

2002 SEP 20 A 8:36 AM

Re-recorded with previously omitted exhibits. T7C

DECLARATION OF CONDOMINIUM
AUTUMN GLEN CONDOMINIUM

FILED
MOLLY O. RUHL
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

THIS DECLARATION OF CONDOMINIUM is made this 29th day of August, 2002, by Autumn Glen, LLC, a Maryland limited liability company, hereinafter sometimes referred to as the "Grantor".

WITNESSETH:

WHEREAS, the Grantor is the owner, in fee simple, of that certain real property located in Montgomery County, Maryland, described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Grantor has constructed, or will construct, upon the Property two (2) condominium buildings (hereinafter collectively referred to as the "Building") containing fourteen (14) condominium units ("Units"); and

WHEREAS, the Grantor desires to, and by these presents does hereby, submit the said Property, together with the Building erected thereon, into a condominium regime pursuant to the provisions of the Real Property Article of the Annotated Code of Maryland, Section 11-101, et seq., (1996 Repl. Vol.) ("the Maryland Condominium Act"); and

WHEREAS, the Grantor has heretofore filed in the Office of the Clerk of the Circuit Court for Montgomery County, Maryland, Condominium Plats entitled "Autumn Glen Condominium Phase One", consisting of three (3) sheets (the "Plats"), prepared by Loiederman Soltész Associates, which Plats are recorded in Condominium Plat 8224, et seq, which Plats are incorporated herein and, by this reference, made a part of this Declaration.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby declares that all of the Property described in Exhibit "A," attached hereto, together with all improvements heretofore and hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated or 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 Autumn Glen Condominium, Inc., (the "By-Laws"), attached hereto as Exhibit "B," and incorporated herein, all of which are declared and agreed to be in aid of a plan for the improvement of said Property and the division thereof into Condominium Units, and shall be deemed to run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Grantor, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements.

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

RECORDING FEE 75.00
IMP FD SURE \$ 5.00
TOTAL 80.00
Rec'd MORS Rec'd # 45537
MOR LK Blk # 7429
SEP 20, 2002 08:32 am

RECORDED
MOLLY O. RUHL
CLERK'S OFFICE
MONTGOMERY COUNTY, MD
SEP 20, 2002
09:22 am
Blk # 4886
Blk # 4940

2002 OCT -9 A 9:21 AM

75.-
5.-
10/9/02

A. "Unit" or "Condominium Unit" means a three (3) dimensional area, as defined by the Maryland Condominium Act and this Declaration, and consists of anyone of those parts of the Building which is, or Buildings which are, separately described on the Plats and in Paragraph 3 below.

B. "Condominium" or "Condominium Project" means the property subject to this Declaration.

C. "Unit Owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any legal combination thereof, which owns a Condominium Unit within the Condominium Project, provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which holds such an interest solely as security for the payment of a debt or performance of an obligation shall not be a Unit Owner solely by reason of such interest.

D. "Common Elements" means all of the Condominium except the Units.

E. "General Common Elements" means all of the Common Elements except the Limited Common Elements.

F. "Limited Common Elements" means those Common Elements identified in this Declaration or in the Plats as reserved for the exclusive use of one (1) or more, but less than all, of the Unit Owners.

G. "Common Expenses" and "Common Profits" means the Expenses and Profits, respectively, of the Council of Unit Owners.

H. "Council of Unit Owners" means the governing body of the Condominium, having the name of Autumn Glen Condominium, Inc., which is comprised of all Unit Owners of the Condominium.

I. "Percentage Interest" means the interest expressed as a fraction, established in accordance with Paragraph 5 below.

J. "Mortgagee" means the holder of any recorded Mortgage, or the Beneficiary of any recorded Deed of Trust, encumbering one (1) or more Units.

K. "Eligible Mortgagee" means the holder, insurer or guarantor of a first Security Interest in a Unit which has notified the Council of Unit Owners, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described herein. By example, a list of potential Eligible Mortgagees may include, but is not limited to, the Federal National Mortgage Association ("Fannie Mae" or "FNMA"), the Federal Home Loan

Mortgage Corporation ("Freddie Mac" or "FHLMC"), the Government National Mortgage Association ("GNMA"), the U.S. Department of Housing and Urban Development ("FHA"), and the Veterans Administration ("VA"). Wherever in the Condominium Documents the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which, in the aggregate, have allocated to them such specified percentage of votes in the Council of Unit Owners when compared to the total percentage allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

L. "Security Interest" means an interest in real estate or personal property, created by contract or conveyance, which includes a lien created by a Mortgage, Deed of Trust, Trust Deed, Security Deed, Contract for Deed, Land Sales Contract, Lease intended as security, Assignment of Lease or Rents intended as security, pledge of an Ownership Interest in the Condominium, and any other consensual lien or title retention contract intended security for an obligation.

