

BYLAWS
OF
COUNCIL OF UNIT OWNERS
OF
NORTH CREEK PLACE CONDOMINIUM

ARTICLE I
PLAN OF CONDOMINIUM OWNERSHIP

Section 1. The Condominium. The property described on Exhibit "A" to the Declaration has been established as a Condominium pursuant to the Act. These Bylaws are attached to and made part of the Declaration as Exhibit "B" and are intended by the Declarant to set forth, inter alia, a plan by which the affairs of the Condominium shall be administered and governed by the Council of Unit Owners and its Board of Directors pursuant to the Act.

Section 2. Definitions. In these Bylaws, all words shall have the same meanings as designated in the Declaration unless otherwise apparent from the context, provided that the Council of Unit Owners shall be sometimes designated in these Bylaws as the "Association".

Section 3. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Association and to the Condominium. All present and future Unit owners, lessees and occupants of Units, and any other persons who may use the Condominium or the facilities of the Condominium in any manner, are subject to these Bylaws, the Declaration and the rules and regulations (hereinafter called the "Rules") from time to time promulgated by the board of directors (hereinafter called the "Board of Directors" and each member thereof a "member" or a "Director") of the Association. The acceptance of a deed of conveyance to a Unit shall constitute an agreement that these Bylaws, the Rules and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE II
COUNCIL OF UNIT OWNERS

Section 1. Purpose and Status of Association. The purpose of the Association shall be to operate and maintain the Condominium for the benefit of the Unit owners and to exercise the powers conferred upon it by the Act and these Bylaws. The Association shall be an unincorporated entity.

Section 2. Name and Mailing Address. The Association hereby organized and formed for the purposes set forth above shall be known as "Council of Unit Owners of North Creek Place Condominium". Unless changed from time to time by the Board of Directors, the office and mailing address of the Association and the Board of Directors shall be the same as the address of the Resident Agent designated with the State Department of Assessments and Taxation.

Section 3. Powers of the Association. The Association shall have all of those powers enumerated in Section 11-109(d) of the Act, as the same may be amended from time to time. All powers residing in the Association, except for such as in the Act are expressly reserved to the Association, shall be delegated to and exercised by the Board of Directors of the Association and/or the managing agent employed by the Board of Directors on behalf of the Association.

Section 4. Members. The Association shall have as its members every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which owns a Unit (herein called "Unit owner"); provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest.

Section 5. Annual Meetings. Within sixty (60) days from the date that deeds to Units representing fifty percent (50%) of the Percentage Interests and Votes have been delivered by the Declarant and title closed thereon, the Declarant shall notify the Unit owners and a meeting of the Association shall be held for the purpose of electing members to the Board of Directors. Notice of such meeting shall be given in accordance with the provisions of Section 8 of this Article II. Subsequent annual meetings of the Association should be held on the same date of each year as the first annual meeting, unless such date shall occur on a Saturday or Sunday or holiday, in which event the meeting shall be held on the next succeeding Monday which is not a holiday.

Section 6. Special Meetings. It shall be the duty of the President of the Association to call a special meeting (a) if so directed by resolution of the Board of Directors, or (b) upon a petition signed and presented to the Secretary of the Association by Unit owners having not less than twenty-five percent (25%) of the Percentage Interests and Votes; provided, however, that except on resolution of the Board of Directors, no special meetings shall be called prior to the first annual meeting of the Association as hereinabove provided for. No business shall be transacted at a special meeting except such as shall have been stated in the notice thereof.

Section 7. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit owners as may be designated in the notice of meeting by the Secretary.

Section 8. Notice of Meetings. It shall be the duty of the Secretary to provide notice of each annual or special meeting of the Association at least ten (10) days, but not more than ninety (90) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit owner of record, at his address shown on the roster (hereinafter called the "Roster") required to be kept pursuant to Section 11-109(c) of the Act. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these Bylaws, the notice of meeting shall be mailed at least thirty (30) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice as of the date of such mailing. In addition to the mailing of notice of each annual and special meeting, notice may be personally delivered to each Unit owner at his address as shown on the Roster. Service of notice shall be proven by affidavit of the person serving such notice. Attendance by a Unit owner at a meeting in person or by

proxy shall constitute waiver of notice of the time, place and purposes of such meeting. All meetings of the Association, Board of Directors or any committee created by the Board of Directors shall be held at places and times convenient to the Unit owners.

Section 9. Adjournment of Meeting. If any meeting of the Association cannot be held because a quorum of members has not attended, a majority of the Unit owners holding a majority of votes who are present at such meeting, either in person or by proxy, may adjourn the meeting and call for an additional meeting provided at least fifteen (15) days' notice of the time, place and purpose of the additional meeting is given to all Unit owners.

Section 10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees.
- (g) Appointment of inspector of election (when so required).
- (h) Nomination of Directors from the floor (when so required).
- (i) Election of members of the Board of Directors (when so required).
- (j) Unfinished business.
- (k) New business.

In the case of a special meeting, items (a) through (d) shall be applicable, and thereafter the agenda shall consist of the items specified in the notice of meeting.

Section 11. Voting. Each Unit owner, or, subject to the proxy limitations set forth below, some person designated by such Unit owner to act as proxy on his behalf (and who need not be a Unit owner), shall be entitled to cast the vote appurtenant to his Unit at all meetings of the Association. The designation of any such proxy shall be made in writing and filed with the Secretary, in a form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Each proxy shall be revocable at any time by written notice to the Secretary by the Unit owner who so designated the proxy, and shall automatically expire one hundred eighty (180) days following its issuance unless granted to a mortgagee or lessee. Proxies may be utilized to establish a quorum pursuant to Section 15 of this Article II and may be utilized to vote on any other matter at the meeting of the Association, provided, however, that an undesignated proxy may not be

utilized to vote for nominees to the Board of Directors or officers to the Association. In the case of a Unit which is owned by more than one person or entity, any or all of such owners may be present at any meeting of the Association and (those constituting the group acting unanimously) may vote or take any other action as a Unit owner, either in person or by proxy. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Where title to a Unit is in more than one person or entity, such multiple owners shall be entitled to cast, in the aggregate and as a solid block, the vote allocated to the Unit. If such multiple owners shall be unable to agree upon their vote upon any subject at any meeting, they shall either designate a third party to cast their vote or shall lose their right to vote on such subject, but if all of them shall not be present at a meeting, either in person or by proxy, the collective vote of the one or more present shall be the vote of all of the owners of the Unit. Whenever the vote of the Unit owners at a meeting is required or permitted to be taken by any provisions of the Act, the Declaration or by these Bylaws, the meeting and vote of Unit owners may be dispensed with if all of the Unit owners who would have been entitled to vote thereat upon the action, if such meeting were held, consent in writing to such action being taken.

A Unit owner shall not be entitled to vote at any meeting of the Association if the Association has recorded a statement of condominium lien with respect to his Unit in accordance with Section 11-110 of the Act, and the amount necessary to release such lien has not been paid as of the date of the meeting.

No Unit owner shall be entitled to vote at a meeting of the Association unless and until he (1) shall have furnished the Association with his name and current mailing address and the name and current mailing address of his mortgagee(s), if any, for listing on the Roster in accordance with Section 11-109(c) of the Act, (2) has provided a copy of any lease agreement entered into with respect to his Unit in accordance with Article V, Section 14(g), of these Bylaws, and (3) is current in the payment of the monthly installment of his assessments in accordance with Article V, Section 6, of these Bylaws.

Section 12. Absentee Ballots. Absentee ballots may be utilized for purposes of (1) establishing a quorum pursuant to Section 15 of this Article II, (2) voting for officer or Board of Director nominees listed on the absentee ballot or written in by the absentee Unit owner, or (3) voting for any other matter as set forth on the absentee ballot. Any unsigned absentee ballot, to be valid, shall be received in a signed, sealed envelope bearing the identification of the dwelling unit and proportional voting percent, if any, on the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 13. Open Meetings. All meetings of the Association shall be open to all owners or occupants (and other interested parties in the discretion of the Board of Directors or as required by law) of units in the Association. Meetings of the Board of Directors shall be held in accordance with Article III of these Bylaws.

Section 14. Majority of Unit Owners. As used in these Bylaws, the term "majority of Unit owners" shall mean those Unit owners having more than fifty percent (50%) of the total authorized votes of all Unit owners present, in person or by proxy, and voting at any meeting of the Association.

Section 15. Quorum. Except as otherwise provided in these Bylaws or in the Act, the presence in person or by proxy of Unit owners having more than twenty-five percent (25%) of the total authorized votes of all Unit owners constitutes a quorum at all meetings of the Association.

Section 16. Majority Vote. The vote of a majority of the total authorized votes of Unit owners present at a meeting which has been duly called shall be binding upon all Unit owners for all purposes except where in the Declaration, under the Act or pursuant to these Bylaws a higher percentage vote is required.

Section 17. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each Unit owner shall be entitled to receive out of the assets of the Association available for distribution to the members thereof an amount equal to his Percentage Interest in the Common Profits and Common Expenses of the Association.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors acting on behalf of the Association. Until the first annual meeting of the Association as provided for in Article II, Section 5, of these Bylaws, and thereafter until their successors shall have been elected by the Unit owners, the Board of Directors shall consist of three (3) members to be designated by the Declarant. Thereafter, the Board of Directors shall be composed of three (3) members, all of whom shall be elected by the Unit owners. Members of the Board of Directors need not be Unit owners. Members of the Board of Directors need not be Unit owners.

Section 2. Powers and Duties. The Board of Directors shall have and shall exercise the powers and duties of the Association as set forth in Article II, Section 3 hereof, and may do all such acts and things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit owners. Without limiting the generality of the foregoing, the Board of Directors' powers shall include the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Association.
- (c) Collection of the common charges and expenses from the Unit owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing of Units at foreclosure or other judicial sale in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of the Association.

(g) Obtaining of insurance for the Condominium.

(h) Making of repairs, additions, replacements and improvements to or alterations of the Common Elements in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enacting uniform Rules from time to time which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit owners; provided, however, that such Rules are adopted in accordance with the Act and Article V, Section 15, of these Bylaws or the Declaration; and provided further that no such Rules shall be so construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Unit and/or the Common Elements if such Rules are promulgated after the recordation of said mortgage or deed of trust.

(j) Enforcing obligations of Unit owners, allocating common profits and common expenses, if any, and doing anything and everything else necessary and proper for the sound management of the Condominium. In this connection, the Board of Directors shall have the power to enforce the provisions of the Act, the Declaration, Bylaws and Rules and, subject to the provisions of the Act, to levy reasonable fines against Unit owners for violations of the same after notice and an opportunity to be heard is given pursuant to the Act. Collection of fines may be enforced against the Unit owner or Unit owners involved as if the fines are a common charge owed by the particular Unit owner or Unit owners. Where a Unit owner persists in violating the Rules, the Board of Directors may require him to post a bond, satisfactory to it, to secure future compliance with the Rules.

(k) Controlling the use of all Common Elements, including, but not limited to, designating parking spaces thereon for use by Unit owners and/or their guests.

~~(l) Establishing reasonable reserve funds for emergencies and unforeseen contingencies and for the repair and replacement of Common Elements.~~

(m) Establishing submetering of utilities and providing for the allocation of payment by Unit owners for such utilities after such submetering.

(n) Generally, to exercise the powers of the Association set forth in the Act, the Declaration and Bylaws and to do every other act not inconsistent with the law, which may be appropriate to promote and attain the purposes set forth in the Act, Declaration and Bylaws.

Section 3. Managing Agent. The Board of Directors shall employ for the Association a professional managing agent at a compensation established by the Board of Directors. The Board of Directors shall not undertake "self-management" or otherwise fail to employ a professional managing agent without the prior written approval of owners of Units to which at least sixty-seven percent (67%) of the votes in the

Association are allocated and the approval of eligible mortgage holders representing fifty-one percent (51%) of the votes in the Association. All management agreements entered into on behalf of the Association shall (a) be for a term not in excess of one (1) year, (b) provide that either party may terminate the agreement, without cause, upon ninety (90) days' written notice, without a termination fee [except that management agreements entered into while the Developer is in control of the Association shall be terminable without cause on thirty (30) days' written notice], (c) provide that the Board of Directors may, for cause, terminate such agreement upon thirty (30) days' written notice (without a termination fee) and (d) provide for renewal upon agreement by the parties for successive one (1)-year periods.

Section 4. Election and Term of Office. The Directors of the Association who shall be designated by the Declarant in accordance with Article III, Section 1, above shall hold office at the pleasure of the Declarant until the first annual meeting of the Association as provided for in Article II, Section 5, of these Bylaws.

At the first annual meeting of the Association, three (3) members of the Board of Directors shall be elected by the Unit owners from among the candidates previously nominated. A Unit owner may nominate himself or any other Unit owner to the Board of Directors. Only nominations made at least 15 days before notice of an election shall be listed on the election ballot. Nominations may also be made from the floor at the meeting at which the election to the Board of Directors is held. Commencing with the first annual meeting of the Association, the term of office of the Director receiving the greatest number of votes shall be fixed for two (2) years. The terms of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. Each Director shall hold office until the next meeting of the Board of Directors following the election of his successor. However, a member of the Board of Directors shall be deemed to have resigned whenever such member, his spouse, or firm, corporation or other entity he is associated with, sells the Unit which qualified such individual to become a member of the Board of Directors. All election materials prepared with Association funds shall list candidates in alphabetical order and shall not suggest a preference among candidates. Members of the Board of Directors shall be elected by secret ballot.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of the Association after the first annual meeting of the Association, any one or more of the members of the Board of Directors elected by the Unit owners may be removed, with or without cause, by a majority of the Unit owners of the Board of Directors whose removal has been proposed by the Unit owners shall be given an opportunity to be heard at the meeting. The term of office of any Director who becomes more than forty-five (45) days delinquent in the payment of common charges against the Unit of which he is the owner shall automatically terminate on the forty-sixth (46th) day, and his successor shall thereupon be appointed by the Board of Directors from among the Unit owners to fill out the unexpired portion of his term. The Declarant may remove a Board member of the Board of Directors designated by him, at any time, with or without cause, by written notification to the Board of Directors specifying the date of such removal and the name of the individual designated to succeed the member so removed.

Section 6. Vacancies. Vacancies on the Board of Directors shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the predecessor member, and until a successor shall be elected at the next annual meeting of the Association.

Section 7. Organization Meeting. The first regular meeting of the Board of Directors following an annual meeting of the Unit owners shall be held as soon as reasonably practicable thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Directors, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided that a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular and Special Meetings.

(a) All regular meetings of the Board of Directors or any committee created by the Board of Directors shall be held only upon regularly scheduled and established dates or periods at such time and place as shall have been made known to all members in accordance with the procedures set forth below. All regular or special meetings shall be open to all owners or occupants of units in the Condominium, as well as their mortgagees, except that such meetings may be held in closed session for the following purposes:

- (i) Discussion of matters pertaining to employees and personnel;
 - (ii) Protection of the privacy or reputation of individuals in matters not related to Association business;
 - (iii) Consultation with legal counsel;
 - (iv) Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation;
 - (v) Investigative proceedings concerning possible or actual criminal misconduct;
 - (vi) Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;
 - (vii) On an individually recorded affirmative vote of two-thirds (2/3) of the members present, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings;
- (b) If a meeting is held in closed session pursuant to the procedures established above,
- (i) No action may be taken and no matter may be discussed other than those permitted above; and

(ii) A statement of the time, place and purpose of any closed meeting, the record of the vote of each member by which any meeting was closed, and the authority under this Section for closing any meeting shall be included in the minutes of the next meeting of the Board of Directors.

(c) The Secretary shall maintain a current roster of names and addresses of each Unit owner to which notices of regular meetings of the Board of Directors shall be sent at least annually. If practical, notice of special meetings of the Board of Directors shall be given to each Unit owner, by posting or otherwise, except upon the declaration of an emergency by the person calling the meeting, in which event such notice may be waived.

Section 9. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Fidelity Bonds. Blanket fidelity bonds shall be required to be maintained by the Board of Directors for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for these services. Where the Board of Directors has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other bonds should name the Association as an obligee and should have their premiums paid as a common expense by the Association. The total amount of fidelity coverage required shall be sufficient to cover the maximum funds that will be in the custody of the Association or management agent at any time, but must at least equal the sum of three (3) months' assessments on all Units within the Condominium. The bonds shall provide that they cannot be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association and to all Eligible Mortgage Holders.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation for acting as such, but a Director may be reimbursed for actual out-of-pocket expenses incurred by him in the proper performance of his duties.

Section 13. Liability of the Board of Directors; Indemnification.

(a) The members of the Board of Directors shall not be liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith.

(b) The Association shall indemnify every Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been a Director of the Association, whether or not such person is a Director at the time such expenses are incurred. The Board of Directors shall obtain adequate directors and officers insurance. The Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except in their capacity as Unit owners) and the Association shall indemnify and forever hold each such Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director of the Association or former Director of the Association may be entitled.

(c) The provisions of "(a)" and "(b)" above shall also apply to each and every officer of the Association.

Section 14. Executive Committee. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of two (2) members of the Board of Directors. The Executive Committee shall have and may exercise all of the powers of the Board of Directors in the management of the business and affairs of the Association during the intervals between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common charges and expenses required for the affairs of the Association, or (b) to adopt or amend the Rules covering the details of the operation and use of the Condominium.

Section 15. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and consistent with the purposes set forth in the Declaration. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm, entity or association in which one or more of the Directors are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if such action complies with the provisions of Section 2-419 of the Corporations and Associations Article of the Annotated Code of Maryland (1981 Cum. Supp.) or its successor statute.

Section 16. Board as Attorney-in-Fact. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for the owners of all of the Units, and for each of them, to manage, control and deal with the interests of such owners in the Common Elements of the Condominium so as to permit the Board of Directors to fulfill

all of its powers, functions and duties under the provisions of the Act, the Declaration and these Bylaws, and to exercise all of its rights thereunder and to deal with the Condominium upon its destruction and/or the proceeds of any insurance indemnity as hereinafter provided and to grant easements in accordance with Article XI hereof. The foregoing shall be deemed to be a power of attorney coupled with an interest, and the acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Board of Directors as attorney-in-fact as aforesaid.

Section 17. Committees. The Board of Directors may appoint an Architectural Control Committee and, if necessary, an Executive Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President (who shall also act as chairman of the Board of Directors of the Association), the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary or desirable. The President and Vice President, but no other officers, must be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive and operating officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized and existing under the laws of the State of Maryland.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President, including, without limitation, the counting of votes at meetings of the Association.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association (including copies of all resolutions adopted thereat), and of the Board of Directors; shall count the votes at meetings of the Council of Unit Owners; shall have

charge of such books and papers as the Board of Directors may direct; shall maintain the roster of Unit owners and shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized and existing under the laws of the State of Maryland.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized and existing under the laws of the State of Maryland.

The Treasurer shall give a bond, the premium therefor to be considered a common expense, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V OPERATION OF THE CONDOMINIUM

Section 1. Determination of Common Expenses and Fixing of Common Charges.

(a) Unless otherwise expressly provided herein, common expenses of the Association, in general, shall include maintenance, operation, repair, or replacement of the Common Elements. They include, but are not limited to:

- (i) Management fees;
- (ii) Insurance premiums;
- (iii) Charges for landscaping, snow removal and maintenance of the walks, driveways, parking areas and retaining walls;
- (iv) Audit, attorneys' fees, and like administrative costs;
- (v) Reserves for replacements or other expenses of a non-recurring nature;
- (vi) Service contracts and employees' salaries;
- (vii) Payment of utility bills and like expenses (except to the extent that such bills or expenses are individually metered for any Unit, in which event

such bills or expenses shall be the responsibility of the Unit owner receiving the benefit of such individually metered service); and

(viii) Such other expenses as shall be necessary or desirable in the judgment of the Board of Directors for the administration and operation of the Condominium, or which may be declared to be common expenses by the Act, the Declaration, these Bylaws or by resolution of the Unit owners.

(b) The proportionate interest of any Unit owner in any reserve fund shall be considered an appurtenance to his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it is appurtenant, and shall be deemed to be transferred with such Unit.

Section 2. Preparation and Approval of Budget. Each year at least thirty (30) days before the adoption of a budget for the Condominium, the Board of Directors shall cause to be prepared and submitted to the Unit owners a proposed annual budget for the next fiscal year of the Association. The proposed annual budget shall contain, at a minimum, an estimate of the total amount of income the Association expects to receive, as well as an estimate of expenses for administration, maintenance, utilities, general expenses, reserves and capital items that are expected for the next fiscal year. The budget shall be adopted at an open meeting of the Board of Directors. The Board of Directors shall thereafter send to each Unit owner a copy of the approved budget which sets forth the amount of the common expenses payable by each Unit owner, on or before thirty (30) days preceding the beginning of the fiscal year to which the budget applies or as soon thereafter as is possible. The said budget shall constitute the basis for determining each Unit owner's contribution for the common expenses of the Condominium. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit owner's obligation to pay his allocable share of the common expenses, as herein provided, whenever the same shall be determined, and in the absence of any annual budget, each Unit owner shall continue to pay his allocable share of the common expenses at the then existing rate established for the previous fiscal period until the new payment is established.

Section 3. Reserves. As part of the annual budget the Board of Directors shall build up and maintain an adequate reserve for working capital and contingencies, and an adequate reserve for replacement of the Common Elements required to be replaced by the Association. All funds accumulated for reserves shall be kept in a separate bank account, segregated from the general operating funds, and, if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Association. If the reserves are inadequate for any reason, including non-payment of any Unit owner's assessment, the Board of Directors may, subject to the limitations of Section 4 below, levy a further assessment, which shall be assessed against the Unit owners according to their proportionate share, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall

serve notice of any such further assessment on all Unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next regular payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment.

Section 4. Amendment to Budget. Any expenditure which is deemed necessary by the Board of Directors (other than those required because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Unit owners or a significant risk of damage to the Condominium) that, if made, would result in an increase in the amount of assessments for the current fiscal year of the Condominium in excess of fifteen percent (15%) of the budgeted amount previously adopted shall be approved by an amendment to the Budget adopted at a special meeting of the Board of Directors, upon not less than ten (10) days' written notice to the Unit owners.

Section 5. Initial Assessment. When the first Board of Directors takes office, it shall determine the budget for the period commencing upon the conveyance of legal title to the first Unit by the Declarant and ending on the last day of the fiscal year established by the Board of Directors in which such conveyance occurs. The Board of Directors shall establish an initial working capital fund equal to two (2) months' regular assessments through a special assessment of each Unit owner upon purchase of his Unit from the Declarant. The Declarant will deliver the funds so collected to the Board of Directors, who shall maintain the funds in a segregated account for the use and benefit of the Association to provide the necessary working capital for the Council of Unit Owners. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, or for such other purposes related to the operation of the Association as the Board of Directors may determine.

Section 6. Payment of Common Charges; Lien. Each Unit owner shall be obligated to pay, in advance, the common charges assessed by the Board of Directors against his Unit.

The amount levied and assessed against each Unit for common charges shall constitute a lien against said Unit from the date of assessment until the date of full payment, provided that a "Statement of Lien" is recorded against the Unit as provided in the Act. Unless otherwise provided in the Act, at least fifteen (15) days prior to recording the Statement of Lien, the Association shall notify the delinquent Unit owner of the Association's intention to file the Statement of Lien and thereafter provide the delinquent Unit owner with a right to a hearing before the Board of Directors. At the option of the Board of Directors, said amount may be payable in annual, quarterly, monthly or other convenient installments, and to the Board of Directors or to such person or entity who or which the Board of Directors shall designate.

No Unit owner may be exempted from liability for the assessment of common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit owner shall be liable for the payment of any part of the common expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. Prior to or at the time of such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Unit shall be jointly and severally liable with the selling Unit owner for

all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit owner amounts paid by the purchaser therefor; provided, however, that no purchaser from a selling Unit owner other than the developer shall be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments greater than the amount set forth in any resale certificate provided by the Association or its management agent. Notwithstanding anything contained herein to the contrary, any mortgagee who comes into possession of a Unit by virtue of foreclosure of a deed of trust or mortgage or a deed or other conveyance in lieu of foreclosure shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such mortgagee comes into possession thereof, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units, including the mortgaged Unit. Such sale or transfer shall not relieve the purchaser at such sale of the Unit from liability for any assessments thereafter coming due, nor from the lien of such subsequent assessments, which lien, if any, claimed shall have the same effect and may be enforced in the same manner as provided herein.

