

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made on the date hereinafter set forth by PETTIT & GRIFFIN, INC., a Maryland corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Montgomery County, State of Maryland, which is more particularly described in Exhibits "A" and "B" attached hereto and incorporated by reference herein.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SPRING LAWN FARM HOMEOWNERS ASSOCIATION, INC., and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Single Family Lot" shall mean those Lots on which detached dwellings shall be erected and which are described on Exhibit "A" attached hereto and made a part hereof by reference thereto.

Section 5. "Common Area" shall mean and refer to the land owned by the Association described on Exhibit "B"

attached hereto and made a part hereof by reference thereto, which shall be held for the common use and enjoyment of all of the owners, and shall be operated and maintained by the Association for the use and benefit of its members.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 7. "Declarant" shall mean and refer to PETTIT & GRIFFIN, INC., a Maryland corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Mortgage". Wherever the word "Mortgage" is used it shall be deemed to include "Deed of Trust".

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration of Covenants, Conditions and Restrictions.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners's Easements of Enjoyment. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; subject to the following provisions:

(a) the right of the Association to suspend the voting rights and rights to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded and unless the Maryland-National Capital Park and Planning Commission, or its successors or assigns, has given its prior approval thereof, which shall not be unreasonably withheld or delayed.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the

Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. The Declarant hereby covenants, for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, but subject to easements, covenants, and conditions contained herein or recorded prior hereto.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes. The Association shall have two classes of voting membership.

Class A. Class A membership shall be all Owners, with the exception of the Declarant, and said Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) June 30, 1992

ARTICLE IV

COVENANTS FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to

pay to the Association (1) annual assessments and charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, and for the improvements and maintenance of the Common Area, and for the establishment of an adequate reserve fund for maintenance, repairs and replacement of those elements on the Common Areas, which must be replaced from time to time, and for the maintenance, repair and reconstruction of the storm water management facility located on Outlot lettered "C" and Lot numbered "20" in Ashton Manor Subdivision and on Outlot lettered "A" in Block lettered "D" in Spring Lawn Farm Subdivision, and for maintenance, repair and reconstruction of all signs identifying the subdivisions hereinbefore mentioned.

Section 3. Maximum Annual Assessment. Until the first day of the new fiscal year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for any Lot owned by the Declarant, or any Lot owned by the Declarant on which a dwelling has been erected, shall be 25% of the annual assessment for that Lot, provided, however, that should a dwelling be occupied, the maximum annual assessment shall be the same as that of a Lot on which a dwelling has been erected which is not owned by the Declarant. The maximum annual assessment for any Lot on which a detached single family dwelling has been erected and which is not owned by the Declarant shall be \$120.00. Declarant covenants and agrees that it will fund any and all budget deficits which may be incurred by the Homeowners Association and will maintain the Common Area at its expense, until such time as the Class B membership mentioned in Article III, Section 2 hereof shall cease.

(a) From and after the first day of the fiscal year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than 10% above the maximum assessment for the previous year, plus the amount by which any ad valorem real

estate taxes and insurance premiums for the same items for the previous year have been increased, without a vote of the membership.

(b) From and after the first day of the fiscal year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. The Association may levy, subject to the provisions hereinafter stated, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto, provided that:

(a) Special assessments related to capital improvements in Common Areas will be borne by all Lots; and

(b) Any such assessment, including the due date of payments on account of such assessment, shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided with respect to annual assessments in Sections 3 and 4, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the First Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due days shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. In the event of the failure of the Board of Directors to fix the annual assessment for the next ensuing assessment period, the said annual assessment shall be the same as that for the previous annual assessment period.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen per centum (18%) per annum, adjusted on a 360 day basis and the Association may commence such legal proceedings as are available to the Board in order to collect any assessments which are not paid within thirty (30) days after the due date, provided the provisions of the Maryland Contract Lien Act are substantially complied with, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or a proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All Properties dedicated to, and accepted by, a local public authority, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland,

shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, storage shed fence, wall or other structure, or exterior painting, shall be commenced, erected or maintained, upon the Properties, nor shall any exterior addition to or change or alteration therein made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Except that this paragraph shall not apply to initial construction by the Declarants, their successors or assigns. The provisions of this paragraph shall not apply to entrance signs identifying Ashton Manor Subdivision and Spring Lawn Farm Subdivision.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which said Lot is subject.

