DECLARATION OF PROTECTIVE COVENANTS

AND RESTRICTIONS FOR

INDUSTRIAL CENTRE EAST

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (sometimes called "Protective Covenants") made and entered into this 21st day of February, 1989, by Ausherman & Willard, Inc., a Maryland Corporation (the "Declarant").

RECITALS:

WHEREAS, Declarant is the sole owner of certain property located in Frederick County, Maryland, to be known as Industrial Centre East more particularly described in SCHEDULE A attached hereto (hereinafter sometimes referred to as the "Park or Property").

WHEREAS, Declarant desires to create on the Property an industrial business center with light industrial and commercial uses, and desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the Park and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth.

NOW, THEREFORE, WITNESSETH: Declarant hereby declares that the portion of the Property located in the industrial subdivision known as Industrial Centre East (including, but not limited to, those specified individual subdivided lots set forth on Schedule A and such property as may be added to the provisions of this Declaration from time-to-time by the Declarant) is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. These Protective Covenants shall run with the land and every part thereof and shall be binding upon and inure to the benefit of all Property Owners, lessees, licensees, occupants and their successors and assigns, as set forth in this Declaration.

RECD FOR 76.00
3133 #
TOTAL 76.00
CHECK 38.00
3122 #
CHECK 38.00
#502620 C005 R01 T15:06
02/21/89

ARTICLE I

PURPOSE

1.01. It is the purpose of these Protective Covenants to assure the orderly and attractive development of Industrial Centre East in an efficient and harmonious manner; to preserve and enhance property value, amenities and opportunities in the Park; to promote the health and safety of the occupants; and to maintain a harmonious relationship among the structures and the natural vegetation and topography therein. This Declaration is designed to complement local government regulations, and where conflicts occur, the more rigid requirement shall prevail.

76.00

ARTICLE II
Definitions

2.01. Unless the context otherwise specifies or requires, each term defined in this Article II shall, for all purposes of this Declaration, have the meaning herein respectively specified.

(a) REVIEW BOARD. The term "Review Board" shall mean the Architectural Review Board created pursuant to Article III and/or Declarant prior to the time that such Architectural Review Board shall be established.

(b) DECLARANT. The term "Declarant" shall mean Ausherman & Willard, Inc., a Maryland Corporation, and to the extent provided in this Declaration, its successors and assigns, and affiliates.

(c) DECLARATION. "Declaration " shall mean this Declaration of Protective Covenants and Restrictions.

(d) PROPERTY OR PARK. The terms "Property" or "Park" shall mean the portion of the real property currently owned by the Declarant, in that industrial subdivision known as "Industrial Centre East", being described on SCHEDULE A, and any additional real property that may be subjected to this Declaration by Declarant, its successors and assigns, in the future.

(e) PROPERTY OWNER. The term "Property Owner" or "owner" shall mean the legal or beneficial owner of a part or all of the Property, including contract sellers; but, excluding those having such interest merely as security for the performance of an obligation.

(f) PROPERTY OWNER'S ASSOCIATION. The term "Property Owner's Association" shall mean that unincorporated association, the membership powers and duties of which are described in Article III.

(g) SITE. Each building lot located within the Park.

Article III

PROPERTY OWNER'S ASSOCIATION

3.01. ESTABLISHMENT OF PROPERTY OWNER'S ASSOCIATION. Upon acceptance of a Deed to any site, the Property Owner shall become a member of the Property Owner's Association.

3.02. MANAGEMENT. The Property Owner's Association shall be managed by the Declarant for so long as the Declarant owns any of the Property described in SCHEDULE B, whether or not the same is subject to this Declaration. At such time as the Declarant no longer owns any of the property described on SCHEDULE B, or at such earlier time, if the Declarant should resign as Manager, the Declarant shall appoint a Manager and an initial Board of Directors of the Property Owner's Association. Thereafter the Board of Directors shall direct the management of the Property Owner's Association.

3.03 ESTABLISHMENT AND ORGANIZATION OF THE BOARD OF DIRECTORS. The initial Board of Directors shall serve a term of one (1) year until or their successors are duly chosen and qualified. The initial Board of Directors shall notify all property owners at least thirty (30) days in advance of the first Annual Meeting, which shall be held within one (1) year after the appointment of the initial Board of Directors.

At the first Annual Meeting, the property owners, by majority vote of those present, shall adopt By Laws and elect successor directors, the number of which shall be no less than three (3). The Directors need not be property owners. The By Laws shall not grant the Property Owner's Association greater powers than are contained herein, unless unanimously approved by all the property owners and the Declarant, if Declarant retains ownership of any property described in SCHEDULE B.

The Board of Directors shall send copies of the By Laws to each property owner as their address appears on the records of the Treasurer of Frederick County and unless notice is received by the Board of Directors within one (1) month of the date of mailing that more than twenty-five percent (25%) of the property owners object to same, then the By Laws shall become effective. If twenty-five percent (25%) of the property owners register objection to the By Laws, the Board of Directors shall call a subsequent meeting at which time new By Laws shall be adopted by majority vote of those present, which By Laws shall become effective immediately. Thereafter By Laws shall be amended with consent of the majority of property owners.

3.04 POWERS. The Property Owner's Association shall be entitled to operate, maintain, repair, and replace all facilities in the Park which benefit more than twenty percent (20%) of the sites, or such other facilities which may be agreed upon by the majority of property owners from time-to-time, and to that end, the Declarant or the Manager, with consent of the Board of Directors, if any, may levy assessments for the same. The assessments shall be paid by each property owner upon demand. The amount of any assessment shall be made on a pro rata basis by dividing the total assessment by a fraction, the numerator of which is the acreage of each property owner's site, the denominator of which is the total acreage of all sites in the Park. The assessments may be based on an estimated yearly budget, and/or on a basis of actual cost of a project. The assessments shall constitute a lien on each site in accordance with the Maryland Contract Lien Act.

Article IV

ARCHITECTURAL REVIEW

4.01 ESTABLISHMENT OF BOARD. The Declarant or Board of Directors may appoint an Architectural Review Board ("Review Board") at such time as all the Sites within the Park have been developed or building plans for all Sites have been approved, or at such earlier date as Declarant may elect.

4.02 BOARD COMPOSITION. The Review Board shall be organized as follows:

(a) The Review Board shall consist of three persons and/or a corporate entity with no less than three corporate officers, but until established shall consist of Dale Ausherman and DeWalt Willard.

(b) The right to appoint and remove all members of the Board or select a new corporate entity to perform the functions of the Board shall be and is hereby vested solely in Declarant until Declarant appoints the initial Board of Directors.

4.03 APPROVAL REQUIRED. No improvement or structure of any nature shall be constructed, erected, placed, altered, added to, maintained or permitted to remain on the Property or any Site until the plans, as described in the following sentence ("Plans"), and the proposed use of the Site shall have been submitted to and approved in writing by the Review Board in accordance with the terms hereof, and the decision of the Review Board with respect thereto shall have been fully complied with; provided, however, that the requirements of this Section 4.03 shall not apply to Declarant. The Plans shall consist of two sets of: (1) the final Site plans showing the location of all contemplated buildings or other structures, parking areas, drives, utilities (underground or otherwise), service areas, loading docks (if any), finished grade elevations and drainage/storm water management system if any; (2) exterior elevations and building sections showing all designs, measurements and specifications, including front, rear and side elevations, together with a description of exterior materials and color and lighting schemes: (3) landscaping plans, including underground sprinkling systems, if any: (4) exterior lighting plans, graphics and sign specifications; and (5) a detailed description of the proposed use of the Site, including, but not limited to, a description of any and all processes and procedures to be conducted on the Site, a list of any raw materials and/or chemicals used in connection therewith, a description of any waste disposal plans, and such further information as the Review Board shall request. The Plans shall be submitted in writing by the Owner, lessee or licensee of each particular Site or its authorized agent. All changes in approved Plans and/or changes in the use of the Site must be similarly submitted to, and approved by the Review Board. There shall be no construction upon any Site without the Review Board's prior written approval of the Plans for, and use of, such Site as set forth herein. All buildings or other structures, built within the Park shall be constructed in accordance with the Plans as the same have been finally approved by the Review Board.

4.04 BASIS FOR APPROVAL. The Review Board shall have the right to disapprove the use of the Site and/or the Plans and other specifications or details submitted to it if they are not in accordance with this Declaration, if they are incomplete, or if the Review Board reasonably determines that the use of the Site and/or the Plans and such specifications or details, or any part thereof, are deficient from an engineering or design standpoint or to be of such nature inferior to such a degree so

as to have been determined to be contrary to the best interest of the Park and the other Property Owners. In this connection, the Review Board may base its approval or disapproval on, among other things, the quality and desirability of outside finishes and materials, the adequacy of Site dimensions; conformity and harmony of use of the Site and/or external design with neighboring Sites and types of operations and uses thereof; relation or topography, grade, and finished ground elevation of the Site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; adequacy of screening of mechanical, air conditioning or rooftop installations; conformity of the plans and specifications to the purpose and intent of this Declaration; and such other matters as the Review Board shall reasonably believe to be material in rendering its decision. The Review Board shall not arbitrarily withhold its approval of the Plans, but the decision of the Review Board shall be final.

4.05. RESULT OF INACTION. The Review Board shall approve or disapprove the proposed use of the Site and/or the Plans, within thirty (30) days from receipt thereof. The aforesaid thirty (30) day period for the Review Board's review of the proposed use and Plans shall not commence to run until two complete sets of all the above-described final drawings, plans and specifications comprising the Plans have been received by the Review Board in final form. If the Review Board fails either to approve or disapprove said plans and specifications within the period above provided, it shall be conclusively presumed that the Review Board has disapproved said Plans and specifications. The Review Board shall have the right to conditionally approve the proposed use and/or Plans by specifying the changes to proposed use and/or Plans that would make the use and/or Plans acceptable.

4.06. EXPIRATION OF APPROVAL. If work is not commenced within one (1) year from the date of approval of the Review Board, then any approval that might have been given pursuant to this Article IV shall be deemed revoked by the Review Board, unless the Board extends the time for commencing work. In any event, all work covered by such approval shall be complete within two (2) years of the commencement thereof, except, for such period of time as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages, or other intervening forces beyond the control of the owner, lessee, licensee or occupant or their agent, unless the Review Board extends the time for completion.

4.07. LIABILITY. Performance of the duties of the Review Board and/or the review by the Review Board of any such plan, specification, building material or design, and/or prior knowledge by Review Board of the storage or use of any material which is presently or may be in the future, designated as hazardous on the site, shall not give rise to any liability of any kind in connection with such performance review or prior knowledge by Declarant, Review Board or any member or agent thereof.

4.08. COST AND FEES FOR REVIEW. In reviewing any proposed use and/or Plans with respect to any Site, the Review Board shall be entitled to obtain the services of any expert or professional as it may deem necessary in order to make a fair and reasonable decision regarding approval, or not; and the owner, lessee, licensee, or occupant submitting application for approval shall be fully responsible to the Review Board for the cost of any such expert or professional in an amount not to exceed Two Thousand Five Hundred Dollars ($2,500.00) per submission. The amount of such cost will be invoiced and paid by the applicant upon demand and within the thirty (30) day review period. Failure to pay the costs of the Review Board upon receipt from the Review Board of the invoice therefor shall justify, in and of itself, a refusal of the Review Board to approve the proposed use and/or Plans. Additionally, there shall be application/review fee which shall be payable to the Review Board upon submission of a proposed use and/or Plans, whether for original construction or for modifications, changes, additions or alterations of any nature. Initially, the Review Board may charge an application/review fee of One Hundred Fifty Dollars ($150.00), but this amount shall be subject to modification in the future by the Review Board; however, any modifications shall result in increases that would be approximately equal to changes in the cost of living.

ARTICLE V

DEVELOPMENT STANDARDS

5.01 PARKING

(a) The Owner of each Site shall provide adequate parking on such Owner's Site capable of accommodating the reasonable parking needs of its employees, vendors, delivery vehicles, invitees, visitors, and company vehicles. No use or activity shall be permitted on any Site unless adequate parking is provided on the Site for such use or activity in accordance with the terms and conditions set forth herein. If the parking requirements on any Site increase as a result of a change in use of the Site of as a result of an increase in the number of delivery vehicles, vendors, invitees, company vehicles of employees working at the Site, it shall be the Property Owner's responsibility to provide additional parking areas, either on the Site or elsewhere (but not in the public streets), in order to accommodate such increased parking requirements. Such additional parking areas shall be provided prior to, or concurrently with, the institution of such changes and/or increased use. At a minimum, parking on the Site will be provided in accordance with the appropriate zoning and building codes of Frederick City or any other applicable governmental authority having jurisdiction.

(b) Property owners shall be required to keep the land in front of any building to be erected on the lot, to be either grass, asphalt, or a combination of asphalt with concrete curb and gutter.

5.02. OUTSIDE STORAGE. No outside storage of gasoline, petroleum product or hazardous materials shall be permitted on any site without approval of the Declarant or the Review Board or the appropriate Federal, State, or local authorities.

5.03. LANDSCAPING. Standards for grading, landscape design and selection of the type and size of plantings, and fencing designs must be approved by the Review Board. The Review Board shall have the right to approve Plans for such items on a case-by-case basis. The Declarant recommends, but the Review Board shall not be bound to approve, Patrician Products, Inc. (P.V.T.), Plastic Vertical Tubing Fencing.

5.04. EXTERIOR LIGHTING. All exterior lighting shall be designed, erected, altered, and maintained in accordance with the Plans as approved by the Review Board. Lighting shall be compatible and harmonious throughout the entire Park and shall be in keeping with the specific use of any building. Lighting sources, except for street lights, shall be screened from view. If parking areas are illuminated, the light sources shall be screened to prevent visible glare from the street.

5.05. SIGNS. All signs of every nature shall be relatively uniform and consistent with the overall development of the Park and subject to the prior approval of the Review Board. The applicant shall also secure the appropriate required sign permits from the County of Frederick or any other applicable governmental authority.

ARTICLE VI

BUILDING MATERIALS AND DESIGN

6.01. EXTERIOR WALLS. Exterior wall materials shall be as approved by the Review Board on a case-by-case basis, but the portion of any buildings fronting on any public street shall be at least seventy-five percent (75%) brick, glass, stone, or precast concrete, unless specifically approved to the contrary by the Review Board. There shall be no exposed concrete block on the exterior of any building unless painted with an approved material and specifically approved by the Review Board.

6.02. CANOPIES. No canopies with visible wall hangers will be permitted. Design of canopies shall be in keeping with the design of the building.

6.03 ROOF MOUNTED EQUIPMENT. All roof mounted equipment and screening for such equipment shall be approved by the Review Board.

6.04 MAINTENANCE DURING CONSTRUCTION. During construction, the Owner shall be responsible for keeping the premises in reasonably neat condition, preventing the accumulation of trash, and shall prevent runoff of soil from the Site onto adjacent property or the streets. Streets providing access to a Site shall be cleaned by the Owner or Owner's contractor to remove dirt resulting from construction activity on behalf of said Owner.

ARTICLE VII

USES, REPAIR, AND MAINTENANCE

7.01 PERMITTED USES. The Property, and all the Sites therein, may be used for such purpose and/or purposes as are permitted from time-to-time by the applicable provisions of the Frederick City Zoning Ordinance; provided that, in addition to meeting such criteria, the proposed use and/or uses shall also have been approved by the Review Board in accordance with Article III of this Declaration.

7.02. PROHIBITED USES.

(a) No portion of the Park shall be used for any use other than those uses determined in accordance with Section 7.01 above, and accessory uses being subject to Review Board review and approval.

(b) No communication towers, satellite earth stations, dishes antennae, or exterior radio/TV antennae shall be permitted without the consent of the Review Board.

(c) Approval from any public agency notwithstanding, no operation will be permitted which creates objectionable noise, smoke, odors, or which in any other way, in the opinion of the Review Board, will constitute a nuisance or degrade the value of the property within the Park. The Review Board shall not be bound by the findings and/or approval of any public agency in the exercise of its powers set forth in this Declaration.

(d) No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Site, except in approved waste containers in screened areas in locations at the rear or sides of buildings approved by the Review Board.

7.03. STRUCTURE REPAIR, LANDSCAPE AND SITE MAINTENANCE. No building, structure or improvement on the Property shall be permitted by its Owner, lessee, licensee or occupant to fall into disrepair, and each such building, structure or improvement shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished. The landscape plan, as shall be approved by the Review Board must be accomplished and planted in accordance with the approval of the Review Board as a condition to the use of the improvements as shall be constructed on a Site. Additionally, as a condition to the continued use of constructed improvements, the landscaping originally planted shall be maintained in good condition, and shall be replaced as required by the Review Board in the event it shall die, become diseased or otherwise unattractive beyond

maintenance. The Owner must maintain the Site free of debris, high grass and weeds (above 6 inches is unacceptable), and the Owner must maintain all lawns, shrubbery , trees, and other landscaping as set forth above. At all times the Site, and all improvements of any nature landscaping and appurtenances shall be maintained in a safe neat, and clean condition and attractive in appearance. Owner is responsible for deposit of all trash, garbage and waste which may collect on the Site into a depository approved by the Review Board.

7.04. RIGHT OF ENTRY. During reasonable hours, subject to reasonable security requirements, Declarant, the Review Board, and their authorized representatives shall have the right to enter any part of the Property, but not the inside of buildings, for the purpose of ascertaining whether the Protective Covenants have been, or are being complied with. Any such entry and any entry pursuant to Article IX hereof shall constitute an authorized entry and Declarant, the Review Board, or their agents and representative shall not be deemed liable for any manner of trespass for such action.

ARTICLE VIII

DURATION, MODIFICATION AND REPEAL

8.01. DURATION OF PROTECTIVE COVENANTS. The Protective Covenants shall continue and remain in full force and effect at all times with respect to the Property and each part thereof (subject, however, to the right to amend and repeal as provided for herein) for a period beginning with the recordation of this Declaration among the Land Records of Frederick County, Maryland, and ending twenty (20) years thereafter, and shall be automatically extended thereafter for successive periods of ten (10) years each, subject to termination as provided below.

8.02. TERMINATION AND MODIFICATION. Within the initial twenty (20) year period, this Declaration, or any provisions hereof, or any Protective Covenants herein, may be modified or amended only upon approval of one-third (1/3) of the property owners including the Declarant, if the Declarant owns any site, or one-third (1/3) of the property owners and the Declarant if the Declarant still retains an interest in any of the property described in SCHEDULE B (but under no circumstances are the Covenants to be construed to apply to that property not specifically subjected to these Covenants) or, if the Declarant does not own any site, or does not have an interest in any of the property described in SCHEDULE B, then said modification or termination may be accomplished by the approval of two-thirds (2/3) of the property owners, provided that each such modification or amendment shall apply uniformly to all real property in the Park; and provided further that the duty and function of the Review Board shall not be altered and the purpose of these Protective Covenants as set forth in Article I shall not be frustrated. No such modification or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the Declarant on behalf of the Property Owner's Association or the Board of Directors, indicating that the amendment had been approved by the Property

Owners. Said instrument is recorded in the Land Records of Frederick County; provided, however, that any part of the Property may be dedicated or conveyed for public streets, or other public use free and clear of the Protective Covenants by execution and delivery of a deed by the Property Owner to the appropriate governmental body. At the conclusion of the initial twenty (20) year period, and at any time thereafter, this Declaration, any provisions hereof, or any of the Protective Covenants herein, may be terminated in whole or in part, modified or amended in the same manner and by the same vote as would allow the same to be amended or modified during the initial twenty (20) year period, as long as any action taken shall apply uniformly to all real property in the Park, but there being no provisions whatsoever regarding the Review Board or the purpose of the Protective Covenants as would apply during the first twenty (20) year period.

8.03 ADDITIONS. Additional Property may be annexed to the Park without consent of the owners, for a period of fifteen (15) years from the recordation of this Declaration by the Declarant. The scheme of the within protected Covenants shall not however, be extended to include any such additional property unless until the same is annexed to the Real Property described in SCHEDULE A as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records of Frederick County, Maryland, which Supplemental Declaration shall extend the scheme of the within Declaration of Protective Declaration of Covenants and Restrictions to such annexed property.