M. "Homeowners Association" shall mean and refer to Autumn Glen Homeowner's Association, Inc.

2. Name of Condominium. This Condominium shall be known as "Autumn Glen Condominium."

3. Condominium Property and Description of Condominium Units. The property which is, and shall be, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration and the provisions of the Maryland Condominium Act is located Montgomery County, Maryland, and is more particularly described on Exhibit "A," attached hereto, and by this reference made a part hereof. Annexed hereto, and made a part hereof, as Exhibit "C," is a list of all Units in the Building, their Unit designations, and the Percentage Interest of each Unit in the Common Elements. The approximate areas and elevations of the Units, the Building, the Property and the immediate Common Elements to which each Unit has access is shown on the Plats. Each Condominium Unit in the Building shall consist of an enclosed space of one (1) or more rooms, occupying part of one (1) floor in the Building of one or more floors or stories. The lower vertical boundary of any such Condominium Unit is a horizontal plane or planes, the elevation of which coincides with the lower surfaces of the finished flooring, extending to intersect the lateral boundaries thereof. The upper vertical boundary is a horizontal plane or planes, the elevation of which coincides with the unexposed upper surface of the ceiling dry wall, extending to intersect the lateral boundaries thereof. The lateral boundaries are the vertical planes coinciding with the unexposed surfaces of the interior perimeter dry-walls, extending to intersect the upper and lower boundaries thereof and the other lateral boundaries of the Unit. If any wall corresponding to the boundary lines of the Units shown on the Plats in fact is not comprised of dry-wall, as in the case of Units with fireplaces, then the lateral boundary for that part of the Unit is the vertical plane coinciding with the exterior surface of the firebox. All lath, furring, wallboard, plasterboard,

plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof, are a part of the Unit, and all other portions of the perimeter walls, floors or ceilings are a part of the Common Elements. Except for the Common Elements, as hereinafter described and/or as shown on the Plats, each Condominium Unit shall include all the space, facilities and equipment located within the area above described for such Unit. In Units with fireplaces, the firebox, hearth, and that portion of the flue located within the Unit, are a part of that Unit. If any chute, flue, duct, wire, pipe, vent, conduit or any other fixture lies partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit is a part of that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. The doors and windows of a Unit shall be included within the Unit. All spaces, interior partitions and other fixtures within the boundaries of a Unit are a part of that Unit.

4. Common Elements. The Common Elements include all of the Condominium except the Condominium Units. The Common Elements are divided into Limited Common Elements and General Common Elements.

A. General Common Elements. The General Common Elements shall include the real property, improvements, facilities, and systems described in Exhibit "A" and the Plats, which are not a part of any Condominium Unit and which are not designated "Limited Common Elements." The General Common Elements shall include, but not be limited to, streets, curbs, sidewalks, walks, parking areas, playareas, lawn and garden areas, trees, shrubbery, foundations, stairwells and stairways, hallways and roofs. The General Common Elements shall also include the components of the electrical power, water, telephone and sewer systems, which are not located within, or partially within, any Unit or which are located within the Unit but serve more than one Unit or the Common Elements, including, without limitation, the pipes, ducts, vents (including dryer vent and bathroom fan vent), water mains, chutes, conduits, utility mains, storm drainage, sewer pipes, cables and wires which are a part of said systems.

