

THIS DECLARATION, made and entered into this 20th day of September, 1982, by CAPITAL HOMES, INC., a corporation organized and existing under the laws of the State of Maryland, hereinafter and in the Exhibits hereto sometimes called the "Declarant":

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in the County of Montgomery, State of Maryland, and more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Declarant is the owner of certain buildings and other improvements constructed upon the aforesaid premises, which property constitutes a "condominium" pursuant to Title 11, Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland (1981 Repl. Vol.), and it is the desire and intention of the Declarant to divide said property and the improvements thereon into condominium units and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, prior to the recordation hereof, the Declarant has filed for record in the Office of the Clerk of Court for the Circuit Court for Montgomery County, Maryland, a certain plat, hereinafter referred to as the "Condominium Plat", which Condominium Plat, consisting of five (5) sheets, is recorded in Condominium Plat Book 27, beginning at plat 2881; and

WHEREAS, the Declarant desires and intends, by the recordation of the Condominium Plat and this Declaration, to submit the property described on "EXHIBIT A" attached hereto, together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of Title 11, Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland (1981 Repl. Vol.) as a condominium; SEP-21-82 PAID \$ 5 53 CLK.CT.M.C. HSC-EDK 242.00

NOW, THEREFORE, the Declarant hereby declares that all of the property described on "EXHIBIT A" attached hereto, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of the condominium, attached hereto as "EXHIBIT B" and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominium units and common elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

1982 SEP 21 04 12: 54
CLERK'S OFFICE
MONTGOMERY COUNTY MD

LAW OFFICES
MILES & STOCKBRIDGE
142 HUMPHREYS COURT
ROCKVILLE, MD. 20850
3011 788-1600

CERTIFIED TRUE COPY
MILES & STOCKBRIDGE
BY *[Signature]*

ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and any and all exhibits hereto, shall have the following meanings:

(a) "The Act" or "the Condominium Act" means Title 11, Section 11-101 through and including Section 11-142 of the Real Property Article, Annotated Code of Maryland (1981 Repl. Vol.) and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration and which are not inconsistent with the provisions hereof.

(b) "Condominium" or "the condominium project" means the property subject to this Declaration.

(c) "Unit" or "condominium unit" means a three dimensional area, as hereinafter and on the Condominium Plat more particularly described and identified, and shall include all improvements and equipment contained within that area except those excluded in this Declaration.

(d) "Common elements" means both general common elements and limited common elements, as hereinafter and on the Condominium Plat more particularly described and identified, and shall include all of the condominium except the condominium units.

(e) "Unit owner" or "owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds legal title to a unit within the condominium; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a unit owner by reason only of such interest.

(f) "Council of Unit Owners" means all of the unit owners in association.

(g) "Common expenses and common profits" means, respectively, the expenses and profits of the Council of Unit Owners.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the By-Laws of the Council of Unit Owners or in Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland (1981 Repl. Vol.).

Section 3. Name. The name by which the condominium is to be identified is as follows:

"GREENCASTLE MANOR CONDOMINIUM NO. 2"

ARTICLE II

Section 1. Property Subject to Declaration. The property which is, and shall be, held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration and the provisions of the Condominium Act is located in the County of Montgomery, State of Maryland, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Condominium Plat. The Condominium Plat is incorporated herein and by this reference made a part of this Declaration.

ARTICLE III

Section 1. The Condominium Units. The general description and number of each condominium unit in the condominium, including its perimeters, approximate dimensions, approximate floor area, identifying number or letter, location and such other data as will be sufficient to locate and identify it with reasonable certainty, is set forth on the Condominium Plat. The condominium units include both the "townhouse units" and the "piggy-back units" as hereinafter in this Article III described.

Section 2. The "Townhouse Units". For all purposes of this Article III, the condominium units from time to time identified as such by the designation "TH" on "EXHIBIT C" attached hereto and by this and other reference made a part hereof shall be known as "townhouse units".

