior steps and walkways shall be maintained free of unsafe obstructions or hazardous conditions.

(c) Exterior structure. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, or portion thereof, which does not comply with the following requirements:

(1) Foundations, walls, roof. Every foundation, exterior wall, roof and all other exterior surfaces shall be maintained in a workmanlike state of maintenance and repair and shall be kept in such condition as to exclude rodents.

(2) Foundations. The foundation elements shall adequately support the building at all points.

(3) Exterior walls and exposed surfaces. Every exterior wall and weather-exposed exterior surface or appurtenance shall be free of holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the interior portions of the walls or the occupied spaces of the building. All exterior

surfaces which are not naturally weather resistant shall be made substantially impervious to the adverse effects of weather by periodic application of an approved protective coating of weather-resistant preservative, and be maintained in good condition.

(4) Roofs. The roof shall be structurally sound, tight, and have no defects which might admit rain; and roof drainage shall be adequate to prevent rain water from causing dampness in the walls or interior portion of the building.

(5) Stairs, porches, railings. Stairs and other exit facilities shall be adequate for safety as provided in the building code, and shall comply with the following subsections.

a. Structural safety. Every outside stair, every porch, and every appurtenance attached thereto shall be so constructed as to be safe to use and capable of supporting the loads to which it is subjected as required by the building code and shall be kept in sound condition and good repair.

b. Handrails. Every flight of stairs, which is more than four (4) risers high, shall have handrails which shall be located as required by the building code; and every porch which is more than two (2) risers high shall have handrails so located and of such design as required by the building code. Every handrail and balustrade shall be firmly fastened and shall be maintained in good condition.

(6) Windows, doors, hatchways. Every window, exterior door, and basement hatchway, shall be substantially tight and shall be kept in sound condition and repair.

(7) Windows to be tight. Every window sash shall be in good condition and fit reasonably tight within its frame.

(8) Door hardware. Every exterior door, door hinge, and door latch shall be maintained in good condition.

(9) Door locks. The entrance door to an individual rental dwelling unit shall be provided with locking devices so as to provide security against unauthorized entry.

(10) Doors to fit in frame. Every exterior door, when closed, shall fit reasonably well within its frame.

(11) Window and door frames to fit in wall. Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible, and to substantially exclude wind from entering the dwelling or multi-family dwelling.

(12) Basement hatchways. Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rodents, rain, and surface drainage water into the dwelling or multifamily dwelling.

(13) Exit doors. Every door available as an exit shall be capable of being opened from the inside, easily and without the use of a key.

(14) Screening. Guards and screens shall be supplied for protection against rodents and insects in accordance with the following requirements;

a. Guards for basement windows. Every basement or cellar window which is openable shall be supplied with corrosion resistant rodent-proof shields of not less than No. 22 U.S. gauge perforated steel sheets, or No. 20 B & S gauge aluminum, or No. 6 U.S. gauge expanded metal or wire mesh screens, with not more than one-half-inch mesh openings, or with other material affording equivalent protection against the entry of rodents, including storm windows.

b. Insect screens. From June 1 to October 15 of each year every door and window opening directly from any dwelling to the outdoors, shall be supplied with screening of not less than sixteen-mesh per inch and every screen door shall have a self-closing device in good working condition.

(15) Storage and bins.

a. Front yard. The front yard shall not be visibly used for storage. No storage bin, whether or not it is a large storage bin, may be located in the front yard (as defined in section 8 of this Code) for longer than ten (10) days without a permit.

b. Side and rear yards. No large storage bin may be located in the side yard or rear yard (as defined in section 8 herein) for longer than ten (10) days without a permit.

(16) Interior structure. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, or portion thereof, which does not comply with the following requirements.

(1) Free from dampness. Cellars, basements and crawl spaces shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure as required by the building code.

(2) Structural members. Supporting structural members shall be maintained in sound condition; showing no evidence of deterioration which would render them incapable of carrying the imposed loads in accordance with the provisions of the building code.

(3) Interior stairs and railings. Stairs shall be provided as required by the building code.

(4) Maintained in good repair. All interior stairs shall be maintained in sound condition and good repair by replacing treads and risers that evidence excessive wear or are broken, warped or loose. Every inside stair shall be so constructed and maintained as to be safe to use and capable of supporting a load as required by the provisions of the building code.

(5) Handrails. Every stairwell and every flight of stairs, which is more than two (2) risers high, shall have handrails or railings located in accordance with the provisions of the building code. Every handrail or railing shall be firmly fastened and must be maintained in good condition. Properly balustraded railings, capable of bearing normally imposed loads as required by the building code, shall be placed on the open portions of stairs, balconies, landings and stairwells.

(6) Bathroom floors. Every toilet and bathroom floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.

(7) Insect and rodent harborage. Dwellings shall be kept free from insect or rodent infestation, and where insects and rodents are found they shall be promptly exterminated by acceptable processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

(8) Interior walls, floors, ceilings. Every interior wall, floor and ceiling shall be maintained in a clean and sanitary, safe and structurally sound condition, free of holes and cracks, loose plaster or wallpaper, flaking or scaling paint, and shall be substantially insect-and rodent-proof. When paint is applied to interior surfaces of habitable spaces, it must be lead free.

(d) Basic facilities. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, or portion thereof, which does not contain the following basic facilities.

(1) Water closet. Every dwelling unit shall contain within its walls, a room, separate from the habitable rooms, which affords privacy and which is equipped with a water closet.

(2) Lavatory. Every dwelling unit shall contain a lavatory, which, when a water closet is required, shall be in the same room with such water closet.

(3) Bathtub or shower. Every dwelling unit shall contain a room which affords privacy to a person in the room and which is equipped with a bathtub or shower.

(4) Kitchen sink. Every dwelling unit shall contain a kitchen sink apart from the lavatory required elsewhere by this Code.

(5) Cooking facilities. Every dwelling unit shall contain cooking and baking facilities for the purpose of preparing food, and such facilities shall be properly installed and operated and kept in a clean and sanitary condition.

(6) Refrigeration for food preservation. Every dwelling unit shall contain a refrigeration unit adequate for the temporary preservation of perishable foods. Such unit shall be capable of maintaining an average temperature of below forty-five (45) degrees Fahrenheit, shall be properly installed and operated, and kept in a clean and sanitary condition.

(7) Water and sewer system. Every kitchen sink, lavatory basin, bathtub or shower and water closet required under the provisions of this code, shall be properly connected to either a public water and sewer system or to a private water and sewer system. All sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water.

(8) Water heating facilities. Every dwelling unit shall be supplied with water heating facilities, which are installed in an approved manner, properly maintained, and properly connected with hot water lines to the fixtures required to be supplied with hot water elsewhere in this code. Water heating facilities shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, shower, and laundry facility or other similar units, at a temperature of not less than one hundred thirty (130) degrees Fahrenheit at any time needed.

(9) Heating facilities. Every dwelling unit shall have heating facilities and the owner of the heating facilities shall be required to see that they are properly installed, safely maintained and in good working condition, and that they are capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein.

(10) Operation of heating facilities. Every heating or water heating facility shall be installed and shall operate in accordance with the requirements of the building code or air pollution control ordinances.

(11) Storage and removal of rubbish and garbage. Every dwelling unit shall be supplied with containers and covers for the temporary storage of rubbish and garbage. There shall also be a method for the removal of said rubbish and garbage from the premises. (e) Installation and maintenance. No person shall occupy as owner-occupant, or

let to another for occupancy, any dwelling, or portion thereof, which does not comply with the following requirements.

- (1) Facilities and equipment. All required equipment and facilities shall be constructed and maintained so as to properly and safely perform their intended function in accordance with the provisions of the building code.
- (2) Maintained in a clean and sanitary manner. All facilities shall be maintained in a clean and sanitary condition so as not to breed insects and rodents or produce dangerous or offensive gases or odors.
- (3) Plumbing fixtures. Water lines, plumbing fixtures, vents and drains shall be properly installed, connected and maintained in working order and shall be kept free from obstructions, leaks and defects and capable of performing the function for which they are designed. All repairs and installations shall be made in accordance with the provisions of the building code or county plumbing code.
- (4) Plumbing systems. Every plumbing stack, waste and sewer line shall be so installed and maintained as to function properly and shall be kept free from obstructions, leaks and defects to prevent structural deterioration or health hazards. All repairs and installations shall be made in accordance with the provisions of the building code or county plumbing code.
- (5) Heating equipment. Every required room heating, water heating, and cooking device shall be properly installed, connected, and maintained, and shall be capable of performing the function for which it was designed in accordance with the provisions of the building code.
- (6) Electrical outlets and fixtures. Every electrical outlet and fixture required by this code shall be installed, maintained and connected to the source of electric power in accordance with the provisions of the building code or county electrical code.
- (7) Electrical system. The electrical system shall be maintained in such a manner that it will not constitute a hazard to the occupants of the building by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons.
- (f) Occupancy requirements. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, or portion thereof, which does not comply with the following requirements.

(1) Occupancy of dwelling units below grade. No dwelling unit partially below grade shall be used for living purposes unless:

- a. Floors and walls are watertight
- (g) Light and ventilation. No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, or portion thereof which does not comply with the following requirements.

(1) Adequate ventilation.

(2) Cooking and heating equipment. All cooking and heating equipment, components, and accessories in every heating, cooking and water heating device shall be maintained free from leaks and obstructions, and kept functioning properly so as to be free from fire, health, and accident hazards. All installations and repairs shall be made in accordance with the provisions of the building code. The use of portable cooking and heating equipment employing flame is prohibited within dwellings.

(i) Responsibility of persons. Owners and occupants of dwellings, multifamily dwellings, and dwelling units and owners or operators of rooming houses, shall be responsible for maintenance thereof

Sec. 2.3. Licensing and inspection of rental dwellings.

(a) Rental license. It shall be unlawful for any person to let any single-family rental dwelling, multifamily rental dwelling or rooming house within the Association without having first obtained a license or temporary certificate to do so as hereinafter provided.

(b) License application. Within sixty (60) days after the enactment of this section, the legal owner of record shall make written application to the Association for a rental unit license upon such form or forms as the Association shall, from time to time, designate. Such application shall be submitted together with a nonrefundable rental license fee. The amount of such fee to be established by a resolution or ordinance of the President of the Association.

(c) Temporary certificates. Upon receipt of a completed application for a license, the President of the Association shall issue a nontransferable "temporary certificate" indicating that a license has been duly applied for, and that a nontransferable license shall be issued or denied after the building, including interior portions thereof, has been inspected for compliance with applicable provisions of the housing code.

(d) Inspections. All rental properties may be subject to periodic inspection once every year to determine if they are in conformance with the code. Permission for such inspections, without the necessity for obtaining any further permission or judicial warrant, is a condition of any license or temporary certificate. Failure to allow entry for such inspection or to require any tenant to allow entry for such inspection shall constitute sufficient reason for the denial or revocation of the rental license or temporary certificate. Whenever the code enforcement officer notices violations he shall reinspect the premises to confirm that the violations have been corrected. If the violations have not been corrected, there is hereby imposed an additional charge of ten dollars (\$10.00) for each succeeding reinspection, until compliance is obtained. No charge shall be made hereunder for a reinspection unless written notice of such reinspection has been sent to the owner of record at least ten (10) days in advance.

(e) Revocation or denial of license. A license may be revoked or denied by the President of the Association if the owner, after ten (10) days' notice from the Association, fails to eliminate or to initiate good faith efforts to eliminate violations of the housing code. Revocation or denial of a license shall be in addition to, and not in substitution for, such other penalties as may be provided for said violations elsewhere in this Code.

(f) License renewal. Licenses and temporary certificates issued hereunder shall expire one (1) year from the date of issuance and shall be renewable annually at the fees specified by the President of the Association. Application for renewals shall be made at least sixty (60) days prior to the expiration date. The license or certificate renewal fee shall be subject to a ten (10) percent penalty per month, or any portion thereof, beyond the date due and payable.

(g) Display of licenses. Licenses and temporary certificates issued under this section shall be produced on the demand of a tenant or prospective tenant and shall be available at reasonable times for examination by an authorized agent of the Association.

Sec. 2.4. Inspection of other dwellings.

(a) Inspections. The President of the Association or his duly authorized representative, subject to the further provisions of this code, is hereby authorized to inspect all dwellings, dwelling units, rooming units and premises to determine if they are in violation of the provisions of the housing code.

(b) Entry. If any owner, occupant or other person in charge of a structure subject to the provisions of this code prevents entry and free access to any part of the structure or premises, the President of the Association, upon the basis of an exterior inspection from the property line, shall make a determination as to whether there is reason to believe that a serious clear and present danger to the health and safety of the occupants or community exists.

(1) Serious violation. If such a clear and present danger exists, the President of the Association may initiate any appropriate action or proceedings and seek any appropriate order necessary to enforce the Association's right of entry.

(2) Less serious violations. In the absence of such a clear and present danger, the President of the Association is authorized to conduct an exterior inspection from the property line. The owner shall be notified of exterior violations and prosecuted in the manner provided elsewhere in this Code.

Sec. 2.5. Unfit dwellings.

(a) Dangerous structures. Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the President of the Association.

(1) One which is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin-infested that it creates a serious hazard to the health or safety of the occupants or of the public.

(2) One which lacks illumination, ventilation, or sanitation facilities adequate to protect the health or safety of the occupants or of the public.

(3) One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or safety of the occupants or of the public.

(b) Notice. Notice of the declaration of any building under the housing code as unfit for human habitation and an order to vacate the property shall be served as provided below: The President of the Association shall cause to be posted at each entrance to such building a notice reading as follows:

"This building is unfit for human habitation and its use or occupancy has been prohibited by the President of the Association, and it shall be unlawful for any person to enter such building or structure except for the reason of making the required repairs or of demolishing the same."

(c) Form of notice. Whenever the President of the Association has declared a dwelling or multifamily dwelling as unfit for human habitation, he shall give notice to the owner of such declaration and placarding of the dwelling or multifamily dwelling as unfit for human habitation. Such notice shall:

- (1) Be in writing;
- (2) Include a description of the real estate sufficient for identification;
- (3) Include a statement of the reason or reasons why it is being issued;
- (4) State the time to correct the conditions;
- (5) State the time occupants must vacate the dwelling units.

(d) Service of notice. Service of notice that a building is unfit and must be vacated shall be as follows:

- (1) By delivery to the owner personally, or by leaving the notice at the usual place of abode of the owner with a person of suitable age and discretion;
- (2) By depositing the notice in the United States Post Office addressed to the owner at his last known address with postage prepaid thereon; or
- (3) By posting a copy of the notice in placard form in a conspicuous place on the premises to be vacated.

(e) Removal of placard or notice. No person shall deface or remove the placard from any dwelling or multifamily dwelling which has been declared or placarded as unfit for human habitation except by authority in writing from the President of the Association.

(f) Vacating of declared buildings. Any dwelling or dwelling unit declared as unfit for human habitation and so designated and placarded shall be vacated within a reasonable time as ordered by the President of the Association, and it shall be unlawful for any owner or operator to let any person inhabit the dwelling or dwelling unit which has been declared and placarded by the President of the Association as unfit for human habitation after the date set forth in the placard. The President of the Association shall remove such placard whenever the defect or defects upon which the declaration and placarding action were based have been eliminated.

(g) Demolition of unfit structures. The President of the Association shall order a dwelling or dwelling unit to be demolished if it has been designated unfit for human habitation, has been posted as such, has been vacated, has not been put into proper repair as to rescind the designation as unfit for human habitation and to cause the placard to be removed. After the President of the Association has given an order to demolish an unfit structure, the following procedure shall be followed:

- (1) The owner of any dwelling or dwelling unit which has been ordered demolished, shall be given notice of this order in the manner provided for service of notice for unfit buildings and shall be given reasonable time not to exceed ninety (90) days to demolish such structure.
- (2) When the owner fails, neglects or refuses to demolish an unfit, unsafe or unsanitary dwelling or dwelling unit within the requisite time, the President of the Association may apply to a court of competent jurisdiction for a demolition order to undertake the demolition. The cost of demolition shall be a lien on the property and collectible in the same manner as delinquent taxes.

