

## **RIVER FALLS COVENANTS: GENERAL COMPLIANCE** **GUIDELINES**

The Architectural Review Committee (ARC), whose formal legal name is the Architectural Control Committee (ACC), is overseen by the Civic Association of River Falls (CARF), and is responsible for administering and implementing the General Compliance Guidelines of the Covenants of River Falls. Upon completion of development within the neighborhood (circa 2001), Gosnell transferred oversight of the Architectural Control Committee to the Civic Association of River Falls. This transfer was expressly permitted under the Covenants of River Falls.

Currently, the ARC Board consists of **Chase Sanders as Chair (301-471-1500)**, **Dick Leggin (301-320-0107)**, **Kevin Winkler (301-299-2214)**, **Giles Cohen (301-365-0880)** **Richard Rubenstein (301-983-8352)**, and **Eamonn Moran (202-258-3825)** as Members. The Board consists of two practicing Architects, three attorneys, and an investment banker.

The ARC Board can be a very challenging volunteer position, as not every project reviewed by the ARC is initially approved and some projects require substantial modifications prior to approval. The ARC will typically review about 15 projects per year. Please be advised that, at the election of the resident/homeowner, any decision made by the ARC Board can be appealed to the full CARF Board for review.

The Covenants of River Falls provide that any exterior construction or alteration project, including, but not limited to, additions and expansions, porticos, porches and decks as well as accessory structures on River Falls residential property separate from the main residence require review and approval by the ARC. In addition, window and door (including garage door) replacement, fencing, driveways, pools, courts, freestanding outdoor fireplaces, as well as walls, front walkway steps, or any project requiring a County building permit, requires review and approval from the ARC.

In order to avoid unnecessary costs and inconveniences, it is important to secure ARC approval prior to contracting for any work. Please contact the ARC early in your planning process for a review of your plans. This is important to allow adequate time in case any modifications are advised. The ARC needs at least 2 to 3 weeks to review your plans. Homeowners are also encouraged to provide preliminary design plans, drawings, a 3-D rendering (if available) and a photo of the home's existing exterior configuration prior to submitting construction plans, drawings and specifications. The ARC has a form that requests project specific information. This form must be filled out for all projects that require review by the ARC. If you have any questions, or need a copy of the ARC form, please don't hesitate to contact any of the ARC members. The form is also available on

the River Falls website ([www.Riverfalls.org](http://www.Riverfalls.org).)

In an effort to provide guidance on when it is appropriate for a homeowner to have the ARC review a particular project, the following general information is offered on the more common improvement types:

**Exterior Improvements:** The ARC reviews exterior home improvements in accordance with, and for compliance to, the Covenants of River Falls. Other than “harmony of external design,” the Covenants do not specifically contain design guidelines. The covenants simply require approval by the ARC. Generally speaking, “like-kind” replacements do not need to be reviewed by the ARC. For example, if a homeowner is replacing windows in a home with windows of the same style and materials as were original to the home (i.e. double-hung, same number of mullions, or dividers), then the ARC does not need to review the project.

**Roofs:** Traditionally, the ARC has made an exception with respect to like-kind replacement of roofs. The replacement of cedar shake roofs with the more common fiberglass-asphalt composite is permitted; however, if a homeowner is proposing a shingle type that is not typical to the homes within River Falls, then an ARC review is required. Lightweight shingles are not recommended since they have very little “relief,” or texture, and begin to deteriorate in approximately ten years.

**Driveways:** Homeowners are expected to replace driveways with similar poured concrete surfaces. If a homeowner is proposing a different type of driveway surface, not typical to homes within River Falls (such as pavers), then an ARC review is required. Asphalt driveways are not permitted.

**Mail Boxes:** When a mailbox is replaced, it should be replaced in kind, or an alternative design (such as a mailbox with a stone or brick base) should be submitted to the ARC. Usually, a name of a contractor can be found by posting an email request on the Riverfallschat listserv. Construction plans for mailboxes are available on the River Falls website ([www.Riverfalls.org](http://www.Riverfalls.org).)

