

DECLARATION
GREENHILLS CONDOMINIUM NUMBER ONE

THIS DECLARATION, made and entered into this 12th day of October, 1983, by Aldre, 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 Damascus, 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 or to be constructed upon the aforesaid premises, and the Declarant desires to establish a “condominium” pursuant to Title 11, Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland as amended, 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, of even date with the recordation hereof, the Declarant has filed for record in the Office of the Clerk of the Court for the Circuit Court for Montgomery County, Maryland, a certain Plat, hereinafter referred to as the “Condominium Plat”, which Condominium Plat, consisting of 8 sheets, is recorded in Condominium Plat Book 31, beginning at Plat 3289 through Plat 3296; and

WHEREAS, the Declarant reserves the right to expand the condominium by subjecting additional sections of the said property to the condominium regime in accordance with the provisions therefore as set forth in this Declaration and as shown on the Condominium Plats and as provided pursuant to Title 11, Real Property Article, Section 11-120, of the Annotated Code of Maryland, as amended; 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” as “Phase One” 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, as amended, as a condominium.

NOW, THEREFORE, the Declarant hereby declares that all of the property described on “EXHIBIT A” as “Phase One” attached hereto, together with the 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 and upon the aforesaid

Condominium Plat 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. The Condominium hereby created shall be known as “Greenhills Condominium Number One”.

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, et seq., Real Property Article, Annotated Code of Maryland, as amended, 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) “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, except where expressly otherwise provided herein.

(d) “Common expenses” and “common profits” means the expenses and profits of the Council of Unit Owners.

(e) “Council of Unit Owners” means all of the unit owners in association, i.e., the Council of Unit Owners of Greenhills Condominium Number One, Inc.

(f) “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.

(g) “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.

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 the Unit Owners or in Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland, as amended.

Section 3. Name. The name by which the condominium is to be identified is as follows: Greenhills Condominium Number One, Inc. It shall be a non-profit corporation, incorporated under the laws of Maryland.

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” as “Phase One” 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, measured 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.

Units designated on the Condominium Plat as “upper level” units are bounded on the bottom by the top of the plywood flooring, on the sides by the inside face of the interior studs around the outside of the unit (i.e., at the front and rear of the building and the side of the building not abutting another unit in the case of end units and the side of the building abutting another unit in the case of interior units) and the exterior of the doors and windows having outside exposure, and on the top by the bottom of the roof trusses of the second floor and the exterior of the scuttle covering of the second floor where there is a scuttle in the ceiling.

Units designated on the Condominium Plat as “lower level” units are bounded on the bottom by the top of the concrete slab, on the sides by the inside face of the interior surface of the studs and the inside face of the masonry circumscribing the unit (i.e., at the front and rear of the building and the side of the building not abutting another unit in the case of end units and the side of the building abutting another unit in the case of interior

units) and the exterior of the doors and windows having outside exposure, and on the top by the bottom of the floor joists.

Where there is a fireplace chimney, the chimney enclosure may protrude into either limited or general common areas, and in such case such protrusion shall be permitted and there is an easement for the owners of the units having a fireplace served by the chimney to use and repair the chimney enclosure and flue therein. Such chimneys are designated as limited common elements by this reference and by such designation on the Condominium Plat, "EXHIBIT A", attached hereto. In the case of "upper level" units chimney enclosures, the flue of the fireplace chimney in "lower level" units underneath them may come through the respective "upper level" chimney enclosures and in such case there is an easement for the use and repair of the flue by the owner of the fireplace in the respective "lower level" unit having such fireplace.

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, furnaces, air-conditioning equipment, air-handling equipment, heat pumps, coils, fans, mechanical equipment, appliances, non-bearing partition walls, flooring materials, tile, carpets, T-bars, hanger wires, primary runner channels, suspended ceiling materials, electrical receptacles and outlets, plumbing fixtures and outlets and other plumbing apparatus, hot water heaters, fixtures, trim, interior staircases, cabinets and the like, shall be considered a part of that condominium unit and not a part of the common elements. Equipment and appurtenances located outside the boundaries of any condominium unit but designed or installed in a manner to serve only a particular condominium unit including, without limiting the generality of the foregoing, heat pumps, furnaces, condensers, compressors pads, ducts, pipes, tubes, 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 Council of Unit Owners and 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 elements located within or accessible only from any particular condominium unit, and for support.