Sec. 2.6. Violations.

(a) Notice. Whenever the President of the Association, or his designee, determines that there has been or is a violation of the provisions of this code, he shall give notice to the owner. Such notice shall:

- (1) Be in writing;
 - (2) Include a description of the real estate sufficient for identification;
 - (3) Include a statement of the reason or reasons why it is being issued; and
 - (4) State the time to correct the conditions.
- (b) Service of notice. Service of notice that a dwelling is in violation shall be as follows:
- (1) By delivery to the owner personally or by leaving the notice at the usual place of abode of the owner with a person of suitable age and discretion, or
 - (2) By depositing the notice in the United States Post Office addressed to the owner at his last known address with postage prepaid thereon.
- (c) Penalty for violations. Every person, firm or corporation who shall violate any provision of this code shall be guilty of a Association infraction. The penalty for such violation shall be a fine of fifty dollars (\$50.00) for each initial offense and fifty dollars (\$50.00) for each repeated offense. Every day that a violation continues after due notice has been served in accordance with the terms and provisions hereof shall be deemed a separate offense.

Sec. 2.7. Hearings; appeals by owner or occupant.

- (a) Designation and jurisdiction of hearing ARB. The ARB shall have jurisdiction to hear all grievances that persons might have regarding the application of the property maintenance code, as well as the above-named provisions, to a particular property unless a Association infraction has been issued regarding the property or matter in question. Upon the issuance by the Association of a Association infraction regarding the property or matter in question, the ARB shall have no jurisdiction over the matter. The ARB shall consist of three (3) members who may be residents and/or Lot Owners of the Association during their tenure, to be appointed by the President of the Association and to serve at the pleasure of the President of the Association which begins either on the first day of July or at such time as the President of the Association deems appropriate. The tenure of each ARB member shall ordinarily be two (2) years or until a successor is appointed, whichever is longer.
- (b) Rules of procedure. The ARB shall keep minutes of its proceedings, and all findings of fact and recommendations shall be reduced to writing and entered as a matter of public record in the office of the President of the Association, and a copy of those shall be provided to all aggrieved persons and interested parties and the president of the Association. The ARB may establish its own rules, provided they are reviewed by the President of the Association.
- (c) Procedure for hearings. Any person aggrieved by an action under the provisions of this code may, within ten (10) days of the violation notice, file objections in writing with the President of the Association. The President of the Association shall review the objections and advise such person in writing within ten (10) days of the receipt of the objections as to the result of this review. A person may file an appeal, which must be in writing. Such appeal shall be filed within ten (10) days of the decision by the President of the Association. Hearing requests shall be on forms provided by the President of the Association and shall be filed with the President of the Association who will notify the appellant in writing of the time and place set for the hearing. A hearing shall not operate to stay the action of the Association unless the President of the Association stays the action for good cause shown. Within thirty (30) days of the filing of the notice of hearing, the ARB shall conduct a hearing at which time an opportunity shall be given to both the person aggrieved and the Association staff to present evidence. The hearing shall be open to the public and records and minutes shall be maintained by the ARB at all such hearings. Within ten (10) days after the hearing, the ARB shall make a recommendation to the President of the Association as to the reversal, modification or affirmation of the action complained of, and shall issue its recommendation in writing and provide a copy thereof to the person aggrieved.
- (d) Failure to abide by decision. Failure to abide by the ARB within the time limit specified by the ARB shall constitute a violation of this code.
- (e) Hardship. When the literal application of the requirements of this code would cause undue hardship, an exception may be granted by the President of the Association upon written application therefore. Such application shall state the reasons therefore. Such exceptions shall be made in writing and only when it is clearly evident that reasonable safety and sanitary conditions are ensured and such exceptions shall be conditioned in such a manner to achieve those ends.

In granting an exception, the President of the Association may specify conditions and restrictions not generally found in this code. Exceptions granted or denied pursuant to this section shall be subject to review by the ARB.

Section 3. Tree Preservation

With respect to building code issues owners must comply with federal, state, and local ordinances. If owners fail to comply with the below noted Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter, for applicable enforcement actions by federal, state, and local authorities

- § 3.1. Short title.
- § 3.2. Intent and purpose.
- § 3.3. Definitions.
- § 3.4. Jurisdiction and supervision.
- § 3.5. Master tree plan and street tree plan.
- § 3.6. Trees in public places.
- § 3.7. New construction and development.
- § 3.8. Same--Appeals.
- § 3.9. Association infractions and penalties.
- § 3.10. Compliance
- Sec. 3.1. Short title.

This section shall be known and may be cited as the "Tree Preservation Ordinance of Cheverly West."

Sec. 3.2. Intent and purpose. The intent of this section is, through the preservation, protection and planting of trees, to:

- (1) Aid in the stabilization of soil by the prevention of erosion and sedimentation;
- (2) Reduce storm water runoff and costs associated therewith and replenish groundwater supplies;
- (3) Aid in the removal of carbon dioxide and the generation of oxygen in the atmosphere;
- (4) Provide a buffer and screen against noise pollution;
- (5) Provide protection against severe weather;
- (6) Aid in the control of drainage and restoration of denuded soil subsequent to construction or grading;
- (7) Provide a haven for birds, which in turn assists in the control of insects;
- (8) Protect and increase property values;
- (9) Conserve and enhance the Association's physical and aesthetic environment;
- (10) Provide cooling in the summer; and
- (11) Generally protect and enhance the quality of life and general welfare of the Association.

Sec. 3.3. Definitions.

For the purposes of this section, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future and words in the singular number include the plural number.

"Caliper" shall mean the diameter of any tree trunk measured at four and one-half (4 1/2) feet above ground level.

"Designee" means any person or persons designated by the President of the Association to assume some or all of the duties outlined.

"Person" is any public or private individual, group, company, firm, corporation, partnership, association, society or any other combination of human beings whether legal or natural.

"Public place" is real property titled in the name of the Association or over which the Association or any governmental entity has a right-of-way.

"Removal" is the actual removal or causing the effective removal through a damaging or other intentional action or omission resulting in the death of a tree within one (1) year of the action or omission.

"Shrub" is any woody plant of a low height with several stems.

"Street tree" is any tree in a public place.

"Association" is Cheverly West, Maryland.

"Tree worthy of preservation" is any tree with a measured circumference of forty-five (45) inches or greater measured four and one-half (4 1/2) feet above the ground.

"Unimproved lot" means a lot without habitable structure or a part of a habitable structure on it.

Sec. 3.4. Jurisdiction and supervision.

- (a) The President of the Association or designee shall have jurisdiction and supervision over all trees, shrubs and grassy areas planted or growing in public places. The President of the Association or designee shall have the authority and it shall be his or her duty to ensure that trees, shrubs and grassy areas in public places are planted, trimmed, sprayed, treated, preserved and removed as appropriate to ensure safety or preserve the symmetry and beauty of such public places.
- (b) The President of the Association or designee shall be responsible for the Association's beautification program. The President of the Association shall also encourage the efforts of the various Association organizations interested in helping with the Association's beautification program.
- (c) The President of the Association or designee shall have the authority to supervise all work performed under any permit issued under this section.
- (d) It shall be unlawful for any person to hinder, prevent, delay or interfere with the President of the Association or designee while engaged in the lawful execution or enforcement of this section. This shall not be construed as an attempt to prohibit the pursuit of any legal or equitable remedy in a court of competent jurisdiction for the protection of personal or property rights by any property owner within the Association.
- (e) The President of the Association or designee may prepare and submit an annual budget request to support the functions described above.

Sec. 3.5. Master tree plan and street tree plan.

- (a)
 - (1) A three-year street tree plan for trees on each of the streets and other public places in the Association, providing for planting of trees; and
 - (2) A Cheverly West-wide, street-by-street written evaluation of all space and site factors which will aid in the determination of the tree species best suited in a particular planting in regard to growth habits, shape, form, health, disease and pest resistance, conflicts with wires, lights, pavement, traffic, pedestrians, sidewalks, environmental pollution, sewers, and space compatibility. The evaluation of the space and site factors and the species for a particular street shall be made by the president of the Association or designee.
- (b) The tree commission shall make every effort to advise Association residents and property owners of any trees worthy of preservation on their property, and of any conditions on their property, such as the presence of certain conditions (e.g., kudzu vines, gypsy moth egg sacs) which are known, or may reasonably be expected, to endanger the health of any tree.

Sec. 3.6. Trees in public places.

No person shall remove, trim, prune, destroy, allow, or cause the removal or destruction of, or undertake any action that could impair the health or growth of, a tree of any size or description in a public place or on an unimproved lot without first obtaining a permit from the President of the Association or designee, whose

decision to issue or deny the permit shall be governed by the requirements of state law, relevant Association right-of-way agreements and the criteria listed in this section. The President of the Association or designee shall require a bond of any permittee sufficient to ensure the replacement of the tree(s) in question. The bond requirement may be waived only if less than three (3) trees are affected.

Sec. 3.7. New construction and development.

Applicants for new construction or development on any unimproved lot shall retain as many trees as possible, as set forth under applicable Prince George's County governmental requirements. Applicants for Association building permits on such lots shall file a site plan which shall indicate trees that are to be removed and proposed replacement trees. The applicant or his or her agents are required to perform said listings at his or her cost and provide the results to the President of the Association or designee.

- (1) Minimum sizes, types of required trees.
 - a. All replacement trees shall comply with applicable Prince George's County governmental requirements.
- (2)

Sec. 3.8. Same--Appeals.

- (a) Any person aggrieved by any decision, action or failure to act on the part of the President of the Association or designee is entitled to appeal in the manner set forth below.
- (b) Prior to the commencement of an appeal the person aggrieved shall make known the basis of his complaint to the individual responsible for the decision, action, or non action complained of, together with a request for review. If a resolution satisfactory to the person aggrieved has not occurred within ten (10) days thereafter, the complainant may proceed as outlined in the following subsections.
- (c) Within twenty (30) days of the complainant's request for review, he or she shall file a written statement precisely setting forth the nature of the complaint and the relevant facts and circumstances. The complaint shall be filed with the President of the Association or designee.

Sec. 3.9. Association infractions and penalties.

- (a) Violation of any provision of this section as to one (1) tree worthy of preservation shall be an Association infraction subject to a penalty of five hundred dollars (\$500.00). Violation of any part of this section as to more than one (1) tree worthy of preservation or a subsequent offense for violation of any provisions of this section shall be a misdemeanor punishable by a one thousand dollar (\$1,000.00) fine and/or seven (7) days in jail.
- (b) Violation of any provision of this section as to a tree (other than a tree worthy of preservation) shall be an Association infraction and subject to a penalty of fifty dollars (\$50.00) for the first inch caliper of each tree (or the first five (5) feet in height of an evergreen), plus twenty-five dollars (\$25.00) for each additional inch caliper of the tree (or each additional foot in height of an evergreen) up to the maximum allowed by law.
- (c) A violation of any other provision of this section (not already provided for) shall be an Association infraction. The penalty for such violation shall be fifty dollars (\$50.00). Every day that a violation continues to exist, shall be deemed a separate offense.
- (d) The Association may also institute injunctive or any other appropriate action or proceedings at law or equity for enforcement of this section in any court of competent jurisdiction.

Sec. 3.10 Compliance with Association Code.

Nothing in this section shall be construed as waiving the requirements of any part of the Association Code except that in cases specified under this section, a permit may be required.

Section 4 Building Code

With respect to building code issues, owners must comply with federal, state, and local ordinances. If owners fail to comply with said Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter, for applicable enforcement actions by federal, state, and local authorities.

Section 5: Businesses and Licenses

With respect to Section Five (5) Businesses and Licenses, owners must comply with federal, state, and local ordinances. If owners fail to comply with said ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter, for applicable enforcement actions by federal, state, and local authorities

§ 5.1. Definitions.

§ 5.2. Licenses generally.

§ 5.3. Application for solicitor's license.

Sec. 5.1 Definitions.

"Residential area." Currently all Lots within Cheverly West are residential areas.

Sec. 5.2. Licenses generally.

(a) No person shall engage in or carry on any business within the Association for which a business license is required without first obtaining a license to do so.

(b) A yard sale conducted on property zoned R-55 shall be exempt from this section, provided such yard sale occurs no more than two (2) times in any calendar year on the property, is personally supervised by the owner of such property, is not obstructing either the vehicle traffic within the Association or the view of drivers and the person conducting the yard sale has fully complied with section 23 of the Association Code regarding signs.

Sec. 5.3. Application for solicitor's license.

(a) Any person who intends to act in the capacity of a solicitor shall, prior to entering into or upon any residential dwelling or commercial establishment within the Association to act in such capacity, obtain a license therefore from the President of the Association.

(b) Application for a solicitor's license shall be made upon a form prescribed by the President of the Association and shall conform to the regulations promulgated by the President of the Association.

(c) The applicant, at the discretion of the President of the Association, shall be required to supply the credentials of the business to be represented and evidence of the applicant's authorization to represent such business. Said credentials shall include evidence that said business has complied with all state and local laws applicable to or governing the operations and conduct of said business.

Section 6 Dumping; Littering; Garbage and Trash

With respect to Section 6 (Dumping; Littering; Garbage and Trash), owners must comply with federal, state, and local ordinances. If owners fail to comply with said Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities.

The Association President may promulgate regulations regarding trash and trash collection and the enforcement thereof. The policy of the Association is ordinarily to encourage voluntary compliance with this section, particularly with respect to recycling.

§ 6.1. Litter control.

§ 6.2. Special Trash Collections.

§ 6.3. Dumps and unsightly storages; notice to owner; noncompliance procedure

§ 6.3. Dumps and unsightly storages; notice to owner; noncompliance procedure

§ 6.4. Violations and penalties

Sec. 6.1. Litter control.

(a) Prohibited acts.

(1) It shall be unlawful for any person or persons to dump, deposit, throw or leave, or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property that is part of the Association or in, on or near any waters or wetlands in the Association unless:

a. Such property is designated by the Association or by a governmental agency or political subdivision for the disposal of such litter, and such person is authorized by the proper public authority to use such property; or

b. Such litter is either placed into a litter receptacle or container installed on such property or is too large or bulky to be contained and is set out for no more than eight (8) days and awaiting trash collection; or

(b) Penalties. Any violation of the provisions of subsection (b) of this section shall be an Association infraction. The penalty for such violation(s) shall be as follows:

(1) For an amount of litter not exceeding three (3) pounds in weight and not for commercial purposes, a fine of fifty dollars (\$50.00).

(2) For an amount of litter equal to and exceeding three (3) pounds, but not exceeding fifty (50) pounds in weight and not for commercial purposes, a fine of five hundred dollars (\$500.00).

(3) For an amount of litter exceeding fifty (50) pounds in weight or for commercial purposes, a fine of one thousand dollars (\$1,000.00).

(4) In addition to the penalty provided by this subsection, a court may order the violator to:

a. Remove or render harmless the litter dumped in violation of this section;

b. Repair or restore property damaged by, or pay damages for, any damage arising out of dumping the litter in violation of this section;

c. Perform public service relating to the removal of litter dumped in violation of this section or to the restoration of any area polluted by litter dumped in violation of subsection (b) of this section; or

d. Reimburse the Association for any costs incurred in the removal of litter dumped in violation of subsection (b) of this section.

(c) Owner of property where violation occurred need not be present in any Association proceedings.

(d) Enforcement.

(1) All law enforcement personnel officers and officials of the Association are hereby authorized, empowered and directed to enforce compliance with this section.

(2) Notwithstanding any other provision of law, if the facts of any case in which a person is charged with violating this section are sufficient to prove that the person is responsible for the violation, it is not necessary that the owner of the property on which the violation allegedly occurred be present at any Association or court proceeding regarding that case.

Sec. 6.2. Special Trash Collections.

Household items, other than regular garbage and rubbish, not including construction materials and debris from lot clearance, shall be collected on a regular basis, as established by the President of the Housing Association, from each single-family dwelling within the Association in accordance with the following regulations and such other regulations and procedures formulated by the President of the Association:

(a) Items to be collected shall be placed at the curbside or property line, easily accessible from the street, prior to 7:00 a.m. on the scheduled collection day, but not prior to 7:00 p.m. of the preceding day. If these bins, recyclables, and containers are kept on the outside of the building at any other times, they should be placed to the rear of the front building line and in the case of trash containers kept covered with a tight-fitting intact lid.

