

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOXFIELD AT MIDDLETOWN**

THIS DECLARATION made on the date hereinafter set forth by COBLENTZ FARM LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter sometimes collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate located in the Middletown Election District, Frederick County, Maryland, said real estate being part of all and the same real estate conveyed by Lois Ann Holder and Charles H. Coblentz, Sr., Co-Personal Representatives of the Estate of Catherine P. Coblentz, unto Coblentz Farm Limited Partnership, a Maryland Limited Partnership, by deed dated September 15, 1988 and recorded in Liber 1513 at folio 37, among the aforesaid Land Records, which said property Declarant desires to develop as a residential subdivision to be known as Foxfield at Middletown; and

WHEREAS, Declarant wishes to establish Covenants, Conditions and Restrictions for the development of the abovementioned property as hereinafter described; and

WHEREAS, said Covenants, Conditions and Restrictions shall apply to all of the lots indicated and shown on a plat of subdivision entitled "Final Plat, Section I, Lots 1 to 6, FOXFIELD AT MIDDLETOWN" recorded in Plat 43 at page 157, among the Plat Records of Frederick County, Maryland; and supplements to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are established for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof and any future amendment or resubdivision thereof.

1. The area of the property subject to this Declaration (sometimes called the "property", the "subject property" and/or the "lots" as the context shall require) may be increased by filing among the Land Records of the jurisdiction referred to above, supplements to this Declaration, which need only be signed by the Declarant, the owner of additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration.

2. The lots of said property, as now laid out or as hereinafter altered or modified, shall be used for residential purposes only and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and normal residential incidental structures (such as, but not limited to, storage sheds, pool/bath houses, fences, and private garages for not more than four automobiles). No dwelling shall be permitted on any lot the ground floor area of the main structure, exclusive of one-story open porches and garages, of which shall be less than 2,200 square feet for a one-story dwelling. A two-story dwelling, exclusive of open porches and garages, shall contain in the aggregate a minimum of 3,000 square feet for the combined first and second floors and a one and a half story dwelling, exclusive of open porches and garages, shall contain a minimum of 2,500 square feet with not less than 2,000 square feet on the first floor. Additionally, private recreational facilities such as tennis courts and swimming pools are allowed as approved by the Architectural Control Committee as provided in paragraph 3. below. Lastly, real estate sales, construction offices and signs may be erected, maintained and operated on any part of said land

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and in any building or structure now or hereafter erected thereon during the original construction and sales as approved by the Architectural Control Committee.

3. No building, fence, wall or structure of any kind (including satellite disk or dish and antenna) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the building, fence, wall or structure have been approved by the Architectural Control Committee as to the quality of workmanship, materials, colors, overall size and proportions and harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

Subject to removal by Declarant upon completion of development and construction as set forth below, the Architectural Control Committee is composed of one person, namely, Gholamali Memarsadeghi, 5705 Industry Lane, Frederick, Maryland 21701. Gholamali Memarsadeghi may designate a representative to act for him. In the event of death or resignation of Gholamali Memarsadeghi, Declarant shall have full authority to designate a successor. Neither Gholamali Memarsadeghi nor his designated representative shall be entitled to any compensation for services performed, pursuant to this covenant. Upon the completion of the development and construction of Foxfield at Middletown Subdivision, all rights, responsibilities and obligations of the Architectural Control Committee may be assigned by the Declarant to a Board elected by lot owners with each lot representing one vote., or any other persons or entity as may be expressly designated in writing by Declarant in its sole discretion, which shall thereafter cause to be created an Architectural Control Committee composed of Foxfield at Middletown residents (3 minimum) to act thereas and assume all rights, responsibilities and obligations of the Architectural Control Committee as set forth herein.

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 plans and specifications within thirty (30) days after plans and specifications have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been fully complied with. Any alteration, construction or fence begun before or during the submission to the Architectural Control Committee shall be deemed to be disapproved without further action by the Committee and shall be removed immediately upon demand by the Committee or its authorized representative whether said demand is made before or after the completion of said alteration, construction or fence.

4. No dwelling shall be permitted on any lot until the construction plans and specifications and a plan showing the location have been approved by the Architectural Control Committee as provided in Paragraph 3 above.

The Architectural Control Committee shall particularly review and approve the material which is proposed for installation on all exposed exterior surfaces on dwellings, storage sheds, pool/bath houses, garages, fences and other structures to be constructed on a lot. Said materials shall be of brick, stone, natural wood, stucco, weatherboard, aluminum or vinyl siding or combination thereof.

5. (a) No building (except removable storage sheds) shall be erected or located on any lot nearer to the front, side or rear lot lines than the minimum building setback lines as in effect and required by the Frederick County Zoning Ordinance at the time of construction.

(b) For the purposes of this covenant, eaves, steps, open porches and garden courts shall not be considered as a part of the building. This exception does not apply to paragraph 7. below.

(c) An encroachment into the aforesaid setback areas of not more than 12 inches, or as approved by the Frederick County Board of Appeals, shall not constitute a violation of these restrictions.

