

SUPPLEMENTARY DECLARATION

THIS SUPPLEMENTARY DECLARATION, made this 7th day of November, 1980, by C-I/MITCHELL & BEST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter sometimes called "the Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner 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 has heretofore imposed certain covenants and restrictions upon certain other land and premises located in the County of Montgomery, State of Maryland, by Declaration (the "Declaration") dated the 31st day of January, 1978 and recorded the 2nd day of February, 1978 in Liber 5087 at folio 136 among the Land Records for Montgomery County, Maryland; and

WHEREAS, the Declarant desires by these presents to extend the scheme of the covenants and restrictions set forth in the Declaration to the land and premises described on "EXHIBIT A" attached hereto, all in accordance with the provisions of Section 2 of Article II of the said Declaration; and

WHEREAS, the Declarant desires by these presents to supplement and extend the scheme of the covenants and restrictions set forth in the Declaration insofar as the same apply to the "townhouse lots" hereinafter defined and described.

NOW, THEREFORE, the Declarant hereby declares that all of that land and premises described on "EXHIBIT A" attached hereto, together with all of the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") set forth in that certain Declaration made by the Declarant and dated the 31st day of January, 1978 and recorded the 2nd day of February, 1978 in Liber 5087 at folio 136 among the Land Records for Montgomery County, Maryland, as supplemented and extended by the terms and provisions hereof, all as if said covenants and restrictions were fully set forth herein, and which covenants and restrictions are incorporated fully herein by this reference.

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CLERK'S OFFICE,
MONTGOMERY COUNTY, MD

LAW OFFICES
MCKEEVER,
FITZPATRICK & CANADA
42 HUNGERFORD COURT
ROCKVILLE, MD. 20850
(301) 763-1600

AND, FURTHER, the Declarant hereby declares that the "townhouse lots" hereinafter defined shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the additional covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter likewise sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Section 1. Additional Definitions. The following words, when used in this Supplementary Declaration, shall have the following meanings:

(a) "Townhouse Lot" shall mean and refer to each and every of the following lots:

Lots 76 through 91, both inclusive, in Block (F) in the subdivision known as "FALLSREACH", per plat of said subdivision recorded in Plat Book 109 at plat 12680 among the Land Records for Montgomery County, Maryland.

Lots 72 through 75, both inclusive, in Block (F), Lots 92 through 102, both inclusive, in Block (F) and Lots 133 through 146, both inclusive, in Block (F) in the subdivision known as "FALLSREACH", per plat of said subdivision recorded in Plat Book 109 at plat 12681 among the Land Records for Montgomery County, Maryland.

Lots 103 through 118, both inclusive, in Block (F) in the subdivision known as "FALLSREACH", per plat of said subdivision recorded in Plat Book 109 at plat 12682 among the Land Records for Montgomery County, Maryland.

Lots 119 through 132, both inclusive, in Block (F) in the subdivision known as "FALLSREACH", per plat of said subdivision recorded in Plat Book 109 at plat 12683 among the Land Records for Montgomery County, Maryland.

(b) "Private Streets and Roadways" shall mean and refer to all streets, roadways, sidewalks, curbs, gutters and parking areas owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its members or for the benefit, use and enjoyment of the several owners of the townhouse lots, and constructed or located upon the following land and premises in the County of Montgomery, State of Maryland:

Parcel "G" in Block (F) in the subdivision known as "FALLSREACH" per plat of said subdivision recorded in Plat Book 109 at plat 12680 among the Land Records for Montgomery County, Maryland; and

Parcel "H" in Block (F) in the subdivision known as "FALLSREACH" per plat of said subdivision recorded in Plat Book 109 at plat 12681 among the Land Records for Montgomery County, Maryland; and

Parcel "I" in Block (F) in the subdivision known as "FALLSREACH" per plat of said subdivision recorded in Plat Book 109 at plat 12682 among the Land Records for Montgomery County, Maryland; and

Parcel "J" in Block (F) in the subdivision known as "FALLSREACH" per plat of said subdivision recorded in Plat Book 109 at plat 12683 among the Land Records for Montgomery County, Maryland.