The lower boundary of any townhouse unit in the condominium is a horizontal plane (or planes), the elevation of which coincides with the elevation of the lower surface of the concrete subfloor (slab) thereof (to include the concrete subfloor and all finished flooring materials within the condominium unit), extended to intersect the lateral or perimetrical boundaries thereof. The upper surface of any townhouse unit in the condominium is a horizontal or inclined plane (or planes), the elevation of which coincides with the exposed upper surface of the roof thereof (to include all joists, trusses and roofing materials within the condominium unit), extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any townhouse unit in the condominium are vertical planes which coincide with the exposed exterior surfaces of the perimeter walls thereof (if they are not party walls) and, in the case of party walls, with the centerline thereof as shown on the Condominium Plat, extended to intersect the upper and lower boundaries of the condominium unit and to intersect the other lateral or perimetrical boundaries of the condominium unit so as to include (except in the case of party walls) the perimeter walls, doors and windows, trim and other appurtenances within the condominium unit.

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Section 3. The "Piggy-Back" Units. For all purposes of this Article III, the condominium units from time to time identified as such by the designation "PB" on "EXHIBIT C" attached hereto and by this and other reference made a part hereof shall be known as "piggy-back units".

The lower boundary of any piggy-back unit on the lower level of any of the buildings as aforesaid is a horizontal plane (or planes), the elevation of which coincides with the elevation of the lower surface of the concrete subfloor (slab) thereof (to include the concrete subfloor and all finished flooring materials within the condominium unit) extended to intersect the lateral or perimetrical boundaries thereof. The upper surface of any piggy-back unit on the lower level of any of the buildings numbered as aforesaid is a horizontal plane (or planes), the elevation of which coincides with the lower surface of the steel bar joists from which the exposed ceiling thereof is suspended (to include the suspended ceiling and the wire hat channels from which it is suspended within the condominium unit), extended to intersect the lateral or perimetrical boundaries of any piggy-back unit on the lower level of any of the buildings numbered as aforesaid are vertical planes which coincide with the exposed exterior surfaces of the perimeter walls thereof (if they are not party walls) and, in the case of party walls, with the centerline thereof as shown on the Condominium Plat, extended to intersect the upper and lower boundaries of the condominium unit and to intersect the other lateral or perimetrical boundaries of the condominium unit so as to include (except in the case of party walls) the perimeter walls, doors and windows, trim and other appurtenances within the condominium unit.

The lower boundary of any piggy-back unit on the upper level of any of the buildings numbered as aforesaid is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the steel bar joists which support the concrete subfloor thereof (to include the concrete subfloor and all finished flooring materials within the condominium unit), extended to intersect the lateral or perimetrical boundaries thereof. The upper surface of any piggy-back unit on the upper level of any of the buildings numbered as aforesaid is a horizontal plane (or planes), the elevation of which coincides with the upper surface of the roof thereof (to include all joists, trusses and roofing materials within the condominium unit), extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any piggy-back unit on the upper level of any of the buildings numbered as aforesaid are vertical planes which coincide with the exposed exterior surfaces of the perimeter walls thereof (if they are not party walls) and, in the case of party walls, with the centerline thereof as shown on the Condominium Plat, extended to intersect the upper and lower boundaries of the condominium unit and to intersect the other lateral or perimetrical boundaries of the condominium unit so as to include (except in the case of party walls) the perimeter walls, doors and windows, trim and other appurtenances within the condominium unit.

Section 4. Miscellaneous Provisions. In the event any condominium unit shall be constructed with windows which protrude beyond the confines of the lateral or perimetrical boundaries of said condominium unit as hereinabove described (such windows commonly known as "bay windows") or with fireplace structures or similar appurtenances which protrude beyond the confines of the lateral or perimetrical boundaries of the condominium unit as hereinabove described, then the lateral or perimetrical boundaries of that condominium unit shall be deemed to extend to include such protrusions or appurtenances and the area contained within such protrusions or appurtenances, and such protrusions or appurtenances and the area contained within such protrusions or appurtenances shall be considered as a part of that condominium unit and not as a part of the common elements.

Equipment and appurtenances located within any condominium unit and designed or installed to serve only that unit, including without limiting the generality of the foregoing, air-conditioning equipment, mechanical equipment, skylights, appliances, range hoods, non-bearing partition walls, lath, furring, wallboard, plaster or plasterboard, paneling, tile, wallpaper, paint, finished flooring materials, carpets, outlets electrical receptacles and outlets, fixtures, cabinets and the like, shall be considered a part of the condominium unit and not a part of the common elements. Equipment and appurtenances located outside the boundaries of any condominium unit and designed or installed to serve only one particular condominium unit, including without limiting the generality of the foregoing, fences, entrance stoops and steps, skylights, furnaces, air-conditioning equipment, compressors, ducts, chutes, flues, wires, conduits, pipes, hoses, tubing and the like shall be considered a part of the condominium unit which they are designated or designed to serve and shall not be considered a part of the common elements.