B. Limited Common Elements. The Limited Common Elements include those designated as such on the Plats, such as balconies and patios/terraces, and, as Limited Common Elements, are reserved for the exclusive use of the Owners of the Unit or Units to which they are declared to be appurtenant by appropriate designation on the Plats. If no such designation is made on the Plats, then the Limited Common Elements shall be deemed appurtenant to the Unit(s) to which they are adjacent or which they are rationally intended to serve and benefit. The Limited Common Elements appurtenant to a Unit shall include the portion of the fireplace flue which is located outside of the Unit containing the fireplace it serves. The lateral boundaries of the Limited Common Elements are the vertical planes coinciding with the outermost boundary of the Limited Common Elements, as shown on the Plats. The upper and lower vertical boundaries of all Limited Common Elements except the fireplace flues are horizontal planes, the elevations of which coincide with the upper and lower vertical boundaries of the Units appurtenant thereto. Any shutters, balconies, patios and all exterior doors and windows or other fixtures designated to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements,

allocated exclusively to that Unit. The Limited Common Elements shall not include any utility mains, pipes, ducts, water mains and other utility lines which may lie within the boundaries of the Limited Common Elements. Said utility mains, pipes, etc., shall remain Common Elements and, as such, shall not be obstructed, damaged or interfered with by any Unit Owner. Any Unit Owner of a Unit to which the use of any Limited Common Element is restricted may grant, by Deed, the use of the Limited Common Element to any other Unit Owner. Thereafter, the grantor shall have no further right to use the Limited Common Element.

5. Percentage Interests and Voting Rights.

A. The Condominium Units. Each Condominium Unit shall have the same incidents as real property.

B. Undivided Percentage Interests in Common Elements, Common Expenses and Common Profits. Each Unit Owner shall own an Undivided Interest in the Common Elements, Common Expenses and Common Profits of the Condominium, equal, from time to time, to a fraction, the numerator of which is always "1" and the denominator of which is the number of Condominium Units, from time to time, contained within the Condominium, as more fully set forth, by way of example and not by way of limitation, on Exhibit "C" attached hereto, and by this and other references made a part hereof. The Undivided Percentage Interests in the Common Elements, Common Expenses and Common Profits shall have a permanent character and, except as specifically provided in the Condominium Act or in 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 Interest in the Common Elements, 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 Individual Percentage Interest in the Common Elements, Common Expenses and Common Profits appertaining to such Unit, whether or not such Percentage Interest is expressly described or mentioned. Any conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of a Percentage Interest shall be void unless the Unit to which such Interest is appurtenant is also transferred.

C. Maximum and Minimum Percentage Interest. Upon recordation of the Declaration, each Unit Owner shall have a Percentage Interest in the Common Elements, Common Expenses and Common Profits equal to one fourteenth (1/14th). This is the maximum Percentage Interest that each Unit Owner shall own. In the event that the Condominium is fully expanded, in accordance with the provisions of Paragraph 7 hereof, each Unit Owner shall have a Percentage Interest in the Common Elements, Common Expenses and Common Profits equal to one fourteenth (1/14th). This is the minimum Percentage Interest that each Unit Owner may own.

D. Votes. Each Unit shall have one (1) vote appurtenant to it, which vote cannot be separated from the Unit to which it is appurtenant.

E. Voting Rights. At any meeting of the Council of Unit Owners, each Unit shall be entitled to cast one (1) vote on each question which comes before the meeting.

6. Covenant Against Partition. The Common Elements shall remain undivided. No Owner of any Condominium Unit, or any other person, shall bring any action for partition or division thereof, except as may be provided for herein and in the Maryland Condominium Act.

7. Expansion of Condominium.

A. Reservation of Right to Expand. Grantor reserves the right to expand the Condominium, without the consent of the Unit Owners or Mortgagees, by annexing to the Property addition land and improvements. This right to expand the Condominium shall expire seven (7) years from the date of the recording of the Declaration.

B. Conditions -Maximum Number of Units. The Condominium may be expanded any number of times, in accordance with this Paragraph, by the addition of various sections of the land described in Exhibit "D" attached hereto, and made a part hereof. The outline of the land comprising the expanded Condominium, and the Building(s) and Common Elements located, or to be located thereon, are shown on Exhibit "E" attached hereto, and made a part hereof.

The total number of Units which may be contained in the Condominium shall be fourteen (14).

Following each expansion of the Condominium, each Unit Owner within the Condominium shall have that Percentage Interest in the Common Elements, Common Expenses and Common Profits and voting rights as set forth in Paragraph 5 above.

In the event that the Grantor expands the Condominium, all improvements shall be substantially similar in quality of construction to the existing Condominium. In addition, all improvements within expansion phases shall be substantially completed prior to annexation. The Grantor reserves the right to modify the architectural type, style, size and floor plans of the Units and Building(s) within any property annexed into the Condominium.