ARTICLE IV

Section 1. General Common Elements. The general common elements are the real property described on "EXHIBIT A" as general common elements and are all of the condominium, except the condominium units and the limited common elements.

Section 2. Limited Common Elements. The limited common elements are those portions of the common elements identified as "limited common elements" on the Condominium Plat and are reserved for the exclusive use of those units indicated on the Condominium Plat as to which each such limited common element is appurtenant.

Section 3. Covenant Against Partition. The common elements 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 that those portions of the common elements designated as limited common elements are reserved for the exclusive use of the unit owners to which they are adjacent or to which they are declared to be appurtenant by 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. The unit owners shall own an undivided percentage interest in the common elements of the condominium equal to that set forth in "EXHIBIT C" attached hereto and by this and other reference made a part hereof. The undivided percentage interest in the common elements set forth on "EXHIBIT C" may not be separated from the condominium unit 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 elements appertaining to such 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 equal to that set forth in "EXHIBIT C" attached hereto and by this and other references made a part hereof. The percentage interests in the common expenses and common profits set forth on "EXHIBIT C" 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. 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 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 vote the number of votes appurtenant to his condominium unit, as set forth on "EXHIBIT C" attached hereto and by this and other reference made a part hereof.

Section 5. Changes Resulting From Expansion of the Condominium. Anything to the contrary in this Article notwithstanding, percentage interests and voting rights may

change upon expansion of the condominium in accordance with the provisions of this Declaration and of the Condominium Act.

ARTICLE VI

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
(the rest of this section was unreadable on my hard copy)

Section 2. Easement to Declarant. There is hereby reserved to the Declarant, and to those successors and assigns of the Declarant to whom such rights are granted by the Declarant, and to their respective employees, agents, contractors and invitees, a non-exclusive easement over all of the general common elements of the condominium for purposes of ingress, egress, parking, sale, signs, sales office and the storage of building supplies, materials and equipment and without limitation for any and all purposes reasonably related to the completion of the marketing, sale, inspection, construction, rehabilitation, restoration, repair and management of the condominium. The Declarant reserves the right to use any of the common elements, including but not limited to the parking, and to use any units owned by Declarant as models or sales offices until such time as Declarant ceases to hold title to all such units. Declarant further reserves the right to maintain such advertising signs, located at the sole discretion of the Declarant, as may comply with applicable governmental regulations. As used in this Section 2 of this Article VI, and anything contained in this Declaration to the contrary notwithstanding, the expression "Declarant" shall include and mean those successors and assigns of the Declarant to whom the Declarant shall specifically assign the easement reserved in this Section 2, and shall include and mean the respective employees, agents, contractors and invitees of such successors and assigns.

Section 3. Easements for Ingress and Egress. There is hereby reserved to the Declarant, the successors and assigns of the Declarant, and to all persons having any interest of record in title to the land, premises and property described on "EXHIBIT A" attached to this Declaration, and to their respective agents, employees and tenants, a non-exclusive easement and right-of-way over all streets, roadways and parking areas constructed upon the general common elements of the condominium for purposes of ingress and egress to and from the land and premises described on "EXHIBIT A", and the public streets.

ARTICLE VII

Section 1. Rights of Washington Suburban Sanitary Commission or Other Governmental Agency. In the event that any sewer or water use charge, or front foot benefit charge, or sewer charge, or ad valorem or other tax, imposed upon the entire condominium by the Washington Suburban Sanitary Commission or other governmental agency having the power to do so is not paid by the Council of unit Owners when due, then the Washington suburban Sanitary Commission or other governmental agency shall have the right within the time provided by the laws or regulations pertaining thereto to terminate sewer and water service to all of the condominium units.