Section 5. Easements. Each condominium unit shall be subject to an easement to the owners of all of the other condominium units and to the Council of Unit Owners to and for reasonable access to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, utility lines and the like, and any other common elements located within or accessible only from any particular condominium unit, and for support.

ARTICLE IV

Section 1. Limited Common Elements. The limited common elements of the condominium are those common elements designated as such on the Condominium Plat and such other common elements as are agreed upon by all of the unit owners to be reserved for the exclusive use of one or more, but less than all of the unit owners. Any area designated on the Condominium Plat as a balcony, deck, terrace, patio, fenced area, open (yard) area, deck, courtyard, or the like, and designated on the Condominium Plat as a limited common element, are reserved for the exclusive use of the owner or owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat.

Section 2. General Common Elements. The general common elements are the real property described on "EXHIBIT A" and all of the condominium except the condominium units and the limited common elements.

Section 3. Covenant Against Partition. The common elements, both general and limited, shall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Condominium Act.

Section 4. Easements. The common elements of the condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the unit owners; provided, however, that any portion of the common elements designated as limited common elements are reserved for the exclusive use of the owner or owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat.

ARTICLE V

Section 1. The Condominium Units. Each condominium unit in the condominium shall have all of the incidents of real property.

Section 2. Undivided Percentage Interests in Common Elements. Each unit owner shall own an undivided percentage interest in the common elements of the condominium equal from time to time to a fraction, the numerator of which is always "1" and the denominator of which is the number of condominium units from time to time contained within the condominium, as more fully set forth, by way of example and not by way of limitation, on "EXHIBIT C" attached hereto and by this and other reference made a part hereof. The undivided percentage interests in the common elements shall have a permanent character and, except as specifically provided in the Condominium Act, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The undivided percentage interests in the common elements may not be separated from the condominium units to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the individual percentage interest in the common elements appertaining to such unit, whether or not such percentage interest is expressly described or mentioned.

Section 3. Percentage Interests in Common Elements and Common Profits. Each unit owner shall have a percentage interest in the common expenses and common profits of the condominium equal from time to time to a fraction, the numerator of which is always "1" and the denominator of which is the number of condominium units from time to time contained within the condominium, as more fully set forth, by way of example and not by way of limitation, on "EXHIBIT C" attached hereto and by this and other reference made a part hereof. The percentage interests in the common expenses and common profits shall have a permanent character and, except as specifically provided in the Condominium Act, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The percentage interests in the common expenses and common profits may not be separated from the condominium units to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the percentage interest in the common expenses and common profits appertaining to such unit, whether or not such percentage interest is expressly described or mentioned.

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301.782-1800

Section 4. Voting Rights. At any meeting of the Council of Unit Owners, each unit owner shall be entitled to cast one vote on each question which comes before the meeting.

ARTICLE VI

Section 1. Expansion - Addition of Subsequent Phases. Pursuant to the provisions of Section 11-120 of the Condominium Act, and subject to the limitations and requirements herein and therein set forth, the Declarant shall have the absolute right, to be exercised prior to ten (10) years from the date of recording of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, and or all of the land described on "EXHIBIT A-2" attached hereto and by this and other reference made a part hereof, together with any or all of the improvements heretofore or hereafter constructed thereon, as delineated, in general terms, on the Condominium Plat. Each such expansion or annexation shall be accomplished by the recordation among the Land Records for Montgomery County, Maryland of an amendment to this Declaration and the Condominium Plat as required by the provisions of Section 11-120 of the Condominium Act.

Section 2. Reallocation of Percentage Interests. Upon the recordation of any amendment to this Declaration and to the Condominium Plat, as in this Article VI contemplated, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits of the condominium equal from time to time to a fraction the numerator of which is always "1" and the denominator of which is the number of units from time to time contained within the condominium, as more fully set forth, by way of example and not by way of limitation, on "EXHIBIT C" attached hereto and by this and other reference made a part hereof. Upon the recordation of each such amendment to this Declaration and each such amendment to the Condominium Plat, the undivided percentage interests in the common elements, common expenses and common profits of the condominium shall, without further act required on the part of any party, be automatically reallocated in accordance with the provisions of this Section. Any deed for any condominium unit in the condominium shall be delivered subject to a conditional limitation that the percentage interests appurtenant to the condominium unit shall be automatically reallocated, pro tanto, upon the recordation of each such amendment.

