



**SECTION I**

**DECLARATION**

**FOR**

**MIRAMONT VILLAS CONDOMINIUM, INC.**



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TOTAL 45

THIS DECLARATION, made and entered into this 15 day of December, 1984, by JEFFERSON COMMONS JOINT VENTURE, a general partnership organized and existing under the laws of the State of Maryland, hereinafter and in the Exhibits hereto sometimes called the "Declarant":

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

WHEREAS, the Declarant is the owner of certain buildings and other improvements constructed upon the aforesaid premises, which property constitutes a "condominium" pursuant to Title 11, Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland (1981 Repl. Vol.) and 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, 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 fifteen (15) sheets, is recorded in Condominium Plat Book 20, beginning at plat 3771, 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 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.

Verified By: ga

ARTICLE I

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

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

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

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

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

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

(f) "Council of Unit Owners" means all of the unit owners in association, i.e., The Council of Unit Owners of Miramont Villas Condominium, Inc., a not-for-profit corporation organized or to be organized under the laws of the State of Maryland.

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

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

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

"MIRAMONT VILLAS 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, approximate floor area, identifying number or letter, location and such other data as may be sufficient to locate and 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 (or, in some cases, an inclined) plane (or planes), the elevation of which coincides with the unexposed upper surface of the ceiling drywall or wallboard thereof (as the circumstances may require), to include such ceiling drywall or wallboard within the condominium unit, 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 drywall or wallboard thereof, to include the perimeter drywall or wallboard, fireplaces, plenums, windows, doors and trim thereof within the condominium unit, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the condominium unit.

In the event any condominium unit shall be constructed with windows which protrude beyond the confines of the lateral or perimetrical boundaries of said condominium unit as hereinabove described (such windows commonly known as "bay windows") or with fireplace structures or similar appurtenances which protrude beyond the confines of the lateral or perimetrical boundaries of the condominium unit as hereinabove described, then the lateral or perimetrical boundaries of that condominium unit shall be deemed to extend to include 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. Mechanical equipment closets which protrude beyond the confines of the lateral or perimetrical boundaries of the condominium unit as hereinabove described (sometimes designated "A/M" on the Condominium Plat) shall be considered as a part of the condominium unit which they are designed to serve 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, water heaters, 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, electrical fixtures, plumbing fixtures, cabinets and the like, shall be considered a part of the condominium unit and not a part of the common elements. Equipment and appurtenances located outside the boundaries of any condominium unit and designed or installed to serve only one particular condominium unit, including without limiting the generality of the foregoing, fences, skylights, furnaces, heat pumps, 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 and to the Council of Unit Owners to and for reasonable access to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, utility lines and the like, and any other common elements located within or accessible only from any particular condominium unit, and for support.

#### ARTICLE IV

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

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

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

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

ARTICLE V

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

Section 2. Undivided Percentage Interests in Common Elements. Each unit owner shall own an undivided percentage interest in the common elements of the condominium equal to a fraction, the numerator of which is the total square footage of floor area contained within his condominium unit as shown on the Condominium Plat and the denominator of which is the aggregate square footage of the floor area of all of the condominium units from time to time contained within the condominium as shown on the Condominium Plat, as set forth, by way of example and not by way of limitation, on "EXHIBIT C" attached hereto and by this and other reference made a part hereof, as from time to time amended or supplemented. The undivided percentage interests in the common elements shall have a permanent character and, except as specifically provided for 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 undivided percentage interest in the common elements of the condominium appertaining to such condominium unit, whether or not such undivided percentage interest is expressly described or mentioned.

Section 3. Undivided Percentage Interests in Common Elements and Common Expenses. Each unit owner shall have an undivided percentage interest in the common expenses and common profits of the condominium equal to a fraction, the numerator of which is to total square footage of floor area contained within his condominium unit as shown on the Condominium Plat and the denominator of which is the aggregate square footage of floor area of all of the condominium units then contained within the condominium as shown on the Condominium Plat, as set forth, by way of example and not by way of limitation, on "EXHIBIT C" attached hereto and by this and other reference made a part hereof, as from time to time amended or supplemented. The undivided percentage interests in the common expenses and common profits of the condominium shall have a permanent character and, except as specifically provided for 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 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 undivided percentage interest in the common expenses and common profits of the condominium 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, on each question, 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. In the event the number of votes appurtenant to each condominium unit is not specifically set forth on "EXHIBIT C", then each unit owner shall be entitled to cast one vote on each question at any meeting of the Council of Unit Owners.

ARTICLE VI

Section 1. Expansion - Addition of Subsequent Phases - Phase Two. 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 seven (7) years from the date of recording of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land described on "EXHIBIT A-2" attached hereto and incorporated herein by this reference, 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, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits of the condominium computed in accordance with the formula established in Section 2 and in Section 3 of Article V of this Declaration; and, upon the recordation of such amendments, the undivided percentage interests in the common elements, common expenses and common profits of the condominium shall be automatically reallocated in accordance with the formula established in Section 2 and in Section 3 of Article V 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 the condominium unit shall be automatically reallocated, pro tanto, upon the recordation of such amendments.

Section 2. Expansion - Addition of Subsequent Phases - Phase Three. 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 seven (7) years from the date of recording of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land described on "EXHIBIT A-3" attached hereto and incorporated herein by this reference, 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, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits of the condominium computed in accordance with the formula established in Section 2 and in Section 3 of Article V of this Declaration; and, upon the recordation of such amendments, the undivided percentage interests in the common elements, common expenses and common profits of the condominium shall be automatically reallocated in accordance with the formula established in Section 2 and in Section 3 of Article V 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 the condominium unit shall be automatically reallocated, pro tanto, upon the recordation of such amendments.