Any Supplemental Declaration of Protective Covenants and Restrictions made pursuant to the provisions of this Article may contain such complementary or supplemental additions and modifications to the Protective Covenants and Restrictions set forth in the within Declaration as may be considered necessary by the maker of such Supplemental Declaration of Protective Covenants and Restrictions to reflect the different character or use, if any, of the annexed property.

ARTICLE IX

ENFORCEMENT

9.01. PREVENTIVE REMEDIES. The Declarant, the Board of Directors or any Property Owner may proceed at law or in equity to prevent the violation of the Protective Covenants.

9.02. DECLARANT'S AND/OR BOARD OF DIRECTORS RIGHTS. Declarant and the Board of Directors or their duly authorized agents shall have the right, upon reasonable notice, at any time and from time-to-time following violation or breach of the Protective Covenants: (a) to enter upon the applicable Site or as to which said violation or breach exists and summarily to abate and remove, at the expense of the Property owner thereof, any structure, object or condition that may be or exist there contrary to the intent and meaning of the Protective Covenants

(including, without in any way limiting the generality of the foregoing, the care and maintenance of landscaping, care and maintenance of improvements, removal of trash and debris, abatement of nuisances, removal or relocation of signs, etc.); and/or, (b) to institute a proceeding at law or in equity against the Property Owner and/or entity, person who have violated or are attempting to violate any of the Protective Covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied, and/or to recover damages for said violation. In the event, pursuant to this paragraph, Declarant, the Board of Directors, or their duly authorized agent enter upon any Site for the purpose of abating or removing any violation or breach of these Protective Covenants, neither the person entering nor the organization or entity directing the entry shall be deemed liable for any manner of trespass for such action, and the Property Owner of such Site shall promptly reimburse such person or entity for the cost thereof. Payment of such amount or the amount of any assessment levied in accordance with Article III shall be secured by a lien against the land and improvements of such Property Owner in accordance with the provisions of the Maryland Contract Lien Act (Annotated Code of Maryland, Real Property, Section 14-201, et seq.), as amended, and which lien may be foreclosed in any manner provided by law. Such lien shall, however, be inferior to any vendor's lien, mortgage, or deed of trust of record, at the time a notice of such lien of the Declarant or Board of Directors is filed of record. If such amount is not paid in full within twenty (20) days after such Owner is billed therefor, the Declarant or the Board of Directors, as the case may be, may institute appropriate action to enforce the collection of such amount, together with interest from the billing date at the highest rate then permissive under the laws of the State of Maryland, but not to exceed an annual rate of fifteen percent (15%). If such suit is brought for the collection of such indebtedness, Declarant or the Board of Directors, as the case may be, shall also be entitled to recover reasonable attorney's fees and all costs of such suit. All rights of Declarant and the Review Board under this Article VIII are optional and not obligatory, and shall not impose any duty or obligation on Declarant or the Board of Directors.

9.03. OTHER PARTY'S RIGHTS. In addition, any other party to whose benefit the Protective Covenants inure shall have the right in the event of violation or breach of the Protective Covenants (except as qualified by Section 9.08 herein) to institute a proceeding at law or in equity against the Property Owner and/or any other entity, person or persons who have violated or are attempting to violate the Protective Covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

9.04 CUMULATIVE REMEDIES. The remedies hereby specified are cumulative, and this specification shall not be deemed to preclude any aggrieved person's resort to any other remedy provided hereunder or at law, in equity or under any statute.

9.05. FAILURE TO ENFORCE, NOT A WAIVER OF RIGHTS. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any of the protective covenants shall be held to be a waiver by the party of (or an estoppel of that party to assert) any right available to him upon recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be imposed upon Declarant or the Board of Directors a duty to take any action to enforce the Protective Covenants.

9.06. ASSIGNMENT OF RIGHTS AND DUTIES. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded among the Land Records of Frederick County, Maryland.

9.07. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Each property owner, lessee, licensee, and occupant by acceptance of a deed conveying title to a part of the property, or the execution of contract for the purchase thereof or the acceptance of a lease or license therefor, or the taking possession thereof, whether from Declarant or a subsequent property owner or lessee, shall accept such deed, contract, lease, license or possession upon and subject to each and all of the Protective Covenants, and also the jurisdiction, rights and powers of Declarant, and its successors and assigns the Board of Directors and its successors and assigns and the Review Board, and by such acceptance shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, its successors and assigns, to and with the Review Board, and to and with the other property owners and lessees to keep, observe, comply with, and perform the protective Covenants, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired said interest. Every person or entity who now or hereafter owns or acquires any rights, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the Protective Covenants, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said real property. Notwithstanding the foregoing, property owners, lessees, licensees, and occupants agree to refer to the Protective Covenants in deeds, leases and licenses covering any portion of the Property and to make the Protective Covenants binding upon all Property Owners, lessees, licensees and occupants.

9.08. WAIVER. Neither Declarant, the Board of Directors or the Review Board or any member thereof, nor their successors or assigns shall be liable to any Property Owner, lessee, licensee, or occupant of real property subject to the Protective Covenants by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce the Protective Covenants or any part thereof. Every property, owner, lessee, licensee or occupant, by acquiring an interest in the Property, agrees that they will not bring any action or suit against Declarant, its successors or assigns, or the Board of Directors, or the Review Board, or any member thereof, from time-to-time, to recover any such damages or to seek equitable relief in connection with the enforcement or non-enforcement of the Protective Covenants.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01. RESERVATION OF UTILITY EASEMENTS. Declarant hereby reserves the right, for its own use and benefit, and for the use and benefit of each of its grantees and their transferee and assigns, to create and grant, at any time, temporary or perpetual easements for the purpose of locating, installing and maintaining utility and drainage lines walkways and trails over, under, or across any and all lands with the Property; provided, however, that all such easements shall be confined to areas upon which buildings cannot be constructed in accordance with the terms of these Protective Covenants and/or the then existing applicable zoning ordinances. The Owner of any Site within the Property intended to be benefited by any such easement, and any of its assignees, lessees, licensees, or other occupants or their agents shall have the right at all reasonable times to enter upon the land covered by any and each of said easements, install thereon utilities and drainage lines for the use and benefit of its own respective Site; provided, however, that any such person shall restore said land, at its own expense, to as nearly as practicable the same condition as existed prior to each such entry, installation or maintenance. The Declarant and the owner of any Site shall have the right to assign, transfer and/or convey the benefit of any such easement to any electric company, gas company, telephone company, cable television company, governmental agency, or other public utility for the purpose of installing operating and maintaining utilities. For the purpose hereof, "utilities" shall include gas mains and lines, electric cables and lines, communication facilities of every nature, water supply mains and lines, storm water sewers, sanitary sewers, telephone, telegraph and television cables and lines, communication facilities of every nature, and other facilities of the nature from time-to-time commonly regarded as utilities. No conveyance by Declarant of any Site within the Property or any interest therein, shall be deemed to be, or construed as, a conveyance or release of the right to create easements herein reserved, even though such conveyance purports to convey such Site(s) in fee simple or purports to convey Declarant's entire interests therein.

10.02. VARIANCE. The Declarant, the Board of Directors and/or the Review Board shall have the right to grant reasonable variances from provisions of the Declaration or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that said variances shall not materially injure or adversely impact any of the real property or improvements within the Park. No variance granted pursuant to the authority herein reserved shall constitute a waiver of any provisions of this Declaration as applied to any other person or real property.

10.03 EFFECT OF INVALIDATION. If any provision of the Protective Covenants is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions of the Protective Covenants which shall continue unimpaired, in full force and effect.

10.04. NOTICE. Any and all notices or other communications required or permitted by this Declaration or by law to be served on, or given to Declarant shall be in writing and shall be deemed duly served and given when personally delivered to the person to whom it is directed, or in lieu of such personal service, it shall be deemed to have been personally received on the fourth (4th) business day following the day when deposited in the United States mail, first-class postage prepaid, return receipt requested, addressed to Declarant as follows:

Ausherman & Willard, Inc.
5843-A Urbana Pike
Frederick, Maryland 21701

Attention:

For purposes of this paragraph, Declarant may change its address by a notice of change of address to each Property Owner within the Park. Notice to any Property Owner or to the lessee, licensee, or occupant holding under any Property Owner shall be deemed duly served when delivered or deposited in the United States mail, first-class postage prepaid, return receipt requested, addressed to the Owner of record as shown on the tax records of Frederick County, Maryland, at the address of such Owner as shown on such tax records.

WITNESS the following signatures and seals:

ATTEST:

Dale E. Ausherman,
Secretary

Ausherman & Willard, Inc.

BY: DeWalt J. Willard, Jr.
President

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

On this 21st day of February, 1989, before me, the undersigned officer, personally appeared **DeWalt J. Willard, Jr.** who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be the **President of Ausherman & Willard, Inc.** and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 21st day of February, 1989.

Mary Jo Renn
NOTARY PUBLIC

My commission expires:

July 1, 1990

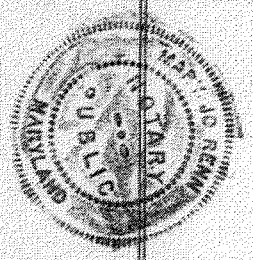


EXHIBIT A

TO THE

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR INDUSTRIAL CENTRE EAST

All those lots or parcels of Real Estate lying and being in the Frederick Election District, Frederick County, Maryland, and more particularly described as:

Lots 101-103, 110, Plat One, Phase I, and Lots 104-109, Plat Two, Phase II - Industrial Centre East, as plats so entitled and recorded among the Plat Records of Frederick County at Plat Book 39, folio 123 and Plat Book 39, folio 92 respectively.

EXHIBIT B

TO THE

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR INDUSTRIAL CENTRE EAST

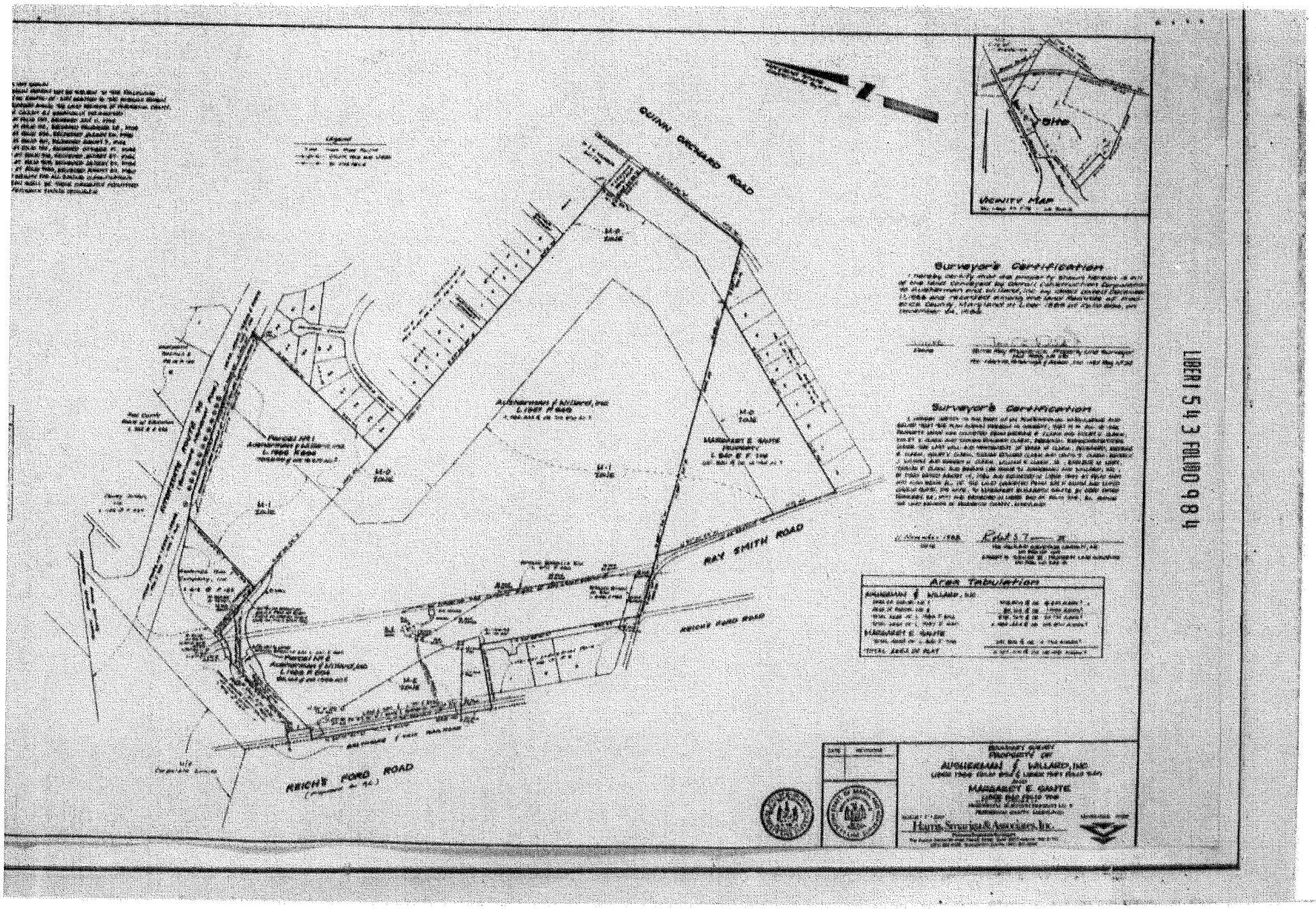
All those lots or parcels of Real Estate lying and being in Frederick County, Maryland, and described as follows:

Parcel 1: All that real property conveyed unto the Declarant by deed recorded among the Land Records of Frederick County, Maryland, at Liber 1357, folio 549, containing 105.29028 acres more or less.

Parcels 2 and 3: All that real property conveyed unto the Declarant by deed recorded among the Land Records of Frederick County, Maryland, at Liber 1385, folio 894, containing 20.174 acres more or less.

Parcel No. 3: All that real property conveyed unto the Declarant by deed recorded among the Land Records of Frederick County, Maryland, at Liber 1538, folio 216, containing 14.3384 acres more or less.

The aforesaid four (4) parcels as shown on a plat entitled "Boundary Survey, Property of Ausherman & Willard, Inc. and Margaret E. Sante," dated November, 1988, and attached to this Exhibit.



LIBER 543 FOLIO 984

CORRECTIVE AMENDMENT

TO THE

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

INDUSTRIAL CENTRE EAST

RECD FEE 16.00
3804 #
TOTAL 16.00
CHECK 30.00
CHANGE 4.00
#12930 C004 R01 15:31
03/02/89

THIS CORRECTIVE AMENDMENT to the **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR INDUSTRIAL CENTRE EAST** is made this 2nd day of March, 1989, by Ausherman and Willard, Inc., a Maryland Corporation.

WHEREAS, a Declaration of Protective Covenants and Restrictions for Industrial Centre East was recorded in Liber 1543, folio 967 among the Land Records of Frederick County, Maryland, (the "Declaration") referring to certain property described therein as "Lots 101-103, 110, Plat One, Phase I, and Lots 104-109, Plat Two, Phase II - Industrial Centre East, recorded in Plat Book 39, folio 123 and Plat Book 39, folio 92 respectively," and reserving unto the Declarant therein, the right to subject to the provisions thereof certain additional real estate, and

WHEREAS, the actual name of the subdivision designated on the plats so recorded is "Industrial Center East"; and,

WHEREAS, it was the Declarant's desire to designate the subdivision as "Industrial Centre East"; but, it would not be convenient to re-record corrective plats redesignating the name; and,

WHEREAS, the aforesaid Declaration incorrectly stated the Corporate name of the Declarant as "Ausherman & Willard, Inc." and the correct Corporate name of the Declarant is "Ausherman and Willard, Inc."

NOW THEREFORE WITNESSETH that pursuant to Article VIII of the aforesaid Declaration, Ausherman and Willard, Inc. the owner of all the lots subject thereto hereby amends and corrects the
Declaration of Protective Covenants and Restrictions for Industrial Centre East so recorded as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as are fully set forth.

2. **"INDUSTRIAL CENTRE EAST" CORRECTED.** All references in the Declaration to "Industrial Centre East" shall be corrected to refer to "Industrial Center East"; all references in the Declaration to those numbered "Lots 101-103, 110, Plat One, Phase

I, and Lots 104-109, Plat Two, Phase II - Industrial Centre East, recorded in Plat Book 39, folio 123 and Plat Book 39, folio 92 respectively," shall be corrected to refer to "Lots 101-103, 110, Plat One, Phase I, and Lots 104-109, Plat Two, Phase II-Industrial Center East, recorded in Plat Book 39, folio 123 and Plat Book 39, folio 92 respectively," and all such properties as described in Exhibit "B", may be subjected to the provisions of these Covenants from time to time by the Declarant in accordance therewith, notwithstanding the future designation of the subdivision by either name.

2. **"AUSHERMAN & WILLARD, INC." CORRECTED.** All references in the Declaration to "Ausherman & Willard, Inc." shall be corrected to "Ausherman and Willard, Inc."

IN WITNESS WHEREOF the parties hereto set their hand and affix their seal the day and year first written above.

ATTEST: **AUSHERMAN AND WILLARD, INC.**

Robert J. Kresslein,
Assistant Secretary

BY: Dale E. Ausherman,
Vice President/Secretary

STATE OF MARYLAND, COUNTY OF FREDERICK :TO WIT:

On this 2nd day of March, 1989, before me, the undersigned officer, personally appeared **Dale E. Ausherman**, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be the **Vice President/Secretary of Ausherman and Willard, Inc.** and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Given under my hand and seal this 2nd day of March, 1989.

Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF FREDERICK :TO WIT:

On this 2nd day of March, 1989, before me, the undersigned officer, personally appeared **Robert J. Kresslein**, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be the **Assistant Secretary of Ausherman and Willard, Inc.** and

T (Land Records) CCK 1546, p. 0066, MSA_CE61_1390. Date available 04/05/2006. Printed 09/05/2018.

that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Given under my hand and seal this 2nd day of March, 1989.

Mary J. Kenna
Notary Public

My Commission Expires: July 1, 1990

MAIL TO:

JAN 25 1990

LIBER 1618 FOLIO 0679

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 18th day of January, 1990, by **AUSHERMAN AND WILLARD, INC.**, a Maryland Corporation (the "Declarant").

R E C I T A L S

WHEREAS, the Declarant executed a certain Declaration of Protective Covenants and Restrictions for "Industrial Centre East" on the 21st day of February, 1989, which are recorded among the Land Records for Frederick County, Maryland, at Liber 1543, folio 967, (the "Original Declaration"); and

WHEREAS, the Declarant executed a certain Corrective Declaration of Protective Covenants and Restrictions for Industrial Centre East on the 2nd day of March, 1989, which are recorded among the Land Records for Frederick County, Maryland at Liber 1546, folio 0065, (the "Corrective Declaration"), which inter alia, changed the name on the Original Declaration and other documents from "Industrial Centre East" to "Industrial Center East" (The Original Declaration and Corrective Declaration are sometimes hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the Declarant has recorded a resubdivision plat entitled "Resubdivision Plat, Lot 107 - R, Industrial Center East" which plat is recorded among the plat records of Frederick County, Maryland at Plat Book 42, page 183, (the "Resubdivision

1400

Plat") which subdivision plat adds additional acreage to the area contained within lot 107 shown on a previously recorded plat entitled "Lots 104 - 109, plat 2, phase 2 - Industrial Center East", recorded among the Plat Book records of Frederick County, Maryland at Plat Book 39, page 92; and

WHEREAS, the newly created lot 107 - R contains a portion of that property described in Exhibit B to the Original Declaration of Protective Covenants; and

WHEREAS, the Declarant does intend that the additional property contained within the boundaries of newly resubdivided lot 107 - R as well as the original property contained within the boundary of Lot 107 - R be subject to the Declaration; and

WHEREAS, pursuant to Section 8.03 of the Original Declaration the Declarant may (without consent of the owners of any parcel previously subjected to said declaration) annex additional property to be within the purview of the Declaration by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records of Frederick County Maryland; and

NOW THEREFORE WITNESS, that the Declarant does hereby declare that the property described as Lot 107 - R on the Re-subdivision Plat is and shall be held, transfer, sold, conveyed and occupied subject to the covenants restrictions, easements, charges and liens set forth in the Declaration as amended from time-to-time as if the entire property had been originally

subjected to the Declaration at the time of its execution and the Declarant does hereby reserve and all rights reserved unto the Declarant thereunder with respect to the property subject to the Declaration.