(b) Tree limbs, brush, trimmings, etc., shall be no more than four (4) feet in length and must be securely bundled or tied. Yard waste may be placed for collection in clear plastic trash bags.

(c) All other loose materials shall be placed in cartons or containers which, when filled, do not exceed fifty (50) pounds in weight.

In reference to the collection schedule for household items, other than regular garbage and rubbish, not including construction materials and debris from lot clearance, the Association President may opt to have such

items handled by Prince George's County based on the County's protocol and scheduling arrangements for such collections.

Sec. 6-3. Dumps and unsightly storages; notice to owner; noncompliance procedure

It shall be unlawful for any person or persons to utilize or allow any private property to be utilized for dumping or unsightly storage purposes, and such dumping or unsightly storage on such private property shall be deemed a public nuisance. It shall be the duty of the Association President to determine when such a public nuisance(s) has occurred, and to notify such person or persons having committed such infractions to correct such public nuisance by removing same from subject property. Should removal not occur within five (5) days, inclusive of Sundays and holidays, after the date of such notice, the nuisance may be removed by the Association and the resulting cost charged to the Owner(s) having committed the infraction.

Sec. 6.4. Violations and penalties.

Violation of this guideline is considered to be an Association infraction and as such the Association will assess penalties as follows. Any person, firm or corporation violating or failing to comply with any section of this section shall, upon conviction, be fined not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100.00) for each offense.

- (a) Each day on which any such violation shall continue shall constitute a separate offense.
- (b) The standards herein contained shall also be enforceable by suits for injunction, damages or other appropriate legal action.

Section 7 Fire Prevention

With respect to Fire Prevention efforts, owners must comply with federal, state, and local ordinances. If owners fail to comply with said ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter, for applicable enforcement actions by federal, state, and local authorities

Section 8. Health and Nuisances

With respect to Health and Nuisances, owners must comply with federal, state, and local ordinances. If owners fail to comply with said Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities.

Section 9. Association Infractions

- § 9.1. Definitions.
- § 9.2. General penalties.
- § 9.3. Declaration as infraction; fine.
- § 9.4. Issuance of citation.
- § 9.5. Payment of fine.
- § 9.6. Failure to pay fine.

Sec. 9.1. Definitions.

- (a) "Association infraction". An Association infraction is any violation of this Code, which violation has been specifically declared to be an Association infraction. For purposes of this Code, an Association infraction is a civil offense. The word "infraction" used in this Code means Association infraction.

Sec. 9.2. General penalties.

(a) Infraction. Any person found guilty of violating a provision of this Code, which violation is an infraction as declared herein, shall be subject to a fine not to exceed one thousand dollars (\$1,000.00), or the maximum amount allowed by state law for a home owners' association infraction, whichever is greater. The fine shall be paid by the offender to the Association within twenty (20) calendar days of receipt of a citation. Repeat offenders may be assessed a fine not to exceed one thousand dollars (\$1,000.00), or the maximum amount allowed by state law for a home owners' association infraction, whichever is greater. Each day a violation continues shall, unless otherwise provided, constitute a separate or repeat offense.

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Sec. 9.3. Declaration as infraction; fine.

The President of the Association shall declare the violation of which ordinance or ordinances shall be an infraction, or infractions, and for each such violation a specific fine shall be set. This fine shall never exceed the maximum amount set by state law for any single, initial violation or for each repeat or continuing violation. The fine shall be ordinarily expressed as a discrete amount rather than being expressed in terms of a maximum or minimum amount.

Sec. 9.4. Issuance of citation.

Those code enforcement officials authorized by the President of the Association authority to enforce this Code may deliver a citation to any person alleged to be committing an infraction. A copy of the citation shall be retained by the Association and shall bear the certification of the enforcing official attesting to the truth of the matter set forth in the citation. The citation shall contain at a minimum the following information:

- (a) Name and address of the person charged;
- (b) The nature of the infraction;
- (c) The location and time that the infraction occurred or was observed;
- (d) The amount of the infraction fine assessed;
- (e) The manner, location and time in which the fine may be paid to the Association; and
- (f) The right of the accused to due process for the stated infraction.

Sec. 9.5. Payment of fine.

The fine for an infraction shall be as specified in the law violated. The fine is payable by the recipient of the citation to the Association within twenty (20) calendar days of receipt of the citation.

(Ord. No. 9-78, 10-12-78)

Sec. 9.6. Failure to pay fine.

If a person receiving a citation for an infraction fails to pay the fine for the infraction by the date of payment set forth on the citation and fails to file a notice of the person's intention to stand trial for the offense, a formal notice of the infraction shall be sent to the offender's last-known address. If the citation has not been satisfied within fifteen (15) days from the date of the notice, the offender shall be liable for an additional fine not to exceed twice the original fine. If after thirty-five (35) days the citation has not been satisfied, the Association may request adjudication of the case through the district court. The district court shall promptly schedule the case for trial and summon the defendant to appear.

Section 10. Lot Maintenance

With respect to Section Ten (10) Lot Maintenance, owners must comply with federal, state, and local ordinances. If owners fail to comply with said Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities.

§ 10.1. Flow of silt, mud, etc., onto public property; drainage from lots.

§ 10.2. Public hazards.

- § 10.3. Nuisances; notice to abate; noncompliance procedure.
- § 10.4. Private compost systems.
- § 10.4.1. Snow and ice removal from sidewalks.
- § 10.4.2. Abandoned and inoperative vehicles.
- § 10.5. Nuisances.
- § 10.6. Serious nuisances designated.
- § 10.7. Enforcement.

Sec. 10.1. Flow of silt, mud, etc., onto public property; drainage from lots.

- (a) It shall be unlawful for any person or persons, homeowners or owners, tenant or tenants, firm or corporation to cause or allow to flow any dirt, earth, mud or silt upon any of the sidewalks, streets, roads, highways, avenues, alleys, gutters, ditches, parks or other public space within the corporate limits of the Association.
- (b) It shall be unlawful for any person or persons, homeowner or owners, tenant or tenants, firm or corporation to cause or allow water from any constructed drainage system to flow across a sidewalk or driveway in the Association. Such drainage must go in a drain line under the sidewalk or driveway to the gutter or storm drain in a manner approved by the ARB. Applications for such drainage lines must be cleared in the same manner as building permits. The construction of sub-drainage lines under a sidewalk or driveway on Association property shall be done by the Association. The President of the Association is authorized to enter into agreements with property owners to participate jointly with the property owner in a construction of a drainage system to prevent flow of such water across the sidewalk or driveway. The President of the Association shall set fees for such installations or joint work with property owners.
- (c) As of the effective date of this section, it shall be unlawful to construct a drainage system which will divert the natural flow of water so as to cause it to run onto an adjoining property.

Sec. 10.2. Public hazards.

It shall be unlawful for any owner or owners, tenant or tenants of any private property in the Association to permit or cause to permit any dead trees or tree limbs or diseased or storm damaged trees that pose a hazard to life, limb or property to remain standing so as to create a safety hazard. It shall also be unlawful for any owner or owners, builder or builders or construction workers to cause, allow or maintain any construction hazard on any private or public property which would be detrimental to the public safety. It shall further be unlawful for any owner or owners, tenant or tenants or any private property in the Association to permit or cause to permit any dead tree or portion of a dead tree higher than six (6) inches above ground level or any partially uprooted trees or any stumps or partially uprooted trees to remain on said private property.

Sec. 10.3. Nuisances; notices to abate; noncompliance procedure.

It shall be the duty of the President of the Association or his or her designee to notify the owner or owners, tenant or tenants or person or persons in possession of any real estate where a public nuisance exists to remove such public nuisance within ten (10) days, inclusive of Sundays and holidays, after the date of such notice, and that upon failure to remove such public nuisance within the time specified, the nuisance will be removed by the Association and the cost hereof to be charged to him, her or them, as the case may be, unless cause to the contrary be shown by filing objections in writing with the President of the Association on or before the expiration date of such notice. The procedures outlined in section 5-9 of the housing code shall apply thereafter. In the event the appellant or appellants fail to abide by the decision of the ARB or if such public nuisance is not removed within the time specified in any notice and no written objections have been filed, or are filed and overruled, then the President of the Association shall cause the public nuisance to be removed and may incur the necessary expense in so doing and shall place a charge against the proper person or persons for such costs and proceed to collect the same by entering same on the tax records as a tax upon such real estate, or by suit if deemed necessary, or both.

Cross references--Use of property for dumping or unsightly storage, § 10-4; dangerous accumulations of combustible material, § 12-2; filthy or unwholesome premises, § 15-6.

Sec. 10.4. Private compost systems.

- (a) It shall be lawful for any person or entity to keep or allow to be kept on any property within the Association a compost system only if the compost system conforms to the provisions of this section. Compost systems that do not conform to the provisions of this section are hereby deemed to be both unlawful and a public nuisance.
- (b) An open-air compost bin shall be constructed of wire no greater than twenty (20) gauge with mesh openings of not more than one-quarter (1/4) inch. Such composting bins shall be fully enclosed on all sides. There shall be no more than one (1) open air compost bin per residence and the open air compost bin shall not exceed ten (10) feet long by eight (8) feet wide by three (3) feet high.
- (c) The containers for contained compost bins shall be constructed of galvanized metal or heavy plastic which are rodent-resistant and intact and shall include a tightly secured top and bottom. The volume of any contained compost bin shall not exceed two (2) fifty-five gallon drums per residence.
- (d) An open-air compost bin shall contain no edible waste and its contents shall be limited to the materials listed in this subsection, except for subsection (5) below. The contents of a contained compost system shall be limited to the following materials:
 - (1) Yard waste, such as grass clippings and tree leaves;
 - (2) Dirt;
 - (3) Wood and branches (chipped or cut so that their longest dimension is no more than three (3) inches);
 - (4) Lime; and
 - (5) Raw (uncooked), unprocessed vegetable and fruit waste.
- (e) All compost bins shall be properly maintained so that the composting process is controlled, active and free of obnoxious odor. Such maintenance is to include, but not be limited to:
 - (1) Turning the entire compost material frequently so as to avoid unpleasant odors and keep the composting process active.
 - (2) Adding one (1) inch of dirt per six (6) inches of the above-specified materials.
 - (3) Adding lime sufficient to reduce any noxious odors.
 - (4) Using all composted materials within one (1) year.

Sec. 10.4.1. Snow and ice removal from sidewalks.

- (a) Removal by owners or occupants of property. Whenever snow shall fall and lie on the streets of the Association, it shall be the duty of each owner or occupant to clean same from the sidewalk abutting or boarding the property owned or occupied by the owner or occupant within twelve (12) hours after the snow shall have ceased to fall, unless the same be at night, in which case it shall be removed within twelve (12) hours after sunrise the next day.
- (b) Removal by Association. The Association shall be obliged to remove all snow and ice from that part of the sidewalk in front of any Association-owned property.
- (c) Obligation to spread ashes, sawdust or other approved material upon icy sidewalks:
 - (1) In all cases in which ice has formed upon or adhered to a portion of the sidewalk of a public street, the owner or tenant of lands abutting or bordering upon such sidewalk shall cause the ice to be strewn with ashes, sawdust, sand or other approved material within six (6) hours after the ice has formed upon or adhered to such sidewalk.
 - (2) When the ice has formed upon or adhered to the sidewalk during the night, it shall be strewn with ashes, sawdust, sand or other approved material within six (6) hours after sunrise of the following morning.
 - (3) The ice shall be kept strewn with ashes, sawdust, sand or other approved material until it has been removed.
- (d) Placement on public streets or sidewalks prohibited. Snow or ice removed from sidewalks, driveways, walkways, parking lots, etc., shall not be deposited or placed upon a public street or sidewalk.
- (e) Failure of owner to remove snow or ice; removal by Association; cost a lien:
 - (1) Whenever the owner or tenant of lands abutting or bordering upon the sidewalks of public streets shall refuse or neglect to remove snow or ice as required by this section, the snow or ice may be removed under the direction of the superintendent of public works or his designee.

(2) In the event of removal by the Association, as herein provided, the cost shall be paid by the Association.

(3) The amount of the cost shall be and become a lien upon the abutting lands in front of which such work was done and shall bear interest and be collected in the manner provided by law or the Association may bring an action to recover such cost against the owner and/or tenant of such lands.

(4) Special arrangements for snow and ice removal may be made between the superintendent of public works and elderly or infirm owners or tenants.

(f) Contracting for snow removal. When benefitting the Association in the opinion of the Board of the Association or the President of the Association, the Association may contract with commercial or industrial parties within the Association for snow removal.

(g) Removal of snow and ice under Association powers. Nothing in this section shall prevent the Association, from removing snow and ice under the powers of the Association for the protection of the users of the sidewalks.

Sec. 10.4.2. Abandoned and inoperative vehicles.

(a) Definitions. The following terms shall have the meanings indicated in herein.

(1) Abandoned vehicle means any motor vehicle, trailer or semitrailer that is in violation of any of the restrictions in subsection (b)(1) below.

(3) Inoperative vehicle means a motor vehicle, trailer or semitrailer which is missing any of the following: engine, tires, steering wheel, transmission, windows, valid license plate or cannot be legally driven upon the roads or highways of this state for any reason.

(b) Restrictions.

(1) No person or entity may allow or cause a vehicle to be:

- a. On private or publicly owned property without the permission of the owner or person in control of the property.
- b. On private property for more than thirty (30) days with the knowledge and consent of the owner or person in control of the property if it is an inoperative vehicle, unless:
 1. The vehicle is totally housed within a building with walls and roof;
 2. The vehicle is undergoing repairs and the custodian has obtained an exemption from the President of the Association, who shall only grant such exemption for a fourteen (14) day period upon a showing of good cause and hardship to the applicant; or
 3. The vehicle is not required to be registered under the Maryland Vehicle Law and is operable.

(2) No inoperative vehicle may be parked on the public right-of-way.

(c) Impoundment and disposal.

(1) A vehicle parked in violation of this section is hereby deemed to adversely impact the common good. In addition to any other penalty provision, the Association and/or the Prince George's County Police department may impound or attach any abandoned or inoperative vehicle from private or public property. All expenses, costs and debts arising from the attachment or impoundment of a vehicle will be the responsibility of the owner of the vehicle and the violator.

(2) Impounded vehicles will be disposed of in accordance with the Maryland Vehicle Law, and this Code.

(3) Vehicles impounded or attached will not be released unless:

- a. All outstanding citations from the Association have been satisfied; and
- b. All administrative and other costs, expenses and fines regarding the citation, storage, impoundment or attachment have been satisfied.

(d) Payment of fines, fees and other charges.

- (1) A violation of this subsection shall be an Association Infraction. The fine shall be four hundred dollars (\$400.00) for the first offense and five hundred dollars (\$500.00) for each subsequent offense. Each day that an abandoned vehicle is kept in violation of this subsection shall be an additional violation.
- (2) The administrative fee charged against any violator for the cost of towing and impoundment shall be one hundred dollars (\$100.00) per vehicle.
- (3) All other costs for towing or conveying the vehicle for storage, storage costs, and all other costs incurred in and as a result of the impoundment shall be additional costs assessed against violators of this section.
- (4) If the vehicle is registered in the State of Maryland, it will be subject to the state's flagging programs until all fines, fees and expenses are paid. The Association shall assess a flagging fee of no more than twenty-five dollars (\$25.00).

Sec. 10.5. Nuisances.

It shall be unlawful and is hereby declared to be a public nuisance for any person or entity owning, leasing, occupying or having charge of any property in the Association to maintain or fail to maintain such premises in such a manner that any of the following conditions are found to exist thereon:

- (a) Trash, waste material, garbage, offensive material, or weeds, briars, brush or grass more than eight (8) inches tall, or tree stumps higher than six (6) inches, or the remains of uprooted or felled trees;
- (b) Any standing dead trees or tree limbs, which have been or which may hereafter be allowed to accumulate or grow on any private property adjoining any of the streets, alleys or lanes, and within two hundred (200) feet thereof in Cheverly West;
- (c) Overgrown vegetation on developed property;
- (d) Accumulation of dirt, litter or debris in doorways adjoining sidewalks, parking lots or landscaped areas;
- (e) Fences in a state of disrepair or in a dilapidated condition (note that all fencing on Association Property must be approved by the Association);
- (f) Composting in violation of this section; or

Sec. 10.6. Serious nuisances designated.

