

## ARTICLE I

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

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

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

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

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

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

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

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

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

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

“ROCK CREEK APARTMENTS CONDOMINIUM ONE”

## 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 plaster and lath thereof (as the circumstances may require), to include such ceiling drywall or plaster and lath 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 plaster and lath thereof, to include the perimeter drywall or plaster and lath, 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 similar appurtenances which protrude beyond the confines of the lateral or perimetrical boundaries of the condominium unit as hereinabove described, then the lateral or perimetrical boundaries of that condominium unit shall be deemed to extend to include the area contained within such protrusions or appurtenances, and such areas shall be considered as a part of that condominium unit and not as a part of the common elements.

Equipment and appurtenances located within any condominium unit and designed or installed to serve only that unit, including without limiting the generality of the foregoing, heating equipment, mechanical equipment, 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, radiators and their appurtenances and enclosures, convector units, 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, ducts, chutes, flues, wires, conduits, pipes, hoses, vents, plenums, 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, vents, plenums, 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.

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. Without limiting the generality of the foregoing, the general common elements include the boilers, condensers and appurtenances associated with the domestic hot water system.

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 a 1/224<sup>th</sup> undivided percentage interest in the common elements of the condominium. The undivided percentage interests in the common elements shall have a permanent character and, except as specifically provided in the Condominium Act, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The undivided percentage interests in the common elements may not be separated from the condominium units to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the undivided percentage interest in the common elements appertaining to such unit, whether or not such percentage interest is expressly described or mentioned.

Section 3. Undivided Percentage Interests in Common Expenses and Common Profits. Each unit owner shall have a 1/224<sup>th</sup> undivided percentage interest in the common expenses and common profits of the condominium. The undivided percentage interests in the common expenses and common profits shall have a permanent character and, except as specifically provided in the Condominium Act, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The 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 any manner affecting a condominium unit also shall affect, in like manner, the undivided percentage interest 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 cast one vote on each question.

## ARTICLE VI

Section 1. Walkways, Streets and Roadways – Easements. Any and all sidewalks, walkways, streets and roadways within the condominium are hereby declared to be subject to a permanent and non-exclusive easement and right-of-way for the benefit of the land and premises described on “EXHIBIT A-1” attached to this Declaration and incorporated hereby by this reference, for all purposes reasonably associated with pedestrian and vehicular ingress, egress and regress to and from a public street.

Section 2. Utility Lines – Easements. There is hereby established for the benefit of the land and premises described on “EXHIBIT A-1,” attached to this Declaration and incorporated herein by this and other reference, a permanent and non-exclusive easement and right-of-way for all purposes reasonably associated with the construction, reconstruction, maintenance, inspection, repair and replacement of any and all sewer lines, water lines, electrical cables, telephone cables, storm drains, overhead or underground conduits and other pipes, cables, lines, conduits and the like which are now installed or which may in the future be reasonable and necessary in connection with utility and similar services for the benefit of the land and premises described on “EXHIBIT A-1,” in, through, under, over and across the general common elements of the condominium.

Section 3. Laundry Facilities – Easements. There is hereby established for the benefit of the land and premises described on “EXHIBIT A-1,” attached to this Declaration and incorporated herein by this and other reference, a permanent and non-exclusive easement and right-of-way for ingress, egress and regress to and from, and for the use in common with the unit owners of the condominium, of all laundry equipment (including, without limitation, washers, dryers and the like) now installed or which in the future may be installed upon the general common elements of the condominium; provided, however, that nothing contained in this Section 3 shall be construed to impose any obligation upon the Council of Unit Owners to maintain any such laundry equipment upon the general common elements of the condominium.

Section 4. Domestic Hot Water (Benefit of Condominium Three) – Easements and Contribution.

(a) There is hereby established for the benefit of the land and premises described on “EXHIBIT A-1,” attached to this Declaration and incorporated herein by this and other reference, a permanent and non-exclusive easement and right-of-way for all purposes associated with the reconstruction, maintenance, inspection, repair, replacement and uninterrupted use and operation of any and all boilers, condensers, fire boxes, pipes, burners, pumps, compressors, strainers, heaters, tanks, motors, generators, fittings and related apparatus, whether now installed or which may in the future be installed within or upon the condominium, which are reasonable and necessary to provide continuous and uninterrupted ordinary domestic hot water service to the fifty-four (54) dwelling units situate upon the land and premises described on “EXHIBIT A-1” and including (without limiting the generality of the foregoing) continuous and uninterrupted ordinary domestic hot water service to all lavatories, bathtubs and showers, and to all kitchen sinks now or in the future located within or upon the land and premises described on “EXHIBIT A-1.” The easements and right-of-way herein established shall be liberally construed to accommodate the purpose of providing ordinary domestic hot water service to the fifty-four (54) dwelling units situate upon the land and premises described on “EXHIBIT A-1.” The easement and right-of-way herein established is permanent and is not subject to suspension or termination except by instrument in writing executed and acknowledged by every person having an interest of record in the land and premises described on “EXHIBIT A-1,” which instrument is not effective except upon recordation among the Land Records for Montgomery County, Maryland.