IN WITNESS WHEREOF, the Declarant does hereby sets it hand and affixed his seal the day and year first written above.

WITNESS: **AUSHERMAN AND WILLARD, INC.**

BY: DeWalt J. Willard, Jr., Pres.
DeWALT J. WILLARD, JR.
PRESIDENT

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 18th day of January, 1988, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DeWalt J. Willard, Jr., President of Ausherman & Willard, Inc., and he did acknowledge the aforegoing instrument to be the act and deed of said corporation. And at the same time, DeWalt J. Willard, Jr., made oath in due form of law that he is President of Ausherman & Willard, Inc., and duly authorized to make such acknowledgement.

WITNESS my hand and Notarial Seal.

Catherine A. Welty
Notary Public
Catherine A. Welty

My commission expires: 7-1-90

COORDINATES

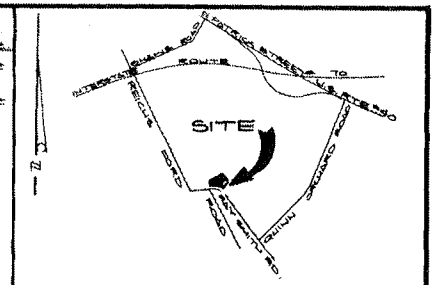
STA	NORTH	EAST
508	69950.388	90344.610
755	69938.618	90714.082
764	69999.256	90738.876
756	70047.778	90578.351
952	69650.480	90705.995
882	69760.015	90345.254
883	69782.996	90476.364
884	69755.645	90582.466
1014	69760.918	90622.756
1054	69947.100	90840.588

CURVE DATA

PT-PT	RADIUS	DELTA	ARC	TAN	CHORD BRG	DIST
884-886	229.15'	21° 55' 30"	105.69'	55.92'	N. 77° 35' 15" W	105.04'
756-758	997.87'	12° 20' 35"	214.99'	107.91'	S 39° 25' 15" E	214.57'

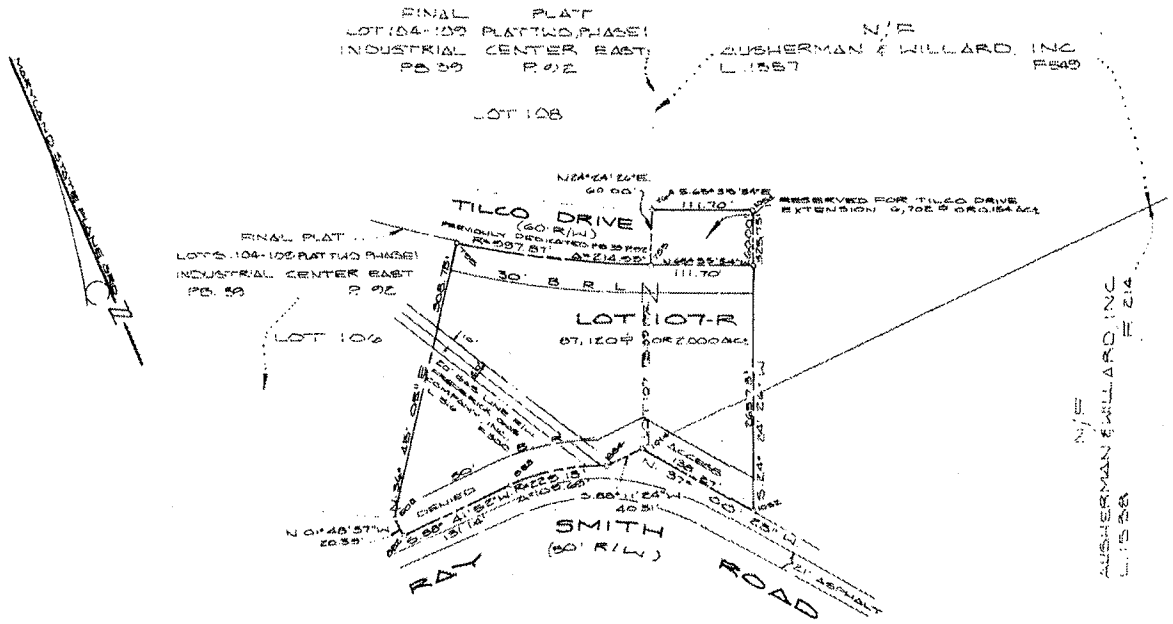
AREA SUMMARY

TOTAL AREA LOTS	87,120 SQ FT OR 2.000 ACS
TOTAL AREA DEDICATION	0 SQ FT OR 0.000 ACS
TOTAL AREA PLAT	87,120 SQ FT OR 2.000 ACS
TOTAL NO. LOTS	1
TOTAL AREA RESERVATION	6,702 SQ FT OR 0.154 ACS



VICINITY MAP:

SCALE: 1" = 2000' T.M. 77 PARCEL 16, 176 & 87



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY GEORGE R. CLARK, ET AL TO AUSHERMAN AND WILLARD, INC. BY DEED DATED AUGUST 14, 1986, AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 1357 AT FOLIO 549 ON AUGUST 18, 1986, AND ALSO PART OF THE LANDS CONVEYED BY MARGARET ELIZABETH SANTE TO AUSHERMAN AND WILLARD, INC., BY DEED DATED JANUARY 17, 1989 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1538 AT FOLIO 214 ON JANUARY 18, 1989, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-108, 1974 EDITION, AND THE REQUIREMENTS OF THE FREDERICK COUNTY CODE, SECTION 1-16-108, 1979 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

12-27-89 — DATE

Jeffrey T. Holcomb — JEFFREY T. HOLCOMB, PROPERTY LINE SURVEYOR, MD. REG. NO. 812, FOR HARRIS, SMARIGA & ASSOCIATES, INC., MD. REG. NO. 24

OWNERS' CERTIFICATION & DEDICATION

WE, AUSHERMAN AND WILLARD, INC., OWNERS OF THE PROPERTY DESCRIBED HEREON, CONSENT TO AND ADOPT THIS PLAN OF SUBDIVISION, AND IN CONSIDERATION OF THE APPROVAL OF THIS FINAL PLAT BY THE PLANNING COMMISSION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES; AND DEDICATE THE STREETS, WALKWAYS, AND OTHER EASEMENTS, TO PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAT.

WE, CERTIFY THAT THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, OR RIGHTS-OF-WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION, EXCEPT AS HEREON INDICATED: A CERTAIN MODIFICATION RESTATEMENT, AND SPREADING OF DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED JANUARY 17, 1989 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 1539 AT FOLIO 49 ON JANUARY 23, 1989, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-108, 1974 EDITION, AND THAT THE REQUIREMENTS OF THE FREDERICK COUNTY CODE, SECTION 1-16-108, 1979 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

1-12-90 — DATE

Dewalt Willard Jr. Pres — DEWALT J. WILLARD, JR., PRESIDENT

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
BALTIMORE, MARYLAND

1-11-90 — DATE

Paul A. Stuart — PAUL A. STUART, TRUSTEE

OWNER:

AUSHERMAN & WILLARD, INC
5845 LIBANA PIKE
FREDERICK, MARYLAND 21701
PHONE: (301) 668-5770

NOTES:

1. SITE IS ZONED M-1
2. THIS PLAT PREPARED IN CONJUNCTION WITH A TITLE INSURANCE COMMITMENT NUMBER 882, ISSUED BY CHICAGO TITLE INSURANCE COMPANY

THE OWNERS HAVE SIGNED TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 1990.

NOTARY PUBLIC

MINIMUM BUILDING RESTRICTION LINES:	
FRONT	30'
REAR	10'
SIDE	SUM 50' LEAST SIDE 10

SYMBOLS
⊙ T-BAR

APPROVED:
FREDERICK CITY PLANNING COMMISSION
DATE — CHAIRMAN

DATE	REVISIONS

LOT 107 PREVIOUSLY RECORDED IN PLAT BOOK 32 PAGE 25

RESUBDIVISION PLAT

LOT 107-R

INDUSTRIAL CENTER EAST

SITUATED ON REICHS FORD ROAD AND RAY SMITH ROAD
CITY OF FREDERICK
FREDERICK ELECTION DISTRICT #2
FREDERICK COUNTY, MARYLAND

SCALE: 1" = 100' — DECEMBER, 1989

Harris, Smariga & Associates, Inc.
Planners/Engineers/Surveyors
The Patrick Center/30 West Patrick Street, Suite 300/Frederick, MD 21701

MAIL TO: GRANTEE

MAR 2 1990

LIBER 1625 FOLIO 539

DECLARATION

THIS DECLARATION made this 27 day of December, 1989 by INDUSTRIAL ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnerhip.

WHEREAS, Declarant is the owner of those certain parcels of land located in the City of Frederick, Frederick County, Maryland, more specifically described as Lots 108-R and 109-R as shown on a plat of subdivision entitled "Correction Plat, Lots 108-R & 109-R", recorded among the Plat Records of Frederick County, Maryland in Plat Book 43, page 21, hereinafter collectively referred to as the "Lots", which property was previously described as Lots 108, 109 and 110 as shown on plats for the subdivision known as Industrial Center East recorded at Plat Book 39, page 92 and at Plat Book 39, page 123, and

WHEREAS, on the aforesaid plat of subdivision there is shown across the Lots a certain "24' Joint Access Easement", which Easement is intended to provide common access to both of the Lots, and

WHEREAS, the Declarant wishes to execute and record this Declaration for the purpose of setting forth in perpetuity the terms upon which succeeding owners of the Lots will use and maintain the area within the above described 24' Joint Access Easement, for the benefit of both of the Lots.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The area described as a "24' Joint Access Easement", hereinafter "Easement Area", as shown on the above referenced plat of subdivision is hereby reserved and set aside in perpetuity for purpose of a joint access drive and travel lane for the benefit of the Lots. Such area shall be kept free and clear of construction and other impediments of travel, and each of the Lots shall have equal right to use the area located within the Easement Area for purpose of gaining access to each Lot, and for purpose of vehicular and pedestrian ingress and egress from either Lot to the road known as Tilco Drive as shown on the above referenced plat.

2. All costs and expense associated with the maintenance of the Easement Area shall be shared on an equal basis between the owner of Lot 108-R and the owner of Lot 109-R. The owner of each such Lot shall be obligated to contribute to a joint maintenance fund, such fund to be controlled by both Lot owners, and such funds to be used solely for the care and maintenance of the Easement Area. The said fund shall at all times have a balance of at least Five Hundred Dollars ($500.00), contributed equally by the respective Lot owners. In the event that the said Lot owners cannot agree upon the use of such funds, or whether a proposed maintenance item is necessary, the said Lot owners agree to submit the dispute to informal arbitration, the arbitrator to be an individual living in the City of Frederick that has experience in industrial real estate development. In the event the said Lot owners cannot agree on an arbitrator, each owner shall name one such person, and these two (2) persons so

FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK 1625, p. 0539, MSA_CE61_1469. Date available 09/19/2005. Printed 10/29/2018.

named shall appoint the arbitrator. Such appointments shall be made within ten (10) days of notice for arbitration given from one Lot owner to the other. Such arbitrator shall be compensated for his services, and he shall be instructed to render his decision within ten (10) days after submission of the question to him. The determination of such arbitrator shall be absolutely final and binding upon both of the Lot owners in the event of such a dispute, and neither Lot owner shall have any right of appeal to any Court, governmental agency, or any other individual, entity or organization upon such arbitrator's ruling, such ruling to be final and binding on both of the parties.

As described in this paragraph, the maintenance obligation of the respective owners of the two Lots shall include all ordinary and customary maintenance of the Easement Area as same is associated with the maintenance of a common access drive and travel lane for joint use by two commercial/industrial projects, including but not limited to paving, repair and maintenance of paving, snow removal, lighting, cleaning, policing, striping, signage, and other traffic control devices, and any and all other tasks, duties, or actions required to continue the use of the Easement Area in perpetuity for the benefit of both of the Lots, for the purposes described above.

3. Each Lot owner shall at all times maintain liability insurance on his/her/its particular Lot, in an amount equal to at least $500,000.00 with respect to injuries to any one person, and in the amount of at least $1,000,000.00 with respect to any one accident, and in the amount of at least $100,000.00 with respect to damage to property. Such insurance shall include coverage for any personal injury or property damage incident located within the Easement Area, whether such incident is caused by the property owner, or agents or contractors of the property owner engaged in maintenance of the Easement Area. Each policy of insurance shall contain a provision that requires that written notice be given to the adjoining lot owner at least thirty (30) days prior to cancellation of the policy for non- payment of premium or other fault of the policyholder, and each lot owner shall provide to the other lot owner evidence of such insurance upon such lot owner's request.

4. Each of the matters set forth in the "Whereas" clauses above are hereby incorporated into the body of this Declaration as if same were fully reprinted herein.

5. This Declaration is binding upon, and inures to the benefit of, the parties hereto, their respective executors or administrators, personal and legal representatives, successors and assigns.

WITNESS the hands and seals of the parties the day and year first above written.

INDUSTRIAL ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

Carol A. Mogulski
Asst. Secretary

BY: WINCHESTER HOMES, INC., General Partner

BY: _____ (SEAL)
Donald W. Knutson
Vice President

FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK 1625, p. 0540, MSA_CE61_1469. Date available 09/19/2005. Printed 10/29/2018.

STATE OF MARYLAND, COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY on this 27 day of Dec., 1989, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Donald W. Knutson, Vice President of Winchester Homes, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed as the Vice President of Winchester Homes, Inc., the General Partner for Industrial Associates Limited Partnership, a Maryland limited partnership, and acknowledged that he executed the same as the act of said limited partnership for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Carol J. Moynihan
Notary Public

My Commission Expires:

CAROL J. MOYNIHAN
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires July 1, 1990

FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK.1625, p. 0541, MSA_CE61_1469. Date available 09/19/2005. Printed 10/29/2018.

Ret- Frank, Bernstein, Conaway & Goldman 11-2-90

LIBER 1676 FOLIO 106

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 23rd day of October, 1990, by **AUSHERMAN AND WILLARD, INC.**, a Maryland Corporation (the "Declarant").

R E C I T A L S

WHEREAS, the Declarant executed a certain Declaration of Protective Covenants and Restrictions for "Industrial Centre East" on the 21st day of February, 1989, which are recorded among the Land Records of Frederick County, Maryland at Liber 1543, folio 967, (the "Original Declaration"); and

WHEREAS, the Declarant executed a certain Corrective Declaration of Protective Covenants and Restrictions for Industrial Centre East on the 2nd day of March, 1989, which is recorded among the Land Records of Frederick County, Maryland at Liber 1546, folio 0065, (the "Corrective Declaration"), which inter alia, changed the name on the Original Declaration and other documents from "Industrial Centre East" to "Industrial Center East" which all in term have been subsequently amended and supplemented (The Original Declaration and Corrective Declaration as amended and supplemented are sometimes hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the Declarant has recorded a subdivision plat entitled "FINAL PLAT, LOT 328, INDUSTRIAL CENTER EAST", which plat

is recorded among the plat records of Frederick County, Maryland at Plat Book 45, page 111, the "Subdivision Plat") which subdivision plat adds a new lot to the subdivision known as "Industrial Center East" designated as Lot 328 (the new "Lot"); and

WHEREAS, the new Lot contains a portion of that property described in Exhibit B to the Original Declaration of Protective Covenants; and

WHEREAS, the Declarant does intend that the additional property contained within the boundaries of the new Lot be subject to the Declaration; and

WHEREAS, pursuant to section 8.03 of the Original Declaration the Declarant may (without consent of the owners of any parcel previously subjected to said declaration) annex additional property to be within the purview of the Declaration by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records of Frederick County, Maryland; and

NOW THEREFORE WITNESS, that the Declarant does hereby declare that the property described as Lot 328 on the Subdivision Plat is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants restriction, easements, charges and liens set forth in the Declaration as amended and supplemented from time-to-time as if the entire property had been originally subjected to the Declaration at the time of its execution and the Declarant does hereby reserve and all rights reserved unto the Declarant thereunder with respect to the property subject to the Declaration.

IN WITNESS WHEREOF, the Declarant does hereby sets it hand and affixed his seal the day and year first written above.

WITNESS: **AUSHERMAN AND WILLARD, INC.**

Douglas K. Thornton

By: DeWalt J. Willard, Jr. **(SEAL)**
DeWalt J. Willard, Jr.
President

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 23rd day of October, 1990, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DeWalt J. Willard, Jr., President of Ausherman and Willard, Inc., and he did acknowledge the aforegoing instrument to be the act and deed of said corporation. And at the same time, DeWalt J. Willard, Jr. made oath in due form of law that he is President of Ausherman & Willard, Inc. and duly authorized to make such acknowledgement.

WITNESS my hand and Notarial Seal.

Notary Public
Douglas K. Thornton

My commission expires: 3-1-95

ausherma.dec - 71400/003

AFTER RECORDING PLEASE REMIT TO:

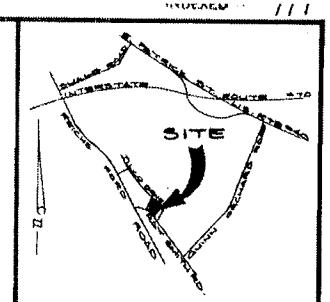
FRANK, BERNSTEIN, CONAWAY & GOLDMAN
1003 W. Seventh Street - Suite 300
Frederick, MD 21701

ATTN: C. Welty
RE: AUSHERMAN & WILLARD
(71400/003)

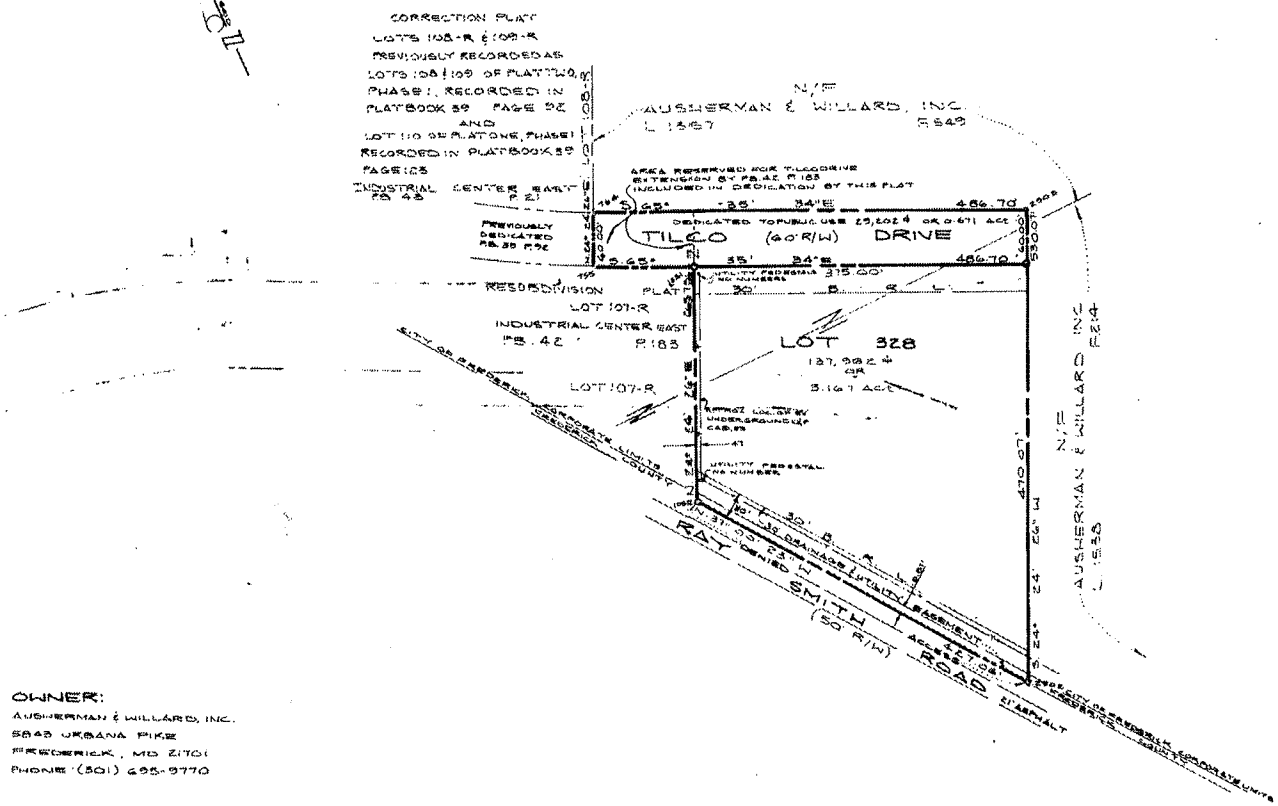
COORDINATES		
PT	NORTH	EAST
1551	69852.422	50815.800
2503	69792.143	51152.050
2902	69303.444	50965.044
1052	69650.460	50105.995
765	69938.918	49714.082
764	69993.256	50735.876

AREA SUMMARY

TOTAL AREA LOT	137,962 ±	OR 3.167 ACS
TOTAL AREA DEDICATION	29,202 ±	OR 0.671 ACS
TOTAL AREA PLAT	167,164 ±	OR 3.838 ACS
TOTAL NO. LOTS 1		



VICINITY MAP:
SCALE 1" = 2000'S T.M.77 F/6 PARCEL 1(168)



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY GEORGE R. CRANE, ET AL TO AUSHERMAN AND WILLARD, INC., BY DEED DATED AUGUST 14, 1986, AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 1567 AT FOLIO 845 ON AUGUST 15, 1986, AND ALSO PART OF THE LANDS CONVEYED BY MARGARET ELIZABETH BANTZ TO AUSHERMAN AND WILLARD, INC., BY DEED DATED JANUARY 17, 1989 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1838 AT FOLIO 214 ON JANUARY 18, 1989, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-108, 1974 EDITION, AND THE REQUIREMENTS OF THE FREDERICK COUNTY CODE, SECTION 1-18-108, 1978 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

9/25/90
DATE

ROBERT LEE WOLFORD, III
PROPERTY LINE SURVEYOR
NO. REG. NE 474 FOR
HARRIS, SMARIGA & ASSOC. INC.
MD. REG. NO. 24

OWNERS' CERTIFICATION & DEDICATION

WE, AUSHERMAN AND WILLARD, INC., OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, CONSENT TO AND ADOPT THIS PLAN OF SUBDIVISION, AND IN CONSIDERATION OF THE APPROVAL OF THIS FINAL PLAT BY THE PLANNING COMMISSION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES; AND DEDICATE THE STREETS, WALKWAYS, AND OTHER EASEMENTS, TO PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAT.