It shall be unlawful and it is hereby declared to be a serious public nuisance for any person or entity owning, leasing, occupying or having charge of any residential, commercial or industrial property in the Association to fail to maintain such premises in such a manner that any of the following conditions are found to exist thereon:

- (a) Land, the topography or configuration of which, whether in a man-made state or as a result of grading operations, excavation or fill, causes erosion, subsidence or surface water drainage problems of such magnitude as to be injurious to the public health, safety and welfare or to adjacent properties;
- (b) Buildings which are partially destroyed or permitted to remain in a state of partial construction for more than twelve (12) months from initial issuance of the building permit;
- (c) The failure to secure and maintain from public access all doorways, windows and other openings into vacant structures;
- (d) The lack of sanitation, public utilities, water or heating facilities adequate to serve the building or its potential occupants;
- (e) Abandoned, broken, neglected machinery or equipment which poses a potential hazard to the general public;
- (f) Unprotected or hazardous excavations, swimming pools and ponds;
- (g) Broken or discarded furniture, household equipment and appliances on the premises, visible from the street;
- (h) Packing boxes, lumber, dirt and other trash or debris outside commercial and industrial buildings which is visible from a public street;

Sec. 10.7. Enforcement.

Whenever the President of the Association or his or her designee finds that a public nuisance exists on any premises located in the Association, he shall advise the property owner of the nuisance and direct him or her to abate the nuisance according to the provisions of section.

Section 11. Noise

With respect to Section Eleven (11) Noise, Owners must comply with federal, state, and local ordinances. If Owners fail to comply with said Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities.

§ 11.1. Declaration of policy.

§ 11.2. Definitions.

§ 11.3. Noise prohibition.

§ 11.4. Maximum permissible sound levels generally.

§ 11.5. Exemptions for construction, repair or demolition of structures and facilities.

§ 11.6. Maximum permissible sound levels for motor vehicle operations.

§ 11.7. Enforcement.

Sec. 11.1. Declaration of policy.

The President of the Association hereby declares it to be the public policy of the Association that every person in Cheverly West is entitled to an environment free of noise levels which are detrimental to life, health and enjoyment of property. The purpose of this section of the Cheverly West Code is to establish the lawful and unlawful limits of noise within the Association and the enforcement procedures and requirements pertaining thereto.

Sec. 11.2. Definitions.

- (a) "Noise" means any sound occurring on either a continuous, intermittent or impulsive basis. It also means the intensity, frequency, duration and character of sound, including sound and vibration of sub-audible frequencies.
- (b) "Continuous noise" means any noise whose level does not vary to the human ear for at least five (5) minutes.
- (c) "Intermittent noise" means any noise with a sound level that varies to the human ear, but is audible for more than a period of ten (10) seconds.
- (d) "Impulsive noise" means a short burst of sound not exceeding ten (10) seconds in duration.
- (e) "Daytime", unless otherwise specifically noted, means the hours from 8:00 a.m. to 9:00 p.m.
- (f) "Nighttime", unless otherwise specifically noted, means the hours from 9:00 p.m. to 8:00 a.m.

Sec. 11.3. Noise prohibitions.

- (a) It shall be unlawful for any person whether that person be a homeowner, Owner, tenant, firm, or corporation to cause a violation of this section or to allow on property that person owns or occupies or on property which that person has a right or license to occupy, any noise or sound level in violation of this section or any violation of this section.
- (b) Nothing in this section shall be deemed to abridge or conflict with the powers of the State of Maryland or of Prince George's County over noise control.

Sec. 11.4. Maximum permissible sound levels generally.

Except as otherwise provided in this section, a noise which emanates from any operation, activity, or source and which exceeds the maximum permissible sound levels established by the following subsection is prohibited. Any noise audible from a distance greater than the distance specified in this subsection is presumed to exceed the maximum permissible sound level.

- (a) Provided that the noise is not audible within any residential area, if the noise emanates from sources located within a nonresidential zone, the maximum permissible sound level is:

(1) Daytime:

- a. Any continuous noise audible from a distance of fifty (50) feet or less from either the source of the noise or the property that is the source of the noise.
- b. Any intermittent noise audible from a distance of the one hundred (100) feet or less from either the source of the noise or the property that is the source of the noise.
- c. Any impulsive noise repeated at least once within a five-minute period that is audible from a distance of one hundred fifty (150) feet or less from either the source of the noise or the property that is the source of the noise.

- (2) Nighttime: Any noise audible from a distance of fifty (50) feet or less from either the source of the noise or the property that is the source of the noise.

- (b) If the noise emanates from sources located within a residential use zone or if the noise can be heard within a residential use zone, regardless of its place of origin, the maximum permissible sound level is:

(1) Daytime:

- a. Any continuous noise audible from a distance of thirty (30) feet or less from either the source of the noise or the property that is the source of the noise.
- b. Any intermittent noise audible from either the source of the noise or a distance of fifty (50) feet or less from the property that is the source of the noise.
- c. Any impulsive noise audible from either the source of the noise or a distance of fifty (50) feet or less from the property that is the source of the noise.

- (2) Nighttime: Any noise audible from a distance of thirty (30) feet or less from either the source of the noise or the property that is the source of the noise.

Sec. 11.5. Exemptions for construction, repair or demolition of structures and facilities.

- (a) There shall be an exemption for noise above the maximum permissible sound levels outlined in this section if the noise is due to construction, repair, demolition of structures, facilities, or public roads or rights-of-way. Except for emergencies, this exemption shall not apply during the nighttime hours and on Sundays and Christmas Day.

- (b) Noise in excess of the noise limits specified in this section and emanating from power equipment for garden, lawn or trees, such as saws, drills, sanders, grinders, garden tools, and snow blowers, shall be permitted when such equipment is performing productive work during daytime hours and when the equipment is used in accordance with manufacturer's specifications.

Sec. 11.6. Maximum permissible sound levels for motor vehicle operations.

The use or operation of a motor vehicle within Cheverly West in such a manner as to exceed the maximum sound levels established by this section is prohibited.

Sec. 11.7. Enforcement.

- (a) Unless otherwise herein provided, before issuing an initial citation subjecting the violator to a fine or other penalty, the alleged violator or the Owner shall be advised verbally or in writing by an officer of the Association of the nature of the alleged violation and shall be warned and ordered to cease the violation and not repeat it or else be subject to fine or other penalty. If such alleged violator or Owner fails to cease the violation or should repeat a violation, then a citation subjecting the violator or Owner to a fine or other penalty shall be

issued. No warning need be issued if the source of the noise is a vehicle, or if a warning has been issued within the last seven (7) days to the alleged violator or Owner.

(b) The President of the Association shall issue such administrative orders and procedures as are required to implement this section.

Section 12 Peace and Good Order

With respect to Section Twelve (12) Peace and Good Order, Owners must comply with federal, state, and local ordinances. If Owners fail to comply with said Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities.

§ 12.1. Fireworks. – prohibited other than ground based.

§ 12.2. Youths on streets, etc., at night.

§ 12.3. Begging and soliciting.

§ 12.4. Games of chance.

§ 12.5. Prostitution; illegal and immoral places; etc.

Sec. 12.1. Fireworks.

Except when authorized by the president of the Association, it shall be unlawful for any person to explode or set off any fireworks at any time, and no fireworks shall be sold within the Association.

Cross reference--Fire prevention, Section 7

Sec. 12.2. Youths on streets, etc., at night.

It shall be unlawful for the youth of the Association to be in the streets at unreasonable hours of the night, except in accordance with regulations established by the President of the Association.

Sec. 12.3. Begging and soliciting.

It shall be unlawful for a person to beg from other people in the Association, on the streets or public property of the Association or any other property open to the public.

Sec. 12.4. Games of chance.

(a) It shall be unlawful for any person or persons, firm, corporation, company or Association of individuals to set up or operate any game of chance, gambling table, horse parlor, lottery or gambling device or scheme of any description within the Association except that the President of the Association may, at their discretion, and not in conflict with the ordinances of Prince George's County, authorize games of chance to be conducted by nonprofit groups for charitable purposes.

Sec. 12.5. Prostitution; illegal and immoral places; etc.

It shall be unlawful for any person or group of persons to engage in prostitution or solicitation therefore, to keep, maintain or to be found in a disorderly house, a house of assignation, a gambling house, a bawdy house or a house for any other illegal or immoral purpose in the subdivision, or to knowingly lease or let a house or part thereof for such purpose.

Section 13 Signs and Advertising Devices

With respect to Section Thirteen (13) Signs and Advertising Devices, Owners must comply with federal, state, and local ordinances. If Owners fail to comply with said Ordinances, the Association may take action as set

forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities.

§ 13.1. Application of county code to signs in the Association.

§ 13.2. Signs in public rights-of-way.

§ 13.3. Local requirements.

Sec. 13.1. Application of county code to signs in the Association.

The provisions of division 32, "Sign Regulations," subtitle 27, "Zoning" of the Prince George's County Code of 1975 and all amendments thereto, shall govern the erection, location, placement, maintenance, size, quality and display of all signs in The Association, as well as the remaining further requirements set forth elsewhere in Section 13.

Sec. 13.2. Signs in public rights-of-way.

(a) Except as otherwise provided in this section, no person shall paint, mark, write on, post or otherwise affix any handbill or sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamppost, hydrant, tree, shrub, tree stake or guard, electric light, power or telephone pole or wire appurtenance thereof, or any other fixture of the fire alarm or police system, or upon any lighting system, public bridge, street sign or traffic sign.

(b) Nothing in this section shall apply to the installation of a metal plaque or plate, or individual letters or figures in the sidewalk commemorating a historical, cultural or logistic event, location or personality for which the Association has provided authorization. (c) Nothing in this section shall apply to the painting of house numbers upon curbs.

Sec. 13.3. Local requirements.

(a) The President of the Association may issue regulations concerning signs and advertising devices.

(b) Temporary real estate directional signs may be placed in public rights-of-way behind the curb line. Only one directional sign may be placed on 59th Place or Beecher Street, with such sign restricted to the intersection of a street leading to the property unless additional signs are specifically authorized by the President of the Association. The directional sign must be made of a rigid material, such as metal, cardboard or plastic, and be attached to a metal or wooden stake. Signs are not to be attached to trees, utility, street sign or traffic sign poles.

(c) In any residential zone an incidental sign indicating the accessory use of the dwelling may be erected, provided that such sign shall not be greater than two and one quarter (2.25) square feet in area and shall be affixed flat against the front wall of the dwelling or parallel with the front wall thereof at the front of an open porch or terrace. For home occupation purposes, the sign shall not be illuminated. No sign shall be illuminated with neon or flashing lights. Reflector-type signs may be used.

(d) Except for the provision of subsections (b), (c) and (d), and any regulations approved pursuant to this section, signs shall be displayed only on private property and not on the public right-of-way. Such signs shall be located at least twenty (20) feet from adjacent property lines. The maximum aggregate area of any sign or signs may not exceed six and three quarters (6.75) square feet per lot in any residential area.

(e) In all areas zoned for other than residential use within the Association, the county code shall govern as to signs on private property.

(f) No more than two (2) security signs, each not to exceed a total of sixty-four (64) square inches, may be posted on each Living Unit. Only one such sign may be posted forward of the plane of the residence and must be located at the front door or in the shrubbery within twelve feet (12') of the front door. A second sign may be posted in the rear yard.

Section 14. Streets, Sidewalks and Other

With respect to Section Fourteen (14) Streets, Sidewalks, and Other, owners must comply with federal, state, and local ordinances. If owners fail to comply with said Ordinances, the Association may take action as set

forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities

§ 14.1. Private lampposts and lights over street or sidewalk; abatement

§ 14.2. Violations and penalties

Sec. 14.1. Private lampposts and lights over street or sidewalk; abatement.

No private lamppost or other lamp support or light shall be installed over any street or sidewalk within the corporate limits of the Association without the consent of the President of the Association or his/her designated representative. Any installation in violation of this section shall be removed by the Association at the cost of the offender.

Sec. 14.2. Violations and penalties.

(a) Stop orders:

(1) Whenever any work is being done in violation of the provisions of this section or the terms of a public works agreement or in variance with the term of any permit, the President of the Association or his or her duly authorized representative may order all or part of the work on the job stopped until such violation or variance is eliminated and the work or installation made in violation of this subtitle is corrected. Such stop order, if oral, shall be followed by a written stop order within twenty-four (24) hours (excluding Saturday, Sunday or holidays).

(2) It shall be unlawful to do or perform any work in violation of such stop order, except as may be necessary to prevent injury or damage to persons or property or to correct the violation.

(3) The stop order shall contain, or be accompanied by, a written notice indicating that there is a right to a hearing within a reasonable time before the President of the Association or his or her designee. Such request for a hearing may be filed in writing or in person at the Association office. The owner, contractor or permittee affected by such stop order shall be entitled to such hearing as quickly as feasible, but at least within twenty-four (24) hours of receipt of such request for hearing by the President of the Association. The President of the Association, or a designated impartial member of his or her staff who has or is delegated authority to act, shall afford the owner or permittee a fair hearing with an opportunity to present evidence or testimony relevant to the stop order. The owner or permittee shall be afforded reasonable notice of the time and place of the hearing at the time of the request in person, or by telephone or other appropriate means if the request is forwarded in writing.

(b) Damage assessment.

(1) Restoration and repair of public or private property or public rights-of-way, as outlined in Section 14-12 of this section, must be completed within ten (10) days of notification by the Association. Failure to comply with such notice may result in repairs being performed by the Association and a lien for the costs of such being placed against the property owner or the person or entities responsible for such damage.

(2) It shall be the duty of the President of the Association or his or her designee to notify the owner or owners, the drivers of vehicles or persons who cause damage and their employers, employees, contractors and principals, as well as developers and contractors or person or persons in possession of any real estate the development of which has caused damage to a public right-of-way, to restore such right-of-way within ten (10) working days, inclusive of Sundays and holidays, after the date of such notice. Unless cause to the contrary be shown by filing objections in writing with the President of the Association on or before the expiration date of such notice, upon failure to repair such damage within the time specified, the damage may be repaired by the Association and the cost hereof to be charged to him/her/them/it.

(3) The Association shall review objections to Sections 14.2 (a) and 14.2 (b), and advise in writing such person(s) having voiced objection(s) within ten (10) days of the receipt of the objections as to the result of this review. A person may file an appeal, which must be in writing. Such appeals shall be filed within ten (10) working days of the decision by the Association. Hearing requests shall be on forms provided by the Association and shall be filed with the President of the Association, who will notify the appellant in writing of the time and place set for

the hearing. A hearing shall not operate to stay the action of the Association unless the President of the Association stays the action for good cause shown. Within thirty (30) days of the filing of the notice of hearing, the President of the Association or his designee shall conduct a hearing at which time an opportunity shall be given to both the person aggrieved and the Association staff to present evidence. The hearing shall be open to the public and records and minutes shall be maintained at all such hearings. Within ten (10) days after the hearing, the President of the Association and his/her designee shall make a finding as to the reversal, modification or affirmation of the action complained of and shall issue a finding in writing and provide a copy thereof to the person aggrieved.

(4) In the event the appellant or appellants fail to abide by the decision or if such damage is not repaired within the time specified in the notice and no written objection has been filed, or written objection(s) has been filed and overruled, then the Association shall cause the damage to the right-of-way to be repaired and may incur the necessary expense in so doing and shall place a charge against the proper person or persons for such costs and proceed to collect the same by entering same on the tax records upon such real estate, or by suit if deemed necessary, or both.

Section 15 Swimming Pools

With respect to Section Fifteen (15) Swimming Pools, owners must comply with federal, state, and local ordinances. If owners fail to comply with said Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities

§ 15.1. Adoption of County regulations, ordinances and codes by reference.

