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DECLARATION OF COVENANTS

Id# 2-1-2873282

THIS DECLARATION OF COVENANTS ("Declaration") made this 30th day of MAY, 1991, by Milestone Joint Venture, a Maryland general partnership ("Declarant") owner of a certain tract of land lying and being in Montgomery County, Maryland, and more particularly described as follows:

All of that piece or parcel of land, situate, lying and being in the Clarksburg (2nd) Election District of Montgomery County, Maryland as described on Exhibit "A" attached hereto and incorporated by reference herein (the "Property"); the same being described in a conveyance from Elaine Milestone, et al. to Milestone Joint Venture by Deed dated March 26, 1990 and recorded among the Land Records of Montgomery County, Maryland in Liber 9246 at folio 741.

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which said tract of land the Declarant does contemplate dividing into building lots and recording the same among the Land Records of Montgomery County, Maryland subsequent to the recordation of the Declaration among said Land Records.

WHEREAS, Declarant intends to create a community association which will have certain maintenance and architectural control responsibilities related to the common areas and the lots within the Property.

WHEREAS, Declarant desires, by the execution of the within document, to declare, grant and create certain covenants and make public certain agreements with Montgomery County, Maryland, which will be binding on the Declarant, its successors and assigns, (including, without limitation, the community association to be formed), and on the land and improvements within the Property, so that reference to the within Declaration on the Subdivision Plats to be recorded hereafter shall constitute incorporation of the within instrument on the record plat by the reference (identified as P.I.C.A.E.) thereon.

NOW, THEREFORE, this Agreement Witnesseth that the Declarant, does hereby covenant and agree as follows:

1. That Montgomery County, Maryland, or its duly designated agents shall have the right to enter upon the area designated as P.I.C.A.E. for the purposes of installing and maintaining public improvements, including, but not limited to:

- (a) street paving, curb and gutter
- (b) street signs
- (c) traffic control signs and devices
- (d) storm drainage
- (e) street lights and related underground wiring

2. That the said Subdivision Plats shall designate thereon the areas to be subject to this agreement which areas shall be labeled Public Improvement and Community Association Easement or P.I.C.A.E.

3. No fence, wall, or permanent structures (other than mailboxes) shall be erected within the areas designated other than those structures which shall be approved by the Department of Transportation of Montgomery County, Maryland (MCDOT).

4. No large shrubs which interfere with sight distance along the street shall be planted within the area designated as P.I.C.A.E. Street trees may be planted provided they conform with Montgomery County and MCDOT requirements. All street trees within the area designated as P.I.C.A.E. shall be maintained by the community association. Montgomery County, MCDOT and their duly



designated agents shall not be responsible for the replacement of any street trees damaged during the maintenance of public improvements.

5. The community association shall be responsible for the repair, replacement and maintenance of any sidewalk for any reason (excluding the driveway apron section) located within the area designated as P.I.C.A.E.

6. Driveway aprons and any sidewalk sections designed for the benefit of individual lots within the Property shall be maintained exclusively by the owner of the lot served by the driveway apron. Each individual lot owner shall also be responsible for snow and ice removal on that section of sidewalk within the area designated as P.I.C.A.E. which is located on that respective lot.

7. Any conveyance of a lot made by the Declarant and its successors and assigns shall be conclusively deemed to incorporate this Declaration, whether or not specifically set forth in such conveyance.

8. This Declaration constitutes the entire agreement. The terms, conditions and provisions of this Declaration shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

9. Any modifications, waivers and consents regarding this Declaration shall be binding only if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced. The Declarant, Montgomery County and any community association created by Declarant having obligations hereunder agree to execute such modifications or further assurances as may be reasonable.

10. Whenever the word or words, Milestone Joint Venture, "Declarant", appear herein, they shall be deemed to include the successors and assigns of the same.

[Signature page follows]

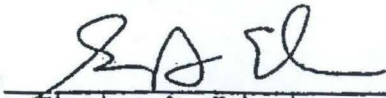
WITNESS the corporate signatures and seal on the date above written.