Section 2. Easements for Washington Suburban Sanitary Commission, or Other Governmental Agencies. There is hereby reserved to the Washington Suburban Sanitary Commission and to any agency which is a successor to the functions of the Washington Suburban Sanitary Commission, and to their respective agents, employees and contractors, a non-exclusive easement over all of the general common elements of the condominium for any and all purposes reasonably related to the construction, reconstruction, maintenance or repair of any and all water and sewer lines, meters, vaults and the like located upon the common elements of the condominium.

ARTICLE VIII

Section 1. Reservation of Right to Expand the Condominium. Declarant reserves the absolute right, but not the obligation, for a period of seven years from the date of recording of this Declaration among the Land Records of Montgomery County, Maryland, to expand the condominium by subjecting additional sections of property, by annexing the land and improvements described on “EXHIBIT A” as “Phase Two” and “Phase Three”, together with the land and improvements heretofore or hereinafter I constructed thereupon, to this condominium regime pursuant to the applicable provisions of the Maryland Condominium Act, subject to the limitations and requirements herein and therein set forth, and thereby to submit such additional or annexed property to each and every of the provisions of this Declaration and the Maryland Condominium Act.

Section 2. Percentage Interests in Common Elements, Percentage Interests in Common Expenses and Profits, and Voting Rights if the Condominium is Expanded and Area and Maximum Number of Units that May be Added.

(a) The scheme of this condominium is that each unit has appurtenant to it percentage interests in common elements, common expenses and common profits and number of votes in each case equal to each other unit in the condominium.

(b) If additional sections are added to the condominium the number of units in each new section as that section is added to the condominium shall be added to the number of predecessor units already included in the condominium and the total number thus obtained shall be divided into 100 and the figure thus obtained shall be the

percentage interest of each unit in the entire condominium including the predecessor units and the new units in all common elements, common expenses and common profits and shall be the number of votes each unit owner shall have.

(c) The maximum number of additional condominium units that may be contained in each of the additional phases of the condominium is:

- (1) Phase Two of the condominium contains 18 condominium units.
- (2) Phase Three of the condominium contains 21 condominium units.

(d) The parcels of property that may be included in each section which may be added to the condominium are shown on the Condominium Plat and on "EXHIBIT A" and designated thereon as "Phase Two" and "Phase Three".

(e) Unit and building types to be constructed for any expansion, as provided for herein, shall be of the same design and of materials of equivalent quality to those used in the units and buildings originally constructed as a part of this condominium as "Phase One".

Section 3. Expansion-Addition of subsequent Phases – Phase Two. Pursuant to the provisions of the Maryland 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 seven years from the date of recordation of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" as "Phase One", the land and improvements described on said "EXHIBIT A" as "Phase Two", attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land and improvements described on "EXHIBIT A" as "Phase Two", 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 the Maryland Condominium Act.

Upon the recordation of such Amendment to this Declaration and such Amendment to the Condominium Plat, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits, and shall have the number of votes, set forth in "EXHIBIT C" for "Phase Two", attached hereto and made a part hereof by this reference, and upon the recordation of such Amendment, the percentage interests and voting rights, hereinelsewhere provided for, shall be reallocated as set forth in said "EXHIBIT C" for "Phase Two". 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 Three. Pursuant to the provisions of the Maryland 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 seven years from the date of recordation of the Declaration, but not the obligation, to annex to the land and improvements described on “EXHIBIT A” as “Phase One” and as “Phase Two”, the land and improvements described or said “EXHIBIT A” as “Phase Three”, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land and improvements described on “EXHIBIT A” as “Phase Three”, 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 the Maryland Condominium Act.