All taxes, assessments, and charges which may become liens prior to any first mortgage shall relate only to the individual unit and not to the Condominium as a whole.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

Section 7. Collection of Assessments. The Board of Directors shall take prompt action to collect any common charges due from any Unit owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Directors shall notify any Eligible Mortgage Holder who holds a mortgage upon a Unit to which there exists a delinquency in the payment of common charges, which delinquency has existed for sixty (60) days or more. Upon default in the payment of any one or more installments of any assessment levied pursuant to the Declaration and/or these Bylaws, the entire balance of said assessments may be accelerated at the option of the Board of Directors and be declared due and payable, in full, together with interest thereon at the maximum rate permitted by law at the time the assessment became due.

Section 8. Default in Payment of Common Charges. The lien for unpaid assessments for common charges may be enforced and foreclosed in such manner as may from time to time be provided in the Act. Any assessment, until paid, may at the election of the Board of Directors bear interest at the maximum rate permitted by law at the time the assessment became due. In addition, the Board of Directors may impose late charges and/or the costs of collection (including reasonable attorneys' fees), if any, with respect to any assessment which has not been fully paid when due. Such late charges and other costs shall not exceed the permissible amounts provided for in the Act, and shall otherwise comply therewith. All such interests, late charges and other costs shall constitute a lien upon the Unit until fully paid as provided in Article V, Section 6, above.

In any action brought by the Association to foreclose a lien against a Unit because of unpaid common charges, the Unit owner shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same, such rent to accrue from the date that the foreclosure decree becomes final until the plaintiff in such foreclosure action regains possession from the Unit owner.

No suit or other proceeding may be brought by the Association to foreclose the lien for any assessments levied pursuant to the Declaration or these Bylaws except after ten (10) days' written notice to the holder of the first mortgage which is a lien on the Unit that is the subject matter of the proceeding.

Section 9. Statement of Common Charges; Resale Certificate. Any owner, first mortgagee or any purchaser in connection with any sale or conveyance of a Unit, shall be entitled to a statement furnished by the Board of Directors setting forth in detail the amount of any unpaid assessments owed by the Unit owner, and such party shall be entitled to rely on such statement and shall have no liability for, nor shall the Unit be encumbered with, an amount of unpaid assessments accruing prior to the date of such statement which are greater than that shown on such statement. The Board may impose a reasonable fee to furnish this information.

Upon written request by a Unit owner and receipt of a reasonable fee therefor, the Board of Directors shall furnish a certificate containing the information required by Section 11-135(a) of the Act.

Section 10. Insurance. The Board of Directors shall be required to comply with the insurance requirements of the Act and, to the extent not in violation of the Act, shall also comply with the provisions of this Article V, Section 10.

The Board of Directors shall be required to obtain and maintain a master or blanket type of hazard insurance policy covering all of the Common Elements that are normally included in a policy of this type, including, but not limited to fixtures and building service equipment and common personal property and supplies belonging to the Association. The policy must also cover fixtures, equipment and other personal property inside individual Units if such items are typically conveyed as part of the Unit. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage. If available, the policy shall contain an Agreed Amount and Inflation Guard Endorsement, as well as a Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and Increase Cost of Construction Endorsement.

If there is a steam boiler in operation in connection with the Condominium, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing as a minimum Fifty Thousand Dollars (\$50,000.00) per accident per location, unless a higher amount of coverage is required by a Mortgagee. If the Condominium is located in a special flood hazard areas, as defined by the Federal Emergency Management Agency, a master or blanket policy of flood insurance on the Condominium must be maintained. The amount of flood insurance shall be at least equal to the lesser of (i) one hundred percent (100%) of the

current replacement cost of all buildings and other insurable property located in the flood hazard area; or (ii) the maximum coverage available for the property under the National Flood Insurance Program. The insured under each required policy shall be the Association for use and benefit of the individual Unit owners.

The Board of Directors shall obtain and maintain a comprehensive general liability policy of insurance covering all of the Common Elements, public ways and any other areas that are under the Association's supervision. The policy should also cover any commercial space owned by the Association, even if such space is leased to others. The policy should provide coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and any legal liability that results from law suits related to employment contracts in which the Association is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a Mortgagee. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association or other unit owners. Liability coverage shall be at least One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a Mortgagee.

The named insured under all insurance policies shall be the Council of Unit Owners of North Creek Place Condominium, for the use and benefit of each Unit owner. The "loss payable" clause should show the Council of Unit Owners of North Creek Place Condominium, or the Insurance Trustee (if applicable) as a trustee for each Unit owner and the holder of each unit's mortgage. The policies must also contain the standard mortgage clause and must name as mortgagee the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC) and/or such other mortgagees holder mortgages on Units, as well as their successors and assigns.

Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by Best's Insurance Reports of B/VI or better. Hazard insurance policies are also acceptable from an insurance carrier which has a financial rating by Best's Insurance Reports of Class V, provided it has a general policyholder's rating of at least A. Each insurer must be specifically licensed or authorized by law to transact business within the State of Maryland. The policy contract shall provide that no assessment may be made against the mortgagee, and that any assessment made against others may not become a lien on the mortgaged Unit superior to the first mortgage.

The insurance policy must provide that the insurance carrier shall notify the Association and each Mortgagee named in the Mortgagee clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

Notwithstanding any provision of the Declaration or these Bylaws relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom such Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance.

Except to the extent inconsistent with the law, each unit owner is deemed to appoint the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

Section 11. Repair or Reconstruction After Fire or Other Casualty. Except as hereinafter provided, and as provided in the Act (and inconsistent herewith), in the event of damage to or destruction of the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof (including any damaged Units, and any fixtures, equipment or other property covered by the Association's insurance, installed therein on the date of recordation of the Declaration, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit owners in the Units), and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as provided below.

The Insurance Trustee may rely upon a certificate of the Board of Directors which certifies whether or not the damaged Condominium is to be reconstructed or repaired. The Board of Directors, upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is borne by the Unit owner, then the Unit owner shall be responsible for the reconstruction and repair after a casualty and shall be entitled to apply the applicable insurance proceeds thereto. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

Immediately after a casualty causing damage to the Condominium for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged portions of the Condominium in as good a condition as existed before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

In the event of reconstruction or repair (as estimated by the Board of Directors) which shall exceed Twenty-Five Thousand Dollars (\$25,000.00), all proceeds of insurance shall be paid over to a trust company or bank having trust powers and authorized to engage in the trust business in the State of Maryland (hereinafter the "Insurance Trustee"), selected by the Board of Directors and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement and which contains, inter alia, the following provisions:

(a) the reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Association, and hereinafter called the "Architect";

(b) any restoration or repair of the project shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of the eligible mortgage holders (based upon one vote for each first mortgage owned), and two-thirds (2/3) of the Unit owners.

(c) each request for an advance of the proceeds of insurance shall be made to the Insurance Trustee and shall be accompanied by a certificate from the Architect and Board of Directors to the effect that (i) all work then completed has been performed in accordance with the plans and specifications; and (ii) the amount requested to be advanced is required to reimburse the Board of Directors for payments previously made by the Board of Directors or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request;

(d) each request for an advance of the proceeds of insurance shall be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the Condominium, or any part thereof, any mechanics' or other lien, or notice of intention to file the same, which has not been dismissed, bonded, or satisfied of record;

(e) the fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Association as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata, as the reconstruction or repair progresses;

(f) such other provisions not inconsistent with the provisions hereof as the Board of Directors or the Insurance Trustee may reasonably require.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Board of Directors, shall be considered as one fund and shall be divided among all Unit owners in accordance with their Percentage Interest set forth in the Declaration after first paying out of the share of any Unit owner (to the extent such payment is required by any lienor and to the extent the same is sufficient for such purpose), an amount sufficient to satisfy all liens upon said Unit.

Section 12. Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules adopted by the Board of Directors, or the breach of these Bylaws or of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and

the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach.

Section 13. Maintenance and Repair.

(a) By the Association. The Association shall be responsible for the maintenance, repair and replacement of the following, the cost of which shall be charged to all Unit owners as a common expense:

(i) Except as otherwise provided in paragraph (b) of this Section 13, all of the Common Elements, whether located inside or outside of the Units; and

(ii) All exterior walls and exterior surfaces (including the painting of the exterior surface of the front door of each Unit) of the buildings constituting the Condominium; the roofs of the buildings constituting the Condominium; Unit party walls and all other portions of the Units which contribute to the support of the buildings constituting the Condominium, such as the outside walls of such buildings, and all fixtures on the exterior thereof; the boundary walls of Units; floor slabs; load-bearing columns; but excluding, however, the interior walls, interior ceilings and interior floor coverings of the Units, and excluding the surfaces of all walls, floors and ceilings of the Units; and

(iii) The sanitary and storm sewer systems and appurtenances; all water, electric, gas, heating, air conditioning, plumbing and telephone lines, facilities and systems that are deemed Common Elements, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of all utility services into two (2) or more Units, but excluding therefrom all air-handling units, heating units, air-conditioning units, and all plumbing and electrical appliances, fixtures, systems and parts thereof which are enjoyed by only a single Unit and are located solely within the boundary of an individual Unit or in a limited Common Element designated in the Declaration as being appurtenant to an individual Unit; all catch basins and television master antenna systems located outside the specific boundaries of any Unit; and all roof drainage pipes, gutters and leaders; and

(iv) Except as otherwise provided in paragraph (b)(ii) of this Section 13, all balconies or patios; and

(v) All incidental damage caused to any Unit by such work as may be done or caused to be done by the Association in accordance with the provisions of these Bylaws.

(b) By the Unit owner.

(i) Except for the portions of his Unit required to be maintained, repaired and replaced by the Association, each Unit owner shall be responsible for the maintenance, repair and replacement, at his own expense, of the following: any interior walls, ceilings and floors, kitchen and bathroom fixtures and equipment, air-handling units, heating units, air-conditioning units, lighting fixtures, plumbing and electrical appliances and systems, fixtures and parts thereof which are wholly contained within his

Unit and/or in a limited Common Element designated in the Declaration as being appurtenant to his Unit and serve his Unit and no other.

(ii) Each Unit owner shall be responsible for performing, at his expense, the normal maintenance for any balcony or patio which is designated in the Declaration as being a limited Common Element appurtenant to his Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall also make, at his own expense, all repairs thereto caused or permitted by his negligence, misuse or neglect.

(iii) Each Unit owner shall, at his expense, perform all maintenance and make all repairs and replacements to the windows, window frames, window screens, the front door, door frame, as well as the hardware and locking devices (but not the painting of the exterior surface of the front door) and any sliding glass door(s), and their frames and screens, appurtenant to or part of his Unit.

(iv) Each Unit owner shall be responsible for, and promptly after demand shall reimburse the Association for the cost of maintaining, repairing or replacing any damage to the Common Elements or any portion of his Unit required to be maintained, repaired or replaced by the Association which is caused by the negligence, misuse or neglect of such Unit owner. Such reimbursement shall be collected by the Association from the Unit owner obligated therefor in the same manner as set forth in Article V of these Bylaws for the collection of common charges.

(v) Each Unit owner shall perform his responsibilities under this Section 13 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 Association is responsible.

(c) 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.

Section 14. Restrictions on Use of Units. In order to provide for the congenial occupancy of the Condominium and for the protection of the values of the Units, and the adjoining property owners, the use of the Condominium shall be restricted to and shall be in accordance with the following provisions:

(a) With the exception of the use and maintenance of a rental or management office, as hereinafter provided, no part of the Condominium shall be used for other than housing and the related common purposes for which the Condominium was designed. Each Unit shall be used for residential purposes and for no other purpose, except that a Unit may be used as a professional office upon the written consent of the Board of Directors provided that such use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Condominium, and, provided further, that as a condition for such consent each such Unit owner agrees to pay and pays any increase in the rate of insurance for the Condominium which results from such professional use. An Owner may use a portion of his Unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner, and provided further that in no event shall any part of the Condominium be used as a school or music studio.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium applicable for residential use without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium, or the contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to the maintenance and repair of any portion of the Condominium, shall be complied with, by and at the sole expense of the Unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium.


(d) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Condominium, or which would structurally change any building or improvements thereon except as is otherwise provided in these Bylaws, provided, further, that interior partitions contributing to the support of any Unit shall not be altered or removed, without the consent of the Architectural Control Committee.

(e) Except for professional use permitted by the Board of Directors and other uses permitted by the Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium. No Unit owner may post any advertisement, poster or sign of any kind on the exterior of his Unit or in the windows of his Unit, except (i) as permitted by the Board of Directors; (ii) a temporary sign advertising the sale or rental of a Unit; (iii) in the event that the Board of Directors gives its consent to the professional use of a Unit, a suitable sign may be displayed upon the written consent of the Board of Directors; or (iv) when required by law. The right is reserved by the Declarant or its agents to use any unsold Unit or Units for display purposes and to display "For Sale" or "For Rent" signs for unsold Units. If a significant number of Units are utilized on a rental basis, then any Management Agent or Agents retained by the Owners of such rental Units shall have the right to maintain and staff a rental office within the Condominium and to display "For Rent" signs.

(f) No antennas that are visible from the exterior of any Unit may be erected or maintained except upon the written consent of the Board of Directors.

(g) No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein, nor shall any Unit be utilized for hotel purposes, nor shall the term of any such lease be for a term of less than thirty (30) days. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Act, Declaration and Bylaws and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit owner in accordance with the lease and by the Council of Unit Owners, in accordance with the Act. All leases must be in

writing, and must list the names of the occupants of the Unit. A copy of the executed lease shall thereafter be provided to the Association. The limitations of this Section shall not apply to any institutional first mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law or in the mortgage, or as a reason of foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure.



(h) The Limited Common Elements must be kept in an orderly condition so as not to detract from the neat appearance of the community. In this regard, no motorcycles may be parked on the patios, balconies, front entranceways or the yards. The Board of Directors, in its sole discretion, may determine whether or not Limited Common Elements are orderly. If an Owner shall fail to keep his Limited Common Elements orderly, the Board of Directors may have any objectionable items removed from the Limited Common Elements so as to restore its orderly appearance, without liability therefor, and charge the Unit owner for any costs incurred in the process.

(i) With the exception of lawn care equipment, no motorized vehicle may be used or maintained on the yards or sidewalks of any Unit and no unlicensed vehicles are allowed on the Condominium.

(j) Trash shall be stored in accordance with county health regulations within the Unit or upon the Common Element site, in the common area, if any, set aside by the Board of Directors for such storage. Trash shall not be set out for collection prior to the night before such date of collection and the empty containers shall be returned to the proper place of storage immediately after collection.

(k) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any Common Elements, except that this shall not prohibit the keeping of one (1) small, orderly house pet provided that it is not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the Common Elements except in areas designated by the Board of Directors. All pets shall be accompanied by an adult and are to be carried or leashed. Any member who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Association, and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Condominium.

(l) No junk vehicle or other vehicle on which current registration plates are not displayed, shall be kept upon any of the Common Elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the Common Elements or within any other portion of the Condominium.

(m) No commercial vehicles, trucks (over two tons), trailers, recreational vehicles, house trailers, boat trailers, boats, or the like shall be kept upon any of the Common Elements; provided, however, the Board of Directors reserves the right to permit such vehicles on the Common Elements in accordance with rules and regulations as may, from time to time, be promulgated by the Board of Directors.

(n) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any Common Elements at any time. Outdoor clothes dryers or clotheslines shall not be maintained upon any Common Elements at any time. No clothing, laundry or the like shall be hung from any part of any Unit or upon any of the Common Elements or from or upon any balcony or patio.

(o) Nothing shall be stored or placed upon any balcony or patio or upon any other portion of the Common Elements of the Condominium, except with the consent of the Board of Directors.

(p) Notwithstanding any provision contained in this Article V, Section 14, to the contrary, the use and other restrictions set forth in this Section 14 shall not apply to the use of the Common Elements and/or Units owned by the Declarant for display, marketing, promotion, sales, leasing or construction purposes or the use of Units as "Models".

Section 15. Rules - Adoption and Enforcement. The Board of Directors may, from time to time, enact uniform Rules which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit owners, provided that such Rules are not in conflict with the Declaration or these Bylaws, and provided further that such Rules are adopted in accordance with the Act and the following procedures:

(a) At least fifteen (15) days prior to the adoption of any proposed new Rule, a notice must be mailed or delivered to each Unit owner. The notice shall (i) contain a copy of the proposed Rule, (ii) inform the Unit owner of the right to submit written comments on the proposed Rule to the Board of Directors, (iii) state the effective date of the proposed Rule, and (iv) inform the Unit owner of the meeting of the Board of Directors which has been scheduled to consider and adopt the proposed Rule.

(b) Provided that the notice set forth in Section 15(a) of this Article V is mailed or delivered to each Unit owner, an open meeting of the Board of Directors shall be held at which each Unit owner or tenant present at such meeting shall be given an opportunity to comment on the proposed Rule.

(c) If a majority of the members of the Board of Directors present at the open meeting at which a quorum is present vote in favor of the proposed Rule, such proposed rule shall become effective upon its effective date unless (i) within fifteen (15) days after the affirmative vote, fifteen percent (15%) of the Unit owners sign and file a petition with the Board of Directors requesting a special meeting, and (ii) a quorum is present at such special meeting, and (iii) at such special meeting fifty percent (50%) of the Unit owners present and voting vote against the proposed Rule and such Unit owners represent more than thirty-three percent (33%) of the total votes in the Condominium.

All Rules shall have the same force and effect as if they were incorporated in these Bylaws by direct reference and may be enforced in the same manner as all other provisions of these Bylaws.

Section 16. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of Twenty-Five Thousand Dollars (\$25,000.00), and the making of such additions, alterations or improvements shall have been approved by more than fifty percent (50%) in voting interest of the Unit owners present in person and/or by proxy and voting at a meeting duly held in accordance with these Bylaws, the Board of Directors shall proceed with such additions, alterations or improvements and may assess all Unit owners for the cost thereof as a common expense. If such additions, alterations or improvements, if not made, could reasonably result in a threat to the health or safety of the Unit owners or a significant risk of damage to the Condominium, then such additions, alterations or improvements may be made without the prior approval of Unit owners. Any additions, alterations or improvements costing Twenty-Five Thousand Dollars (\$25,000.00) or less may be made by the Board of Directors without approval of the Unit owners, provided said Unit owners are provided at least ten (10) days' written notice of a special meeting at which such additions, alterations, or improvements are approved by an amendment to the budget by the Board of Directors. The cost of any such additions, alterations or improvements shall constitute a common expense.

Section 17. Architectural Control. Except for purposes of proper maintenance and repair or as otherwise permitted or required by law or these Bylaws and subject to the exemption set forth in Section 24 of this Article, it shall be prohibited for any Unit owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Unit or upon any of the Common Elements within the Condominium or to combine or otherwise join two (2) or more Units (or parts thereof), or to partition the same after combination, or to remove or alter any window or exterior doors of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of any building or otherwise affect the property, interest or welfare of any other Unit owner, materially increase the cost of operation or insuring the Condominium or impair any easement, until the complete plans and specifications, showing the location, nature, shape, change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the Condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Architectural Control Committee.

Section 18. Architectural Control Committee - Operation. For a period of ten (10) years from the date the Declaration establishing the Condominium is created, the Architectural Control Committee shall be composed of an uneven number of three (3) or more natural persons designated from time to time by the Declarant and such persons shall serve at the pleasure of the Declarant. Thereafter the Architectural Control Committee shall be designated by the Board of Directors of the Association. In the event the Declarant or Board of Directors, as the case may be, fails to appoint an Architectural Control Committee, then the Board of Directors shall constitute the Architectural Control Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or

promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 19. Architectural Control Committee - Approvals, Etc. Upon approval of the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 20. Architectural Control Committee - Limitations. Construction of alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 21. Architectural Control Committee - Certificate of Compliance. Upon the completion of any construction or alteration of other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Architectural Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these Bylaws as may be applicable.

Section 22. Architectural Control Committee - Rules, Etc. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, or other related matters, as it may consider necessary or appropriate. No such rules, regulations,

statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these Bylaws. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Control Committee shall be final except that any Unit owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee to the Board of Directors of the Association and, upon the request of such Unit owner, shall be entitled to a hearing before the Board of Directors.

Section 23. Architectural Control Committee - Approval of Use and Maintenance of Common Elements. In order to enhance the environmental qualities of the Condominium and the surrounding communities and for the protection of the values of the Units, the Architectural Control Committee designated by the Declarant shall have the right to oversee the use, maintenance and operation of the Common Elements. Without limiting the generality of the foregoing, the Architectural Control Committee shall have the authority to review and approve plans relating to the use, maintenance and operation of the Common Elements, and shall have the right to require the Association to take affirmative steps to alleviate any state of disrepair to the Common Elements. In the event the Association fails to adequately maintain the Common Elements (in the judgment of the Architectural Control Committee) then the Architectural Control Committee shall have the right to maintain the same, the cost of which shall be borne by the Association.

Section 24. Declarant's Exemption. Notwithstanding any provision of Sections 17 through 23 of this Article V to the contrary, the provisions of said Sections 17 through 23 shall not apply to the Declarant, or to a Unit owned by the Declarant or its designee. Further, the aforesaid provisions shall not apply to the Declarant's actions with respect to the Common Elements of the Condominium, notwithstanding anything contained herein to the contrary, for a period of ten (10) years from the date the Declaration establishing the Condominium is recorded, the provisions of Section 17 through 23 of this Article V shall not be modified or amended without the consent of the Declarant.

Section 25. Right of Access. A Unit owner hereby grants a right of access to his Unit to the managing agent and/or other person authorized by the Board of Directors or the managing agent for the purpose of making inspections or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit owner. In case of an emergency such right of entry shall be immediate, whether the Unit owner is present at the time or not.

ARTICLE VI MORTGAGES

Section 1. Notice to Board of Directors. A Unit owner who mortgages his Unit shall in writing notify the Board of Directors of the name and address of his mortgagee, and shall file a conformed copy of the note and mortgage with the Board of Directors.

The Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Common Charges or Other Default. The Board of Directors shall report to each eligible mortgage holder who has requested such notice any unpaid common expenses due from, or any other default by, the owner of a mortgaged Unit, which default has not been cured within sixty (60) days.

Section 3. Examination of Books. Each Unit owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times on business days.

Section 4. Notice of Loss to or Taking of Common Elements. The Board of Directors shall give written notice to eligible mortgage holders who have requested such notice of any condemnation or casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder of any Unit or the Common Elements or related facilities of the Condominium.

Section 5. Definition. As used in these Bylaws, the term "Mortgagee" shall mean any mortgagee or trustee under a deed of trust which is a lien upon a Unit, or the party secured or beneficiary of any recorded deed of trust, and shall not be limited to institutional mortgagees; and the term "mortgage" shall include a deed of trust. As used generally in these Bylaws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, mutual savings banks, mortgage insurance companies, mortgage companies, credit unions, savings and loan associations, pension funds, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof. "First mortgage" shall mean a mortgage with priority over all other mortgages. As used in these Bylaws, the term "eligible mortgage holder" shall mean a holder of a first mortgage on a unit who has requested notice from the Council of Unit Owners of amendments to the condominium documents or other significant matters which would affect the interests of the mortgagee.

ARTICLE VII SALES AND MORTGAGES OF UNITS

Section 1. Sales. A Unit owner may sell his Unit or any interest therein without the consent of the Association.

Section 2. No Severance of Ownership. Except as may be provided in the Act, no Unit owner shall execute any lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Elements of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are

appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant Common Elements of all Units.

ARTICLE VIII CONDEMNATION

In the event of a taking in condemnation (or by purchase in lieu thereof) of a Unit or any part thereof or of part or all of the Common Elements, the award made for such taking or purchase shall be distributed in accordance with Section 11-112(c) of the Act, and the distributions shall be made in accordance with the priority of interests at law or in equity in each Unit.

ARTICLE IX RECORDS AND AUDITS

The Board of Directors or the managing agent shall keep books and records in accordance with good accounting practices on a consistent basis. At the end of each fiscal year, the Board of Directors shall arrange an audit by an independent Certified Public Accountant, provided an audit shall be made not more than once in any consecutive twelve (12)-month period. The cost of such audit shall be a common expense. Every record, including the audit, of the Council of Unit Owners shall be available in accordance with the Act and these Bylaws for examination and copying by any Unit owner, his mortgagee, and their respective duly authorized agents or attorneys, during normal business hours and after reasonable notice.

ARTICLE X PARKING SPACES

Parking spaces within the Common Elements of the Condominium are hereby unassigned and designated for general use, to be used, unless otherwise designated by the Board of Directors, on a "first come, first served" basis. No vehicle belonging to any Unit owner, or to any guest or employee of any Unit owner, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any adjoining parking space.

