

LIBER 5017 FOLIO 357

CLERK'S OFFICE  
MONTG. CO., MD.

DECLARATION OF COVENANTS

1977 SEP 19 PM 12:09

(North Farm)

THIS DECLARATION, made this 16<sup>th</sup> day of September, 1977, by  
KETTLER BROTHERS, INC., a Maryland corporation, hereinafter called the  
"Declarant",

W I T N E S S E T H

WHEREAS, the said Kettler Brothers, Inc. is the owner of certain  
lands situated within the corporate limits of the City of Rockville,  
Montgomery County, Maryland, as said lands are more completely described  
in Schedule "A" attached hereto and made a part hereof, and

WHEREAS, Declarant is in the process of creating a series of sub-  
division plats covering said lands recorded or to be recorded among the  
Land Records of said City of Rockville and Montgomery County, Maryland  
for the purpose of creating on said lands a residential community of  
single family detached dwellings, and

WHEREAS, for the purposes hereinafter declared, Declarant desires to  
impose on all of said land as described in Schedule "A" as aforesaid,  
certain protective covenants and restrictions hereinafter set forth, and

WHEREAS, the covenants and restrictions hereinafter set forth have  
been duly adopted after careful consideration by the said Kettler Brothers,  
Inc. as those to be imposed by this instrument as aforesaid,

NOW, THEREFORE, for the purpose of: (FIRST) protecting purchasers  
of said lots from depreciation of the value thereof and to assure them  
of uniformity in the development of said property, and (SECOND)  
facilitating the sale by said Kettler Brothers, Inc., its successors  
and assigns, of said land by reason of its ability to so assure purchasers  
of such uniformity and protection against depreciation, and (THIRD) to  
make certain that said restrictions shall apply uniformly to all of said  
lots and parcels, to the mutual advantage of said Kettler Brothers, Inc.  
and all those who may in the future claim title through it, the said Declarant

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does hereby declare that the real property described in Schedule "A" as aforesaid, and such additions thereto as may hereafter be made pursuant to the provisions herein contained, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and provisions hereinafter set forth, to wit:

1. No building shall be erected or used for manufacturing, mercantile, business or commercial purposes whatever, or as an apartment, flat or dwelling for more than one family. Every dwelling shall be completely detached and shall be on a separate lot subdivided by Kettler Brothers, Inc., or on a lot established by a resubdivision to which there shall appear the consent of the said corporation, its successors or assigns. Every dwelling shall be used exclusively for residential purposes; specifically prohibiting the use thereof, in whole or in part, either by the resident or others, for any other purpose, including, but not limited to, professional offices, trade or business.

2. No commercial vehicles of any type shall be permitted to remain overnight within the property unless garaged, other than as may be used by the Developer in conjunction with building operations.

3. No private trucks, trailers or campers, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicles of any type shall be permitted to remain overnight within the property unless garaged.

4. No animals, livestock or poultry of any kind shall be kept or maintained on the property, except that not more than two (2) dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for a commercial purpose.

5. No dwelling, building or structure (including but not limited to accessory buildings, carport, garage, guest house, shed, porch, driveway, swimming pool, tower, fence or wall) shall be erected upon any lot, nor

shall any exterior alterations or additions of any character be made upon original dwelling, buildings or structures, including storm windows and doors, but not limited thereto, as above described, unless and until the cost, type and size thereof, the materials to be used in the construction, the color scheme, the plot plans and grades, specifications and details thereof, shall have been approved in writing by Kettler Brothers, Inc., or its successors or assigns, and copies of the said plans, specifications and details shall have been lodged with said corporation, and, where required by law or ordinance, permits therefor shall have been obtained from the appropriate governing authority.

6. Declarant reserves the right to charge a fee for reviewing each such application for approval as provided in paragraph 5 above in an amount not to exceed Twenty-five Dollars (\$25.00) for each such review.

7. No boats of any type shall be permitted on the property for more than fourteen (14) days unless garaged or screened in a manner approved by Kettler Brothers, Inc., its successors or assigns, pursuant to application therefor in accordance with paragraph fifth hereof.

8. No extensive work such as dismantling and repairing of motor vehicles, boats or machinery of any type shall be permitted outdoors within the property.

9. No outside radio or television antennas (including, but not limited to amateur or citizens band radio) shall be erected or maintained on the property unless and until permission, in writing, for the same has first been granted by the said Kettler Brothers, Inc., its successors or assigns.

10. No drying or airing of any clothing or bedding shall be permitted outdoors and within the property at any time on Sunday or National Holidays, nor other than during the hours of 8:00 a.m. and 5:00 p.m. on Monday thru Friday and 8:00 a.m. and 1:00 p.m. on Saturday (except when any such day shall fall upon a Holiday) and clothes hanging devices such as lines, reels,

poles, frames, etc., shall be stored out of sight other than during the times aforesaid.