ATTEST:

MILESTONE JOINT VENTURE,
a Maryland general partnership

By: CLASSIC COMMUNITY CORP.,
General Partner




By: 
Stephen A. Eckert
President

By: NATELLI ASSOCIATES LIMITED
PARTNERSHIP, a Maryland limited
partnership, General Partner

By: NATELLI CONSTRUCTION
CORPORATION, a Maryland
corporation, General
Partner



By: 
Thomas A. Natelli
President

STATE OF Maryland *
COUNTY OF Prince George's * to wit:

I HEREBY CERTIFY that on this 28th day of May, 1991, before me, a Notary Public in and for the State and County aforesaid, personally appeared Stephen A. Eckert, known to me (or satisfactorily proven) to be the President of Classic Community Corp., a general partner of Milestone Joint Venture, a Maryland general partnership, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said corporation.

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



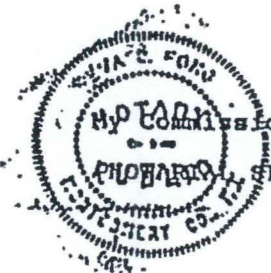
Jill S. John
Notary Public
JILL S. JOHN

My Commission Expires: November 13, 1994

STATE OF Maryland *
COUNTY OF Montgomery * to wit:

I HEREBY CERTIFY that on this 30th day of May, 1991, before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas A. Natelli, known to me (or satisfactorily proven) to be the President of Natelli Construction Corporation, general partner of Natelli Associates Limited Partnership, a general partner of Milestone Joint Venture, a Maryland general partnership, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said corporation.

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



Eva C. Foley
Notary Public
Eva C. Foley

My Commission Expires: September 1, 1992

DESCRIPTION
TWO PARCELS CONTAINING 84.55713 ACRES
PART OF MILESTONE PROPERTY
LIBER 7468 FOLIO 769

All of that piece or parcel of land, situated, lying and being in the Clarksburg (2nd) Election District of Montgomery County, Maryland; the same being part of Parcels A through F as described in a conveyance from Cadillac Realty Corporation, a Maryland corporation, to (I) Elaine Milestone, individually; (II) Elaine Milestone Trust; (III) Scott A. Milestone Trust; and (IV) Scott Adam Milestone Irrevocable Trust (1979) by a deed dated 30 December, 1986 and recorded among the Land Records of Montgomery County, Maryland in Liber-7468 at Folio 769, the same being more particularly described as follows:

PARCEL 1

COMMENCING FOR THE SAME at the beginning of the 4th line of "PARCEL C" in aforesaid Liber 7468 at Folio 769; and running along said 4th line and along the 1st line of "Parcel D" of said Liber 7468 at Folio 769, 265.72 feet along the arc of a curve deflecting to the right having a radius of 5064.50 feet (Chord: South 17° 57' 19" East, 265.69 feet) to a point; thence South 73° 40' 49" West, 56.48 feet to the POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING run

1. South 73° 40' 49" West, 28.80 feet to a point; thence
2. North 22° 28' 11" West, 12.53 feet to a point; thence
3. North 36° 45' 29" West, 60.00 feet to a point; thence
4. North 55° 15' 29" West, 67.00 feet to a point; thence
5. North 65° 15' 29" West, 100.00 feet to a point on the southerly right-of-way line of a 50' wide Columbia Gasline right-of-way as recorded among the aforesaid Land records in Liber 2901 at Folio 656; thence along said southerly right-of-way line
6. South 73° 44' 31" West, 475.00 feet to a point; thence leaving said southerly right of way line
7. North 19° 39' 32" West, 264.74 feet to a point; thence
8. North 41° 43' 56" West, 145.00 feet to a point; thence
9. North 30° 16' 04" East, 142.00 feet to a point; thence
10. North 22° 23' 56" West, 94.00 feet to a point, said point lying South 22° 47' 31" West, 551.22 feet from a concrete monument found at the end of the 4th line of "Parcel H" in aforesaid Liber 7468 at Folio 769; thence
11. North 73° 11' 43" West, 190.09 feet to a point; thence