ARTICLE II

Section 1. Annual Supplementary Townhouse Maintenance Assessments. In addition to the annual maintenance assessments provided for in Article V of the Declaration, and not in lieu thereof, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a townhouse lot within The Property, 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 the Association, in advance, a monthly sum (hereinafter sometimes referred to as "townhouse maintenance assessments") equal to one-twelfth (1/12th) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses of maintaining the private streets and roadways, limited to the following:

(a) the cost of maintaining, replacing and repairing the private streets and roadways, in whole or in part, including, without limitation, snow removal, parking area striping, sweeping and washing, speciality signing and the like; and

(b) the cost of funding a separate reserve to be established by the Association for the non-recurring repair and replacement of the private streets and roadways, in whole or in part.

The Board of Directors shall determine the amount of the townhouse maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual townhouse maintenance assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments on any annual townhouse assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of an annual maintenance budget for the private streets and roadways. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual townhouse maintenance assessment against each townhouse lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the townhouse lots and the annual townhouse maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the annual townhouse maintenance assessments shall thereupon be sent to the members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual townhouse maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to

pay the annual townhouse maintenance assessment, or any installment thereof, for that or any subsequent assessment period, but the annual townhouse maintenance assessment fixed for the preceding period shall continue until a new townhouse maintenance assessment is fixed. No member may exempt himself from liability for townhouse maintenance assessments by abandonment of any townhouse lot belonging to him or by the abandonment of his right to the use and enjoyment of the private streets and roadways.

Section 2. Special Townhouse Maintenance Assessments. In addition to the regular townhouse maintenance assessments authorized by this Article, the Association may levy in any assessment year a special townhouse assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the private streets and roadways; provided, however, that any such special townhouse maintenance assessment shall have the assent of the owners of not less than two-thirds (2/3) of the townhouse lots.

Section 3. Reserve for Repairs and Replacements of the Private Streets and Roadways. The Association shall establish and maintain a separate reserve fund for repairs and replacements (in whole or in part) of the private streets and roadways by the allocation and payment periodically to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for repairs and replacements (in whole or in part) of the private streets and roadways may be expended only for the purpose of affecting the repairs and replacement (in whole or in part) of the private streets and roadways and for operating contingencies of a non-recurring nature relating to the private streets and roadways.

Section 4. Annual Townhouse Maintenance Assessments. The initial maximum annual townhouse maintenance assessment for each of the townhouse lots shall not exceed the sum of One Hundred Eight and * * * No/100 Dollars (\$108.00) per annum. The annual townhouse maintenance assessment shall be levied at a uniform rate for each townhouse lot.

Section 5. Increase in Maximum Annual Townhouse Maintenance Assessment.

(a) From and after January 1, 1981, the maximum annual townhouse maintenance assessment hereinabove provided for may be increased by the Board of Directors of the Association, without a vote of the Class A membership and without a vote of the then owners of the townhouse lots, by an amount equal to ten percent (10%) of the maximum annual townhouse maintenance assessment for the preceding year.

(b) From and after January 1, 1981, the maximum annual townhouse maintenance assessment hereinabove provided for may be increased above that established by the preceding paragraph by a vote of the then owners of the townhouse lots, as hereinafter provided, for the next succeeding year and, thereafter, at the end of such year, for each succeeding year. Any change made pursuant to this subparagraph shall have the assent of two-thirds (2/3) of the then owners of the townhouse lots. A meeting of the members shall be duly called for this purpose.

IN WITNESS WHEREOF, STUART E. MALMON, JOANNE K. MALMON, his wife, ERIC C. BERGMAN and BARBARA B. BERGMAN, his wife, have joined in the execution and delivery of these presents by hereunto affixing their respective hands and seals on the year and day first above written.