11. No noxious or offensive activity shall be conducted on the property nor shall anything be permitted to be done thereon which may be or may become a nuisance or annoyance to the residents thereof.

12. Kettler Brothers, Inc., for itself, its successors and assigns, covenants that it will, at its own expense, construct, maintain, repair and reconstruct the community identification sign and appurtenances thereto within the public right of way of Monroe Street at its intersection with Montrose Road, according to approvals therefor by the City of Rockville, during the initial development period of said community; reserving, however, the right to transfer such obligation and assign the same to any person, persons, Association or Corporation in accordance with the provisions of paragraph 14 hereof.

13. Failure by Kettler Brothers, Inc., its successors or assigns and/or the owners of lots which are subject to the same restrictions to enforce any of the covenants set forth herein shall in no event be deemed a waiver of the right to do so thereafter, or of the covenant or condition itself.

14. At any time or times, Kettler Brothers, Inc. may assign the rights herein 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 Kettler Brothers, 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 in addition shall be charged with maintaining, repairing and reconstructing the said community identification sign and appurtenances as described in paragraph 12 hereof above, with full authority to levy an assessment against each lot owner subject to these covenants for the purposes of providing such maintenance, repair and reconstruction, and should said assessment not be paid by each such lot owner within thirty (30) days after levying



of the same, said person, persons, Association or Corporation so assigned such responsibilities and authorities shall be vested with the authority to enforce payment of the same by proceeding with all remedies available to it at law or in equity; and the successors from time to time holding such rights shall have like authority to assign and re-assign the same and thereby to designate successors to such rights.

15. It is expressly understood and agreed that the restriction or covenants herein contained affect only and are limited to the areas covered by the description set forth in Schedule "A" and that they shall not be construed as extending to or affecting any other land and premises, notwithstanding the fact that such other and adjacent land may be owned by Kettler Brothers, Inc.

16. Violation of any one or more of the herein contained covenants shall be enforceable by appropriate court action by Kettler Brothers, Inc., its successors and assigns, or any owner of one or more lots in the North Farm subdivision subject to these covenants.

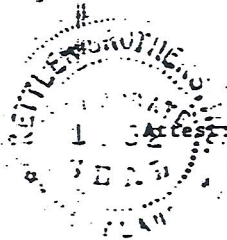
17. The foregoing covenants shall run with the land and shall be binding upon all parties and all persons claiming under Kettler Brothers, Inc. until the 31st day of December, 1990, at which time, and at five year intervals thereafter, they shall be automatically extended for such five year periods, providing, however, that such covenants may be extinguished or altered by written, recorded agreement of more than 50% of the then owners of record, recorded at least one year prior to the expiration date of the original term of these covenants or any extension thereof, providing further that nothing herein shall cause these covenants to be extinguished prior to December 31, 1990, except by unanimous consent of the owners of record.

AND, the said Kettler Brothers, Inc., its successors and assigns, reserves the right to bring within the scheme of this Declaration, by the recording of Supplementary Declarations of Covenants, Conditions and

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Restrictions, additional lands and properties in future stages of development.

WITNESS the corporate signature and seal of the said Kettler Brothers, Inc. on the day and year first hereinabove written.



KETTLER BROTHERS, INC.

Attest: Phyllis H. Bowman  
Phyllis H. Bowman, Secretary

By: Charles V. Phillips, Jr.  
Charles V. Phillips, Jr.  
Senior Vice President/General  
Manager-Residential

COUNTY OF MONTGOMERY )  
STATE OF MARYLAND ) ss

I HEREBY CERTIFY that on this 16 day of September 1977, before me, the undersigned officer, personally appeared Charles V. Phillips, Jr., who acknowledged himself to be Senior Vice President/General Manager, Residential of Kettler Brothers, Inc., a Maryland corporation, Declarant herein, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer and delivering the same as such.

WITNESS my hand and notarial seal the day and year first above written.



Diana B. Howarth  
Notary Public Diana B. Howarth

My commission expires: 7/1/78

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SCHEDULE "A"

The lands which are and shall be subject to the within covenants, conditions and restrictions include all the lands and premises as conveyed by Mary Bradley Watkins, et al, to the said Kettler Brothers, Inc., by deed dated the 3rd day of November, 1976 and recorded the 5th day of November, 1976 in Liber 4866 at Folio 665 among the Land Records of Montgomery County, Maryland, containing 96.2104 acres of land, more or less, reference being made to said conveyance for a more complete description of said lands by metes and bounds, courses and distances as therein described.