C. Recordation of Supplements to the Declaration and the Plats. The expansion of the Condominium by the addition of sections shall not be effective until Grantor records, in the Land Records of Montgomery County: (i) a Supplementary Declaration, showing the new Percentage Interests of the Unit Owners in the Common Elements, Common Expenses and Profits, and the number of votes appurtenant to each Unit, as expanded; and (ii) a supplement to the Plats, which includes the detail and information concerning the new section, as is required to be included in the original Plats by the Maryland Condominium Act.

D. Reallocation of Percentage Interests. Upon recordation of the proper

Supplementary Declaration and Plats, each Unit Owner, by operation of law, shall have the Percentage Interest in the Common Elements, and in the Common Expenses and Common Profits, and the number of votes, as set forth in said Supplementary Declaration. The interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests in the Common Elements appurtenant to the Unit on which it has a lien. Any Deed for any Condominium Unit shall be delivered subject to a conditional limitation that the Percentage Interest appurtenant to such Condominium Unit shall be automatically reallocated, pro tanto, upon the recordation of such Supplementary Declaration.

E. Order of Expansion. 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 Grantor to annex to the land and improvements described on Exhibit "A" attached hereto, and thereby to submit to each and everyone of the provisions of this Declaration and the Condominium Act such other parcels of land (with improvements) described on Exhibit "D" attached hereto, and by this and other references made a part hereof, as more fully provided for in this Paragraph, may be exercised in such order or sequence, and in such increments and with such configurations and areas, as the Grantor may, from time to time, consider appropriate.

F. Reservation of Power of Attorney. There is hereby reserved unto the Grantor an irrevocable power of attorney, with full power of substitution, coupled with an interest, for the purpose of reallocating the Percentage Interest and voting rights appurtenant to each of the Condominium Units in the Condominium, in accordance with the provisions of this Declaration, and to execute, acknowledge and deliver such further instruments as may, from time to time, be required in order to accomplish the purposes of this Paragraph. Each Unit Owner and each Mortgagee of a Condominium Unit in the Condominium shall be deemed to have acquiesced in the recordation of Supplements to this Declaration and to the Condominium Plat for the purpose of adding additional Condominium Units and Common Elements to the Condominium, as set forth above, and shall be deemed to have granted unto the Grantor an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such Supplements, and each such Unit Owner and Mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Grantor, its successors or assigns, to properly accomplish such Supplements.

G. 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 Paragraph. 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 Paragraph. 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

Paragraph.

H. Expansion- Rights of VA and FHA. So long as any mortgage secured by any Condominium Unit in the Condominium is guaranteed by the VA or the FHA, the rights reserved to Grantor in paragraph 7 of this Declaration may be exercised only in accordance with a plan for the total development of the Condominium approved by the VA and/or the FHA, as applicable. Copies of the Supplementary Declaration and Supplement to the Condominium Plat annexing additional property to the Condominium shall be provided to the VA and/or FHA, as applicable. In addition, so long as any mortgage secured by any Condominium is guaranteed by the VA or the FHA, the Condominium shall not merge with any other organization without the prior written approval of the VA and/or the FHA, as applicable.

8. Assessments.

A. Covenant for Maintenance Assessments. Each Owner of any Unit within the Condominium, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Condominium: (1) annual assessments or charges (which assessments or charges are intended to include assessments and charges due to the Homeowners Association), and (2) special assessments for capital improvements, such assessments to be fixed, established and collected, from time to time, as hereinafter provided. The annual and special assessments, together with such interest thereon, late charges, attorneys' fees and costs of collection thereof, as hereinafter provided, shall be a charge on the land, and shall be a lien upon the property against which each such assessment is made, in accordance with the By-Laws. Each such assessment, together with such interest thereon, late charges, attorneys fees and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

B. Purpose of Assessments. The assessments levied under this Paragraph shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Condominium and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for such other needs as may arise.

C. Annual Assessments. The annual assessments for the Condominium shall be established in accordance with Article IX of the By-Laws of the Condominium.

The annual assessments for the Homeowners Association shall be established in accordance with Article V of the Declaration of the Homeowners Association.

D. Commencement of Assessments. Assessments shall be levied, and become a

charge, against each Condominium Unit beginning on the date that the Declaration or Supplementary Declaration (as applicable) and the as-built Condominium Plat describing such Unit are recorded among the Land Records of Montgomery County, Maryland.

