

ROCK CREEK HILLS

Declaration of Covenants and
Restrictions

September, 1979

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 14th day of September, 1979, by U. S. HOME CORPORATION, a Delaware corporation, (hereinafter called "the Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property described in Article II hereof and wishes to subdivide said property and to construct residences thereon, and

WHEREAS, as a condition to permitting subdivision of said property, the Maryland National Capital Park and Planning Commission has required that certain portions of the Subject Property be maintained in park-like open spaces for the benefit of residents of the Subject Property and at the expense of residents of the Subject Property, and

WHEREAS, Declarant wishes to abide by the conditions imposed by the Maryland National Capital Park and Planning Commission and wishes further to provide open spaces and common walkways in and about the Subject Property, and

WHEREAS, the Declarant intends by the recordation of this Declaration of Covenants and Restrictions to provide for the perpetual maintenance of such open spaces and to provide an entity for the conduct of the business of maintaining such open spaces, and

WHEREAS, the Declarant intends to create certain scenic easements for the benefit of the Maryland National Capital Park and Planning Commission,

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be running with and binding said land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said Property and improvements, including, without limitation, any person, group

of persons, corporation, trust or other legal entity, or any combination thereof, who hold such interest solely as security for the performance of an obligation:

ARTICLE I

Definitions

The following words when used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to Rock Creek Hills Homeowner's Association.

(b) "The Property" shall mean and refer to all real property described in Article II hereof.

(c) "Lot" shall mean and refer to all subdivided parcels or property which are part of The Property.

(d) "Common Areas" shall mean and refer to all real property by the Association.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence by a single person or family.

(f) "Owner" shall mean and refer to the record owner of the fee simple title to any Lot situated on The Property.

(g) "Developer" or "Grantor" shall mean and refer to the Declarant, U. S. Home Corporation.

(h) "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity who is a member of the Association.

ARTICLE II

Subject Property

The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Montgomery County, Maryland, and is more particularly described in Exhibit A, attached hereto and by this reference made part hereof.

ARTICLE III

Membership

Every person or other entity who or which is a record owner of a fee interest in any Lot which is a part of the premises described in **Article II** of this Declaration shall be a Member of this Association.

ARTICLE IV

Association of Members

The several members of the Association shall be deemed to be associated and organized, in accordance with the terms of this Declaration, as a non-profit, unincorporated association, the sole purpose of which is the care and maintenance of those certain open spaces, and the appurtenances and improvements thereto, and the enforcement of the covenants herein contained.

ARTICLE V

Right of Enjoinment

Every member shall have a right and easement of enjoinment and into the common areas and facilities and such easements shall be appurtenant to and shall pass with the fee title to every Lot, subject, however, to the following:

(a) The right of the Association to adopt and promulgate reasonable rules respecting use of the Common Areas and facilities; and

(b) The right of the Association to suspend the voting rights and the rights to use of the Common Areas and facilities of any

member in default of payment of any assessment required by the terms of this Declaration, or for any infraction of any of the published rules and regulations of the Association; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas or community facilities to any public or municipal agency, authority or utility for purposes consistent with this Declaration, provided, however, that no such dedication or transfer shall be effective unless a majority of the then members of the Association consent to such dedication or transfer at a special meeting of the members to be called for such purposes; and

(d) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility or the Declarant, provided, however, that no such licenses, rights of way or easements shall be unreasonable or inconsistent with the rights of the members to the use and enjoyment of the Common Areas and facilities.

ARTICLE VI

Annual Maintenance Assessments

Each member, by acceptance of a deed conveying title to property subject to this Declaration, by acceptance thereof, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay the Association, in advance, the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses. Such assessment may, from time to time, be made upon a monthly, quarterly or annual basis and shall include but not be limited to the following:

- (a) The cost of all operating expenses of the Common Areas and facilities; and
- (b) The cost of necessary management and administration of the Common Areas and facilities; and
- (c) The amount of all taxes and assessments levied against the Common Areas and facilities; and
- (d) The cost of liability insurance on the Common Areas and facilities and the cost of such other insurance as the Association may affect with respect to the Common Areas; and
- (e) The cost of utilities, if any, and other services which may be provided by the Association for the Common Areas; and
- (f) The cost of maintaining, replacing, repairing and landscaping the Common Areas, including, without limitation, maintenance of any stolen water detention basins or the like located upon the Common Areas and the cost of the maintenance of all pathways upon the property, together with such equipment as the Board of Directors shall determine necessary and proper in connection therewith; and
- (g) The cost of funding all reserves established by the Association, including when appropriate, a general operating reserve and a reserve for replacements.