Each Unit owner shall comply in all respects with such supplementary Rules which are not inconsistent with the provisions of these Bylaws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the Condominium, and the Board of Directors is hereby, and elsewhere in these Bylaws, authorized to adopt such Rules. The location of any parking space, if any, assigned to any Unit owner may be changed by the Board of Directors, at any time and from time to time, upon reasonable notice thereof in writing.

ARTICLE XI
EASEMENTS FOR UTILITIES AND RELATED PURPOSES

Subject to the requirements of Section 11-125 of the Act, the Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, cable television, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium as may be considered necessary or appropriate by the Board of Directors for the orderly maintenance, preservation, and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and/or welfare of the owners of the Units or the Declarant and/or as required by the Declaration.

ARTICLE XII
RESIDENT AGENT AND ANNUAL REGISTRATION

Section 1. Resident Agent. Promptly after the creation of the condominium regime, a Resident Agent for the Condominium, who shall be a citizen and actual resident of the state or a corporation duly registered or qualified to do business in the state, shall be appointed and his name and address shall be filed with the Department of Assessments and Taxation. The name or address of the Resident Agent may be changed by the Board of Directors of the Association by filing a notice of such change with the Department of Assessments and Taxation.

Section 2. Annual Registration. Following the first annual meeting of the Association, the Board of Directors shall register with the Department of Assessments and Taxation by providing the Department with the names and mailing addresses of the officers, directors, Resident Agent and Management Agent for the Association. This information should be updated on the following April 15 and each April 15 thereafter.

ARTICLE XIII
MISCELLANEOUS

Section 1. Notices. All notices hereunder to the Board of Directors shall be sent by first-class mail or personally delivered to the managing agent, or to such person as the Board of Directors may hereafter designate from time to time. All notices to any Unit owner shall be sent by mail or personally delivered to the address as may have been designated by him from time to time, in writing, for inclusion on the Roster. All notices to mortgagees of Units shall be sent by first-class mail or personally delivered to their respective addresses as designated by them from time to time, in writing, to the Board of Directors. All notices shall be in writing and shall be deemed to have been given when mailed or personally delivered, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires, and vice versa.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Amendments to Bylaws. Except as elsewhere herein or in the Declaration provided otherwise, these Bylaws may be modified or amended in accordance with Section 11-104(e) of the Act.

Section 7. Conflicts. In case any part of these Bylaws conflict with the Act and/or the Declaration, the provisions of the Act and/or Declaration as the case may be, shall control.

SCHEDULE OF MAINTENANCE RESPONSIBILITIES

NORTH CREEK PLACE CONDOMINIUM

CHART OF UPKEEP RESPONSIBILITIES

I	II	III	IV	V
ITEM	GENERAL COMMON ELEMENTS UNDER COUNCIL OF UNIT OWNERS' RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER COUNCIL OF UNIT OWNERS' RESPONSIBILITY	UNIT COMPONENTS UNDER COUNCIL OF UNIT OWNERS' RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Plumbing and related system & components thereof.	All upkeep of portions of plumbing serving more than one Unit. Water damage to Common Elements or Units other than the Unit which is the primary source of the problem through negligence of the occupants of such Unit.	If any, same as in Column II.	Only to the extent that a malfunction or threat of same has originated outside the Unit in which the malfunction occurs or may occur.	All portions within a Unit including fixtures and appliances attached thereto. Water damage to a Unit, when the primary source of such problem is through negligence of the occupants of that Unit.
Electrical and related systems & components thereof excluding appli- ances, fixtures & lights serving only one Unit.	All, in all regards.	All, in all regards.	---	All, in all regards, for items serving only one Unit, including fuse box, if applicable.
Heating & cooling systems and components thereof.	All, in all regards, serving more than one Unit.	If any, same as in Column II.	---	All, in all regards, for items serving only one Unit.
Parking lots	All, in all regards.	---	---	---
Storage areas (if any)	All, in all regards, including routine cleaning.	---	---	---
Refuse collection system.	All, in all regards.	---	---	---

I	II	III	IV	V
ITEM	GENERAL COMMON ELEMENTS UNDER COUNCIL OF UNIT OWNERS' RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER COUNCIL OF UNIT OWNERS' RESPONSIBILITY	UNIT COMPONENTS UNDER COUNCIL OF UNIT OWNERS' RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Grounds, including all landscaped & paved areas except public streets and other improvements thereon lying outside the main walls of the buildings.	All, in all regards.	---	---	---
Buildings, exterior roofs, vertical walls and foundations.	All, in all regards.	---	---	---
Windows	All, which do not serve a Unit, in all regards.	---	---	All, in all regards.
Doors, main entry to Units.	---	---	Exterior of door.	Interior of door.
Balcony or terrace doors.	---	---	---	All, in all regards.
Balconies, terraces and railings.	---	All, in all regards other than normal maintenance.	---	Normal maintenance.
Screens (balcony or terrace doors and windows)	All which do not serve a Unit, in all regards.	---	---	All which serves the Unit in all respects. Replacements to be of same color, grade and style.

NOTES

CHART OF UPKEEP RESPONSIBILITIES:

This chart and the titles and headings used herein are not intended to describe or encompass all Upkeep functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Council of Unit Owners. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. **THIS CHART IS INTENDED MERELY AS A SUMMARY OF THE PROVISIONS OF THE PROPERTY REPORT AND THAT TO THE EXTENT THERE SHOULD EXIST AN INCONSISTENCY BETWEEN THE SUMMARY AND THE ACTUAL PROVISIONS OF THE DOCUMENTS, THE PROVISIONS OF THE PROPERTY REPORT SHALL BE DEEMED CONTROLLING.**

Column I: Items. Items appearing in this column are illustrative and not exhaustive.

Column II: Common Elements Under Council of Unit Owners' Responsibility. Responsibility for determining and providing for the Upkeep requirements of the Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

Column III: Limited Common Elements Under Council of Unit Owners' Responsibility. Responsibility for determining the Upkeep requirements of the Limited Common Elements shall be a shared responsibility between the Board of Directors and the Unit Owner of a Unit to which a specific Limited Common Element is exclusively appurtenant; provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such Upkeep activities.

Column IV: Unit Components Under Council of Unit Owners' Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the Common Elements and Common Expense Items in such a way that a clear distinction between Unit Owner and Owner Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expenses.

Column V: Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities otherwise expressly provided for.

RULES

NORTH CREEK PLACE CONDOMINIUM

RULES

The Board of Directors of the Council of Unit Owners of North Creek Place Condominium has adopted the following Rules for the mutual benefit of the owners and occupants of the condominium units therein ("Units"). These Rules may be modified from time to time by the Board of Directors as it deems necessary to promote the safety and welfare of the owners and occupants of the Units. The Managing Agent has been authorized and directed by the Board of Directors to uniformly enforce the Rules at all times.

1. The sidewalks, paths, driveways, hallways, corridors, vestibules and other areas for use in getting to and from parking spaces, Units and/or recreation facilities shall not be obstructed or used for any purpose other than for ingress to and egress from the parking spaces, Units and/or recreational facilities.

2. Unless specific portions of the common areas are designated by the Board of Directors for such purpose, no portion of the common areas shall be used for the storage or placement of furniture or any other article, including, but not limited to, plants, boxes, shopping carts, and the like.

3. No Unit owner or occupant shall make or permit to be made any disturbing noise in the common areas or in the Units by himself, his family, friends, tenants, employees, servants or invitees; nor permit anything to be done by any such persons as would interfere with the rights, comfort or convenience of other Unit owners or occupants. No Unit owner or occupant shall play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder or the like if the same shall unreasonably disturb or annoy any other Unit owners or occupants.

4. Unit owners and occupants shall not be allowed to put their names in any entry or passageway, or other common area, except in the place designated for same by the Board of Directors, or in the mailbox provided for the use of the Unit occupied by them.

5. No rugs shall be beaten on common areas, nor dust, rubbish or litter swept from the Unit or any other room thereof onto any of the common areas. Unit owners and occupants must deposit all rubbish or litter in the designated areas and receptacles provided for such purpose.

6. Persons shall not be permitted to loiter or play in any common area not specifically designated as a play or recreation area.

7. The water closets and other water, plumbing and disposal apparatus shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, rags, newspapers, ashes or other substances shall be thrown therein. Any damage to the property of others, including the common areas, resulting from the misuse or neglect of such facilities or from the misuse or neglect of any heating, cooling or electrical apparatus or facility shall be paid for by the owner of the Unit who caused the damage.

8. The repair of all damage to the common areas and property of the Council of Unit Owners resulting from the moving and/or carrying of furniture and/or other articles therein shall be paid for by the Unit owner or the person in charge of such articles.

9. Nothing shall be thrown or emptied out of the windows, patios or doors of any Unit, or thrown or emptied in the common areas, nor shall anything be hung from outside the windows or on the patios or placed on the outside window sills of any Unit.

10. Common utilities shall not be used or left running for unreasonable or unnecessary lengths of time.

11. No one shall interfere in any manner with the heating, cooling, hot water, lighting or similar apparatus in or about the buildings and common areas.

12. No awnings or window guards shall be used except as shall be put up or approved by the Board of Directors.

13. The Managing Agent, by authority of the Board of Directors, shall retain a passkey to each Unit. No Unit owner shall alter any lock or install a new lock on any door leading into the Unit without the prior consent of the Board of Directors. If such consent is given, the Unit owner or occupant shall provide the Managing Agent with a key for its use. A charge may be made for opening a Unit owner's door.

14. Unit owners and occupants, their employees, servants, agents, visitors, licensees and their families will obey the parking regulations posted at the parking areas, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit owners and occupants. Double-parking shall not be permitted, except in case of emergency.

15. The Unit owners and occupants shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the Condominium, except as may be necessary for the safe operation thereof.

16. The owners and occupants of the Units shall in general not act or fail to act in any manner which unreasonably interferes with the rights, comfort and convenience of other Unit owners and occupants.

17. Unit owners will faithfully observe the procedures established from time to time by the Board of Directors, the Managing Agent or the Manager with respect to the disposal of garbage, rubbish and refuse.

18. No velocipedes, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, courts or other public areas of the building.

19. No cooking shall be permitted on any balcony. Subject to local laws or regulations, cooking shall be permitted on terraces, provided such cooking does not cause a nuisance to other Unit owners.

20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. Unit owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any buildings.

22. No Unit owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

23. All persons shall be properly attired when appearing in the corridors, pool, and any other public spaces in the buildings.

24. Deliveries requiring entrance to a Unit will not be accepted unless the Unit owner has signed an admit slip and left a key with the Manager. The Board of Directors, Managing Agent and Manager cannot assume any responsibility for the condition in which deliveries are received.

25. Solicitors are not permitted in the buildings. If a Unit owner is contacted by one, he should notify the Manager immediately.

26. All personal property placed in any portion of the buildings or any place appurtenant thereto shall be at the sole risk of the Unit owner.

27. No radio or TV aerial or connection shall be installed or shall extend outside of Units.

28. Laundry work shall be done only in the areas provided for such purpose and shall be done at reasonable times and in a reasonable manner so as to not unreasonably interfere with the rights, comfort and convenience of owners or occupants of Units.

29. Subject to the provisions of the Bylaws, dogs, cats and other domestic pets are allowed, provided that the same shall not disturb or annoy other occupants. Any inconvenience, damage or unpleasantness caused by such pets shall be the sole responsibility of the respective owners thereof. All such pets shall be kept under the direct control of their owners at all times and shall not be allowed to run free or unleashed or to otherwise interfere with the rights, comfort and convenience of any of the Unit owners or occupants.

30. Recreation areas and pool area:

(a) Furniture other than that provided by the Board of Directors shall not be used in the recreation areas and pool area, nor shall such furniture be removed from said areas.

(b) Users of the recreation areas and pool area are responsible for the removal of all articles brought there by them, including, but not limited to, towels, books and magazines.

(c) Swimming shall be permitted only between such hours as are prescribed by the Board of Directors.

(d) No running, pushing or scuffling shall be permitted in or around the pool.

(e) There shall be no splashing of water other than that accompanying normal swimming.

(f) There shall be no extraordinary yelling in the pool or pool area or at the tennis courts or tennis area.

(g) No life rafts, toys or other such objects shall be permitted in the pool.

(h) Showers shall be taken before entering the pool.

(i) Any person having any skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease shall be excluded from the pool.

(j) All bobby pins, hairpins and other such materials shall be removed before entering the pool.

(k) No occupants of the Units under the age of sixteen (16) shall be permitted to entertain guests in the pool or pool area unless their guests are under the poolside supervision of a parent or occupant-guardian of the minor occupant.

(l) Glass containers of any kind shall be prohibited in the pool area.

(m) The owners and occupants of Units are responsible for the conduct of their guests. The right to have guests use the pool or other recreational areas and the amount of guest fees (if any) to be charged may be regulated by the Board of Directors from time to time.

(n) All persons shall comply with the requests of the Pool Manager respecting matters of personal conduct in and about the pool and recreational areas. The Pool Manager has authority to close the pool and pool area when, in his or her judgment, it is necessary to do so for the health and safety of the persons using the pool and pool area.

(o) The use of the pool, pool area and the recreational areas shall be subject to such other rules and regulations as may be posted from time to time.

Exhibit "C"

(Sales Agreement for
Resale of Condominium Unit)

Purchaser: _____
Unit: _____

NORTH CREEK PLACE CONDOMINIUM

SALES AGREEMENT FOR RESALE OF CONDOMINIUM UNIT

THIS AGREEMENT, dated _____, 19____, between
CAPITAL HOUSING ASSOCIATES II LIMITED PARTNERSHIP - _____,
a Virginia limited partnership ("Seller"), and _____,
_____ and _____,
of _____
_____ (present address); (_____) (home) /
(_____) (work) (telephone) ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the fee owner of the property located in
the Thirteenth (13th) Election District of Montgomery County,
Maryland (the "Property") which has been subjected to the effect
of the Maryland Condominium Act of the State of Maryland (the
"Act"), as part of North Creek Place Condominium (the
"Condominium"); and legally described as Unit No. _____ in
Building No. _____ located at _____,
Rockville, Maryland 20853 in the North Creek Place
Condominium (the "Unit"), together with an undivided interest in
the Common Elements, Common Profits and Common Expenses equal to
the percentage interest set forth in the Declaration establishing
the Condominium recorded among the Land Records of Montgomery
County in Liber 6580 at folio 248 and re-recorded in Liber 6581 at
folio 001 et seq. (the "Declaration"); and

WHEREAS, Purchaser desires to purchase the Unit and Seller
desires to sell the Unit to Purchaser, as shown on the condominium
plat described below (the "Plat"), together with an undivided
interest in the Common Elements, Common Profits and Common Expenses
appurtenant thereto.

NOW, THEREFORE, in consideration of the foregoing and the
mutual promises herein contained and other good and valuable
consideration, the receipt of which is hereby acknowledged by both
Purchaser and Seller, the parties hereto hereby agree as follows:

1. Sale of Unit. Seller agrees to sell to Purchaser and
Purchaser agrees to purchase from Seller the Unit which is

North Creek Place Condominium
Sales Agreement for Resale
Page 2

designated as Unit _____ in the Condominium, together with the undivided interest in the Common Elements and Common Profits and Common Expenses appurtenant thereto, all as set forth in the Declaration (said Unit and the undivided interest in the Common Elements and Common Profits and Common Expenses appurtenant thereto being hereinafter together called the "Unit"). The description, location, and area of the Unit is shown on the Plat prepared by Lanier/Maddox and recorded together with the Declaration among the aforesaid Land Records in Condominium Plat Book 36 at Plat 3742, et seq.

2. Purchase Price. Purchaser agrees to pay for the Unit as follows:

Sales Price for Unit
\$ _____
Price of Selected Options (Schedule "A") \$ _____

TOTAL PURCHASE PRICE
\$ _____
(exclusive of settlement
costs and prepaid items)

Such Total Purchase Price being payable as follows:

Deposit (with this Agreement, the
"Deposit") \$ _____

Mortgage Proceeds (if any) \$ _____

Balance Due at Settlement (exclusive
of settlement costs and prepaid items) \$ _____

3. Personal Property. Personal property and other items in or about any model units in the Condominium are for display purposes only and are not included in the price. The Unit to be delivered hereunder may not necessarily conform exactly to any such model unit.

4. Financing. Purchaser hereby elects the following method of financing, pursuant to the terms of this Agreement (Purchaser to designate applicable financing):

- () No financing arrangement (all cash)
- () Financing arranged through lender of Purchaser's choice
- () Financing arranged through lender designated by Seller

Purchaser: _____
Unit: _____

(a) Cash or Purchaser's Lender. 'If Purchaser elects to pay the Purchase Price all in cash, or if Purchaser elects to place a mortgage or deed of trust on the Unit with a lender of Purchaser's choice, then this Agreement shall be in no way contingent upon financing and Purchaser assumes full responsibility to initiate and pursue all steps necessary to obtain the funds required for settlement. Further, Purchaser shall provide proof of Purchaser's financial ability to pay the Balance Due at settlement to Seller within twenty (20) days after the date of this Agreement. If Purchaser fails to provide proof satisfactory to Seller, Seller, at its sole option, may terminate this Agreement and cause the Deposit to be returned to Purchaser. If Purchaser thereafter fails to pay the Purchase Price due at settlement, then this Agreement, at the sole option of Seller, may be terminated and the Deposit retained by Seller.

(b) Designated Lender.

(1) Introduction. If Purchaser elects to obtain financing from any lender designated by Seller, then Purchaser shall place with such lender designated by Seller a mortgage or deed of trust on the Unit in the amount set forth in Paragraph 2 hereof paying interest at the prevailing market rate for such term and on the repayment schedule established by the lender's written commitment to Purchaser. Purchaser's credit will be subject to approval by the designated lender making such mortgage loan.

(2) Pre-Qualification. Purchaser shall apply to the lender within ten (10) days after the date of this Agreement and shall, within fifteen (15) days after the date of this Agreement, provide to Seller or such lender such information or other materials as may be required by such lender. Purchaser shall complete all mortgage credit applications and other similar forms provided by the lender promptly after receipt, and if such forms are not submitted to the lender properly and fully executed within ten (10) days after the request for the same, then this Agreement, at the sole option of Seller, may be terminated and the Deposit retained by Seller. Purchaser shall comply with the terms of any pre-qualification letter and commitment from the lender. If Purchaser has complied with the requirements of this Agreement and for any reason whatsoever is unable to obtain a pre-qualification letter or commitment satisfactory to Seller for the mortgage loan referred to above from a designated lender, Seller shall have the sole option to terminate this Agreement and cause the Deposit to be returned to Purchaser. If the lender refuses to make the loan due to the failure of Purchaser to comply with the terms of any pre-qualification letter or commitment, Seller shall have the sole option to terminate this Agreement and Seller may retain the Deposit. In no event shall Seller have any obligation or liability to Purchaser due to the lender's refusal to make such loan for any

reason whatsoever, except that Seller shall cause the Deposit to be returned to Purchaser, if due.

(3) Other Financing. If Purchaser elects to obtain financing from the lender designated by Seller, Purchaser may also seek financing from any other source until either a designated lender issues a commitment to Purchaser or Purchaser fails to pursue mortgage financing in compliance with this Agreement. Purchaser must thereupon either accept the commitment offered by the designated lender or deliver to Seller a copy of a commitment letter satisfactory to Seller issued by the lender of Purchaser's choice; otherwise, this Agreement, at the sole option of Seller, may be terminated and the Deposit retained by Seller.

(c) Lender's Fees. The lender, whether selected by Purchaser or designated by Seller, customarily will require a loan origination fee of a percentage of the amount of the loan from Purchaser and other charges. Seller is not obligated to pay any fees or charges of or required by a lender.

(d) Credit Information. Any credit application and any information obtained in connection therewith may be released by Seller or any designated lender to any other designated lender without the further consent of Purchaser, solely for purposes of obtaining a mortgage commitment hereunder.

(e) Deposit. Seller acknowledges receipt of the Deposit. The Deposit shall be held in an escrow account or bonded pursuant to Maryland law. At settlement the Deposit shall be paid to the person conducting the settlement hereunder for delivery to Seller. Upon default hereunder or upon any termination of this Agreement, the Deposit shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement. The Deposit shall be held and returned or applied hereunder without payment of interest to Purchaser.

5. Condition of Unit. Purchaser acknowledges that except as specifically agreed upon by the parties in writing or as required by law, the Unit and the Common Elements of the Condominium are sold "as-is".

Except as specifically required by applicable law or as modified by any addenda to this Agreement (i) the Unit will not be renovated in any manner whatsoever, (ii) Seller gives no warranty on the Unit, the Common Elements, the appliances and fixtures, or any consumer products (as that term may be defined by applicable federal, state and local laws) sold with the Unit, all being sold in "as is" condition, and (iii) Purchaser acknowledges that the Unit and all appliances, equipment and fixtures being sold with the Unit are used and are being sold "as is" without any warranty whatsoever, except for any manufacturer's warranties in effect at

Purchaser: _____
Unit: _____

the time of closing, which warranties, if any, will be assigned to Purchaser at settlement. The Purchaser hereby acknowledges that the Seller has not installed any new insulation in the Unit and makes no representation as to the R-value of any insulation in or about the Unit. Seller makes no representation or warranty whether the Unit contains or is free from radon or any other hazardous naturally occurring environmental substance. Purchaser agrees to hold Seller harmless from any liability for injury or damage caused by radon or any other naturally occurring hazardous environmental substance or material.

Notwithstanding the foregoing, in the event Schedule "B" is attached hereto, Seller agrees to cause the work set forth in Schedule "B" to be done to the Unit. As Seller's schedule may not permit the completion of the work set forth in Schedule "B" prior to settlement, the failure to complete any or all of such work shall not be a bar to settlement hereunder or a ground for the postponement thereof beyond the time otherwise designated by the Seller in accordance with the provisions of this Agreement.

6. Administration of the Condominium. An unincorporated association of all of the owners of Units (the "Council of Unit Owners") will manage, operate, and maintain the Common Elements of the Condominium. Each owner of a Unit will automatically be a member of the Council of Unit Owners. The vote of each member is set forth opposite his Unit designation on an exhibit to the Declaration. Such vote will be proportionate to Purchaser's percentage interest in the Common Elements and Common Profits and Common Expenses of the Condominium. The affairs of the Council of Unit Owners will be conducted by a board of directors to be elected as provided in the Bylaws of the Council of Unit Owners.

A professional management company has entered into a management agreement with the Council of Unit Owners for the management of the Property.

7. Title. The Unit is sold free of encumbrances, except as may be stated aforesaid; subject, however, to then and/or now existing easements, covenants, conditions and restrictions (including, but not limited to, those appropriate to the establishment of the Condominium in accordance with the Act) as well as zoning and other applicable laws and regulations and such facts as an accurate survey or personal inspection of the Property would reflect, provided same do not render title unmarketable; otherwise, the Deposit is to be returned and the obligations of the Purchaser and Seller hereunder terminated at Purchaser's option, such option to be exercised in writing by Purchaser within ten (10) days after Purchaser discovers or should have known of the title defects, but in no event after the date of closing; otherwise Purchaser shall be deemed to have waived title defects. If Seller's title shall be deemed unmarketable, Seller is hereby released from liability

or damages by reason of any defect in or failure of title and Seller shall have no obligation to incur any expense or take any action to clear title. The Unit is also sold subject to easements, if any, created or to be created prior to or after closing for utility companies or municipal authorities, for the installation, maintenance and repair of street lights, storm drains, slopes, sewers, water lines and other utilities and related facilities and/or additional covenants, restrictions or easements which may be placed on record after execution hereof for the benefit of the Condominium and/or the community of which it is a part. Purchaser shall, upon request, execute any instruments creating such easements, covenants or restrictions. This Agreement is subordinate to any interim or existing financing for the Property or the Unit.

8. Deed. Seller agrees at closing to execute and deliver a special warranty deed to the Unit.

9. Possession. Seller agrees to give possession of the Unit to Purchaser at the time of closing hereunder and receipt of the full Purchase Price unless the Unit is being leased or rented in which event the Purchaser may continue to reside in the Unit and may maintain furniture and other property in the Unit prior to settlement. If the Unit is one other than the one now occupied by Purchaser, Purchaser hereby relinquishes all opportunities to purchase the Unit now occupied and shall vacate the Unit now occupied within ten (10) days after settlement. Purchaser shall continue to pay rent under the existing lease until vacating the leased unit. If Purchaser defaults under any Pre-Settlement Occupancy Agreement or lease pursuant to which Purchaser occupies the Unit, such default shall be deemed to be a material breach of this Agreement.