E. Working Capital Fund. At the time of the conveyance of each Unit by the Grantor to an Owner, each such Owner shall pay to the Council of Unit Owners a non-refundable contribution to the Condominium's Working Capital Fund in an amount equal to two (2) monthly installments of the annual assessment. This payment shall be in addition to, and shall not be credited toward, the annual assessment due from each Owner. The Working Capital Fund shall be maintained by the Condominium, and shall be used by the Condominium to assist in defraying its initial and ongoing expenses. When control of the Council of Unit Owners is transferred to the Unit Owners, if the Working Capital Fund is not already held within a segregated account, the Working Capital Fund shall be transferred to the Council of Unit Owners for deposit to a segregated fund. Notwithstanding anything to the contrary contained herein, the Grantor may not use any portion of the Working Capital Fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Council of Unit Owners.

9. Easements.

A. Encroachments. If any portion of any Common Element encroaches on any Unit, or if any portion of a Unit encroaches on any Common Element or any other Unit, as a result of the duly authorized construction, reconstruction, repair, shifting, settlement or movement of any portion of the Condominium, 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 Unit, any adjoining Unit, or any adjoining Common Element shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then constructed, re-constructed or repaired, encroachment of parts of the Common Elements resulting from such re-construction, construction or repair shall be permitted, and valid easements for such encroachment, and the maintenance thereof, shall exist so long as the encroaching improvements shall stand.

The grant or other disposition of a Condominium Unit shall include and grant, and be subject to, any easement arising under the provisions hereof, without specific or particular reference to the easement.

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 re-constructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settling or lateral movement of any Buildings and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any Condominium Unit.

B. Easements for Ingress and Egress. Each of the sidewalks, lanes, driveways, paved areas, roadways and General Common Elements, whether subject to the Declaration or subject to annexation pursuant to the provisions of Paragraph 7 hereof, and whether located within that property described on Exhibit "A" hereto, as amended from time to time, or within that property described on Exhibit "D" hereto, shall be subject to an easement in favor of all of the Unit Owners for reasonable and necessary pedestrian and vehicular ingress to and egress from the improvements, and to and from public and private roadways and streets. Each Unit Owner shall have a right of ingress to and egress from such Unit Owner's Unit. No action shall be taken by the Grantor, any other Owner, the Council of Unit Owners or the Board of Directors of the Council of Unit Owners to hinder or otherwise impair an Owner's access to such Owner's Condominium Unit.

C. Easement for Support and Access. Each Unit Owner shall have an easement in common with the Owners of all other Units for the use of any pipes, wires, ducts, flues, chutes, cables, conduits, public utility lines and other Common Elements located in any of the other Units to serve his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units for the use of any pipes, ducts, flues, chutes, cables, wires, conduits, public utility lines and other Common Elements which serve such other Units but are located in such Unit. Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Elements.

D. Easements, Rights-of-Way, Licenses. The Board of Directors of the Council of Unit Owners may grant specific easements, rights-of-way, licenses, and similar interests affecting the Common Elements for public utilities or other public purposes consistent with the use of the Common Elements by the Condominium, pursuant to the provisions contained in the Maryland Condominium Act.

E. Easement for Utilities and Related Purposes. Council of Unit Owners is authorized and empowered to grant (and shall, from time-to-time, grant) such licenses, easement rights-of-way over the General Common Elements for sewer water lines, electrical cables, telephone cables, CATV cables lines, storm drains, overhead or underground conduits and other purposes related to the provision of public utilities and the like to the Condominium as may be considered necessary appropriate by the Board of Directors for the orderly maintenance preservation and enjoyment of the Common Elements or preservation of the health, safety, convenience and welfare of the Owners of the Condominium Units or Grantor; provided, however, any such grant is made pursuant to the provisions of Condominium Act.

10. Rights of the Washington Suburban Sanitary Commission ("WSSC"). Each present and future Owner and, if applicable, tenant(s) of each Unit Owner, shall acknowledge, and take title subject to, the obligation for payment by each Unit Owner of a front-foot benefit charges, connection charges, service charge, other charges, if any, levied by the WSSC, based upon water and sewer front-foot allocations made by the WSSC and commensurate with the life

of the Bonds issued for the construction of said water and/or sewer lines, as applicable, or as may otherwise be determined by the WSSC.