Section 3. Order of Expansion - Maximum Number of Units. Pursuant to the provisions of Section 11-120 of the Condominium Act, and subject to the limitations and requirements herein and therein set forth, the rights herein reserved to the Declarant to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, such other parcels of the land (with improvements) described on "EXHIBIT A-2" attached hereto and by this and other reference made a part hereof, as more fully provided for in this Article VI, may be exercised in any order or sequence and in such increments and with such configurations and areas as the Declarant may from time to time consider appropriate.

The maximum number of condominium units to be contained in the condominium described in this Declaration is set forth as follows:

- (a) Phase 1 of the condominium (Building 26) contains 9 condominium units.

(b) The remaining phases of the condominium shall contain, in the aggregate, not more than an additional 167 condominium units.

Section 4. Interpretation. Whenever in this Declaration or in any of the Exhibits hereto any reference is made to "EXHIBIT A", such reference shall mean "EXHIBIT A" as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article. Whenever in this Declaration or in any of the Exhibits hereto any reference is made to "EXHIBIT C", such reference shall mean "EXHIBIT C" as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article. Whenever in this Declaration or in any of the Exhibits hereto any reference is made to the Condominium Plat, such reference shall mean the Condominium Plat referred to in the recitals hereof as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article.

ARTICLE VII

Section 1. Encroachments. In the event any portion of the common elements encroaches upon any condominium unit, or in the event any condominium unit encroaches upon any other condominium unit or any common element, as a result of settlement, shifting, or the duly authorized construction or repair of any building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

In the event any portion of the condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed as authorized in the By-Laws of the Council of Unit Owners and the Condominium Act, the encroachment of any portion of the common elements upon any condominium unit or any portion of the common elements due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building stands.

For all purposes incident to the interpretation of deeds, the Condominium Plat and all other instruments of title relating to any condominium unit in the condominium project, the existing physical boundaries of any condominium unit constructed or reconstructed in substantial conformity with the Declaration and the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any condominium unit.

Section 2. Easement to Declarant. There is hereby reserved unto the Declarant, and to those successors and assigns of the Declarant to whom such rights are granted by the Declarant, and to their respective agents, contractors, employees and invitees, a non-exclusive easement and right-of-way over all of the common elements of the condominium for purposes of ingress, egress and regress to and from public streets, for vehicular parking and for the storage of building supplies and materials and equipment and, without limitation, for any and all purposes reasonable related to the construction, rehabilitation, renovation, repair, management, promotion, marketing and sale of the condominium and the condominium units.

ARTICLE VIII

Section 1. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council of Unit Owners, the owner of any condominium unit shall, at his own expense, maintain both the interior and exterior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances (including, without limitation, any balcony, terrace, fenced area, courtyard, open (yard) area, fence, front stoop or steps, leadwalks, patio or the like appurtenant to such condominium unit and designated herein or in the Declaration or the Condominium Plat as a limited common element reserved for exclusive use by the owner of that particular condominium unit, and including all mechanical equipment and appurtenances located outside such unit which are designed, designated or installed to serve only that unit), in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, replace any plumbing and electrical fixtures, water heaters, fireplaces, planums, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and other equipment that may be in or declared to be appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

Section 2. Windows and Doors. The owner of any condominium unit shall, at his own expense, clean and maintain both the interior and exterior surfaces of all windows of such condominium unit and shall, at his own expense, clean and maintain both the interior and exterior surfaces of all entry doors of the condominium unit, including the interior and exterior surfaces of any door leading to any terrace, fenced area, courtyard, patio or the like appurtenant to such condominium unit and designated herein or in the Declaration or the Condominium Plat as a limited common element reserved for the exclusive use of the owner of that particular condominium unit. Notwithstanding the provisions of this Section, the Board of Directors to the Council of Unit Owners may elect by duly adopted resolution to clean the exterior surfaces of all windows in the condominium at common expense in accordance with a schedule to be determined by the Board of Directors.