10. Risk of Loss. Seller assumes the risk of loss or damage to the Unit by fire or other casualty until the deed of conveyance is delivered to Purchaser, or the title attorney or title company. If such loss or damage occurs, Seller may terminate this Agreement and refund the Deposit to Purchaser without further liability to Purchaser. Purchaser shall have no right to fire or other casualty insurance proceeds.

11. Closing, Pro Rations and Other Costs. At least ten (10) days prior to the time when Seller is prepared to convey title, Seller shall notify Purchaser of same and shall advise Purchaser of the date and time of the closing of title. The closing shall take place at the time and place as Seller shall specify in its notice. Settlement may, at Seller's option, be conducted individually or in groups. If Purchaser does not settle on the date specified by Seller, Purchaser shall pay Seller the costs incurred by Seller as a result of Purchaser's delay in settlement

Purchaser: _____
Unit: _____

on the Unit, including, without limitation, real estate taxes, interest and condominium assessments.

If settlement is made by a title company or such other settlement agent as Seller may designate, then Seller shall pay the cost of examination of title, settlement agent's fees for preparation of papers, clerk's fees, notary fees and attorney settlement charges (other than charges by Purchaser's attorney), otherwise such costs will be paid by Purchaser. All other closing expenses and closing costs of any nature whatsoever (including, without limitation, recording costs, mortgage insurance premiums, prepaid items and lender's charges, state and county transfer and recordation taxes, tax and insurance escrows, mortgagee's and owner's title insurance, and other similar charges) shall also be paid by Purchaser, except that the four percent (4%) Montgomery County, Maryland, condominium transfer tax, if applicable, will be paid by Seller. Purchaser has the right, at Purchaser's own expense, to have counsel of Purchaser's own choice attend settlement on his behalf.

SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE BUYER AND THE SELLER. By their execution of this Agreement, Purchaser and Seller acknowledge that they have specifically negotiated for Purchaser to pay the full amount of all applicable recordation taxes and state and local transfer taxes (except for the four percent (4%) condominium transfer tax, if applicable).

In the event that closing hereunder occurs other than on the first day of the month, Purchaser shall pay a pro-rated portion of the unpaid condominium assessments or dues for the month in which closing occurs.

All real estate taxes, insurance premiums, condominium dues and assessments and governmental assessments (including, without limitation, all charges by Washington Suburban Sanitary Commission), if any, and other prepaid items shall be adjusted and prorated as of the date of closing. Taxes, general and special, shall be adjusted according to the certificate of taxes issued by the taxing authority.

Deposit with the title company or title attorney of the Purchase Price, the deed of conveyance, and such other papers as are required by the terms of this Agreement shall be deemed to be a good and sufficient tender of performance of the terms hereof.

Purchaser agrees that no funds due Seller at settlement pursuant to the terms hereof may be escrowed for any reason,

including, but not limited to, alleged failure of Seller to complete any items of construction or repair with respect to the Unit or the Common Elements of the Condominium unless the Seller agrees to such escrow in writing.

Notwithstanding any provision of this Agreement to the contrary, pursuant to the provisions and requirements of Article 56, Section 227C, Annotated Code of Maryland (1973 Repl. Vol.) and as a material part of this Agreement, notice is hereby given as follows: THE PURCHASER SHALL HAVE THE RIGHT TO MAKE THE APPROPRIATE AND NECESSARY ARRANGEMENTS FOR THE EXAMINATION OF TITLE TO THE PREMISES AND FOR THE PREPARATION AND SETTLEMENT OF ALL NECESSARY CONVEYANCING AND FINANCIAL DOCUMENTS BY THE TITLE COMPANY OR ATTORNEY OF HIS OWN SELECTION AND AT HIS OWN EXPENSE. In the event the Purchaser decides to make such a selection, then he shall do so by notice in writing to the Seller within fifteen (15) days following the date of this Agreement and any such notice shall contain the full name and current mailing address of the title attorney or title company so selected. If no such notice is given by Purchaser, then Seller may designate the title attorney or title company to conduct settlement.

Anything contained in this Agreement to the contrary notwithstanding, in the event that Seller is unable to close on the date prescribed in the notice of closing or, prior to the date of closing is delayed or hindered in the performance of any act required hereunder by reason of litigation, labor troubles, unavailability of labor or materials of Seller's regular sources, governmental restrictions, laws now or hereafter in effect and/or building codes or other conditions beyond Seller's control, then performance of any such act shall be excused for the period of the delay and, if such delay shall in the aggregate exceed sixty (60) days, then the Seller may any time thereafter and by written notice to Purchaser, terminate this Agreement in which event the Deposit shall be refunded and both parties thereafter relieved of further liability hereunder.

Purchaser shall have the option of canceling this Agreement and receiving back its Deposit in the event title to the Unit is not delivered in accordance with this Agreement within three hundred sixty (360) days from the date hereof.

12. Purchaser's Default. If Purchaser shall fail to close hereunder on the date of closing or shall otherwise be in default under this Agreement or any lease agreement or Pre-Settlement Occupancy Agreement, then, at Seller's option, (i) this Agreement may be terminated, in which event Purchaser's Deposit shall be retained by Seller as liquidated damages, and not as a penalty, whereupon all obligations of the parties hereunder shall cease, or (ii) Seller may retain the Deposit as a general fund for the

payment of damages, and may pursue such legal and/or equitable remedies as Seller may have on account of Purchaser's default.

13. Transportation Facilities. The Purchaser acknowledges that the Seller has informed Purchaser of the existence of any deferred charges attributable to transportation related facilities for which Purchaser will be liable.

14. Airports and Heliports. The Purchaser hereby acknowledges that in connection with the sale and purchase of the Unit, the Seller or its duly authorized agent has advised the Purchaser of the relative location of the Montgomery County Airpark which is approximately located within a five (5)-mile radius of the Condominium.

15. Purchaser's Right to Review Applicable Master Plan, Municipal Land Use Plan, and Any Adopted Amendment. PURCHASER HAS THE RIGHT PURSUANT TO SECTION 40-10 OF THE MONTGOMERY COUNTY CODE TO REVIEW, BEFORE SIGNING A CONTRACT FOR THE SALE OF REAL PROPERTY, THE APPLICABLE COUNTY MASTER PLAN, AND ANY MUNICIPAL LAND USE PLAN FOR THE AREA IN WHICH THE PROPERTY IS LOCATED, AND ANY ADOPTED AMENDMENT TO EITHER PLAN, AND APPROVED OFFICIAL MAPS SHOWING PLANNED LAND USES, ROADS AND HIGHWAYS, PARKS AND OTHER PUBLIC FACILITIES AFFECTING THE PROPERTY CONTAINED IN THE PLAN. THE MATERIALS LISTED IN THE PRECEDING SENTENCE MUST BE AVAILABLE IN A MODEL HOME OR SALES OFFICE, OR, IF A MODEL HOME OR SALES OFFICE IS NOT LOCATED ON OR NEAR THE PROPERTY, THEN AT THE PROPERTY.

PURCHASER ACKNOWLEDGES, BY SIGNING BELOW AND ON THE SIGNATURE PAGE OF THIS AGREEMENT, THAT (A) SELLER HAS OFFERED PURCHASER THE OPPORTUNITY TO REVIEW THE APPLICABLE MASTER PLAN AND MUNICIPAL LAND USE PLAN AND ANY ADOPTED AMENDMENT AND THE APPROVED OFFICIAL MAPS, (B) SELLER HAS INFORMED PURCHASER THAT AMENDMENTS AFFECTING THE PLAN MAY BE PENDING BEFORE THE PLANNING BOARD OR THE COUNTY COUNCIL OR A MUNICIPAL PLANNING BODY, (C) PURCHASER HAS EITHER REVIEWED EACH PLAN AND ADOPTED AMENDMENT OR HAS WAIVED THE RIGHT TO DO SO, AND (D) PURCHASER UNDERSTANDS THAT, TO STAY INFORMED OF FUTURE CHANGES IN COUNTY AND MUNICIPAL LAND USE PLANS, PURCHASER SHOULD CONSULT THE PLANNING BOARD AND THE APPROPRIATE MUNICIPAL PLANNING BODY.

Purchaser: _____

Purchaser acknowledges that at no time did Seller or any agent of Seller explain to him the intent or meaning of any such plan, amendment, or map, nor did Purchaser rely on any representation made by Seller or any agent of Seller relative to such plan, amendment, or map.

16. City of Rockville Only - Land Use Plan and Related Matters. Seller hereby notifies Purchaser of Purchaser's right to review the Approved and Adopted Land Use Plan Map (the "Map") portion of the Plan of the City of Rockville adopted pursuant to the provisions of Article 66B of the Annotated Code of Maryland and all amendments to said Map. Purchaser acknowledges that Purchaser has been offered the opportunity to review the Map and that Seller either produced and made available for Purchaser's review a copy of the Map or escorted Purchaser to a place where the Map is available for review and secured the Map for review by Purchaser. Purchaser further acknowledges that at no time did Seller or any agent of Seller explain to Purchaser the intent or meaning of the Map nor make any representation or warranties regarding the Map.

17. Subdivision Map. Purchaser specifically acknowledges that, prior to the execution of this Agreement, Seller delivered to Purchaser a copy of the recorded subdivision plan on which the premises are located or, if the premises are not subdivided, a copy of the subdivision plat Seller intends to record among the land records. If the premises are located in a subdivision upon which an individual sewage disposal system has been or is to be installed, Purchaser acknowledges by its execution of this Agreement that Purchaser has reviewed the applicable record plat, including any provisions thereon with regard to areas restricted for the initial and reserve well locations and individual sewage disposal systems (if applicable).

18. Sewerage Facilities. The Seller, or its agent, is obligated to disclose to Purchaser any information known to Seller as to whether the Property is connected to, or has been authorized for connection to, a community sewerage system and, if not, whether an individual sewage disposal system has been approved by Montgomery County for such Property or whether the Property has been disapproved by Montgomery County for the installation of an individual sewage disposal system.

The Purchaser hereby acknowledges that in connection with the sale and purchase of the Unit the Seller, or its duly authorized agent, has advised the Purchaser that according to the Washington Suburban Sanitary Commission and/or the Montgomery County Department of Environmental Protection, the Property and the Unit is connected, or has been authorized for connection to a community sewerage system.

19. Brokerage. Purchaser warrants to Seller that Purchaser has not dealt with any real estate brokerage agencies, except through the services of Seller's sales agent or any co-broker named herein, in connection with this transaction and agrees to hold Seller and agent harmless against liability, loss or damages

Purchaser: _____
Unit: _____

suffered by Seller and agent as a result of a breach of the foregoing warranty with respect to brokerage. This warranty shall survive execution and delivery of the Deed aforesaid.

20. Real Estate Guaranty Fund. Any person aggrieved in accordance with Article 56, 217A, of the Annotated Code of Maryland, as amended may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, as proven before the Maryland Real Estate Commission, in an amount not exceeding twenty-five thousand dollars (\$25,000.00) in consideration of any claim. A purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of twenty-five thousand dollars (\$25,000.00) for any claim.

21. Consequential Damages. Nothing in this Agreement (including Addenda thereto) shall limit or preclude Purchaser's right to obtain consequential damages as a result of Seller's breach or cancellation of this Agreement.

22. Front-Foot Benefit Charges. The Purchaser acknowledges that the Property may be subject to liens, taxes, assessments and charges for water and sewer service and connections. Although estimated deferred water and sewer charges presently known to Seller are disclosed herein, other water and sewer charges may be applicable to the Property which are not disclosed herein. Information concerning all charges for water and sewer services, deferred or otherwise, may be obtained from the Washington Suburban Sanitary Commission. Purchaser shall be responsible for all Washington Suburban Sanitary Commission water and sewer charges, assessments, fees, taxes and liens applicable to the Property.

Seller discloses to Purchaser that, to Seller's knowledge, each Unit is subject to a front-foot benefit of eighteen (18) feet and the estimated water and sewer charges are as follows:

For the following units on Baltimore Road: 2505-6, 2505-7, 2507-3, 2507-4, 2507-5, 2507-7, 2509-4, 2509-5, 2509-6, 2509-8, 2511-3, 2511-4, 2511-6, 2511-7:

Estimated front-foot water charges are \$0 per year and estimated front-foot sewer charges \$15.84 per year; for a total of \$15.84 payable annually through the year 2008.

23. Pre-Settlement Inspection. Purchaser agrees that upon notice from the Seller, orally or in writing, prior to settlement Purchaser shall inspect the Unit and note any perceived defects or items requiring repair on the Pre-Settlement Inspection Report.

Unless otherwise agreed by Seller, Purchaser may only inspect the Unit accompanied by Seller or an authorized agent of Seller. The Purchaser may also be accompanied by any representative or agent of its choice during such inspection. Purchaser acknowledges that Seller shall only be responsible for items listed on the Pre-Settlement Inspection Report which are related to any work or renovation performed by Seller, and failure to fix or remedy such alleged items shall not in any way excuse, delay or postpone settlement hereunder.

24. Miscellaneous. The principals to this Agreement mutually agree that subject to the limitations on assignment set forth herein, it shall be binding upon them, and each of their respective heirs, executors, administrators, successors and assigns; that this Agreement contains the final and entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if mailed by registered mail or certified mail, return receipt requested, first class, postage prepaid, if to Seller, to 14418 Parkvale Road #2, Rockville, Maryland 20853; and if to Purchaser, to its address hereinabove set forth. The parties shall be responsible for notifying each other of any change of address. This Agreement cannot be assigned (either voluntarily, by operation of law, or otherwise) without the prior written consent of the Seller. This Agreement (including any notices thereof) shall not be recorded. Purchaser represents that Purchaser is purchasing the Unit as a single-family residence to be occupied by Purchaser as its principal residence. The term "Deposit", as used herein, means all moneys paid hereunder by Purchaser. Any checks accepted by Seller shall be subject to collection and payment. Unless otherwise specifically provided herein, all refunds of the Deposit shall be without interest. The parties constituting Purchaser shall be jointly and severally liable hereunder. Time is of the essence as against Purchaser hereunder. In the event of any legal proceedings between the parties hereto arising out of this Agreement, each of the parties hereto hereby waives the right to a trial by jury. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provisions set forth herein. Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted by any gender. This Agreement may not be altered, enlarged, modified or changed except by an instrument in writing executed by Seller and Purchaser. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to

persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Maryland.

PURCHASER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT AS SIGNED BY PURCHASER ALONE CONSTITUTES ONLY AN OFFER TO PURCHASE AND THAT THIS AGREEMENT SHALL NOT BE BINDING UPON SELLER UNTIL EXECUTED BY AN AUTHORIZED AGENT OF SELLER.

NOTICE

THE SELLER IS REQUIRED BY LAW TO FURNISH TO YOU NOT LATER THAN 15 DAYS PRIOR TO CLOSING CERTAIN INFORMATION CONCERNING THE CONDOMINIUM WHICH IS DESCRIBED IN § 11-135 OF THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE AT LEAST THE FOLLOWING:

- (I) A COPY OF THE DECLARATION (OTHER THAN THE PLATS);
- (II) A COPY OF THE BYLAWS;
- (III) A COPY OF THE RULES AND REGULATIONS OF THE CONDOMINIUM;
- (IV) A CERTIFICATE CONTAINING:
 - (1) A STATEMENT DISCLOSING THE EFFECT ON THE PROPOSED CONVEYANCE OF ANY RIGHT OF FIRST REFUSAL OR OTHER RESTRAINT ON THE FREE ALIENABILITY OF THE UNIT, OTHER THAN ANY RESTRAINT CREATED BY THE UNIT OWNER;
 - (2) A STATEMENT OF THE AMOUNT OF THE MONTHLY COMMON EXPENSE ASSESSMENT AND ANY UNPAID COMMON EXPENSE OR SPECIAL ASSESSMENT CURRENTLY DUE AND PAYABLE FROM THE SELLING UNIT OWNER;
 - (3) A STATEMENT OF ANY OTHER FEES PAYABLE BY THE UNIT OWNERS TO THE COUNCIL OF UNIT OWNERS;
 - (4) A STATEMENT OF ANY CAPITAL EXPENDITURES APPROVED BY THE COUNCIL OF UNIT OWNERS OR ITS AUTHORIZED DESIGNEE PLANNED AT THE TIME OF THE CONVEYANCE WHICH ARE NOT REFLECTED IN THE CURRENT OPERATING BUDGET INCLUDED IN THE CERTIFICATE;
 - (5) THE MOST RECENTLY PREPARED BALANCE SHEET AND INCOME AND EXPENSE STATEMENT, IF ANY, OF THE CONDOMINIUM;

(6) THE CURRENT OPERATING BUDGET OF THE CONDOMINIUM, INCLUDING DETAILS CONCERNING THE AMOUNT OF THE RESERVE FUND FOR REPAIR AND REPLACEMENT AND ITS INTENDED USE, OR A STATEMENT THAT THERE IS NO RESERVE FUND;

(7) A STATEMENT OF ANY JUDGMENTS AGAINST THE CONDOMINIUM AND THE EXISTENCE OF ANY PENDING SUITS TO WHICH THE COUNCIL OF UNIT OWNERS IS A PARTY;

(8) A STATEMENT GENERALLY DESCRIBING ANY INSURANCE POLICIES PROVIDED FOR THE BENEFIT OF THE UNIT OWNERS, A NOTICE THAT THE POLICIES ARE AVAILABLE FOR INSPECTION STATING THE LOCATION AT WHICH THEY ARE AVAILABLE, AND A NOTICE THAT THE TERMS OF THE POLICY PREVAIL OVER THE GENERAL DESCRIPTION;

(9) A STATEMENT AS TO WHETHER THE COUNCIL OF UNIT OWNERS HAS KNOWLEDGE THAT ANY ALTERATION OR IMPROVEMENT TO THE UNIT OR TO THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT VIOLATES ANY PROVISION OF THE DECLARATION, BYLAWS, OR RULES OR REGULATIONS;

(10) A STATEMENT AS TO WHETHER THE COUNCIL OF UNIT OWNERS HAS KNOWLEDGE OF ANY VIOLATION OF THE HEALTH OR BUILDING CODES WITH RESPECT TO THE UNIT, THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT, OR ANY OTHER PORTION OF THE CONDOMINIUM;

(11) A STATEMENT OF THE REMAINING TERM OF ANY LEASEHOLD ESTATE AFFECTING THE CONDOMINIUM AND THE PROVISIONS GOVERNING ANY EXTENSION OR RENEWAL OF IT; AND

(12) A DESCRIPTION OF ANY RECREATIONAL OR OTHER FACILITIES WHICH ARE TO BE USED BY THE UNIT OWNERS OR MAINTAINED BY THEM OR THE COUNCIL OF UNIT OWNERS, AND A STATEMENT AS TO WHETHER OR NOT THEY ARE TO BE A PART OF THE COMMON ELEMENTS; AND

(V) A STATEMENT BY THE UNIT OWNER AS TO WHETHER THE UNIT OWNER HAS KNOWLEDGE:

(1) THAT ANY ALTERATION TO THE UNIT OR TO THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT VIOLATES ANY PROVISION OF THE DECLARATION, BYLAWS, OR RULES AND REGULATIONS.

(2) OF ANY VIOLATION OF THE HEALTH OR BUILDING CODES WITH RESPECT TO THE UNIT OR THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT.

North Creek Place Condominium
Sales Agreement for Resale
Page 15

Purchaser: _____
Unit: _____

(3) THAT THE UNIT IS SUBJECT TO AN EXTENDED LEASE UNDER § 11-137 OF THE MARYLAND CONDOMINIUM ACT OR UNDER LOCAL LAW, AND IF SO, A COPY OF THE LEASE MUST BE PROVIDED.

YOU WILL HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHOUT PENALTY, AT ANY TIME WITHIN 7 DAYS FOLLOWING DELIVERY TO YOU OF ALL OF THIS INFORMATION. HOWEVER, ONCE THE SALE IS CLOSED, YOUR RIGHT TO CANCEL THE CONTRACT IS TERMINATED.

THE PURCHASER HEREBY ACKNOWLEDGES THE RECEIPT OF THE INFORMATION SET FORTH ABOVE AS REQUIRED BY SECTION 11-135 OF THE MARYLAND CONDOMINIUM ACT.

PURCHASER:

SELLER:

CAPITAL HOUSING ASSOCIATES II
LIMITED PARTNERSHIP - _____,
a Virginia limited partnership

By: CAPITAL HOUSING ASSOCIATES
II, INC.,
a Virginia corporation,
as General Partner

By: _____
Authorized Agent

The undersigned acknowledges receipt of the Deposit as set forth above on _____, 19____.

BNR Realty, Inc.

By: _____
Sales Agent

North Creek Place Condominium
Sales Agreement for Resale
Page 16

CO-BROKER (if any):

Company

Agent or Broker

Street Address

City, State

Phone Number

Commission Percentage

**NORTH CREEK PLACE CONDOMINIUM
LEASED UNIT ADDENDUM**

THIS ADDENDUM is made on _____, 19____, to the Sales Agreement for Unit No. _____ in Building No. _____ in the NORTH CREEK PLACE CONDOMINIUM dated _____, 19____, ("Agreement") by and between CAPITAL HOUSING ASSOCIATES II LIMITED PARTNERSHIP - _____, a Virginia limited partnership ("Seller"), and _____ and _____ ("Purchaser").

W I T N E S S E T H:

WHEREAS, Purchaser wishes to modify the Agreement as hereinafter set forth; and

WHEREAS, Seller agrees to allow Purchaser to modify the Agreement by this Addendum.

NOW, THEREFORE, in consideration of the payment of One Dollar by Purchaser to Seller, receipt of which is hereby acknowledged, the Agreement is modified as follows:

Purchaser has been advised by Seller that the Condominium Unit is currently leased.

[] The current tenant has been/will be given notice to vacate the premises in accordance with the terms of the lease by _____ (expiration of lease date).

[] The current tenant has given notice of intent to vacate the premises by _____.

Both Seller and Purchaser intend that the tenant will vacate the Condominium Unit as stated above, but Purchaser acknowledges that the actions of the tenant are beyond Seller's control. Seller will use its best efforts to arrange for the tenant to vacate the Condominium Unit timely.

This Addendum shall not alter, modify or change in any other respect the Agreement, and except as modified herein, all of the terms and provisions of the Agreement are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum
as of the date first written above.

PURCHASER:

SELLER:

CAPITAL HOUSING ASSOCIATES II
LIMITED PARTNERSHIP - _____
a Virginia limited partnership

By: CAPITAL HOUSING ASSOCIATES
II, INC.,
a Virginia corporation,
as General Partner

By: _____
Authorized Agent

**NORTH CREEK PLACE CONDOMINIUM
RESIDENT ADDENDUM**

THIS ADDENDUM is made on _____, 19____, to the Sales Agreement for Unit No. _____ in Building No. _____ of the North Creek Place Condominium dated _____, 19____ ("Agreement") by and between Capital Housing Associates II Limited Partnership - _____ ("Seller"), and _____ and _____ ("Purchaser").

WITNESSETH THAT:

WHEREAS, Purchaser wishes to modify the Agreement as hereinafter set forth; and

WHEREAS, Seller agrees to allow Purchaser to modify the Agreement by this Addendum.

NOW, THEREFORE, in consideration of the payment of One Dollar by Purchaser to Seller, receipt of which is hereby acknowledged, the Agreement is modified as follows:

1. Purchaser acknowledges that the Purchase Price of the Condominium Unit shown in Section 2 of the Agreement was computed as follows:

Unit _____	\$ _____
(price to general public refurbished)	
Less: Resident's Discount	(\$ _____)
As-is Credit, if any	(\$ _____)
Other Credit, if any	(\$ _____)
_____ (description)	(\$ _____)
_____ (description)	(\$ _____)
Purchase Price (exclusive of settlement costs, prorated amounts of prepaid items and options)	\$ _____

2. Pursuant to Section 9 of the Agreement, Purchaser may continue to reside in the Unit and may maintain furniture and other property in the Unit prior to settlement. Settlement shall occur upon notice pursuant to Section 11 of the Agreement. Rents payable under the Lease Agreement shall be adjusted to the date of settlement and the security deposit and interest, if any, shall be credited to Purchaser at settlement. If the Unit is one other than the one now occupied by Purchaser, Purchaser hereby relinquishes all opportunities to purchase the unit now occupied and shall vacate the unit now occupied within ten days after settlement. Purchaser shall continue to pay rent under the existing lease until vacating the leased unit. The security deposit and interest, if any, shall be refunded to Purchaser after settlement less any portion or all of such deposit which may be lawfully retained by Seller.