§ 15.2. Definitions.

§ 15.3. Permits.

§ 15.4 Hot Tubs/Spas

Sec. 15.1. Adoption of County regulations, ordinances and codes by reference.

The pertinent regulations, ordinances and codes of Prince George's County concerning the maintenance, operation, design and construction of public and private swimming pools (including community swimming pools within residential zones) are hereby adopted as the basic swimming pool requirements for the Association. In addition, the county regulations, ordinances and codes are supplemented by the following additional requirements.

Sec. 15.2. Definitions.

For the purposes of this section, the following terms are defined:

- (a) "Swimming pool" shall mean any artificially constructed, non-portable pool capable of being used for swimming, bathing or wading, having a depth of two (2) feet or more at any point.
- (b) "Private" shall mean that the pool is not open to the public, or that it is not publicly owned.
- (c) "Portable pool" shall mean a pool, which is not built into the ground, which can be moved from place to place, and which can contain water of a depth of two (2) feet or more.

Sec. 15.3. Permits.

- (a) No person shall commence the construction or alteration of any swimming pool or the excavation thereof unless such person first makes application to and obtains a permit for such work from the President of the Association.
- (b) Applications for permits shall be made in writing and signed by an Owner or a builder engaged by an Owner. Said applications shall be made on forms or blanks to be issued for the purpose by the President of the Association and shall be accompanied by a complete and detailed set of plans and specifications of the

swimming pool, including: plot plan with dimensions drawn to scale; pool dimensions; depth and volume in gallons; location and type of waste disposal system; structural calculations and details; relation of the pool to existing structures; distance from property and setback lines, and a copy of an approved county permit.

(c) All swimming pool plans and construction schedules must provide against diversion of surface water flow onto neighboring private or public properties, and must control dirt, mud and sediment flow so that none of these move onto neighboring private or public properties. It shall be the responsibility of the permit holder to provide against such possibilities during and after construction.

(d) All applications for a permit shall be accompanied by a permit fee prescribed by resolution of the President of the Association with the fee intended to be a nominal fee approximating permit review costs.

Sec. 15.4 Hot Tubs/Spas.

Exterior hot tubs or spas must be located in the rear yard adjacent to the dwelling unit, and screened. The incorporation of hot tubs as an architectural feature of decks and/or patios is encouraged. The exterior finish of an elevated hot tub should blend with the exterior finish of the home, deck or patio to which attached or most closely related. If required, based on Prince George's County regulations, Owner shall obtain a permit for such exterior hot tub or spa, and provide a copy of the approved county permit to the President of the Association. All applications for a permit shall be accompanied by a permit fee prescribed by resolution of the President of the Association with the fee intended to be a nominal fee approximating permit review costs.

Section 16 Vehicles and Traffic

With respect to Section Sixteen (16) Vehicles and Traffic, owners must comply with federal, state, and local ordinances. If owners fail to comply with said ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter, for applicable enforcement actions by federal, state, and local authorities.

§ 16.1. Legislative cross reference.

§ 16.2. Speed limits.

§ 16.3. Procedure for citation, attachment and impoundment.

§ 16.4. Residential area permit parking.

§ 16.5. Off-street parking and storage.

§ 16.6. Violations and penalties.

Sec. 16.1. Legislative cross reference.

The Maryland Vehicle Law, 1977, Titles 1, 2 and 11 to 27 of the Transportation Article of the Annotated Code of Maryland, and as it may be amended from time to time, applies to all vehicle operations and controls within the Association, Maryland. In addition, the following local regulations apply to vehicles and traffic within the Association.

(Ord. No. 20-77, 11-10-77)

Sec. 16.2. Speed limits.

No person shall drive a vehicle upon a highway, street or roadway within the corporate limits of the Association at a greater speed than is reasonable and prudent, having due regard to the traffic surface and width of the highway, and hazards at intersections and any other condition then existing. The speed of any vehicle on any highway, street or roadway shall not exceed twenty (20) miles per hour, except as may otherwise be indicated by official signs of the Maryland State Motor Vehicle Administration or the Association for the particular district, location or conditions.

(Ord. No. 20-77, 11-10-77)

Sec. 16.3. Procedure for citation, attachment and impoundment.

(a) Any vehicle may be attached, or removed and impounded by the Association if the vehicle:

- (1) Blocks the flow of traffic on any street;
- (2) Impedes the clearing of snow or other objects or materials from the streets;
- (3) Interferes with the accomplishment of the purposes of any emergency as defined by the President of the Association;
- (4) Is parked so as to obstruct any driveway, alley, sidewalk, fire lane or intersection;
- (5) Is parked on any street, alley or other public right-of-way or public place and is an inoperative, or is an abandoned vehicle as determined by the President of the Association or is reported stolen;
- (6) Has not moved in the public right-of-way for over seventy-two (72) hours after notice to move the vehicle is given;
- (7) Cannot legally be parked on the public rights-of-way within the Association;
- (8) Is in violation of any traffic law, ordinance or regulation and is adversely impacting the common good.

It shall be unlawful, within Cheverly West to:

- (a) Park any vehicle within fifteen (15) feet of a fire hydrant or within twenty-five (25) feet of an intersection.
- (b) Park any vehicle on or across any sidewalk, or to park in such a manner as to block any street, road, highway or alley or driveway.
- (c) Park any vehicle in the same place on any street, road or highway longer than seventy-two (72) consecutive hours without a permit issued by the President of the Association.
- (d) Drive or park any motor-powered vehicle, such as automobiles, motor scooters, motorcycles and trucks, or any trailer or heavy equipment, on any sidewalk, park strip, parkway or public park within the Association.
- (d) Perform any repair or work of any nature on any vehicle, except that of an emergency or minor nature, while said vehicle is parked or located on any street, avenue, way, alley or any other part of a public right-of-way.
- (e) Park or store within any area zoned R-55 on the street, at any time during the hours between 7:00 p.m. and 7:00 a.m. Monday through Saturday, at any time between 7:00 a.m. and 7:00 p.m. except temporarily, while actually loading or unloading persons or property or while associated with work being performed on the premises, and at any time on Sundays or holidays, any motor vehicle or vehicle that:
 - (1) is greater than eighty (80) inches in width, including all protrusions except side mirrors, and two hundred forty (240) inches in length from bumper to bumper;
 - (2) displays advertising;
 - (3) visibly carries equipment ordinarily used for the furtherance of any commercial enterprise;
 - (4) is visibly being used for storage; or
 - (5) is a boat, a non-motorized trailer, or a boat and trailer.

The President of the Association may grant a temporary permit for a vehicle not meeting the above requirements to park on a specific street, so long as the permit is not valid for more than seven (7) days, a resident of the Association makes proper application to the President of the Association, and the Association and the President of the Association determines that the following criteria are met:

- (1) The vehicle does not disrupt visibility or traffic flow;
- (2) The vehicle does not present a hazard to the public or Association property;
- (3) The vehicle is there by permission of one of the residents of the Association; and
- (4) No more than two (2) permits are granted to the same person in any calendar year.

(c) (d) AssociationAssociation

Sec. 16.4. Residential area permit parking.

(a) The President of the Association is hereby authorized by ordinance, resolution, or motion to designate public highways and other areas within the Association on which the parking of vehicles may be restricted, beyond a consecutive three-hour period between the hours of 7:00 a.m. and 10:00 p.m. on any day of the week or part thereof to vehicles bearing a valid parking permit issued pursuant to this section. This authority shall be

in addition to and may be exercised in conjunction with any other authority the President of the Association has to regulate the times and conditions of motor vehicle parking.

(b) As used in this section:

(1) "Residential area" shall mean a contiguous or nearly contiguous area containing public highways or parts thereof primarily abutted by residential property or residential and non-business property (such as schools, parks, churches, hospitals, and nursing homes), and designated as such by the President of the Association.

(2) "Commuter vehicle" shall mean a motor vehicle parked in a residential area by a person who is not a resident thereof.

(3) "Permit parking area" shall be designated as such by the Association.

(c) A residential area shall be deemed eligible for residential permit parking if, based on objective criteria established by the President of the Association, parking therein is or will be impacted by commuter vehicles between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, except holidays.

(d) In determining whether an area identified as eligible for residential permit parking shall be designated as a residential permit parking area, the President of the Association shall take into consideration the following factors:

(1) The desire and need of the residents for residential permit parking and their willingness to bear the administrative costs in connection therewith;

(2) The protection of the residents of such areas from unreasonable burdens in obtaining adequate parking adjacent to or close by their places of residence and securing access to their residences;

(3) The likelihood of alleviating traffic congestion, illegal parking, and related health and safety hazards;

(4) The probable reduction in hazardous traffic conditions resulting from use of streets in designated residential areas for the parking of vehicles by persons using other commercial, industrial, transit, or other-than-residential area;

(5) The possibility of a reduction in total vehicle miles driven in the Association and the resultant reduction in needed street maintenance and the resultant improvement of air quality;

(6) The preservation of the safety of children and pedestrians in residential areas;

(7) The protection of such residential areas from polluted air, excessive noise, the strewing of trash and refuse, and other environmental degradations caused by parking of nonlocal vehicles;

(8) The prevention of the excessive utilization of streets, roads, and highways in residential areas;

(9) The preservation of the residential nature of impacted areas;

(10) The proximity of public transportation to the residential areas; and

(11) The need for parking in excess of three (3) hours in proximity to establishments located therein and used by the general public for religious, health, or educational purposes.

(e) In order to determine whether a particular street, avenue, way or other location should be designated as a residential permit parking area, the President of the Association may conduct, upon his or her own initiative or upon a petition of a majority of the households in such areas addressed to the President of the Association, a public hearing, prior to the designation of a parking permit area, or prior to the withdrawal of such designation once it is established. The hearing shall be part of a public meeting of the President of the Association and shall be no more than one month after the action is initiated or petitioned. Advance notice of this type of hearing shall be given in the Association newsletter or other newspaper of general circulation within the Association. The notice shall clearly state the purpose of the hearing, the exact location and boundaries of the residential permit parking area under consideration, the reasons why such area is being proposed for designation as a residential permit parking area, and, if applicable, the proposed permit parking fee that would be charged. In addition to the published notice, a similar notification shall be mailed to every household, the identity of which can reasonably be established, within the area under consideration. During such hearing, any interested person shall be entitled to appear and be heard. No hearing shall be held and no area designated if it is not found to be an impacted area under subsections (c) and (d) of this section.

(f) At the conclusion of the hearing, the President of the Association shall decide, based on the record made at such hearing, whether or not to designate the area under consideration as a residential permit parking area or to remove the designation in the case of an established residential permit parking area. This action, if establishing or terminating a residential permit parking area, shall be taken in the form of an Association ordinance as provided for in the Association code.

(g) The President of the Association may issue appropriate permits and shall cause parking signs to be erected in the area, indicating the times, locations, and conditions under which unlimited parking shall be by permit only. A permit shall be issued upon application and payment of the applicable fee, only to the owner or

the operator of a motor vehicle who resides on property immediately adjacent to a street, avenue, way or other location within the residential permit parking area.

(h) The application for a permit shall contain the name of the owner or operator of the motor vehicle, residential address, the motor vehicle's make, model, registration number, and the number of the applicant's operator's permit. The motor vehicle's registration and operator's license may, in the discretion of the President of the Association, be required to be presented at the time of making said application in order to verify the contents thereof. The owner or operator of any motor vehicle applying for a residential parking permit shall have valid Maryland motor vehicle license tags, unless not legally required to have them. The permit shall be renewed annually upon such conditions and procedures as the President of the Association shall specify. The permit shall identify the motor vehicle, the area authorized and expiration date.

(i) Notwithstanding any provision of this section to the contrary, the holder of a residential parking permit shall be permitted to stand or park a motor vehicle for which a residential parking permit has been issued in the designated residential parking area during such times as the parking of motor vehicles therein is permitted. While a vehicle for which a residential parking permit has been issued is so parked, such permit shall be displayed so as to be clearly visible on the vehicle in a place set by the President of the Association. A residential parking permit shall not guarantee or reserve to the holder a parking space or a specific parking space within a designated residential permit parking area.

(j) A residential parking permit shall not authorize the holder thereof to stand or park a motor vehicle in such places or during such times as the stopping, standing, or parking of motor vehicles is prohibited or set aside for specified types of vehicles, nor exempt the holder from the observance of any traffic regulation other than the three (3) hour parking limit in the area for which a permit is held.

(k) The President of the Association is authorized to establish an annual residential permit parking fee to cover the administrative costs of permits issued pursuant to this section.

Sec. 16.5. Off-street parking and storage.

(a) Definitions (applicable only to this section of the code):

(1) "Camping trailer": A vehicle, not already included under the definition of a passenger vehicle, originally sold to the consumer for recreational purposes, which is self-propelled or capable of being towed by a passenger motor vehicle, and which provides facilities for temporary camping or sleeping, or both, including a unit designed to be carried by an open pickup truck. The term "camping trailer" includes "travel trailer," "camper," "recreational vehicle," "motor home" and "truck camper" and similar vehicles. A boat, a trailer for a boat, and any boat and trailer are not a camping trailer. If the wheels of a camping trailer are removed, except for repairs, it is deemed to be a building and subject to all regulations therefore.

(2) "Commercial vehicle": Any vehicle or motor vehicle, including a school bus, not qualifying as a camping trailer or passenger vehicle as defined in this section. A boat, any boat and trailer, or any trailer not fitting the criteria for a camping trailer above, is a commercial vehicle.

(3) "Motor vehicle": Any vehicle defined as a motor vehicle in the Maryland Transportation Code, provided it has a current license, registration, inspection and/or permit as required by the Maryland transportation article and is not abandoned or inoperable as defined in section 18 of this Code.

(4) "Passenger vehicle": Any motor vehicle, except a boat, that is no more than eighty (80) inches in width including all protrusions except side mirrors, and no more than two hundred forty (240) inches in length from bumper to bumper, displays no advertising, does not visibly carry equipment ordinarily used for the furtherance of a commercial enterprise and is not visibly being used for storage.

(5) "Unpaved area":

a. Any parking surface, not covered either completely or in parking strips, by asphalt, brick, block and/or concrete. The parking surface or parking strips, to so qualify as a parking surface, must run for at least the length of any vehicle parked above it and all of the wheels of the vehicle parked on it must be in contact with the asphalt, brick, block and/or concrete.

b. It shall be a valid exception to the above definition if the owner of the unpaved area has covered the area with gravel and said owner proves that such covering over the land predated May 24, 1987, and proves that such covering has been continuously maintained up to the date of enforcement of this section.

(6) "Vehicle": Any device defined as a vehicle in the Maryland Transportation Code, provided it has a current license, registration, inspection and/or permit as required by the Maryland transportation article and is not abandoned or inoperable as defined in section 18 of this Code.

(7) "Yard": Open space located on the same lot with a building or group of buildings between the building or outer building of a group and the nearest lot or street line and unoccupied and unobstructed from the ground upward, except as provided in these regulations.

a. Front yard: Yard extending across the full width of lot between the front street line (or proposed front street line) and the nearest line of the building or enclosed portion thereof. The depth of yard is the shortest horizontal distance between the front existing or proposed street line and the nearest point of building or enclosed portion thereof.

b. Rear yard: Yard extending across the full width of lot between the rear lot line and the nearest line of building, porch or projection thereof. The depth of yard is the shortest horizontal distance between the rear lot line and the nearest point of building, porch or projection. When the rear lot line is less than ten (10) feet long or if the lot comes to a point at the rear, the depth of rear yard is measured to an assumed rear lot line as defined under "Lot Line, Rear" in the Prince George's County Code.

c. Side yard: Yard between the side lot line or side street line (proposed side street line if such line falls within the lot) and the nearest line of building, porch or projection thereof extending from the front yard to the rear yard, or in the absence of either such yards, to the front street line and/or rear lot line. The width of side yard is the shortest distance between the side lot line and the nearest point of building, porch or projection.

d. Parking and storage conditions in residential detached single-family housing area (county zoning R-55) of Cheverly West. Vehicles may not be parked or stored on private property in residential, detached, single family housing areas (county zoning R-55) except as listed in the following:

(1) Front yard areas:

a. Passenger vehicles.