ARTICLE VII

Nonpayment of Assessments

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied and shall bind such lot or lots in the hands of the then owners, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same. The lien hereby created shall have priority and preference over any other assessments, liens, judgments or charges of whatever nature, except:

(a) General and special assessments for *ad valorem* real estate taxes on the Lot; and

(b) The liens of any deeds of trusts, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the lien provided for in this Declaration.

No amendment to this section shall affect the rights of the holder of any first mortgage on any Lot, or the indebtedness secured thereby, unless the party thereby secured shall join in the execution of such amendment.

ARTICLE VIII

Commencement of Annual Assessments

The annual assessment for all Lots subject to this Declaration shall commence upon the conveyance of common areas to the Association.

ARTICLE IX

Meeting of Members

Meetings of the membership shall be held at least annually at a suitable place within Montgomery County, Maryland, which is reasonably convenient to the membership, and as may from time to time be designated by the Board of Directors. The first annual meeting of the members of the Association shall be held at such time and place as may be designated by the Board of Directors, provided, however, that the first annual meeting shall be held within one year after the filing of this Declaration.

Thereafter the annual meetings of the members shall be held as may be determined by the Board of Directors. Notice of such meetings shall be given by the Board of Directors not less than ten nor more than ninety days prior to such meeting by mailing a notice thereof to each member.

ARTICLE X

Board of Directors

The affairs of the Association shall be governed by a Board of Directors composed of an uneven number of at least three (3) natural persons and not more than seven (7) natural persons. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by this Declaration directed to be done by the members.

The powers and duties of the Board of Directors shall include, but should not be limited to the following:

- (a) Care and upkeep of the Common Areas and facilities;
- (b) Establishment, collection, use and expenditure of the assessments from the members and the filing and enforcements of liens for any unpaid assessments; and
- (c) To purchase insurance upon the Common Areas and facilities; and
- (d) To maintain, repair, restore or reconstruct all or any part of the Common Areas.

The initial Board of Directors shall be comprised of:

Donna M. Weeks
Mark Butterfield
Alan Stackman

ARTICLE XI

Architectural and Environmental Standards

Except for the original construction and development upon the property by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Common Areas accomplished by the Declarant concurrently with said construction and development, and except for purposes for proper maintenance and repair, no building, fence, wall or other improvements or structure shall be commenced, placed, moved, altered or maintained upon the property subject to the terms hereof, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors.

Subject to the same limitations as hereinabove provided, it shall be prohibited to install, erect, attach, apply, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any other Common Areas, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors.

ARTICLE XII

Prohibited Uses and Nuisances

Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors, or as may be necessary in connection with the reasonable and necessary repairs or maintenance to any dwelling or to any Common Areas:

(a) No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural and Environmental Control Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste new or used building materials, or trash of any other kind shall be permitted on any lot.

(d) Except as herein elsewhere provided, no junk vehicle, commercial vehicle, trailer, camper, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and

community facilities shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Architectural and Environmental Control Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.

(f) No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(g) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any lot above the surface of the ground.

(h) No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(i) No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Board of Directors. The Board of Directors may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(j) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, shed or other buildings shall be erected, used or maintained on any lot at any time.

(k) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Declaration defined) is maintained, and

provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent.

Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment of deed in lieu of foreclosure.

(l) No structure, planting or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) No outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property except that such aerials or antennae may be erected and maintained within the dwellings located upon the Property.

(n) No member shall make any private or exclusive or proprietary use of any of the common areas except with the specific approval of the Board of Directors and then only on a temporary basis and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

ARTICLE XIII

Residential Use-Leasing

All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section the term "Professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics.

Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

ARTICLE XIV

Scenic Easements

All portions of the Common Area owned by the Association shall be held and used in accordance with the scenic easements imposed in the deed or deeds conveying the same to the Association.

ARTICLE XV

Fiscal Management

The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of the recordation of this Declaration among the Land Records for Montgomery County, Maryland.

Books and accounts of the Association shall be kept under the direction of the Board of Directors in accordance with generally accepted accounting practices, consistently applied.

ARTICLE XVI

Reciprocal Easements

Each and every lot shall be subject to an easement for the benefit of the lots adjoining it in order that the owners thereof may from time to time, come upon each lot for purposes of gaining access to Dwellings. The reciprocal easement hereby created shall be construed as to permit the reasonable utilization thereof for purposes of repair and maintenance of dwellings only.

ARTICLE XVII

Officers

The Board of Directors, elected as aforesaid, shall, from time to time, elect at least a President, Vice-President, and Secretary-Treasurer.

ARTICLE XVIII

Amendment

This Declaration may be amended by the affirmative vote of members representing two-thirds (2/3) of the then members of record at any meeting of the members duly called for such purpose, provided, however, that no such amendment shall be permitted or accomplished which has the affect of negating or substantially codifying the requirement that the Association care for and maintain the Common Areas owned by it, nor shall any amendment be accomplished which excuses any member from payment of his pro-rata share of the cost of maintaining such Common Areas. So long as the Declarant owns more than two (2) lots in the Property, it may accomplish amendments to this Declaration, in order to affect compliance with standards from time to time promulgated by the Veterans Administration, The Federal Housing Administration, The Federal Home Loan Mortgage Corporation or Federal National Mortgage Association.

IN WITNESS WHEREOF, U. S. Home Corporation, a corporation organized and existing under the state of Delaware, has, on this 27th day of August, 1979 caused these presents to be executed by Richard A. Sullivan, its President, and does hereby appoint the said Richard A. Sullivan as its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of U. S. Home Corporation.

U. S. HOME CORPORATION

By: [signed]
Richard A. Sullivan
Division President

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 27th day of August 1979 before me, a Notary Public in and for the State and County aforesaid, personally appeared Richard A. Sullivan, personally well known to me to be the President of U. S. Home Corporation, and the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledge the same to be act and deed of U. S. Home Corporation and that he executed the same for the purposes therein contained.

IN WITNESS my hand and Notarial Seal the day first above written.

Patrick C. McKeever, Notary Public [seal]

My commission expires: July 1, 1982

I HEREBY CERTIFY that the within instrument was prepared by the undersigned, member in good standing of the Bar of the Court of Appeals of Maryland.

Patrick C. McKeever [seal]

EXHIBIT "A"

All those certain 49 lots and three (3) parcels shown and described on a plat of subdivision known as "Resubdivision Plat, Parts of Blocks A & D, Section Two ROCK CREEK HILLS," as per plat thereof recorded in Plat Book 105 at plat 12042.

ROCK CREEK HILLS HOMEOWNERS' ASSOCIATION
November 20, 1985

Annual Meeting

The annual meeting to select a board of directors and to discuss the past year's activities as well as a proposed budget for the coming year will take place on January 11, 1984, at 7:30 p.m., Warner Memorial Presbyterian Church, 10123 Connecticut Avenue, Kensington, Maryland. (Parking is available on the opposite side of Connecticut Avenue.) The number of board members must be an uneven number with a minimum of 3 members. One member of the current board has served from the start and the other 2 members for the past 2 years. The current board desires to be replaced and we urge all of you to consider volunteering to serve on the board for next year. Please let any of the current board members know in advance of the upcoming meeting if you would like to serve on the board.

Substantial progress was made this past year in resolving the WSSC bill (about a \$1,000 per year savings to the community), establishing architectural standards and completing the year with about a \$1,000 budget surplus which should be used to start a sinking fund for future contingencies.