3. If Purchaser now resides in the Unit, the provisions of Section 23 of the Agreement are hereby deleted and all rights to inspect the Unit are hereby waived by Purchaser if Purchaser is purchasing in as-is condition.

This Addendum shall not alter, modify or change in any other respect the Agreement, and except as modified herein, all of the terms and provisions of the Agreement are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

PURCHASER:

SELLER:

CAPITAL HOUSING ASSOCIATES II
LIMITED PARTNERSHIP - _____,
a Virginia limited partnership

BY: CAPITAL HOUSING ASSOCIATES
II, INC.,
a Virginia corporation,
as General Partner

By: _____
Authorized Agent

**NORTH CREEK PLACE CONDOMINIUM
LEASED UNIT ADDENDUM**

THIS ADDENDUM is made on _____, 19____, to the Sales Agreement for Unit No. _____ in Building No. _____ in the NORTH CREEK PLACE CONDOMINIUM dated _____, 19____, ("Agreement") by and between CAPITAL HOUSING ASSOCIATES II LIMITED PARTNERSHIP - _____, a Virginia limited partnership ("Seller"), and _____ and _____ ("Purchaser").

W I T N E S S E T H:

WHEREAS, Purchaser wishes to modify the Agreement as hereinafter set forth; and

WHEREAS, Seller agrees to allow Purchaser to modify the Agreement by this Addendum.

NOW, THEREFORE, in consideration of the payment of One Dollar by Purchaser to Seller, receipt of which is hereby acknowledged, the Agreement is modified as follows:

Purchaser has been advised by Seller that the Condominium Unit is currently leased.

[] The current tenant has been/will be given notice to vacate the premises in accordance with the terms of the lease by _____ (expiration of lease date).

[] The current tenant has given notice of intent to vacate the premises by _____.

Purchaser shall accept the Condominium Unit subject to the existing Lease or month-to-month tenancy; and although, both Seller and Purchaser intend that the tenant will vacate the Condominium Unit as stated above, Purchaser acknowledges that the actions of the tenant are beyond Seller's control. Seller will use its best efforts to arrange for the tenant to vacate the Condominium Unit timely.

Purchaser shall accept the Condominium Unit at settlement even though the tenant may continue to occupy the Condominium Unit. If

the tenant continues to occupy the Condominium Unit after settlement, all of Seller's rights, title and interest in and to the tenant's Lease Agreement and security deposit (and in turn, to the rents and other income to become due thereunder), will be assigned to Purchaser at settlement. Rents payable under the Lease Agreement shall be adjusted to the date of settlement and Purchaser shall assume all liability for the return of the security deposit and interest, if any, to the tenant.

This Addendum shall not alter, modify or change in any other respect the Agreement, and except as modified herein, all of the terms and provisions of the Agreement are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

PURCHASER:

SELLER:

CAPITAL HOUSING ASSOCIATES II
LIMITED PARTNERSHIP - _____
a Virginia limited partnership

By: CAPITAL HOUSING ASSOCIATES
II, INC.,
a Virginia corporation,
as General Partner

By: _____
Authorized Agent

Addendum No. _____

**NORTH CREEK PLACE CONDOMINIUM
GENERAL ADDENDUM**

THIS ADDENDUM is made on _____, 19____, to the Sales Agreement for Unit No. _____ in Building No. _____ of the North Creek Place Condominium dated _____, 19____ ("Agreement") by and between Capital Housing Associates II Limited Partnership - _____ ("Seller"), and _____ and _____ ("Purchaser").

WITNESSETH THAT:

WHEREAS, Purchaser wishes to modify the Agreement as hereinafter set forth; and

WHEREAS, Seller agrees to allow Purchaser to modify the Agreement by this Addendum.

NOW, THEREFORE, in consideration of the payment of One Dollar by Purchaser to Seller, receipt of which is hereby acknowledged, the Agreement is modified as follows:

_____.

This Addendum shall not alter, modify or change in any other respect the Agreement, and except as modified herein, all of the terms and provisions of the Agreement are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

PURCHASER:

SELLER:

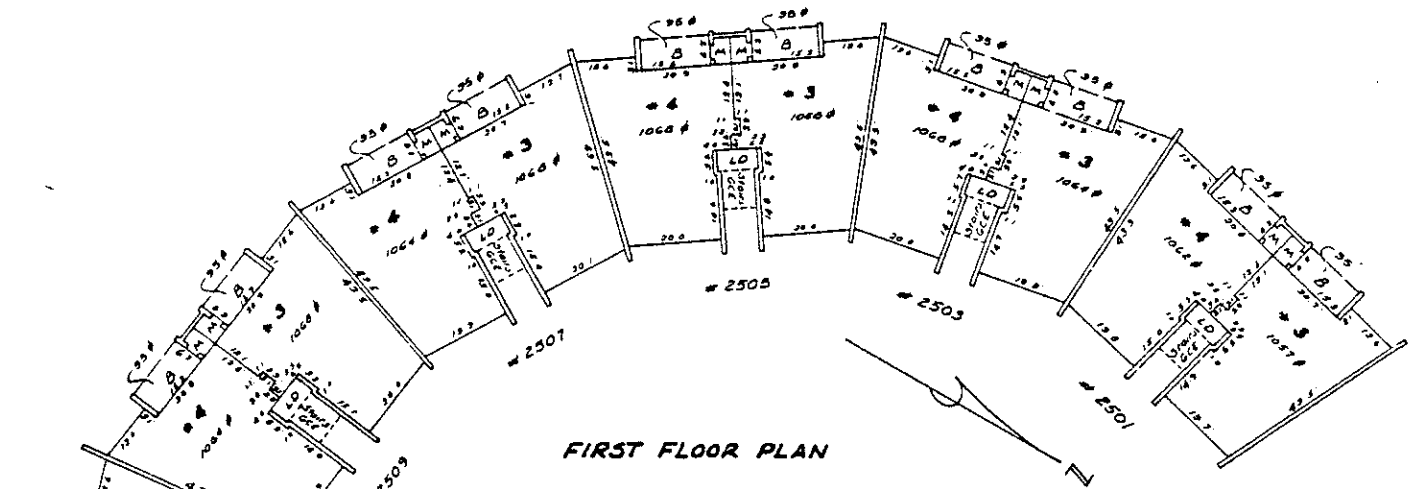
CAPITAL HOUSING ASSOCIATES II
LIMITED PARTNERSHIP - _____,
a Virginia limited partnership

BY: CAPITAL HOUSING ASSOCIATES
II, INC.,
a Virginia corporation,
as General Partner

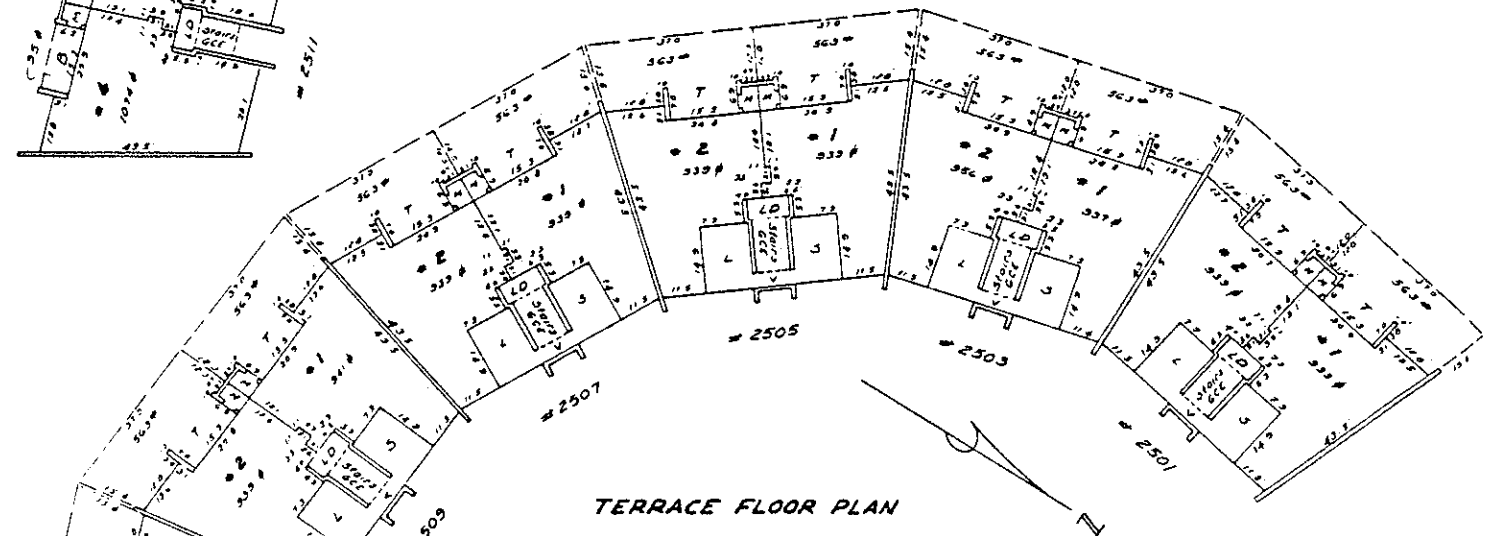
By: _____
Authorized Agent

Exhibit "D"

(Management Agreement and
Other Condominium Contracts)



FIRST FLOOR PLAN



TERRACE FLOOR PLAN

LEGEND

- | | |
|------------------------------|---------------------------|
| LCE - Limited Common Element | M - Mechanical Room - LCE |
| GCE - General Common Element | G - Trash Room GCE |
| B - Balcony LCE | H - Hallway GCE |
| T - Terrace LCE | L - Laundry Room GCE |
| LD - Landing GCE | S - Storage Room GCE |
| V - Vestibule GCE | U - Unit Number |
| | M - Module Address |

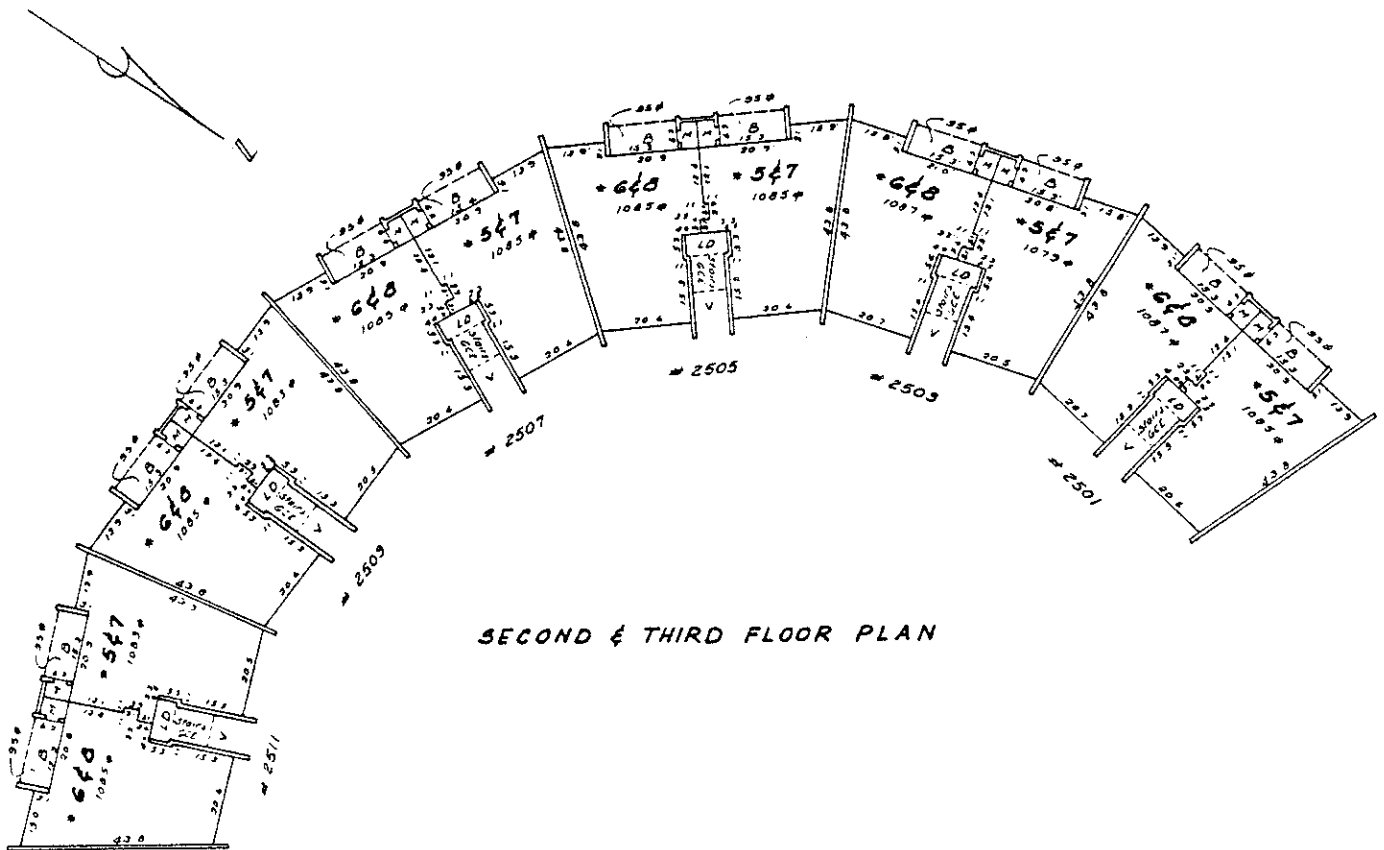
Units are identifiable by the module address number and the unit number within the building e.g. #2511-4 - 2507-3

PLAT OF CONDOMINIUM SUBDIVISION
PHASE I
NORTH CREEK PLACE
131A ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 20' MARCH 1994

LANIER/MADDOX INC.
ENGINEERS • PLANNERS • SURVEYORS

8933 SHADY GROVE COURT
GAITHERSBURG, MARYLAND 20877
(301)848-8888

Sheet 2 of 6



SECOND & THIRD FLOOR PLAN

LEGEND

- | | |
|------------------------------|-------------------------|
| LCE - Limited Common Element | M - Mechanical Room LCE |
| GCE - General Common Element | G - Trash Room GCE |
| B - Balcony LCE | H - Hallway GCE |
| T - Terrace LCE | L - Laundry Room GCE |
| LD - Landing GCE | S - Storage Room GCE |
| V - Vestibule GCE | U - Unit Number |
| | MA - Module Address |

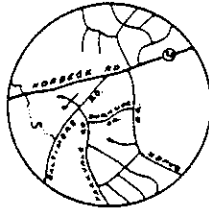
Units are identified by the module address number and the unit number within the building. eg. 2511-G, 2507-T

PLAT OF CONDOMINIUM SUBDIVISION
PHASE I
NORTH CREEK PLACE
131A ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 20' MARCH 1984

LANIER/MADDOX INC
ENGINEERS • PLANNERS • SURVEYORS

8833 SHADY GROVE COURT
GAITHERSBURG, MARYLAND 20877
(301) 946-6225

Sheet 4 of 9



VICINITY MAP
SCALE: 1" = 2000'

OWNER'S DEDICATION

We, the undersigned, owners of the property, shown hereon, hereby adopt this condominium plat, consisting of 8 sheets pursuant to the provisions and requirements of Title 11 of the Real Property Article: Section 11-101, et. seq., of the Annotated Code of Maryland (1981)

North Creek Associates,
A General Partnership
North Creek Associates #1, Inc.
General Partner

By: _____
North Creek Associates #2, Inc.
General Partner

By: _____

NORBECK (OLD ROUTE 20) ROAD

PARKVALE ROAD

PARCEL C
BLOCK 23
6.428 Acres



SURVEYOR'S CERTIFICATE

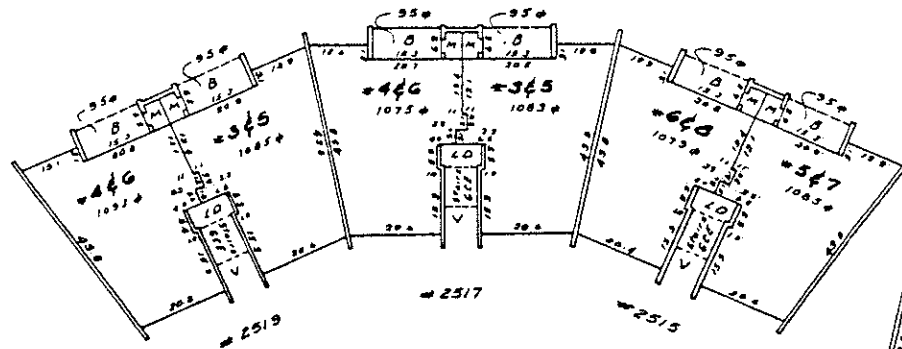
I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT CONSISTING OF 8 SHEETS IS CORRECT, THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 11 REAL PROPERTY ARTICLE SECTION 11-101, ET SEQ. OF THE ANNOTATED CODE OF MARYLAND (1977 SUPP.) I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT TOGETHER WITH THE APPLICABLE WORDING OF THE DECLARATION IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS AS CONSTRUCTED CAN BE DETERMINED FROM THEM

DATE: 12/9/83
BY: *Thomas A. Maddox*
THOMAS A. MADDOX RPLS MO NO 30

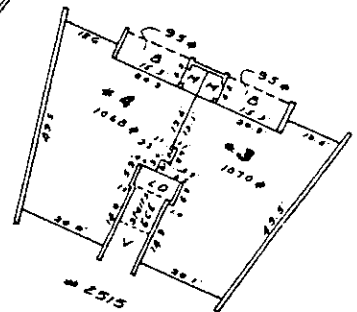
Plot of Condominium Subdivision
PHASE I
NORTH CREEK PLACE

13TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE 1" = 60' APRIL 1984

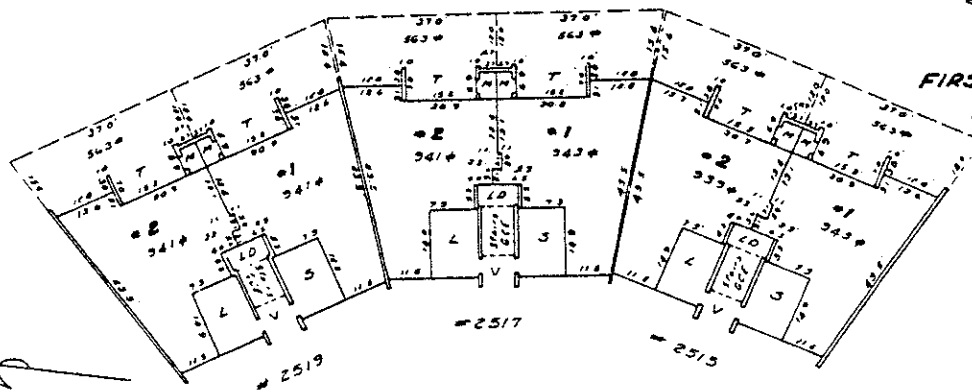
LANIER / MADDOX
8033 SHADY GROVE CT
GAITHERSBURG, MD 20877
301-948-8225



FIRST & SECOND FLOOR PLAN **SECOND & THIRD FLOOR PLAN**
MODULE # 2519 & 2517 MODULE # 2515



FIRST FLOOR PLAN
MODULE 2515



TERRACE FLOOR PLAN

PLAT OF CONDOMINIUM SUBDIVISION
 PHASE I
NORTH CREEK PLACE
 131A ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1" = 20' MARCH 1984

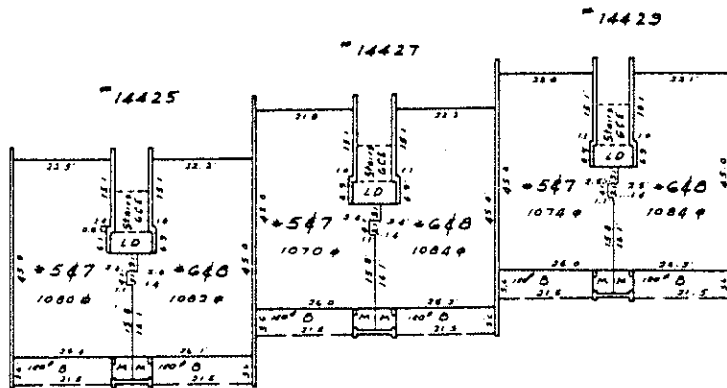
LEGEND

LCE - Limited Common Element M - Mechanical Room LCE
GCE - General Common Element G - Trash Room GCE
B - Balcony LCE H - Hallway LCE
T - Terrace LCE L - Laundry Room GCE
LD - Landing GCE S - Storage Room GCE
V - Vestibule GCE + - Unit Number

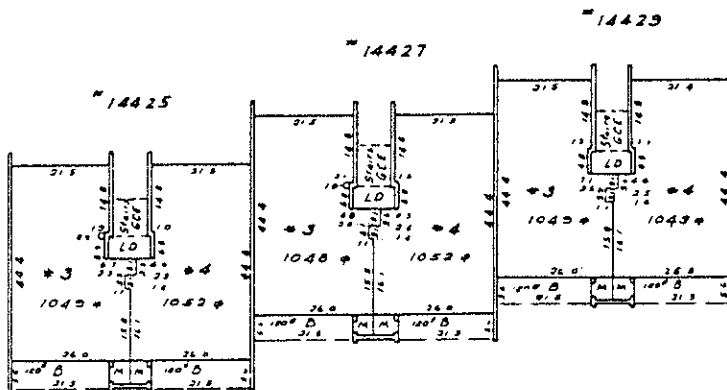
Units are identified by the module address number and the unit number within the building eg = 2513-4 2515-7

LANIER/MADDOX INC
ENGINEERS • PLANNERS • SURVEYORS

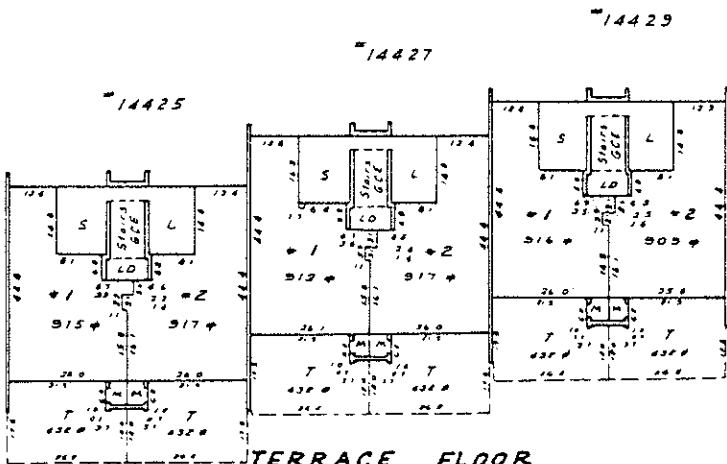
8933 SHADY GROVE COURT
GAITHERSBURG, MARYLAND 20877
(301) 948-8225