(b) Nothing contained in this Section 4 shall be construed in a manner which makes either the Council of Unit Owners or any unit owner a guarantor of domestic hot water service to the land and premises described on “EXHIBIT A-1” and the Council of Unit Owners and the unit owners are not liable for any failure of the domestic hot water service to the land and premises described on “EXHIBIT A-1” except for acts or omissions which are deliberate or grossly negligent. No diminution or abatement of the contribution provided for in subparagraph (c) hereof shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to any of the apparatus hereinabove referred to or from any action taken by the Council of Unit Owners to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority having or claiming jurisdiction over the subject matter.

(c) The owners of the land and premises described on "EXHIBIT A-1," their successors and assigns, are obligated to pay to the Council of Unit Owners, from time to time, a sum equivalent to 8.77 percent of the costs actually incurred by the Council of Unit Owners for fuel for any boiler or boilers located within or upon the condominium and which are reasonable and necessary to provide continuous and uninterrupted ordinary domestic hot water service to the fifty-four (54) dwelling units situate upon the land and premises described on "EXHIBIT A-1." Any failure or failures on the part of the owners of the land and premises described on "EXHIBIT A-1" to make such payment when requested shall not, however, entitle the Council of Unit Owners to suspend or terminate the easement and right-of-way provided for in this Section 4. The obligation of the owners of the land and premises described on "EXHIBIT A-1" to make payments to the Council of Unit Owners as aforesaid shall be a personal obligation and the Council of Unit Owners may maintain a suit to recover a money judgment for non-payment.

Section 5. Cold Water – Contribution.

(a) Washington Suburban Sanitary Commission Meter No. 05935339 serves eighty-two (82) of the condominium units in the condominium and all fifty-four (54) of the dwelling units situate upon the land and premises described on "EXHIBIT A-1." The meter is located upon the land and premises described on "EXHIBIT A-1" and service to that meter will be billed to the owner of the land and premises described on "EXHIBIT A-1." A permanent and non-exclusive easement and right-of-way has been or will be established over the land and premises described on "EXHIBIT A-1" for the benefit of the condominium and relating to the meter and associated water lines.

(b) The owners of the land and premises described on "EXHIBIT A," their successors and assigns, are obligated to pay to the owners of the land and premises described on "EXHIBIT A-1," their successors and assigns, a sum equivalent to 60% of all charges from time to time billed to the meter hereinabove referenced by the Washington Suburban Sanitary Commission, whether for user charges, taxes or the like. All such charges shall be collected from the unit owners by the Council of Unit Owners as a common expense. The obligation of the owners of the land and premises described on "EXHIBIT A" to make the payments provided for in this subparagraph (b) is a personal obligation and a suit to recover a money judgment for non-payment may be maintained by the owners of the land and premises described on "EXHIBIT A-1."

ARTICLE VII

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

In the event any portion of the condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed as authorized in the By-Laws of the Council of Unit Owners and the

Condominium Act, the encroachment of any portion of the common elements upon any condominium unit or any portion of the common elements due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building stands.

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

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

## ARTICLE VIII

Section 1. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council of Unit Owners, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances (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 and replace any plumbing and electrical fixtures, plenums, heating equipment, radiators, convactor units, lighting fixtures, refrigerators, ranges, range hoods, and other equipment and appliances 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.

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

Section 4. Easement for Utilities and Related Purposes. The Council of Unit Owners is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and rights-of-way over the general common elements for sewer lines, water lines, electrical cables, telephone cables, CATV cables, gas lines, storm drains, overhead or underground conduits and such other purposes related to the provision of public utilities and the like to the condominium and the land and premises described on "EXHIBIT A-1" attached hereto as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or as may be considered reasonable and necessary by the Declarant or the owner or owners of the land and premises described on "EXHIBIT A-1" attached hereto for the preservation of the health, safety, convenience and welfare of the Declarant and the owners of the land and premises described on "EXHIBIT A-1" attached hereto.