Section 3. Access at Reasonable Times. The Council of Unit Owners shall have an irrevocable right and an easement to enter condominium units for the purpose of making repairs to the common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Council of Unit Owners shall make a reasonable effort to give notice to the owner of any condominium unit to be entered for the purpose of such repairs. No entry by the Council of Unit Owners for any of the purposes specified in this Section may be considered a trespass and the Council of Unit Owners is held harmless for any action it may take, in good faith, in reliance upon the provisions of this Section.

Section 4. Easement for Utilities and Related Purposes. The Council of Unit Owners is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and rights-of-way over the general common elements for sewer lines, water lines, electrical cables, telephone cables, CATV cables, gas lines, storm drains, overhead or underground conduits and such other purposes related to the provision of public utilities and the like to the condominium as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements for the preservation of the health, safety, convenience and welfare of the owners of the condominium units or the Declarant; provided, however, that any such grant is approved by the affirmative vote of unit owners representing at least sixty-seven percent (67%) of the total votes of the unit owners and is made with the express written consent of the mortgagees of record of those condominium units as to which unit owners vote affirmatively.

ARTICLE IX

Section 1. Amendment. To the extent permitted by law, and except as otherwise provided in the Condominium Act, and in this Declaration, this Declaration may be amended only with the written consent of all of the unit owners and the holders of all mortgages on the condominium units in the condominium. Any such amendment shall be effective only upon the recordation of a Declaration of Amendment among the Land Records for Montgomery County, Maryland.

Section 2. Termination and Waiver. To the extent permitted by law, the condominium regime established by the recordation of this Declaration and the Condominium Plat may be terminated by Deed of Termination executed by all of the unit owners and, in a manner to indicate their consent to such termination, by all persons with recorded encumbrances, including judgment lienors, on the condominium units then in the condominium, all in the manner provided in the Condominium Act. Any such termination shall be effective only upon the recordation of a Deed of Termination among the Land Records for Montgomery County, Maryland.

Section 3. Consents. To the extent permitted by law, and any other provision of this Declaration to the contrary notwithstanding, neither the unit owners, the Board of Directors nor the Council of Unit Owners shall take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on the condominium units:

(a) abandon or terminate the condominium except for abandonment or termination provided in the Condominium Act in the case of substantial damage or destruction of the condominium by fire or other casualty or in the case of a taking by condemnation or eminent domain; or

(b) modify or amend any material provision of the Declaration or the By-Laws, including, but without limitation, any amendment which would change the percentage interests of the unit owners in the common elements of the condominium, the percentage interests of the unit owners in the common expenses and common profits of the condominium or the voting rights of the unit owners; or

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(c) modify the method of determining the collecting of common expense assessments or other assessments as provided in the ByLaws; or

(d) partition, subdivide, transfer or otherwise dispose of any of the common elements of the condominium project; or

(e) resolve to use the proceeds of casualty insurance for any purpose other than the repair or restoration of the condominium.

Section 4. Certain Elections. The provisions of Section 11-111 of the Condominium Act are not applicable to the condominium. The provisions of Section 11-113 of the Condominium Act are not applicable to the condominium.

ARTICLE X

Section 1. Expansion - Rights of Administrator of Veterans Affairs - Veterans Administration. So long as any mortgage secured on any condominium unit in the condominium is guaranteed by the Administrator of Veterans Affairs, the rights reserved to the Declarant in Article VI of this Declaration may be exercised only in accordance with a plan for the total development of the condominium approved by the Administrator of Veterans Affairs. Improvements constructed upon the parcels of land described in Article VI of this Declaration shall be consistent, as to quality of construction, with the improvements constructed upon the land and premises described on "EXHIBIT A" attached hereto.

ARTICLE XI

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of a condominium. Enforcement of these covenants and restrictions and of the By-Laws attached hereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any condominium unit to enforce any lien; and the failure or forbearance by the Council of Unit Owners or the owner of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Assignment by Declarant. Any or all of the easements, rights-of-way, reservations, powers, rights and the like reserved or granted in this Declaration to the Declarant may be assigned or transferred by the Declarant, either exclusively or non-exclusively, by an instrument or instruments in writing, executed and acknowledged by the Declarant, and recorded among the Land Records for Montgomery County, Maryland. For all purposes of this Declaration, the party or parties named in any such instrument or instruments shall have an enjoy all of the easements, rights-of-way, reservations, powers and rights of the Declarant therein described.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 4. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the said CAPITAL HOMES, INC., a corporation organized and existing under the laws of the State of Maryland, has caused these presents to be executed in its corporate name by DOUGLAS W. MacLEOD, its Vice President, attested by WYNETTA M. KELLY, its (Assistant) Secretary, and its corporate seal to be hereunto affixed; and does hereby constitute and appoint the officer first above named as its true and lawful attorney-in-fact to acknowledge and deliver these presents in its name and on its behalf, all as of the year and day first above written.