(2) Side and rear yard areas:

a. Passenger vehicles.

b. Not more than one (1) commercial vehicle not to exceed the manufacturer's gross vehicle weight specification of eighty-five hundred (8500) pounds, which may contain no advertising other than a firm name or similar designation in lettering not exceeding four (4) inches in height, but excluding vehicles exceeding three hundred (300) cubic feet of load space, stake platform trucks, dump trucks, crane or tow trucks, or vehicles with dual rear wheels.

(3) The President of the Association may grant one (1) exception per residence to the above front yard requirements and allow a vehicle or motor vehicle that is not a passenger vehicle, as defined above, to park in the front yard when they determine, after reasonable notice and a public hearing, that the following criteria are met:

a. The applicant for such exception is a resident of the Association;

b. The strict observance of the above front yard requirements would cause undue hardship to the resident;

c. The neighboring property occupants have been given opportunity to be heard; and

d. The granting of the exception is not in conflict with the existing county parking and storage ordinances.

Sec. 16.6. Violations and penalties.

Violation of this guideline is considered to be a less serious infraction and as such the Association will assess the penalties. Any person, firm or corporation violating or failing to comply with any section of this section shall, upon conviction, be fined not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100.00) for each offense.

(a) Each day on which any such violation shall continue shall constitute a separate offense.

(b) The standards herein contained shall also be enforceable by suits for injunction, damages or other appropriate legal action.

Election. Unless a separate procedure is provided for in this section, the following procedures apply to violations of this section:

(1) Election by person receiving citation.

a. Within fifteen (15) days after the date of the citation, the person receiving a citation under this section shall:

1. Pay the amount indicated on the violation directly to the Association; or

2. Elect to stand trial for the violation.

b. An election to stand trial shall be made by sending a notice of intention to stand trial to the Association within fifteen (15) days after the date on the citation.

c. Upon the failure of the person cited to elect within fifteen (15) days, the fine for the violation shall double.

Section 17: Exteriors

With respect to Section Seventeen (17) Exteriors owners must comply with federal, state, and local ordinances. If owners fail to comply with said Ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities.

In addition, the following provisions relating to property exteriors within Cheverly West shall apply:

- Bed sheets, plastic sheets, tablecloths, towels, newspapers, or other similar window treatments shall not be hung or placed in or on any window within the Living Unit.
- All yard sprinkler and irrigation systems shall be subject to approval of the ARB.
- No window air conditioning units may be installed in any Living Unit.
- Extensions, modifications and additions to driveways are prohibited without the prior approval of the ARB, and will be considered only if there is no adverse aesthetic or drainage impact on adjoining Living Units or common area. Additions or modifications must be of the same materials as the existing driveway.
- Seasonal holiday lighting may be displayed during the period beginning three weeks before and ending one week after the holiday season.

Section 18: Design Guidelines

With respect to Section Eighteen (18) Design Guidelines, owners must comply with federal, state, and local ordinances. If owners fail to comply with said ordinances, the Association may take action as set forth under Section Nine (9) Association Infractions and/or may refer this matter for applicable enforcement actions by federal, state, and local authorities.

In addition to the above noted design requirements, the Association is responsible for the administration and enforcement of all covenants that are applicable to property owners, to include further design standards and restrictions. Responsibility for the enforcement of design standards shall be exercised through the Architectural Review Board ("ARB"), the members of which shall be appointed by 59th Avenue Associates, LLC until such time as the rights of 59th Avenue Associates, LLC are assigned or expire, or terminated by a written instrument executed by 59th Avenue Associates, LLC. At such time the Board of Directors shall appoint at least three members who shall serve and may be removed and replaced at the discretion of the President of the Association.

The Architectural Review Board shall have broad authority over design matters.

No construction or development activities, including, without limitation, staking, clearing, excavation, grading or other site work, shall be commenced or maintained on any Living Unit or the Community Property, no

building, structure or other improvement of any kind, including, without limitation, fences, walls, mailboxes and decks, shall be commenced, erected or maintained within the Property, and no exterior addition, change or alteration of any nature to the Living Units or other existing improvements within the Property, including, without limitation, changes in color, changes or additions to driveway or walkway surfaces and landscaping modifications (including, without limitation, the removal of trees and shrubs planted by the Community Founder or Participating Builders) (hereinafter, individually and collectively referred to as "Improvements"), shall be made until and unless the requirements of this Section 18 Design Guidelines has been fulfilled.

59th Avenue Associates, LLC may establish Design Guidelines to provide guidance to Owners and builders regarding matters deemed to be of relevance or importance in considering applications for design approval. The Committee shall review and approve or disapprove applications submitted by lot owners for visible exterior additions, alterations or modifications to a home or lot. The Committee's review process shall be governed by the Design Guidelines established by the 59th Avenue Associates, LLC.

As part of its responsibilities, the ARB may make recommendations to 59th Avenue Associates, LLC.

Alterations Requiring Review and Approval by the Architectural Review Board ("ARB")

Essentially, all changes, permanent or temporary, to the exterior appearance of a building or lot are subject to review and approval by the ARB. The review process is not limited to major additions or alterations, such as adding a room, deck, or patio. It includes such minor items as changes in color and materials. Approval is also required when an existing item is to be removed.

Landscape improvements will require an application. This includes foundation plantings, new planting beds, and single specimen plantings. In general, landscape replacements are exempt from the design review process.

The following two items comprise exceptions to design review matters at the discretion of the ARB.

1. Building exteriors may be repainted or re-stained provided that there is no color change from the original. Similarly, exterior-building components may be repaired or replaced so long as there is no change in the type of material and color.
2. The installation of eight (8) or fewer "path lights" will not require an application. The installation of nine (9) or more "path lights" will require an application.

If there is any doubt as to whether or not a proposed exterior change is exempt from design review, and approval, homeowners should first seek clarification from the ARB before proceeding with the improvement.

DESIGN REVIEW CRITERIA

There is an advantage to design standards and guidelines providing definitive "do's and don'ts." Such specificity provides clear guidance to homeowners as to whether or not contemplated improvements will be permitted.

To the extent possible, specificity has been incorporated in the design standards. However, total specificity is neither possible nor desirable. The appropriateness and acceptability of particular improvements, particularly those of a major nature, may depend on a number of circumstances and factors that must be documented and evaluated on a case-by-case basis. An improvement that is appropriate for one type of housing, lot size and location may be inappropriate in another situation.

The ARB may consider, but shall not be restricted to consideration of, visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines and architectural merit. In many instances, decisions will be based solely on aesthetic considerations and each applicant acknowledges that determinations as to such matters may be highly subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The criteria listed below provide the basis for both the development of design guidelines and the evaluation of individual design proposals by the ARB.

1. Design Compatibility. The proposed modification or improvement should match the architectural characteristics of the applicant's house, and be compatible with adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, and similar use of materials, color and construction details.
2. Scale. The scale of the proposed improvement should relate to the size of the applicant's home, the location and size of the lot, adjoining homes and surroundings. This criterion applies to both structural and landscape modifications.
3. Impact on Neighbors. The proposed improvement should relate favorably to the landscape, the applicant's home, adjacent homes and the neighborhood. Consideration will be given to both visual and functional impacts on neighbors. Visual impact refers to the aesthetic appearance of the proposed improvement, which includes consideration of design quality, scale, location and architectural compatibility. Functional impact refers to such concerns as view, sunlight, ventilation and drainage. Examples of adverse functional impacts include structural additions that would cause a material loss of sunlight or ventilation to a neighboring dwelling, and an alteration in topography that would change natural drainage patterns to the detriment of a neighboring property. Adjacent lot owners must be notified of proposed improvements and must acknowledge such notification by signing the design review application before it is sent to the ARB.
4. Color and Materials. Continuity or compatibility of color and finishing materials with the original construction and surrounding dwellings will be a specific consideration in evaluating the appropriateness of proposed improvements.
5. Relationship to Environment. Proposed improvements should not have a negative impact on the natural environment. The removal of trees or other vegetation, grading and other topographical alterations will be assessed for potential adverse impacts, such as material change in the rate and/or direction of storm water run-off and soil erosion.

The forests of the Association are comprised of more than trees alone. The trees may dominate, but the understory (smaller plants, seedlings and groundcover) is an integral component of the ecology of the forest and must be considered whenever management decisions are made. Without these other components, the quality of the forests and wildlife habitat would be severely diminished. As the forests become increasingly fragmented by new construction, each piece of preserved area, regardless of size or shape, becomes exceedingly important.

It may look nice to some residents to clear the understory and plant grass, but this type of landscape program is devastating to the forest, trees and environment. Turf offers little or no wildlife value compared to the diversity of plants removed for its installation. Turf contributes to local and regional pollution by increasing run-off, burning of fossil fuels by mowers, and requiring the disposal of clippings.

Clearing or grading for the installation of grass and other landscape plants destroys the existing plants and damages the trees that remain. Removal of leaves and other fallen debris interrupts the natural cycling of nutrients and water and stresses the remaining trees. Digging or tilling devastates the root systems of trees and causes their decline. Placing soil or fill in these areas smothers the root systems of trees, causing them to weaken over time.

These guidelines have been established to protect and maintain the forests in undisturbed areas as naturally as possible without compromising the safety of residents.

6. Floodplain, Wetland or Buffer Impacts. No improvements will be approved which encroach or alter any floodplain, wetlands and/or associated buffers ("Regulated Areas") platted on a lot. Clearing, grading and

planting within these Regulated Areas is strictly prohibited.

7. Misc. Guidelines:

Attic Ventilators

Attic ventilators and turbines are permitted if painted to match the color of the roof (if roof mounted) or the color of the house siding or trim (if mounted on a gable end). Ventilators and turbines should be mounted on the least visible side of the ridgeline so as to minimize their visibility and should not extend above the roofline.

Awnings.

In general, exterior awnings are discouraged unless demonstrated to be clearly compatible with the architectural design and qualities of the home, and screened from the view of adjoining neighbors due to the proposed location of installation. Awnings will be approved only if the proposed location is on the rear side of a dwelling unit and not visible from a street. If approved, awnings must meet the following criteria.

1. They should be of a plain design without decorative features, such as scallops, fringes, etc.
2. Solid colors that are compatible with the color scheme of the house should be used, rather than stripes or patterns.
3. They should be consistent with the visual scale of the house to which attached.
4. Pipe frames or structural supports for canvas awnings (or similar material) should be painted to match the trim or dominant color of the house.

Decks/Gazebos.

The ARB must approve ALL decks and/or gazebos. Homeowners are advised to consider the following factors:

1. Location. Decks and gazebos should be located in rear yards, and decks should not extend beyond the side planes of the residence to which they are attached.
2. Scale and Style. The scale of all decks and gazebos shall be compatible with the scale of the house as sited on the lot. Decks should be of a scale and style that are compatible with (i) the home to which attached, (ii) adjacent homes and (iii) the environmental surroundings.
3. Under Deck Storage. Generally, decks elevated above the level of the first floor living area of the residence will not be permitted. Elevated decks have an under deck area which can have a negative visual impact on adjoining neighbors, particularly when used as an informal storage area. The underside of all decks and entrance platforms shall be screened if the deck or platform is 18" (inches) or more above grade level. Landscaping material shall be shrubbery of the evergreen variety and a minimum of 18" (inches) high. Shrubby shall be spaced no more than 3' (feet) apart. Lattice may be substituted with compatible finish.
4. Deck Railings. Deck railings may not exceed 4'-0" in height, measured from the deck floor to the top of the uppermost horizontal member. These design guidelines are to establish aesthetic standards only and the applicant is to notify the ARB if a regulatory agency requires a modification to comply with Federal, State, County, or Construction Industry standards ("Codes") relating to structural design or safety matters.
 - a. All cross section dimensions for lumber are described and shown in nominal sizes (deduct approximately 1/2" for actual size).
 - b. All stair railings will match the deck railings.
 - c. Posts to be either 4" x 4" or 6" x 6" square section.
 - d. Posts can be installed behind or in front of the deck fascia board.
 - e. Posts to be spaced no less than 4'-0" apart (center to center) and no greater than 8'-0" apart (center to center). All posts to be spaced evenly.

- f. All pickets to be 2" x 2" nominal square section (no turning). All pickets to be spaced evenly.
- g. Pickets to be spaced no greater than 5 1/2" apart center to center (i.e., 4" space between pickets) and no less than 3 1/2" apart center to center (i.e. 2" space between pickets). The maximum dimension may have to be reduced if required by Codes.

Finish: Decks must be constructed of good quality exterior grade wood and left a natural finish or stained to match house color and trim. The railing and lattice components of decks must be painted, stained or clear coat sealed and all colors must be coordinated with the house color and trim.

Exterior Lighting.

Except for the addition of a small motion sensitive sensor to a light fixture mounted on the home, lighting which is part of the original structure may not be altered without prior approval of the ARB. Proposed replacement or additional fixtures must be compatible in style and scale with the applicant's house. No alteration of the carriage lamp installed by the builder shall be allowed.

No exterior lighting shall be directed outside of the applicant's property. Proposed additional lighting shall not be approved if it will result in an adverse visual impact to adjoining neighbors due to location, wattage or other features.

Floodlights (maximum 2 bulbs per house) may only be attached to the rear elevation of house and are to be positioned not to cause glare to neighbors or vehicular traffic. Ground level decorative flood lights (i.e., former model) lights are not allowed.

Flagpoles.

Permanent, freestanding flagpoles are prohibited. Two temporary flagpole staffs that do not exceed six feet in length and are attached at an incline to the wall or pillar of the dwelling unit do not require approval by the ARB. Seasonal, holiday, and decorative flags and the United States of America and Maryland State flags are permitted to be displayed.

Grills (Permanent).

Permanent grills must be placed in the rear yard of the house and as far as practical from the adjacent property lines.

Security Bars

In general, the use of security bars or grates on windows and doors will be prohibited. Exceptions may be made where the security apparatus will not be visible from the street and from adjoining properties. Homeowners concerned about the security of their residence are advised to consider alternatives, including alarms and sophisticated lock systems.

Section 19: The Association's For Sale Procedures

The President of the Association has approved a program for handling home sales at the Association. This program provides a straightforward, comprehensive means of controlling excessive signage that can clutter and spoil an otherwise beautiful streetscape.

To best meet the needs of homeowners, builders, brokers, and prospective buyers, the marketing of resale properties has been streamlined for simplification and aesthetic purposes. This program controls the type and amount of signage in the community. The program is designed to alleviate some of the work and worry involved in placing your home on the market.

One sign may be placed on each lot, which is for sale and/or rent. A sign may read "Home for Sale", "Home for Rent" or "Home for Sale or Rent". All signs will have space for one telephone number.

A red colored "Open Today" placard is provided with the "Home for Sale" sign. The "Open Today" placard is to be placed on the signpost only during open house hours. All signs are provided by the Association.

There is a refundable deposit of \$100.00 per sign. After notification that the sign is no longer needed, it shall be returned, and the reimbursement process started. Reimbursement takes approximately four (4) weeks after removal of the sign. Should the sign be missing for any reason, the deposit will not be refunded.

In addition to signage, the President of the Association will provide a "Resale Register" which list properties for sale or rent. Inclusion on the register simply requires that necessary information be provided to the Association.

The Resale Register is updated every Thursday, or may be updated on an as-needed basis. Any changes or new information must be submitted to the Association by 5:00 P.M. on Wednesday. No handwritten changes will be allowed.

The Resale Register is available at all times by contacting the Association. A member of the Association will inspect all homes for sale for violations. In the event that a violation is found, the owner will be notified in writing. The violation will also be entered on the resale document until such time as the violation has been remedied.

The quick and efficient transfer of resale property without cluttering the landscape with numerous directional and resale signs is a concern to all of us. We have put much thought and consideration into the operation of this resale program to best support and benefit the Association and the community.

Violation of this guideline is considered to be a lesser infraction and as such the Association will assess the penalties. Any person, firm or corporation violating or failing to comply with any section of this section shall, upon conviction, be fined not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100.00) for each offense.

- (a) Each day on which any such violation shall continue shall constitute a separate offense.
- (b) The standards herein contained shall also be enforceable by suits for injunction, damages or other appropriate legal action.