Section 3. Expansion - Addition of Subsequent Phases - Phase Four. 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 seven (7) years from the date of recording of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land described on "EXHIBIT A-4" attached hereto and incorporated herein by this reference, 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, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits of the condominium computed in accordance with the formula established in Section 2 and in Section 3 of Article V of this Declaration; and, upon the recordation of such amendments, the undivided percentage interests in the common elements, common expenses and common profits of the condominium shall be automatically reallocated in accordance with the formula established in Section 2 and in Section 3 of Article V 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 the condominium unit shall be automatically reallocated, pro tanto, upon the recordation of such amendments.

Section 4. Expansion - Addition of Subsequent Phases - Phase Five. 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 seven (7) years from the date of recording of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land described on "EXHIBIT A-5" attached hereto and incorporated herein by this reference, 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, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits of the condominium computed in accordance with the formula established in Section 2 and in Section 3 of Article V of this Declaration; and, upon the recordation of such amendments, the undivided percentage interests in the common elements, common expenses and common profits of the condominium shall be automatically reallocated in accordance with the formula established in Section 2 and in Section 3 of Article V 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 the condominium unit shall be automatically reallocated, pro tanto, upon the recordation of such amendments.

Section 5. Expansion - Addition of Subsequent Phases - Phase Six. 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 seven (7) years from the date of recording of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land described on "EXHIBIT A-6" attached hereto and incorporated herein by this reference, 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, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits of the condominium computed in accordance with the formula established in Section 2 and in Section 3 of Article V of this Declaration; and, upon the recordation of such amendments, the undivided percentage interests in the common elements, common expenses and common profits of the condominium shall be automatically reallocated in accordance with the formula established in Section 2 and in Section 3 of Article V 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 the condominium unit shall be automatically reallocated, pro tanto, upon the recordation of such amendments.

Section 6. Expansion - Addition of Subsequent Phases - Phase Seven. 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 seven (7) years from the date of recording of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land

described on "EXHIBIT A-7" attached hereto and incorporated herein by this reference, 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, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits of the condominium computed in accordance with the formula established in Section 2 and in Section 3 of Article V of this Declaration; and, upon the recordation of such amendments, the undivided percentage interests in the common elements, common expenses and common profits of the condominium shall be automatically reallocated in accordance with the formula established in Section 2 and in Section 3 of Article V 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 the condominium unit shall be automatically reallocated, pro tanto, upon the recordation of such amendments.

Section 7. Expansion - Addition of "Recreation Site". 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 seven (7) years from the date of recording of this Declaration, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land and premises described as the "Recreation Site" on "SCHEDULE A" attached hereto and incorporated herein by this reference, 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 and, thereafter, the land and premises identified on "SCHEDULE A" attached hereto shall be considered a part of the general common elements of the condominium.

Section 8. 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 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 60 condominium units.
- (b) Phase 2 of the condominium contains 60 condominium units.
- (c) Phase 3 of the condominium contains 60 condominium units.
- (d) Phase 4 of the condominium contains 60 condominium units.
- (e) Phase 5 of the condominium contains 60 condominium units.
- (f) Phase 6 of the condominium contains 60 condominium units.
- (g) Phase 7 of the condominium contains 60 condominium units.

Section 9. Interpretation. Whenever in this Declaration or in any of the Exhibits hereto any reference is made to "EXHIBIT A", such reference shall mean "EXHIBIT A" as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article. Whenever in this Declaration or in any of the Exhibits hereto any reference is made to "EXHIBIT C", such reference shall mean "EXHIBIT C" as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article. Whenever in this Declaration or in any of the Exhibits hereto any reference is made to the Condominium Plat, such reference shall mean the Condominium Plat referred to in the recitals hereof as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article.

#### ARTICLE VII

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

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

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

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

Section 3. Easement Over Streets and Roadways. There is hereby reserved unto and for the benefit of (a) the Declarant and those successors and assigns of the Declarant to whom such rights are granted by the Declarant; and (b) the land and premises described on "EXHIBIT A" through and including "EXHIBIT A-7" attached hereto; and (c) the land and premises described on "SCHEDULE A" attached hereto, a perpetual non-exclusive easement and right-of-way for the purpose of pedestrian and vehicular ingress, egress and regress to and from public streets, in, through, over and across any and all streets, roadways and sidewalks from time to time constructed as a part of the common elements of the condominium.

ARTICLE VIII

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

range hoods, and other equipment that may be in or declared to be appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

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

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

Section 4. Easement for Utilities and Related Purposes.

(a) Subject to the limitations and requirements of Section 11-125(f)(1) of the Condominium Act, the Council of Unit Owners is authorized and empowered to grant (and shall from time to time grant) such licenses, easements, rights-of-way and similar interests affecting the common elements of the condominium, provided, however, that any such grant is approved by the affirmative vote of unit owners representing sixty-seven percent (67%) or more of the total votes of the unit owners and is made with the express written consent of the mortgagees holding an interest in those units as to which unit owners vote affirmatively. Any such license, easement, right-of-way or similar interest granted by the Council of Unit Owners shall state that the grant was approved by unit owners having at least sixty-seven percent (67%) of the total votes of the unit owners and that it was made with the express written consent of the mortgagees of those condominium units as to which unit owners voted affirmatively.

(b) Subject to the provisions and requirements of Section 11-125(f)(2) of the Condominium Act, the Board of Directors of the Council of Unit Owners, by majority vote, is empowered to grant (and shall from time to time grant) licenses, easements,

rights-of-way and similar interests affecting the condominium for sewer lines, water lines, electrical cables, telephone cables, CATV or similar cables, satellite or other "master" antenna system or similar service, gas lines, storm drains, storm water management or detention facilities, overhead or underground conduits, and for such other purposes reasonably related to the provision of utility service or communication systems for the exclusive benefit of the condominium as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the condominium or for the health, safety, convenience and welfare of the owners of the condominium units or the Declarant. Any license, easement, right-of-way or similar interest granted by the Board of Directors of the Council of Unit Owners pursuant to this section shall state that the grant was approved in accordance with the provisions of Section 11-125(f)(2) of the Condominium Act.

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, by all persons with recorded encumbrances, including judgment lienors, on the condominium units then in the condominium, all in the manner provided in the Condominium Act. Any such termination shall be effective only upon the recordation of a Deed of Termination among the Land Records for Montgomery County, Maryland.

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

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

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

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

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

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

Section 4. Limitations. Whenever in this Article IX reference is made to any requirement for the written consent of any mortgagee or for the written consent of the holder or 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. So long as any mortgage secured on any condominium unit in the condominium is guaranteed by the Administrator of Veterans Affairs, the rights reserved to the Declarant in Article VI of this Declaration may be exercised only in accordance with a plan for the total development of the condominium approved by the Administrator of Veterans Affairs. Improvements constructed upon the parcels of land described in Article VI of this Declaration shall be consistent, as to quality of construction, with the improvements constructed upon the land and premises described on "EXHIBIT A" attached hereto.

#### ARTICLE XI

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

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

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

IN WITNESS WHEREOF, the said JEFFERSON COMMONS JOINT VENTURE, a general partnership organized and existing under the laws of the State of Maryland, has caused these presents to be executed in its name by each and every of its co-partners, as follows:

(a) By JEFFERSON DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Maryland, which, in turn, has caused these presents to be executed in its name by THEODORE N. LERNER, its (Vice) President, and which has caused its corporate seal to be hereunto affixed, all as of the year and day first above written; and

(b) By GOULD DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Maryland, which, in turn, has caused these presents to be executed in its name by ROBERT B. GOULD, its (Vice) President, and which has caused its corporate seal to be hereunto affixed, all as of the year and day first above written; and

(c) By GRAYSON DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Maryland, which, in turn, has caused these presents to be executed in its name by STEPHEN R. GRAYSON, its (Vice) President, and which has caused its corporate seal to be hereunto affixed, all as of the year and day first above written; and

(d) By JOST DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Maryland, which, in turn, has caused these presents to be executed in its name by JAMES M. JOST, its (Vice) President, and which has caused its corporate seal to be hereunto affixed, all as of the year and day first above written; and



(e) By ANDERSON DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Maryland, which, in turn, has caused these presents to be executed in its name by LAWRENCE E. LERNER, its (Vice) President, and which has caused its corporate seal to be hereunto affixed, all as of the year and day first above written.

JEFFERSON COMMONS JOINT VENTURE, a Maryland general partnership

BY: JEFFERSON DEVELOPMENT CORPORATION, a Maryland corporation, Co-Partner

BY: *Theodore N. Lerner*  
Theodore N. Lerner, (Vice) President

BY: GOULD DEVELOPMENT CORP., a Maryland corporation, Co-Partner

BY: *Robert B. Gould*  
Robert B. Gould, (Vice) President

BY: GRAYSON DEVELOPMENT CORP., a Maryland corporation, Co-Partner

BY: *Stephen R. Grayson*  
Stephen R. Grayson, (Vice) President

BY: JOST DEVELOPMENT CORP., a Maryland corporation, Co-Partner

BY: *James M. Jost*  
James M. Jost, (Vice) President

BY: ANDERSON DEVELOPMENT CORP., a Maryland corporation, Co-Partner

BY: *Lawrence E. Lerner*  
Lawrence E. Lerner, (Vice) President

LOAN 6605 527

STATE OF MARYLAND )  
 ) ss:  
COUNTY OF MONTGOMERY )

I HEREBY CERTIFY that on this 18<sup>th</sup> day of December, 1984, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction THEODORE N. LERNER, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument on behalf of JEFFERSON DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Maryland, Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and acknowledged that, having authority so to do, he executed the foregoing instrument as the act and deed of said corporation, as Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and further acknowledged that the same was executed for the purposes therein contained and delivered the same as such.

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

Gene P. Eatman  
Notary Public  
Printed Name of Notary:  
GENA P. EATMAN

My Commission expires: July 1, 1986

STATE OF MARYLAND )  
 ) ss:  
COUNTY OF MONTGOMERY )

I HEREBY CERTIFY that on this 13<sup>th</sup> day of December, 1984, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction ROBERT B. GOULD, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument on behalf of GOULD DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Maryland, Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and acknowledged that, having authority so to do, he executed the foregoing instrument as the act and deed of said corporation, as Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and further acknowledged that the same was executed for the purposes therein contained and delivered the same as such.

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

Gene P. Eatman  
Notary Public  
Printed Name of Notary:  
GENA P. EATMAN

My Commission expires: July 1, 1986

STATE OF MARYLAND )  
 )  
 ) SS:  
COUNTY OF MONTGOMERY )

I HEREBY CERTIFY that on this 13<sup>th</sup> day of December, 1984, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction STEPHEN R. GRAYSON, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument on behalf of GRAYSON DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Maryland, Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and acknowledged that, having authority so to do, he executed the foregoing instrument as the act and deed of said corporation, as Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and further acknowledged that the same was executed for the purposes therein contained and delivered the same as such.

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

Gene P. Eatmon  
Notary Public  
Printed Name of Notary:  
GENA P. EATMON

My Commission expires: July 1, 1986

STATE OF MARYLAND )  
 )  
 ) SS:  
COUNTY OF MONTGOMERY )

I HEREBY CERTIFY that on this 13<sup>th</sup> day of December, 1984, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction JAMES M. JOST, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument on behalf of JOST DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Maryland, Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and acknowledged that, having authority so to do, he executed the foregoing instrument as the act and deed of said corporation, as Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and further acknowledged that the same was executed for the purposes therein contained and delivered the same as such.