CAPITAL HOMES, INC.

By: Douglas W Macleod
Douglas W. MacLeod, Vice President

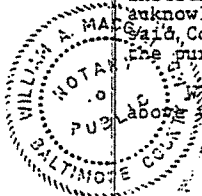


Wynetta M. Kelly (Asst.) Secretary

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 20 day of SEPTEMBER, 1982, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction DOUGLAS W. MacLEOD, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument on behalf of CAPITAL HOMES, INC., a corporation organized and existing under the laws of the State of Maryland, and by virtue of the authority vested in him by said instrument, and otherwise having the authority so to do, acknowledged the foregoing instrument to be the act and deed of said Corporation and acknowledged that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.



William A Macleod
Notary Public

My Commission expires: July 1, 1986.

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Pursuant to the provisions and requirements of Section 11-102.1 of the Condominium Act, I hereby affirm, under penalty of perjury, that the notice requirements of Section 11-102.1 of the Condominium Act, if applicable, have been fulfilled.

CAPITAL HOMES, INC.

By: *Douglas W. MacLeod*
Douglas W. MacLeod, (Vice)
President

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

Barry M. Fitzpatrick
Barry M. Fitzpatrick



PARCEL IDENTIFIER RIDER - MONTGOMERY COUNTY ONLY

Pursuant to the provisions of Section 3-501 of Subtitle 5, Real Property Article, Annotated Code of Maryland (1981 Repl. Vol.), the following information is declared by the party of the first part hereto, the owner of the land and premises described on "EXHIBIT A" hereof, to be contained within this instrument:

- (a) The address of the party of the first part:
6500 Rockspring Drive - Suite 200
Bethesda, Maryland 20817
- (b) The address of the party of the second part:
None
- (c) The name of any title insurer insuring this instrument or otherwise involved in the transaction in which this instrument is relevant:
None
- (d) The street address of the land and premises described in this instrument, if any.
None (not yet assigned)
- (e) The parcel identifier:
Part of 5-1-2010157

LAW OFFICES
MILES & STOCKBRIDGE
142 HUNGERFORD COURT
ROCKVILLE, MD. 20850
(301) 763-1600

LIBER 5932 FOLIO 265

"EXHIBIT A"

Phase 1 - Greencastle Manor Condominium No. 2

5th Election District
Montgomery County, Maryland

BEING a parcel of land hereinafter described in, through, over and across Parcel "B", as shown on a plat of subdivision entitled "Parcel 'B', Greencastle Woods" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 115 as Plat No. 13675.

BEGINNING for the said strip or parcel of land at a point on the southeasterly or 164.16 foot arc right-of-way line of Robey Road, as shown on the aforesaid plat of subdivision, 56.98 feet from the beginning thereof, running thence with and along the said southeasterly right-of-way line of said Robey Road

1. 107.18 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing and distance of North 04° 34' 00" East 87.81 feet to a point at the end thereof, said point being the beginning of the southeasterly or North 56° 44' 00" East 87.04 foot right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said southeasterly right-of-way line of said Robey Road
2. North 56° 44' 00" East 87.04 feet to a point at the end thereof, said point being the beginning of the southeasterly or 216.38 foot arc right-of-way line of said Robey Road, running thence with and along the said southeasterly right-of-way line of said Robey Road
3. 108.00 feet along the arc of a curve deflecting to the left, having a radius of 855.00 feet and a chord bearing and distance of North 53° 06' 53" East 107.93 feet to a point; thence leaving the said southeasterly right-of-way of said Robey Road and running in, through, over and across said Parcel "B"
4. South 16° 19' 50" East 101.94 feet to a point, thence
5. South 06° 34' 00" West 154.77 feet to a point, thence
6. South 41° 11' 20" West 54.14 feet to a point, thence
7. 54.71 feet along the arc of a curve deflecting to the left, having a radius of 128.00 feet and a chord bearing and distance of North 61° 03' 20" West 54.29 feet to a point, thence
8. North 73° 18' 00" West 20.22 feet to a point, thence
9. 87.34 feet along the arc of a curve deflecting to the right, having a radius of 125.00 feet and a chord bearing and distance of North 53° 17' 00" West 85.57 feet to a point, thence
10. North 33° 16' 00" West 10.80 feet to a point of beginning; CONTAINING 35,293 square feet or 0.8102 of an acre of land, all per description prepared by Clark, Finefrock & Sackett, Engineers and Surveyors, Silver Spring, Maryland, dated September 14, 1982.