WE, CERTIFY THAT THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, OR RIGHTS-OF-WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION, EXCEPT AS HEREON INDICATED; A CERTAIN MODIFICATION RESTATEMENT, AND SPREADING OF DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED JANUARY 17, 1989 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 1838 AT FOLIO 48 ON JANUARY 23, 1989, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-108, 1974 EDITION, AND THAT THE REQUIREMENTS OF THE FREDERICK COUNTY CODE, SECTION 1-18-108, 1978 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

PLANS FOR COMMUNITY WATER AND SEWAGE SYSTEMS AND FOR A POINT OF DISCHARGE HAVE BEEN APPROVED BY THE MARYLAND STATE DEPARTMENT OF HEALTH AND MENTAL HYGIENE. LOT IS SERVED BY PUBLIC WATER AND SEWER SYSTEMS.

9-14-90 DeWalt J. Willard Jr. Pres.
DATE DEWALT J. WILLARD JR. PRESIDENT

MERCANTILE - SAFE DEPOSIT AND TRUST COMPANY BALTIMORE, MARYLAND

9-18-90 Paul A. Stuart
DATE PAUL A. STUART, TRUSTEE

OWNER:
AUSHERMAN & WILLARD, INC.
5849 URBANA PIKE
FREDERICK, MD 21701
PHONE: (301) 695-9770

NOTES:

1. SITE IS ZONED M-1 (IN CITY) AND G-1 (IN COUNTY)
2. THIS PLAT PREPARED CONJUNCTION WITH A TITLE INSURANCE COMMITMENT NUMBER 5822 ISSUED BY CHICAGO TITLE INSURANCE COMPANY
3. 6' WIDE DRAINAGE AND UTILITY EASEMENT IS RESERVED ALONG ALL LOT LINES
4. THIS PLAT ALSO PREPARED IN CONTUNCTION WITH A COMMITMENT FOR TITLE INSURANCE NO. 71-20830, PROVIDED BY TICOR TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF JUNE 30, 1990.

APPROVED:
FREDERICK CITY PLANNING COMMISSION
10/15/90
DATE
CHAIRMAN
P.C. P.C. FILE NO. 90-64

MINIMUM BUILDING RESTRICTION LINES: (B.R.L.)
FRONT: 30
REAR: 10'
SIDE: SUM 50' LEAST SIDE 10

SYMBOLS
● T-BAR (CAP #24 TO BE SET UNLESS OTHERWISE NOTED
■ MONUMENT TO BE SET

DATE	REVISIONS

STATE OF MARYLAND ROBERT LEE WOLFORD III No. 474 REGISTERED PROPERTY LINE SURVEYOR

FINAL PLAT

LOT 328

INDUSTRIAL CENTER EAST

SITUATED ON TILCO DRIVE AND RAY SMITH ROAD
CITY OF FREDERICK
FREDERICK ELECTION DISTRICT #2
AND
FREDERICK ELECTION DISTRICT #28
FREDERICK COUNTY, MARYLAND

SCALE 1" = 100'

JUNE, 1990

Harris, Smariga & Associates, Inc.
Planners/Engineers/Surveyors
The Patrick Center/30 West Patrick Street, Suite 300/Frederick, MD 21701
(301) 662-4488, Montgomery County (301) 831-4048

Recorded 10/ /90 Plat Book ____ Page ____ Job No. 5252

MAR 1 9 1991 Frank, Bernstein, Etal, Attys.

LIBER 1695 FOLIO 0652

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 5TH day of March, 1991, by **AUSHERMAN AND WILLARD, INC.**, a Maryland Corporation (the "Declarant").

R E C I T A L S

WHEREAS, the Declarant executed a certain Declaration of Protective Covenants and Restrictions for "Industrial Centre East" on the 21st day of February, 1989, which are recorded among the Land Records of Frederick County, Maryland at Liber 1543, folio 967, (the "Original Declaration"); and

WHEREAS, the Declarant executed a certain Corrective Declaration of Protective Covenants and Restrictions for Industrial Centre East on the 2nd day of March, 1989, which is recorded among the Land Records of Frederick County, Maryland at Liber 1546, folio 0065, (the "Corrective Declaration"), which inter alia, changed the name on the Original Declaration and other documents from "Industrial Centre East" to "Industrial Center East" which all in term have been subsequently amended and supplemented (The Original Declaration and Corrective Declaration as amended and supplemented are sometimes hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the Declarant has recorded a subdivision plat entitled "FINAL PLAT, LOTS 217-220, SECTION 2, INDUSTRIAL CENTER EAST", which plat

#14.00

is recorded among the plat records of Frederick County, Maryland at Plat Book 46, page 72, the "Subdivision Plat") which subdivision plat adds new lots to the subdivision known as "Industrial Center East" designated as Lots 217-220 (the new "Lots"); and

WHEREAS, the new Lots contain a portion of that property described in Exhibit B to the Original Declaration of Protective Covenants; and

WHEREAS, the Declarant does intend that the additional property contained within the boundaries of the new Lots be subject to the Declaration; and

WHEREAS, pursuant to section 8.03 of the Original Declaration the Declarant may (without consent of the owners of any parcel previously subjected to said declaration) annex additional property to be within the purview of the Declaration by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records of Frederick County, Maryland; and

NOW THEREFORE WITNESS, that the Declarant does hereby declare that the property described as Lots 217, 218, 219 and 220 on the Subdivision Plat is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants restriction, easements, charges and liens set forth in the Declaration as amended and supplemented from time-to-time as if the entire property had been originally subjected to the Declaration at the time of its execution and the Declarant does hereby reserve and all rights reserved unto the Declarant thereunder with respect to the property subject to the Declaration.

IN WITNESS WHEREOF, the Declarant does hereby sets it hand and affixed his seal the day and year first written above.

WITNESS: **AUSHERMAN AND WILLARD, INC.**

By: _____ (SEAL)
Dale Ausherman,
Vice President

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 5th day of March, 1991, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dale Ausherman, Vice President of Ausherman and Willard, Inc., and he did acknowledge the aforegoing instrument to be the act and deed of said corporation. And at the same time, Dale Ausherman made oath in due form of law that he is Vice President of Ausherman & Willard, Inc. and duly authorized to make such acknowledgement.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My commission expires: 9/1/92

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.

_____
Robert J. Kresslein, Esquire

After recording, please remit to:

Frank, Bernstein, Conaway & Goldman
1003 W. Seventh Street, Suite 300
Frederick, Maryland 21701

ATTN: C. Welty

ausherma.doc - 71400/003

INDEXED 72

COORDINATES

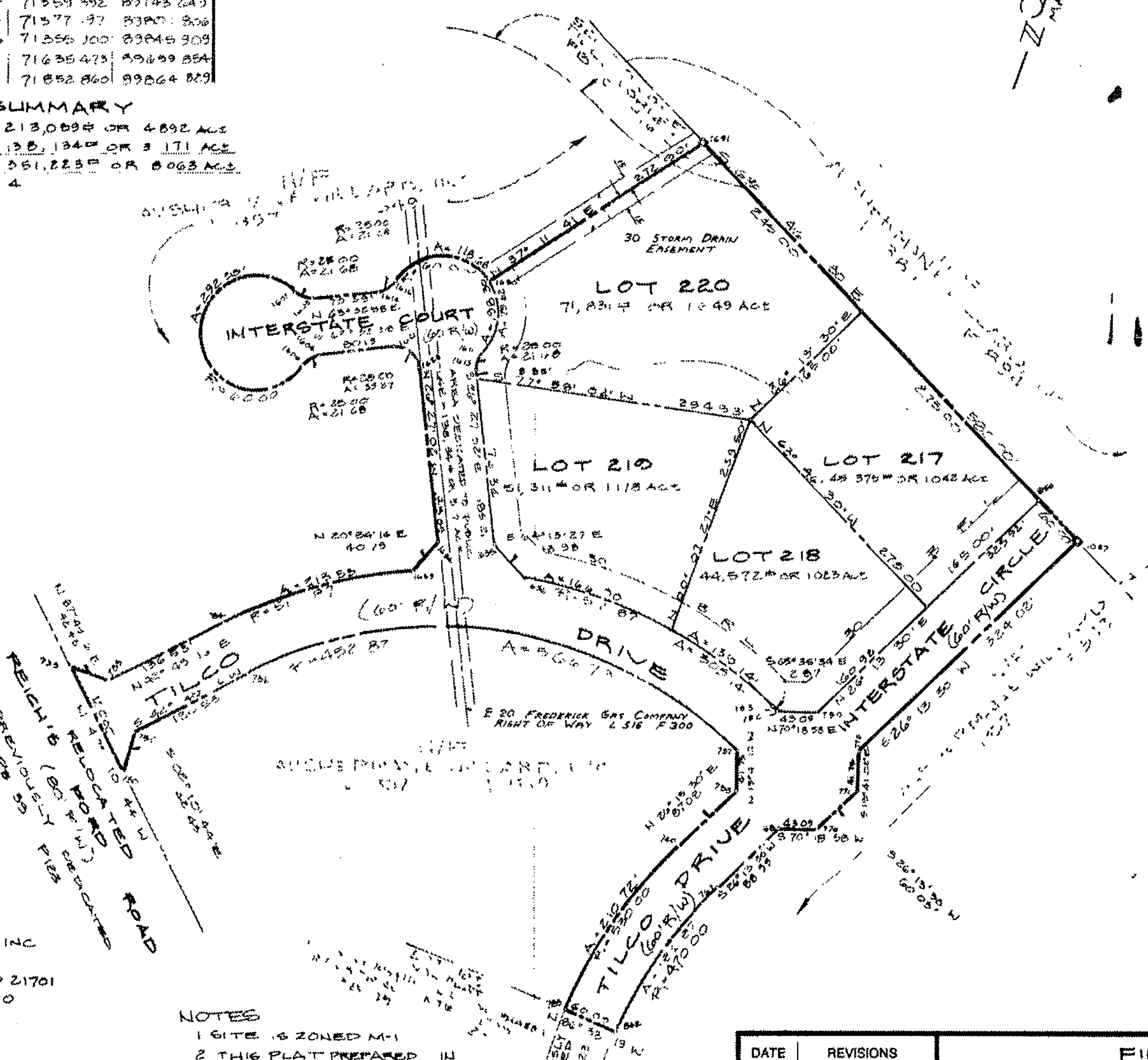
PT	NORTH	EAST	PT	NORTH	EAST
[illegible]	[illegible]	[illegible]	862	[illegible]	[illegible]
132	71098 012	89507 .88	1037	71535 959	90385 127
135	71098 794	89463 179	1601	71553 728	89508 184
735	71097 181	89420 184	1603	71554 319	89529 180
736	71158 156	89599 992	1604	71500 603	89555 905
737	71262 332	90120 174	1606	71484 209	89542 770
739	71225 024	90154 256	1611	71564 013	89718 719
740	71144 304	90095 754	1613	71543 017	89719 509
741	71118 390	90149 578	1614	71086 670	89598 197
772	71212 733	90229 478	1616	71608 040	89605 332
771	71266 584	90256 005	1621	71526 320	89627 705
775	71305 893	90241 943	1628	71525 07	89661 222
780	71330 699	90187 277	1633	71321 291	89729 036
782	71316 183	90146 702	1634	71359 392	89743 649
783	1517 370	90144 087	1639	71577 97	8980 306
784	71138 939	89555 383	1636	71356 100	89845 909
785	70942 544	90042 156	1650	71635 473	89699 854
850	71123 073	90331 303	1651	71852 860	89864 829
768	71198 218	90118 902			

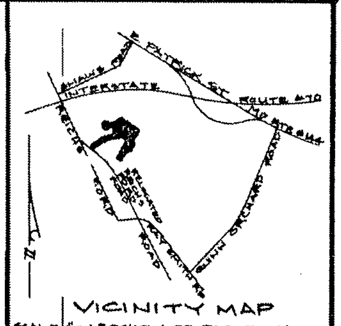
CURVE DATA

PT-PT	RADIUS	DELTA	ARC	TAN	CHD BRG	DIST
784 632	512.87	23°51'16	213.55'	108.33	N 24°44'44 E	211.99'
1623-1621	25.00	90°00'00	39.27	25.00	N 71°27'02 W	35.36
1604-1606	25.00'	49°40'47	21.68	11.57	S 38°42'34 W	21.00
1606-1601	60.00	279°21'34'	292.59'	∞	N 26°27'02 W	77.65
1601-1603	25.00	49°40'47'	21.68	11.57	N 88°23'22'E	21.00
1614-1616	25.00	49°40'47	21.68	11.57	N 38°42'34'E	21.00
1616-1650	60.00	113°19'30	118.68'	91.21	N 74°31'56 E	100.25
1650-1611	60.00	76°08'04	79.62	46.91	S 14°47'17 E	73.91
1611-1613	25.00	49°40'47	21.68	11.57	S 21°36'38 E	21.00'
1636-783	512.87'	34°05'20	305.14	157.24	S 82°38'14 E	300.66
767-862	470.00	22°46'49	186.87	94.68	S 14°50'06 W	185.64
789-740	530.00	22°46'49	210.72	106.77	N 14°50'06'E	209.34
757-736	452.87'	71°42'31'	566.79'	327.27	S 78°40'31 W	530.51

AREA SUMMARY

TOTAL AREA OF LOTS	213,089▫ OR 4.892 Ac±
TOTAL AREA OF DEDICATION	138,134▫ OR 3.171 Ac±
TOTAL AREA OF PLAT	351,223▫ OR 8.063 Ac±
TOTAL No. OF LOTS	4





VICINITY MAP

SCALE 1"= 1200' ±TM 77 PARCEL 16

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT THAT IT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY GEORGE R CLARK ET AL TO AUSHERMAN AND WILLARD INC BY DEED DATED AUGUST 14 1986 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY MARYLAND IN LIBER 1357 AT FOLIO 549 ON AUGUST 15 1986 AND ALSO PART OF THE LANDS CONVEYED BY CARROLL CONSTRUCTION CORPORATION TO AUSHERMAN AND WILLARD INC BY DEED DATED DECEMBER 11 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1385 AT FOLIO 694 ON DECEMBER 24 1986 AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND REAL PROPERTY BOOK TITLE 3 SUBTITLE 1 SECTION 3-108 1974 EDITION AND THE REQUIREMENTS OF THE FREDERICK COUNTY CODE SECTION 1-16-108 1979 EDITION AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH

2-20-91
DATE

FRANCIS J. TACIK
PROFESSIONAL LAND SURVEYOR
MD REG LA 9164 FOR
HARRIS SMARIGA & ASSOC INC
MD REG No 24

OWNERS CERTIFICATION & DEDICATION

WE AUSHERMAN AND WILLARD INC OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON CONSENT TO AND ADOPT THIS PLAN OF SUBDIVISION AND IN CONSIDERATION OF THE APPROVAL OF THIS FINAL PLAT BY THE PLANNING COMMISSION ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE THE STREETS WALKWAYS AND OTHER EASEMENTS TO PUBLIC USE UNLESS OTHERWISE NOTED ON THIS PLAT

WE CERTIFY THAT THERE ARE NO SUITS ACTIONS AT LAW, LEASES LIENS MORTGAGES TRUSTS EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION EXCEPT AS HEREON INDICATED A CERTAIN MODIFICATION RESTATEMENT AND SPREADING OF DEED OF TRUST ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED JANUARY 17 1989 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY MARYLAND IN LIBER 1539 AT FOLIO 49 ON JANUARY 23 1989 AND A SECOND MODIFICATION AND RESTATEMENT OF DEED OF TRUST ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED NOVEMBER 7 1990 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1680 AT FOLIO 136 ON NOVEMBER 20 1990 AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND REAL PROPERTY BOOK TITLE 3 SUBTITLE 1 SECTION 3-108 1974 EDITION AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH

PLANS FOR COMMUNITY WATER AND SEWER SYSTEMS AND FOR A POINT OF DISCHARGE HAVE BEEN APPROVED BY THE MARYLAND STATE DEPARTMENT OF HEALTH AND MENTAL HYGIENE LOTS ARE SERVED BY PUBLIC WATER AND SEWER SYSTEMS

2/19/91 DeWalt J. Willard Jr.
DATE DEWALT J WILLARD JR, PRESIDENT

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
BALTIMORE, MARYLAND

2/15/91 Paul A. Stuart
DATE PAUL A STUART TRUSTEE

OWNERS.
AUSHERMAN & WILLARD, INC
5843 URBANA PIKE
FREDERICK, MARYLAND 21701
PHONE (301) 695-9770

NOTES
1 SITE IS ZONED M-1
2 THIS PLAT PREPARED IN CONJUNCTION WITH A TITLE COMMITMENT NUMBER 882 ISSUED BY CHICAGO TITLE INSURANCE COMPANY
3 A 6' WIDE DRAINAGE & UTILITY EASEMENT IS RESERVED ALONG ALL LOT LINES
4. THE CITY OF FREDERICK WILL RESERVE TREATMENT CAPACITY AT THE FREDERICK CITY WASTE WATER TREATMENT PLANT SUFFICIENT TO SERVE ALL LOTS SHOWN ON THIS PLAT FOR A PERIOD OF 6 MONTHS FROM THE

SYMBOLS
▣ = MONUMENT
• = T-BAR
MINIMUM BUILDING RESTRICTION LINE

APPROVED
FREDERICK CITY PLANNING

DATE	REVISIONS
12/27/90	PER FC PC COMMENTS DATED 12/19/90
1-23-91	PER FC PC COMMENTS DATED 1-16-91

FRANCIS J TACIK

FINAL PLAT
LOTS 217-220, PLAT 1, SECTION 2
BEING A RESUBDIVISION OF SECTION ONE, TILCO CORNER, RECORDED IN PB 10 P 161
INDUSTRIAL CENTER EAST
SITUATED ON REICHS FORD ROAD AND TILCO DRIVE
CITY OF FREDERICK
FREDERICK ELECTION DISTRICT #2
FREDERICK COUNTY, MARYLAND
SCALE 1"=100
NOVEMBER, 1990

Stern & Kressler, atty DEC 0 9 1993

BK 1956 PG 0475

SUPPLEMENTAL DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 5th day of November, 1993, by AUSHERMAN AND WILLARD, INC., a Maryland corporation (the "Declarant").

