

DECLARATION OF COVENANTS

This DECLARATION, made this 5<sup>th</sup> day of December 1981, by METRO JOINT VENTURE, Co-Partnership, being the owner of the lands hereinafter described, located in the County of Montgomery, State of Maryland,

DISC. 157.00  
CHECK 157.00  
TOTAL 314.00  
MAR 31 82

WITNESSETH:

WHEREAS, in order to assure uniformity in the development of the property hereinafter described and to facilitate marketability, all to the mutual advantage of the declarants and all others who may in the future acquire title through the declarants,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said METRO JOINT VENTURE does hereby declare:

The following covenants and restrictions shall be imposed upon the land hereinafter described to be binding upon the declarants, herein, the successors and assigns of said co-partnership and transferee of title, the said covenants to run with the land and shall be binding on all persons claiming an interest under any transfer, conveyance or devise until January 1, 1991, and thereafter as hereinafter provided.

If the declarants herein, or the successor and assigns of said co-partnership or transferees of title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated at said development or subdivision to prosecute any proceedings at law or in equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1982 MAR 31 PM 3:02  
CLERK'S OFFICE  
MONTGOMERY COUNTY, MD

The property intended to be subject to, and hereby subjected to, the force and effect of these covenants and restrictions, is more particularly described as follows:

All of the lots and parcels of land shown and delineated on the subdivision plat for Derwood Station Subdivision, Montgomery County, Maryland, recorded among the Land Records of said County in Plat Book as Plat:

<u>Plat Title</u>	<u>Plat Book</u>	<u>Plat Number</u>
Derwood Station	114	13562
Derwood Station	114	13563
Derwood Station	114	13564
Derwood Station	114	13565
Derwood Station	114	13566
Derwood Station	114	13567

The covenants and restrictions being imposed by this Declaration are as follows:

1. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line or the part of the house on the lot closest to the street if that shall be further from the street, unless permitted by the Architectural Control Committee.
2. Except as later provided in this paragraph 2, no improvements shall be erected, placed, constructed or altered on any lot or part thereof subject to these covenants until and unless the building plans, specifications and plot plans showing the location, size, type of construction and such other information as the Architectural Control Committee may deem material shall have been submitted to and approved in writing by the said Architectural Control Committee hereinafter named. For the purposes of this paragraph 2, walls or related structures appurtenant thereto, and any antennas, aerals, or receiving devices. Such submission to and approval by said Architectural Control Committee shall not be necessary as to improvements to be erected by the declarants herein named.
3. The Architectural Control Committee is composed of Walter H. Magruder, Jr., Kenny Kasnett and Maynard L. Kline. The Committee may designate a representative to act for it. In the event of death or resignation of any one member of the Committee, the remaining members shall have full authority to designate a successor.

Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services pursuant to this covenant. In the event the Committee shall have no membership as hereinbefore provided, the owners of the hereinbefore mentioned property shall comprise the membership of the Committee with each lot having one (1) vote. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant.

4. 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 within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No junk vehicle, and no house trailer, shack, school bus or truck over one half (½) ton shall be kept on any lot or placed or allowed to remain on any street in this subdivision. No boat or camper shall be kept, placed or allowed to remain closer to the street line than the rear wall of the house.

6. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1991, and thereafter until such time as the owners of the majority of the aforesaid lots declare them to be null and void by an instrument in writing recorded among the Land Records of Montgomery County, Maryland. From and after January 1, 1991, the owners of a majority of the aforesaid lots may modify these covenants in any way by recording a modification instrument among the Land Records of Montgomery County, Maryland.

These covenants shall be binding upon the declarant herein, the successors and assigns of said co-partnership and transferees of title for the period of time hereinbefore set forth.

IN TESTIMONY WHEREOF, on the 5<sup>th</sup> day of December, 1981, the said METRO JOINT VENTURE has caused these presents to be signed in the co-partnership name by Walter H. Magruder, Jr., President of Magruder Corporation, General Partner, attested by Dianne A. Magruder, Secretary of Magruder Corporation, General Partner.

METRO JOINT VENTURE

BY: Walter H. Magruder, Jr.  
Walter H. Magruder, Jr.  
President  
Magruder Corporation  
General Partner

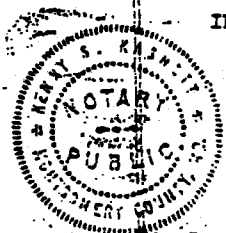
ATTEST:

Dianne A. Magruder  
Dianne A. Magruder  
Secretary  
Magruder Corporation  
General Partner

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this 5<sup>th</sup> day of December 1981, before me, the undersigned officer, personally appeared Walter H. Magruder, Jr., who acknowledged himself to be the President of Magruder Corporation, General Partner in the Metro Joint Venture, and as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Co-Partnership by himself as General Partner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Kerry S. Kasset

My Commission expires: