

**SIERRA LANDING CONDOMINIUM
GOVERNING DOCUMENTS**



The State of Maryland
Executive Department

OFFICE OF THE SECRETARY OF STATE

ORDER OF REGISTRATION

WHEREAS The Maryland Condominium Act provides for the registration of condominiums in this State; and

WHEREAS BALBEC CORPORATION has submitted an application and required application fee for the registration of a condominium known as:

SIERRA LANDING CONDOMINIUM, and

WHEREAS said application has been reviewed and found to be complete and acceptable for registration under Chapter 246 of the Laws of Maryland 1981.

NOW THEREFORE BE IT ORDERED that the condominium known as:

SIERRA LANDING CONDOMINIUM (259 Units)

is hereby registered with the Secretary of State of Maryland.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused to be affixed the Seal of the Secretary of State at Annapolis, Maryland

this 22 nd day of April 19 83

Rossie M. Shahan
Secretary of State



COVER SHEET

APPLICATION FOR THE REGISTRATION OF A CONDOMINIUM IN THE STATE OF MARYLAND

Type or clearly print all information.

Section 1.

Balbec Corporation

Name of Developer, or Owner, or General Partner

40 Randall Avenue

Street Address

Freeport, N.Y. 11520

City or Town, and Zip Code

516-223-8833

Area Code and Telephone No.

Kenneth B. Tecler

Name of person to be contacted regarding the application

301-279-9500

Area Code and Telephone No. of contact person

Section 2.

Date on which the property was first subjected to a condominium regime by recording among the land records of the county where the property is located, a declaration, bylaws, and condominium plat:

N/A

Date Recorded

County Where Recorded

Section 3.

Sierra Landing

Name of Condominium

11500 Amherst Avenue

Street Address

Silver Spring, MD 20902

City or Town and Zip Code

Montgomery

County(ies) in which Condominium is located

ATTACHMENT A

Section 4.

Does the developer reserve the right to expand the condominium to include additional units in the future, (check one)

YES X NO

If yes, what is the total number of units which may be developed.

Number 259

Section 5.

259 Units are hereby submitted (Number) for registration, consisting of (check one)

New Construction Existing Structure(s) X Combination

Section 6.

Kenneth B. Tecler

Name of Resident Agent

200 A Monroe Street

Street Address

Rockville, MD 20850

City or Town and Zip Code

301-279-9500

Area Code and Telephone No.

TO BE COMPLETED BY THE OFFICE OF THE SECRETARY OF STATE

Date Received \$ Fee Received

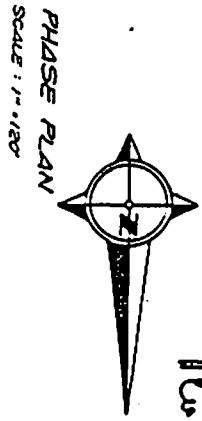
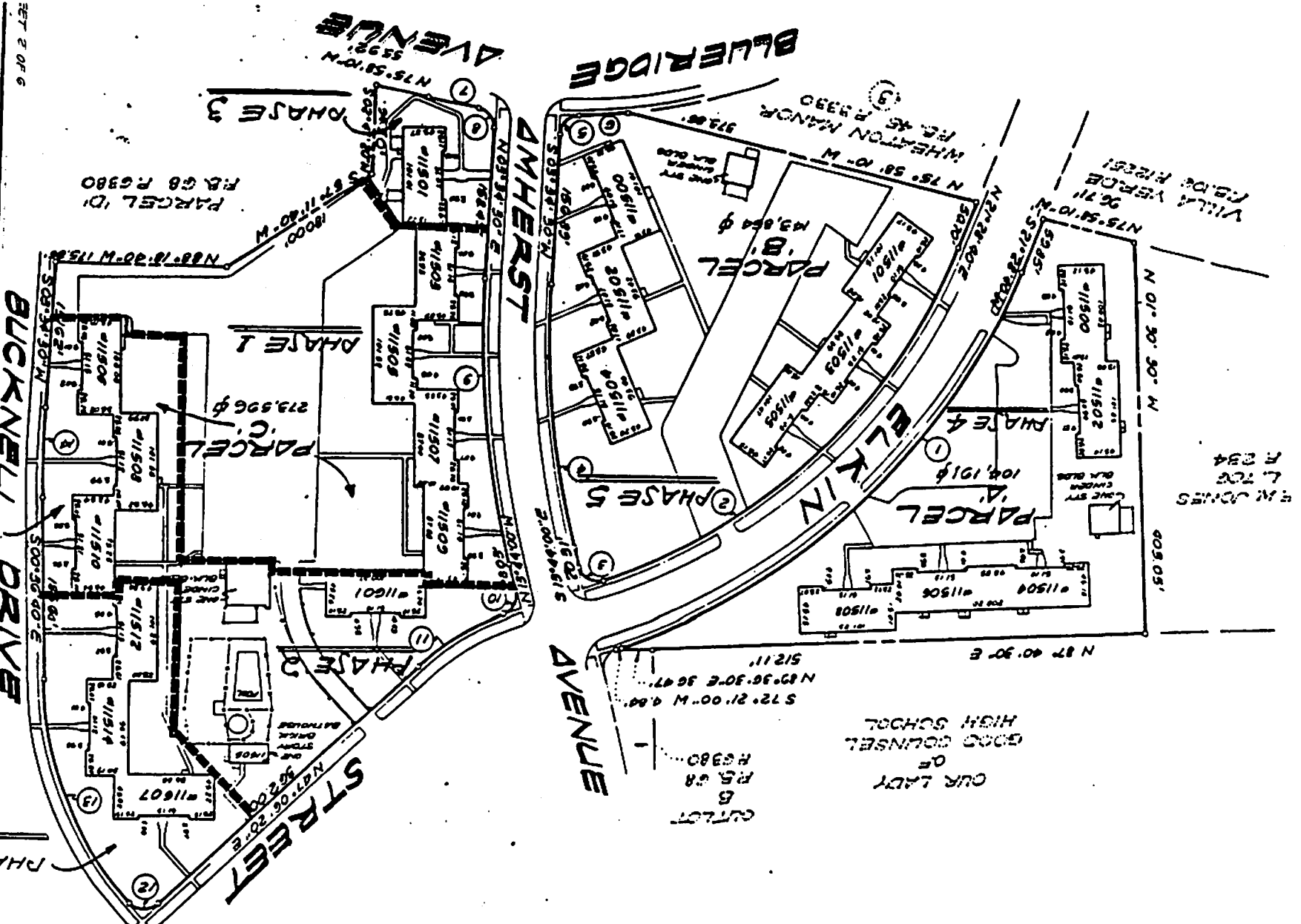
Date Receipt Acknowledged