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

Gene P. Eatmon  
Notary Public  
Printed Name of Notary:  
GENA P. EATMON

My Commission expires: July 1986

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS:

I HEREBY CERTIFY that on this 13 day of December, 1984, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction LAWRENCE B. LERNER, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument on behalf of ANDERSON DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Maryland, Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and acknowledged that, having authority so to do, he executed the foregoing instrument as the act and deed of said corporation, as Co-Partner of JEFFERSON COMMONS JOINT VENTURE as therein noted, and further acknowledged that the same was executed for the purposes therein contained and delivered the same as such.

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



J. Christine Maraud  
Notary Public

Printed Name of Notary:

J. Christine Maraud

Notary Public, State of Florida  
My Commission Expires Nov. 21, 1987  
Secured by Fidelity Insurance Co. Of The Southeast

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.

JEFFERSON COMMONS JOINT VENTURE, a Maryland general partnership

BY: JEFFERSON DEVELOPMENT CORPORATION, a Maryland corporation, Co-Partner

BY: Theodore N. Lerner  
Theodore N. Lerner, (Vice) President

BY: GOULD DEVELOPMENT CORP., a Maryland corporation, Co-Partner

BY: Robert B. Gould  
Robert B. Gould, (Vice) President

BY: GRAYSON DEVELOPMENT CORP., a Maryland corporation, Co-Partner

BY: *Stephen R. Grayson*  
Stephen R. Grayson, (Vice) President

BY: JOST DEVELOPMENT CORP., a Maryland corporation, Co-Partner

BY: *James M. Jost*  
James M. Jost, (Vice) President

BY: ANDERSON DEVELOPMENT CORP., a Maryland corporation, Co-Partner

BY: *Lawrence E. Lerner*  
Lawrence E. Lerner, (Vice) President

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

*Barry M. Patrick*  
Barry M. Patrick

PARCEL IDENTIFIER RIDER - MONTGOMERY COUNTY ONLY

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

- (a) The address of the party of the first part:  
6276 Montrose Road  
Rockville, Maryland 20852
- (b) The address of the party of the second part:  
NONE
- (c) The name of any title insurer insuring this instrument or otherwise involved in the transaction in which this instrument is relevant:  
NONE
- (d) The street address of the land and premises described in this instrument, if any.  
NONE - Not Yet Assigned.
- (e) The parcel identifier:  
Part of 4-501-50493

"EXHIBIT A"

Phase 1 - Miramont Villas Condominium

**HANSON & DEN OUTER, LTD.** CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNING CONSULTANTS



172 ROLLINS AVE., ROCKVILLE, MD. 20852-4089

TEL. (301) 881-6770

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RODNEY L. HANSON L.S.  
KENNETH A. SLICER L.S.  
BURTON I. STEINMAN L.S.  
KENNETH W. KEMHART L.S.

REVISED August 25, 1983  
1417 A-1

Description  
JEFFERSON COMMONS  
Phase One  
117,907 Square Feet or  
2.7068 Acres

Being all of that piece or parcel of land situate, lying and being in Montgomery County, Maryland, and being part of the lands conveyed from Malcolm S. McConihe and Eleanor Moran McConihe, his wife, to Garnett Koiner by deed dated June 6, 1923, and recorded among the Land Records of Montgomery County, Maryland in Liber 332 at Folio 496, and being more particularly described as follows:

Beginning for same at an iron pin recovered in the easterly right-of-way of Jefferson Street, said pin being the southwesterly corner of the aforementioned lands at said Jefferson Street right-of-way, and running thence along said right-of-way by the following two courses and distances

1. N03-45-17W 39.97 feet to a recovered iron pin, thence.
2. N03-36-53W 293.70 feet to a point in said right-of-way and running thence so as to cross and include part of the above-referenced lands
3. N86-23-07E 296.53 feet, thence
4. S33-06-50E 45.67 feet, thence
5. N81-53-10E 44.00 feet, thence
6. S08-06-50E 182.00 feet, thence
7. N81-53-10E 15.00 feet, thence
8. S08-06-50E 86.00 feet to the existing south boundaryline of the said above-referenced lands and running thence along said line

REGISTERED IN MARYLAND & VIRGINIA

SUBDIVISIONS • WATER & SEWER • STORM DRAINAGE • BRIDGES • HIGHWAYS • CIVIL DEFENSE

Description  
JEFFERSON COMMONS  
Phase One  
117,907 Square Feet or  
2.7068 Acres

REVISED August 25, 1983  
1417 A-1  
Page 2

9. S81-53-10W 400.00 feet to the place of beginning and containing 117,907 square feet or 2.7068 acres of land.

Subject to easements and rights-of-way of record.

RESERVING, HOWEVER, a non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress being a twenty (20) foot wide traveled way, ten (10) feet on each side of the centerline hereinafter described as Part I and Part II; said traveled way being part of the above described lands.

PART I

Beginning for said centerline at a point in the second (2nd) line above, 265.20 feet from the beginning thereof and thence running

1. N 86-23-07 E 261.07 feet, and containing 5,021 square feet or 0.1153 of an acre of land.

PART II

Beginning for said centerline at a point in the third (3rd) line above, 33.11 feet from the end thereof and thence running

1. S 01-53-10 W 17.04 feet, thence by a curve to the left having an
2. Arc length of 103.85 feet, a radius of 170.00 feet and a chord bearing and distance of S 15-36-50 E 102.24 feet, thence by a curve to the right having an
3. Arc length of 74.18 feet, a radius of 170.00 feet and a chord bearing and distance of S 20-36-50 E 73.59 feet, thence
4. S 08-06-50 E 82.00 feet, thence
5. N 81-53-10 E 85.00 feet to a point in the eighth (8th) line above, 40.00 feet from the end thereof; and containing 7,241 square feet or 0.1662 of an acre of land.

