

DECLARATION OF COVENANTS

This Declaration of Covenants made this 14th day of October

19 68, by PULTE DEVELOPMENT COMPANY, a Maryland Corporation, owner of Lots 1-14 Block A; 1-6 Block B; 1-4 Block C; 43 & 44 Block D; 1-9 Block D; 1, 12 & 13 Block E; 1-11 Block G; 1-8 Block M; 1 & 2 Block L; 1-29 Block H; 3-28 Block J; 1-17 Block K; in the subdivision known as POTOMAC COMMONS and as such owner desires and does hereby impose the following covenants and restrictions on said lots:

1. COVENANT'S BASIC PURPOSE: The basic purpose of these covenants is to establish and maintain POTOMAC COMMONS as a highly desirable, attractive and pleasant residential community, in accordance with the standards prevailing for communities in the suburban Washington, D. C. area.

2. LAND USE: All land shall be used exclusively for private dwelling purposes (except that land may also be used for "Uses Permitted", or "Special Exceptions" granted, under the applicable provisions of the Montgomery County Zoning Ordinance, provided that any such Use or Exception must also have been expressly approved in writing by PULTE DEVELOPMENT COMPANY, Developer of POTOMAC COMMONS or by the Community Committee).

3. PROHIBITIONS: Without the approval of the Community Committee as provided for below, no land owner shall cause or permit any of the following:

(a) the erection, constructions, or placement of any building, outbuilding, addition, improvement, structural change, change in exterior design, change in land grade, fence, or wall, of any kind; or

(b) the existence of any physical condition or of any activity which by virtue of its appearance, noise or odor, and taking into consideration its duration, intensity and other pertinent factors, is determined to be - in the sole judgment of the Community Committee - an unreasonable infringement or intrusion upon or nuisance to the health, comfort, peace, quiet, or pleasant enjoyment of any owner or occupant elsewhere in the POTOMAC COMMONS community. Without limiting the generality of the foregoing, some examples of the physical conditions or activities intended to be prohibited by the foregoing would include: (1) the existence of any dumping ground, or any unscreened, unattractively screened, or unsanitary trash or garbage storage area or incinerator; (2) the keeping of any animals or fowl (other than domesticated dogs or cats, or usual indoor family pets); (3) the existence of any signs, billboards or like objects, or bizarre exterior color scheme; and (4) leaving in view any

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vehicle, equipment, or like object which has the appearance of being unserviceable or in state of disuse or disrepair.

4. APPROVALS AND DISAPPROVALS: The community Committee ("Committee") acting solely in accordance with its own honest judgment, shall make all necessary determinations hereunder, including the issuance of approvals and disapprovals hereunder, and the interpretation hereof. The Committee shall consist of the corporate officers of PULTE DEVELOPMENT COMPANY (Developer of POTOMAC COMMONS), or by such substitute(s) as they may at their discretion appoint; no later than January 1, 1973, the right and duty of such corporate officers to exercise the Committee powers shall completely terminate, and thereafter said committee shall consist of (and said Committee's powers shall be exercised by) a group of persons to be chosen, constituted and perpetuated in a method and manner approved by the owners of a majority of the residences located in POTOMAC COMMONS. The said Developer shall give written notice to all owners of the method and manner so approved.

At any time hereunder, any required Committee approval shall be conclusively deemed to have been granted (1) if a matter hereunder has been expressly submitted to the Committee for approval and the Committee has failed to act thereon for a period of thirty (30) days thereafter, or (2) if the physical condition or activity complained of has continuously existed, with the knowledge of the Committee, for a period of ninety (90) days without any action of disapproval being taken in such period by the Committee.

5. ENFORCEMENT: In addition to all other rights, and remedies, the Committee or its authorized representatives is hereby empowered to take any such steps as the Committee deems necessary summarily to abate, remove, remedy or correct any violation or breach hereof, at the sole expense of the person or owner responsible therefor, and for such purposes may enter onto the land with respect to which such breach or violation exists, without incurring any legal liability therefor.

6. LAND OCCUPANCY: Until January 1, 1973, no lot shall be occupied, or otherwise used as a dwelling or residence, for or by any person(s) other than the Grantee herein and members of his family (except for such persons who may be employed as domestic servants of the Grantee for the term or terms of such employment) unless and until such occupancy shall have received the approval of PULTE DEVELOPMENT COMPANY ("Developer") its successors and assigns.

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In acting hereunder, Developer shall evaluate any proposed occupant solely from the standpoint of:

- (a) congeniality with the then existing property owners in the community, and
- (b) financial ability to maintain the standards of the community, within the contest and for the purposes of: protecting the Developer's sizeable investment in POTOMAC COMMONS; reflecting the Developer's continuing financial interest until the POTOMAC COMMONS community shall have been completed; reflecting the Developer's extensive experience in subdivision work and the marketing of dwelling houses; maintaining and preserving each property sold (and the surrounding properties) in POTOMAC COMMONS as desirable residential property; and, protecting each owner's investment herein. Provided, however, that none of the provisions of this Paragraph 6, shall be applicable to any occupancy next following the transfer of title under a bona fide foreclosure sale of a Deed of Trust.

7. SEVERABILITY: Each and every one of the covenants herein are independent and severable, and accordingly, any invalidation of any one or more of these covenants shall in no way effect any of the other covenants herein.



PULTE DEVELOPMENT COMPANY

By John L. Payne
John L. Payne, Vice President

Albert H. Snyder
Albert H. Snyder, Assistant Secretary

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) to wit:

On this 14 day of October, 1968, before the undersigned officer, personally appeared John L. Payne, who acknowledged himself to be the Vice President of PULTE DEVELOPMENT COMPANY, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing Declaration of Covenants for the purposes therein contained, by signing the name of said corporation by himself as such officer.

In witness whereof I hereunto set my hand and official seal.

Victor A. DeLeon
Notary Public
Victor A. DeLeon

My Commission expires: July 1st, 1969

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