Date Registration Order Issued

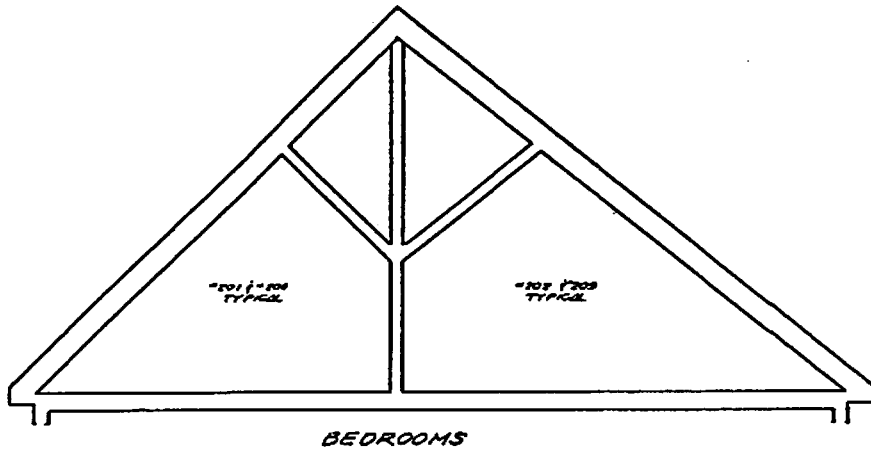
Date Order Rejecting Registration Issued

REV 2 OF 6

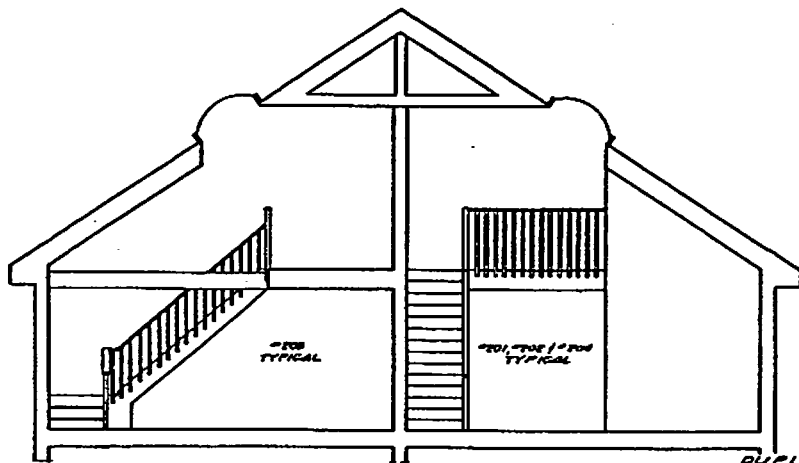
PARCELS	ARC	DELTA	CHORD	BEARING
55000	50045	50°32'30"	571.26	S 86°54'50" W
55000	52551	88°35'15"	828.89	N 88°46'47" E
55000	52881	98°17'05"	23.30	S 60°04'33" E
55000	27641	17°18'30"	275.36	S 05°04'15" E
55000	30028	86°00'04"	37.28	S 86°34'52" W
55000	5128	04°48'03"	53.28	S 87°15'17" W
55000	5248	84°27'12"	26.26	N 84°36'08" W
55000	53158	17°17'30"	296.49	N 05°04'43" W
55000	2514	84°02'40"	26.78	N 28°17'20" E
55000	10930	29°12'20"	104.58	N 65°23'35" E
55000	5172	20°00'00"	24.28	S 79°53'40" E
55000	25418	83°17'00"	24.27	N 83°17'00" E



PHASE PLAN



BEDROOMS

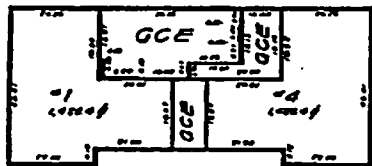


LIVING ROOMS

DUPLEX - TYPICAL SECTIONS
 FLAT OF CONDOMINIUM SUBDIVISION
SIERRA LANDING CONDOMINIUM
 15TH ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1"=8'

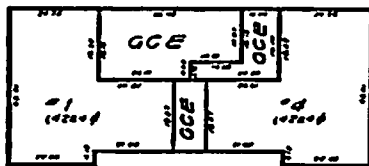


JOHN J. ALLEN ASSOCIATES, INC.
 CIVIL ENGINEERS, LAND PLANNERS, SURVEYORS
 4424 MONTGOMERY AVENUE, SUITE 300
 BETHESDA, MARYLAND 20814-3330



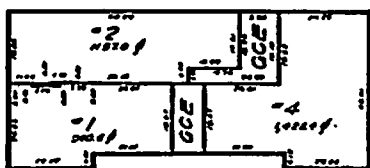
GROUND LEVEL

#1100 ELAIN FLOOR 4267 CEILING 4210



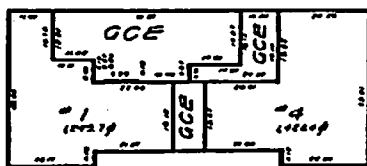
GROUND LEVEL

#1102 ELAIN FLOOR 4301 CEILING 425.00



GROUND LEVEL

#1106 ELAIN FLOOR 4328 CEILING 4272
#1108 ELAIN FLOOR 4353 CEILING 4253



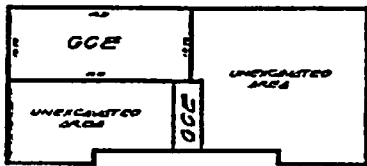
GROUND LEVEL

#1108 ELAIN FLOOR 4321 CEILING 4200

PLAT OF CONDOMINIUM SUBDIVISION
SIERRA LANDING CONDOMINIUM
 15TH ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE 1" = 40'

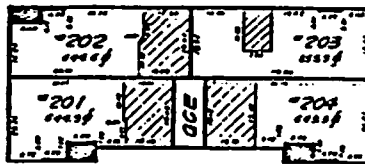


JOHN J. ALLEN ASSOCIATES, INC.
 CIVIL ENGINEERS-LAND PLANNERS-SURVEYORS
 6600 MONTGOMERY AVENUE SUITE 300
 BETHESDA, MARYLAND 20814 301-424-7530



BASEMENT

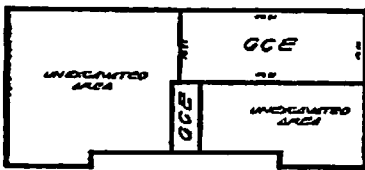
11508 ANNCRST
11501 CLUM
11503 CLUM



DUPLEX LEVEL

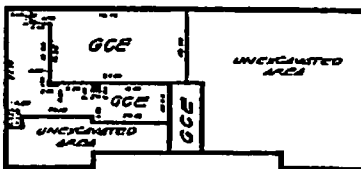
11501 ANNCRST FLOOR #1219 CEILING HIGH #1219 LOW #1219
11502 ANNCRST FLOOR #1218 CEILING HIGH #1218 LOW #1218
11503 ANNCRST FLOOR #1217 CEILING HIGH #1217 LOW #1217