SECOND & THIRD FLOORS



FIRST FLOOR



TERRACE FLOOR



LEGEND

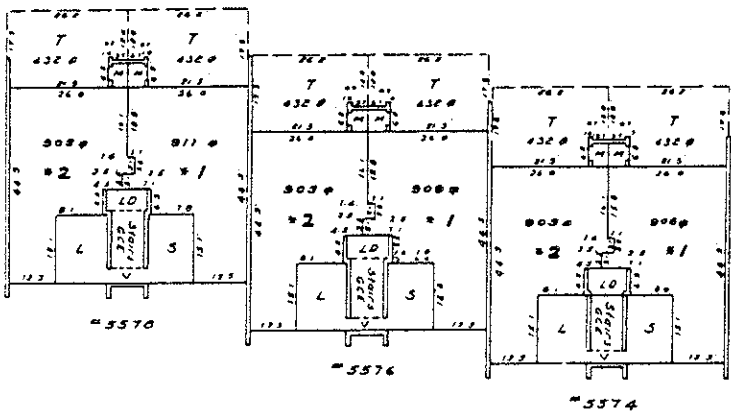
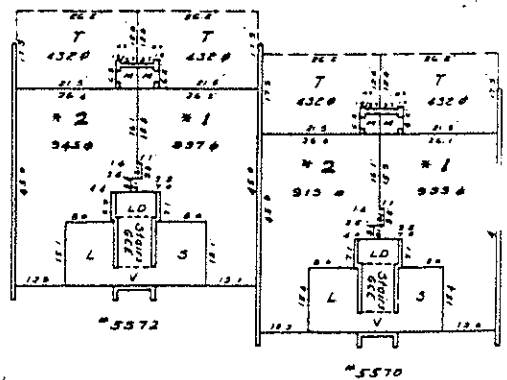
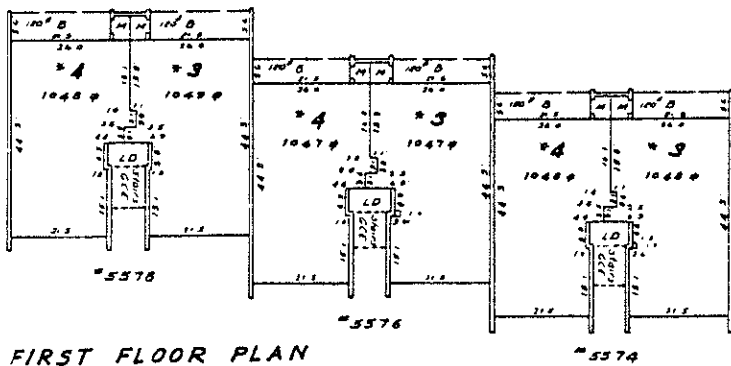
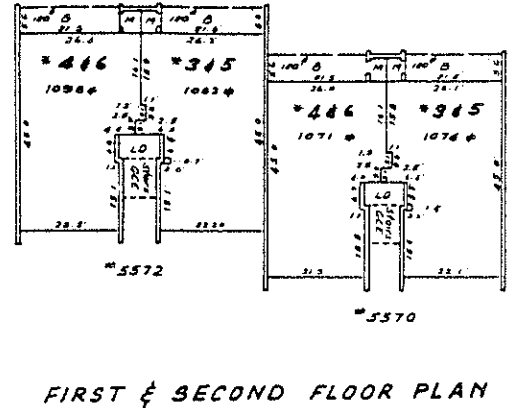
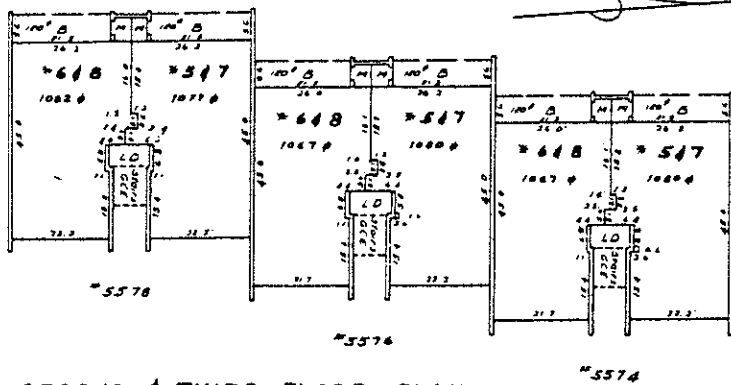
- L - Laundry Room GCE
- LCE - Limited Common Element
- GCE - General Common Element
- B - Balcony LCE
- T - Terrace LCE
- LD - Landing GCE
- V - Vestibule GCE
- M - Mechanical Room LCE
- G - Trash Room GCE
- H - Hallway GCE
- S - Storage Room GCE
- U - Unit Number
- M - Module Address

Units are identified by the module address number and the unit number within the building
 eg. # 14425-5
 # 14429-2

PLAT OF CONDOMINIUM SUBDIVISION
 PHASE I
NORTH CREEK PLACE
 131A ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1" = 20' MARCH 1984

LANIER/MADDOX INC
 ENGINEERS • PLANNERS • SURVEYORS

8933 SHADY GROVE COURT
 GAITHERSBURG, MARYLAND 20877
 (301) 948-8285



LEGEND

LCE	Limited Common Element	M	Mechanical Room LCE
GCE	General Common Element	G	Trosh Room GCE
B	Balcony LCE	H	Hallway GCE
T	Terrace LCE	L	Laundry Room GCE
LD	Landing GCE	S	Storage Room GCE
V	Vestibule GCE	*	Unit Number
		#	Module Address

Units are identified by the module address number and the unit number within the building e.g. # 5578-G 5574-7

PLAT OF CONDOMINIUM SUBDIVISION
PHASE I
NORTH CREEK PLACE
12TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 20' MARCH 1984

LANIER/MADDOX INC
ENGINEERS • PLANNERS • SURVEYORS

4433 SHADY GROVE COURT
GAITHERSBURG, MARYLAND 20877
(301) 948-8283

Sheet C of 2

CE 369 84	CE 367 34	CE 369 74
2 BR	FOY	LR
FE 361 74	FE 369 84	FE 367 34
1 BR	FOY	LR
FE 372 74	FE 370 34	FE 374 34
T BR	FOY	LR
FE 362 74	FE 362 34	FE 362 34

2519

CE 368 48	CE 366 18	CE 368 88
2 BR	FOY	LR
FE 368 48	FE 372 48	FE 376 48
1 BR	FOY	LR
FE 370 48	FE 368 48	FE 368 48
T BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48

2517

CE 366 18	CE 364 08	CE 366 48
3 BR	FOY	LR
FE 366 18	FE 372 08	FE 374 08
2 BR	FOY	LR
FE 370 08	FE 366 08	FE 366 08
1 BR	FOY	LR
FE 366 08	FE 366 08	FE 366 08
T BR	FOY	LR
FE 366 08	FE 366 08	FE 366 08

2515

CE 368 48	CE 370 08	CE 368 48
3 BR	FOY	LR
FE 372 48	FE 368 48	FE 368 48
2 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
1 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
T BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48

2501

CE 368 48	CE 370 08	CE 368 48
3 BR	FOY	LR
FE 372 48	FE 368 48	FE 368 48
2 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
1 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
T BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48

2503

CE 368 48	CE 370 08	CE 368 48
3 BR	FOY	LR
FE 372 48	FE 368 48	FE 368 48
2 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
1 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
T BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48

2505

CE 368 48	CE 370 08	CE 368 48
3 BR	FOY	LR
FE 372 48	FE 368 48	FE 368 48
2 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
1 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
T BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48

2507

CE 368 48	CE 370 08	CE 368 48
3 BR	FOY	LR
FE 372 48	FE 368 48	FE 368 48
2 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
1 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
T BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48

2509

CE 368 48	CE 370 08	CE 368 48
3 BR	FOY	LR
FE 372 48	FE 368 48	FE 368 48
2 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
1 BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48
T BR	FOY	LR
FE 368 48	FE 368 48	FE 368 48

2511

LEGEND

BR - Bedroom Level
 FOY - Foyer Level
 LR - Living Room Level
 FE - Floor Elevation
 CE - Ceiling Elevation
 T - Terrace Floor
 1 - First Floor
 2 - Second Floor
 3 - Third Floor
 * - Module Address

PLAT OF CONDOMINIUM SUBDIVISION
 PHASE I
NORTH CREEK PLACE
 131A ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1" = 20' MARCH 1994

LANIER/MADDOX INC.
 ENGINEERS • PLANNERS • SURVEYORS

8933 SHADY GROVE COURT
 GAITHERSBURG, MARYLAND 20877
 (301) 946-8285

Sheet 7 of 8

CE 346.26	CE 346.76	CE 349.76
3 BR	FOY	LR
FE 346.16	FE 350.66	
CE 346.76	CE 351.76	FE 354.66
2 BR	FOY	LR
FE 352.76	FE 349.66	FE 347.66
CE 351.76	CE 346.76	CE 346.76
1 BR	FOY	LR
FE 342.76	FE 340.66	
CE 342.76	CE 337.76	FE 330.66
T BR	FOY	LR
FE 334.76	FE 331.66	FE 329.66

14429

CE 346.60	CE 349.10	CE 346.80
3 BR	FOY	LR
FE 348.60	FE 326.00	
CE 347.60	CE 328.10	FE 324.00
2 BR	FOY	LR
FE 348.60	FE 347.00	FE 343.10
CE 346.60	CE 346.10	FE 343.00
1 BR	FOY	LR
FE 340.30	FE 338.00	FE 336.00
CE 338.60	CE 337.10	CE 338.10
T BR	FOY	LR
FE 331.30	FE 329.00	FE 327.00

14427

CE 343.90	CE 341.40	CE 343.00
3 BR	FOY	LR
FE 345.90	FE 323.30	
CE 343.90	CE 325.40	FE 321.30
2 BR	FOY	LR
FE 346.90	FE 343.30	FE 343.30
CE 343.90	CE 343.40	CE 341.40
1 BR	FOY	LR
FE 337.00	FE 335.30	FE 333.30
CE 336.90	CE 334.40	CE 332.40
T BR	FOY	LR
FE 336.30	FE 328.30	FE 324.30

14425

CE 347.01	CE 344.52	CE 344.52
3 BR	FOY	LR
FE 348.01	FE 346.42	
CE 347.01	CE 348.52	FE 344.42
2 BR	FOY	LR
FE 349.01	FE 347.42	CE 342.52
CE 347.01	CE 344.50	FE 339.42
1 BR	FOY	LR
FE 340.01	CE 338.42	CE 336.52
CE 339.01	CE 337.52	FE 334.42
T BR	FOY	LR
FE 331.01	FE 329.42	FE 327.42

5574

FE 347.01	CE 344.52	CE 344.52
3 BR	FOY	LR
FE 348.01	FE 346.42	
CE 347.01	CE 348.52	FE 344.42
2 BR	FOY	LR
FE 349.01	FE 347.42	CE 342.52
CE 347.01	CE 344.50	FE 339.42
1 BR	FOY	LR
FE 340.01	CE 338.42	CE 336.52
CE 339.01	CE 337.52	FE 334.42
T BR	FOY	LR
FE 331.01	FE 329.42	FE 327.42

5576

CE 347.01	CE 344.52	CE 344.52
3 BR	FOY	LR
FE 348.01	FE 346.42	
CE 347.01	CE 348.52	FE 344.42
2 BR	FOY	LR
FE 349.01	FE 347.42	CE 342.52
CE 347.01	CE 344.50	FE 339.42
1 BR	FOY	LR
FE 340.01	CE 338.42	CE 336.52
CE 339.01	CE 337.52	FE 334.42
T BR	FOY	LR
FE 331.01	FE 329.42	FE 327.42

5578

CE 347.01	CE 344.52	CE 344.52
2 BR	FOY	LR
FE 348.01	FE 346.42	
CE 347.01	CE 348.52	FE 344.42
1 BR	FOY	LR
FE 349.01	FE 347.42	CE 342.52
CE 347.01	CE 344.50	FE 339.42
T BR	FOY	LR
FE 340.01	CE 338.42	CE 336.52
CE 339.01	CE 337.52	FE 334.42

5572

CE 347.01	CE 344.52	CE 344.52
2 BR	FOY	LR
FE 348.01	FE 346.42	
CE 347.01	CE 348.52	FE 344.42
1 BR	FOY	LR
FE 349.01	FE 347.42	CE 342.52
CE 347.01	CE 344.50	FE 339.42
T BR	FOY	LR
FE 340.01	CE 338.42	CE 336.52
CE 339.01	CE 337.52	FE 334.42

5570

LEGEND

BR - Bedroom Level
 FOY - Foyer Level
 LR - Living Room Level
 FE - Floor Elevation
 CE - Ceiling Elevation

T - Terrace Floor
 1 - First Floor
 2 - Second Floor
 3 - Third Floor
 # - Module Address

PLAT OF CONDOMINIUM SUBDIVISION
 PHASE I
NORTH CREEK PLACE
 13TH ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1" = 20' MARCH 1984

LANIER/MADDOX INC
 ENGINEERS • PLANNERS • SURVEYORS

8933 SHADY GROVE COURT
 GAITHERSBURG, MARYLAND 20877
 (301) 946-8825

Sheet 6 of 6

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
2501	1	.745 %
2501	2	.745 %
2503	1	.745 %
2503	2	.745 %
2505	1	.745 %
2505	2	.745 %
2507	1	.745 %
2507	2	.745 %
2509	1	.745 %
2509	2	.745 %
2511	1	.745 %
2511	2	.745 %
2515	1	.745 %
2515	2	.745 %
2517	1	.745 %
2517	2	.745 %
2519	1	.745 %
2519	2	.745 %
5570	1	.726 %
5570	2	.726 %
5572	1	.726 %
5572	2	.726 %
5574	1	.726 %
5574	2	.726 %
5576	1	.726 %
5576	2	.726 %
5578	1	.726 %
5578	2	.726 %
14425	1	.726 %
14425	2	.726 %
14427	1	.726 %
14427	2	.726 %
14429	1	.726 %
14429	2	.726 %
2501	3	.807 %
2501	4	.807 %
2501	5	.807 %
2501	6	.807 %
2501	7	.807 %
2501	8	.807 %
2503	3	.807 %
2503	4	.807 %
2503	5	.807 %
2503	6	.807 %
2503	7	.807 %
2503	8	.807 %
2505	3	.807 %
2505	4	.807 %
2505	5	.807 %

LIBER 6581 FOLIO 63

LIBER 6580 FOLIO 310

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
--------------------	----------------	------------------------------

2505	6	.807 %
2505	7	.807 %
2505	8	.807 %
2507	3	.807 %
2507	4	.807 %
2507	5	.807 %
2507	6	.807 %
2507	7	.807 %
2507	8	.807 %
2509	3	.807 %
2509	4	.807 %
2509	5	.807 %
2509	6	.807 %
2509	7	.807 %
2509	8	.807 %
2511	3	.807 %
2511	4	.807 %
2511	5	.807 %
2511	6	.807 %
2511	7	.807 %
2511	8	.807 %
2515	3	.807 %
2515	4	.807 %
2515	5	.807 %
2515	6	.807 %
2515	7	.807 %
2515	8	.807 %
2517	3	.807 %
2517	4	.807 %
2517	5	.807 %
2517	6	.807 %
2519	3	.807 %
2519	4	.807 %
2519	5	.807 %
2519	6	.807 %
5570	3	.786 %
5570	4	.786 %
5570	5	.786 %
5570	6	.786 %
5572	3	.786 %
5572	4	.786 %
5572	5	.786 %
5572	6	.786 %
5574	3	.786 %
5574	4	.786 %
5574	5	.786 %
5574	6	.786 %
5574	7	.786 %
5574	8	.786 %
5576	3	.786 %

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
5576	4	.786 %
5576	5	.786 %
5576	6	.786 %
5576	7	.786 %
5576	8	.786 %
5578	3	.786 %
5578	4	.786 %
5578	5	.786 %
5578	6	.786 %
5578	7	.786 %
5578	8	.786 %
14425	3	.786 %
14425	4	.786 %
14425	5	.786 %
14425	6	.786 %
14425	7	.786 %
14425	8	.786 %
14427	3	.786 %
14427	4	.786 %
14427	5	.786 %
14427	6	.786 %
14427	7	.786 %
14427	8	.786 %
14429	3	.786 %
14429	4	.786 %
14429	5	.786 %
14429	6	.786 %
14429	7	.786 %
14429	8	.793 %
TOTAL INTEREST =		100.00
TOTAL UNITS =		128

LIBER 6581 FOLIO 06

LIBER 6581 FOLIO 06

Exhibit "E" to Declaration

(Legal Description of Easement Area)

THE TOWNES OF NORTH CREEK

June 14, 1984
June 28, 1984 (Rev.)

Parts of Parce "B" Block 23, Rock Creek Manor as shown on plat recorded among the land records of Montgomery County, Maryland in Plat Book 81, Plat No. 8333 and being more particularly described as follows:

Beginning for the same at a point West side of Bauer Drive, at the Southeast corner of Parcel "B" Block 23, and running thence with a part of the South line of said Parcel "B" S.82 29'15"W. 214.35 feet to an angle point in said South line, thence S.69 33'25"W. 28.78 feet, thence leaving the outlines and running to include a part of Parcel "B" Block 23 N.07 30'45"W. 212.75 feet, thence N.82 28'19"E. 239.77 feet to a point on the West side of Bauer Drive, thence with Bauer Drive S.07 30'45"E. 226.30 feet to the place of beginning containing 1.241 acres of land. and also all of that part of Parcel "B", Block 23, described as follows:

Beginning for the same at the Southwest corner of Parcel "B" and running thence along the Westerly line of Amesfield Terrace as shown on Plat 8333 N.02 11'12"E. 274.96 feet, thence N.87 48'48"W. 48.88 feet, thence N.40 27'33"E. 74.23 feet, thence N.20 40'49"W. 257.84 feet to a point on the division line between Parcel's "B" and "A" Block 23, thence with said division line N.79 59'15"E. 640.97 feet to a point on the Westerly right-of-way line of Bauer Drive (70 feet wide) as shown on Plat 8333, thence with said line S.10 00'45"E. 45.00 feet, thence 173.75 feet along the arc of a curve to the right having a radius of 5965.00 feet, Chord=S.59 10'41"E. 173.74 feet, thence leaving Bauer Drive and running with the Easterly side of Burnside Drive (a private subdivision drive) S.81 32'38"W. 200.65 feet, thence 221.82 feet along the arc of a curve to the left having a radius of 339.10 feet, Chord=S.62 48'15"W. 217.87 feet, thence leaving Burnside Drive and crossing Parcel "B" S.70 30'45"E. 405.63 feet to a point on the Easterly line thereof, thence with the Easterly line of said Parcel "B" N.69 33'25"W. 68.54 feet, thence N.02 11'12"E. 30.56 feet, thence N.87 48'48"W. 183.33 feet, to the place of beginning containing 5.103 acres of land.

NORTH CREEK VILLAS

June 14, 1984

Parcel "C", Block 21, as shown on Plat recorded among the land records of Montgomery County, Maryland in Plat Book 81, Plat No. 8338 and being more particularly described as follows:

Beginning for the same at a point on the Easterly side of Maryland Route 128 and the Southeasterly line of Parkvale Road and running thence with the Southeasterly line of Parkvale Road

N.81 19'45"E. 35.36 feet, thence

S.53 40'15"E. 81.30 feet, thence

475.77 feet along the arc of a curve to the right having a radius of 375.00, Chord=S.17 19'29"E. 444.50 feet, thence

S.19 01'17"W 126.48 feet, thence

22.24 feet along the arc of a curve to the left having a radius of 1100.00, Chord=S.18 26'32"W. 22.24 feet, thence

leaving Parkvale Road and running with the North and West lines of Lot 1, Block 21, as shown on the above mentioned

plat.

N.72 56'10"W. 120.01 feet,

S.30 24'06"W. 94.04 feet, thence with the Northeasterly line of the lands of the Maryland National Capital Park and Planning Commission as recorded in Liber Folio 541

N.53 13'25"W. 374.80 feet to a point on the Easterly side of Maryland Route #28, thence with said line

260.59 feet along the arc of a curve to the right having a radius of 1111.28 feet, Chord=N.29 36'41"E. 259.99 feet, thence

N.36 19'45"E. 252.35 feet to the place of beginning containing 5.006 acres of land.

Exhibit "F" to Declaration

(Legal Description of Phase II)

LANIER / MADDOX INC.

ENGINEERS • PLANNERS • SURVEYORS

LIBER 6580 FOLIO 316

LIBER 6581 FOLIO 069

8933 SHADY GROVE COURT
GAITHERSBURG, MARYLAND 20877
(301) 948-8225

NORTH CREEK PLACE (PHASE 2)

June 14, 1984

Beginning for the same at a point on the West side of Bauer Drive at the end of N.7 30'45"W. 226.30 feet from the South East corner of Parcel "B" Block 23, thence leaving Bauer Drive and running to include a part of said Parcel "B" S.82 28'19"W. 239.77 feet, thence S.7 30'45"E. 212.75 feet, to a point on the Southerly line of Parcel "B", thence with a part of said line N.69 33'25"W. 188.65 feet, thence leaving the outlines and crossing Parcel "B" N.7 30'45"W. 405.63 feet to the South side of Burnside Drive (a private road), thence with said line 221.82 feet along the arc of a curve to the right having a radius of 339.10 feet, Chord=N.62 48'15"E. 217.89 feet, thence N.81 32'38"E. 200.65 feet to a point on the West side of Bauer Drive, thence with said line 86.35 feet along the arc of a curve to the right having a radius of 5965.00 feet Chord=S.7 55'38"E. 86.35 feet, thence S.7 30'45"E 271.59 feet to the place of beginning containing 3.8485 acres of land

Exhibit "G" to Declaration

(Percentage Interests and Votes - Phases I & II)

NORTH CREEK PLACE

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
2501	1	.436 Z
2501	2	.436 Z
2503	1	.436 Z
2503	2	.436 Z
2505	1	.436 Z
2505	2	.436 Z
2507	1	.436 Z
2507	2	.436 Z
2509	1	.436 Z
2509	2	.436 Z
2511	1	.436 Z
2511	2	.436 Z
2515	1	.436 Z
2515	2	.436 Z
2517	1	.436 Z
2517	2	.436 Z
2519	1	.436 Z
2519	2	.436 Z
14610	2	.436 Z
14612	1	.436 Z
14612	2	.436 Z
14614	1	.436 Z
14614	2	.436 Z
14616	1	.436 Z
14616	2	.436 Z
14618	1	.436 Z
14618	2	.436 Z
14620	1	.436 Z
14620	2	.436 Z
14622	1	.436 Z
14622	2	.436 Z
14624	1	.436 Z
14624	2	.436 Z
5570	1	.425 Z
5570	2	.425 Z
5572	1	.425 Z
5572	2	.425 Z
5574	1	.425 Z
5574	2	.425 Z
5576	1	.425 Z
5576	2	.425 Z
5578	1	.425 Z
5578	2	.425 Z
14425	1	.425 Z
14425	2	.425 Z
14427	1	.425 Z
14427	2	.425 Z
14429	1	.425 Z
14429	2	.425 Z

NORTH CREEK PLACE

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
14626	1	.425 %
14626	2	.425 %
14628	1	.425 %
14628	2	.425 %
14630	1	.425 %
14630	2	.425 %
14632	1	.425 %
14632	2	.425 %
14610	1	.438 %
2501	3	.472 %
2501	4	.472 %
2501	5	.472 %
2501	6	.472 %
2501	7	.472 %
2501	8	.472 %
2503	3	.472 %
2503	4	.472 %
2503	5	.472 %
2503	6	.472 %
2503	7	.472 %
2503	8	.472 %
2505	3	.472 %
2505	4	.472 %
2505	5	.472 %
2505	6	.472 %
2505	7	.472 %
2505	8	.472 %
2507	3	.472 %
2507	4	.472 %
2507	5	.472 %
2507	6	.472 %
2507	7	.472 %
2507	8	.472 %
2509	3	.472 %
2509	4	.472 %
2509	5	.472 %
2509	6	.472 %
2509	7	.472 %
2509	8	.472 %
2511	3	.472 %
2511	4	.472 %
2511	5	.472 %
2511	6	.472 %
2511	7	.472 %
2511	8	.472 %
2515	3	.472 %
2515	4	.472 %
2515	5	.472 %
2515	6	.472 %
2515	7	.472 %

NORTH CREEK PLACE

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
2515	8	.472 %
2517	3	.472 %
2517	4	.472 %
2517	5	.472 %
2517	6	.472 %
2519	3	.472 %
2519	4	.472 %
2519	5	.472 %
2519	6	.472 %
14610	4	.472 %
14610	6	.472 %
14612	3	.472 %
14612	4	.472 %
14612	5	.472 %
14612	6	.472 %
14614	3	.472 %
14614	4	.472 %
14614	5	.472 %
14614	6	.472 %
14616	3	.472 %
14616	4	.472 %
14616	5	.472 %
14616	6	.472 %
14616	7	.472 %
14616	8	.472 %
14618	3	.472 %
14618	4	.472 %
14618	5	.472 %
14618	6	.472 %
14618	7	.472 %
14618	8	.472 %
14620	3	.472 %
14620	4	.472 %
14620	5	.472 %
14620	6	.472 %
14620	7	.472 %
14620	8	.472 %
14622	3	.472 %
14622	4	.472 %
14622	5	.472 %
14622	6	.472 %
14622	7	.472 %
14622	8	.472 %
14624	3	.472 %
14624	4	.472 %
14624	5	.472 %
14624	7	.472 %
5570	3	.460 %
5570	4	.460 %
5570	5	.460 %

NORTH CREEK PLACE

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
5571	6	.460 Z
5572	3	.460 Z
5572	4	.460 Z
5572	5	.460 Z
5572	6	.460 Z
5574	3	.460 Z
5574	4	.460 Z
5574	5	.460 Z
5574	6	.460 Z
5574	7	.460 Z
5574	8	.460 Z
5576	3	.460 Z
5576	4	.460 Z
5576	5	.460 Z
5576	6	.460 Z
5576	7	.460 Z
5576	8	.460 Z
5578	3	.460 Z
5578	4	.460 Z
5578	5	.460 Z
5578	6	.460 Z
5578	7	.460 Z
5578	8	.460 Z
14425	3	.460 Z
14425	4	.460 Z
14425	5	.460 Z
14425	6	.460 Z
14425	7	.460 Z
14425	8	.460 Z
14427	3	.460 Z
14427	4	.460 Z
14427	5	.460 Z
14427	6	.460 Z
14427	7	.460 Z
14427	8	.460 Z
14429	3	.460 Z
14429	4	.460 Z
14429	5	.460 Z
14429	6	.460 Z
14429	7	.460 Z
14429	8	.460 Z
14626	3	.460 Z
14626	4	.460 Z
14626	6	.460 Z
14626	8	.460 Z
14628	3	.460 Z
14628	4	.460 Z
14628	5	.460 Z
14628	6	.460 Z
14628	7	.460 Z

NORTH CREEK PLACE

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
14628	8	.460 Z
14630	3	.460 Z
14630	4	.460 Z
14630	5	.460 Z
14630	6	.460 Z
14630	7	.460 Z
14630	8	.460 Z
14632	3	.460 Z
14632	4	.460 Z
14632	5	.460 Z
14632	6	.460 Z
14632	7	.460 Z
14632	8	.460 Z
14610	3	.474 Z
14610	5	.474 Z
14626	5	.520 Z
14626	7	.520 Z
14624	6	.525 Z
14624	8	.525 Z

TOTAL INTEREST = 100.000
TOTAL UNITS = 218

Parcel I.D. 13-157-1420e

1052284RDW

SUPPLEMENTARY DECLARATION
NORTH CREEK PLACE CONDOMINIUM

MISC. 80.0
 SUBTOTAL 1038.0
 CHECK 1038.0
 #23084 C001 R02 T14
 NOV 27

THIS SUPPLEMENTARY DECLARATION, made and entered into this 26 day of November, 1984, by NORTH CREEK ASSOCIATES, a Maryland general partnership (hereinafter and in the exhibits attached hereto sometimes called the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon (hereinafter called the "Additional Property"), located in Montgomery County, State of Maryland, and more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, prior to the recordation hereof, the Declarant recorded among the Land Records of Montgomery County, Maryland, in Liber 6580 at Folio 248, et seq., a certain Declaration for North Creek Place Condominium with exhibits thereto (hereinafter called the "Declaration"); and

WHEREAS, prior to the recordation hereof, the Declarant has recorded among the aforesaid Land Records a certain "Plat of North Creek Place Condominium", in Condominium Plat Book No. 36 at Plat 3750, et seq. (hereinafter called the "Plat"); and

WHEREAS, by the recordation of the Declaration, the Declarant submitted the Property as described in said Declaration and Exhibit "A" thereto, to the provisions of the Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1981) (hereinafter called the "Act"), as a Condominium; and

WHEREAS, the Declarant retained in the Declaration the absolute right, to be exercised prior to seven (7) years from the date of recordation of the Declaration to annex to the Condominium, as originally established by the Declaration, the Additional Property as graphically shown, including improvements thereon and appurtenances thereto, thereby submitting same to each and every provision of the Declaration and the Act; and

WHEREAS, the Declarant intends by the execution and recordation hereof to exercise the aforesaid right to expand the Condominium as originally established by the Declaration.