"EXHIBIT A-2"

5TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

BEING a parcel of land hereinafter described in, through, over and across part of "Parcel 'B', Greencastle Woods" recorded among the Land Records of Montgomery County, Maryland in Plat Book 115 as Plat No. 13675 and all of "Parcel 'C', Greencastle Woods" recorded among the aforesaid Land Records in Plat Book 119 at Plat Book 119 at Plat No. 14013.

BEGINNING for the said strip or parcel of land at a point on the southeasterly or 164.16 foot arc right-of-way line of Robey Road, as shown on the aforesaid plat of subdivision recorded in Plat Book 115 as Plat No. 13675, 56.98 feet from the beginning thereof, thence leaving the said right-of-way line of said Robey Road and running in, through, over and across said Parcel "B" the following seven (7) courses and distances numbered (1), (2), (3), (4), (5), (6) and (7) to wit:

- (1) South 33° 16' 00" East 10.80 feet to a point, thence
- (2) 87.34 feet along the arc of a curve deflecting to the left, having a radius of 125.00 feet and a chord bearing and distance of South 53° 17' 00" East 85.57 feet to a point, thence
- (3) South 73° 18' 00" West 20.22 feet to a point, thence
- (4) 54.71 feet along the arc of a curve deflecting to the right, having a radius of 128.00 feet and a chord bearing and distance of South 61° 03' 20" East 54.29 feet to a point, thence
- (5) North 41° 11' 20" East 54.14 feet to a point, thence
- (6) North 06° 34' 00" East 154.77 feet to a point, thence
- (7) North 16° 19' 50" West 101.94 feet to a point on the southeasterly or 216.38 foot arc right-of-way line of said Robey Road, 108.00 feet from the beginning thereof, running thence with and along the said right-of-way line of said Robey Road
- (8) 108.38 feet along the arc of a curve deflecting to the left, having a radius of 855.00 feet and a chord bearing and distance of North 45° 51' 52" East 108.31 feet to a point at the end thereof, said point being the beginning of the southeasterly or North 42° 14' 00" East 195.15 foot right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said right-of-way line of said Robey Road
- (9) North 42° 14' 00" East 195.15 feet to a point at the end thereof, said point being the beginning of the southeasterly or 131.37 foot arc right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said right-of-way line of said Robey Road

- (10) 131.37 feet along the arc of a curve deflecting to the right, having a radius of 195.00 feet and a chord bearing and distance of North 61° 32' 00" East 128.90 feet to a point at the end thereof, said point being the beginning of the southeasterly or North 80° 50' 00" East 124.90 foot right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said right-of-way line of said Robey Road
- (11) North 80° 50' 00" East 124.90 feet to a point at the end thereof, said point being the beginning of the South 09° 10' 00" East 742.84 foot parcel line of said Parcel "B", as shown on the aforesaid plat of subdivision, thence leaving the said right-of-way line of said Robey Road and running with and along the said parcel line of said Parcel "B"
- (12) South 09° 10' 00" East 742.84 feet to a point at the end thereof, said point being the beginning of South 01° 51' 20" East 150.39 foot parcel line of said Parcel "C", as shown on the aforesaid plat of subdivision recorded in Plat Book 119 as Plat No. 14013, running thence with and along the said parcel line of said Parcel "C"
- (13) South 01° 51' 20" East 150.39 feet to a point, said point being the beginning of the South 05° 18' 11" East 456.91 foot line of said Parcel "C", as shown on the aforesaid plat of subdivision, running thence with and along the said parcel line of said Parcel "C"
- (14) South 05° 18' 11" East 456.91 feet to a point at the end thereof, said point being the beginning of the South 76° 19' 20" West 55.26 foot parcel line of said Parcel "C", as shown on the aforesaid plat of subdivision, running thence with and along the said parcel line of said Parcel "C"
- (15) South 76° 19' 20" West 55.26 feet to a point at the end thereof, said point being the beginning of the South 26° 55' 40" East 66.44 foot parcel line of said Parcel "C", as shown on the aforesaid plat of subdivision, running thence with and along the said parcel line of said Parcel "C"
- (16) South 26° 55' 40" East 66.44 feet to a point at the end thereof, said point being the beginning of the South 31° 32' 34" West 56.67 foot parcel line of said Parcel "C", as shown on the aforesaid plat of subdivision, running thence with and along the said parcel line of said Parcel "C"
- (17) South 31° 32' 34" West 56.67 feet to a point at the end thereof, said point being the beginning of the North 78° 57' 50" West 551.80 foot parcel line of said Parcel "C", as shown on the aforesaid plat of subdivision, running thence with and along the said parcel line of said Parcel "C"