PROPOSED CONSTRUCTION



BASEMENT

11500 ANNCRST
11504 ANNCRST
11505 ANNCRST
11506 ANNCRST
11512 BURNELL
11514 BURNELL



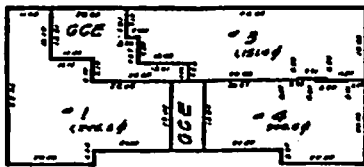
BASEMENT

11503 ANNCRST

PLAT OF CONDOMINIUM SUBDIVISION
SIERRA LANDING CONDOMINIUM
13TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE 1" = 40'
FEBRUARY, 1988

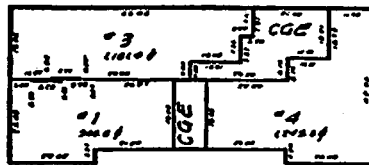


JOHN J. ALLEN ASSOCIATES, INC.
CIVIL ENGINEERS AND PLANNERS - SURVEYORS
4124 MONTGOMERY AVENUE, SUITE 303
BETHESDA, MARYLAND 20814 301-654-2330



GROUND LEVEL

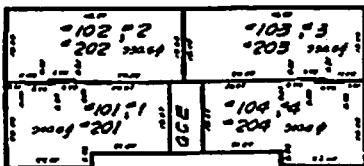
1507 ANNEXIST FLOOR #16 CEILING #241
 1509 ANNEXIST FLOOR #16 CEILING #230
 1508 BUCKNELL FLOOR #15 CEILING #219



GROUND LEVEL

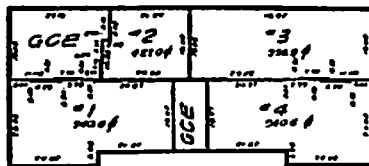
1501 ANNEXIST FLOOR #16 CEILING #260
 1503 BUCKNELL FLOOR #16 CEILING #250
 1505 BUCKNELL FLOOR #16 CEILING #240
 1507 ELAIN FLOOR #16 CEILING #230
 1509 ELAIN FLOOR #16 CEILING #220

* PROPOSED CONSTRUCTION



GROUND, FIRST
 SECOND LEVEL

1100 ANNEXIST	1ST FLR #210	CL #210	1102 BUCKNELL	2ND FLR #210	CL #210
1100 ANNEXIST	2ND FLR #210	CL #210	1102 BUCKNELL	1ST FLR #210	CL #210
1102 ANNEXIST	1ST FLR #210	CL #210	1104 BUCKNELL	2ND FLR #210	CL #210
1102 ANNEXIST	2ND FLR #210	CL #210	1104 BUCKNELL	1ST FLR #210	CL #210
1104 ANNEXIST	1ST FLR #210	CL #210	1106 ELAIN	2ND FLR #210	CL #210
1104 ANNEXIST	2ND FLR #210	CL #210	1106 ELAIN	1ST FLR #210	CL #210
1106 ANNEXIST	1ST FLR #210	CL #210	1108 ELAIN	2ND FLR #210	CL #210
1106 ANNEXIST	2ND FLR #210	CL #210	1108 ELAIN	1ST FLR #210	CL #210
1108 ANNEXIST	1ST FLR #210	CL #210	1110 ELAIN	2ND FLR #210	CL #210
1108 ANNEXIST	2ND FLR #210	CL #210	1110 ELAIN	1ST FLR #210	CL #210
1110 ANNEXIST	1ST FLR #210	CL #210	1112 ELAIN	2ND FLR #210	CL #210
1110 ANNEXIST	2ND FLR #210	CL #210	1112 ELAIN	1ST FLR #210	CL #210
1112 ANNEXIST	1ST FLR #210	CL #210	1114 ELAIN	2ND FLR #210	CL #210
1112 ANNEXIST	2ND FLR #210	CL #210	1114 ELAIN	1ST FLR #210	CL #210
1114 ANNEXIST	1ST FLR #210	CL #210	1116 ELAIN	2ND FLR #210	CL #210
1114 ANNEXIST	2ND FLR #210	CL #210	1116 ELAIN	1ST FLR #210	CL #210
1116 ANNEXIST	1ST FLR #210	CL #210	1118 ELAIN	2ND FLR #210	CL #210
1116 ANNEXIST	2ND FLR #210	CL #210	1118 ELAIN	1ST FLR #210	CL #210
1118 ANNEXIST	1ST FLR #210	CL #210	1120 ELAIN	2ND FLR #210	CL #210
1118 ANNEXIST	2ND FLR #210	CL #210	1120 ELAIN	1ST FLR #210	CL #210
1120 ANNEXIST	1ST FLR #210	CL #210	1122 ELAIN	2ND FLR #210	CL #210
1120 ANNEXIST	2ND FLR #210	CL #210	1122 ELAIN	1ST FLR #210	CL #210



GROUND LEVEL

1500 ANNEXIST FLOOR #230 CEILING #280

FLAT OF CONDOMINIUM SUBDIVISION
SIERRA LANDING CONDOMINIUM
 13TH ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE 1" = 40'
 FEBRUARY, 1989

JOHN J ALLEN ASSOCIATES INC.
 CIVIL ENGINEERS, LAND PLANNERS, SURVEYORS
 4224 MONTGOMERY AVENUE
 BETHESDA, MARYLAND 20814 301-657-9550

ATTACHMENT B
PART 1

OFFICE OF THE SECRETARY OF STATE
APPLICATION FOR THE REGISTRATION
OF A CONDOMINIUM IN THE STATE
OF MARYLAND

Public Offering Statement

For: SIERRA LANDING
Name of Condominium

Part 1. Sales Contract

Insert this sheet immediately before a copy of the actual or proposed Contract of Sale which is to be used. If more than one contract format is to be used, include a copy of each.

Applicant's comments, if any:

AGREEMENT OF SALE - SIERRA LANDING CONDOMINIUM

ORAL REPRESENTATIONS NOT TO BE RELIED UPON

THIS AGREEMENT, made this _____ day of _____, 19___, by and between
SIERRA LANDING CONDOMINIUM, hereinafter sometimes called the "Seller," and _____

(Purchaser),
hereinafter sometimes called the "Purchaser."