R E C I T A L S

WHEREAS, the Declarant executed a certain Declaration of Protective Covenants and Restrictions for "Industrial Center East" on the 21st day of February, 1989, which are recorded among the Land Records of Frederick County, Maryland at Liber 1543, folio 967, (the "Original Declaration"); and

WHEREAS, the Declarant executed a certain Corrective Declaration of Protective Covenants and Restrictions for Industrial Center East on the 2nd day of March, 1989, which is recorded among the Land Records of Frederick County, Maryland at Liber 1546, folio 0065, (the "Corrective Declaration"), which inter alia, changed the name on the Original Declaration and other documents from "Industrial Centre East" to "Industrial Center East" which all in term have been subsequently amended and supplemented (The Original Declaration and Corrective Declaration as amended and supplemented are sometimes hereinafter collectively referred to as the "Declaration") and

WHEREAS, the Declarant has recorded a subdivision plat entitled "FINAL PLAT, LOT 212, SECTION 2, INDUSTRIAL CENTER EAST", which plat is recorded among the plat records of Frederick County, Maryland at Plat Book 52, page 179, the "Subdivision Plat") which subdivision plat adds a new lot to the subdivision known as "Industrial Center East" designated as Lots 212 (the new "Lot"); and

CHARGE TO 16.00
CHECK 2.00
39093 #
16.00
CHECK 16.00
39093 #
CHECK 2.00
RCD 715:13
11/24/93

1/2/18

WHEREAS, the new Lot contains a portion of that property described in Exhibit B to the Original Declaration of Protective Covenants; and

WHEREAS, the Declarant does intend that the additional property contained within the boundaries of the new Lots be subject to the Declaration; and

WHEREAS, pursuant to Section 8.03 of the Original Declaration the Declarant may (without consent of the owners of any parcel previously subjected to said declaration) annex additional property to be within the purview of the Declaration by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records of Frederick County, Maryland;

NOW THEREFORE WITNESS, that the Declarant does hereby declare that the property described as Lot 212 on the Subdivision Plat is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration as amended and supplemented from time-to-time as if the entire property had been originally subjected to the Declaration at the time of its execution and the Declarant does hereby reserve and all rights reserved unto the Declarant thereunder with respect to the property subject to the Declaration.

IN WITNESS WHEREOF, the Declarant does hereby set his hand and affixed his seal the day and year first above written.

WITNESS:

Doris D. Earl

AUSHERMAN AND WILLARD, INC.

By: Dale Ausherman (SEAL)
Dale Ausherman, Vice President

14125
11/10/93

The undersigned Trustee hereby assents to the subjection of the aforegoing Lot 212, Section 2 to the effect of the Declaration.

By: Paul A. Stuart, Trustee for
Mercantile-Safe Deposit
and Trust Company

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 5th day of November, 1993, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dale Ausherman, Vice President of Ausherman and Willard, Inc. and he did acknowledge the foregoing instrument to be the act and deed of said corporation and at the same time, he made oath in due form of law that he is Vice President of said corporation and duly authorized to make such acknowledgement.

WITNESS my hand and Notarial Seal.

Desiri Geiger Earle
Notary Public

DESIRI GEIGER EARLE NOTARY PUBLIC FREDERICK CO. MD.

My commission expires: January 1, 1996

- -

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.

Robert J. Kresslein, Esquire

- -

AFTER RECORDING, PLEASE REMIT TO:

STERN & KRESSLEIN, P.A.
1003 West Seventh Street, Suite 300
Frederick, Maryland 21701
ATTN: R. Kresslein
RE: Ausherman and Willard, Inc.
File No.: 71400.003

14125
11/10/93

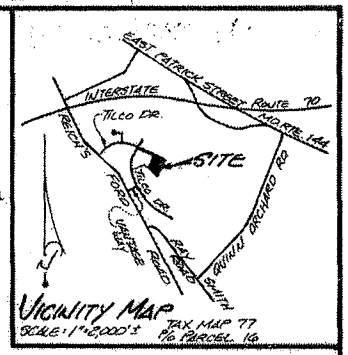
COORDINATES			CURVE DATA						
POINT	NORTH	EAST	PC - PT	RADIUS	DELTA	ARC	TAN	CHORD BRG	DIST
767	71,118.390	90,149.578	802 - 767	470.00'	47°43'24"	391.48'	207.90'	N 02°21'48"E.	380.26'
768	71,128.218	90,188.902							
770	71,212.733	90,228.478							
771	71,266.584	90,256.005							
801	70,841.218	90,394.798							
802	70,738.455	90,133.898							
804	70,973.493	90,756.790							
805	70,623.653	90,598.061							
839	71,082.052	90,783.873							

AREA SUMMARY:

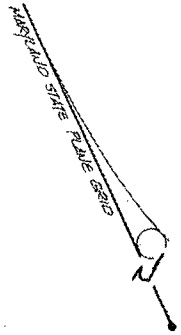
TOTAL AREA OF LOTS:	68,525 SQ. FT. OR	1.573 Ac.±
TOTAL AREA OF DEDICATION:	34,762 SQ. FT. OR	0.798 Ac.±
TOTAL AREA OF PLAT:	103,287 SQ. FT. OR	2.371 Ac.±
TOTAL NUMBER OF LOTS: 1		

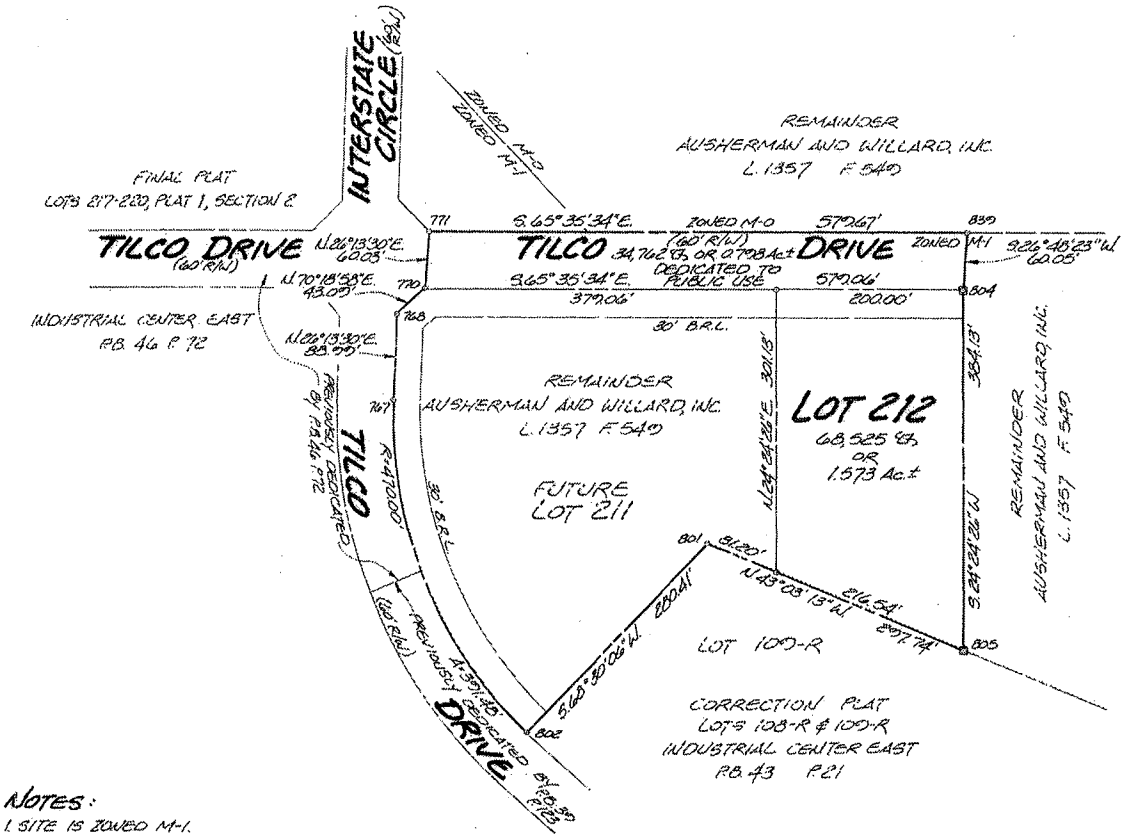
NOTE:

THE CITY OF FREDERICK WILL RESERVE TREATMENT CAPACITY AT THE FREDERICK CITY WASTE WATER TREATMENT PLANT SUFFICIENT TO SERVE ALL LOTS SHOWN ON THIS PLAT FOR A PERIOD OF 6 MONTHS FROM THE DATE THIS PLAT IS RECORDED. IF A BUILDING PERMIT IS NOT ISSUED FOR A LOT WITHIN THAT TIME, THEN TREATMENT CAPACITY IS NO LONGER RESERVED AND DEVELOPMENT OF LOTS WILL BE DEPENDENT ON CAPACITY AVAILABLE AT THE CITY WASTE WATER TREATMENT PLANT WHEN BUILDING PERMITS ARE REQUESTED. FEDERAL OR STATE ACTION, INCLUDING OPERATIONAL MORATORIA MAY TEMPORARILY SUSPEND, DELAY, OR OTHERWISE AFFECT AN ALLOCATION WHICH IS GRANTED.



VICINITY MAP
SCALE: 1" = 2000'±
TAX MAP 77
P/O PARCEL 16





NOTES:

1. SITE IS ZONED M-1.
2. DRAINAGE AND UTILITY EASEMENTS 6' WIDE ARE RESERVED ALONG ALL SIDE AND REAR LOT LINES AND 10' WIDE ALONG ALL FRONT LOT LINES.
3. THIS PLAT PREPARED IN CONJUNCTION WITH A REVIEW OF A TITLE COMMITMENT NUMBER 882 ISSUED BY CHICAGO TITLE INSURANCE COMPANY.
4. LOT 211 IS NOT A LOT OF RECORD AND WILL BE RECORDED IN THE FUTURE.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY GEORGE R. CLARK, ET AL TO AUSHERMAN AND WILLARD, INC., BY DEED DATED AUGUST 14, 1986, AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 1357 AT FOLIO 540 ON AUGUST 15, 1986, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-108, 1974 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

10/21/93 DATE — TERRE ROY RUDERICK
PROPERTY LINE SURVEYOR MD. REG. No. 118
FOR HARRIS, SMARIGA & ASSOC., INC., MD. REG. No. 24

OWNERS' CERTIFICATION & DEDICATION

WE, AUSHERMAN AND WILLARD, INC., OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, CONSENT TO AND ADOPT THIS PLAN OF SUBDIVISION, AND IN CONSIDERATION OF THE APPROVAL OF THIS FINAL PLAT BY THE PLANNING COMMISSION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES; AND DEDICATE THE STREETS, HALLWAYS, AND OTHER EASEMENTS, TO PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAT.

WE, CERTIFY THAT THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, OR RIGHTS-OF-WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION, EXCEPT AS HEREON INDICATED: A CERTAIN MODIFICATION RESTATEMENT, AND SPREADING OF DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED JANUARY 17, 1989 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 1559 AT FOLIO 49 ON JANUARY 23, 1989, AND A SECOND MODIFICATION AND RESTATEMENT OF DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED NOVEMBER 7, 1990 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1680 AT FOLIO 136 ON NOVEMBER 20, 1990, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-108, 1974 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

PLANS FOR COMMUNITY WATER AND SEWER SYSTEMS AND FOR A POINT OF DISCHARGE HAVE BEEN APPROVED BY THE MARYLAND STATE DEPARTMENT OF THE ENVIRONMENT. LOTS ARE SERVED BY PUBLIC WATER AND SEWER SYSTEMS.

AUSHERMAN AND WILLARD, INC.

9-17-93 DATE — DENALT J. WILLARD, JR., PRESIDENT

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, BALTIMORE, MARYLAND

9-21-93 DATE — PAUL A. STUART, TRUSTEE

RECORD CHG 001 T 13459 10/25/93 1 # CHECK 003912

OWNER:
AUSHERMAN AND WILLARD, INC.
P.O. BOX 217
MIDDLETOWN, MARYLAND 21769
PHONE: (301) 695-9770

SYMBOLS:
- T-BAR & CAP No. 24 TO BE SET
- CONC. MONUMENT TO BE SET

DATE	REVISIONS
7/14/93	PER CITY LETTER DATED 7/7/93
10/21/93	PER FRED CITY PLANG. COMM. LETTER DATED 10/11/93

APPROVED:
FREDERICK CITY PLANNING COMMISSION

MINIMUM BUILDING RESTRICTION LINES (B.R.L.)
FRONT: 30'
REAR: 10'

STATE OF MARYLAND — TERRE ROY RUDERICK — REGISTERED PROPERTY LINE SURVEYOR — No. 118

FINAL PLAT
LOT 212, PLAT 2, SECTION 2
INDUSTRIAL CENTER EAST
SITUATED ON TILCO DRIVE
CITY OF FREDERICK
FREDERICK ELECTION DISTRICT No. 2
FREDERICK COUNTY, MARYLAND
SCALE: 1" = 100' JULY, 1993

Harris Smariga & Associates Inc.

1-24-94

BK 1972 PG 0071

SUPPLEMENTAL DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 22nd day of December, 1993, by **AUSHERMAN AND WILLARD, INC.**, a Maryland corporation (the "Declarant") and **THOS. SOMERVILLE CO.**, a Delaware Corporation (the "Purchaser").

R E C I T A L S

WHEREAS, the Declarant executed a certain Declaration of Protective Covenants and Restrictions for "Industrial Center East" on the 21st day of February, 1989, which are recorded among the Land Records of Frederick County, Maryland at Liber 1543, folio 967, (the "Original Declaration"); and

WHEREAS, the Declarant executed a certain Corrective Declaration of Protective Covenants and Restrictions for Industrial Center East on the 2nd day of March, 1989, which is recorded among the Land Records of Frederick County, Maryland at Liber 1546, folio 0065, (the "Corrective Declaration"), which inter alia, changed the name on the Original Declaration and other documents from "Industrial Centre East" to "Industrial Center East" which all in term have been subsequently amended and supplemented (The Original Declaration and Corrective Declaration as amended and supplemented are sometimes hereinafter collectively referred to as the "Declaration"); and

RECD FEE 22.00
SURCHG 2.00
493 #
TOTAL 24.00
CHECK 25.00
CHANGE 1.00
BA0876 C006 R01 T14:58
01/05/94

22
2

WHEREAS, the Declarant has recorded a subdivision plat entitled "FINAL PLAT, LOT 213, SECTION 2, INDUSTRIAL CENTER EAST", which plat is recorded among the plat records of Frederick County, Maryland at Plat Book 53, page 29, the "Subdivision Plat") which subdivision plat adds a new lot to the subdivision known as "Industrial Center East"

designated as Lot 213 (the new "Lot"); and

WHEREAS, the new Lot contains a portion of that property described in Exhibit B to the Original Declaration of Protective Covenants; and

WHEREAS, the Declarant does intend that the additional property contained within the boundaries of the new Lots be subject to the Declaration; and

WHEREAS, pursuant to Section 8.03 of the Original Declaration the Declarant may (without consent of the owners of any parcel previously subjected to said declaration) annex additional property to be within the purview of the Declaration by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records of Frederick County, Maryland;

WHEREAS, the Purchaser has executed a Contract of Sale to purchase the Lot and said Lot may be conveyed to Purchaser prior to recordation of this Supplemental Declaration;

NOW THEREFORE WITNESS, that the Declarant does hereby declare that the property described as Lot 213 on the Subdivision Plat is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration as amended and supplemented from time-to-time as if the entire property had been originally subjected to the Declaration at the time of its execution and the Declarant does hereby reserve and all rights reserved unto the Declarant thereunder with respect to the property subject to the Declaration. The Purchaser does hereby consent to such annexation.

IN WITNESS WHEREOF, the Declarant does hereby set his hand and affixed his seal the day and year first above written.

WITNESS:

AUSHERMAN AND WILLARD, INC.

By: DeWalt J. Willard, Jr. (SEAL)
DeWalt J. Willard, President

THOS. SOMERVILLE CO.

By: Michael J. Mooney (SEAL)
Its: President

The undersigned Trustee hereby assents to the subjection of the aforegoing Lot 213, Section 2 to the effect of the Declaration.

By: Paul A. Stuart, Trustee for Mercantile-Safe Deposit and Trust Company

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 22nd day of December, 1993, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DeWalt J. Willard, President of Ausherman and Willard, Inc. and he did acknowledge the foregoing instrument to be the act and deed of said corporation and at the same time, he made oath in due form of law that he is President of said corporation and duly authorized to make such acknowledgement.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC MARYLAND

Notary Public

My commission expires: 8-1-98

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 22nd day of December, 1993, before me, the Subscriber, a Notary Public in and for the State and County

14853
12/22/93

aforesaid, personally appeared Michael J. McInerney, President of Thos. Somerville Co. and he/she did acknowledge the foregoing instrument to be the act and deed of said corporation and at the same time, he made oath in due form of law that he/she is President of said corporation and duly authorized to make such acknowledgement.

WITNESS my hand and Notarial Seal.

ROBERT J. KRESSLEIN NOTARY PUBLIC MARYLAND

Notary Public

My commission expires: 8-1-98

- -

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.

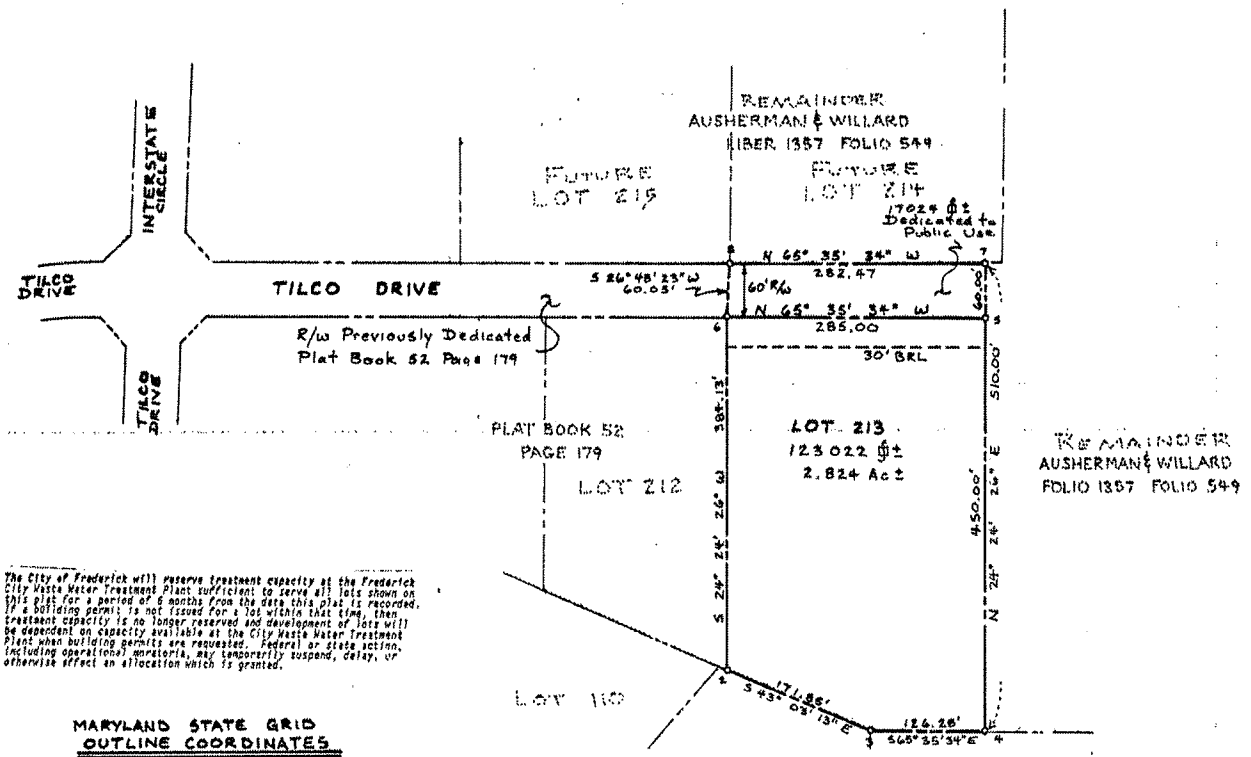
Robert J. Kresslein, Esquire

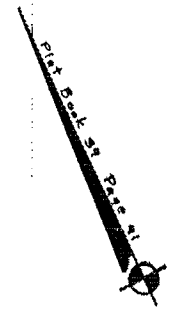
- -

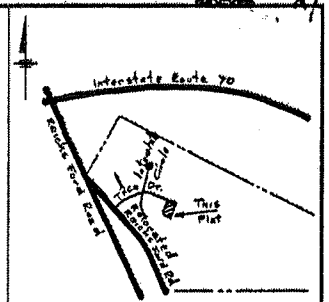
AFTER RECORDING, PLEASE REMIT TO:

STERN & KRESSLEIN, P.A.
1003 West Seventh Street, Suite 300
Frederick, Maryland 21701
ATTN: R. Kresslein
RE: Thomas Sommerville Company/Ausherman & Willard
File No.: 72812.001

14853
12/22/93







TAX MAP PAGE 77 PARCEL 16

VICINITY MAP

SCALE: 1" = 1200'±

The City of Frederick will reserve treatment capacity at the Frederick City Waste Water Treatment Plant sufficient to serve all lots shown on this plat for a period of 6 months from the date this plat is recorded. If a building permit is not issued for a lot within that time, then treatment capacity is no longer reserved and development of lots will be dependent on capacity available at the City Waste Water Treatment Plant when building permits are requested. Federal or state action, including operational moratoria, may temporarily suspend, delay, or otherwise effect an allocation which is granted.