FWG/fwg  
1417 #1

"EXHIBIT A-2"

Phase 2 - Miramont Villas Condominium

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RODNEY L. HANSON L.S.  
KENNETH A. SLICER L.S.  
BURTON I. STEINMAN  
KENNETH W. ASPHART

REVISED August 25, 1983  
1417 A-1

Description  
JEFFERSON COMMONS  
Phase Two  
100,013 Square Feet or  
2.2960 Acres

Being all of that piece or parcel of land situate, lying and being in Montgomery County, Maryland, and being part of the lands conveyed from Malcolm S. McConihe and Eleanor Moran McConihe, his wife, to Garnett Koiner by deed dated June 6, 1923, and recorded among the Land Records of Montgomery County, Maryland in Liber 332 at Folio 496, and being more particularly described as follows:

Beginning for same N 81-53-10 E 400.00 feet from an iron pin recovered in the easterly right-of-way of Jefferson Street, said pin being the southwesterly corner of the aforementioned lands at said Jefferson Street right-of-way, and running thence so as to cross and include part of the above-referenced lands

1. N08-06-50W 86.00 feet, thence
2. S81-53-10W 13.00 feet, thence
3. N08-06-50W 168.00 feet, thence
4. N81-53-10E 242.78 feet, thence
5. S70-11-22E 222.08 feet, thence
6. S08-06-50E 150.00 feet to the existing south boundaryline of the said above-referenced lands and running thence along said line
7. S81-53-10W 424.00 feet to the place of beginning and containing 100,013 square feet or 2.2960 acres of land.

Subject to easements and rights-of-way of record.

REGISTERED IN MARYLAND & VIRGINIA

SUBDIVISIONS • WATER & SEWER • STORM DRAINAGE • BRIDGES • HIGHWAYS • CIVIL DEFENSE



Description  
JEFFERSON COMMONS  
Phase Two  
100,013 Square Feet or  
2.2960 Acres

REVISED August 25, 1983  
1417 A-1  
Page 2

RESERVING, HOWEVER, a non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress being a twenty (20) feet wide traveled way, ten (10) feet on each side of the centerline hereinafter described; said traveled way being part of the above described lands.

Beginning for said centerline at a point in the first (1st) line above, 40.00 feet from the beginning thereof and thence running

1. N 81-53-10 E 261.54 feet, thence by a curve to the left having an
2. Arc length of 38.22 feet, a radius of 60.00 feet and a chord bearing and distance of N 63-38-10 E 37.58 feet, thence by a curve to the right having an
3. Arc length of 57.33 feet, a radius of 45.00 feet, and a chord bearing and distance of N 81-53-10 E 53.53 feet, thence by a curve to the left having an
4. Arc length of 38.22 feet, a radius of 60.00 feet, and a chord bearing and distance of S 79-51-50 E 37.58 feet, thence
5. N 81-53-10 E 37.54 feet to a point in the sixth (6th) line above, 40.00 feet from the end thereof, and containing 8,657 square feet or 0.1987 of an acre of land.

FWG/fwg  
1417 #2

"EXHIBIT A-3"

Phase 3 - Miramont Villas Condominium

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RODNEY L. HANSON L.S.  
KENNETH A. SLICER L.S.  
BURTON I. STEINMAN  
KENNETH W. KEMPART

REVISED August 25, 1983  
1417 A-1

Description  
JEFFERSON COMMONS  
Phase Three  
77,795 Square Feet or  
1.7859 Acres

Being all of that piece or parcel of land situate, lying and being in Montgomery County, Maryland, and being part of the lands conveyed from Malcolm S. McConihe and Eleanor Moran McConihe, his wife, to Garnett Koiner by deed dated June 6, 1923, and recorded among the Land Records of Montgomery County, Maryland in Liber 332 at Folio 496, and being more particularly described as follows:

Beginning for same N 85-27-29 E 617.40 feet from an iron pin set in the easterly right-of-way of Jefferson Street, said pin being the northwesterly corner of the aforementioned lands at said Jefferson Street right-of-way, and running thence so as to cross and include part of the above-referenced lands

1. S04-32-31E 78.58 feet, thence
2. S55-27-29W 65.00 feet, thence
3. S04-32-31E 110.00 feet, thence
4. S81-53-10W 201.24 feet, thence
5. N08-06-50W 14.00 feet, thence
6. S81-53-10W 44.00 feet, thence
7. N33-06-50W 45.67 feet, thence
8. S86-23-07W 68.63 feet, thence
9. N04-32-31W 181.16 feet to the existing north boundaryline of the said above-referenced lands and running thence along said line
10. N85-27-29E 392.40 feet to the place of beginning and containing 77,795 square feet or 1.7859 acres of land.

REGISTERED IN MARYLAND & VIRGINIA

Description  
JEFFERSON COMMONS  
Phase Three  
77,795 Square Feet or  
1.7859 Acres

REVISED August 25, 1983  
1417 A-1  
Page 2

Subject to easements and rights-of-way of record.

RESERVING, HOWEVER, a non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress being a twenty (20) foot wide traveled way, ten (10) feet on each side of the centerline hereinafter described; said traveled way being part of the above described lands.

