

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS made this ____ day of _____, 2017, by the City of Takoma Park, Maryland, a municipal corporation, 7500 Maple Avenue, Takoma Park, MD 20912 (hereinafter referred to as "Covenanter").

RECITALS

WHEREAS, by Deed dated January 29, 2016, and recorded on February 8, 2016, in Liber 51579, Folio 362 among the Land Records of Montgomery County, Maryland, the Internal Revenue Service, as Grantor, and Washington McLaughlin Christian School, Inc., as Grantor for indexing purposes only, conveyed the property described herein to Covenanter, said property being referred to herein as the "Property" or as "Dorothy's Woods":

2.68 acres of land, more or less, known as Parcel 3 located in back of school, Woodland Avenue, Takoma Park, Montgomery County, MD. MAP Prince George's Plat Book 7, page 30, PT. 510.

Beginning for the same at an iron pin found at the northernmost corner of Block 11, Block "C", George A. Gude's Addition of Takoma Park as shown on a plat of subdivision recorded among the aforesaid Land Records in Plat Book BB 7 at Plat No. 30; thence from said Point of Beginning and binding on the south lines of Lots 46-54, Block 16, B.F. Gilbert's Addition to Takoma Park, recorded in Plat Book A at Plat 2.

- 1) N 76° 21' 19" a distance of 441.97 feet to a point on the west line of Woodland Avenue, variable width, passing in transit an iron pipe found a distance of 9.39 feet from the end thereof; thence,
- 2) E 12° 23' 41" a distance of 284.45 feet; thence,
- 3) S 43° 08' 11" W a distance of 224.58 feet to a point at the easternmost corner of Lot 19, Block "C", thence binding on the northeast lines of Lots 11-19; thence
- 4) N 44° 57' 49" a distance of 476.90 feet to the Point of Beginning. Subject to and together with any and all easements and/or rights of way of record.

Property Address: Poplar Avenue, Takoma Park, MD 20912
Tax Account/Parcel ID No.: 13-25-03762798

WHEREAS, the Property is an undeveloped wooded area, now known as "Dorothy's Woods", containing steep slopes, a diversity of mature trees, birds and other wildlife, and water resources including a natural spring; and

WHEREAS, Covenanter acquired the Dorothy's Woods Property in order to protect the ±2.68 acre wooded Property from development and to preserve the Property in its undeveloped natural state; and

WHEREAS, protecting the tree canopy and wooded open space are important to the residents of the City of Takoma Park; and

WHEREAS, preserving the Dorothy's Woods Property in its natural wooded state will provide passive recreational open space for the pleasure and use of the public; and

WHEREAS, the Covenanter finds that placing perpetual covenants, running with the land, to prevent the use or development of the Dorothy's Woods Property for any purpose or in any manner that would conflict with the maintenance of the natural character of Dorothy's Woods promotes a public purpose by preserving an undeveloped wooded area of significant aesthetic value to the community; and

WHEREAS, Covenanter desires to subject the Dorothy's Woods Property to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the Property for open space use for the benefit of Covenanter and its assigns and successors, for the purpose of protecting the value and desirability of the adjoining land for the benefit of adjoining landowners and their heirs, assigns and successors in interest, and for the purpose of protecting the interests of the citizens of the City of Takoma Park in preserving the Dorothy's Woods Property from future development and maintaining the Dorothy's Woods Property as a natural wooded area.

NOW THEREFORE, Covenanter hereby declares that the Dorothy's Woods Property shall be held, maintained, sold, and conveyed subject to the covenants, conditions, and restrictions set forth below.

A. Prohibited Activities. The following activities shall not occur on the Dorothy's Woods Property:

1. Construction, placement or erection of any building, facility, or structure on or above the ground.
2. Excavation, dredging or removal of soil, rock or other material substance in a manner as to interfere with the natural ground cover or drainage on the Property.
3. Dumping of soil or other substance or material as landfill, or dumping or placing of trash, garbage, waste, abandoned vehicles, appliances, machinery or other materials on the Dorothy's Woods Property.
4. Construction of any paved or impervious surface roadway or private drive.
5. Removal or destruction of trees, shrubs or other vegetation, except for the following purposes:
 - a. To remove dead or dying trees and other vegetation;
 - b. To remove non-native or "nuisance" vegetation (such as poison ivy);

- c. To provide necessary maintenance to the Property;
- d. To comply with any utility easements that may affect the Property; and/or
- e. To comply with any applicable Federal, State, County or City laws.

B. Permitted Activities. The following are permitted on the Dorothy's Woods Property:

1. Walking paths and other passive recreational activities that do not result in the destruction of or harm the viability of the trees and other vegetation on the Dorothy's Woods Property are permitted. Members of the public shall have free and open access to the Dorothy's Woods Property for passive recreation uses. "Passive recreation uses" mean low-impact activities conducted outdoors, including, by way of example, walking, nature study, and picnicking.

2. Signage is permitted only: (1) to identify and locate the Dorothy's Woods Property and nearby landmarks and places of interest; (2) to publicize the educational and naturalistic uses of the Dorothy's Woods Property; (3) to inform about the history of the Dorothy's Woods Property and/or the area; and/or (4) as needed for educational, interpretive, research or monitoring programs. Signs shall not damage living trees and no billboards or advertisements are permitted.

3. Outdoor furniture such as benches and picnic tables are permitted; however, Covenanter intends for the Dorothy's Woods Property to be preserved as a natural conservation area, not as an active public recreation area.

C. Duration of Covenants. These covenants are perpetual. It is an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal interest in the Property. Enforcement of the covenants shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages. The terms contained in this Declaration of Covenants shall run with the Property and shall bind the Covenanter and its heirs, personal representatives, successors, transferees, and assigns.

D. Miscellaneous.

1. The invalidity of any provision, sentence or clause of this Declaration of Covenants shall not affect any other provision, sentence or clause, all of which shall remain in full force and effect.

2. These covenants shall be construed pursuant to the laws of the State of Maryland. This is a conservation easement as provided in Section 2-118 of the Real Property Article of the *Annotated Code of Maryland*.

IN WITNESS WHEREOF, the Covenanter has signed this Declaration of Covenants on the date first above written.

Attest: CITY OF TAKOMA PARK, MARYLAND
a municipal corporation, Covenanter

By: _____ (SEAL)
Suzanne R. Ludlow, City Manager

STATE OF MARYLAND, COUNTY OF _____, ss:

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me, Notary Public of the State of Maryland, County of _____ personally appeared Suzanne R. Ludlow, who acknowledged herself to be the City Manager of the City of Takoma Park, Maryland, a municipal corporation, and that she, as such City Manager, being authorized to do so, executed the foregoing Declaration of Covenants for the purposes therein contained by signing the name of the Covenanter, City of Takoma Park, Maryland by herself as City Manager.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Linda S. Perlman

AFTER RECORDING, RETURN TO: Linda S. Perlman
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