In consideration of the mutual covenants hereinafter set forth and other good and valuable considerations, it is agreed as follows:

1. Purchase Price-Other Financial Requirements. The Seller agrees to sell, and the Purchaser agrees to purchase, in fee simple, premises located in Silver Spring, Montgomery County, Maryland, known or to be known as Condominium Unit No. _____, (Model Type): _____, in "SIERRA LANDING CONDOMINIUM," with a street address of _____, Silver Spring, Maryland 20902, together with an undivided percentage interest in the common elements of the condominium project in accordance with the proportion to be established in the Declaration for the condominium project (including all optional items listed below), all for the total purchase price of \$ _____

payable as follows:

- | | |
|--|----------|
| (a) Total deposit to be made at signing of this Agreement | \$ _____ |
| (b) Mortgage loan proceeds, if any | \$ _____ |
| (c) Balance to be paid by Purchaser in cash or by certified check at time of settlement hereinafter provided | \$ _____ |
| TOTAL PURCHASE PRICE | \$ _____ |

(d) The Purchaser is to place a first deed of trust secured on the premises of _____ Dollars \$ _____) bearing interest at the rate of _____ percent per annum or at the prevailing rate at the time of closing, payable within a period of _____ years, payable \$ _____ or in such amount as may be necessitated by virtue of an increase in interest rate as aforesaid, per month, including principal and interest, but not including taxes and insurance, and shall make application for the first deed of trust within five days of the execution of this Agreement, with such lending agencies or institutions as shall meet with the approval of Seller; the full proceeds of such first trust shall be applied toward payment of the aforesaid purchase price at settlement. The entire deposit shall be held by Seller until settlement hereunder is made or until the deposit is forfeited or refunded pursuant to the terms hereof.

2. Application of Deposit. The Seller agrees that all monies received on account of the purchase price of the condominium unit shall be placed in an escrow account with a depository, the accounts of which are insured by an agent of the United States of America segregated from all other funds of the Seller and further agrees that, except in the event of a default hereunder by the Purchaser, the Seller shall not be entitled to receive any portion of the aforesaid purchase price until the granting of a deed to Purchaser. In the event that the Purchaser is a veteran and is placing a Veteran Administration guaranteed loan, the deposit shall be held by the Seller and placed in a special trust account as required by 38 U.S.C. 1806.

3. Mortgage Loan. (THIS PARAGRAPH IS APPLICABLE IN THE EVENT PURCHASE-MONEY FINANCING IS CONTEMPLATED.) Within five (5) days following any request so to do by the Seller or the Agent hereinafter named, the Purchaser shall make diligent, complete and truthful application to a lending institution designated by the Seller, and shall, without delay, furnish to such lending institution such information and other materials as may be required by such lending institution such information and other materials as may be required by said lending institution in connection with the Purchaser's application for a mortgage loan in the principal amount recited in Paragraph 1(b) of this Agreement. In the event that the principal amount of the mortgage loan aforesaid exceeds seventy-five percent (75%) of the total purchase price hereinabove provided for, then the Purchaser agrees to pay at settlement an initial mortgage insurance premium of not more than 1% of the principal amount of the mortgage loan aforesaid and further agrees to pay annual mortgage insurance premiums as they thereafter accrue. In the event that, for any reason other than the failure of the Purchaser to make diligent, complete and truthful application for the mortgage loan aforesaid as required by the provisions of this Paragraph 3, the Purchaser is unable to obtain a written commitment for the mortgage loan aforesaid at least 45 days following the request of the Seller or the Agent to the Purchaser to make application for the same, then either party, by delivery of notice in writing to the other, shall have the option to terminate this Agreement, whereupon the deposit hereinabove provided for shall be returned to the Purchaser and all rights and liabilities of the parties hereunder shall forthwith terminate or, by prompt written advice to the Seller, the Purchaser may elect to perform this Agreement without the benefit of such mortgage loan. In no event shall the Seller have any obligation or liability to the Purchaser hereunder on account of the failure or refusal of any lending institution to make such loan for any reason whatsoever. The Purchaser hereby authorizes the Seller to disclose to any lending institution any credit information provided to the Seller by the Purchaser.

4. Purpose--Primary Residence. (DELETE THIS PARAGRAPH IF INAPPLICABLE.) The Purchaser hereby warrants that the condominium unit which is the subject matter of this Agreement is being acquired by the Purchaser as the primary year-round residence of the Purchaser. This representation is to be considered a material part of the Agreement.

5. VA-Guaranteed Mortgage Loan. (THIS PARAGRAPH IS APPLICABLE IN THE EVENT THE PURCHASER CONTEMPLATES AN APPLICATION FOR A MORTGAGE LOAN TO BE GUARANTEED BY THE VA PURSUANT TO THE PROVISIONS OF 38 U.S.C. 1810 AS AMENDED.) In the event the Purchaser is a veteran and is placing a Veterans Administration-guaranteed loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise, or be obligated to complete the purchase of the premises described herein, if the contract purchase price or cost exceeds the reasonable value of the premises established by the Veterans Administration and the lending institution. In the event the Certificate of Reasonable Value is less than the amount of the purchase price hereinabove provided for, the Purchaser shall have the privilege and option for five (5) days after receipt of the Veterans Administration appraisal to proceed with the consummation of this Agreement without regard to the amount of reasonable value established by the Veterans Administration. The Purchaser acknowledges receipt of a copy of an MCRV relating to the premises which are the subject matter of this Agreement. If this paragraph is applicable, this Agreement is contingent upon the approval of the condominium unit and the Purchaser by the Veterans Administration and the lending institution. If the aforesaid approval is not obtained, it is expressly agreed that the Purchaser shall be refunded his deposit and this Agreement shall be null and void. The Seller warrants that the premises which are the subject matter of this Agreement shall be completed in substantial conformity with the Veterans Administration approved plans and specifications. The Seller reserves the right to make such changes or substitutions in construction as may be required, authorized or approved by the Veterans Administration.

6. FHA-Insured Mortgage Loan (THIS PARAGRAPH IS APPLICABLE IN THE EVENT THE PURCHASER CONTEMPLATES AN APPLICATION FOR A MORTGAGE LOAN TO BE INSURED BY THE FHA PURSUANT TO SECTION 234 OF THE NATIONAL HOUSING ACT, AS AMENDED). It is contemplated that the mortgage loan provided for in Paragraph 3 of this Agreement is to be insured by the FHA pursuant to Section 234 of the National Housing Act, as amended (the "ACT"). The FHA estimate of value of the condominium unit which is the subject matter of this Agreement of Sale is \$ _____, exclusive of closing costs. It is understood and agreed that the Purchaser's credit is subject to approval by the FHA and that, in the event the FHA determines that the Purchaser does not meet its credit

requirements for participation in this condominium project, or in the event the Purchaser is otherwise unable to obtain a commitment for FHA insurance of the mortgage loan contemplated in Paragraph 3 of this Agreement, then either of the parties to this Agreement, by delivery of notice in writing to the other, shall have the option to rescind this Agreement, whereupon any deposits received by the Seller from the Purchaser on account of the purchase price aforesaid shall be returned to the Purchaser and all further rights and liabilities of the parties to this Agreement shall forthwith terminate.

