

Parcel Identification Numbers: 04-00056433

Title Insurance: None

**COVENANTS
FOR FLOATING ZONE LOCAL MAP AMENDMENT**

DECLARATION OF COVENANTS

This Declaration of Covenants, made this ____ day of _____, 202__, by PDC LEXINGTON LLC, a Maryland limited liability company ("Owner"), owner of the property located at 11900 Parklawn Drive in Rockville, Montgomery County, Maryland, and described on Exhibit A attached hereto ("Property").

WITNESSETH:

WHEREAS, on July 30, 2024, Owner and/or those in privity with them ("Applicant"), filed Zoning Application H-154, requesting the reclassification of the Property from the EOF 0.75, H-100' zone to the ILF 1.0, H-55' Zone, in accordance with Section 59-7.2.1 of the 2014 Montgomery County Zoning Ordinance; and

WHEREAS, the Applicant submitted a Floating Zone Plan ("FZP") (Exhibit ____) and proposed covenant (Ex. ____) as part of the rezoning application pursuant to Zoning Ordinance §59-7.2.1.B.2.g.iv. for the purpose of limiting the use, building placement, and vehicular access to the Property; and

WHEREAS, Section 59-7.2.1 of the Zoning Ordinance requires that Zoning Application H-154 and the FZP (Exhibit ____) be submitted to the Montgomery County Council, sitting as the District Council ("Council"), for approval; and

WHEREAS, upon approval of the rezoning and the FZP by the Council, Section 59-7.2.1.F.3 of the Zoning Ordinance requires the submission and filing in the Land Records of Montgomery County, Maryland, of an executed covenant reflecting in specific language any restricted development standards, development program, or limitation on uses contained in the approved FZP.

NOW, THEREFORE, in consideration of the foregoing and in compliance with the Zoning Ordinance, the Owner on behalf of themselves, and their heirs, personal representatives, successors or assigns, hereby declare, covenant and agree, that so long as the Property remains in the ILF 1.0, H-55', the Property (and all its parts or subparts) shall be transferred, sold, conveyed and occupied subject to the conditions, covenants and restrictions set forth herein:

1. So long as the Property is zoned ILF 1.0, H-55', no development, construction or use will be started, erected or maintained on the Property that does not conform to the binding elements of the FZP (Exhibit ____), amended as may be authorized by law, ordinance or regulation. Further, the FZP contains the following binding restrictions and limitations by which the Owner shall be bound. All other elements will be governed by the provisions of the Montgomery County Code:

1. The use of the property will be limited to self-storage.
2. Vehicular access to the site will be limited to a single, consolidated access point from Parklawn Drive.
3. Any building on the property must have a minimum of 70% of the front building façade located within 35 feet of the property boundary.
4. Parking located between the building and the street is prohibited.

2. These Covenants will be recorded among the Land Records of Montgomery County, Maryland, immediately following the grant of the ILF 1.0, H-55' Zone for the Property.

Further, these Covenants shall run with the land; shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; shall inure to the benefit of each owner thereof and to Montgomery County, Maryland, so long as the Property is zoned ILF 1.0, H-55' and shall remain in effect until such time as the Property is rezoned or the restrictions on development are removed or are amended by action of the Council or other governmental body having jurisdiction, or are declared invalid by any court of competent jurisdiction, at which time the covenants and restrictions shall terminate and have no further force and effect. These Covenants shall not take effect until the Property is rezoned to the ILF 1.0, H-55', and the Council approves the FZP (Exhibit ____).

3. The binding elements contained in this Declaration of Covenants and in the FZP shall be enforceable by the Council pursuant to Section 59-7.2.1.J. of the Zoning Ordinance.

4. This Declaration of Covenants may be amended by the Owner or their successors or assigns to conform to any modification made by the Council in the binding elements contained in the FZP, or any amendment thereof.

5. This Declaration of Covenants may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Owner has set their hands and seals on the day and year written below.

PDC LEXINGTON LLC, a Maryland limited liability company

Witness:

By: _____

Name: _____

Title: Managing Member

Date: _____

STATE OF _____

COUNTY OF _____; to wit,

I hereby certify that on this ___ day of _____, 202___, before the subscriber, a Notary Public of the State of _____, and for the County of _____, personally appeared _____ of PDC Lexington LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that he/she, having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

Notary Public

My Commission expires: _____
[NOTARIAL SEAL]

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the foregoing instrument was prepared by me or under my supervision.


Elizabeth C. Rogers

Exhibit "A"

Property Description

LOT NUMBERED SIX (6) IN A SUBDIVISION KNOWN AS "NORTH BETHESDA INDUSTRIAL CENTER" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 89 AT PLAT 9530 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.