Each present and future Unit Owner and, if applicable, tenant(s) of each Unit Owner, shall grant a right of access to his Unit to the management agent employed by the Council of Unit Owners, and/or any other person authorized by the Council of Unit Owners, for the purpose of making inspections of the plumbing system or for the purpose of correcting any plumbing problems in any Unit which might affect that Unit, any other Unit in the Building or any of the Common Elements. In the event of an emergency, such entry shall be, immediate, whether or not the Unit Owner or tenant is present. The management agent, or other authorized person, may permit employees of the WSSC to enter the premises for the purpose of making corrections in order to protect the WSSC's water and sewer system. The provisions of this Paragraph shall not be deemed to alter the responsibilities of the Council of Unit Owners, and/or any Unit Owner, for the maintenance and repair of the Units and/or Common Elements, as specified elsewhere in this Declaration or in the By-Laws.

11. Rights of the Maryland-National Capital Park and Planning Commission ("Commission**" herein).** Any other provision of this Declaration, the By-Laws or Articles of Incorporation of the incorporated Council of Unit Owners to the contrary notwithstanding, unless otherwise provided by statute or, in the case of condemnation or insurable loss to the Units and/or Common Elements, neither the Owners, the Board of Directors of the Council of Unit Owners nor the Council of Unit Owners shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

- A. make any annexation or additions, other than as provided for pursuant to Paragraph 7 of this Declaration; or
- B. abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Elements; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Elements by the members of the Council of Unit Owners shall not require the consent of the Commission; or
- C. abandon or terminate the Condominium; or
- D. modify or amend any material or substantive provision of this Declaration, the By-Laws or the Articles of Incorporation of the Council of Unit Owners; or
- E. merge or consolidate the Council of Unit Owners with any other entity, or sell, lease, exchange or otherwise transfer all, or substantially all, of the assets of the Council to any other entity; or
- F. substantially modify the method of determining and collecting

assessments, as provided in this Declaration or the By-Laws.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

12. Maintenance Responsibility.

A. Unit Owner's 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 his Condominium Unit and any and all equipment, appliances or fixtures therein situate, 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, 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 or replace any plumbing and electrical fixtures, water heaters, fireplaces, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and other equipment that may be in, or declared to be appurtenant to, such Condominium Unit. The Owner of any Condominium Unit shall also, at his own expense, keep any Limited Common Elements which may be appurtenant to such Condominium Unit and reserved for his exclusive use in a clean, orderly and sanitary condition, free of debris and ice and snow.

Each Unit Owner shall perform his responsibilities hereunder in such a manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Council of Unit Owners is responsible.

B. Council of Unit Owners' Duty to Maintain. Except for maintenance requirements herein imposed upon the Owners, the Council of Unit Owners shall, as a Common Expense, maintain, repair and replace, as necessary, the Common Elements.

C. Damage by Unit Owner. Each Unit Owner shall be responsible, and, promptly after demand, shall reimburse the Council of Unit Owners, for the cost of maintaining, repairing or replacing any damage to the Common Elements or any portion of each Unit Owner's Unit required to be maintained, repaired or replaced by the Council of Unit Owners which is caused by the negligence, misuse or neglect of such Unit Owner. Such reimbursement shall be collected by the Council of Unit Owners from the Unit Owner obligated therefor, in the same manner as set forth in Article IX of the By-Laws for the collection of common charges.

D. Windows and Doors. The Owner of any Condominium Unit shall, at his own expense, clean and maintain the interior surfaces of all windows of such Condominium Unit and, except as hereinafter set forth, shall, at his own expense, clean, maintain and replace, as

necessary, 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 balcony, patio/terrace, or the like appurtenant to such Condominium Unit and designated herein or in the Condominium Plat as a Limited Common Element reserved for the exclusive use of the Owner of that particular Condominium Unit. The Council of Unit Owners shall, as a Common Expense, clean the exterior surfaces of all windows of the Condominium Building and, except as set forth in Sub-Paragraph C above, shall replace, as necessary, broken windows within the Buildings. The Council of Unit Owners shall also, as a Common Expense, clean and periodically re-paint, as it deems necessary, the exterior surface of the door of each Unit which opens on the shared stairway, stairwell or hallway.

E. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality.

F. Access at Reasonable Times. The Council of Unit Owners, or its designee, including the management agent, 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, or devaluation of 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 Sub-Paragraph may be considered a trespass, and the Council of Unit Owners shall be held harmless for any action it may take in good faith in reliance upon the provisions here.