6. (a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front, side and rear six feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(b) In addition to the aforesaid easements, the Declarant, their successors and assigns, reserve, until such time as all roads shall be paved and accepted into the county road system, a revertible slope easement along those portions of the lot bordered by a public street or road extending back not further than the building setback line. Declarant may grade or slope this area in order to meet the requirements of the Frederick County Government and other appropriate agencies with respect to slope and grade easements in connection with county roads. No trees, plants, shrubs or improvements other than those installed by the Declarant and other than grading shall be placed in the area until such time as the adjoining roads or streets are accepted into the county system. This revertible slope easement shall expire and become null and void and revert back to the individual lot owners at such time as the roads are constructed and accepted by Frederick County for maintenance.

7. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines as shown on the recorded plat or any amendment to or resubdivision thereof, excepting that when the rear yard of a home has frontage on a street which has denied access as noted on the recorded plat, this requirement will not apply. Notwithstanding the foregoing, no fences or walls shall be permitted to extend towards the street beyond the front corner of any dwelling. No fence or wall shall exceed 48 inches in height and shall not interfere with underground or surface drainage, structures, pipes or ditches. This height restriction shall not apply to enclosures of patios or open garden courts or retaining walls required by topography, but which enclosures, patios and retaining wall shall require a written approval of the Architectural Control Committee as provided in Paragraph 3.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or detrimental to health and/or safety.

9. No structure of a temporary nature, trailer, quonset hut, cabin, tent, shack, or other similar building shall be used on any lot at any time as a residence, either temporarily or permanently. No partially completed dwelling, including basement, garage or other stage of construction shall likewise be used as a residence.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs and no more than two cats or other similar domestic household pets, (i.e., two dogs and two cats and two birds per dwelling) may be kept provided that they are not kept, bred, or maintained for any commercial purposes and are not permitted to roam at large or are kept in such a manner as to become a nuisance to neighbors or adjoining property owners.

12. That portion of any lot covered by these covenants, which is not occupied by a building, shall be kept free and clear of all weeds and debris so that the same may be identified as a residential lot. Any lot which has been sold, but on which no building has been constructed, shall likewise be kept free and clear of debris, pending the construction of a residence thereon. Each property owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish, and at all times maintain said property in a neat and sanitary condition.

13. No automobiles, trucks under two tons, vans, recreational trailers, boats or any other vehicles or equipment of a similar nature shall be allowed on any property unless they display a valid current license or registration, or are stored in a garage and out of public view excepting that recreation vehicles and boats may be parked on a lot only with the approval of the Architectural Control Committee as to location and screening. In addition, no such vehicle shall be parked on the streets of the subdivision for a continuous or intermittent period to exceed 24 hours. No trucks over two tons, buses, tractors, trailers or similar items are permitted to be parked on any lot or any streets of the subdivision with or without a current registration or license, except for such vehicles that builder may require to be located during the construction and sales period.

14. All purchasers of lots within the property subject to this Declaration expressly acknowledge that the Declarant has precluded any argument that all sections or any portion of any section of the Foxfield at Middletown Subdivision are subject to a common scheme of development. Accordingly, it is agreed and understood that Declarant shall have the right, in its sole discretion, to extend the terms and provisions of this Declaration to any and/or all future sections of residential lots developed by Declarant within the Foxfield at Middletown Subdivision.

Further, it is understood that Declarant shall have the right, in its sole discretion, to impose different covenants, conditions and restrictions than those contained in this Declaration upon any one, or more, or all of the future sections of residential lots developed by Declarant within the Foxfield at Middletown Subdivision. The purpose of the provisions of this Paragraph 14 is to afford to the Declarant the widest latitude in the development of the Foxfield at Middletown Subdivision, and no lot owner subject to this Declaration and no other person shall, after the recordation hereof, rely upon any presumption involving a common scheme of development with respect to Foxfield at Middletown Subdivision.

15. Subject to the provisions of Paragraph 2, these covenants are to run with the property and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots subject to this Declaration that have been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement shall be by proceedings at law and may be in nature as against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

It is further agreed by and between the Declarant and subsequent lot owners and by and between the lot owners who own lots in the future, in all cases for themselves and their respective personal representatives, heirs, successors and assigns, as follows:

(a) Any and all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon Declarant may be assigned or transferred by Declarant, its successors and assigns, to any one or more corporations, individuals, or associations, agreeing to accept the same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Frederick County, Maryland, and upon recordation thereof, the Grantee or Grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration.

(b) These Covenants are to run with the land as designated on the aforesaid plat, and shall be binding on the owners of all lots on said plat, their personal representatives, heirs, successors and assigns and all parties claiming by, through or under them.

18. It shall not be necessary to incorporate the covenants herein set forth in every deed of conveyance for lots set forth on the aforescribed plat recorded or to be recorded for sections of residential lots among the Plat Records of Frederick County, Maryland, but the reference to this Declaration and restrictive covenants herein shall be in sufficient notice of said covenants.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and affixed its Seal this 16th day of July, 1990.

WITNESS:

COBLENTZ FARM LIMITED PARTNERSHIP
a Maryland Limited Partnership
By: ADMAR CONSTRUCTION, INC.

By: Gholamali Memarsadeghi (SEAL)
Gholamali Memarsadeghi
President of Admar Construction, Inc.
General Partner of Coblentz Farm Limited Partnership

Russell T. Horman
RUSSELL T. HORMAN