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DECLARATION OF COVENANTS

This Declaration of Covenants made this 3rd day of October 2019 by Shawn Putnam of **PUTNAM HOMES, LLC** (hereinafter, the "Declarants"), residents of Frederick County, Maryland.

WHEREAS, the Declarants are the fee simple owners of various parcels of land situate, lying and being in Frederick County, Maryland, and being known and designated as follows:

That parcel of land situate, lying and being Hawbottom Road, Hollows Divide, Middletown in Frederick County, Maryland, and described as Lot 201, Lot 202, and Lot 203 as shown on the Combined Preliminary/Final Plat Section 1, which plat is recorded in Plat Book 101, page 176 among the Plat Records of Frederick County, Maryland. (hereinafter, the "Property")

WHEREAS, in order to assure uniformity in the development of the Property hereinbefore described, and to facilitate marketability all to the mutual advantage of the Declarants, and others who may in the future acquire title through the Declarants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said Declarants do hereby establish and impose upon the hereinbefore described real estate the following protective restrictions and covenants to be enforced by the said Declarants, their heirs, Personal Representative and assigns, and to be observed by all Purchasers of parcels of said Property, these restrictions and covenants to run with the lands as follows:

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Said Lots 201, Lot 202, Lot 203 (hereinafter, the "Lot" or "Lots") shall be used exclusively for residential purposes, provided, however, there shall be permitted thereon the operation of Home Occupations as the same are defined in the Zoning Ordinance of the Frederick County Code and the annotated code of Maryland, so long as they do not require a special exception for such use, and as the same may be from time to time amended. The Declarants, however, for themselves, their heirs, devisees, personal representatives, successors and assigns, reserve the right, prior to sale and transfer of any of the Lots on the Property, pursuant to a recorded Subdivision plat, to alter, amend, and change any lot lines or the Subdivision plan. No building shall be erected, altered, placed or permitted to remain on any of the Lots other than one

NO TAX PAYMENT REQUIRED
Treasurer of
Frederick County Maryland
PER:
DATE: 10 8 19

single-family detached dwelling per Lot. Garages and other approved structures are for use solely by the lot owners, or their tenants, who occupy the single family dwelling unit located on the Lot. No mobile home or any doublewide mobile home shall be erected, altered, places, or permitted to remain on any of the Lots at any time. No motor home, camper or travel-trailer will be permitted to be used for temporary or permanent habitation in excess of seven (7) days.

Section 2. Auxiliary structures will be permitted, but shall not exceed 1,300 square feet or the footprint of the single-family dwelling on said Lot, unless said auxiliary building is approved by Declarant. No auxiliary structure shall be built within twenty (20) feet of a boundary line with a maximum of two (2) auxiliary structures on any Lot.

Section 3. No tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic nor shall they be planted or maintained within five (5) feet the boundary line of any Lot. In order to maintain the residential character and appearance of the development, all lawns shall be seeded and kept mowed to a height not exceeding six (6) inches. Owners of Lot 203/8702 Hawbottom Road, are required to maintain only the one and a half acres immediately surrounding the house. In the event an owner clears a portion of a Lot, grass shall be planted and maintained as a lawn in keeping with the residential character of the development and all fallen trees shall be removed from any Lot within a reasonable time.

Section 4. Lot Owners shall, at all times, maintain their Lot, any structures on said Lot, and all appurtenances thereto in good repair and in a state of neat appearance and free of debris, rubbish and other refuse.

Section 5. No sign, including professional home occupation signs, of any kind that is illuminated and/or larger than two (2) square feet shall be displayed to the public view on any Lot, except temporary real estate signs not more than four (4) square feet in area advertising the Lot's dwelling for sale or rent. All signs advertising the Lot's dwelling for sale or rent shall be removed within seven (7) days from the date of execution of any agreement of sale or rental.

Section 6. The maintenance, keeping, boarding or raising of animals, horses, livestock or poultry of any kind must follow the requirements and ordinances put in place by Frederick County. The keeping of a maximum of three (3) dogs or three (3) cats as domestic pets, is permitted provided they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other owners. Pets shall be attended at

all times by a responsible person and shall be registered, licensed and inoculated as may from time to time be required by law.

Section 7. No noxious or offensive trade or activity, including the burning of trash, shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other owners. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvement constructed upon any Lot. No exterior lighting shall be directed to fall outside the boundaries of any Lot..

Section 8. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot. All construction litter shall be placed in a construction dumpster out of the view of neighboring lot owners as is reasonably possible.