**Fences:** If a homeowner intends to replace an existing fence previously approved by the ARC, then no ARC approval is required. Any new fence, or a proposed fence of a different material or height (including deer fences, see below for more information), or in a different location, requires ARC review and approval. In addition, the Covenants require that fences in River Falls not extend any nearer to the street than the minimum setback line of the building unless approved by the ARC. Homeowners with houses on corner lots must consult with the ARC as to how far fencing may be extended towards the street within the side yard of their property. Please note that all fences require a Montgomery County

**Building Permit.** In general, the ARC requires that fence materials consist of unpainted wood, though metal fences are approved on a case by case basis. However, no chain link fences are allowed. It is preferable that a fence has the same appearance when viewed from both sides, such as “shadow-box” fencing. If a single-sided fence is installed, the ARC recommends that you talk with your neighbors to solicit any input to the project or intentions to participate. In all cases, fences facing the street should have the finished side face the street. Stockade fences are strongly discouraged because they do not enhance the neighborhood, have little architectural merit, have a tendency to rot (from the ground up) and fall apart more quickly than other types.

**Deer Fences:** Deer fences present special problems, because their typical material and height are not standard for the community. If considering such a fence, please contact the ARC prior to signing any contracts. Deer fencing is approved on a case by case basis. The ARC encourages homeowners to deal with a fence company experienced in deer fence construction. The ARC is approving deer fences that utilize a light gauge of black mesh; black polyester coated galvanized pipe (e.g., 1 5/8” dia.) as vertical supports are preferred. Owners are encouraged to seek approval from neighbors with contiguous property. Please be advised that as noted above, Montgomery County requires a permit for all new fencing.

**Outdoor Hardscapes:** Outdoor hardscapes and other structures independent of the main residence on the property, such as exterior freestanding masonry fireplaces and retaining walls, require ARC review and approval prior to construction. Retaining walls are required to have a Montgomery County Building Permit before they are constructed. In addition, retaining walls 24” or taller from finished grade that retain soil need to be designed by a licensed professional.

**Additional Items:** *While not explicitly referenced in the Covenants, the ARC encourages thoughtfulness, consideration and open dialog with neighbors prior to the removal of trees, landscape screening, erection of play sets, exterior lighting, etc.*

Finally, the ARC wishes to reiterate to River Falls' residents that it is the homeowner's responsibility to be knowledgeable of the Covenants of River Falls, which are reprinted below. All homeowners should have a copy of the Covenants. Residents are also reminded that notice of the Covenants was provided to each homeowner at the time they purchased their home. At a minimum, reference to the Covenants should be noted in the Schedule of Exceptions within the title report to your property. Your settlement attorney may have provided you with a hard copy of the Covenants at the time of settlement.

**THIS DECLARATION OF COVENANTS**, made this 15th day of May, in the year One Thousand, Nine Hundred Sixty-Nine, by CLARENCE W. GOSNELL, Inc. (a Delaware corporation).

WHEREAS, the said CLARENCE W. GOSNELL, INC. is the owner of all those lots, pieces or parcels of land situate, lying and being in Montgomery County, Maryland, and being more particularly described as follows:

Lots numbered 5 through 15, inclusive, in Block lettered C; and  
Lots numbered 26 through 29, inclusive, in Block lettered E; and  
Lots numbered 23 through 29, inclusive, in Block lettered H; and  
Lots numbered 15 through 19, inclusive, in Block lettered I, in the subdivision known as "Plat Two, River Falls", as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 79 at Plat 8069.

Now, therefore, know all men by these presents that the said CLARENCE W. GOSNELL, INC., its successors and assigns, do hereby establish and impose upon the aforementioned lots in said subdivision the following protective restrictions and covenants to be observed and enforced by the said CLARENCE W. GOSNELL, INC., its successors and assigns, and all purchasers of land in the said subdivisions as follows:

**1. ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee, hereinafter known as The Committee, shall consist of not less than three (3) members appointed by the Board of Directors of CLARENCE W. GOSNELL, INC. No member of The Committee or the representative appointed for The Committee shall be held personally responsible for any decision made under the responsibility designated by these covenants. At any time, or times, CLARENCE W. GOSNELL, INC. may assign the rights reserved to it unto any person, persons, association or corporation by written instrument duly placed of record, and thereupon such assignee or assignees shall be deemed to be the successors of CLARENCE W. GOSNELL, INC. with respect to all rights reserved to it hereunder, including all provisions for consent and approval and the right to enforce the provisions hereof; and the successors from time to time holding such rights shall have like authority to assign and reassign the same and thereby to designate successors to such rights.

