

FHW Neighborhood Covenants

All residents of Fox Hills West, including those who are not members of the Association, MUST get prior approval from the Covenants Committee for all external modifications to their homes, including outbuildings; any changes in exterior design, changes in land grade, any fences or walls, continuous parking of commercial vehicles and the use of your home for a home-based business. ALL homes in Fox Hills West are bound by the Covenants. They are a part of the deed to each home.

POTOMAC COMMONS (Fox Hills West) COVENANTS

As residents of Potomac Commons, each of us is bound by the Potomac Commons Covenants and Guidelines.

The Covenants were promulgated as a Declaration and were appropriately recorded in the land records of Montgomery County (Liber 3799 at Folio 833, and Liber 4057 at Folio 738) in October 1968, and on the 9th day of April, 1971, by PULTE LAND DEVELOPMENT CORPORATION, a Maryland Corporation, which imposed covenants and restrictions on the lots then owned by Pulte Corporation in the subdivision known as Potomac Commons. Therefore, they have the force and effect of law and can be enforced in the courts.

The basic purpose of the Covenants is to establish and maintain Potomac Commons as a highly desirable, attractive and pleasant residential community. However, this purpose cannot be achieved without effective and uniform enforcement of the Covenants and without the participation and cooperation of the entire community.

When the Covenants documents were filed, they recognized Pulte Corporation, our community's developer, as the sole arbiter of the acceptability of any modifications to homes or the land, or to land usage within our community. The text below in Section A about Purpose, Land Use and Prohibitions is directly quoted from those Covenants documents. The Covenants documents also stated that when Pulte finished construction of the community, expected by the end of 1972, it would turn over enforcement of the Covenants to the community, by means of the Citizens Association. In early 1973, members of the Association voted to create a special Covenants Committee to handle that responsibility. This Committee soon discovered that it needed to create Covenants Guidelines so that its enforcement of the Covenants documents was consistent from instance to instance and from year to year. These initial Guidelines were approved by Association members in August 1973 and have been changed over the years to reflect changing circumstances, most recently on Feb. 5, 2013. (Those portions of the Covenants documents dealing with Pulte and pre-1973 rules are not included here as they are no longer applicable. If you wish to see a copy of the Covenants documents as originally filed, please contact the Association President or Covenants Chair.)

The current Guidelines are listed below in Section B. While the Covenants themselves cannot be changed, the Guidelines that interpret them can be changed, by vote of Association members. Article VII, Section 2 of the Association By-Laws states that "The Covenants Committee shall be governed by and shall base its actions on the Covenants and Guidelines. The Covenants Guidelines shall be a permanent document subject to change by two-thirds (2/3) vote of all eligible members attending the General Meeting. In order for a change to be considered, it may be submitted in the form of a written petition carrying signatures of 10% of the voting membership or in the form of a recommendation from the Board of Directors. It must be published on The Association website and in two (2) successive issues of the HUNTSMAN prior to a General Membership Meeting at which time a vote shall be held."

As noted in the paragraph above, in accordance with the Covenants and with Association By-Laws, the Covenants Guidelines form a part of the governing documentation for the Covenants Committee. The Guidelines provide the residents of Fox Hills West and the Covenants Committee members a useful interpretation of the Declaration of Covenants.

While it is hoped that any violation of the Covenants can be satisfactorily adjusted within the community, the Association is empowered under Maryland law to resolve a question of violation or breach of the Covenants in the courts, and advises all owners and residents in the community that such action, where necessary, will be undertaken.

Most important, however, is the proviso that even if a home owner or occupant believes, on the basis of the Covenants and their attendant Guidelines that a change in property condition is in conformance with the Covenants, prior approval of the Covenants Committee must be obtained.

Section A. FROM DECLARATION OF COVENANTS

- 1 COVENANTS BASIC PURPOSE: The basic purpose of these covenants is to establish and maintain Potomac Commons as a highly desirable, attractive and pleasant residential community in accordance with the standards prevailing for such communities in the suburban Washington, D.C. area.

2 LAND USE: All land shall be used exclusively for private dwelling purposes (except that land may also be used for 'Uses Permitted', or 'Special Exceptions': granted, under the applicable provisions of Montgomery County Zoning Ordinance, provided that any such Use or Exception must also have been expressly approved in writing by PULTE LAND OF MARYLAND CORPORATION, Developer of POTOMAC COMMONS or by the Community Committee" (now known as the Covenants Committee).