7. Construction. The Seller agrees to complete construction of the condominium unit in a manner substantially similar as to workmanship, materials, type of construction and interior finish as the Seller's "model" for the type identified above, which "model" has been thoroughly inspected by the Purchaser. The Seller reserves the unconditional right to substitute substantially equivalent materials for any of those displayed in the Seller's "model" and to make such modifications and substitution in the construction as may be required by appropriate municipal or other governmental authorities, or by any construction lender, or as may be reasonably required on account of shortage or the unavailability of materials or equipment, or by reason of peculiar engineering or construction requirements or topography, or as may be reasonably necessary to fulfill the design intent of the Seller.

Grades, areas, elevations, dimensions and the location of walks, stairs, plantings and other landscape features, and other interior and exterior features of the premises which are the subject matter of this Agreement may not precisely conform to those displayed in any "model" unit maintained by the Seller. All dimensions or illustrations exhibited to the Purchaser on any promotional or other materials provided to the Purchaser by the Seller are approximate only. Certain furniture, furnishings, wall and floor coverings, light fixtures, landscaping and other decorative features and the like, as displayed in or about any "model" unit, are for display purposes only and are not considered a part of the premises for the purposes of this Agreement.

8. Receipts and Ratification of Certain Documents by Purchaser -- Public Offering Statement -- Right to Rescind. The Purchaser hereby specifically acknowledges that, prior to or in no event later than the date of the execution of this Agreement, the Seller delivered to the Purchaser a complete counterpart of the Public Offering Statement for the condominium project pursuant to the provisions and requirements of Section 11-126 of Title II, Real Property Article, Annotated Code of Maryland (1982 Repl.). The Purchaser specifically acknowledges that the Seller has not used the Public Offering Statement for any promotional purpose nor has the Seller advertised or represented to

the Purchaser that the Secretary of State of the State of Maryland has approved or recommended the condominium project or any of the documents contained in the Public Offering Statement.

The Purchaser has a right to receive the Public Offering Statement. For a period of fifteen (15) days following the date of execution hereof by the Purchaser, the Purchaser shall have the unqualified right to rescind this Agreement by notice in writing to the Seller. In the event the Seller shall make any amendment to the Public Offering Statement, then a copy of such amendment shall be delivered to the Purchaser and, for a period of five (5) days following receipt of any such amendment by the Purchaser, the Purchaser shall have the unqualified right to rescind this Agreement by notice in writing to the Seller. In the event the Purchaser elects to rescind this Agreement as provided for in this Paragraph, then the Purchaser shall be entitled to the prompt return of any deposit made on account hereof, and all rights and liabilities of the parties hereunder shall forthwith terminate. Any right of the Purchaser to rescind this Agreement pursuant to this Paragraph or otherwise, shall terminate at closing hereunder.

In the event the Purchaser elects to rescind this Agreement as provided for in this paragraph, then the Purchaser shall return his copy of the Public Offering Statement hereinabove referred to at the time such election is made.

9. Plan and Purpose. The Purchaser acknowledges receiving and reading the Declaration, By Laws and Articles of Incorporation relating to the condominium, whether now recorded or recorded subsequent to the date hereof, and agrees to pay and acknowledges his continuing liability to pay, when assessed by the Council of Unit Owners a share of the expenses of maintaining and operating the common elements of the condominium project in accordance with the proportion established in the Declaration. The estimated condominium fee is \$ _____ per month.

In addition to any costs incident to the closing hereunder, the Purchaser agrees to pay at settlement two months estimated condominium fee as a non-refundable contribution to the working capital and reserves of the Council of Unit Owners, such contribution to be in addition to, and not in lieu of, common expense assessments levied by the Council of Unit Owners as they thereafter regularly accrue.

10. Title. The condominium unit is sold free of encumbrance except as aforesaid. Title is to be good, merchantable and insurable at regular rates, subject, however, to easements, rights-of-way, covenants, conditions and restrictions of record or to be recorded prior to settlement hereunder, including, but not necessarily limited to,

those appropriate to the establishment of a condominium regime for the condominium project; otherwise, at the option of the Purchaser exercised by notice in writing to the Seller, all sums deposited by the Purchaser pursuant to this Agreement shall be returned to the Purchaser and all rights and liabilities of the parties hereunder shall forthwith terminate. In no event shall the Seller be liable for any damages for defects in title. Seller agrees to execute or cause the execution of a good and sufficient special warranty deed.

11. Closing. The Purchaser hereby authorizes the Seller to make the appropriate and necessary arrangements for the examination of title for the condominium unit and the preparation of all necessary conveyancing documents and closing with the law firm of Chen, Walsh & Tecler, 200 A Monroe Street, Rockville, Maryland 20850, or at such other place as the Seller may designate by notice in writing to the Purchaser. The Seller agrees to pay at closing for the cost of title examination, fees for the preparation of all documents of conveyancing and all mortgage instruments, settlement fees, notary fees, recording fees to the Clerk of Court, State and local transfer taxes, documentary taxes and the fees for mortgagee's title insurance, if required by the permanent lender. The Purchaser agrees to pay at closing all other charges incident thereto, including, without limitation, mortgage insurance premiums, loan discounts and placement fees, any other charges required to be collected by the permanent lender, fees for owner's title insurance (if the Purchaser elects to purchase such insurance) and other charges in the nature of prepaid expenses, escrows for taxes and the like. THE PURCHASER IS INVITED AND ENCOURAGED TO HAVE COUNSEL OF HIS OWN SELECTION ATTEND SETTLEMENT AT HIS OWN EXPENSE.

Notwithstanding any other provisions of this Agreement to the contrary, notice is hereby given as follows: THE PURCHASER SHALL HAVE THE RIGHT TO MAKE THE APPROPRIATE AND NECESSARY ARRANGEMENTS FOR THE EXAMINATION OF TITLE TO THE PREMISES AND FOR THE PREPARATION AND SETTLEMENT OF ALL NECESSARY CONVEYANCING AND FINANCING DOCUMENTS BY THE TITLE COMPANY OR ATTORNEYS OF HIS OWN SELECTION AND AT HIS OWN EXPENSE. In the event the Purchaser decides to make such a selection, then he shall do so by notice in writing to the Seller within ten (10) days following the date of this Agreement and any such notice shall contain the full name and current mailing address of the title company or attorney selected by the Purchaser.