Boundary - Milestone J.V. Parcel

Job No. 111-RXC

LIBRARY 7781

12. South 33° 00' 00" West, 100.00 feet to a point; thence
13. North 77° 35' 22" West, 100.00 feet to a point; thence
14. South 76° 20' 07" West, 231.45 feet to a point; thence
15. South 52° 34' 57" West, 208.10 feet to a point; thence
16. South 30° 26' 02" West, 233.04 feet to a point; thence
17. South 05° 30' 17" East, 339.35 feet to a point; thence
18. South 07° 10' 54" East, 98.26 feet to a point on the southerly right-of-way line of said 50' wide Columbia Gas line right-of-way; thence along said southerly right-of-way line
19. South 74° 00' 18" West, 20.00 feet to a point; thence leaving said southerly right-of-way line
20. South 47° 53' 11" West, 80.00 feet to a point; thence
21. North 74° 48' 08" West, 68.00 feet to a point on said southerly right-of-way line; thence along said southerly right-of-way line
22. South 74° 00' 18" West, 72.00 feet to a point; thence leaving said southerly right-of-way line
23. South 12° 00' 18" West, 137.00 feet to a point; thence
24. South 11° 59' 42" East, 100.00 feet to a point; thence
25. North 75° 30' 18" East, 120.00 feet to a point; thence
26. South 23° 29' 42" East, 70.00 feet to a point; thence
27. South 31° 00' 20" East, 115.11 feet to a point; thence
28. South 39° 46' 28" East, 137.67 feet to a point; thence
29. South 55° 25' 24" East, 78.79 feet to a point; thence
30. South 70° 51' 35" East, 139.02 feet to a point; thence
31. North 87° 53' 29" East, 71.03 feet to a point; thence
32. North 75° 50' 41" East, 138.06 feet to a point; thence
33. North 57° 04' 20" East, 48.71 feet to a point; thence
34. South 65° 54' 30" East, 153.10 feet to a point; thence
35. South 77° 20' 18" East, 349.02 feet to a point; thence
36. South 75° 41' 17" East, 103.77 feet to a point; thence
37. South 17° 00' 18" West, 207.89 feet to a point of tangency; thence

aving a radius of 480.01 feet
(Chord: South 27° 15' 35" West,
171.90 feet) to a point; thence

PLANS 11010

9. North 59° 19' 42" West, 131.05 feet to a point; thence
0. South 40° 01' 13" West, 97.42 feet to a point; thence
1. North 59° 46' 45" West, 287.63 feet to a point; thence
2. South 20° 25' 18" West, 115.00 to a point; thence
3. 346.13 feet along the arc of a curve deflecting to the left having a radius of 730.00 feet (Chord: North 83° 09' 42" West, 342.89 feet) to a point; thence
4. South 06° 44' 42" East, 178.00 feet to a point; thence
5. 501.34 feet along the arc of a curve deflecting to the right having a radius of 552.00 feet (Chord: South 70° 43' 36" East, 484.28 feet) to a point; thence
6. South 44° 42' 29" East, 67.00 feet to a point; thence
7. South 45° 17' 31" West, 137.00 feet to a point; thence
8. South 01° 42' 29" East, 27.28 feet to a point; thence
9. South 48° 42' 29" East, 134.00 feet to a point; thence
10. South 08° 42' 29" East, 42.43 feet to a point; thence
11. South 57° 42' 29" East, 50.00 feet to a point; thence
12. South 32° 42' 36" West, 74.43 feet to a point; thence
13. South 57° 17' 24" East, 165.00 feet to a point; thence
14. South 82° 54' 49" East, 35.92 feet to a point; thence
15. South 77° 26' 55" East, 107.60 feet to a point; thence
16. South 85° 28' 40" East, 60.53 feet to a point; thence
17. North 44° 11' 20" East, 40.00 feet to a point; thence
18. South 30° 11' 53" East, 46.75 feet to a point on the proposed northerly right-of-way line of FATHER HURLEY BOULEVARD (M-27) (150' R/W); thence along said proposed northerly right-of-way line the following three (3) courses
19. 673.25 feet along the arc of a curve deflecting to the right having a radius of 1984.86 feet (Chord: North 69° 31' 09" East, 670.02 feet) to a point of tangency; thence
20. North 79° 14' 10" East, 199.30 feet to a point; thence