Beginning for said centerline at a point in the eight (8th) line above, 33.11 feet from the beginning thereof and thence running

1. N 01-53-10 E 29.74 feet, thence by a curve to the left having an
2. Arc length of 40.39 feet, a radius of 360.00 feet and a chord bearing and distance of N 01-19-41 W 40.37 feet, thence
3. N 04-32-31 W 71.88 feet, thence
4. N 85-27-29 E 230.00 feet, thence by a curve to the right having an
5. Arc length of 44.25 feet, a radius of 70.00 feet and a chord bearing and distance of S 76-25-53 E 43.52 feet, thence by a curve to the left having an
6. Arc length of 50.57 feet, a radius of 40.00 feet and a chord bearing and distance of N 85-27-29 E 47.27 feet, thence by a curve to the right having an
7. Arc length of 35.52 feet, a radius of 70.00 feet and a chord bearing and distance of N 63-46-26 E 35.14 feet to a point in the first (1st) line of the above parcel. 38.04 feet from the end thereof; and containing 10,047 square feet or 0.2306 of an acre of land.

FWG/fwg  
1417 #3

"EXHIBIT A-4"

Phase 4 - Miramont Villas Condominium

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KENNETH E. DEN OUTER P.E.  
ROONEY L. HANSON L.S.  
KENNETH A. SLICER L.S.  
BURTON I. STEINMAN  
KENNETH W. KEPHART

REVISED August 25, 1983  
1417 A-1

Description  
JEFFERSON COMMONS  
Phase Four  
102,785 Square Feet or  
2.3596 Acres

Being all of that piece or parcel of land situate, lying and being in Montgomery County, Maryland, and being part of the lands conveyed from Malcolm S. McConihe and Eleanor Moran McConihe, his wife, to Garnett Koiner by deed dated June 6, 1923, and recorded among the Land Records of Montgomery County, Maryland in Liber 332 at Folio 496, and being more particularly described as follows:

Beginning for same N 85-27-29 E 1004.81 feet from an iron pin set in the easterly right-of-way of Jefferson Street, said pin being the northwesterly corner of the aforementioned lands at said Jefferson Street right-of-way, and running thence so as to cross and include part of the above-referenced lands

1. S04-32-31E 222.44 feet, thence
2. S81-53-10W 205.00 feet, thence
3. S08-06-50E 75.00 feet, thence
4. N70-11-22W 222.08 feet, thence
5. S81-53-10W 41.54 feet, thence
6. N04-32-31W 110.00 feet, thence
7. N55-27-29E 65.00 feet, thence
8. N04-32-31W 78.58 feet to the existing north boundaryline of the said above-referenced lands and running thence along said line
9. N85-27-29E 387.41 feet to the place of beginning and containing 102,785 square feet or 2.3596 acres of land.

Subject to rights-of-way and easements of record.

REGISTERED IN MARYLAND & VIRGINIA

SUBDIVISIONS • WATER & SEWER • STORM DRAINAGE • BRIDGES • HIGHWAYS • CIVIL DEFENSE

Description  
JEFFERSON COMMONS  
Phase Four  
102,785 Square Feet or  
1.7859 Acres

REVISED August 25, 1983  
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RESERVING, HOWEVER, a non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress being a twenty (20) foot wide traveled way, ten (10) feet on each side of the centerline hereinafter described; said traveled way being part of the above described lands.

Beginning for said centerline at a point in the eighth (8th) line of the above-described parcel, 38.04 feet from the beginning thereof and thence running by a curve to the right having an

1. Arc length of 8.73 feet, a radius of 70.00 feet, and a chord bearing and distance of N 81-53-05 E 8.72 feet, thence
2. N 85-27-29 E 217.00 feet, thence by a curve to the right having an
3. Arc length of 38.54 feet, a radius of 70.36 feet and a chord bearing and distance of S 78-50-53 E 38.06 feet, thence by a curve to the left having an
4. Arc length of 71.22 feet, a radius of 65.00 feet and a chord bearing and distance of N 85-27-29 E 67.71 feet, thence by a curve to the right having an
5. Arc length of 38.54 feet, a radius of 70.36 feet and a chord bearing and distance of N 69-45-50 E 38.06 feet, thence
6. N 85-27-29 E 20.70 feet to a point in the first (1st) line of the above-described parcel, 182.44 feet from the end thereof; containing 7,895 square feet or 0.1812 of an acre of land.

FWG/fwg  
1417 #4

"EXHIBIT A-5"

Phase 5 - Miramont Villas Condominium

HANSON & DEN OUTER, LTD. CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNING CONSULTANTS



172 ROLLINS AVE., ROCKVILLE, MD. 20852-4089

TEL. (301) 881-6770

KENNETH E. DEN OUTER P.E.  
RODNEY L. HANSON L.S.  
KENNETH A. SLICER L.S.  
BURTON I. STEINBAR  
KENNETH W. KEPHART

REVISED August 25, 1983  
1417 A-1

Description  
JEFFERSON COMMONS  
Phase Five  
82,472 Square Feet or  
1.8933 Acres

Being all of that piece or parcel of land situate, lying and being in Montgomery County, Maryland, and being part of the lands conveyed from Malcolm S. McConihe and Eleanor Moran McConihe, his wife, to Garnett Koiner by deed dated June 6, 1923, and recorded among the Land Records of Montgomery County, Maryland in Liber 332 at Folio 496, and being more particularly described as follows:

Beginning for same N 85-27-29 E 1403.15 feet from an iron pin set in the easterly right-of-way of Jefferson Street, said pin being the northwesterly corner of the aforementioned lands at said Jefferson Street right-of-way, and running thence so as to cross and include part of the above-referenced lands

1. S33-47-49E 107.00 feet, thence
2. S56-12-11W 70.00 feet, thence
3. S85-27-29W 132.06 feet, thence
4. S08-06-50E 123.65 feet, thence
5. N88-24-07W 266.75 feet, thence
6. N04-32-31W 222.44 feet to the existing north boundaryline of the said above-referenced lands and running thence along said line
7. N85-27-29E 398.36 feet to the place of beginning and containing 82,472 square feet or 1.8933 acres of land.

Subject to easements and rights-of-way of record.