Section 20: Responsibilities and Procedures of Landscape Maintenance Specifications

Mowing

Owners are required to cut grass before exceeding a height of seven (7) inches. Mowing should begin in April and conclude in November. Wet, clumped, and unsightly clippings are raked and removed from the site after each cutting.

Grass Edging

Owners are required to edge grass areas around sidewalks two (2) times per year. Additionally, owners are required to edge plant bed areas two (2) times per year.

Fertilization

HOA will provide grass fertilization (4) times per year: once in April, once in May, once in September, and once in October. The HOA will acquire a specified fertilizer from Merrifield Garden Center or another garden center. For trees and shrubs in common areas, which consists of property between the street and the sidewalk, fertilization will be completed once in the spring.

Weed Control

HOA will provide grass treatment once in the spring and once in the fall with a selective pre-emergent herbicide for weed control including crabgrass control. All other weed control is preformed through continual herbicide applications where needed. No other blanket spreading of chemicals over large areas is used, unless pests are at critical levels. All tree, shrub, and flowerbeds are weeded by hand as needed.

Pruning

The HOA will provide pruning for common areas, which consists of property between the street and the sidewalk, once in May-June and will be done according to standard horticultural practice. A second pruning will occur in July-August and then once again in September-October. Owners are required to prune private property as needed, albeit HOA will have the discretion to prune individual properties if, in the HOA's assessment, this has not been handled in an adequate manner.

Leaf Removal

Leaf removal will be handled by individual property owners, unless the HOA elects to handle this in a collective manner.

Mulching

The Association will provide mulch for Common Areas twice per year, once in the spring and once in the fall. One (1) to two (2) inches of mulch are applied per application. If deemed necessary, old mulch will be removed before new mulch is provided. Owners are required to mulch private property as needed, albeit HOA will have the discretion to mulch individual properties if, in the HOA's assessment, this has not been handled in an adequate manner.

Insect and Disease Treatment

HOA will treat insects and disease through an IPM (Integrated Pest Management) system and performed on an as-needed basis which is dependent in part on homeowner requests. No blanket spraying of chemicals-without prior pest identification and monitoring- is performed.

Overseeding of Common Area

Common areas in the community will be over seeded yearly by HOA. This should occur in the fall using a thin layer of Leaf Grow as well as a blend of grasses. The Association will acquire specified grass seed from Merrifield Gardens, or another garden center, or work with a contractor.

Overseeding

One half of every property in the community will be over seeded yearly by owners. This should occur in the fall using a thin layer of Leaf Grow as well as a blend of grasses. The Association may acquire specified grass seed from Merrifield Garden Center, or another garden center, or work with a contractor to do so. HOA will have the discretion to overseed individual properties if, in the HOA's assessment, this has not been handled in an adequate manner.

Not Included

The Association is not responsible for-and the homeowner is responsible for-watering, replacing dead plants, maintenance of pre-existing trees, and removal/relocation of wild animals. The HOA

will have the discretion to maintain individual properties if, in the HOA assessment, this has not been handled in an adequate manner.

Violation of this guideline is considered to be a lesser infraction and as such the Association will assess the penalties. Any person, firm or corporation violating or failing to comply with any section of this section shall, upon conviction, be fined not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100.00) for each offense.

- (b) Every three (3) days on which any such violation shall continue shall constitute a separate offense.
- (c) The standards herein contained shall also be enforceable by suits for injunction, damages or other appropriate legal action.

ARTICLE VII: Powers of the Declarant During Initial Marketing and Development of Property

Section 1. Declarant reserves the right to store building supplies, construction equipment and other similar property on any Lot it owns and/or the Common Area until the completion of construction of all improvements by Declarant, its successors or assigns, on all Lots on the Property.

Section 2. Declarant may construct, maintain and operate a real estate sales and construction office, model home, displays, signs and special lighting on any part of the Common Area or on any Lot it owns until the completion of construction or all improvements by Declarant, its successors or assigns, on all Lots on the Property.

Section 3. Declarant, for itself, its successors and assigns, reserves an easement on, over and under the Common Area for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property and the Lots therein, including, but not limited to, the right to lay, install, construct, and maintain pipes, drains, mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, storm water management ponds, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time.

Section 4. Declarant, for itself, its successors and assigns, reserves the right to grant any necessary easement rights to any utility or contracting company over the Lots and Common Areas, as required by the utility or contracting company, any government agency, or as determined by the Declarant, from time to time.

Section 5. All owners and occupants shall abide by this Amended and Restated Declaration, the By-Laws and any rules and regulations adopted by the Association.

ARTICLE VIII: Duties and Powers of the Association

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain and otherwise manage all of the Common Area and its facilities, improvements and landscaping thereon, and all other property acquired by the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Common Area.
- (c) Have the authority to obtain, for the benefit of the Common Area, all water, gas, sewer and electric service and refuse collection, and to pay for such services.
- (d) Grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Lots.

- (e) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association. Without limiting the foregoing, the Association may employ a property management company and pay reasonable compensation for such services.
- (f) Contract for and pay fire, casualty, liability, director and officer liability, and other insurance insuring the Association, Board of Directors and Owners with respect to the Common Area.
- (g) Contract for and pay maintenance, gardening, grass cutting, utilities, materials and supplies, and services relating to the Common Area, and other properties within the jurisdiction of the Association subject to the provisions of this Amended and Restated Declaration, and to employ personnel necessary for the operation of the project, including legal and accounting services, and including, trash collection and snow removal.
- (h) Impose fines for failure to comply with this Amended and Restated Declaration, By-Laws and rules of the Association. In the event of any failure of an owner to comply with the obligations imposed under the Amended and Restated Declaration, By-Laws or rules of the Association (other than the payment of assessments), which is not cured by the owner within ten (10) days after written notice of default is given by the Association, the owner shall be personally liable to the Association for a fine for such violation in the amount of \$25.00 per day per violation, unless waived by the Association.
- (i) Delegate its powers to its committees, officers and employees.
- (j) At the request of the public body authorized to accept such, dedicate those portions of the Common Area which are used for vehicular ingress and egress as public streets.
- (k) The Association shall have the authority to assign parking spaces.

ARTICLE IX: Parking

Section 1. Assignment of Parking Spaces. The Board of Directors may assign one or more parking spaces to each Lot. This assignment may be changes from time to time at the discretion of the President of the Association to accommodate the needs of Lot Owners and the best interest of the Association and the community.

ARTICLE X: Private Utility Company Disclosure

Pursuant to Section 14-117(b) of the Real Property Article of the Annotated Code of Maryland, as amended, Seller hereby notifies Purchaser(s) as follows:

“Notice to Purchasers of Real Estate in Prince George’s County” Front Foot Assessment. This property is subject to a fee of assessment that supports to cover or defray the cost of installing or maintaining all or part of the public water or wastewater facilities constructed by 59th Avenue Associates, LLC.

This fee or assessment is \$ _____, payable in January of each year to _____ whose address is _____ (hereinafter called “Lien holder”), until December 31, 2045. There may be a right to prepayment or discount for early payment that may be ascertained by contacting lien holder. This fee or assessment is a contractual obligation between the lien holder and each owner of this property and is not in any way a fee or assessment by Prince George’s County.

ARTICLE XI: General Provisions

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Association 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 wise affect any other provisions, which shall remain in full force and effect.

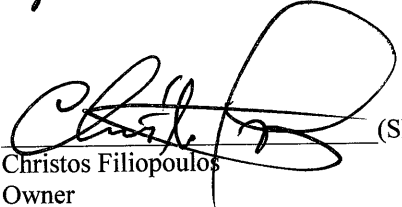
Section 3. Duration and Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended and Restated Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy five (75%) percent of the Owners, and thereafter, by an instrument signed by not less than two thirds (66.7%) of the Owners. Any amendment must be recorded. In addition, the Class B members shall have the right, without the necessity of obtaining the consent of the Class A members, to modify or amend the Amended and Restated Declaration only if necessary, in the discretion of Class B members, to meet the requirements of any Federal, State, or local government agency relating to the development or financing of the property.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of the Lot Owners.

Section 5. Board of Directors. Officers shall be appointed in accordance with the Cheverly West Homeowners Association, Inc. Bylaws.

IN WITNESS WHEREOF, The undersigned, being an Owner has executed this Amended and Restated Declaration this 3rd day of Sept 2013.

By: _____

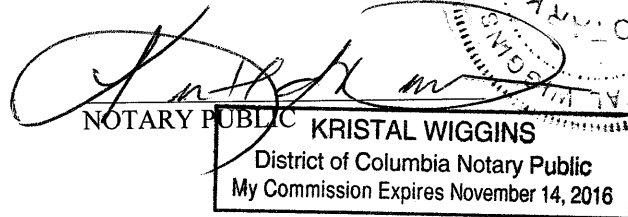
 (SEAL)
Christos Filiopoulos
Owner

STATE OF District of Columbia COUNTY OF WDC, to wit:

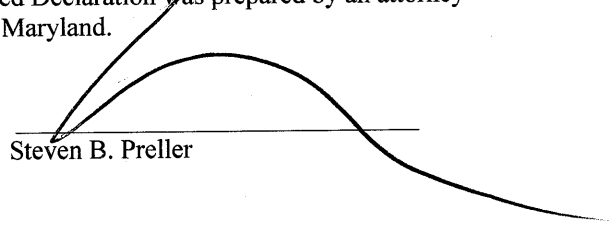
I HEREBY CERTIFY, that on this 3rd day of Sept, 2013, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Christos Filiopoulos, who made oath in due form of law that he is a an Owner as set forth in this Amended and Restated Declaration and that he is duly authorized to execute and to attest to this document as an Owner, and who acknowledged the execution of the foregoing document to be the free act and deed of said Owner.

AS WITNESS my hand and Notarial Seal.

My commission expires:



The undersigned certifies that the above Amended and Restated Declaration was prepared by an attorney admitted to the practice of law before the Court of Appeals of Maryland.


Steven B. Preller

IN WITNESS WHEREOF, The undersigned, being an Owner has executed this Amended and Restated Declaration this 3rd day of Sept, 2013.

By: _____

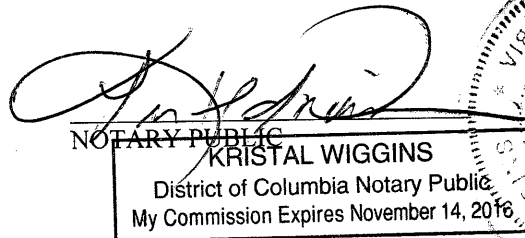
Phil D. Galiano (SEAL)
59th Avenue Associates, LLC
c/o Philip D. Galiano, Managing Member

STATE OF District of Columbia COUNTY OF WDC, to wit:

I HEREBY CERTIFY, that on this 3rd day of Sept, 2013, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared 59th Avenue Associates, LLC, c/o Philip D. Galiano, the Declarant who made oath in due form of law that said corporation is an Owner of Property as set forth in this Amended and Restated Declaration and that said corporation is duly authorized to execute and to attest to this document as Owner and it acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

My commission expires:



The undersigned certifies that the above Amended and Restated Declaration was prepared by an attorney admitted to the practice of law before the Court of Appeals of Maryland.

Steven B. Preller

35163 521

IN WITNESS WHEREOF, The undersigned, as PRESIDENT of Cheverly West Homeowners Association, Inc. has executed this Amended and Restated Declaration this 3rd day of Sept, 2013.

By: Philip D. Galiano (SEAL)
Philip D. Galiano
Cheverly West Homeowners Association, Inc.

STATE OF DC, COUNTY OF DC, to wit:

I HEREBY CERTIFY, that on this 3rd day of Sept, 2013, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Cheverly West Homeowners Association, Inc., Philip D. Galiano, who made oath in due form of law that he is authorized to act as PRESIDENT of Cheverly West Homeowners Association, Inc. as set forth in the August 3rd, 2013 Laws of Cheverly West Homeowners Association, Inc. and that said individual is duly authorized to execute and to attest to this document as PRESIDENT of Cheverly West Homeowners Association, Inc. and acknowledged the execution of the foregoing document to be the free act and deed of Cheverly West Homeowners Association, Inc.

AS WITNESS my hand and Notarial Seal.

My commission expires:

KRISTAL WIGGINS
District of Columbia Notary Public
My Commission Expires November 14, 2016

NOTARY PUBLIC

The undersigned certifies that the above Amended and Restated Declaration was prepared by an attorney admitted to the practice of law before the Court of Appeals of Maryland.

Steven B. Preller
Steven B. Preller

EXHIBIT A OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CHEVERLY WEST HOMEOWNERS ASSOCIATION, INC.

DESCRIPTION OF PROPERTY

Property One: BEING KNOWN AND DESIGNATED as Lots 13-24 and all other property contained in the subdivision known as "Section 3, Tuxedo" as per the plat thereof recorded among the Land Records of Prince Georges County, Maryland in Plat Book PM 230 at Plat 97, SAVING AND EXCEPTING Lot 12, Block C, Section 2 in the subdivision known as "Section 3, Tuxedo" as per the plat thereof recorded among the Land Records of Prince Georges County, Maryland in Plat Book PM 230 at Plat 97, consisting of approximately 10,314 square feet of space. Being in the 2nd Election District of said County.

Property Two: Property Two consists of a certain lot of land and being in the Subdivision called, TUXEDO, in Prince George's County, Maryland and being more particularly described at Lot Number Six (6) in Block Numbered One (1), according to a plat thereof recorded in Liber JWB5 at Folio 634; and re-recorded in Plat Book A at Plat 71 , among the Land Records of Prince George's County, Maryland. Being in the 2nd Election District of said County. Being the same property described in Liber 18459, Folio 642, among the said Land Records.

Property Three: Property Three consists of a certain lot of land and being in the Subdivision called, TUXEDO, in Prince George's County, Maryland and being more particularly described at Lot Number Seven (7) in Block Numbered One (1), according to a plat thereof recorded in Liber JWB5 at Folio 634; and re-recorded in Plat Book A at Plat 71 , among the Land Records of Prince George's County, Maryland. Being in the 2nd Election District of said County. Being the same property described in Liber 18459, Folio 642, among the said Land Records.

Property Four: Property Four consists of a certain lot of land and being in the Subdivision called, TUXEDO, in Prince George's County, Maryland and being more particularly described at Lot Number Eight (8) in Block Numbered One (1), according to a plat thereof recorded in Liber JWB5 at Folio 634; and re-recorded in Plat Book A at Plat 71 , among the Land Records of Prince George's County, Maryland. Being in the 2nd Election District of said County. Being the same property described in Liber 18459, Folio 642, among the said Land Records.

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVERLY WEST HOMEOWNERS ASSOCIATION, INC, WHICH WAS RECORDED IN THE PRINCE GEORGE'S COUNTY LAND RECORDS ON SEPTEMBER 4, 2013,

THIS AMENDMENT TO THE ABOVE REFERENCED AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVERLY WEST HOMEOWNERS ASSOCIATION, INC is made this 29th day of JUNE, 2018, by 59th Avenue Associates, LLC, hereinafter referred to as "DECLARANT," which has executed a signature page hereto.

This will confirm that under a motion proposed by Philip D. Galiano, President of the Cheverly West Homeowners Association, Inc. at the June 25, 2018 HoA Meeting at 2300 59th Place, Cheverly, Md. 20785 and passed without objection at such meeting, the June 30, 2018 date noted in Article III: Membership and Voting Rights, Section 2, (b) (ii) shall be replaced by the date June 30, 2025.


Because the above referenced motion was passed without objection, and the unanimous vote exceeds the 75% threshold referenced under Article XI: General Provisions, Section 3 Duration and Amendment, this motion will comprise a revision to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cheverly West Homeowners Association, Inc.

PRINCE GEORGE'S COUNTY, MD
APPROVED BY PC
DATE: 1.31.19
\$ NA RECORDATION TAX PAID
\$ NA TRANSFER TAX PAID

OK TO TRANSFER
BYPASS FORM # NA
DATE 1.31.19

LR - Covenant Recording
Fee 20.00
Declarant Name: 59TH
AVENUE ASSOCIATES, LLC
Ref:
LR - Covenant Surcharge 40.00
SubTotal: 60.00
Total: 120.00
01/31/2019 03:00 CC16-PP
#11600334 CC0703 -
Prince George's
County/CC07.03.01 -
Register 01

IN WITNESS WHEREOF, The undersigned, being an Owner has executed this Amended and Restated Declaration this 29th day of JUNE 2018.