- (18) North 78° 57' 50" West 551.80 feet to a point at the end thereof, said point being the beginning of the North 51° 01' 20" West 423.36 foot parcel line of said Parcel "C", as shown on the aforesaid plat of subdivision, running thence with and along the said parcel line of said Parcel "C"
- (19) North 51° 01' 20" West 423.36 feet to a point at the end thereof, said point being the beginning of the North 51° 13' 40" West 202.34 foot parcel line of said Parcel "C", as shown on the said plat of subdivision, running thence with and along said parcel line
- (20) North 51° 13' 40" West 202.34 feet to a point at the end thereof, said point being the beginning of the North 52° 10' 40" West 281.82 foot parcel line of said Parcel "C", as shown on the aforesaid plat of subdivision, running thence with and along the said parcel line of said Parcel "C"
- (21) North 52° 10' 40" West 281.82 feet to a point at the end thereof, said point being the end of the southeasterly or South 54° 38' 00" West 178.10 foot right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said right-of-way line of said Robey Road, reversely
- (22) North 54° 38' 00" East 178.10 feet to a point at the beginning thereof, said point being the end of the 58.03 foot arc right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said right-of-way line of said Robey Road reversely
- (23) 58.03 feet along the arc of a curve deflecting to the right, having a radius of 1050.00 feet and a chord bearing and distance of North 56° 13' 00" East 58.02 feet to a point at the beginning thereof, said point being the end of the southeasterly or South 57° 48' 00" West 76.35 foot right-of-way of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said right-of-way line of said Robey Road, reversely
- (24) North 57° 48' 00" East 76.35 feet to a point at the beginning thereof, said point being the end of the southeasterly or 36.06 foot arc right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said right-of-way line of said Robey Road, reversely
- (25) 36.06 feet along the arc of a curve deflecting to the left, having a radius of 5759.58 feet and a chord bearing and distance of North 57° 37' 16" East 36.06 feet to a point at the beginning thereof, said point being the end of the southeasterly or 71.15 foot arc right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision recorded in Plat Book 115 as Plat No. 13675, running thence with and along the said right-of-way line of said Robey Road, reversely

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- (26) 71.15 feet along the arc of a curve deflecting to the left, having a radius of 5759.58 feet and a chord bearing and distance of North 57° 05' 16" East 71.15 feet to a point at the beginning thereof, said point being the end of the southeasterly or South 56° 44' 00" West 114.22 foot right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said right-of-way line of said Robey Road, reversely
- (27) North 56° 44' 00" East 114.22 feet to a point at the beginning thereof, said point being the beginning of the southeasterly or 32.52 foot arc right-of-way line of said Robey Road, as shown on the aforesaid plat of subdivision, running thence with and along the said right-of-way line of said Robey Road
- (28) 32.52 feet along the arc of a curve deflecting to the right, having a radius of 25.00 feet and a chord bearing and distance of South 86° 00' 00" East 30.28 feet to a point at the end thereof, said point being the beginning of the aforesaid southeasterly or 164.16 foot arc right-of-way line of said Robey Road, running thence with and along the said right-of-way line of said Robey Road
- (29) 56.98 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing and distance of South 81° 22' 45" East 53.95 feet to the point of beginning; containing 1,030,260 square feet or 23.6515 acres of land, per description prepared by Clark, Finefrock & Sackett, Engineers and Surveyors, Silver Spring, Maryland, dated September 16, 1982.