REGISTERED IN MARYLAND & VIRGINIA

Description  
JEFFERSON COMMONS  
Phase Five  
82,472 Square Feet  
1.8933 Acres

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TOGETHER WITH a strip or parcel of land twenty (20) feet wide, ten (10) feet on each side of the centerline hereinafter described, in, through, over and across the aforesaid lands and being more particularly described as follows:

Beginning for the centerline of said twenty (20) foot wide strip or parcel of land at a point in the second line above said point being 33.00 feet from the beginning thereof and running thence so as to cross a part of the aforesaid lands

1. S 33-47-49 E 31.31 feet, thence
2. S 08-06-50 E 243.24 feet, thence
3. N 81-53-10 E 48.00 feet to the PC of a curve to the right having an
4. Arc length of 60.56 feet, a radius of 144.58 feet and a chord bearing and distance of S 86-06-50 E 60.12 feet, thence by a curve to the left having an
5. Arc length of 60.56 feet, a radius of 144.58 feet and a chord bearing and distance of S 86-06-50 E 60.12 feet to a point being N 33-47-49 W 16.64 feet from a point in the southerly boundary of the parcel first-mentioned above and containing 8,873 square feet or 0.2037 of an acre of land.

RESERVING, HOWEVER, a non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress being a twenty (20) foot wide traveled way, ten (10) feet on each side of the centerline hereinafter described; said traveled way being part of the above described lands.

Beginning for said centerline at a point in the sixth (6th) line of first described parcel above, 182.44 feet from the beginning thereof and thence running

1. N 85-27-29 E 362.43 feet, thence by a curve to the right having an
2. Arc length of 37.11 feet, a radius of 35.00 feet and a chord bearing and distance of S 64-10-10 E 35.39 feet, thence

Description  
JEFFERSON COMMONS  
Phase Five  
82,472 Square Feet  
1.8933 Acres

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3. S 33-47-49 E      59.12 feet, containing 9,173 square feet  
or 0.2106 of an acre of land.

FWG/fwg  
1417 #5



"EXHIBIT A-6"

Phase 6 - Miramont Villas Condominium

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KENNETH A. SLICER L.L.  
DARWIN I. STEINMAN  
KENNETH W. ALPHART

REVISED August 25, 1983  
1417 A-1

Description  
JEFFERSON COMMONS  
Phase Six  
84,589 Square Feet or  
1.9419 Acres

Being all of that piece or parcel of land situate, lying and being in Montgomery County, Maryland, and being part of the lands conveyed from Malcolm S. McConihe and Eleanor Moran McConihe, his wife, to Garnett Koener by deed dated June 6, 1923, and recorded among the Land Records of Montgomery County, Maryland in Liber 332 at Folio 496, and being more particularly described as follows:

Beginning for same N 81-53-10 E 1291.93 feet from an iron pin recovered in the easterly right-of-way of Jefferson Street, said pin being the southwesterly corner of the aforementioned lands at said Jefferson Street right-of-way, and running thence so as to cross and include part of the above-referenced lands

1. N08-06-50W 303.65 feet, thence
2. N85-27-29E 132.06 feet, thence
3. N56-12-11E 70.00 feet, thence
4. S33-47-49E 361.47 feet to the existing south boundaryline of the said above-referenced lands and running thence along said line
5. S81-53-10W 351.54 feet to the place of beginning and containing 84,589 square feet or 1.9419 acres of land.

Subject to easements and rights-of-way of record, and more specifically subject to and together with two (2) ingress and egress easements as follows:

FIRST, a strip or parcel of land twenty (20) feet wide, ten (ten) feet on each side of the centerline hereinafter described, in, through, over and across the aforesaid lands and being more particularly described as follows:

REGISTERED IN MARYLAND & VIRGINIA

Description  
JEFFERSON COMMONS  
Phase Six  
84,589 Square Feet  
1.9419 Acres

REVISED August 25, 1983  
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Page 2

Beginning for the centerline of said twenty (20) foot wide strip or parcel of land at a point in the second (2nd) line above, 33.00 feet from the beginning thereof and running thence so as to cross a part of the aforesaid lands

1. S 33-47-49 E 31.31 feet, thence
2. S 08-06-50 E 243.24 feet, thence
3. N 81-53-10 E 48.00 feet to the PC of a curve to the right having an
4. Arc length of 60.56 feet, a radius of 144.58 feet and a chord bearing and distance of S 86-06-50 E 60.12 feet, thence by a curve to the left having an
5. Arc length of 60.56 feet, a radius of 144.58 feet and a chord bearing and distance of S 86-06-50 E 60.12 feet to a point being N 33-47-49 W 16.64 feet from a point in the southerly boundary of the parcel first-mentioned above and containing 8,873 square feet or 0.2037 of an acre of land.

SECOND, A strip or parcel of land twenty (20) feet wide, ten (10) feet on each side of the centerline hereinafter described, in, through, over and across the aforesaid lands and being more particularly described as follows:

Beginning for the centerline of said twenty (20) foot wide strip or parcel of land at a point in the fourth line above, of said first described parcel, 40.00 feet from the beginning thereof and running thence so as to cross a part of the aforesaid lands.

1. N 81-53-10 W 226.71 feet to the PC of a curve to the right having an
2. Arc length of 60.56 feet, a radius of 144.58 feet and a chord bearing and distance of S 86-06-50 E 60.12 feet, thence by a curve to the left having an

Description  
JEFFERSON COMMONS  
Phase Six  
84,589 Square Feet  
1.9419 Acres

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3. Arc length of 60.56 feet, a radius of 144.58 feet and a chord bearing and distance of S 86-06-50 E 60.12 feet to a point being N 33-47-49 W 16.64 feet from a point in the southerly boundary of the parcel first-mentioned above and containing 6,957 square feet or 0.1597 of an acre of land.