Within seven (7) days after the Seller has notified the Purchaser of the date for the completion of the condominium unit and that the Seller will be prepared to tender title and possession of the condominium unit on a day certain, and provided that construction of the condominium unit is substantially completed by that date, the Seller and

Purchaser are required and agree to make full settlement in accordance with the terms hereof at the time and place specified by the Seller. In the event the Purchaser shall fail to make full settlement or shall otherwise default in any payment or obligation called for in this Agreement, then, at the option of the Seller, and as the sole and exclusive remedy of the Seller, this Agreement shall become void and of no effect and any amount paid toward the purchase price may be retained by the Seller as liquidated damages and not as a penalty. Deposit to the account of the Seller of the aforesaid purchase price, the deed of conveyance for execution, and such other papers as are required of either party by the terms of this Agreement, shall be considered good and sufficient tender of performance of the terms hereof.

In the event that the Seller does not notify the Purchaser that it is prepared to tender title and possession of the condominium unit within twelve (12) months from the date hereof, then the Purchaser, by delivery of notice in writing to the Seller, shall have the option to rescind this Agreement, whereupon any amounts paid by the Purchaser to the Seller pursuant to the terms hereof shall be promptly returned by the Seller and all rights and liabilities of the parties hereunder shall cease and terminate. Any delay caused by the act or default of the Purchaser, or any delay caused by strike or other labor dispute, the unavailability of materials, supplies or labor, the exercise of police power or other governmental intervention, or other delays beyond the control of the Seller, shall extend the time for completion of construction hereinabove referred to for the period of such delay. The Purchaser hereby acknowledges that any information given to the Purchaser by any representative, employee or agent of the Seller with respect to anticipated dates for the commencement of construction or the delivery of title and possession of the condominium unit is not to be considered a material part of this Agreement or a material representation or warranty by the Seller.

Prior to the date appointed herein for settlement, the Purchaser, at the request of the Seller or the Agent hereinafter named, shall inspect the condominium unit which is the subject matter of this Agreement and list all noted defects or incomplete items of construction on a "Pre-Settlement Inspection List" or other inspection report form prepared by the Seller. The completed "Pre-Settlement Inspection List" or other inspection report form shall then be signed by both the Seller and the Purchaser and the Seller agrees to exercise its best reasonable efforts to correct or complete as many of the items listed on such "Pre-Settlement Inspection List" or other inspection report form prior to the date appointed for settlement hereunder. No portion of the purchase price provided for in this Agreement shall be required to be held in escrow in the event that any of the items noted on the "Pre-Settlement Inspection List" or other inspection

report form are not corrected or completed by the Seller by the date of settlement hereunder; provided, however, that nothing contained in this paragraph shall be deemed to relieve the Seller of its responsibility to complete or correct all such items.

12. Adjustments. Taxes and assessments for common expenses for the condominium are to be adjusted to the date of closing. Taxes, general and special, are to be adjusted according to the Certificate issued by the Division of Revenue for Montgomery County, Maryland, except that assessments for improvements completed prior to the date of this Agreement, if any, whether assessment therefor has been levied or not, shall be paid by the Seller or allowance made therefor at the time of closing. Annual benefit charges and other similar charges of the WSSC shall be adjusted to the date of closing and thereafter assumed by the Purchaser. Prepaid insurance premiums with respect to casualty and other insurance policies in force with respect to the condominium project on the date of settlement are to be adjusted to the date of settlement and the Purchaser shall reimburse the Seller at settlement for a pro rata portion of any such insurance premiums.

13. Limited Warranties. In addition to any warranties to which the Purchaser is entitled pursuant to the provisions of the Maryland Condominium Act, but in lieu of all other warranties, express or implied, the Seller agrees to deliver to the Purchaser at settlement, and the Purchaser agrees to execute at settlement, a Limited Warranty Agreement in the form included as an Exhibit in the Property Report. The warranties therein provided for shall survive the delivery of the deed and shall be subject, in all respects, to the provisions of the Limited Warranty Agreement.

The Limited Warranty Agreement does not apply to items of personal property including, without limitation, appliances and any other personal property included within the premises which are the subject matter of this Agreement and transferred by the Seller to the Purchaser with the real property. Warranties on appliances, personal property, equipment and fixtures within the premises which are the subject matter of this Agreement and which are or may be defined as "consumer products" pursuant to 15 U.S.C. Section 2301, et seq., are limited, both as to scope and duration, to the limits of the manufacturers' warranties.

THE WARRANTIES HEREIN MADE AND SET FORTH IN THE LIMITED WARRANTY AGREEMENT SHOULD BE CONSIDERED AS "LIMITED WARRANTIES" BOTH AS TO SCOPE AND DURATION.

14. Assignment -- Recordation. This Agreement is personal to the Purchaser and the rights of the Purchaser hereunder are not assignable without the prior consent in

writing of the Seller. The foregoing shall not, however, be construed as a prohibition against assignment by the Seller. This Agreement shall not be recorded among the Land Records for Montgomery County, Maryland without the prior consent in writing of the Seller.

15. Risk of Loss. The risk of loss or damage to the premises by fire or other casualty is assumed by the Seller until the date of closing.

16. Subordination. Prior to the date of closing hereunder, the rights and interests of the Purchaser hereunder shall be subordinate in all respects to the lien of any mortgage or deed of trust heretofore or hereafter made in connection with the renovation or development of the condominium project and to any and all advances made on account of the same. The Purchaser agrees to execute such further assurances as may from time to time be required by the Seller.

17. Safety -- Trespass. As a consideration for public safety, and for reasons related to the insurance requirements of the Seller, the Purchaser shall not, except with the prior written consent of the Seller or in the company of a duly authorized representative, employee or agent of the Seller, trespass upon the site of the condominium project during the period necessary for the renovation of the premises which are the subject matter of this Agreement and any violation of this provision may, at the election of the Seller, be considered a material breach of this Agreement and, in such event and as the sole and exclusive remedy of the Seller, the Seller may declare this Agreement void and of no effect and any amount paid towards the purchase price may be retained by the Seller as liquidated damages and not as a penalty.

18. Decorating. Furniture, wallcoverings, furnishings or the like as shown in or about any model Apartment are for display purposes only and are not represented to be exactly as shown. Purchaser will cooperate with Seller in facilitating the Seller's proposed work program as set forth in the Property Report. Items in the nature of "custom finishing" decorating or the like and/or any deviations from the present condition of the condominium shall be the sole responsibility of Purchaser and shall be performed only after the closing and possession by Purchaser and in accordance with the requirements of the Declaration and By Laws.