13. Reservation of Rights to Grantor.

A. Easement to Grantor. There is hereby reserved to the Grantor, its employees, agents, contractors and invitees, a non-exclusive easement over all of the General Common Elements of the Condominium for purposes of ingress, egress, regress, parking, storage of building supplies, materials and equipment and, without limitation, for any and all purposes reasonably related to the completion of the marketing, sale, inspection, construction, rehabilitation, restoration, repair and management of the Condominium. As used in this Paragraph, and anything contained in this Declaration to the contrary notwithstanding, the expression "Grantor" shall include and mean those successors and assigns of the Grantor to whom the Grantor shall specifically assign the easement reserved in this Paragraph, and shall include and mean the respective employees, agents, contractors and invitees of such successors and assigns. In the event that, in the exercise of the foregoing reserved easement right, the Grantor, its successors and/or assigns, and its or their employees, agents, contractors or invitees, damages any portion of the Common Elements or of any Unit within the Condominium, the party responsible for such damage shall be obligated to restore such Common Elements or Unit to its condition prior to the damage incurred.

B. Model. As long as the Grantor is a Unit Owner, but in any event no longer than seven (7) years from the date this Declaration is recorded, the Grantor, and its duly authorized agents, representatives and employees, may maintain any Unit owned or leased by the Grantor, or any portion of the Common Elements, as a Model Unit, sales office or management office.

C. Signs and Marketing. The Grantor hereby reserves the right to post signs and displays within the Common Elements to promote sales of Units, and to conduct general sales activities in a manner that will not unreasonably disturb the rights of the other Unit Owners. This right, if not earlier terminated, shall terminate upon the earlier of sale of the last Unit owned by Grantor or seven (7) years from the date this Declaration is recorded.

D. Interference with Grantor's Rights. Neither the Council of Unit Owners nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any of the foregoing Grantor's rights, without the prior written consent of the Grantor.

E. Assignment by Grantor. Any or all of the easements, rights-of-way, reservations, powers, rights and the like reserved or granted in this Declaration to Grantor may be assigned or transferred by Grantor, either exclusively or non-exclusively, by an instrument or instruments in writing, executed and acknowledged by the Grantor, and recorded among the Land Records of 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 Grantor therein described.

F. Grantor's Power of Attorney. The Grantor hereby reserves for itself, its successors, transferees and assigns, for a period of seven (7) years from the date the first Unit is conveyed to an individual purchaser, or until it conveys title to the last Unit, whichever occurs first, the right to execute, on behalf of all contract purchasers, Unit Owners, Eligible Mortgagees, mortgagee and other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to this Declaration, the By-Laws or the Condominium Plats which may be so required by FNMA, FHLMC, GNMA, FHA, VA or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium, or institutional lender or title insurance company I designated by the Grantor. By acceptance of a Deed to any Unit, or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, Eligible Mortgagee, mortgagee or other lien holder, or any party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Grantor, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing, subject to the limitations set forth herein.

No such agreement, document, amendment, supplement or other instrument(s) which adversely affects the value, substantially alters the floor plan of a Unit, changes the

Percentage Interest appurtenant to such Unit, substantially increases the financial obligation(s) of the Unit Owner, or reserves any additional or special privileges for the Grantor not previously reserved, shall be made without the prior written consent of the affected Unit Owner(s), and all owners of any mortgage(s) encumbering the Unit(s) owned by the affected Unit Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any mortgage which encumbers any Unit shall not be made without the prior written consent of the owners of all such mortgages.

The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof, and the same shall run with the title to any and all Units, and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal, and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Grantor, its successors, transferees and assigns until the initial conveyance of all Units planned to be within the Condominium or the expiration of Grantor's power to annex the same.

14. Termination and Waiver. The Condominium regime established by the recordation of this Declaration and the Condominium Plat may be terminated by Agreement of Termination executed by no less than eighty per cent (80%) of the Unit Owners, in a manner designed to indicate their consent to such termination, and by all persons with recorded encumbrances, including judgment lienors, on the Condominium Units in the Condominium, all in the manner provided in Section 11-123 of the Maryland Condominium Act. Any such termination shall be effective only upon the recordation of an Agreement of Termination among the Land Records of Montgomery County, Maryland.