By:
(SEAL)

59th Avenue Associates, LLC
c/o Philip D. Galiano, Managing Member

STATE OF Maryland, COUNTY OF Prince Georges, to wit:

I HEREBY CERTIFY, that on this 29th day of June, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared 59th Avenue Associates, LLC, c/o Philip D. Galiano, the Declarant who made oath in due form of law that said corporation is an Owner of Property as set forth in this Amended and Restated Declaration and that said corporation is duly authorized to execute and to attest to this document as Owner and it acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

My commission expires: 01/20/2020



The undersigned certifies that the above Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions was prepared and reviewed by an attorney admitted to the practice of law before the Court of Appeals of Maryland.

S. Preller

Steven B. Preller

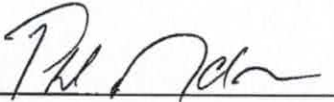
AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVERLY WEST HOMEOWNERS ASSOCIATION, INC, WHICH WAS RECORDED IN THE PRINCE GEORGE'S COUNTY LAND RECORDS ON SEPTEMBER 4, 2013,

THIS AMENDMENT TO THE ABOVE REFERENCED AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVERLY WEST HOMEOWNERS ASSOCIATION, INC is made this 29th day of JUNE, 2018, by 59th Avenue Associates, LLC, hereinafter referred to as "DECLARANT," which has executed a signature page hereto.

This will confirm that under a motion proposed by Philip D. Galiano, President of the Cheverly West Homeowners Association, Inc. at the June 25, 2018 HoA Meeting at 2300 59th Place, Cheverly, Md. 20785 and passed without objection at such meeting, the June 30, 2018 date noted in Article III: Membership and Voting Rights, Section 2, (b) (ii) shall be replaced by the date June 30, 2025.

Because the above referenced motion was passed without objection, and the unanimous vote exceeds the 75% threshold referenced under Article XI: General Provisions, Section 3 Duration and Amendment, this motion will comprise a revision to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cheverly West Homeowners Association, Inc.

IN WITNESS WHEREOF, The undersigned, being an Owner has executed this Amended and Restated Declaration this 29th day of JUNE, 2018.




By:
(SEAL)
59th Avenue Associates, LLC
c/o Philip D. Galiano, Managing Member

STATE OF Maryland, COUNTY OF Prince Georges, to wit:

I HEREBY CERTIFY, that on this 29th day of June, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared 59th Avenue Associates, LLC, c/o Philip D. Galiano, the Declarant who made oath in due form of law that said corporation is an Owner of Property as set forth in this Amended and Restated Declaration and that said corporation is duly authorized to execute and to attest to this document as Owner and it acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.



My commission expires: 01/20/2020

NOTARY PUBLIC



The undersigned certifies that the above Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions was prepared and reviewed by an attorney admitted to the practice of law before the Court of Appeals of Maryland.

S. Preller

Steven B. Preller

LR - Covenant
Recording Fee 20.00
Declarant Name:
FILIPOPOULOS

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVERLY WEST HOMEOWNERS ASSOCIATION, INC, WHICH WAS RECORDED IN THE PRINCE GEORGE'S COUNTY LAND RECORDS ON SEPTEMBER 4, 2013,

Ref: 40.00
SubTotal: 60.00

THIS AMENDMENT TO THE ABOVE REFERENCED AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVERLY WEST HOMEOWNERS ASSOCIATION, INC is made this 24th day of Jan 2019 by 59th Avenue Associates, LLC, hereinafter referred to as "DECLARANT," which has executed a signature page hereto, and by Christos Filopoulos, Owner of 2406 59th Avenue, Cheverly, Md. 20785, Lot 24, Block 1, Bladensburg (2nd Election District), Prince George's County, Maryland

Total: 80.00
07/21/2022 11:19
CC16-Tyr
#18426205 CCR782 -
Prince George's
County/CC87.03.13 -
Master 13

This will confirm that under a motion proposed by Phillip D. Galiano, President of the Cheverly West Homeowners Association, Inc. on a January 22, 2019 conference call with Michael Minton (Cheverly West Homeowners Association, Inc. Vice President) and Chris Filopoulos (Cheverly West Homeowners Association, Inc. Secretary) and passed without objection on this call, the following January 19, 2019 Schedules A & B depicting a 435 sf or .0100 acre area shall comprise the designated landscape, garden, and entrance signage area for the Cheverly West Homeowners Association, Inc.

Christos Filopoulos ("Grantor"), owner of the property depicted in Schedules A & B depicting a 435 sf or .0100 acre area agrees to grant a perpetual landscape, garden, and entrance signage area easement to the Cheverly West Homeowners Association, Inc. ("Grantee") This easement shall run with the land.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor, on behalf of himself and his legal representatives, heirs, successors and assigns hereby grants and conveys to Grantee, its legal representatives, heirs, successors, and assigns a perpetual easement to the Cheverly West Homeowners Association, Inc. for use as a designated landscape, garden, and entrance signage area for the Cheverly West Homeowners Association, Inc.

The Cheverly West Homeowners Association, Inc. shall be responsible for installation, construction, reconstruction, maintenance, repair, operation, and inspection of this area with the right of ingress and egress, for any and all purposes related thereto, to, over, under, and across the following described portion of the designated property:

SEE "SCHEDULE A" AND "SCHEDULE B"

PRINCE GEORGE'S COUNTY, MD

APPROVED BY: # 24

DATE: 7-21-22

\$ RECORDATION TAX PAID
\$ TRANSFER TAX PAID

This easement shall run with the land and shall benefit all present and future owners of the Cheverly West Homeowners Association, Inc., their legal representatives, heirs, successors, and assigns. Cheverly West Homeowners Association, Inc. shall maintain the easement area in good condition and repair.

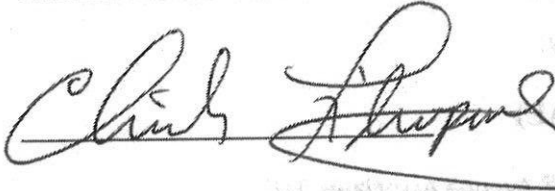
2. Obligations Run with Land. Grantor does hereby declare that all of the designated property (as noted in Schedules A and B) shall be subject to the easements, covenants and agreements set forth herein which shall be binding upon the Grantor and each subsequent owner of legal or equitable title to all or any part of the designated property, and their respective legal representatives, heirs, successors, and assigns, and shall be deemed to run with the land.

3. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Maryland without regard to its conflicts of laws rules.

4. Amendment. This Agreement may be amended, waived, changed, modified, extended and/or rescinded only by a writing signed by the duly designated officer(s) of the Cheverly West Homeowners Association and the owner of 2406 59th Avenue, Cheverly, Md. 20785.

Because the above referenced motion was passed without objection, and the unanimous vote exceeds the 75% threshold referenced under Article XI: General Provisions, Section 3 Duration and Amendment, this motion will comprise a revision to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cheverly West Homeowners Association, Inc.

IN WITNESS WHEREOF, The undersigned, being an Owner has executed this Amended and Restated Declaration this 24 day of Jan, 2019.

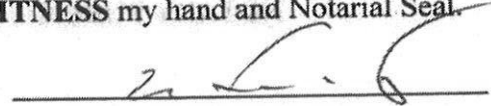

By: _____
(SEAL)

Christos Filiopoulos
Owner of 2406 59th Avenue, Cheverly, Md.
Lot 24, Block 1
Bladensburg (2nd Election District)
Prince George's County, Maryland

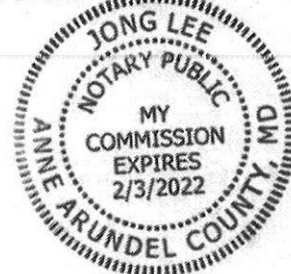
STATE OF MARYLAND, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY, that on this 24 day of JAN, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Christos Filiopoulos, Owner of 2406 59th Avenue, Cheverly, Md. 20785, who made oath in due form of law that he is the Owner of Property as set forth in this Amended and Restated Declaration and that he is duly authorized to execute and to attest to this document as Owner and it acknowledged the execution of the foregoing document to be his free act and deed.

AS WITNESS my hand and Notarial Seal.


My commission expires: Feb. 03. 2022

NOTARY PUBLIC



By:

 (SEAL)

59th Avenue Associates, LLC
c/o Philip D. Galiano, Managing Member

STATE OF Maryland, COUNTY OF Anne Arundel to wit:

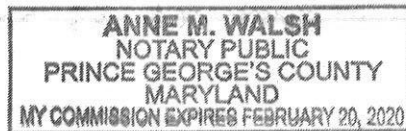
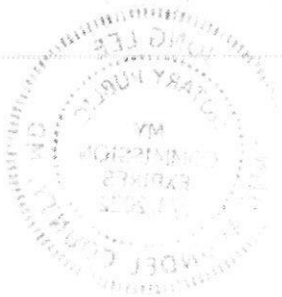
I HEREBY CERTIFY, that on this 25th day of January 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared 59th Avenue Associates, LLC, c/o Philip D. Galiano, the Declarant who made oath in due form of law that said corporation is an Owner of Property as set forth in this Amended and Restated Declaration and that said corporation is duly authorized to execute and to attest to this document as Owner and it acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

My commission expires:



CPJ Charles P. Johnson & Associates, Inc.
 Associates
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
 Silver Spring, MD • Gaithersburg, MD • Annapolis, MD • College Park, MD • Frederick, MD • Fairfax, VA

Tax Id No.'s 02-4023446

Schedule "A"

**Description of an
 HOA Use and Maintenance Easement**

Across
Lot 24, Block 1
Tuxedo

the property of

Christos Filiopoulos

**Bladensburg (2th) District
 Prince George's County, Maryland**

Being a strip or parcel of land hereinafter described as running in, through, over and across the property acquired by Christos Filiopoulos from 59th Avenue Associates, LLC, a Maryland Limited Liability Company, by deed dated October 20, 2017 and recorded among the Land Records of Prince George's County, Maryland in Liber 33044 at Folio 184, said property being Lot 24, Block 1, as shown on a Subdivision Record Plat entitled "Section 3, Lots 13 – 24 & Parcel A, Block 1 & Section 2, Lot 12, Block C, Tuxedo" and recorded among the aforesaid Land Records in Plat Book PM 230 as Plat No. 97, and being more particularly described in the MCS NAD 83 (NSRS 2007), (the plat datum), as follows

Beginning for the said strip or parcel of land at a point on the easterly or North 20°35'31" East, 35.36 feet line of said Lot 24, Block 1, as shown on said plat, distant, 27.76 feet northerly from the southerly end thereof, and running thence, reversely with and binding on the outline of said Lot 24, Block 1, the following two (2) courses and distances

1. South 20°35'31" West, 27.76 feet to a point, thence
2. South 65°35'31" West, 12.18 feet to a point, thence running in, through, over and across said Lot 24, Block 1, the property of the owner thereto, the following four (4) courses and distances

Schedule "A"

Description of an
HOA Use and Maintenance Easement
Across
Lot 24, Block 1
Tuxedo
the property of
Christos Filiopoulos
Bladensburg (2th) District
Prince George's County, Maryland


Page 2 of 2

3. North 24°24'29" West, 2.85 feet to a point, thence
4. North 11°23'35" East, 24.58 feet to a point, thence
5. North 20°35'31" East, 10.10 feet to a point, thence
6. South 69°24'29" East, 14.55 feet to the point of beginning, containing 435 square feet or 0.0100 of an acre of land.

Surveyor's Certificate

I hereby certify that I was in responsible charge over the preparation of this description and the surveying work reflected in it, all in compliance with requirements set forth in 09.13.06.12 of the COMAR Regulations.

Date: 1/22/19

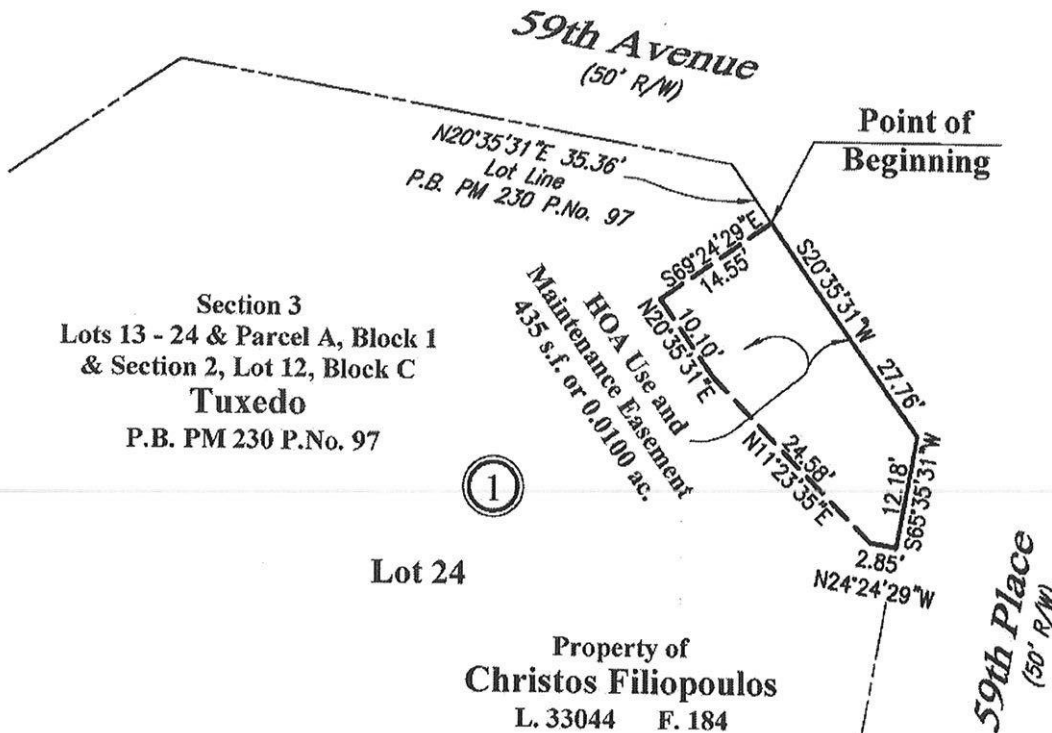
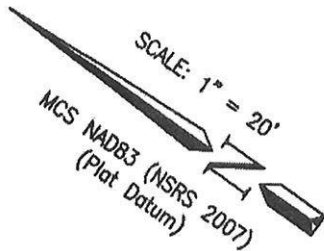

Daniel F. DeBolt
Property Line Surveyor
MD No. 526
Exp.: 02/17/2021



Schedule "B"
Sketch of an
HOA Use and
Maintenance Easement

across
Lot 24, Block 1
Tuxedo

the property of
Christos Filiopoulos
 Bladensburg (2th) District
 Prince George's County, Maryland
 January, 2019 Scale: 1" = 20'



Section 3
 Lots 13 - 24 & Parcel A, Block 1
 & Section 2, Lot 12, Block C
Tuxedo
 P.B. PM 230 P.No. 97

Lot 24

Property of
Christos Filiopoulos
 L. 33044 F. 184



[Signature]
 Daniel F. DeBolt
 Property Line Surveyor
 Maryland No. 526
 Exp.: 02/17/2021

CPJ Charles P. Johnson & Associates, Inc.
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
 1751 Elton Rd., Ste. 300 Silver Spring, MD 20903 301-434-7000 Fax: 301-434-9394
 www.cpja.com • Silver Spring, MD • Gaithersburg, MD • Annapolis, MD • College Park, MD • Frederick, MD • Fairfax, VA

This will confirm that Dev Shah and Shaily Chheda agree to and accept the following January 25, 2019 Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cheverly West Homeowners Association, Inc., which was recorded in the Prince George's County Land Records on September 4, 2013.

Dev Shah

1/25/19

AGREED AND ACCEPTED

DATE

Shcheda

1/25/19