19. MASTER PLAN. THE PURCHASER ACKNOWLEDGES THAT HE HAS BEEN ADVISED OF THE EXISTENCE OF THE APPLICABLE MASTER PLAN AND THE WEDGES AND CORRIDOR GENERAL PLAN FOR THE BI-COUNTY REGION INCLUDING MAPS SHOWING PLANNED LAND USES, ROADS AND HIGHWAYS, AND

THE LOCATION AND NATURE OF PROPOSED PARKS AND OTHER PUBLIC FACILITIES AFFECTING THE SIERRA LANDING CONDOMINIUM PRIOR TO EXECUTION OF THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT HE HAS REVIEWED SAID APPLICABLE PLANS PRIOR TO EXECUTING THIS AGREEMENT OR DOES HEREBY WAIVE ANY RIGHT TO DO SO. THE PURCHASER ALSO ACKNOWLEDGES THAT THE SELLER HAS ADVISED PURCHASER OF THE RELATIVE LOCATION OF ANY AIRPORT OR HELIPORT EXISTING WITHIN A FIVE-MILE RADIUS OF THE PROPERTY. THE PURCHASER ACKNOWLEDGES THAT HE IS AWARE THAT THE APPLICABLE MASTER PLAN OR GENERAL PLAN FOR MONTGOMERY COUNTY IS AVAILABLE AT THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION AND AT THE SELLER'S SALES OFFICE AND THAT AT NO TIME DID AN AGENT OF SELLER EXPLAIN TO PURCHASER THE INTENT OR MEANING OF SUCH A PLAN NOR DID PURCHASER RELY ON ANY REPRESENTATIONS MADE BY AN AGENT OF THE SELLER PERTAINING TO THE APPLICABLE MASTER PLAN OR GENERAL PLAN.

20. Presale Contingency. This Agreement may in the sole option of Seller, be declared null and void if Seller shall not have entered into binding contracts for the sale of not less than _____ (___) Condominium Units on or before _____, 1983. Seller may exercise this option by giving notice on or before the aforesaid date to the Purchaser as provided in this Agreement and tendering to Purchaser refund of his deposit in full. Seller shall thereafter, upon repayment of Purchaser's deposit plus any accrued interest, be relieved of all further liability hereunder.

21. Certain Required Disclosures -- Insulation. Pursuant to the provisions and requirements of Section 460.16 of 16 C.F.R., Part 460, the Seller hereby advises the Purchaser that certain portions of the premises are to be insulated in accordance with the schedule set forth on an Addendum attached hereto and incorporated herein by this reference, and with a resulting thermal resistance of "R-value," according to the manufacturers of the insulating materials, as set forth on such Addendum.

22. Sewage Disposal. The Purchaser specifically acknowledges that, prior to the execution of this Agreement, the Seller or the Agent hereinafter named advises the Purchaser that the premises which are the subject matter of this Agreement are connected to a community sewage system. Purchaser acknowledges that, prior to entering into this Agreement, Seller or his Agent provided the above information, as known to Seller or Agent.

23. Time of Essence -- Merger -- Notice. Time is of the essence of each of the provisions of this Agreement of which time is an element. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement

which expresses the entire agreement of the parties and not representations, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be altered, enlarged, modified or changed except by instrument in writing executed by all of the parties hereto. Whenever by the terms of this Agreement any notice is required to be given, notice shall be conclusively considered given and received when deposited in the United States mail, postage prepaid, to any of the parties at the address set out herein. The designation of any such address may be changed by any of the parties by notice to all of the other parties.

24. Agency. The Seller agrees to pay to Agent, a commission as separately agreed between them. The Seller recognizes the Agent hereinafter identified (the "Agent") as its agent in connection with this Agreement of Sale and Purchaser acknowledges and agrees that said Agreement of Sale was procured through the services and agency of the Agent. The Purchaser further acknowledges and agrees that he understands that, while the Agent may have advised and consulted with the Seller, its architects and its contractors concerning the design, construction and development of the premises which are the subject matter of this Agreement, the Agent does not accept, nor will the Purchaser attempt in any manner to charge the Agent with any liability or responsibility whatsoever for said design, or the construction or development of the premises which are the subject matter of this Agreement, or any defaults in performance by the Seller, the architects or any contractor.

25. Miscellaneous. The laws of the State of Maryland shall govern the interpretation, validity and construction of the terms and conditions of this Agreement. The parties to this Agreement mutually agree that it shall be binding upon them, their and each of their respective heirs, personal representatives, successors and assigns. The captions of this Agreement are for the convenience of the parties and shall not be considered a material part hereof. This Agreement may be executed in counterparts, each of which when so executed, may be considered an original.

26. Occupancy Prior to Closing. In the event the Seller consents to allow the Purchaser to occupy the premises which are the subject matter of this Agreement prior to closing hereunder, then the Purchaser shall execute the Seller's standard Occupancy Agreement and shall continue to be subject to each and every one of the terms and provisions of this Agreement of Sale as if possession and occupancy had not been delivered to the Purchaser.

This Agreement is subject to Addenda # _____, attached hereto and made a part of this Agreement.

Witness _____

Purchaser (SEAL)

Witness _____

Purchaser (SEAL)

Address _____ Phone No. _____

By: _____
Agent

By: _____
Seller

ATTACHMENT B
PART 2

OFFICE OF THE SECRETARY OF STATE
APPLICATION FOR THE REGISTRATION
OF A CONDOMINIUM IN THE STATE
OF MARYLAND

Public Offering Statement

Part 2. Declaration and Bylaws

Insert this sheet immediately before a copy of the actual or proposed declaration, bylaws, and rules and regulations.

Applicant's comments, if any:

THIS DECLARATION, made and entered into this _____ day of _____, 1983, by SIERRA LANDING MUTUAL HOUSING CORPORATION, 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 apartment 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 _____ sheets, is recorded in Condominium Plat Book _____, beginning at plat _____; 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:

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 insure 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.

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 described and identified, and shall include all improvements 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 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 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:

SIERRA LANDING CONDOMINIUM

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, floor area, identifying number or letter, location and such other data as may be sufficient to identify it with reasonable certainty, is set forth on the Condominium Plat.

The lower boundary of any condominium unit in the condominium is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the unfinished subfloor thereof (to include finished flooring materials within the condominium unit), extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any condominium unit in the condominium is a horizontal plane (or planes) the elevation of which coincides with the unexposed upper surface of the ceiling dry-wall or plaster and lath thereof (as the circumstances may require), to include such ceiling dry-wall or plaster and lath within such condominium unit, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any condominium unit situate on the highest floor of any building in the condominium, however, and the upper boundary of any condominium unit with a so-called "loft", is an inclined plane (or planes), the elevation of which coincides with the lower surface of the ceiling joists or trusses thereof, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any condominium unit in the condominium are vertical planes which coincide with the unexposed surfaces of the perimeter dry-wall or plaster and lath thereof (as the circumstances may require), to include the perimeter dry-wall or plaster and lath, fireplaces, plenums, windows and doors thereof within the condominium unit, extended to intersect the upper and lower boundaries of the condominium unit.