15. Amendment. Except as otherwise provided in the Maryland Condominium Act, the By-Laws and in Paragraph 7 of this Declaration, this Declaration may be amended only with the written consent of Eighty percent (80%) of the Unit Owners listed on the current roster and with the written consent of the Veterans Administration or the Federal Housing Administration, when either is acting as a mortgagee as defined in Title 11 of the Real Property Article of the Annotated Code of Maryland. No Amendment shall be effective until it is recorded in the same manner as this Declaration.

Notwithstanding the foregoing, an Amendment to the Declaration shall not effect a change in any of the following items without the written consent of every Unit Owner and Mortgagee:

- A. the boundaries of any Unit;
- B. the Undivided Percentage Interest in the Common Elements of any Unit, except as provided in Paragraph 7 above;

C. the liability for Common Expenses or rights to Common Profits, except as set forth in Paragraph 7 above;

D. the number of votes in the Council of Unit Owners of any Unit;

E. the nature of Units from residential to non-residential or from non-residential to residential;

F. re-designation of General Common Elements to Limited Common Elements.

In addition to the foregoing, an Amendment to the Declaration shall not modify, in any way, rights reserved for the benefit of the Grantor or provisions required by any governmental authority or for the benefit of any public utility.

16. Rights of Eligible Mortgagees. Each Eligible Mortgagee has the right to receive timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage; (ii) any Sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (iii) a lapse, cancellation or material modification of any insurance policy maintained by the Council of Unit Owners; and (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

17. Autumn Glen Homeowner's Association.

A. It is expressly understood and agreed that all property which is now, or shall hereafter become, subject to this Declaration shall also have been subjected to all of the terms, covenants and conditions of the Declaration establishing the Autumn Glen Homeowner's Association. No amendment hereof shall be accomplished which will conflict with, contravene or violate the terms, covenants or conditions of the Autumn Glen Homeowner's Association.

B. Every person or entity who is a record owner of a fee or undivided interest in any Condominium Unit which is subject to these covenants and restrictions shall automatically be a member of Autumn Glen Homeowner's Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member, and provided further that no voting or other privileges, and no assessments or charges hereinafter provided for shall be effective for any Unit until the date the Declaration or Supplementary Declaration (as applicable) and the as built Condominium Plat describing such Unit is recorded among the Land Records of Montgomery County, Maryland. All members of the Homeowners Association shall have the voting rights provided in the Declaration and By-Laws of the Homeowners Association.

18. Miscellaneous Provisions.

A. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of a Condominium Project. Enforcement of these covenants and restrictions, and of the By-Laws attached hereto, shall be by the Grantor, any other Unit Owner and/or the Council of Unit Owners, and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Condominium Unit to enforce any lien created hereby, or by any proceeding permitted by the By-Laws; 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. Any award for relief shall include reimbursement for costs and reasonable attorneys' fees. There shall be and 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 by recovery of damages.

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

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

WITNESS/ATTEST:

Mark LeGrande

MARK LEGRANDE

[PRINT NAME]

[CORPORATE SEAL]

DECLARANT:

AUTUMN GLEN, L.L.C.,
a Maryland limited liability company
By: PORTEN HOLDINGS, INC.,
a Delaware corporation,
Sole Member/Manager

By: [Signature]

Name: J. Hutchins Haese

Title: Vice President/CFO

STATE OF MARYLAND

to wit:

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 10th day of September, 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared J. Hutchins Haese, known to me (or satisfactorily proven) to be the Vice President/CFO of Porten Holdings, Inc., a Delaware corporation, Sole Member/Manager of Autumn Glen, L.L.C., a Maryland limited liability company, and that such person, being authorized to do so, executed the foregoing and annexed instrument on behalf of such limited liability company for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Lisa Hunt Cordeiro

LISA HUNT CORDEIRO Notary Public

NOTARY PUBLIC STATE OF MARYLAND

My Commission Expires

My Commission Expires January 1, 2006

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

Keith R. Havens
Keith R. Havens, Esquire

AutumnGlen_CondoDeclaration

EXHIBIT A

Units A-1, A-2, A-3, A-4, A-5, A-6, and A-7 in Parcel A in the subdivision known as "Autumn Glen Condominium Phase 1" per Condominium Book n/a at Plat 8224 et seq., and recorded among the land records of Montgomery County, Maryland.

Property Tax Identification Number: 02-03323228