MARYLAND STATE GRID OUTLINE COORDINATES

Pt #	NORTHING	EASTING
2	70623.655	90598.060
3	70498.082	90715.379
4	70445.900	90830.374
5	70855.686	91016.322
6	70973.452	90756.792
7	70910.322	91041.115
8	71027.048	90783.873

MERCANTILE - SAFE DEPOSIT AND TRUST COMPANY
BALTIMORE, MARYLAND

12-17-93 DATE — PAUL A. STUART, TRUSTEE

TOTAL AREA OF LOTS	123022 ±ft² (2.824 Ac±)
TOTAL DEDICATED AREA	17024 ±ft² (0.391 Ac±)
TOTAL AREA OTHER	
TOTAL AREA OF SUBDIVISION	140046 ±ft² (3.216 Ac±)
TOTAL NO. OF LOTS	1

METERS — FEET

1 FOOT = 0.3048 METERS

OWNER'S CERTIFICATION AND DEDICATION

We, AUSHERMAN & WILLARD INC., owner(s) of the property shown and described hereon, hereby adopt this plan of sub-division, and in consideration of the approval of this Final Plat by the Planning Commission, establish the minimum building restriction lines, and dedicate the streets, walkways, and other easements, to public use, unless otherwise noted on this plat.

We (I) certify that there are no suits, actions of laws, leases, liens, mortgages, trusts, easements or rights-of-way affecting the property included in this plan of sub-division, except as herein indicated: A CERTAIN MODIFICATION RESTATEMENT AND SPREADING OF DEED OF TRUST, ASSIGNMENTS OF RENTS AND SECURITY AGREEMENT DATED JANUARY 17, 1989 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 1639 AT FOLIO 49 ON JANUARY 23, 1989; #1 and that the requirements of the Annotated Code of Maryland, Real Property Book, Title 3, Subtitle 1, Section 3-108, 1974 Edition, and the requirements of the Frederick County Code Section 1-16-108, 1979 Edition, and as enacted or amended so far as it may concern the making of this plat and the setting of monuments and markers have been complied with.

Plans for community water and sewerage systems and for a point of discharge have been approved by the Maryland Department Of The Environment. All lots to be served by public water and sewer.

12/16/93 — Date
Donald J. Willard Jr. — Name And Title Of Signer

SURVEYORS CERTIFICATION

I hereby certify that the Final Plat shown hereon is correct; that it is a sub-division of Part of the lands conveyed, by George R. Clark et al to Ausherman & Willard Inc. by deed dated August 14, 1986, and recorded in the Land Records of Frederick County, in Liber 1357, Folio 549, and that the requirements of the Annotated Code of Maryland, Real Property Book, Title 3, Subtitle 1, Section 3-108, 1974 Edition, and the requirements of the Frederick County Code Section 1-16-108, 1979 Edition, and as enacted or amended so far as it may concern the making of this plat and the setting of monuments and markers have been complied with.

DATE — Frank W. Rothenhoefer Jr. / Frank R. Rothenhoefer for Jr.

STATE OF MARYLAND — REGISTERED PROFESSIONAL LAND SURVEYOR

ELECTION DISTRICT: FREDERICK # 2

APPROVED:
Frederick City Planning Commission
12/20/93 — Date
Chairman
F.C.P.C. File No 93-42

NOTES: Site Zoned M-1
A 6 ft. Drainage and Utility Easement is hereby reserved along all lot lines.
The Forest Conservation Ordinance does not apply to this Lot because A preliminary plan of subdivision was approved before July 1, 1991 (Section 1.7-L)

MINIMUM BUILDING RESTRICTION LINES
FRONT 20'
REAR 10'
SIDE 5'M 20' Least Side 10'

SYMBOLS:
PROPOSED WELL
SEPTIC AREA
MONUMENT
STEEL BAR & CAP

OWNER:
AUSHERMAN & WILLARD INC.
P.O. BOX 217
MIDDLETOWN, MD 21769
1-301-695-9770

FINAL PLAT
LOT 213, SECTION 2
INDUSTRIAL CENTER EAST
SITUATED ON TILCO DRIVE
CITY OF FREDERICK
FREDERICK COUNTY, MARYLAND

REVISIONS

ROTHENHOEFER ENGINEERS INC.
3 COLLEGE AVENUE — SUITE NO.4
FREDERICK, MARYLAND 21701

DWG. NO. 93-11
35-01

el. to: Semmos + Bowen v Semmes, Atty

MAR 4 1994

BK1984PG1270

AGREEMENT AND DECLARATION OF COVENANTS
BY
DAN JAY LLC
AND
COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND

RELATING TO
PROPERTY TO BE DEVELOPED WITH
MARYLAND INDUSTRIAL LAND ACT FUNDING
THROUGH THE STATE OF MARYLAND

THIS AGREEMENT AND DECLARATION OF COVENANTS (the "Declaration") is made this 3rd day of February, 1994, by and between Dan Jay LLC, a Maryland limited liability company ("Dan Jay"), and County Commissioners of Frederick County, a body politic and corporate and a political subdivision of the State of Maryland (the "County"); and

WHEREAS, Dan Jay is the owner of a certain parcel of land shown and described in the attached Schedule A (the "Property") located within the Industrial Centre East, a mixed use industrial park located in the City of Frederick (the "Industrial Park"); and

WHEREAS, Dan Jay desires to acquire the Property improved by a 36,000 sq. ft. shell building (the "Project"); and

WHEREAS, partial funding for the project is sought from the Maryland Department of Economic and Employment Development (the "Department"), through a loan to the County (the "Loan") pursuant to the Maryland Industrial Land Act, Article 83A, Section 5-401 through 5-414 of the Annotated Code of Maryland, as amended (the "Act"); and

RECD FEE 22.00
2.00
R01 T15:33
02/16/94
5963 #

22 2/24

WHEREAS, Section 5-406(d) of the Act requires that a loan agreement shall be recorded among the land records of the subdivision in which the land is located and shall constitute a lien upon the land and improvements; and

WHEREAS, Section 5-406(a)(3) of the Act requires a certain control of the Property by the County; and

WHEREAS, Dan Jay is desirous of granting such control of the property to the County for the purposes of enabling it to obtain the Loan;

NOW, THEREFORE, IN CONSIDERATION of the County's application for funding of the project as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dan Jay and County do hereby declare and agree that the Property is subject to the following restrictive covenants:

(1) Dan Jay declares that the covenants in this Declaration shall run with the Property, and every part of it, and shall be binding upon Dan Jay and all Property owners, tenants, licensees, occupants and their successors in interest with respect to the Property, until termination of these restrictions in accordance with paragraph 5.

(2) Dan Jay may not take any actions concerning the sale, lease, encumbrance, conveyance or other transfer of the Property or any portion thereof without the prior written consent of the County and the Department. Unless the County specifies a lesser or a greater time period, Dan Jay shall give to the County 60 days advance notice in order to enable the County to comply with the applicable provisions of the Act or the County's loan agreement with the Department, and shall obtain the County's written approval of any proposed sale, lease, conveyance or other transfer.

(3) Dan Jay may not convert the use of the Property or improvements on it to any other use than that contemplated and approved when funding was obtained from the Department without first obtaining written approval from the County. Unless the County specifies a lesser or greater time period, Dan Jay shall give to the County 60 days advance written notice in order to enable the County to comply with applicable provisions of the Act or of the County's loan agreement with the Department, prior to any proposed change in use.

(4) Dan Jay may enact industrial park covenants which would apply to all occupants of the Industrial Park or enact changes or amendments to its present zoning code which would affect all property within the Industrial Park so long as such covenants or changes are not inconsistent with this Declaration of Covenants nor with any portion of these Covenants.

(5) Upon the release of the lien held by the Department on all or any portion of the Property, this Declaration shall automatically terminate and have no further effect with respect to the released portion of the property.

(6) Additionally, upon acquisition of title to the property by the Department pursuant to foreclosure or conveyance by deed in lieu of foreclosure, this Declaration shall automatically terminate and have no further effect.

IN WITNESS WHEREOF, Dan Jay and the County have caused these presents to be executed by their proper officers, as of the date first written above.

~~ATTEST:~~ WITNESS:

DAN JAY LLC

By: (SEAL)
Name: Jeanette Snyder
Title: Member

COUNTY COMMISSIONERS OF FREDERICK COUNTY

Dawn Hatzer
Administrative Assistant

By: Ronald L. Sundergill (SEAL)
President, Board of County Commissioners of Frederick County

STATE OF MARYLAND, CITY/COUNTY OF Frederick, to wit:

I HEREBY CERTIFY that on this 3rd day of February, 1994, before the subscriber, a Notary Public in the State and County aforesaid, personally appeared Jeanne H. D. Snyder, known to me to be the person described in the foregoing instrument, and acknowledged that ~~[he]~~ [she] executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

Notary Public

My Commission Expires:
10/30/95

STATE OF MARYLAND, CITY/COUNTY OF Frederick, to wit:

I HEREBY CERTIFY that on this 3rd day of February, 1994, before the Subscriber, a Notary Public in the State and County aforesaid, personally appeared ~~Ronald L. Sundergill~~, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

Notary Public

My Commission Expires:
12/1/96

mlm/0-5803

EXHIBIT A

Lot 108R as shown on a Plat entitled "Correction Plat, Lots 108-R & 109-R Previously Recorded as Lots 108 & 109 of Plat Two, Phase 1, Recorded in Plat Book 39, Page 92, and Lot 110 of Plat One, Phase 1, Recorded in Plat Book 39, page 123, Industrial Center East," said Plat being recorded among the Plat Records of Frederick County, Maryland, in Liber 43, page 21.

Del. to: Bd. of Co. Comm.

BK 1984 PG 1361

AGREEMENT AND DECLARATION OF COVENANTS
BY
THOGAR, LLC
AND
COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND

RELATING TO
PROPERTY TO BE DEVELOPED WITH
MARYLAND INDUSTRIAL LAND ACT FUNDING
THROUGH THE STATE OF MARYLAND

THIS AGREEMENT AND DECLARATION OF COVENANTS (the "Declaration") is made this 30d day of February, 1994, by and between Thogar, LLC, a Maryland limited liability company ("Thogar"), and County Commissioners of Frederick County, a body politic and corporate and a political subdivision of the State of Maryland (the "County"); and

WHEREAS, Thogar is the owner of a certain parcel of land shown and described in the attached Schedule A (the "Property") located within the Industrial Centre East, a mixed use industrial park located in the City of Frederick (the "Industrial Park"); and

WHEREAS, Thogar desires to acquire and renovate the Property improved by a 60,741 sq. ft. shell building (the "Project"); and

REC FEE 22.00
SURCHG 2.00
R01 T15:39
02/16/94
5969 #

WHEREAS, partial funding for the project is sought from the Maryland Department of Economic and Employment Development (the "Department"), through a loan to the County (the "Loan"), pursuant to the Maryland Industrial Land Act, Article 83A, Section 5-401 through 5-414 of the Annotated Code of Maryland, as amended (the "Act"); and

22 2/24

WHEREAS, Section 5-406(d) of the Act requires that a loan agreement shall be recorded among the land records of the subdivision in which the land is located and shall constitute a lien upon the land and improvements; and

WHEREAS, Section 5-406(a)(3) of the Act requires a certain control of the Property by the County; and

WHEREAS, Thogar is desirous of granting such control of the property to the County for the purposes of enabling it to obtain the Loan;

NOW, THEREFORE, IN CONSIDERATION of the County's application for funding of the project as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thogar and County do hereby declare and agree that the Property is subject to the following restrictive covenants:

(1) Thogar declares that the covenants in this Declaration shall run with the Property, and every part of it, and shall be binding upon Thogar and all Property owners, tenants, licensees, occupants and their successors in interest with respect to the Property, until termination of these restrictions in accordance with paragraph 5.

(2) Thogar may not take any actions concerning the sale, lease, encumbrance, conveyance or other transfer of the Property or any portion thereof without the prior written consent of the County and the Department. Unless the County specifies a lesser or a greater time period, Thogar shall give to the County 60 days advance notice in order to enable the County to comply with the applicable provisions of the Act or the County's loan agreement with the Department, and shall obtain the County's written approval of any proposed sale, lease, conveyance or other transfer.

(3) Thogar may not convert the use of the Property or improvements on it to any other use than that contemplated and approved when funding was obtained from the Department without first obtaining written approval from the County. Unless the County specifies a lesser or greater time period, Thogar shall give to the County 60 days advance written notice in order to enable the County to comply with applicable provisions of the Act or of the County's loan agreement with the Department, prior to any proposed change in use.

(4) Thogar may enact industrial park covenants which would apply to all occupants of the Industrial Park or enact changes or amendments to its present zoning code which would affect all property within the Industrial Park so long as such covenants or changes are not inconsistent with this Declaration of Covenants nor with any portion of these Covenants.

(5) Upon the release of the lien held by the Department on all or any portion of the Property, this Declaration shall automatically terminate and have no further effect with respect to the released portion of the property.

(6) Additionally, upon acquisition of title to the property by the Department pursuant to foreclosure or conveyance by deed in lieu of foreclosure, this Declaration shall automatically terminate and have no further effect.

IN WITNESS WHEREOF, Thogar and the County have caused these presents to be executed by their proper officers, as of the date first written above.

~~ATTEST:~~ WITNESS

THOGAR, LLC

By: _____ (SEAL)
Name: _____
Title: Member

COUNTY COMMISSIONERS OF FREDERICK COUNTY

Dawn Hatzer
Administrative Assistant

By: _____ (SEAL)
~~Ronald L. Sundergill~~
President, Board of County Commissioners of Frederick County

STATE OF MARYLAND, CITY/COUNTY OF Frederick, to wit:

I HEREBY CERTIFY that on this 3rd day of February, 1994, before the subscriber, a Notary Public in the State and County aforesaid, personally appeared Owen R. Thomas, known to me to be the person described in the foregoing instrument, and acknowledged that [he] [~~she~~] executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

_____
Notary Public

My Commission Expires:
10/30/95

STATE OF MARYLAND, CITY/COUNTY OF Frederick, to wit:

I HEREBY CERTIFY that on this 3rd day of February, 1994, before the Subscriber, a Notary Public in the State and County aforesaid, personally appeared ~~Ronald L. Sundergill~~, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

_____
Notary Public

My Commission Expires:
12/1/96

JOYCE M. GROSSNICKLE
NOTARY PUBLIC
FREDERICK MD

SCHEDULE A

Lot 109R as shown on a Plat entitled "Correction Plat, Lots 108-R & 109-R Previously Recorded as Lots 108 & 109 of Plat Two, Phase 1, Recorded in Plat Book 39, Page 92, and Lot 110 of Plat One, Phase 1, Recorded in Plat Book 39, page 123, Industrial Center East," said Plat being recorded among the Plat Records of Frederick County, Maryland, in Liber 43, page 21.

NOV 20 1997
Kline, Scott, Visco

BK2345PG0761

31826

SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
INDUSTRIAL CENTER EAST

THIS SECOND AMENDMENT is made this 30TH day of OCTOBER, 1997 by I.C.E. Cube LLC, a Maryland limited liability company (hereinafter "Declarant").

WHEREAS, Ausherman and Willard, Inc., a Maryland corporation executed a Declaration of Protective Covenants and Restrictions for Industrial Center East dated February 21, 1989, and recorded among the Land Records of Frederick County, Maryland, in Liber 1543, folio 967, (hereinafter "Declaration"), which Declaration affects certain real property located in Frederick City, Frederick County, Maryland, known as the Industrial Center East subdivision, which real property is more particularly described in the Declaration (hereinafter "Property"); and

WHEREAS, Ausherman and Willard, Inc. executed a Corrective Amendment To The Declaration dated March 2, 1989, and recorded among the aforesaid Land Records in Liber 1546, folio 65 (hereinafter "First Amendment"); and

WHEREAS, the City of Frederick has requested Ausherman and Willard, Inc. to amend the Declaration so as to be in compliance with Section 17 of the Frederick City Zoning Ordinance (hereinafter "Ordinance"), and Ausherman and Willard, Inc. agreed to amend the Declaration accordingly; and

WHEREAS, by a deed from Ausherman and Willard, Inc., dated July 31, 1997 and recorded among the Land Records of Frederick County, Maryland, in Liber 2316, folio 548, Declarant acquired fee simple title to the remaining lands of Ausherman and Willard, Inc. (Saving and Excepting certain parcels described therein); and

WHEREAS, pursuant to Section 9.06 of the Declaration, Ausherman and Willard, Inc. assigned unto Declarant, to which Declarant so consented, all of its rights, powers and reservations under the Declaration, by an Assignment dated July 31, 1997, and recorded among the aforesaid Land Records in Liber 2316, folio 566; and

WHEREAS, Declarant owns more than one-third (1/3) of the sites within the Property and constitutes at least one-third (1/3) of the Property Owners as defined in the Declaration,

ecords) CCK 2345, p. 0761, MSA_CE61_2189. Date available 09/20/2005. Printed 09/05/2018.

and therefore, the Declarant has the authority pursuant to Section 8.02 of the Declaration to execute and record this Second Amendment, which Declarant hereby declares to be uniform in application on the Property and will not alter the duty of the Review Board or frustrate the purpose of the Declaration.

NOW, THEREFORE, THIS SECOND AMENDMENT WITNESSETH: That pursuant to Section 8.02 of the Declaration, Declarant hereby modifies and amends the Declaration as follows:

FIRST: In Section 2.01.(f) of the Declaration, the word "unincorporated" is deleted and replaced with the word "incorporated".

SECOND: The following language is hereby added to Section 3.04 of the Declaration:

3.04.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual Assessments or charges, and (b) special Assessments for capital improvements. The annual and special Assessments, together with interest from the due date at a rate of twelve percent (12%) per annum, collection costs, and reasonable attorneys' fees, shall be a charge on the site (including all improvements thereon), and shall be a continuing lien upon the site against which each such Assessment is levied, provided the requirements of the Maryland Contract Lien Act, as now existing and as hereinafter amended and/or replaced, have substantially been fulfilled. Each such Assessment shall also be the personal obligation of the person who was the Owner of the site at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to that person's successors in title. In order to allow the Board of Directors of the Association the ability to enforce the lien herein created, the Owner of the site, by acceptance and recordation of a deed of conveyance, does hereby authorize the said Board of Directors, or an individual and/or attorney designated in writing by such Board of Directors, to sell the site in question, which sale shall be accomplished in accordance with the same procedures as are applicable to mortgage foreclosure sales under a power of sale in Frederick County, Maryland.