RESERVING, HOWEVER, a non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress being the area of traveled way included in the two aforesaid easements containing 12,248 square feet or 0.2812 of an acre of land.

FWG/fwg  
1417 #6

"EXHIBIT A-7"

Phase 7 - Miramont Villas Condominium

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KENNETH A. SLICER L.S.  
BURTON I. STEINMAN  
KENNETH W. ASPHART

REVISED August 25, 1983  
1417 A-1

Description  
JEFFERSON COMMONS  
Phase Seven  
99,368 Square Feet or  
2.2812 Acres

Being all of that piece or parcel of land situate, lying and being in Montgomery County, Maryland, and being part of the lands conveyed from Malcolm S. McConihe and Eleanor Moran McConihe, his wife, to Garnett Koener by deed dated June 6, 1923, and recorded among the Land Records of Montgomery County, Maryland in Liber 332 at Folio 496, and being more particularly described as follows:

Beginning for same N 81-53-10 E 824.00 feet from an iron pin recovered in the easterly right-of-way of Jefferson Street, said pin being the southwesterly corner of the aforementioned lands at said Jefferson Street right-of-way, and running thence so as to cross and include part of the above-referenced lands

1. N08-06-50W 225.00 feet, thence
2. N81-53-10E 205.00 feet, thence
3. S88-24-07E 266.75 feet, thence
4. S08-06-50E 180.00 feet to the existing south boundaryline of the said above-referenced lands and running thence along said line
5. S81-53-10W 467.93 feet to the place of beginning and containing 99,368 square feet or 2.2812 acres of land.

Subject to easements and rights-of-way of record.

TOGETHER WITH a strip or parcel of land twenty (20) feet wide, ten (10) feet on each side of the centerline hereinafter described, in, through, over and across the aforesaid lands and being more particularly described as follows:

REGISTERED IN MARYLAND & VIRGINIA

SUBDIVISIONS • WATER & SEWER • STORM DRAINAGE • BRIDGES • HIGHWAYS • CIVIL DEFENSE

Description  
JEFFERSON COMMONS  
Phase Seven  
99,368 Square feet or  
2.2812 Acres

REVISED August 25, 1983  
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Beginning for the centerline of said twenty (20) foot wide strip or parcel of land at a point in the fourth line above said point being 40.00 feet from the beginning thereof and running thence so as to cross a part of the aforesaid lands.

1. N 81-53-10 W 226.71 feet to the PC of a curve to the right having an
2. Arc length of 60.56 feet, a radius of 144.58 feet and a chord bearing and distance of S 86-06-50 E 60.12 feet, thence by a curve to the left having an
3. Arc length of 60.56 feet, a radius of 144.58 feet and a chord bearing and distance of S 86-06-50 E 60.12 feet to a point being N 33-47-49 W 16.64 feet from a point in the southerly boundary of the parcel first-mentioned above and containing 6,957 square feet or 0.1597 of an acre of land.

RESERVING, HOWEVER, a non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress being a twenty (20) foot wide traveled way, ten (10) feet on each side of the centerline hereinafter described; said traveled way being part of the above described lands.

Beginning for said centerline at a point in the first (1st) line in the first parcel described above, 40.00 feet from the beginning thereof and thence running

1. N 81-53-10 E 250.36 feet, thence by a curve to the left having an
2. Arc length of 26.18 feet, a radius of 60.00 feet and a chord bearing and distance of N 69-23-10 E 25.97 feet, thence by a curve to the right having an
3. Arc length of 136.14 feet, a radius of 156.00 feet, and a chord bearing and distance of N 81-53-10 E 131.86 feet, thence by a curve to the left having an

Description  
JEFFERSON COMMONS  
Phase Seven  
99,368 Square feet or  
2.2812 Acres

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4. Arc length of 26.18 feet, a radius of 60.00 feet and a chord bearing and distance of S 85-36-50 E 25.97 feet, thence
5. N 81-53-10 E 35.00 feet, containing 9,477 square feet or 0.2176 of an acre of land.

FWG/fwg  
1417 #7

Recreation Site - Miramont Villas Condominium

"SCHEDULE A"

**HANSON & DEN OUTER, LTD.** CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNING CONSULTANTS



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BURTON I. STEINBAR  
KENNETH W. ALPHANT

May 13, 1983  
1417 A-1

Description  
JEFFERSON COMMONS  
Recreation Site  
40,607 Square Feet or  
0.9322 of an Acre

Being all of that piece or parcel of land situate, lying and being in Montgomery County, Maryland, and being part of the lands conveyed from Malcolm S. McConihe and Eleanor Moran McConihe, his wife, to Garnett Koerner by deed dated June 6, 1923, and recorded among the Land Records of Montgomery County, Maryland in Liber 332 at Folio 496, and being more particularly described as follows:

Beginning for same at an iron pin set in the easterly right-of-way of Jefferson Street, said pin being the northwesterly corner of the aforementioned lands at said Jefferson Street right-of-way, and running thence along the northerly boundary of said lands

1. N85-27-29E 225.00 feet, thence running so as to cross and include a part thereof
2. S04-32-31E 181.16 feet, thence
3. S86-23-07W 227.90 feet to the aforesaid right-of-way and running thence with same
4. N03-36-53W 177.50 feet to the place of beginning and containing 40,607 square feet or 0.9322 of an acre of land.

Subject to easements and rights-of-way of record.

FWG/fwg  
1417 WB

REGISTERED IN MARYLAND & VIRGINIA



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 JEFFERSON COMMONS JOINT VENTURE has submitted an application and required application fee for the registration of a condominium known as:

MIRAMONT VILLAS 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:

MIRAMONT VILLAS CONDOMINIUM (420 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 23 rd day of February 19 84.



Lorraine M. Sheehan  
Secretary of State