

**SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 28th day of March, 1968, by KETTLER BROTHERS, INC., hereinafter called "Developer,"

W I T N E S S E T H :

WHEREAS, Developer has heretofore on the 21st day of March, 1968, had recorded in the land records for Montgomery County, Maryland in Liber 3721 at Folio 636, a Declaration of Covenants, Conditions and Restrictions applicable to certain land in Fallsmead as therein described and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Fallsmead and to insure the residents' enjoyment of certain easement rights created therein; and

WHEREAS, Developer deems it desirable to file certain additional covenants and restrictions as hereinafter set forth pertaining to the use of any land located within Fallsmead and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Fallsmead;

NOW, THEREFORE, the Developer declares that the real property described in Article II and made subject to the said Declaration of Covenants, Conditions and Restrictions recorded in the land records for Montgomery County, Maryland in Liber 3721 at Folio 636 on the 21st day of March, 1968, and such additions thereto as may hereafter be made pursuant to said Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the supplemental covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

1. Some of the driveway aprons constructed or to be constructed by Developer on the properties of certain of the Private Dwelling Units within Fallsmead extend onto and utilize a small portion of the street frontage of the adjoining properties. The Owners of the Private Dwelling Units of such adjoining properties hereby and herewith agree to such construction and the use thereof by the neighboring property Owners within the limits of the initial construction by the Developer.

2. No commercial vehicles of any type shall be permitted to remain overnight on the property of a Private Dwelling Unit within Fallsmead, unless garaged, other than as may be used by the Developer in conjunction with building operations.

3. No private trucks or trailers and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property of a Private Dwelling Unit within Fallsmead, unless garaged.

4. No boats of any type shall be permitted on the property of a Private Dwelling Unit within Fallsmead for more than fourteen (14) days unless garaged or screened in a manner acceptable to the Architectural Control Committee of the Fallsmead Homes Corporation.

5. Due to the unsightliness created and possible annoyance to other residents of Fallsmead, no extensive work such as dismantling and repairing of motor vehicles, boats or machinery of any type shall be permitted outdoors on the property of a Private Dwelling Unit.

6. No animals, livestock or poultry of any kind shall be kept or maintained on the property of a Private Dwelling Unit within Fallsmead, except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for a commercial purpose.

7. No outside radio or television antennas shall be erected on the property of a Private Dwelling Unit within Fallsmead unless and until permission for the same has first been granted by the Architectural Control Committee of the Fallsmead Homes Corporation.

8. No drying or airing of any clothing or bedding shall be permitted outdoors and within the area of the property of a Private Dwelling Unit within Fallsmead other than between the hours of 8 a.m. and 5 p.m. on Monday through Friday and 8 a.m. and 1 p.m. on Saturdays (except when any such day shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

9. No noxious or offensive activity shall be conducted on the property of a Private Dwelling Unit nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of Fallsmead.

10. All published rules and regulations of the Fallsmead Homes Corporation shall be enforceable by the Board of Directors of the Fallsmead Homes Corporation, its agents or employees, and by the City of Rockville, Montgomery County and State of Maryland Police Departments.

The supplemental covenants, conditions, restrictions, easements, charges and liens set forth above are hereby made a part of and subject to all applicable provisions of the aforementioned Declaration of Covenants, Conditions and Restrictions recorded in the land records for Montgomery County, Maryland in Liber 3721 at Folio 636 on the 21st day of March, 1968.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of March, 1968.

KETTLER BROTHERS, INC. (Declarant)

By /s/ Clarence E. Kettler
President

ATTEST:

/s/ James E. GIRR
Secretary

(CORPORATE SEAL)