62. North 11° 18' 17" West, 722.84 feet to a point; thence
63. South 76° 09' 41" West, 18.57 feet to a point; thence
64. South 12° 41' 06" East, 70.22 feet to a point; thence
65. South 72° 10' 18" West, 60.00 feet to a point; thence
66. South 78° 13' 24" West, 200.09 feet to a point; thence
67. North 13° 39' 16" West, 103.93 feet to a point; thence
68. South 78° 12' 01" West, 102.11 feet to a point; thence
69. South 60° 47' 04" West, 90.83 feet to a point; thence
70. South 42° 18' 06" West, 72.25 feet to a point; thence
71. South 27° 38' 59" West, 65.82 feet to a point; thence
72. North 59° 39' 42" West, 110.10 feet to a point; thence
73. 186.17 feet along the arc of a curve deflecting to the left having a radius of 800.00 feet (Chord: North 23° 40' 18" East, 185.75 feet) to a point of tangency; thence
74. North 17° 00' 18" East, 210.71 feet to a point; thence
75. South 75° 41' 17" East, 85.01 feet to a point; thence
76. South 81° 29' 42" East, 140.00 feet to a point; thence
77. North 82° 30' 18" East, 120.00 feet to a point; thence
78. South 76° 59' 42" East, 85.00 feet to a point; thence
79. North 75° 00' 18" East, 80.00 feet to a point; thence
80. North 63° 57' 27" East, 88.05 feet to a point; thence
81. North 42° 07' 17" East, 89.03 feet to a point; thence
82. North 24° 49' 57" East, 40.46 feet to a point; thence
83. North 76° 52' 00" East, 106.87 feet to a point; thence
84. North 11° 18' 17" West, 238.08 feet to a point of curvature; thence
85. 702.28 feet along the arc of a curve deflecting to the left having a radius of 8594.36 feet (Chord: North 13° 58' 44" West, 702.08 feet) to the POINT OF BEGINNING containing 3,582,214 square feet or 82.25928 acres of land, more or less.

SUBJECT TO easements and restrictions of record.

- PARCEL 1A

BEGINNING FOR THE SAME at a point on the 4th line of Parcel C in aforesaid Liber 7468 at Folio 769, said point being 263.71 feet along the arc of a curve deflecting to the right having a radius of 5064.50 feet (Chord: South 17° 57' 19" East, 263.69 feet) from the beginning thereof; said point lying on the 1st line of Parcel B of said Liber 7468 at Folio 769; thence running with and along the 1st, 2nd, 3rd and 4th lines of said Parcel B and along the 3rd line of Parcel A in aforesaid Liber 7468 at Folio 769 the following four (4) courses

1. 211.60 feet along the arc of a curve deflecting to the right having a radius of 5064.50 feet (Chord: South 15° 15' 19" East, 211.50 feet) to a point; thence
2. South 14° 03' 30" East, 204.81 feet to a point; thence
3. 243.71 feet along the arc of a curve deflecting to the right having a radius of 4957.50 feet (Chord: South 12° 39' 00" East, 243.69 feet) to a point; thence
4. South 11° 14' 30" East, 1292.00 feet to a point; thence leaving the 3rd line of said Parcel A
5. South 78° 45' 30" West, 44.98 feet to a point; thence
6. North 11° 30' 17" West, 1245.00 feet to a point of curvature; thence
7. 702.28 feet along the arc of a curve deflecting to the left having a radius of 8594.36 feet (Chord: North 13° 58' 44" West, 702.00 feet) to a point; thence
8. North 73° 40' 49" East, 56.48 feet to the POINT OF BEGINNING, containing 100,095 square feet or 2.29785 acres of land, more or less.

SUBJECT TO easements and restrictions of record.