NOW, THEREFORE, the Declarant hereby grants and declares that all of the Property and Additional Property and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter and in the Declaration set forth, including the provisions of the Bylaws of the Council of Unit Owners of North Creek Place Condominium (a copy of which is attached to the Declaration as Exhibit "B" and by this reference incorporated herein), all of which are declared and agreed to

Re-recorded to insert Plat reference.

1984 NOV 28 AM 9 45

1984 NOV 27 PM 1:53
 MONTGOMERY COUNTY, MD

be in aid of a plan for establishing the Property and Additional Property as a Condominium, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and/or any Unit owner in accordance with the Declaration.

ARTICLE I

As of the recordation of this Supplementary Declaration, the Additional Land and all improvements thereon are hereby annexed and made a part of the Condominium to the same extent as and if the Additional Land was fully described in Exhibit "A" of the Declaration.

As of the recordation of this Supplementary Declaration, the common elements and condominium units described on Exhibit "B" attached hereto and made a part hereof are made a part of the Condominium to the same extent as and if they were fully described in the Condominium Plat attached to the Declaration as Exhibit "C" thereto.

As of the recordation of this Supplementary Declaration, each Unit in the Condominium shall have the Percentage Interest in Common Elements and votes as set forth in Exhibit "C" attached hereto and made a part hereof.

ARTICLE II

Section 1. Severability. Invalidity of any part of this Supplementary Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect. The provisions of this Supplementary Declaration shall be liberally construed so as to effect the expansion of the Condominium as contemplated by the Act, the Declaration and this Supplementary Declaration.

Section 2. Captions. The captions contained in this Supplementary 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 Supplementary Declaration.

Section 3. Definitions. Unless specified herein to the contrary, the defined terms used herein shall have the same meaning as in the Declaration.

IN WITNESS WHEREOF, North Creek Associates #1, Inc., and North Creek Associates #2, Inc., both General Partners of North Creek Associates, a Maryland general partnership, have caused this instrument to be duly executed by the undersigned officers as of the day and year first above written.

ATTEST:

NORTH CREEK ASSOCIATES,
a Maryland general partnershipBy: NORTH CREEK ASSOCIATES #1, INC.,
a Maryland corporation,
Authorized General Partner

Melinda K. Nickols
(Assistant) Secretary
MELWON K. NICKOLS
[CORPORATE SEAL]

By: [Signature]
(Vice) President
GARY H. NORDHEIMER

ATTEST:

By: NORTH CREEK ASSOCIATES #2, INC.,
a Maryland corporation,
Authorized General Partner

Melinda K. Nickols
(Assistant) Secretary
MELWON K. NICKOLS
[CORPORATE SEAL]

By: [Signature]
(Vice) President
STEVEN C. WILCOX

* * *

STATE OF MARYLAND VIRGINIACOUNTY OF ~~MONTGOMERY~~
Arlington*
* to wit:
*

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Gary H. Nordheimer, whose name as (Vice) President of North Creek Associates #1, Inc., General Partner of North Creek Associates, has signed the foregoing and annexed instrument bearing date the 26 day of November, 1984, and has acknowledged the same before me in the County aforesaid.

GIVEN under my hand and official seal this 26 day of November, 1984.

[Signature]
Notary Public

My Commission Expires: 12/21/87
[NOTARIAL SEAL]

BERNADETTE M. DICE
NOTARY PUBLIC STATE OF VIRGINIA
My Commission Expires December 21, 1987

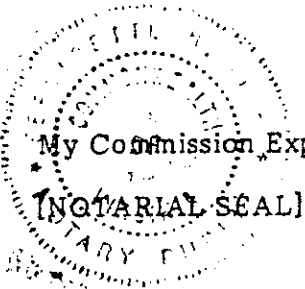
I HEREBY CERTIFY that the foregoing and annexed Supplementary Declaration was executed pursuant to and in strict conformity with a resolution of the Board of Directors of North Creek Associates #1, Inc., a Maryland corporation, General Partner of North Creek Associates, a Maryland general partnership, adopted at a duly called meeting of said Board of Directors and that a quorum was present at said meeting.

Melinda K. Nickols
 asst., Secretary
 MELINDA K. NICKOLS

STATE OF MARYLAND VIRGINIA *
 COUNTY OF MONTGOMERY ARLINGTON * to wit:
 *

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stephen C. Witen, whose name as (Vice) President of North Creek Associates #2, Inc., General Partner of North Creek Associates, has signed the foregoing and annexed instrument bearing date the 26 day of November, 1984, and has acknowledged the same before me in the County aforesaid.

GIVEN under my hand and official seal this 26 day of November, 1984.



My Commission Expires: 12/21/87

[NOTARIAL SEAL]

Bernadette M. Die
 Notary Public

BERNADETTE M. DIE
 NOTARY PUBLIC STATE OF VIRGINIA
 My Commission Expires December 21, 1987

I HEREBY CERTIFY that the foregoing and annexed Supplementary Declaration was executed pursuant to and in strict conformity with a resolution of the Board of Directors of North Creek Associates #2, Inc., a Maryland corporation, General Partner of North Creek Associates, a Maryland general partnership, adopted at a duly called meeting of said Board of Directors and that a quorum was present at said meeting.

Melinda K. Nickols
 asst., Secretary
 MELINDA K. NICKOLS

LIBER 6581 FOLIO 00

LIBER 6580 FOLIO 39

Exhibit "A"

(Legal Description)

ENGINEERS • PLANNERS • SURVEYORS**NORTH CREEK PLACE
(PHASE 2)**

June 14, 1984

Beginning for the same at a point on the West side of Bauer Drive at the end of N.7 30'45"W. 226.30 feet from the South East corner of Parcel "B" Block 23, thence leaving Bauer Drive and running to include a part of said Parcel "B" S.82 28'19"W. 239.77 feet, thence S.7 30'45"E. 212.75 feet, to a point on the Southerly line of Parcel "B", thence with a part of said line N.69 33'25"W. 188.65 feet, thence leaving the outlines and crossing Parcel "B" N.7 30'45"W. 405.63 feet to the South side of Burnside Drive (a private road), thence with said line 221.82 feet along the arc of a curve to the right having a radius of 339.10 feet, Chord=N.62 48'15"E. 217.89 feet, thence N.81 32'38"E. 200.65 feet to a point on the West side of Bauer Drive, thence with said line 86.35 feet along the arc of a curve to the right having a radius of 5965.00 feet Chord=S.7 55'38"E. 86.35 feet, thence S.7 30'45"E 271.59 feet to the place of beginning containing 3.8485 acres of land

LIBER 6581 FOLIO 0

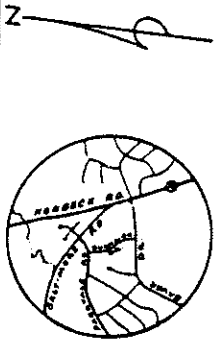
LIBER 6580 FOLIO 34

Exhibit "B"

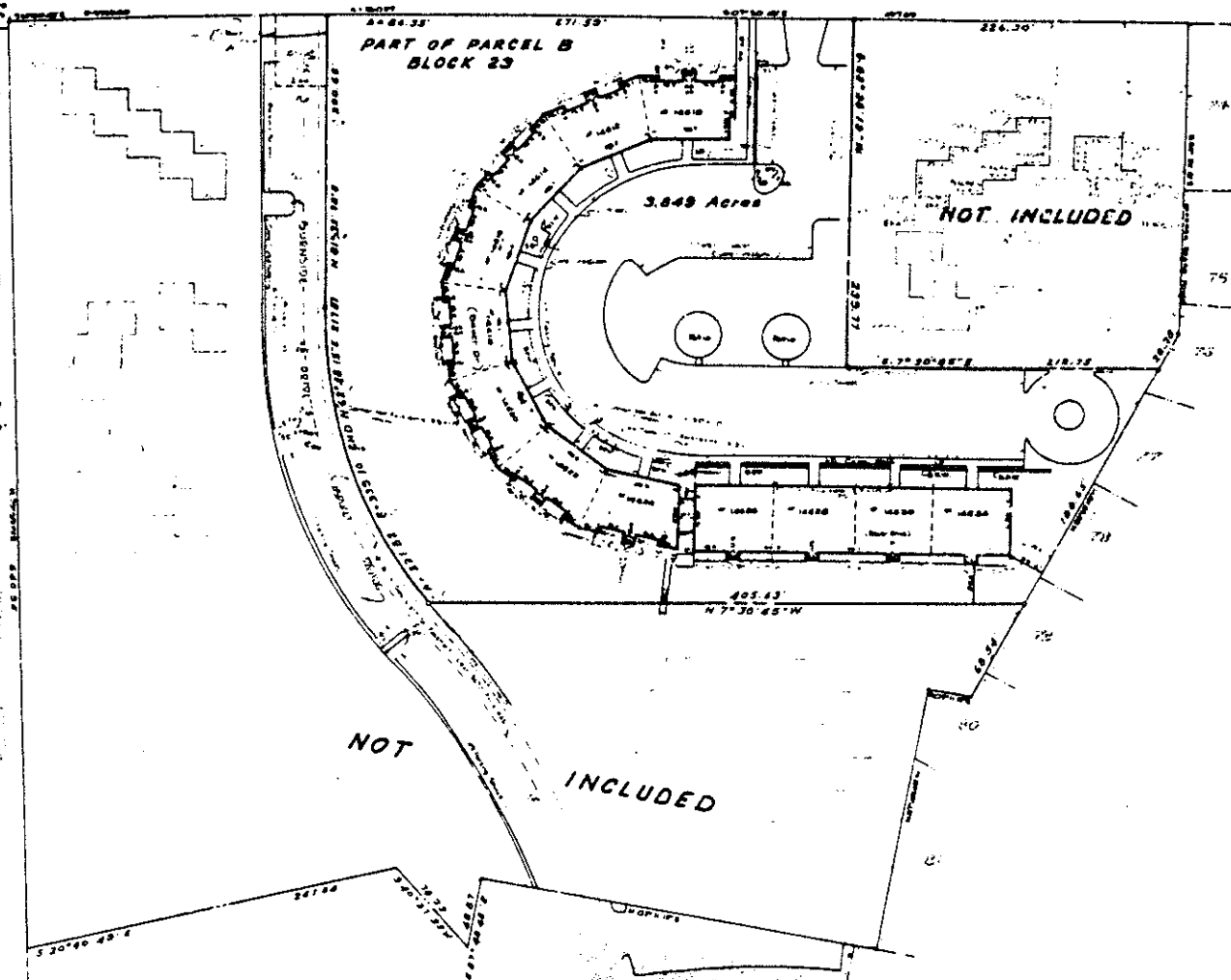
(Condominium Plats)

BAUER

DRIVE



VICINITY MAP
SCALE 1"=2000'



OWNER'S DEDICATION

We, the undersigned, owners of the property, shown hereon, hereby adopt this condominium plat, consisting of 6 sheets pursuant to the provisions and requirements of Title II of the Real Property Article, Section 11-101, et. seq., of the Annotated Code of Maryland (1981)

North Creek Associates,
A General Partnership

North Creek Associates #1, Inc.
General Partner

By: _____
North Creek Associates #2, Inc.
General Partner

By: _____

PARCEL C

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT CONSISTING OF 6 SHEETS IS CORRECT, THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE II, REAL PROPERTY ARTICLE, SECTION 11-101, ET SEQ. OF THE ANNOTATED CODE OF MARYLAND (1977 SUPP.) I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT TOGETHER WITH THE APPLICABLE WORDING OF THE DECLARATION IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS AS CONSTRUCTED CAN BE DETERMINED FROM THEM.

Nov 19, 1980
DATE

THOMAS A MADDOX RPLS MD #650

Plat of Condominium Subdivision
PHASE II

NORTH CREEK PLACE

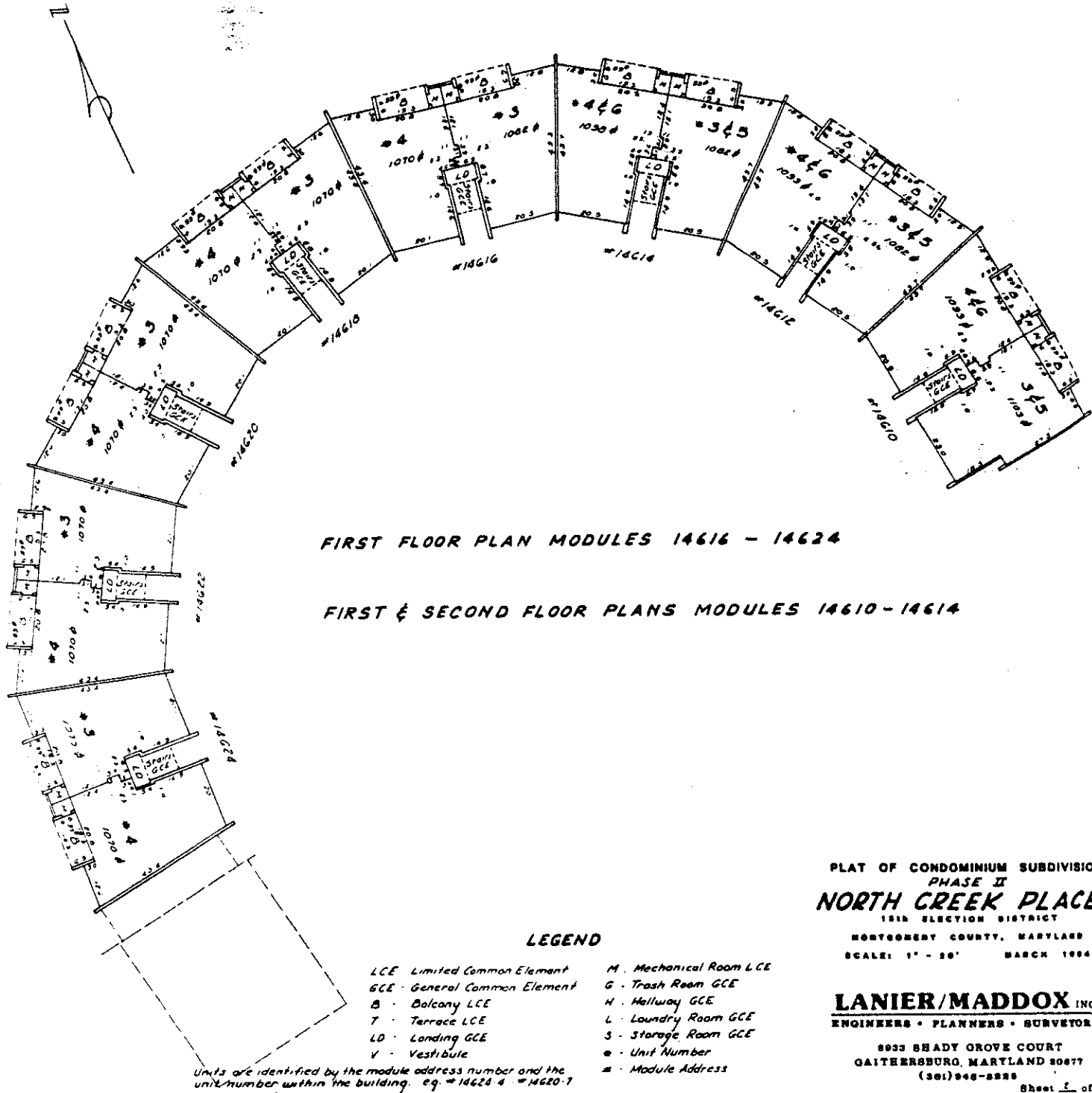
18TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

SCALE: 1"=40'

FEB. 24, 1984
JOB NO. 84005 SHEET 1 OF 6

LANIER/MADDOX
8833 SHADY GROVE CT.
GAITHERSBURG, MD. 20877

301-948-8225

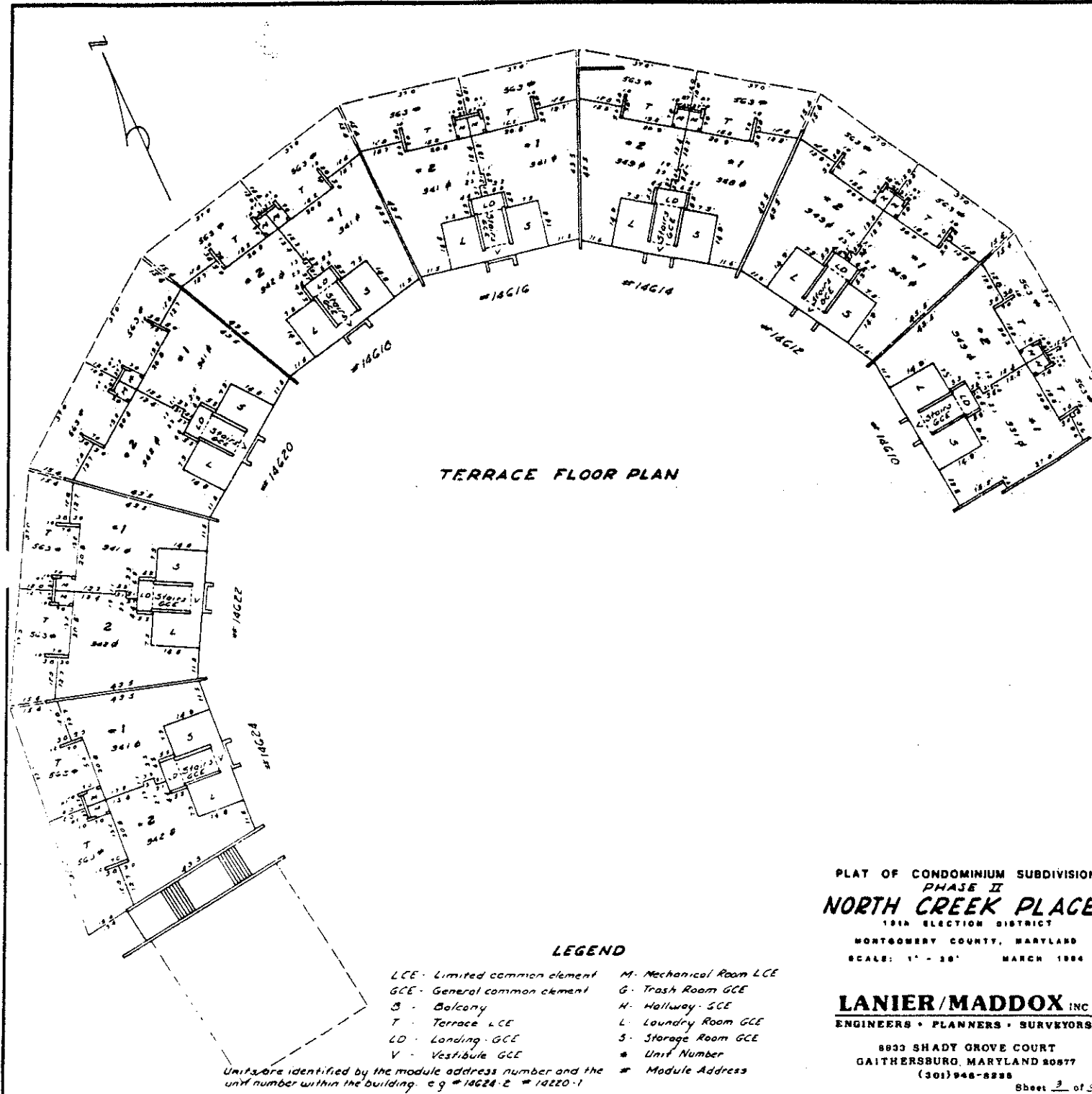


PLAT OF CONDOMINIUM SUBDIVISION
 PHASE II
NORTH CREEK PLACE
 131A ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1" = 20' MARCH 1994

