

BPRA Policy on Accessory Dwelling Unit Licenses

(a) Background.

Montgomery County Code §29-19(b)(1)(C) requires that any homeowner who applies for a permit to have an Accessory Dwelling Unit on their property must self-certify that the Accessory Dwelling Unit “is not prohibited by any common ownership community governing documents and any common ownership community fees for the dwelling unit are no more than 30 days past due”. Montgomery County Code § 29-19(b)(2)(A) requires that the County Department of Housing and Community Affairs notify the local homeowners’ association when such a filing is received by the Department.

(b) Notice to the Community.

If the BPRA receives a notice from the Montgomery County Department of Housing and Community Affairs that an application has been made within the community for an Accessory Dwelling Unit license (or otherwise becomes aware that an application has been made), the Association will forward a copy of the notice to the Strathmore Bel Pre Civic Association and to the owner of each home within the BPRA that abuts or confronts the property.

(c) Overdue fees.

If the homeowner who has applied for the license owes the BPRA for any fees for the property that are more than 30 days past due, then the BPRA will so notify the Department of Housing and Community Affairs.

(d) Separate structures.

If the license is for a structure separate from the property’s one-family dwelling, and the property is located in Sections 1 to 10 or 21 of Strathmore at Bel Pre, then the BPRA will notify the Department of Housing and Community Affairs that such structure is prohibited by Association’s governing documents that apply to the property. ¹

(e) One family requirement.

(1) In addition to any other requirements included in this Policy, to be in compliance with the governing documents of the BPRA, an application and license for an Accessory Dwelling Unit for any property within Sections 1 to 10 and 21 of Strathmore at Bel Pre must state that:

¹ Paragraph 1(a) of the Strathmore at Bel Pre Land Use Covenants for Sections 1 to 10 and 21 provides that:

. . . No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling . . .

- (A) The Accessory Dwelling Unit occupant(s) must all be a member(s) of the family occupying the property's one-family dwelling; and
- (B) The Accessory Dwelling Unit will not be rented separately from the entire house. ²

(2) If either the application or license for an Accessory Dwelling Unit on a property within Sections 1 to 10 or 21 of Strathmore at Bel Pre does not include the provisions set out in subsection (1), above, then the BPRA will notify the Montgomery County Department of Housing and Community Affairs that the use is prohibited by the Association's governing documents that apply to the property .

(3) For purposes of this section, a member of the family is any person who is a relative of the homeowner by blood, marriage, or adoption.

(f) Architecture, material, color, and location.

(1) In addition to any other requirements included in this Policy, to be in compliance with the governing documents of the BPRA, an application and license for an Accessory Dwelling Unit for any property within Sections 1 to 10 and 21 of Strathmore at Bel Pre must state that:

- (A) Any alteration or addition made to what is or will be the Accessory Dwelling Unit will not project beyond the front wall of the dwelling or structure as originally erected by Levitt & Sons (the original developer);³ and
- (B) Any alteration or addition to what is or will be The Accessory Dwelling Unit will conform in architecture, material, and color to the current dwelling. ⁴

² Paragraph 1(e) of the Land Use Covenants that apply to Sections 1 to 10 and 21 of Strathmore at Bel Pre provides that:

No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family or as a professional office of a physician, dentist, chiropractor, chiropractist, optometrist, attorney, accountant, architect or engineer . . .

³ Paragraph 1(b) of the Strathmore at Bel Pre Land Use Covenants for Sections 1 to 10 and 21 provides that:

An attached addition to the dwelling may be erected but only on the condition that it shall not project beyond the front wall of the dwelling or structure as originally erected by the Company and upon the further conditions set forth in Paragraph 2 hereof.

⁴ Paragraph 2 of the Strathmore at Bel Pre Land Use Covenants for Sections 1 to 10 and 21 provides that:

No building, structure, dwelling, garage, carport or breezeway shall be erected, or shall any alteration or addition to or repainting of the exterior thereof be made, unless it shall conform in architecture, material and color to the dwelling as originally constructed by the Company.

- (2)** If either the application or license for an Accessory Dwelling Unit on a property within Sections 1 to 10 or 21 of Strathmore at Bel Pre does not include the provisions set out in subsection (1), above, then the BPRA will notify the Montgomery County Department of Housing and Community Affairs that the use is prohibited by the BPRA's governing documents.