Kenneth O Grunst Witness Stuart E Malmon (SEAL) Stuart E. Malmon

Kenneth O Grunst Witness Joanne K. Malmon (SEAL) Joanne K. Malmon

Kenneth O Grunst Witness Eric C. Bergman (SEAL) Eric C. Bergman

Kenneth O Grunst Witness Barbara B. Bergman (SEAL) Barbara B. Bergman

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) §

I HEREBY CERTIFY that on this 7TH day of November, 1980, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction STUART E. MALMON and JOANNE K. MALMON, his wife, each personally well known to me (or satisfactorily proven) to be the persons who executed the foregoing Supplementary Declaration, and acknowledged that they executed the same for the purposes therein contained, as their free and voluntary act and deed, and delivered the same as such.

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

Mary E. Joyner
Mary E. Joyner



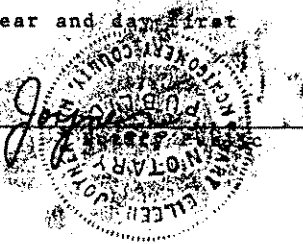
My Commission expires: 7-1-82

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) §

I HEREBY CERTIFY that on this 7TH day of November, 1980, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction ERIC C. BERGMAN and BARBARA B. BERGMAN, his wife, each personally well known to me (or satisfactorily proven) to be the persons who executed the foregoing Supplementary Declaration, and acknowledged that they executed the same for the purposes therein contained, as their free and voluntary act and deed, and delivered the same as such.

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

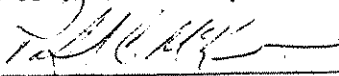
Mary E. Joyner
Mary E. Joyner



My Commission expires: 7-1-82

LAW OFFICES
MCKEEVER,
FITZPATRICK & CANADA
548 HUNGERFORD COURT
ROCKVILLE, MD. 20850
(301) 762-1800

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.



Patrick C. McKeever

LAW OFFICES
MCKEEVER,
FITZPATRICK & CANADA
342 HUNGERFORD COURT
ROCKVILLE, MD. 20850
(301) 762-1600

"EXHIBIT A"

Lots 2 through 9, both inclusive, in Block (F),
Lots 43 through 54, both inclusive, in Block (G), and
Lots 59 through 63, both inclusive, in Block (G) in
the subdivision known as "FALLSREACH" per plat of said
subdivision recorded in Plat Book 106 at plat 12229
among the Land Records for Montgomery County, Maryland.

Lots 10 through 26, both inclusive, in Block (F) and
Lots 32 through 42, both inclusive, in Block (G) in
the subdivision known as "FALLSREACH" per plat of said
subdivision recorded in Plat Book 106 at plat 12230
among the Land REcords for Montgomery County, Maryland.

Lots 27 through 55, both inclusive, in Block (F) and
Lots 26 through 31, both inclusive in Block (G) in the
subdivision known as "FALLSREACH" per plat of said
subdivision recorded in Plat Book 106 at plat 12231
among the Land Records for Montgomery County, Maryland.

Lots 56 through 69, both inclusive, in Block (F) and
Lots 4 through 25, both inclusive, in Block (G) in the
subdivision known as "FALLSREACH" per plat of said
subdivision recorded in Plat Book 106 at plat 12232
among the Land Records for Montgomery County, Maryland.

Lots 76 through 91, both inclusive, in Block (F) in
the subdivision known as "FALLSREACH", per plat of
said subdivision recorded in Plat Book 109 at plat
12680 among the Land Records for Montgomery County,
Maryland.

Lots 72 through 75, both inclusive, in Block (F),
Lots 92 through 102, both inclusive, in Block (F) and
Lots 133 through 146, both inclusive, in Block (F) in
the subdivision known as "FALLSREACH", per plat of
said subdivision recorded in Plat Book 109 at plat
12681 among the Land Records for Montgomery County,
Maryland.

Lots 103 through 118, both inclusive, in Block (F) in
the subdivision known as "FALLSREACH" per plat of said
subdivision recorded in Plat Book 109 at plat 12682
among the Land Records for Montgomery County, Maryland.

Lots 119 through 132, both inclusive, in Block (F) in
the subdivision known as "FALLSREACH", per plat of said
subdivision recorded in Plat Book 109 at plat 12683
among the Land Records for Montgomery County, Maryland.