LANIER/MADDOX INC.
 ENGINEERS • PLANNERS • SURVEYORS

8933 SHADY GROVE COURT
 GAITHERSBURG, MARYLAND 20877
 (301) 948-8888

Sheet 2 of 3

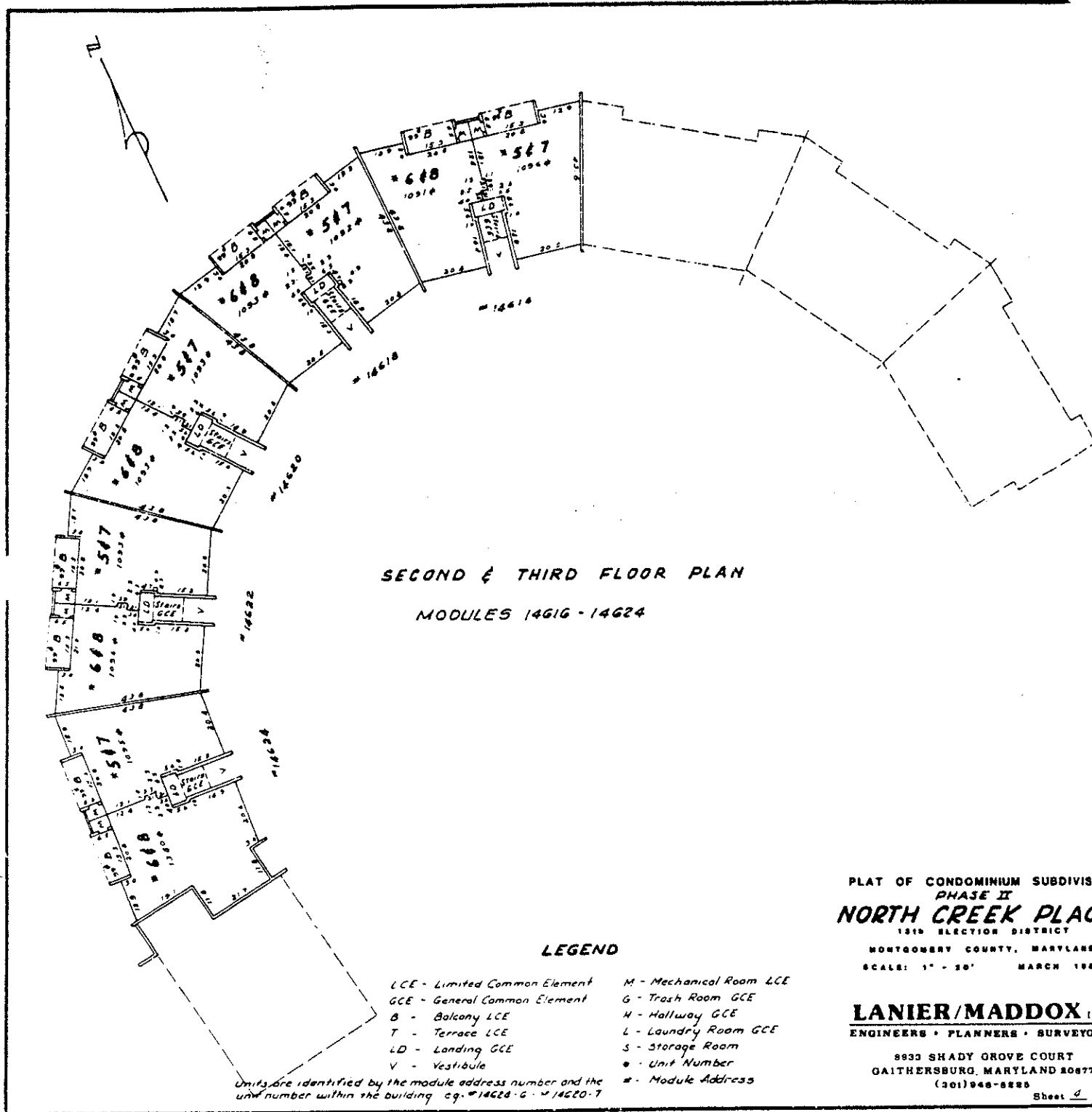


PLAT OF CONDOMINIUM SUBDIVISION
 PHASE II
NORTH CREEK PLACE
 191A ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1" = 30' MARCH 1986

LANIER/MADDOX INC.
 ENGINEERS • PLANNERS • SURVEYORS

8833 SHADY GROVE COURT
 GAITHERSBURG, MARYLAND 20877
 (301)948-8288

Sheet 3 of 5

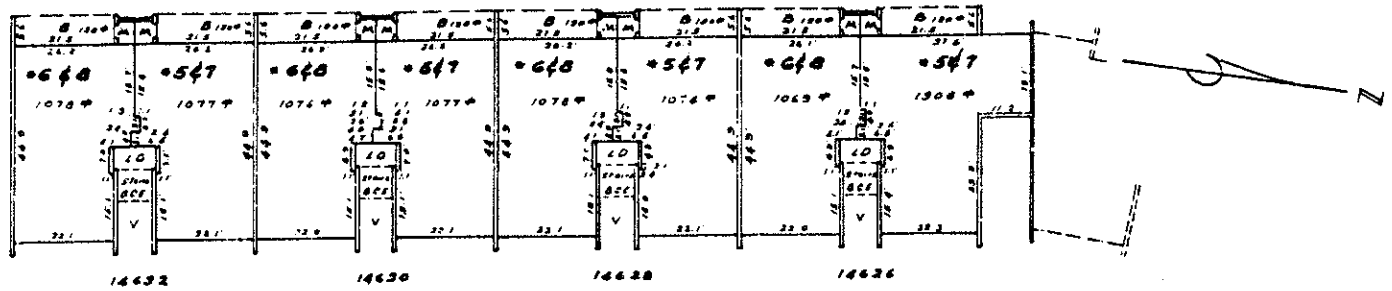


PLAT OF CONDOMINIUM SUBDIVISION
PHASE II
NORTH CREEK PLACE
1315 ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 30' MARCH 1984

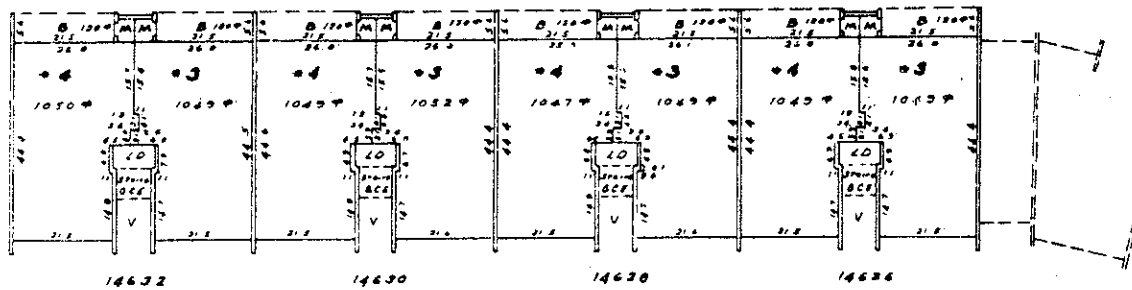
LANIER/MADDOX INC.
ENGINEERS • PLANNERS • SURVEYORS

8933 SHADY GROVE COURT
GAITHERSBURG, MARYLAND 20877
(301) 946-8825

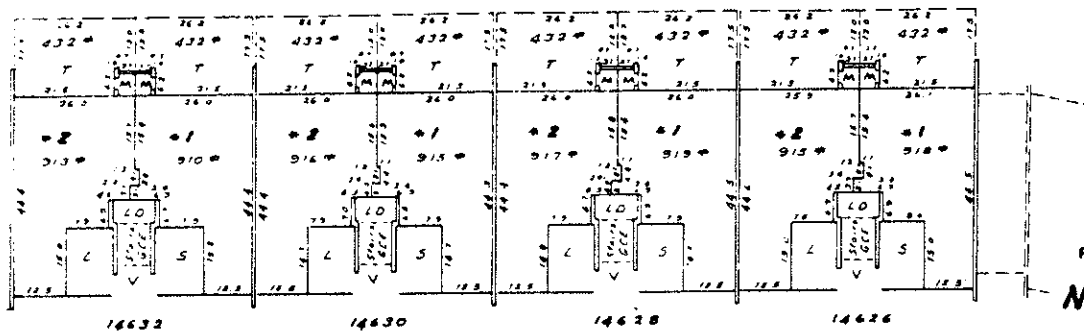
Sheet 4 of 5



SECOND & THIRD FLOOR PLAN



FIRST FLOOR PLAN



TERRACE FLOOR PLAN

LEGEND

LCE - Limited Common Element	M - Mechanical Room LCE
GCE - General Common Element	G - Trash Room GCE
B - Balcony LCE	H - Hallway GCE
T - Terrace LCE	L - Laundry Room GCE
LD - Landing GCE	S - Storage Room GCE
V - Vestibule GCE	• - Unit Number
	= - Module Address

Units are identified by the module address number and the unit number within the building, e.g. #14632-6, #14628-7

PLAT OF CONDOMINIUM SUBDIVISION
PHASE II
NORTH CREEK PLACE
 131A ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1" = 30' MARCH 1984

LANIER/MADDOX INC
 ENGINEERS • PLANNERS • SURVEYORS

8933 SHADY GROVE COURT
 GAITHERSBURG, MARYLAND 20877
 (301) 948-6885

Sheet 3 of 4

CE 412.12	CE 412.42	CE 412.02
3 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14632

CE 412.12	CE 412.42	CE 412.02
3 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14626

CE 412.12	CE 412.42	CE 412.02
3 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14620

CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14614

CE 412.12	CE 412.42	CE 412.02
3 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14630

CE 412.12	CE 412.42	CE 412.02
3 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14624

CE 412.12	CE 412.42	CE 412.02
3 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14618

CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
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CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14612

CE 412.12	CE 412.42	CE 412.02
3 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14628

CE 412.12	CE 412.42	CE 412.02
3 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14622

CE 412.12	CE 412.42	CE 412.02
3 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14616

CE 412.12	CE 412.42	CE 412.02
2 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
1 BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82
CE 412.12	CE 412.42	CE 412.02
T BR	FOY	LR
FE 412.02	FE 412.52	FE 412.82

#14610

PLAT OF CONDOMINIUM SUBDIVISION
PHASE II
NORTH CREEK PLACE
13TH ELECTION DISTRICT

MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 20' MARCH 1984

LANIER/MADDOX INC.
ENGINEERS • PLANNERS • SURVEYORS

8933 SHADY GROVE COURT
GAITHERSBURG, MARYLAND 20877
(301) 948-8825

Sheet 6 of 6

LEGEND

BR - Bedroom Level
FOY - Foyer Level
LR - Living Room Level
FE - Floor Elevation
CE - Ceiling Elevation
T - Terrace Floor
1 - First Floor
2 - Second Floor
3 - Third Floor
- Module Address

Exhibit "C"

(Percentage Interests and Votes)

NORTH CREEK PLACE

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
2501	1	.436 %
2501	2	.436 %
2503	1	.436 %
2503	2	.436 %
2505	1	.436 %
2505	2	.436 %
2507	1	.436 %
2507	2	.436 %
2509	1	.436 %
2509	2	.436 %
2511	1	.436 %
2511	2	.436 %
2515	1	.436 %
2515	2	.436 %
2517	1	.436 %
2517	2	.436 %
2519	1	.436 %
2519	2	.436 %
14610	2	.436 %
14612	1	.436 %
14612	2	.436 %
14614	1	.436 %
14614	2	.436 %
14616	1	.436 %
14616	2	.436 %
14618	1	.436 %
14618	2	.436 %
14620	1	.436 %
14620	2	.436 %
14622	1	.436 %
14622	2	.436 %
14624	1	.436 %
14624	2	.436 %
5570	1	.425 %
5570	2	.425 %
5572	1	.425 %
5572	2	.425 %
5574	1	.425 %
5574	2	.425 %
5576	1	.425 %
5576	2	.425 %
5578	1	.425 %
5578	2	.425 %
14425	1	.425 %
14425	2	.425 %
14427	1	.425 %
14427	2	.425 %
14429	1	.425 %
14429	2	.425 %

NORTH CREEK PLACE.

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
14626	1	.425 %
14626	2	.425 %
14628	1	.425 %
14628	2	.425 %
14630	1	.425 %
14630	2	.425 %
14632	1	.425 %
14632	2	.425 %
14610	1	.438 %
2501	3	.472 %
2501	4	.472 %
2501	5	.472 %
2501	6	.472 %
2501	7	.472 %
2501	8	.472 %
2503	3	.472 %
2503	4	.472 %
2503	5	.472 %
2503	6	.472 %
2503	7	.472 %
2503	8	.472 %
2505	3	.472 %
2505	4	.472 %
2505	5	.472 %
2505	6	.472 %
2505	7	.472 %
2505	8	.472 %
2507	3	.472 %
2507	4	.472 %
2507	5	.472 %
2507	6	.472 %
2507	7	.472 %
2507	8	.472 %
2509	3	.472 %
2509	4	.472 %
2509	5	.472 %
2509	6	.472 %
2509	7	.472 %
2509	8	.472 %
2511	3	.472 %
2511	4	.472 %
2511	5	.472 %
2511	6	.472 %
2511	7	.472 %
2511	8	.472 %
2515	3	.472 %
2515	4	.472 %
2515	5	.472 %
2515	6	.472 %
2515	7	.472 %

NORTH CREEK PLACE

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
2515	8	.472 Z
2517	3	.472 Z
2517	4	.472 Z
2517	5	.472 Z
2517	6	.472 Z
2519	3	.472 Z
2519	4	.472 Z
2519	5	.472 Z
2519	6	.472 Z
14610	4	.472 Z
14610	6	.472 Z
14612	3	.472 Z
14612	4	.472 Z
14612	5	.472 Z
14612	6	.472 Z
14614	3	.472 Z
14614	4	.472 Z
14614	5	.472 Z
14614	6	.472 Z
14616	3	.472 Z
14616	4	.472 Z
14616	5	.472 Z
14616	6	.472 Z
14616	7	.472 Z
14616	8	.472 Z
14618	3	.472 Z
14618	4	.472 Z
14618	5	.472 Z
14618	6	.472 Z
14618	7	.472 Z
14618	8	.472 Z
14620	3	.472 Z
14620	4	.472 Z
14620	5	.472 Z
14620	6	.472 Z
14620	7	.472 Z
14620	8	.472 Z
14622	3	.472 Z
14622	4	.472 Z
14622	5	.472 Z
14622	6	.472 Z
14622	7	.472 Z
14622	8	.472 Z
14624	3	.472 Z
14624	4	.472 Z
14624	5	.472 Z
14624	7	.472 Z
5570	3	.460 Z
5570	4	.460 Z
5570	5	.460 Z

NORTH CREEK PLACE

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
5571	6	.460 Z
5572	3	.460 Z
5572	4	.460 Z
5572	5	.460 Z
5572	6	.460 Z
5574	3	.460 Z
5574	4	.460 Z
5574	5	.460 Z
5574	6	.460 Z
5574	7	.460 Z
5574	8	.460 Z
5576	3	.460 Z
5576	4	.460 Z
5576	5	.460 Z
5576	6	.460 Z
5576	7	.460 Z
5576	8	.460 Z
5578	3	.460 Z
5578	4	.460 Z
5578	5	.460 Z
5578	6	.460 Z
5578	7	.460 Z
5578	8	.460 Z
14425	3	.460 Z
14425	4	.460 Z
14425	5	.460 Z
14425	6	.460 Z
14425	7	.460 Z
14425	8	.460 Z
14427	3	.460 Z
14427	4	.460 Z
14427	5	.460 Z
14427	6	.460 Z
14427	7	.460 Z
14427	8	.460 Z
14429	3	.460 Z
14429	4	.460 Z
14429	5	.460 Z
14429	6	.460 Z
14429	7	.460 Z
14429	8	.460 Z
14626	3	.460 Z
14626	4	.460 Z
14626	6	.460 Z
14626	8	.460 Z
14628	3	.460 Z
14628	4	.460 Z
14628	5	.460 Z
14628	6	.460 Z
14628	7	.460 Z

NORTH CREEK PLACE

BUILDING NUMBER	UNIT NUMBER	PERCENT INTEREST AND VOTE
14628	8	.460 Z
14638	3	.460 Z
14630	4	.460 Z
14638	5	.460 Z
14638	6	.460 Z
14638	7	.460 Z
14638	8	.460 Z
14632	3	.460 Z
14632	4	.460 Z
14632	5	.460 Z
14632	6	.460 Z
14632	7	.460 Z
14632	8	.460 Z
14610	3	.474 Z
14618	5	.474 Z
14626	5	.520 Z
14626	7	.520 Z
14624	6	.525 Z
14624	8	.525 Z

TOTAL INTEREST = 100.000
TOTAL UNITS = 218

Lib 6 3 8 0 1 0 0

Exhibit "A"

(Legal Description of Pool Parcel)

NORTH CREEK PLACE
(PHASE 1)

June 14, 1984

June 28, 1984 (Rev.)

All of Parcel "C" and Part of Parcel "B" Block 23, "Rock Creek Manor" as shown on Plat recorded among the land records of Montgomery County, Maryland in Plat Book 81, Plat 8338, Plat 8333 and being more particularly described as follows:

Beginning for the same at a point on the Southeast side of Maryland Route No 128, said point being at the division line between Parcel's "A" and "C" Block 23, as shown on the above mentioned plat's, thence leaving Route No. 128 and running with the division line between Parcel's "A" and "C"

S.58 31'45"E. 75.00 feet, thence

S.09 03'44"E. 320.56 feet, said point being at the Southwest corner of Parcel A and Northwest corner of Parcel "B", thence with the division line between Parcel's "B" and "C" Block 23, and to include a part of Parcel "B"

N.79 59'15"E. - 74.05 feet, thence

S.20 40'49"E. - 257.84 feet, thence

S.40 27'33"W. - 74.23 feet, to a point on the division line between Parcel's "B" and "C" thence

S. 87 48'48"E. 48.87 feet to Easterly line of Parcel "C", thence

S.02 11'12"W. 260.00 feet, to the said point being on the division between Parcel's "B" and "C" thence

N.87 48'48"W 155.00 feet

S.02 11'12"W 245.00 feet to the Southeast corner Parcel "C", Block 23, thence with the Southerly line of Parcel "C"

N.72 56'10"W 179.48 feet to a point on the Easterly side of "Parkvale Road" thence with said line

19.80 feet along the arc of a curve to the right having a radius of 1030.00 feet, Chord=N.18 32'17"E. 19.78 feet, thence

N.19 01'17"E. 126.48 feet, thence

564.58 feet along the arc of a curve to the left having a radius of 445.00 feet, Chord=N.17 19'29"W. 527.46 feet, thence

N.53 40'15"W. 81.30 feet, thence

N.08 40'15"W. 35.36 feet to a point on the Southeast side of Maryland Route #28, thence with said line

N.36 19'45"E. 209.43 feet, thence

75.88 feet along the arc of a curve to the left having a radius of 894.92 feet, Chord=N.33 54'00"E. 75.86 feet, thence

N.31 28'15"E. 154.40 feet to the place of beginning containing 6.428 acres of land

NORTH CREEK PLACE
(PHASE 2)

June 14, 1984

Beginning for the same at a point on the West side of Bauer Drive at the end of N.7 30'45"W. 226.30 feet from the South East corner of Parcel "B" Block 23, thence leaving Bauer Drive and running to include a part of said Parcel "B" S.82 28'19"W. 239.77 feet, thence S.7 30'45"E. 212.75 feet, to a point on the Southerly line of Parcel "B", thence with a part of said line N.69 33'25"W. 188.65 feet, thence leaving the outlines and crossing Parcel "B" N.7 30'45"W. 405.63 feet to the South side of Burnside Drive (a private road), thence with said line 221.82 feet along the arc of a curve to the right having a radius of 339.10 feet, Chord=N.62 48'15"E. 217.89 feet, thence N.81 32'38"E. 200.65 feet to a point on the West side of Bauer Drive, thence with said line 86.35 feet along the arc of a curve to the right having a radius of 5965.00 feet Chord=S.7 55'38"E. 86.35 feet, thence S.7 30'45"E 271.59 feet to the place of beginning containing 3.8485 acres of land

Exhibit "B"

(Legal Description of Adjoining Parcels)

NORTH CREEK VILLAS

June 14, 1984

Parcel "C", Block 21, as shown on Plat recorded among the land records of Montgomery County, Maryland in Plat Book 81, Plat No. 8338 and being more particularly described as follows:

Beginning for the same at a point on the Easterly side of Maryland Route 128 and the Southeasterly line of Parkvale Road and running thence with the Southeasterly line of Parkvale Road

N.81 19'45"E. 35.36 feet, thence

S.53 40'15"E. 81.30 feet, thence

475.77 feet along the arc of a curve to the right having a radius of 375.00, Chord=S.17 19'29"E. 444.50 feet, thence

S.19 01'17"W 126.48 feet, thence

22.24 feet along the arc of a curve to the left having a radius of 1100.00, Chord=S.18 26'32"W. 22.24 feet, thence

leaving Parkvale Road and running with the North and West lines of Lot 1, Block 21, as shown on the above mentioned

plat.

N.72 56'10"W. 120.01 feet,

S.30 24'06"W. 94.04 feet, thence with the Northeasterly

line of the lands of the Maryland National Capital Park and Planning Commission as recorded in Liber Folio 541

N.53 13'25"W. 374.80 feet to a point on the Easterly side of Maryland Route #28, thence with said line

260.59 feet along the arc of a curve to the right having a radius of 1111.28 feet, Chord=N.29 36'41"E. 259.99 feet, thence

N.36 19'45"E. 252.35 feet to the place of beginning containing 5.006 acres of land.

THE TOWNES OF NORTH CREEK

June 14, 1984

June 28, 1984 (Rev.)

Parts of Parce "B" Block 23, Rock Creek Manor as shown on plat recorded among the land records of Montgomery County, Maryland in Plat Book 81, Plat No. 8333 and being more particularly described as follows:

Beginning for the same at a point West side of Bauer Drive, at the Southeast corner of Parcel "B" Block 23, and running thence with a part of the South line of said Parcel "B" S.82 29'15"W. 214.35 feet to an angle point in said South line, thence

S.69 33'25"W. 28.78 feet, thence leaving the outlines and running to include a part of Parcel "B" Block 23

N.07 30'45"W. 212.75 feet, thence

N.82 28'19"E. 239.77 feet to a point on the West side of Bauer Drive, thence with Bauer Drive

S.07 30'45"E. 226.30 feet to the place of beginning containing 1.241 acres of land.

and also all of that part of Parcel "B", Block 23, described as follows:

Beginning for the same at the Southwest corner of Parcel "B" and running thence along the Westerly line of Amesfield Terrace as shown on Plat 8333

N.02 11'12"E. 274.96 feet, thence

N.87 48'48"W. 48.88 feet, thence

N.40 27'33"E. 74.23 feet, thence

N.20 40'49"W. 257.84 feet to a point on the division line between Parcel's "B" and "A" Block 23, thence with said division line

N.79 59'15"E. 640.97 feet to a point on the Westerly right-of-way line of Bauer Drive (70 feet wide) as shown on Plat 8333, thence with said line

S.10 00'45"E. 45.00 feet, thence

173.75 feet along the arc of a curve to the right having a radius of 5965.00 feet, Chord=S.59 10'41"E. 173.74 feet, thence leaving Bauer Drive and running with the Easterly side of Burnside Drive (a private subdivision drive)

S.81 32'38"W. 200.65 feet, thence

221.82 feet along the arc of a curve to the left having a radius of 339.10 feet, Chord=S.62 48'15"W. 217.87 feet, thence leaving Burnside Drive and crossing Parcel "B"

S.70 30'45"E. 405.63 feet to a point on the Easterly line thereof, thence with the Easterly line of said Parcel "B"

N.69 33'25"W. 68.54 feet, thence

N.02 11'12"E. 30.56 feet, thence

N.87 48'48"W. 183.33 feet, to the place of beginning containing 5.103 acres of land.

Parcel I.D. 13-157-1420631
" " 13-157-1420595

3112684RDW

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 26 day of November, 1988 by NORTH CREEK ASSOCIATES, a Maryland general partnership, hereinafter called the "Declarant".

PLAT-CONDO
AGREEMENT

75.1
65.6

RECITALS:

A. Declarant is the owner of a parcel of land situated in Montgomery County, Maryland (hereinafter referred to as "Section One") containing approximately 5.793 acres, and described by metes and bounds on Exhibit "A" attached hereto and made a part hereof; and

B. Declarant is also the owner of a parcel of land contiguous to Section One and situated in Montgomery County, Maryland (hereinafter referred to as "Section Two"), containing approximately 14.5871 acres, and described by metes and bounds on Exhibit "B" attached hereto and made a part hereof; and

C. Declarant proposes to convert the land, buildings and other improvements on Section One to a condominium regime in accordance with Article 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland (the "Act"); however, the Declarant reserves the right to develop and/or operate Section One in any manner as may be permitted by applicable laws and the provisions of this Agreement, including, without limitation, the development and/or operation of Section One as a rental facility; and

D. Declarant proposes to convert the land, buildings and other improvements on Section Two to two separate condominium regimes in accordance with the Act; however, the Declarant reserves the right to develop and/or operate Section Two in any manner as may be permitted by applicable laws and the provisions of this Agreement, including, without limitation, the development and/or operation of all or part of Section Two as a rental facility; and

E. Presently located within Section One is a swimming pool, wading pool, bathhouse and related facilities, which swimming pool, wading pool, bathhouse and related facilities are intended to be used for the benefit of both Sections One and Two; and

F. Declarant desires to create for the benefit of Sections One and Two reciprocal easements and rights-of-way for use of the swimming pool, wading pool, bathhouse and related facilities, subject to the provisions set forth herein; and

G. All of the foregoing facilities described in Recital E above which are intended by this Agreement to be used for the benefit of both Sections One and Two are hereinafter collectively referred to as the "Common Facilities".

1984 NOV 27 PM 1:49