:ords) CCK 2345, p. 0762, MSA_CE61_2189. Date available 03/26/2005. Printed 08/06/2010.

3.04.02. Initial Annual Assessment.

(a) The initial annual Assessment for each of the sites shall be determined by the formula as set forth in Section 3.04 above, based upon a budget of the estimated costs of operating the Association during the first year as determined by the Declarant; provided, however, that there shall not at any time be any annual Assessment (including special Assessments) for sites owned by the Declarant, nor shall there be any annual Assessment (including special Assessment) for sites sold by the Declarant to another developer for which the rights and powers of the Declarant hereunder have also been specifically assigned and transferred.

(b) It shall be the duty of the Board of Directors, at least sixty (60) days before the beginning of each fiscal year (as defined by the Board of Directors) and thirty (30) days prior to each meeting at which the budget shall be presented to the membership, to prepare a budget governing the estimated costs of operating the Association during the coming year. The proposed budget shall be submitted to an independent certified public accountant for a review of its adequacy prior to the meeting, with a copy of the accountant's report, if any, being supplied to the Treasurer of the City of Frederick, Maryland. The budget shall include a general operating reserve or contingency fund at least equal to ten percent (10%) of the annual estimated or actual expenses of the Association. The budget shall also include an amount sufficient to establish and maintain a reserve fund for replacements of capital improvements owned and/or maintained by the Association with at least annual appropriations to be made by the Owners of the sites within the Property following the first conveyance of any part of the common areas located within the Property. Such reserve fund may be expended only for the purpose of replacing capital improvements owned and/or maintained by the Association based on their replacement value and their expected useful life and for operating contingencies of a nonrecurring nature and shall not be used to finance operating or maintenance costs of the Association. The Board of Directors shall cause a copy of the budget and the amount of the Assessments to be levied against each site for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting.

cords) CCK 2345, p. 0763, MSA_CE61_2189. Date available 09/20/2005. Printed 09/05/2018.

(c) In the event the Board of Directors fails for any reason to determine a new budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

3.04.03 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any assessment year, a special Assessment or special Assessments applicable to that year for such purposes as the Board of Directors may deem appropriate, including, but not limited to, to meet unforeseen or special expenditures of the Association or to cover budget deficits; provided that any such special Assessment shall have the consent of a majority of the Members who are present, in person or by proxy, at a meeting duly called for this purpose at which a proper quorum is present. The Association may also levy a special Assessment against any Owner and its site to bring such site into compliance with the provisions of this Declaration, any supplementary declaration hereto, the Articles of Incorporation, the By-Laws and/or the vote of the Board of Directors after notice to the Owner and an opportunity for a hearing before the Board of Directors.

3.04.04 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for herein shall commence as to all sites on the first day of the month following the first conveyance of any part of the common areas located within the Property. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each site at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

THIRD: In all other respects not specifically modified herein, the terms and conditions of the Declaration and the First Amendment shall remain unchanged and in full force and effect. The Declarant is executing and recording this Second Amendment in accordance with Section 8.02 of the Declaration. The introductory recitals are by this reference incorporated herein and made a part of this Second Amendment.

ords) CCK 2345, p. 0764, MSA_CE61_2189. Date available 09/20/2005. Printed 09/05/2016.

Witness the hand and seal of the Declarant on the day and year first above written.

WITNESS:

Marilyn Jones

I.C.E. Cube, LLC, a Maryland limited liability company

BY: Christopher T. Kline (SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO-WIT:

I HEREBY CERTIFY that on this 30TH day of OCTOBER, 1997, before me the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHRISTOPHER T. KLINE, who acknowledged himself to be the AUTHORIZED SIGNATOR of I.C.E. Cube LLC, a Maryland limited liability company, and being authorized so to do, executed the foregoing instrument on behalf of I.C.E. Cube LLC, for the purposes therein contained.

Witness my hand and Notarial Seal.

NOTARY PUBLIC

Notary Public

My Commission Expires: 11-21-97

TRP TO SURE $	2.00
RECORDING FEES	20.00
TOTAL	22.00
Recd FROM	Rcpt # 30238
CCK BMK	Blk # 2869
Oct 30, 1997	02:37 PM

ords) CCK 2345, p. 0765, MSA_CE61_2189. Date available 09/20/2005. Printed 09/05/2018.

CONSENT OF THE BOARD OF DIRECTORS
OF THE INDUSTRIAL CENTER EAST PROPERTY OWNERS ASSOCIATION, INC.

The Board of Directors of the Industrial Center East Property Owners Association, Inc. by the authorized signature below of its PRESIDENT, hereby consents to this Second Amendment.

WITNESS:

INDUSTRIAL CENTER EAST PROPERTY OWNERS ASSOCIATION, INC.

BY: _____ (SEAL)

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

David A. Severn

ords) CCK 2345, p. 0766, MSA_CE61_2189. Date available 06/20/2005. Printed 06/06/2018.

Severn & O'Connor

BK2574PG0019 146

JUN 15 1999

SECOND SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR INDUSTRIAL CENTER EAST

THIS SECOND SUPPLEMENTAL DECLARATION is made this 28th day of April, 1999 by **I.C.E. Cube LLC**, a Maryland limited liability company (hereinafter "Declarant").

WHEREAS, Ausherman and Willard, Inc., a Maryland corporation executed a Declaration of Protective Covenants and Restrictions for Industrial Center East dated February 21, 1989, and recorded among the Land Records of Frederick County, Maryland, in Liber 1543, folio 967, (hereinafter "Declaration"), which Declaration affects a portion of certain real property owned by Ausherman and Willard, Inc. and located in Frederick City, Frederick County, Maryland, known as the Industrial Center East subdivision, which real property is more particularly described in the Declaration; and

WHEREAS, Ausherman and Willard, Inc. executed a Corrective Amendment To The Declaration dated March 2, 1989, and recorded among the aforesaid Land Records in Liber 1546, folio 65; and

WHEREAS, by a deed from Ausherman and Willard, Inc., dated July 31, 1997 and recorded among the Land Records of Frederick County, Maryland, in Liber 2316, folio 548, Declarant acquired fee simple title to the remaining lands and real property of Ausherman and Willard, Inc. (Saving and Excepting certain parcels described therein); and

WHEREAS, pursuant to Section 9.06 of the Declaration, Ausherman and Willard, Inc. assigned unto Declarant, to which Declarant so consented, all of its rights, powers and reservations under the Declaration, by an Assignment dated July 31, 1997, and recorded among the aforesaid Land Records in Liber 2316, folio 566; and

WHEREAS, Declarant executed a Second Amendment To The Declaration dated October 30, 1997, and recorded among the aforesaid Land Records in Liber 2345, folio 761; and

WHEREAS, the Declarant has recorded a subdivision plat entitled, "Final Plat, Lot 447, Section 4, INDUSTRIAL CENTER EAST, which plat is recorded among the Plat Records of Frederick County, Maryland in Plat Book 65, page 128 ("the Subdivision Plat") which adds a new lot to the subdivision known as "Industrial Center East" designated as Lot 447 ("Lot 447"); and

WHEREAS, the Declarant does intend that the additional property contained within the boundaries of Lot 447 be subject to the Declaration; and

WHEREAS, pursuant to section 8.03 of the Declaration, the Declarant may (without consent of the owners of any parcel previously subjected to said Declaration) annex additional property to be within the purview of the Declaration by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records of Frederick County, Maryland.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL DECLARATION WITNESSETH: That pursuant to Section 8.03 of the Declaration, Declarant hereby declares that

Lot 447 as shown on the Subdivision Plat is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easement, charges and liens set forth in the Declaration as amended and supplemented from time to time as if the entire property within Lot 447 had been originally subjected to the Declaration at the time of its execution and the Declarant does hereby reserve any and all rights reserved unto the Declarant thereunder with respect to the property subject to the Declaration.

The Declarant is executing and recording this Second Supplemental Declaration in accordance with Section 8.03 of the Declaration. The introductory recitals are by this reference incorporated herein and made a part of this Second Supplemental Declaration. In all other respects, the Declaration shall remain unchanged and in full force and effect.

Witness the hand and seal of the Declarant on the day and year first above written.

WITNESS:

I.C.E. Cube LLC, a Maryland limited liability company

BY: _____ (SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO-WIT:

I HEREBY CERTIFY that on this 28th day of APRIL, 1999, before me the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Christopher T. Kline, who acknowledged himself to be the Managing Member of I.C.E. Cube LLC, a Maryland limited liability company, and being authorized so to do, executed the foregoing instrument on behalf of I.C.E. Cube LLC, for the purposes therein contained.

Witness my hand and Notarial Seal.

Notary Public

DAVID A. SEVERN NOTARY PUBLIC FREDERICK COUNTY MARYLAND

My Commission Expires: 9-1-02

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

David A. Severn

CHECKED 12/13/98 HLP
CHECKED 3/10/99 [illegible]

COORDINATES

Point	Northing	Easting
774	71784.546	80482.856
776	71808.847	80486.147
777	71838.253	80439.362
779	71821.080	80438.832
801	72083.030	[illegible]
1037	71590.558	80395.127
1651	71852.880	80864.829
2521	71873.657	80880.839
2522	71913.940	80790.671

COORDINATES ARE BASED ON A PLAT ENTITLED "FINAL PLAT, LOT 328, INDUSTRIAL CENTER EAST" AND RECORDED IN PLAT BOOK 46, PAGE 111.

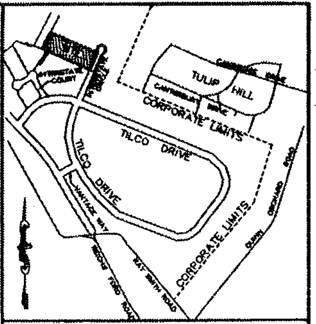
CURVE DATA TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
1	25.00'	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	50.00'	[illegible]	231.84'	[illegible]	[illegible]	[illegible]
3	25.00'	[illegible]	[illegible]	9.81'	[illegible]	[illegible]

AREA SUMMARY

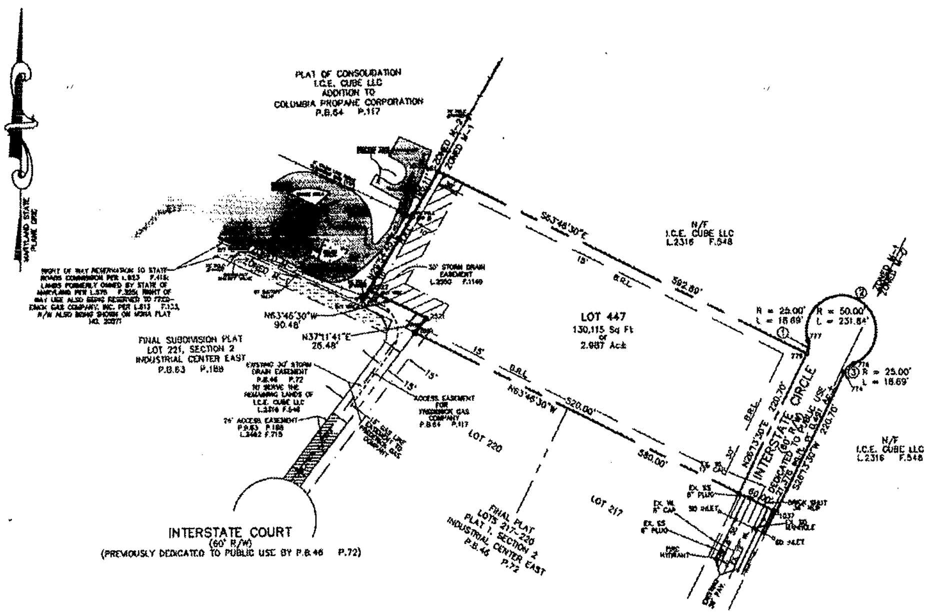
TOTAL AREA OF LOT 447	130,115 sq.ft. or 2.987 Ac.±
TOTAL AREA OF DEDICATION	21,376 sq.ft. or 0.491 Ac.±
TOTAL AREA OF PLAT	151,491 sq.ft. or 3.478 Ac.±

TOTAL NUMBER OF LOTS: 1



VICINITY MAP

SCALE: 1"=800' FREDERICK CITY TAX MAP # 424
P/O PARCELS 2141-A & 2142



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY AUSHERMAN AND WILLARD, INC., A MARYLAND CORPORATION, TO I.C.E. CUBE LLC, A MARYLAND LIMITED LIABILITY CORPORATION, BY DEED DATED JULY 31, 1997, AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 2316 AT FOLIO 548 ON JULY 31, 1997, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE I, SECTION 3-108, 1974 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

3·23·99
DATE

DTBx
DAVID THOMAS BEARD
PROPERTY LINE SURVEYOR
MD. REG. NO. 576
FOR HARRIS, SMARIGA & ASSOC., INC.
MD REG. NO. 24

OWNERS' CERTIFICATION & DEDICATION

WE, I.C.E. CUBE LLC, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, CONSENT TO AND ADOPT THIS PLAN OF SUBDIVISION, AND IN CONSIDERATION OF THE APPROVAL OF THIS FINAL PLAT BY THE PLANNING COMMISSION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES; AND DEDICATE THE STREETS, WALKWAYS, AND OTHER EASEMENTS, TO PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAT.

WE, CERTIFY THAT THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, OR RIGHTS-OF-WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION, EXCEPT AS HEREON INDICATED: A CERTAIN DEED OF TRUST AND SECURITY AGREEMENT DATED AUGUST 1, 1997 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 2316 AT FOLIO 569 ON AUGUST 1, 1997 AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-108, 1974 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

PLANS FOR COMMUNITY WATER AND SEWER SYSTEMS AND FOR A POINT OF DISCHARGE HAVE BEEN APPROVED BY THE MARYLAND STATE DEPARTMENT OF THE ENVIRONMENT. LOT IS SERVED BY PUBLIC WATER AND SEWER SYSTEMS.

I.C.E. CUBE LLC
BY FREDERICK INVESTMENT GROUP GENERAL PARTNERSHIP ITS MANAGING MEMBER

3/23/99
DATE

EDO
EDWARD D. SCOTT
AUTHORIZED ~~MEMBER~~ PARTNER

FARMERS AND MECHANICS NATIONAL BANK

3/23/99
DATE

William W. Drummond
WILLIAM W. DRUMMOND, TRUSTEE

NOTE:

THE CITY OF FREDERICK WILL RESERVE TREATMENT CAPACITY AT THE FREDERICK CITY WASTE WATER TREATMENT PLANT SUFFICIENT TO SERVE ALL LOTS SHOWN ON THIS PLAT FOR A PERIOD OF 6 MONTHS FROM THE DATE THIS PLAT IS RECORDED. IF A BUILDING PERMIT IS NOT ISSUED FOR A LOT WITHIN THAT TIME, THEN TREATMENT CAPACITY IS NO LONGER RESERVED AND DEVELOPMENT OF LOTS WILL BE DEPENDENT ON CAPACITY AVAILABLE AT THE CITY WASTE WATER TREATMENT PLANT WHEN BUILDING PERMITS ARE REQUESTED. FEDERAL OR STATE ACTION, INCLUDING OPERATIONAL MORATORIA MAY TEMPORARILY SUSPEND, DELAY, OR OTHERWISE AFFECT AND ALLOCATION WHICH IS GRANTED.

NOTES: (CONTINUED)

6. THERE IS NO 100 YEAR FLOODPLAIN ON THE SITE. THERE IS NO WETLANDS ON THE SITE.
7. THIS PLAT IS EXEMPT FROM THE FREDERICK CITY FOREST CONSERVATION ORDINANCE PER SECTION 1.7 (L).

OWNER:
I.C.E. CUBE LLC
C/O KLINE, SCOTT, VISCO
117 WEST PATRICK STREET
FREDERICK, MD 21701
PHONE: (301)-694-8444

APPROVED:

FREDERICK CITY PLANNING COMMISSION

4-27-99 Dana A Bogosian, Sec.
DATE CHAIRMAN

FINAL SUBDIVISION PLAN NO. 99-05

FILED
[illegible]
SANDRA K. DALTON

NOTES:

1. SITE IS ZONED M-1
2. DRAINAGE AND UTILITY EASEMENTS 6' WIDE ARE RESERVED ALONG ALL SIDE AND REAR LOT LINES AND 10' WIDE ALONG ALL FRONT LOT LINES.
3. THIS PLAT PREPARED WITH THE BENEFIT OF CURRENT TITLE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY COMMITMENT #8673 WITH AN EFFECTIVE DATE OF JUNE 10, 1997.
4. THIS LOT IS SUBJECT TO "DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR INDUSTRIAL CENTER EAST" RECORDED IN LIBER 1543 AT FOLIO 967 AND AS AMENDED BY ALL RECORDED AMENDMENTS.
5. PRELIMINARY PLAN 93-14 (R4) WAS APPROVED BY THE PLANNING COMMISSION ON AUGUST 10, 1998.

(CONTINUED ABOVE)

SYMBOLS:
○ T-BAR AND CAP NO. 24
□ MONUMENT TO BE SET

MINIMUM BUILDING RESTRICTION LINES
FRONT: 30'
REAR : 10'
SIDE : LEAST SIDE 10'
SUM 30'

DATE	REVISIONS
[illegible]	[illegible]
[illegible]	[illegible]

DAVID THOMAS BEARD
No. 576

FINAL SUBDIVISION PLAT
LOT 447, SECTION 4
INDUSTRIAL CENTER EAST

SITUATED ON INTERSTATE CIRCLE
CITY OF FREDERICK
FREDERICK ELECTION DISTRICT NO. 2
FREDERICK COUNTY, MARYLAND

SCALE: 1"=100'
DECEMBER, 1998

Harris,Smariga&Associates,Inc.
Planners/Engineers/Surveyors
41 East All Saints Street/Frederick, MD 21701
301-662-4488

MSA "SSK 1274-3612" Page ______ Job No. [illegible]

Maryland State Archives

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND AGREEMENTS

THIS DECLARATION, is dated as of this Apr. 9th, 2001, by ICE CUBE, LLC, a Maryland limited liability company (hereinafter referred to as the "Declarant").

RECITALS

A. The Declarant owns a 32.57 acre tract of unimproved land, more or less, located in Frederick City, Frederick County, Maryland. The said 32.57 acre tract of unimproved land, more or less, consists of that certain parcel of land shown in "cross-hatching" and designated "Area Re-Zoned from M-O to M-1 containing 32.57 acres, ± (the 'Property')", on the preliminary subdivision plan entitled "Preliminary Plan **INDUSTRIAL CENTER EAST**", No. 93-14R5, based upon a survey dated March 1, 1988, prepared by Harris, Smariga & Associates, Inc., a copy of which preliminary plan is attached hereto and incorporated herein as **EXHIBIT A** (hereinafter referred to as the "Plat") and being part of the real estate that was conveyed unto Declarant from Ausherman and Willard, Inc., by deed dated July 31, 1997 and recorded among the Land Records of Frederick County, Maryland in Liber 2316, folio 548 (said 32.57 acre tract of unimproved land more or less, being hereinafter called the "Declarant's Property").

B. The Tulip Hill Community Association, Inc., a Maryland corporation, also known as the Tulip Hill Homeowner's Association, Inc. (hereinafter referred to as the "HOA") is an incorporated association of the owners of residential homes located within the adjoining property in the subdivision known as "Tulip Hill" as shown on the Plat (hereinafter individually referred to as a "Tulip Hill Residence" and collectively referred to as the "Tulip Hill Residences").

C. The Board of Directors of the HOA (hereinafter referred to as the "Board") is the governing body of the HOA with full authority to act for and on behalf of the HOA.

D. The HOA is the fee simple owner of a seventy five feet (75') wide strip of land contiguous to both the Declarant's Property and some of the Tulip Hill Residences and containing 8.7 acres, more or less, and shown and described on the Plat as the "Evergreen Buffer" and which was conveyed unto HOA from Ausherman and Willard, Inc. by deed dated May 9, 1989 and recorded among the aforesaid Land Records in Liber 1569, folio 663 (hereinafter referred to as the "Evergreen Buffer").