Upon the recordation of such Amendment to this Declaration and such Amendment to the Condominium Plat, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits, and shall have the number of votes, set forth in “EXHIBIT C” for “Phase Three”, attached hereto and made a part hereof by this reference, and upon the recordation of such Amendment, the percentage interests and voting rights, hereinelsewhere provided for, shall be reallocated as set forth in said “EXHIBIT C” for “Phase Three”. 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. Reservation of Power of Attorney. There is hereby reserved unto Jack Alfandre, Jr., and the Declarant an irrevocable power-of-attorney, coupled with an interest, for the purpose of reallocating the percentage interests and voting rights appurtenant to each of the condominium units in the condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article VIII. Each owner and each mortgagee of a condominium unit in the condominium shall be deemed to have acquiesced in amendments to this Declaration and in amendments to the Condominium Plat for the purpose of the addition of additional condominium units and common elements to the condominium as set forth above, and shall be deemed to have granted unto the said Jack Alfandre, Jr., and the Declarant an irrevocable power-of-attorney, coupled with an interest, to effectuate, execute, acknowledge, deliver and record any such amendments and each such unit owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Declarant, its successors and assigns, to properly accomplish such amendments.

Section 6. Recordation of Amendments to Declaration and Plat. To accomplish any such expansion of the condominium, Declarant shall record among the Land Records of

Montgomery County, Maryland an amendment to the Declaration and an amendment to the Condominium Plat in accordance with the provisions of Section 11-120 of the Condominium Act, as amended.

ARTICLE IX

Section 1. Amendment. Except as otherwise provided in the Condominium Act and by the provisions of Article VIII and Article X of this Declaration in the event of the expansion of the condominium, 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 in the manner provided in Section 11-123 of the Condominium Act, as amended. Any such termination shall be effective only upon the recordation of a Deed of Termination among the Land Records for Montgomery County, Maryland.

ARTICLE X

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 may be brought by the Council of Unit Owners or by any unit owner and 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. Mortgagees Approval. Unless all mortgagees shall have given their prior written approval, and except as herein provided in the event of an expansion of the Condominium, neither the Council of Unit Owners nor any Unit Owner shall:

- (a) Change the percentage interest or obligations of any unit;

(b) Subject to any easement, subdivide, partition or relocate the boundaries of any unit encumbered by a mortgage or the Common Elements of the condominium;

(c) By act or omission withdraw the submission of the property to the Condominium Act, except as provided by the Condominium Act.

Section 3. Veterans Administration Approval. This Declaration may not be amended, nor may the condominium hereby created be merged with another or with a successor condominium regime, without the prior written approval of the Veterans Administration.

Section 4. Council of Unit Owners as Attorney-in-Fact. The Council of Unit Owners is hereby irrevocably appointed as attorney-in-fact for the owners of all of the condominium units in the condominium, and for each of them, to manage, control and deal with the interests of such unit owners in the common elements of the condominium so as to permit the Council of Unit Owners to fulfill all of its powers, functions and duties under the provisions of the Condominium Act, the Declaration and the By-Laws, and to exercise all of its rights thereunder and to deal with the condominium upon its destruction and the proceeds of any insurance indemnity, as hereinelsewhere provided. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any interest in any condominium unit shall constitute an irrevocable appointment of the Council of Unit Owners as attorney-in-fact as aforesaid.

Section 5. Severability. Invalidation of anyone 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 6. 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 Aldre, Inc., a Corporation organized and existing under the laws of the State of Maryland, has caused these presents to be executed in its name by Jack Alfandre, Jr., its President, and attested by Jane Alfandre, its Secretary, and its corporate seal to be hereunto affixed, and which does hereby appoint the said Jack Alfandre, Jr., as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed, all as of the year and day first above written.

ATTEST

ALDRE, INC.

Jane Alfandre, Secretary

By: _____
Jack Alfandre, Jr., President

STATE OF MARYLAND)
) ss.
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on the 12th day of October 1983, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction Jack Alfandre, Jr., personally well-known to me (or satisfactorily proven) to be the person named as attorney-in-fact in the foregoing Declaration and by virtue of the authority vested in him by said instrument and otherwise having authority so to do, acknowledged the foregoing Declaration to be the act and deed of said Aldre, Inc. and acknowledged that the same was executed for the purposes therein contained, and that he executed the same on behalf of said Corporation by signing the name of said Corporation by himself as its President.