**2. PROCEDURE:** The Committee's approval, or disapproval, as required in these covenants, shall be in writing. In the event The Committee, or its designated representative, fails to approve, or disapprove, in writing, within sixty (60) days after plans and specifications have been submitted to it, at the main office of CLARENCE W. GOSNELL, INC., or at such other place as The Committee may later designate, said plans and specifications shall be deemed to have been

disapproved without cost to the applicant. The Committee reserves the right to charge a fee for reviewing each application for approval, as provided for in these covenants, in an amount not to exceed \$25.00. Said approvals are subject to governmental approval and inspection, if required.

**3. LAND USE AND BUILDING TYPE:** No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling with garage or other outbuildings, including tenant house, such as may be required for the reasonable needs of the owner or occupant of said residence. Every dwelling shall be used exclusively for residential purposes, except that a professional office may be maintained in a home provided that such use is limited to the person actually residing in the dwelling, and such other individuals as The Committee may approve in writing. No trailer, tent, shack, garage, barn or other outbuilding erected or placed on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Servant's quarters over a garage are permitted.

**4. ARCHITECTURAL CONTROL:** No building, fence, wall, tower or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, location of driveway and turnaround and the area to be cleared of trees have been approved by The Committee as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided herein.

**5. NUISANCES:** No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No chickens or other fowl, and no cows, pigs or other livestock, except horses, shall be kept or maintained on the subject property. Horses may be kept and ridden only in areas designated by The Committee.

**6. BUSINESS:** No trade, business or manufacture of any kind of character shall be maintained or permitted upon said premises without the written approval of The Committee.

**7. EASEMENTS:** A nonexclusive easement five (5) feet in width over and under and along the rear and side lines of each lot in the subdivision is hereby reserved for installation, maintenance and repair of sanitary sewers, storm sewers, surface drainage and public utilities, together with rights of ingress and egress thereto.

**8. VEHICLES:** No trailer, including, but not limited to, boat, horse, camper, house or travel trailers, or truck campers, or any vehicle equipped with living and sleeping facilities, may be placed on any lot or street rights of way without written approval of The Committee.

**9. COMMERCIAL VEHICLES:** Commercial autos, trucks or trailers shall not be located in front of any lot in street rights of way except in conjunction with the building operations. All other commercial autos, trucks or trailers shall be garaged, unless written exception is granted by The Committee.

**10. SIGNS:** No sign, billboard, or similar device shall be erected, placed or maintained upon said property, or any part thereof, or on the building or structure erected thereon without written approval of The Committee excepting that this covenant shall not apply to signs erected by the selling agents of this property or any part thereof.

**11. TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**12. STREET MAINTENANCE:** Until such time as the streets are taken into the appropriate municipal governmental system for maintenance, CLARENCE W. GOSNELL, INC., its successors and assigns, have the exclusive right to close streets for purposes of construction on adjoining property, installation of utilities, storm and sanitary sewers, or maintenance or improvement of said streets.

**13. SHRUBBERY:** Shrubbery on corner lots shall be limited in height so as not to obstruct the view of vehicular traffic approaching the adjacent intersection. Final authority shall rest with The Committee as to whether or not such shrubbery constitutes a safety hazard.

**14. EXCEPTION:** These covenants and restrictions shall not apply to CLARENCE W. GOSNELL, INC. during the various phases of construction and maintenance of RIVER FALLS property.

**15. ENFORCEMENT:** If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situated in said subdivision to prosecute any proceedings, at law or in equity, against the person, or persons, violating or attempting to violate said covenants, and either to prevent

him or them from so doing or to recover damages or other dues for such violation.

**16. SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

CLARENCE W. GOSNELL, INC.

Any person wishing to discuss his or her obligations under the covenants with a member of the Board of Directors of the Civic Association of River Falls should feel free to contact the CARF President, Gene Ebner, 301-299-3176, or at [carfboard@gmail.com](mailto:carfboard@gmail.com).