Section 9. The exteriors of all structures, including walls, doors, windows and roofs shall be properly maintained. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after the commencement of construction. In the event of fire, windstorm, or other damage, the exterior of no structure shall be permitted to be remaining in damaged condition for longer than three (3) months. All exterior surfaces or any structure shall be painted or maintained in a manner and with such frequency as is consistent with good property management.

Section 10.. No structure or addition to a structure shall be erected, placed, altered, or externally improved on any Lot until the plans and specifications, including elevation, material, color and texture and a site plan showing the location of all improvements with grading modifications shall be filed with and approved in writing by Frederick County Building Permits Department. "Structure" shall be deemed to include, but not be limited to, any building or portion thereof, finished basement, bathroom, pool, recreational facility, or appurtenance to any of the aforementioned.

Section 11. Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. All fences shall be constructed of split rail or post board fencing, decorator wood fencing, maintenance-free vinyl fencing, stone or brick. The use of wire mesh as part of the split rail or post board fencing, said wire mesh not to exceed the height of the fence, shall be permitted. No chain link, barbed wire, American wire, hi-tensile wire or above ground electric fencing shall be permitted on any Lot. All fencing for swimming pools must conform to the requirements of the Frederick County Code. No fencing shall exceed six feet in height.

Section 12. No motor vehicles without current registration, buses, commercial vehicles, camper, tractors, motorcycles, all terrain vehicles, farm or construction equipment or vehicles rated over 6,000 pounds shall be kept on any Lot unless parked in a garage or reasonably shielded from the view of the other Lots by landscaping or enclosure compatible with the exterior of the principal dwelling. Construction trailers may be used on the Lots until the use and occupancy permit is granted but not as a residence.

Section 13. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard the direction or flow of any drainage channels.

Section 14. No exterior T.V. or radio antennas may be installed on any rooftops nor may any satellite dishes be installed on a Lot, unless such dishes are not reasonably visible from the adjoining Lots by location or landscape cover. One small satellite dish may not to exceed twenty- four (24) inches in diameter shall be permitted on a dwelling house if its placement is necessary in order to obtain a visible signal for reception.

Section 15. Common Driveway. Lots 201 and 202 shall be subject to the Declaration of Common Driveway/Joint Access Utility and Maintenance Agreement as recorded with same. An easement over through or under the Common Driveway area is and each Lot reserved for utility installment and maintenance for any of the Lots in the Subdivision. All Lot owners agree to execute any documentation necessary or required by any utility company to bring utilities to any Lot in the Subdivision.

Section 16. No above ground swimming pools are permitted. All swimming pools are required to comply with Frederick County regulations and permitting, including but not limited to safety and protective fencing to prevent ingress and egress by children.

Section 17. Clotheslines will only be permitted on a Lot if they are out of public view or screened from visibility from other Lots.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarants, or any Owners, shall have the right to enforce, by any proceeding at law, all restrictions, covenants, conditions, now or hereafter imposed by the provisions of this Declaration with Attorney fees being awarded to the prevailing party in such action. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Declarants reserve the right to grant exemption to any covenant at his sole discretion. Such exemptions, if granted, shall not invalidate said covenant or any other covenants contained herein.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land perpetually. This Declaration may be amended by an instrument signed by not less than one hundred percent (100%) of the Lot Owners. Each Lot counts as only one vote, despite the number of individuals owning each Lot. Any such instrument shall become effective upon recordation.

WITNESS

_____ (SEAL)
Shawn Putnam, owner
Putnam Homes, LLC

State of Maryland, County of Frederick

I hereby certify that on this 3rd day of October, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Shawn Putnam, of Putnam Homes, LLC,** , known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and that they executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____ Notary Public

My Commission Expires: 11/13/19

John P. Foley, IV
My Commission Expires
Notary
Public
November 13, 2019
Frederick County, MD

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland Attorney.

_____

John P. Foley, IV, Attorney

After recording, please return to:

Putnam Homes/Shawn Putnam
8814 Yellow Springs Road
Frederick, MD 21702

LR - Covenant Recording Fee 20.00
Declarant Name: putnam homes
Ref:
LR - Covenant Surcharge 40.00

SubTotal: 60.00

Total: 60.00
10/09/2019 12:44 CC10-EM
#12828802 CC0601 - Frederick County/CC06.01.02 - Register 02

DOCUMENT VALIDATION

(excluded from page count)

CIRCUIT COURT FOR FREDERICK COUNTY

SANDRA K. DALTON
100 WEST PATRICK STREET
FREDERICK, MD 21701

LAND RECORDING/LICENSING
301-600-1976