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

Notary Public, Maryland
James E. Boswell

My Commission Expires: 7/1/86

EXHIBIT A

DESCRIPTION OF PROPERTY SUBJECT TO CONDOMINIUM REGIME
“GREENHILLS CONDOMINIUM NUMBER ONE”,
PHASE ONE

That property which is the subject of a condominium regime pursuant to that Declaration to which this Exhibit is attached as a part, and which condominium is by said Declaration to be known as “Greenhills Condominium Number One”, Phase One, described as follows:

All of the two (2) pieces or parcels of land situate, lying and being in the 12th Election District of Montgomery County, Maryland; the same belong Parcel A and Parcel B, Plat Five, Greenhills as recorded in Plat Book 119 at Plat 14058 among the Land Records of the aforesaid county.

FIRST AMENDMENT TO DECLARATION

(For Purposes of Adding Phase II to
Greenhills Condominium Number One)

THIS AMENDMENT, made and entered into this 12th day of October, 1983, by ALDRE, INC., a Corporation organized and existing under the laws of the State of Maryland, hereinafter sometimes called the "Declarant":

WHEREAS, prior to the recordation hereof, namely, on the 14th day of October, 1983, the Declarant filed for record in the Land Records for Montgomery County, Maryland, a certain Declaration dated the 12th day of October, 1983, with Exhibits, which Declaration is recorded in Liber 6211 at folio 48 among the aforesaid Land Records, and is hereinafter referred to as the "Declaration"; and

WHEREAS, prior to the recordation hereof, the Declarant has filed for record among the Land Records for Montgomery County, Maryland, the following documents, hereinafter collectively referred to as the "Condominium Plat":

(a) A certain Condominium Plat, consisting of Eight (8) sheets, showing Phase I of "GREENHILLS CONDOMINIUM NUMBER ONE", which Condominium Plat is recorded in Condominium Plat Book 31, beginning at plat 3289 among the Land Records for Montgomery County, Maryland; and

(b) A certain Condominium Plat, consisting of Eight (8) sheets, showing Phase II of "GREENHILLS CONDOMINIUM NUMBER ONE", which Condominium Plat is recorded in Condominium Plat Book 31, beginning at Plat 3297 among the aforesaid Land Records; and

WHEREAS, the Declarant retained in Article VIII of the aforesaid Declaration, the absolute right, to be exercised prior to seven years from the date of recordation of the Declaration, to annex to the land and improvements described on "EXHIBIT A" attached to the Declaration, and thereby to submit to each and every of the provisions of the Declaration the land described on "EXHIBIT A", Phase II attached to the Declaration, together with the improvements theretofore or thereafter constructed upon any of such land; and

WHEREAS, the Declarant intends by the execution and recordation hereof, together with the execution and recordation of supplements to the Condominium Plat aforementioned, to exercise that right;

NOW, THEREFORE, the Declarant hereby declares that all of the land and premises described on "EXHIBIT A", Phase II attached to the Declaration, together with all of the 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, imitations, obligations, easements, equitable servitudes, barges and liens (hereinafter sometimes referred to as the “covenants and restrictions”) set forth in the aforesaid Declaration including, without limiting the generality of the foregoing, the provisions of the By-Laws of the Council of Unit Owners of Greenhills Condominium Number One, Inc. attached to said Declaration as “EXHIBIT B” and by this reference incorporated herein, each and every of which are declared and agreed to be in aid of a plan for the improvement of said land and premises 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 land and improvements including, again without limiting the generality of the foregoing, 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.

The Declarant hereby submits the land and premises described on “EXHIBIT A” as Phase II, attached to the aforesaid Declaration and incorporated herein by this reference as if set forth in full, to each and every of the provisions of the Declaration made by the Declarant on the 12th day of October, 1983 and recorded on the 14th day of October, 1983 in Liber 6211 at folio 48 among the Land Records for Montgomery County, Maryland, and to the provisions of Title 11, Real Property Article, Annotated Code of Maryland (1974 Repl. Vol.).