Antennas

After considering a variety of factors, including legal costs and likelihood of success, the board, in close consultation with our attorneys, Hyatt and Rhoads, has decided not to pursue legal action to force the removal of antennas from a number of the homes in the community. This then left us with the choice of either changing the Covenants and Restrictions, changing the architectural standards, or continuing the status quo.

The board elected to change the architectural standards with regard to antennas under the power granted in the initial paragraph of Article XII, and by Article XI of the Covenants and Restrictions. The changes are shown in the attached revised set of architectural standards dated November 1983. The items to note are:

- (a) item 9 on the Blanket Approval List;
- (b) item 14 on the Submit for Approval List;
- (c) item 1 on the Prohibited Modifications List.

It was felt by the board that in the interest of the community, this is the best solution. The majority of the complaints regarding the appearance of the antennas dealt with antennas that would not meet the blanket approval standards (new item 9). In addition, when cable is offered to the community (tentatively the summer of 1985) antennas will once again be banned under the terms of the Covenants and Restrictions.

Tony Kane
Hal Burd
Bill Riley

SUBMIT FOR APPROVAL

Refer to the Declaration (Articles XI and VII, pages 10 and 7) for a general description of what constitutes a change to your property.

To assist you, here is a partial list of changes which need written approval from the Committee.

1. Decks other than those which meet the blanket approval standards.
2. Patios.
3. Fireplaces and outdoor barbeques.
4. Sheds.
5. Window boxes on front of house.
6. Exterior painting other than original color.
7. Wooden fences other than those given blanket approval.
8. Exterior lighting.
9. Mailboxes.
10. Playhouses, swing sets, or any other free standing structure.
11. Additions to home.
12. Greenhouses.
13. Solar paneling.
14. Antenna's other than those which meet the blanket approval standards.

PROHIBITED MODIFICATIONS/CONDITIONS

1. Satellite receive dish.
2. Parking or storage of campers, boats, or large commercial vehicles anywhere in the community.
3. Raw metal storm doors and raw metal storm windows.
4. Chain link fences.
5. Any permanent structure on common property.
6. Silver maple, bamboo, tulip poplar, American beech, elm, weeping willow, or female gingo biloba trees.

BLANKET APPROVAL (NO WRITTEN PERMISSION NECESSARY)

1. Picnic tables with umbrellas (seasonal) in rear yards.
2. Decorative fencing around flower beds in front yard up to 12 inches in height in the following styles:
 - a) White picket or wire fencing.
 - b) Brick natural, white, or green.
 - c) Railroad ties.
3. Storm doors need not be approved if they meet both the following specifications:
 - a) The door is painted the same color as the front door.
 - b) The door is undecorated.** Other styles are acceptable, but must be submitted for approval.
4. Deadbolt locks, peepholes, door knockers, and door knobs.
5. Green hose and caddy affixed to the front of the house and extending no higher than 36 inches from ground level. Any color hose or caddy is permitted in the rear yard.
6. Seasonal decorations may be displayed on one's property, but should be removed once the season or holiday has passed.
7. Rear yards may be enclosed conforming with the following specifications:
 - a) The fence is four feet or six feet high, board on board construction, and made of at least #2 grade western cedar or redwood, or pressure treated pine or fir. The wood must not be stained or painted. However, the fence posts should be treated for ground contact. The fence slats must be 6 inches in width.
 - b) The fence must be constructed on or within your property lines.
 - c) If a gate is used, it may be solid or board on board.
8. Deck attached to rear of house, at first floor level which meets all of the below requirements:
 - a) Less than 300 square feet floor area.
 - b) Does not protrude beyond sides of house.
 - c) Must have a railing on all sides between 30" and 42" in height.
 - d) Made of unstained and unpainted #2 grade redwood, #2 grade Western Cedar, pressure treated pine or fir.
 - e) Does not include any awnings, arbors, or other shading devices.

9. Exterior antenna which meets all the following criteria;
 - a) Attached with a pole fastened directly to the chimney.
 - b) Top of antenna does not exceed five feet above top of chimney.
 - c) No guy wires or other wires shall be used to secure the antenna or pole to the house or roof.
 - d) Antenna is to be removed within 60 days after cable television is first offered to the homes in this association.