In a condominium unit with a so-called "loft", the knee walls delineated by dashed lines on the Condominium Plat are not intended to represent the lateral or perimetrical boundaries of that condominium unit and the area enclosed by the knee wall, the lateral or perimetrical boundaries of that condominium unit and the upper and lower boundaries of that condominium unit shall be considered as a part of that condominium unit and not as a part of the common elements, whether or not accessible.

In the event any condominium unit shall be constructed with items which protrude beyond the confines of the lateral or perimetrical boundaries of said condominium unit as hereinabove described 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 the area contained within such protrusions or appurtenances, and such areas 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, 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 2. Easements. Each condominium unit shall be subject to an easement to the owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, wires and wire outlets, utility lines and the like, and any other common element 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 areas 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 Interest in Common Elements. Each unit owner shall own an undivided percentage interest in the common elements of the condominium as set forth on "EXHIBIT C" attached hereto and by this and other reference made a part hereof, as from time to time amended. The undivided percentage interest in the common elements shall have a permanent character and except as specifically provided in the Condominium Act and in Article VI of this Declaration, 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 condominium unit, whether or not such percentage interest is expressly described or mentioned.

Section 3. Percentage Interest in Common Expenses and Common Profits. Each unit owner shall have a percentage interest in the common expenses and common profits of the condominium as set forth on "EXHIBIT C" attached hereto and by this and other reference made a part hereof, as from time to time amended. The percentage interest in the common expenses and common profits shall have a permanent character and except as specifically provided in the Condominium Act and in Article VI of this Declaration, 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 interests in the common expenses and common profits appertaining to such condominium unit, whether or not such percentage interest is expressly described or mentioned.

Section 4. Voting Rights. At any meeting of the Council of Unit Owners each unit owner shall be entitled to cast the number of votes on each question to come before the meeting which are appurtenant to his condominium unit as set forth in "EXHIBIT C" attached hereto and made a part hereof.

ARTICLE VI

Section 1. Expansion - Addition of Subsequent Phases - Phase 2. 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 the 31st day of December, 1990, 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, the land described on "EXHIBIT A-1", together with the improvements heretofore or hereafter constructed thereon, as delineated, in general terms, on the Condominium Plat. Any 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.

Upon the recordation of such Amendment to this Declaration and such Amendment to the Condominium Plat, the undivided percentage interest 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 "EXHIBIT C" attached hereto and made a part of this Declaration. Any deed for any condominium unit in the condominium shall be delivered subject to a conditional limitation that the percentage interest appurtenant to such condominium unit shall be automatically reallocated pro tanto upon the recordation of such Amendments.

Section 2. Expansion - Addition to Subsequent Phases - Phase 3. 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 the 31st day of December, 1990, 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, the land described on "EXHIBIT A-2", together with the improvements heretofore or hereafter constructed thereon as delineated, in general terms, on the Condominium Plat. Any 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.

Upon the recordation of such Amendment to this Declaration and such Amendment to the Condominium Plat, the undivided percentage interest 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 "EXHIBIT C-2" attached hereto and made a part of this Declaration. Any deed for any condominium unit in the condominium shall be delivered subject to a conditional limitation that the percentage interest appurtenant to such condominium unit shall be automatically reallocated pro tanto upon the recordation of such Amendments.

Section 3. Expansion - Addition of Subsequent Phases - Phase 4. 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 the 31st day of December, 1990, 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, the land described on "EXHIBIT A-3", together with the improvements heretofore or hereafter constructed thereon, as delineated, in general terms, on the Condominium Plat. Any 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.

Upon the recordation of such Amendment to this Declaration and such Amendment to the Condominium Plat, the undivided percentage interest 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 "EXHIBIT C-3" attached hereto

and made a part of this Declaration. Any deed for any condominium unit in the condominium shall be delivered subject to a conditional limitation that the percentage interest appurtenant to such condominium unit shall be automatically reallocated pro tanto upon the recordation of such Amendments.

Section 4. Expansion - Addition of Subsequent Phases - Phase 5. 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 the 31st day of December, 1990, but not the obligation, to annex 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, the land described on "EXHIBIT A-4", together with the improvements heretofore or hereafter constructed thereon as delineated, in general terms, on the Condominium Plat. Any 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.

Upon recordation of such Amendment to this Declaration and such Amendment to the Condominium Plat, the undivided percentage interest 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 "EXHIBIT C-4" attached hereto and made a part of this Declaration. Any deed for any condominium unit in the condominium shall be delivered subject to a conditional limitation that the percentage interest appurtenant to such condominium unit shall be automatically reallocated pro tanto upon the recordation of such Amendments.

Section 5. 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, the other parcels of land (with improvements) described in Section 1 through Section 4, both inclusive, of this Article VI, may be exercised in any order or sequence.

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

(a) Phase 1 of the condominium contains _____ condominium units.

(b) Phase 2 of the condominium contains _____ condominium units.

(c) Phase 3 of the condominium contains _____ condominium units.

(d) Phase 4 of the condominium contains _____ condominium units.

(e) Phase 5 of the condominium contains _____ condominium units.

The maximum number of condominium units to be contained in all phases shall be 259.

Section 6. Interpretation. Whenever in this Declaration or 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 provision of this Article. Whenever in this Declaration or in any of the Exhibits hereto any reference is made to "EXHIBIT C", C-1, C-2, C-3 or C-4, 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, encroachments of any portion of the common elements upon any condominium unit or of any condominium unit upon any other 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 reasonably 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 the exterior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances, 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 any electrical fixtures, water heaters, fireplaces, plenums, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, 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, and 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 and any limited common elements reserved for the exclusive use of the owner of that particular condominium unit.

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 damage 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 the purpose specified in this Section may be considered a trespass.

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, gas lines, storm drains, overhead or underground conduits and such other purposes related to the provision of public utilities to the condominium if such grant is approved by an affirmative vote of unit owners having 66-2/3% or more of the votes and with the express written consent of mortgagees holding an interest in units as to which unit owners vote affirmatively.

ARTICLE IX

Section 1. Amendment. 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. 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, 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. Consent. 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

(c) modify the method of determining the collecting of common expense assessments or other assessments as provided in the By-Laws; 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. Limitations. Whenever in this Article IX reference is made to any requirement for the written consent of any mortgagee or of the holder of any other person with a recorded encumbrance on any condominium unit, such requirement is specifically limited by the provisions of applicable law including, without limiting the generality of the foregoing, the provisions of Section 11-103(c) of the Condominium Act.

Section 5. 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. 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 Veteran 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 and 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.

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

Notary Public

My Commission expires:

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.

By: _____

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.

Kenneth B. Tecler