Upon the recordation of this Amendment, each unit owner in the condominium known as “GREENHILLS CONDOMINIUM NUMBER ONE” and more fully described in the aforesaid Declaration, by operation of law and the provisions of Article VIII of the Declaration, shall have the undivided percentage interest in the common elements, common expenses and common profits of the condominium, and shall have the number of votes in the Council of unit Owners of Greenhills Condominium Number One, provided for in “EXHIBIT C”, Phase II attached to the Declaration and incorporated herein by this reference and, upon the recordation of this Amendment, the percentage interests and voting rights heretofore established and provided for in the aforesaid Declaration shall be reallocated, automatically and pro tanto as set forth on “EXHIBIT C”, Phase II attached to the Declaration.

IN WITNESS WHEREOF, ALDRE, 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 JACK ALFANDRE, JR., its President, attested by JANE ALFANDRE, its Secretary, and its corporate seal to be hereunto affixed and does hereby appoint the said JACK ALFANDRE, JR. as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed, for the purposes herein set forth, all as of the year and day first above written.

ATTEST:

ALDRE, INC.

By: _____

EXHIBIT A

DESCRIPTION OF PROPERTY SUBJECT TO CONDOMINIUM REGIME
“GREENHILLS CONDOMINIUM NUMBER ONE”,
PHASE TWO

That property which is the subject of a condominium regime pursuant to that Declaration to which this Exhibit is attached as a part, and which condominium is by said Declaration to be known as “Greenhills Condominium Number One” Phase Two, described as follows:

All of the two (2) pieces or parcels of land situate, lying and being in the 12th Election District of Montgomery County, Maryland; the same being Parcel C and Parcel D, Plat Six, Greenhills as recorded in Plat Book 119 at Plat 14059 among the Land Records of the aforesaid county

State of Maryland
County of Montgomery

On this 12th day of October, 1983, before me, James E. Boswell the undersigned officer, personally appeared Jack Alfandre, Jr. who acknowledged himself to be the President of Aldre, Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name of the corporation by himself as President.

It witness whereof I have hereunto set my hand and official seal.

James E. Boswell, Notary Public

My Commission Expires: 7/1/86

SECOND AMENDMENT TO DECLARATION

(For Purposes of Adding Phase III to
Greenhills Condominium Number One)

THIS AMENDMENT, made and entered into this 12th day of October, 1983, by ALDRE, INC., a Corporation organized and existing under the laws of the State of Maryland, hereinafter sometimes called the “Declarant”:

WHEREAS, prior to the recordation hereof, namely, on the 14th day of October, 1983, the Declarant filed for record in the Land Records for Montgomery County, Maryland, a certain Declaration dated the 12th day of October, 1983, with Exhibits, which Declaration is recorded in Liber 6211 at folio 48 among the aforesaid Land Records, and is hereinafter referred to as the “Declaration”; and

WHEREAS, prior to the recordation hereof, the Declarant filed for record in the Land Records for Montgomery County, Maryland, a certain First Amendment To Declaration dated the 12th day of October, 1983, which is recorded in Liber 6211 at folio 106 among the aforesaid Land Records, and

WHEREAS, prior to the recordation hereof, has filed for record among the land Records for Montgomery County, Maryland, the following documents, hereinafter collectively referred to as the “Condominium Plat”:

(a) A certain Condominium Plat, consisting of Eight (8) sheets, showing Phase I of “GREENHILLS CONDOMINIUM NUMBER ONE”, which Condominium Plat is recorded in Condominium Plat Book 31, beginning at plat 3289 among the Land Records for Montgomery County, Maryland; and

(b) A certain Condominium Plat, consisting of Eight (8) sheets, showing Phase II of “GREENHILLS CONDOMINIUM NUMBER ONE”, which Condominium Plat is recorded in Condominium Plat Book 31, beginning at Plat 3297 among the aforesaid Land Records; and

(c) A certain Condominium Plat, consisting of Eleven (11) sheets, showing Phase III of “GREENHILLS CONDOMINIUM NUMBER ONE”, which Condominium Plat is recorded in Condominium Plat Book 31, beginning at Plat 3305 among the aforesaid Land Records; and