3 "PROHIBITIONS: Without the approval of the Community Committee as provided for below, no land owner shall cause or permit any of the following:

(a) the erection, construction or placement of any building, outbuilding, addition, improvement, structural change, change in exterior design, change in land grade, fence or wall, of any kind; or

(b) The existence of any physical condition or of any activity which by virtue of its appearance, noise or odor, and taking into consideration its duration, intensity and other pertinent factors, is determined to be -- in the sole judgment of the Community Committee -- an unreasonable infringement or intrusion upon or a nuisance to the health, comfort, peace, quiet, or pleasant enjoyment of any owner or occupant elsewhere in the POTOMAC COMMONS Community. Without limiting the generality of the foregoing, some examples of the physical conditions or activities intended to be prohibited by the foregoing would include: (1) the existence of any dumping ground, or any unscreened, unattractively screened, or unsanitary trash or garbage storage area or incinerator; (2) The keeping of any animals or fowl (other than domesticated dogs or cats, or usual indoor family pets); (3) The existence of any signs, billboards or like objects, or bizarre exterior color scheme; and (4) Leaving in view any vehicle, equipment, or like object which has the appearance of being unserviceable or in a state of disuse or disrepair.

4. APPROVALS AND DISAPPROVALS: The Community Committee ("Committee") acting solely in accordance with its own honest judgment, shall make all necessary determinations hereunder, including the issuance of approvals and disapprovals hereunder, and the interpretation hereof. The Committee shall consist of the corporate officers of PULTE LAND OF MARYLAND CORPORATION (Developer of POTOMAC COMMONS), or by such substitutes as they may at their discretion appoint; no later than January 1, 1974, the right and duty of such corporate officers to exercise the Committee powers shall completely terminate, and thereafter said committee shall consist of (and said committee's powers shall be exercised by) a group of persons to be chosen, constituted and perpetuated in a method and manner approved by the owners of a majority of the residences located in POTOMAC COMMONS. The said Developer shall give written notice to all owners of the method and manner so approved.

At any time hereunder, any required Committee approval shall be conclusively deemed to have been granted (1) if a matter hereunder has been expressly submitted to the Committee for approval and the Committee has failed to act thereon for a period of thirty (30) days thereafter, or (2) if the physical condition or activity complained of has continuously existed, with the knowledge of the Committee, for a period of ninety (90) days without any action of disapproval being taken in such period by the Committee.

5. ENFORCMENT: In addition to all other rights, and remedies, the Committee or its authorized representatives is hereby empowered to take any such steps as the Committee deems necessary summarily to abate, remove, remedy or correct any violation or breach thereof, at the sole expense of the person or owner responsible therefore, and for such purpose may enter onto the land with respect to which such breach or violation exists, without incurring any legal liability therefore.

(Note: Section 6 on Land Occupancy follows, which gives Pulte Development the right to approve any proposed occupant of one of the lots, but this power of approval ceased as of January 1, 1974, so is no longer pertinent to the powers of the Covenants Committee. If you wish to see this section, please contact our Covenants Chair (covenants@foxhillswest.org) who will be glad to share it with you.)

7: SEVERABILITY: Each and every one of the covenants herein are independent and severable, and accordingly, any invalidation of any one or more of these covenants shall in no way effect any of the other covenants herein.

Covenants Guidelines, as approved on Feb. 5, 2013

1. Approvals/Disapprovals

"The Covenants Committee is authorized, by the Declaration of Covenants, to interpret the Covenants and to issue approvals and disapprovals in connection with its administration of the Covenants. In interpreting and administering the Covenants, the Committee is authorized to act solely in accordance with its own honest judgment."

"If a resident of the community submits a request for approval to the Committee and the Committee does not act within 30 days, the question will be deemed to have received Committee approval. If a physical condition or an activity, which has been the subject of a complaint, has continuously existed with the knowledge of the Committee for a period of 90 days, and the Committee does not take any action of disapproval within that period, the Committee shall be deemed to have given its approval."

"The Committee encourages residents of the community to submit any question or request for interpretation of the Covenants to the Committee. Further, because of the large number of residents in the community, proposals and complaints should be submitted using the Covenants Request form on the Association Website, or via a typed letter mailed to the Covenants Chairman. Requests for approval of changes in property conditions should be submitted to the Chairman of the Committee at least 30 days in advance. Such requests should include a descriptive letter, accompanied by a sketch, plan, photograph and/or other documentation to enable the Committee to understand precisely what the request encompasses."

"It is suggested that a resident of the community contemplating a change in the property involving the Covenants initially discuss the proposed changes with those neighbors who would be directly affected. However, the approval or disapproval of such neighbors does not constitute a substitute for the judgment of the Committee."

2. Committee Membership

"The names, addresses and telephone numbers of the members of the Covenants Committee will be published in the FHW Directory each year to reflect transitions in membership."