## 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 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. 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 interest 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 assessment as provided in the By-Laws; or

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

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

Section 4. 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. 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 LaVAY ROCKCREEK, 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 GERARD M. LaVAY, its President, attested by JOSEPH M. KYLE, its (Assistant) Secretary, and which does hereby appoint the said GERARD M. LaVAY 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 hereinabove written.

LaVAY ROCKCREEK, INC.

ATTEST:

(SEAL)

/s/  
Joseph H. Kyle, (Asst.) Secretary

By: /s/  
Gerard H. LaVay, President



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:

1827 Jefferson Place, NW  
Washington, D.C. 20036

- (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.

8327 Grubb Road (et seq.)  
Silver Spring, Maryland 20910

- (e) The parcel identifier:

Part of 13-1-977207

“EXHIBIT A”

ROCK CREEK APARTMENTS CONDOMINIUM ONE

Part of Block 1, Rock Creek Gardens as shown and recorded in Plat Book 29 at Plat 1812 among the Land Records of Montgomery County, Maryland.

BEGINNING for the same at the southeasternmost corner of Block 1, Rock Creek Gardens, said corner being on the northwesterly margin of Washington Ave., thence leaving said easterly margin and with part of the outlines of said Block 1

1. North 44°54'28" West 181.18 feet, thence
2. North 59°17'00" West 164.86 feet, thence
3. South 45°05'32" West 350.00 feet to a point on the northerly margin of Grubb Road, thence with said northerly margin and with the arc of a curve to the right whose radius is 4961.44 feet
4. an arc distance of 300.18 feet, and a chord bearing and distance of North 54°11'50" West, 300.14 feet, thence
5. North 52°27'50" West 55.73 feet, thence with an arc of a curve to the right whose radius is 20.00 feet
6. an arc distance of 35.10 feet and a chord bearing and distance of North 02°11'30" West 30.76 feet to a point on the southeasterly margin of Colston Drive, said point being at the northerly end of a fillet curve at the northeasterly corner of the intersection of Grubb Road. Thence with the southeasterly margin of Colston Drive
7. North 48°04'50" East 369.47 feet, thence with the arc of a curve to the right whose radius is 351.50 feet
8. an arc distance of 202.77 feet and a chord bearing and distance of North 64°36'25" East 199.97 feet, thence
9. North 81°08'00" East 358.60 feet, thence with the arc of a curve to the right whose radius is 750.00 feet
10. an arc distance of 190.00 feet and a chord bearing and distance of North 88°23'27" East 189.49 feet, thence crossing to include a part of Block 1
11. South 05°38'54" West 154.16 feet, thence
12. South 45°05'32" West 200.44 feet, thence

13. South  $44^{\circ}54'28''$  East 190.00 feet to a point on the northwesterly margin of Washington Ave., 60 feet wide, thence with said northwesterly margin
14. South  $45^{\circ}05'32''$  West 240.00 feet to the beginning containing 8.68715 acres, all per description prepared by James M. Fowler, Jr., Registered Land Surveyor, Rockville, Maryland, dated the 23<sup>rd</sup> day of February, 1982.

“EXHIBIT A-1”

ROCK CREEK APARTMENTS CONDOMINIUM TWO

Part of Block 1, Rock Creek Gardens as shown and recorded in Plat Book 29 at Plat 1812 among the Land Records of Montgomery County, Maryland.

Beginning for the same at a point on the westerly margin of Washington Avenue, said point being the southern end of a fillet curve at the southwest corner of the intersection of Colston Drive and Washington Avenue, thence with the westerly margin of Washington Avenue

1. South 29°39'00" West 45.23 feet, thence with the arc of a curve to the right whose radius is 938.00 feet
2. an arc distance of 252.81 feet and a chord bearing and distance of South 37°22'16" West 252.04 feet, thence
3. South 45°05'32" West 144.14 feet, thence leaving the westerly margin of Washington Avenue and crossing to include a part of Block 1, Rock Creek Gardens
4. North 44°54'28" West 190.00 feet, thence
5. North 45°05'32" East 200.44 feet, thence
6. North 05°38'54" East 154.16 feet to a point on the southerly margin of Colston Drive, thence with said southerly margin and the arc of a curve to the right whose radius is 750.00 feet
7. an arc distance of 149.76 feet and a chord bearing and distance of South 78°37'53" East 149.51 feet, thence
8. South 72°54'40" East 100.82 feet, thence with the arc of a curve to the right whose radius is 20.00 feet
9. an arc distance of 35.80 feet and a chord bearing and distance of South 21°37'50" east 31.21 feet. The beginning, containing 1.97805 acres, all per description prepared by James M. Fowler, Jr., Registered Land Surveyor, Rockville, Maryland, dated the 17<sup>th</sup> day of February, 1982.