WHEREAS, the Declarant retained in Article VIII of the aforesaid Declaration, the absolute right, to be exercised prior to seven years from the date of recordation of the Declaration, to annex to the land and improvements described on “EXHIBIT A” attached to the Declaration, and thereby to submit to each and every of the provisions of the Declaration the land described on “EXHIBIT A” as Phase III, attached to the Declaration, together with the improvements theretofore or thereafter constructed upon any of such land; and

WHEREAS, the Declarant intends by the execution and recordation hereof, together with the execution and recordation of supplements to the Condominium Plat aforementioned, to exercise that right;

NOW, THEREFORE, the Declarant hereby declares that all of the land and premises described on "EXHIBIT A" as Phase III, attached to the Declaration, together with all of the 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 the "covenants and restrictions") set forth in the aforesaid. Declaration including, without limiting the generality of the foregoing, the provisions of the By-Laws of the Council of Unit Owners of Greenhills Condominium Number One attached to said Declaration as "EXHIBIT B" and by this reference incorporated herein, each and every of which are declared and agreed to be in aid of a plan for the improvement of said land and premises 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 land and improvements including, again without limiting the generality of the foregoing, 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.

The Declarant hereby submits the land and premises described on "EXHIBIT A" as Phase III, attached to the aforesaid Declaration and incorporated herein by this reference as if set forth in full, to each and every of the provisions of the Declaration made by the Declarant on the 12th day of October, 1983 and recorded on the 14th day of October, 1983 in Liber 6211 at folio 48 among the Land Records for Montgomery County, Maryland, and to the provisions of Title 11, Real Property Article, Annotated Code of Maryland (1974 Repl. Vol.).

Upon the recordation of this Amendment, each unit owner in the condominium known as "GREENHILLS CONDOMINIUM NUMBER ONE" and more fully described in the aforesaid Declaration, by operation of law and the provisions of Article VIII of the Declaration, shall have the undivided percentage interest in the common elements, common expenses and common profits of the condominium, and shall have the number of votes in the Council of Unit Owners of Greenhills Condominium Number One, provided for in "EXHIBIT C", Phase III attached to the Declaration and incorporated herein by this reference and, upon the recordation of this Amendment, the percentage interests and voting rights heretofore established and provided for in the aforesaid Declaration shall be reallocated, automatically and pro tanto as set forth on "EXHIBIT C", Phase III attached to the Declaration.

IN WITNESS WHEREOF, ALDRE, 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 JACK ALFANDRE, JR., its President, attested by JANE ALFANDRE, its Secretary, and its corporate seal to be hereunto affixed; and does hereby appoint the said JACK ALFANDRE, JR. as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed, for the purposes herein set forth, all as of the year and day first above written.

ATTEST:

ALDRE, INC.

Jane Alfandre, Secretary

By: _____
Jack Alfandre, Jr., President

EXHIBIT A

DESCRIPTION OF PROPERTY SUBJECT TO CONDOMINIUM REGIME “GREENHILLS CONDOMINIUM NUMBER ONE”, PHASE THREE

That property which is the subject of a condominium regime pursuant to that Declaration to which this Exhibit is attached as a part, and which condominium is by said Declaration to be known as “Greenhills Condominium Number One”, Phase Three described as follows:

All of the three (3) pieces or parcels of land situate, lying and being in the 12th Election District of Montgomery County, Maryland; the same being Parcel E and Parcel F, Plat Six, Greenhills as recorded in Plat Book 119 at Plat 14059, and Parcel G, Plat Five, Greenhills as recorded in Plat Book 119 at Plat 14058, both among the Land Records of the aforesaid county.

State of Maryland
County of Montgomery

On this 12th day of October, 1983, before me, James E. Boswell the undersigned officer, personally appeared Jack Alfandre, Jr. who acknowledged himself to be the President of Aldre, Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name of the corporation by himself as President.

It witness whereof I have hereunto set my hand and official seal.

James E. Boswell, Notary Public

My Commission Expires: 7/1/86