E. The Declarant has agreed to subject the Declarant's Property, and the lots to be subdivided therefrom (exclusive of any part thereof dedicated to public use, private/public utility or to an owner's association) (hereinafter referred to individually as the "Declarant's Lot" and collectively as the " Declarant's Lots" and which for all purposes hereunder are considered part of the Declarant's Property), to the covenants, conditions, easements, restrictions, and agreements set forth below.

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

NOW THEREFORE, Declarant hereby declares that the Declarant's Property, described in ***EXHIBIT A***, is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following Covenants, Conditions, Easements, Restrictions, and Agreements which shall be binding on all of the parties having or acquiring any right, title or interest in the Declarant's Property made subject thereto or part thereof (hereinafter referred to as "Declarant's Lot owner", Declarant's Lots owners or "Declarant's Property owner" or "Declarant's Property owners").

ARTICLE I. COVENANTS, CONDITIONS, AND RESTRICTIONS

1. Prohibited Land Uses.

The Declarant's Lots and any building and/or structure now or hereafter erected on Declarant's Lots (hereinafter referred to as "building or buildings and/or structure or structures") shall not be primarily occupied and/or used (i.e., a substantial part of the occupancy and/or use) for the following prohibited primary land uses (hereinafter referred to as the "Prohibited Land Uses"):

a. manufacturing or processing of chemicals or hazardous liquids;
b. fuel storage of hazardous liquids;
c. garbage and /or trash recycling centers;
d. garbage and/or trash trucking facilities; and/or
e. dog kennels.

INV FEE SUBE $ 5.00
RECORDING FEE 75.00
TOTAL 80.00
Recd Fred Rcpt # 26645
SKD Dwn Blk # 1050
Apr 16, 2001 12:00 PM

2. Exterior Lighting.

a. All exterior lighting on any building and structure on the Declarant's Lots shall be directed away from the Tulip Hill Residences.
b. No exterior wall-mounted light fixtures will be permitted on the rear of any building or structure within the Declarant's Lots unless such light fixtures are shielded so that the bulb within the lighting fixture is not visible from the ground level of the Tulip Hill Residences.
c. Only exterior site lighting necessary for security and/or safety concerns will be permitted between the hours of 9:00 p.m. and 6:00 a.m., 365 days a year.

3. Hours of Operation.

a. All shipments and deliveries to buildings and/or structures on the Declarant's Lots shall be restricted to the hours between 5:00 A.M. and 10:00 P.M., 365 days per year.
b. All other business operations and activities for land uses, buildings and/or structures on the Declarant's Lots other than the Prohibited Land Uses shall be permitted at any time unless legally restricted by the Frederick City Planning Commission at the time of site plan approval for said land use, buildings

and/or structures.

4. Noise.

All business activities and operations for land uses, buildings and/or structures on the Declarant's Lots must meet the Performance Standards described in Section 4.04 (3)(i) of the Frederick City Zoning Ordinance, adopted February 6, 1986 (hereinafter referred to as the "Zoning Ordinance") for vibration, noise, air pollution, smoke dust, fumes and particulate matter, odors, fire and explosion, radioactive materials, glare and heat, and liquid or solid wastes.

ARTICLE II. EASEMENTS AND AGREEMENTS

1. Easements and Dedications Reserved.

   a. The Declarant further reserves to itself, its successors and assigns, without the consent of the Board, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Declarant's Property in, over, through, upon, and across any and all of the streets, avenues, roads, courts, and open spaces, and in, over, through, upon, and across each and every Declarant's Lot as shown on the Plat.
   b. The Declarant further reserves to itself, its successors, and assigns, without the consent of the Board, the right to dedicate all of the streets, avenues, roads, courts, open spaces, and easements to public use.
   c. The Declarant further reserves to itself, its successors, and assigns, without the consent of the Board, all rights, title, interests, and privileges appurtenant to its fee simple ownership of the Declarant's Property, for all purposes under the law.

2. Easements to be granted.

Declarant agrees to create and provide two utility easements across the Declarant's Property, one to be located at or near Cambridge Drive and the other at or near Dover Street in the Tulip Hill Subdivision, the exact locations across the Declarant's Property to be determined by Declarant. Declarant shall provide said utility easements at or before the time of the improvement and/or development of the Declarant's Lots Nos. 443, 216, 215, 214, 336, 335, 334, and 333 as shown on the Plat.

3. Site Plans.

Declarant shall give simultaneous notice to the Board of any site plan for any of Declarant's Lots submitted for governmental approval. Nothing in this Agreement shall be interpreted as a waiver by the Board or the HOA of their rights to fully participate and express

their views and concerns at any site plan hearing.

4. Wooden Fence.

   a. On or before July 1, 2001, Declarant shall erect and maintain on Declarant's Property a six foot (6') high wooden fence (hereinafter "wooden fence") on or within the common boundary line between Declarant's Lots Nos. 444, 443, 216, 215 and 214 (as shown on the Plat) and the Evergreen Buffer. Declarant shall also erect and maintain on Declarant's Property a wooden fence on or within the common boundary line between Declarant's Lots Nos. 338, 337, 336, 335, 334, 333, 332, 331, and the Proposed S.W.M. Pond Outlot To Be Maintained By Property Owners Assoc. (as shown on the Plat) and the Evergreen Buffer on or before December 31, 2002 or within thirty (30) days of the acceptance by the Frederick City Mayor and Board of Aldermen of the dedication of the completed portion of Tilco Drive (beginning from its present completed, dedicated and accepted terminus at Interstate Circle and ending again at Interstate Circle) , whichever event shall first occur in time.
   b. The wooden fence shall be constructed in a manner so as to lessen the sound, odor, and sight of the Declarant's Property from the Tulip Hill Residences.
   c. At settlement, the initial purchaser(s) of each of the Declarant's Lots shall be obligated to reimburse Declarant the pro-rated cost of installing the wooden fence on Declarant's Lot based upon the linear feet of that portion of the wooden fence located along the boundary line of the Declarant's Lot being purchased (by way of example and not limitation, if the entire length of the wooden fence along the common boundary line between Declarant's Property and the Evergreen Buffer is 5,000 linear feet and the length of Declarant's Lot being purchased by the initial purchaser(s) and containing the wooden fence is 500 linear feet. Then the initial purchaser(s) of Declarant's Lot is obligated to reimburse Declarant at settlement on said lot, a sum equal to ten percent (10%) of the cost of the entire fence. The recording of the deed of conveyance from the Declarant to the initial purchaser(s) of the Declarant's Lot, shall be legally sufficient evidence that the reimbursement has been received by Declarant.

5. Landscaping.

   a. Declarant shall plant one (1) additional row of Leyland Cypress trees on the Evergreen Buffer in front of the existing pine tree line on or before **December 1, 2001**.
   b. Declarant shall replace all dead or missing pine trees from the existing pine tree line located in the Evergreen Buffer on or before **December 1, 2001**, with replacement pine trees of approximately six feet (6') in height.
   c. As part of its landscaping plan, and at the time of the development and construction of each of Declarant's Lots, the initial purchaser(s) thereof shall

plant on said lot inside the wooden fence one (1) row of Leyland Cypress trees a minimum of three feet (3') high and a maximum of eight feet (8') apart, on center.

d. All tree planting shall be done in such a manner as to lessen the sound, odor, and sight emanating from the Declarant's Lots to the Tulip Hill Residences.

e. Declarant shall at its expense, maintain all new trees planted by Declarant in the Evergreen Buffer, in a living condition for a period of five (5) years from the date of the completion of the planting of said trees.

f. Declarant shall at its expense maintain all new trees planted on Declarant's Lots, in a living condition for a period of five (5) years from the date of completion of the planting of said trees. Upon the expiration of the said five (5) year period, each of Declarant's respective successors in title as to each of Declarant's Lots shall each respectively maintain in a living condition those said trees planted on the Declarant's lot owned by that Declarant's successor in title.

ARTICLE III. ENFORCEMENT

1. Parties.

Only the Board (which shall not have the right to assign its rights and/or obligations hereunder other than to a successor board of directors for the HOA duly elected by the owners of the Tulip Hill Residences) and/or Declarant shall have the right in the event of violation or breach of the Covenants, Conditions, Easements, Restrictions and Agreements to institute a proceeding at law or in equity against a Declarant's Lot owner and/or any other entity, person or persons who have violated or are attempting to violate the Covenants, Conditions, Easements, Restrictions and Agreements, to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

2. Legal Proceedings.

Enforcement of the Covenants, Conditions, Easements, Restrictions and Agreements shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant, Condition, Easement, Restriction and/or Agreement either to restrain the violation or to recover damages.

3. Opportunity to cure.

No such proceedings at law or equity shall be commenced unless the violation or breach has not been remedied and corrected within thirty (30) days after the delivery of written notice of such violation or breach from the Declarant and/or the Board, to the occupant of the Declarant's Lot on which the violation or breach has occurred or in the alternative within thirty (30) days after mailing such notice, by certified or registered mail, postage prepaid, to the record owner of such Declarant's Lot or Declarant's Lots at his/her/ its last known address. The

foregoing notwithstanding, in the event the Declarant's Lot owner and/or occupant is unable to cure the violation or breach within said thirty (30) day period, the Declarant's Lot owner shall not be declared in default if said Declarant's Lot owner has commenced the cure within said thirty (30) day period and is diligently pursuing the cure. In no event, however, shall such cure period exceed ninety (90) days from the date of Declarant's or Board's notice, unless Declarant or Board agrees in writing to a further extension of the cure period.

4. Legal Fees.

In any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision hereof, the losing party shall pay attorney's fees and court costs of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

ARTICLE IV. GENERAL PROVISIONS

1. No Common Scheme.

No other land in the vicinity of the Declarant's Property shall be subject to this Declaration, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than the Declarant's Property described on the Plat.

2. Amendment.

The Declarant shall have the right, by instrument duly recorded among the Land Records of the jurisdiction referred to above, which need only be signed by the Declarant and the holder of any mortgage or similar lien on the portion of the Declarant's Property then owned by the Declarant to modify the provisions of this Declaration if the modification is required by a government agency with applicable jurisdiction or an existing or potential lienholder of any portion of the Declarant's Property and the consent to the modification by any Declarant's Lot owner, or the Board shall not be required; provided, however, that such modification does not materially alter or modify the provisions hereof.

3. Invalidity and Conflict.

The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect. This Declaration imposes the Covenants, Conditions, Easements, Restrictions and Agreements on the Declarant's Property in addition to, not as a part of, or in contradiction to or in conflict with, any existing covenants, conditions and restrictions affecting the Declarant's Property.

4. Conveyances subject to Declaration.

Each conveyance of a Declarant's Lot, or of any interest in the Declarant's Lot, by the Declarant, shall be deemed to be subject to this Declaration, whether or not the deed conveying the Declarant's Lot shall so state.

5. Paragraph Headings and Recitals.

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular paragraphs to which they refer. The introductory recitals are incorporated herein and for a part of this Declaration.

6. Assignment.

Any and all of the rights, powers, reservations and obligations of the Declarant contained herein may be assigned to any person, corporation, company, partnership, association, trust, entity, or organization of any kind which will assume the duties of Declarant pertaining to such rights, powers, reservations and obligations assigned (hereinafter referred to as "Assignee"). Upon Assignee's written consent to such assignment, Assignee shall have the same rights and powers and be subject to the same obligations as Declarant with respect to the rights, powers, reservations and obligations so assigned and Declarant shall be relieved and released therefrom. Any assignment hereunder shall be in recordable form and shall be recorded among the Land Records of Frederick County. The term "Declarant" as used herein includes all assignees, its successors and assigns.

7. Binding Effect.

The Covenants, Conditions, Easements Restrictions and Agreements contained in this Declaration shall run with and bind the Declarant's Property and shall be enforceable by the Declarant and/or the Board.

8. Notices.

All correspondence, written communications and notices necessary or convenient hereunder shall be mailed or hand delivered to Declarant at C/o Christopher T. Kline, Kline Scott Visco, 117 West Patrick Street, Frederick, Maryland 21701 and to the Board at C/o Edward S. Anderson, 8121Canterbury Drive, Frederick, Maryland, 21701. The Declarant and the Board agree to notify each other promptly and in writing of any change of address from that set forth above.

9. The undersigned William W. Drummond and Richard H. Ohnmacht, are the trustees and Farmers and Mechanics National Bank is the Beneficiary (the "Bank") and the holder of the promissory note under the Deed of Trust from the Declarant (the "Deed of Trust") encumbering the Declarant's Property dated August 1, 1997, and recorded among the Land Records of Frederick County at Liber 2316, folio 569. The Trustees and the Bank are joining in this Declaration for the purpose of subordinating the Deed of Trust to the legal operation and effect of this Declaration.

sold, and conveyed subject to this Declaration.

WITNESS the due execution of this Declaration of Covenants, Conditions, Easements, Restrictions, and Agreements by the Declarant, the Trustees, and the Bank.

ATTEST:

DECLARANT

ICE CUBE, LLC, a Maryland limited liability company

BY: Frederick Investment Group, a Maryland general partnership/Managing Member

BY: _____(SEAL)
Christopher T. Kline, General Partner

WITNESS:

Mary K. Oswald

_____(SEAL)
William W. Drummond
Trustee

Mary K. Oswald

_____(SEAL)
Richard H. Ohnmacht
Trustee

ATTEST:

BANK

Farmers and Mechanics National Bank

Mary K. Oswald

BY: _____(SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 9th day of APRIL, 2001, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Christopher T. Kline, General Partner of Frederick Investment Group, a Maryland general partnership, Managing Member of Ice Cube, LLC, a Maryland limited liability company, Declarant, and he/she did acknowledge the aforegoing instrument to be the act and deed of Declarant and that he/she is duly authorized to make this acknowledgement on behalf of Declarant as the General Partner of its Managing Member.

WITNESS my hand and Notarial Seal.

Sandra D. Ehlert
NOTARY PUBLIC

My Commission Expires: 8/1/02

STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 9th day of April, 200_, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Drummond, Trustee, and he/she acknowledged the aforegoing instrument to be his/her act and deed.

WITNESS my hand and Notarial Seal.

Jami M. Merrell
NOTARY PUBLIC

My Commission Expires: 4/1/04

JAMI M. MERRELL FREDERICK COUNTY MARYLAND NOTARY PUBLIC

Jami M. Merrell, Notary P... Frederick Coun... State of Mary... My Commission Expire...

STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 9th day of April, 200_, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard H. Ohnmacht, Trustee, and he/she did acknowledge the aforegoing instrument to be his/her act and deed.

WITNESS my hand and Notarial Seal.

Jami M. Merrell
NOTARY PUBLIC

JAMI M. MERRELL FREDERICK COUNTY MARYLAND NOTARY PUBLIC

Jami M. Merrell, Notary P... Frederick Coun... State of Maryla... My Commission Expires...

My Commission Expires: 4/1/04

STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 9th day of April, 2001, before me, the Subscriber a Notary Public of the State and County aforesaid, personally appeared C. Rose, the VP of Farmers and Mechanics National Bank, and he/she acknowledged the aforegoing instrument to be the act and deed of the Bank and that he/she is duly authorized to make this acknowledgement on behalf of the Bank.

WITNESS my hand and Notarial Seal.

Jami M. Merrell
NOTARY PUBLIC

My Commission Expires: 4/1/01

JAMI M. MERRELL
FREDERICK COUNTY MARYLAND
NOTARY PUBLIC

Jami M. Merrell, Notary Public
Frederick County
State of Maryland
My Commission Expires Apr 1 2004

This instrument has been prepared by David A. Severn, an attorney duly admitted to practice before the Court of Appeals of Maryland.

David A. Severn

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ___ day of _____, 200_, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, the _____ of Farmers and Mechanics National Bank, the Bank, and he/she acknowledged the aforegoing instrument to be the act and deed of the Bank and that he/she is duly authorized to make this acknowledgement on behalf of the Bank.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires:

This instrument has been prepared by David A. Severn, an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____
David A. Severn

MAY 15 2001

EXHIBIT A

Preliminary subdivision plan entitled, "Preliminary Plan INDUSTRIAL CENTER EAST", No. 93-HR5 prepared by Harris, Smariga & Associates, Inc., dated March 16, 2000.

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

BK2845PG1287

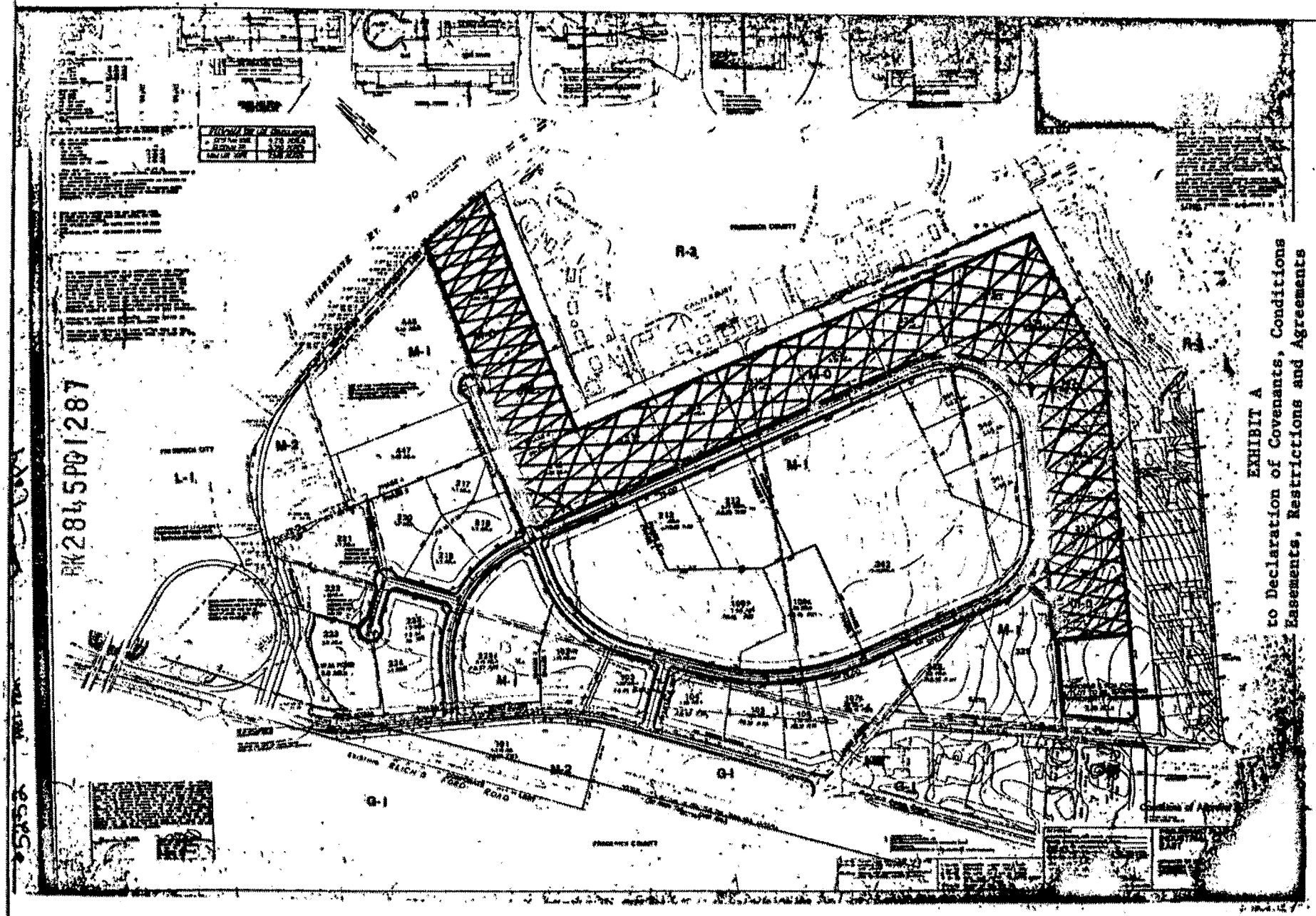


EXHIBIT A

to Declaration of Covenants, Conditions
Easements, Restrictions and Agreements

KEY

Area Re-Zoned from M-0 to M-1
containing 32.57 acres ± (the "Property")