3. Fences.

- a. "Chain link or other metal post type fences are prohibited."
- b. "Where fencing is desired, residents should install wood type open fences (such as estate or split rail), approximately three to four feet in height. The placing of fencing beyond the house line on the street side of the property is prohibited. In circumstances where there is a need to keep children or pets inside the fence, the Committee suggests that a light wire mesh be installed on the inside."
- c. "Privacy fences (such as stockade) are considered to be unacceptable to the Committee except in cases where there are extremely unusual factors involved such as a swimming pool. In any case, this type of fencing must be limited to the backyard."
- d. "Regardless of the type of fencing installed, homeowners should place plantings on the outside of the fencing, so as to at least partially screen the fencing from street view."
- e. "Fencing supports must be placed in the inside of the fence."
- f. "The layout of fencing in the case of corner properties will be considered by the Committee in individual circumstances; however, in general, it is unacceptable to have fencing extend beyond the house line on either side of the house facing the two corner streets."
- g. "Bizarre color schemes and designs on fencing is prohibited."
- h. "All fencing must be adequately maintained."

4 Additions

- a. "Additions to homes must directly relate to the house itself, both in color and style. Such structures must have a pitched roof that is in symmetry with the existing architecture and must not be excessive in height. This requirement applies not only to formal additions, but also to patio enclosures and the like that may have open (even though screened) sides and roof. The foregoing requirements do not apply to open (as opposed to screened-in) decks."

5 Outbuildings

- a. "Storage sheds will be considered acceptable by the Committee only if suitable provision is made for screening from general view. Such sheds shall be properly maintained."
- b. "Other structures such as gazebos, etc. must conform to the community in architecture and must have suitable foundation plantings."

6 Swimming Pools

- a. "Generally, swimming pools will not involve a Covenants violation. However, homeowners must ensure that external lighting will not unreasonably infringe upon the pleasant enjoyment of the property rights of others. Any outbuildings installed in connection with a pool must be independently considered in accordance with (5) above. All pools must be adequately screened."

7 Nuisances

"The existence of any personal condition or of any activity, which by virtue of its appearance, noise or odor, and taking into consideration its duration, intensity and other pertinent factors, is determined to be an unreasonable infringement or intrusion upon or a nuisance to the health, comfort, peace, quiet or pleasant enjoyment of any owner or occupant elsewhere in the community.

"Some general examples of the physical conditions or activities intended to be prohibited by the foregoing include:

- a. "The existence of any dumping ground, or any unscreened, unattractively screened, or unsanitary trash or garbage storage area or incinerator;
- b. "The keeping of any animals or fowl (other than domesticated dogs or cats, or usual indoor family pets);
- c. "The existence of any signs, billboards or like objects, or bizarre exterior color scheme;
- d. "Leaving in view any vehicle, equipment, or like object which has the appearance of being unserviceable or in state of disuse or disrepair.
- e. "The constant and frequent parking of an unusually large number of autos on any street which are drawn there by regular activity at any home."

8 Vehicles

"The parking, storage and use of commercial and other vehicles in such a manner as to detract from the character of the community in violation of the Covenants is prohibited. The Committee's policies in this regard are as follows:

- a. The placement of boats, trailers, recreational-type vehicles, and commercial-type vehicles, and the like, on lawns, in driveways or on the street in the community is prohibited.

- b. Care should be exercised and consideration given to one's neighbors in connection with the number and type of vehicles parked in the open.
- c. Work on vehicles in open view for an extended period of time is prohibited."

9 Land use

"All land in the community (other than the park) must be used exclusively for private dwelling purposes. Although certain accessory uses in addition to private dwelling purposes are allowed under the applicable provisions of the Montgomery County Zoning Ordinance either as permitted additional uses or as uses which require special exceptions, no such uses may be undertaken without the express approval in writing by the Covenants Committee."

"The Covenants Committee recommends that any requests for a special use or exception be initiated concurrently with the County and the Committee."

10. Solar Panels

- a. All panels and attached equipment mounted on rooftops must lay flush against the roof and conform to the roof line.
- b. All wires, hose and tubing connected to the panels must be screened from view.

11 Microwave Dishes

- a. Installing a dish larger than 39.37 inches in diameter:
 - 1. Requires Covenants Committee approval.
 - 2. Must be mounted on the ground behind the house
 - 3. Must be screened from the street and surrounding neighbors' views with shrubbery.
- b. Installing a dish 39.37 inches or less in diameter:
 - 1. Does not require Covenants Committee approval.
 - 2. Should be placed on the back side of the house and screened from view, unless such placement would significantly increase the cost of installation, significantly delay the installation or significantly degrade the signal which is received by the dish.

12 Decks/Porches

- a. All decks or porches must be located behind the house and shall not extend beyond either end of the house.
- b. The design of decks or porches will be compatible with the architecture of the house.