ARTICLE VII

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. All Lots shall be used for residential purposes, except for the following: professional offices or a builder's construction or sales office, during the construction and sale period.

Section 2. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building driveway and parking areas, shall be removed without the approval of the Architectural Control Committee.

Section 3. No noxious or offensive activity shall be carried on upon any portion of the Properties nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel of Properties.

Section 4. The Declarant shall have the right to grant easements for utility purposes over the Common Areas until such time as the Common Area is conveyed unto the Homeowners Association, after which said conveyance the right to grant easements for utility purposes over the Common Area shall be reserved to the Homeowners Association. Easements for utility purposes within the boundaries of residential Lots shall be established by the recorded plat on which the same are shown, or by separate document recorded among the Land Records of Montgomery County, Maryland. If a residential Lot has been conveyed to an individual owner, only that owner, his heirs or assigns, shall have the right to grant utility easements within the boundary of said Lot.

Section 5. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless shown on the deed of dedication plat or unless approved by the Architectural Control Committee. The provisions of this paragraph shall not apply to entrance signs identifying Ashton Manor Subdivision and Spring Lawn Farm Subdivision.

Section 6. No exterior clothesline, or clothes hanging device, except that of an umbrella-type nature with a diameter not exceeding seven (7) feet, shall be allowed upon any Lot.

Section 7. Other than entrance signs erected by the Declarant, no sign of any kind larger than one-foot-square shall be displayed to the public view on any Lot, except temporary signs of not more than four square feet advertising the said Lot for sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease or sale of buildings and Lots or other parcels of the Properties.

Section 8. No animals, livestock, poultry, bees, or birds, of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided they are not raised, bred or kept for any commercial purpose.

Section 9. The Association shall have the right (if after 20 days written notice to the Owner of the Lot or Lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property, or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for any vacant or unimproved Lot, and to remove grass, weeds and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such Lot in neat and good order, and at the cost and expense of the Owner. (Do we need this)

Section 10. No exterior antenna for the transmission or reception of a radio, television or telephone signals shall be erected or permitted on the exterior of any building, or Lot, or other parcel of the Properties.

Section 11. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time, except in enclosed rear yard, unless required by the collection agency. All trash and garbage shall be placed in covered trash cans in the trash area provided. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any Lot for this Purpose.

Section 12. No commercial truck, commercial bus, or other commercial vehicle of any kind, or any boat, boat trailer, trailer, or recreational vehicle of any kind shall be permitted to be kept upon any portion of the Properties, except as approved by the Architectural Control Committee.

Section 13. No portion of the Properties shall be used for the repair of automobiles, trucks, motorcycles, vans or any other type of motor vehicle, nor shall any vehicle other than a private automobile be parked on any portion of the

Properties. No unlicensed vehicle shall remain on the Properties for more than seventy-two (72) hours. After ten (10) days written notice to the Owner of any vehicle parked in violation of these covenants, the Association may remove such vehicle at the expense of the Owner thereof, which said expense may be made a part of the owners regular association dues.

Section 14. No baby carriages, velocipedes, bicycles, mopeds, motorcycles, or other articles of personal property shall be deposited, allowed or permitted to remain on any Lot, except in an enclosed area. The Association may impound all such articles and make a charge for their return.

Section 15. No Lot shall have an area of less than 13,000 square feet.

ARTICLE VIII

Section 1. Notice to Board of Directors. An Owner who mortgages his Lot shall, in writing, notify the Board of Directors of the name and address of the mortgagee, and in the event that his mortgage is transferred to another holder the said Lot owner shall notify, in writing, the Board of Directors of the name and address of the new holder of his mortgage. This information shall be maintained by the Board of Directors in a book entitled "Mortgages of Lots".

Section 2. Notice of Unpaid Common Charges or Other Default. The Board of Directors, whenever so requested in writing by a first mortgagee of a Lot shall promptly report any then unpaid common expenses due from, or any other default by, the owner of the mortgaged Lot, which is not cured within sixty (60) days.

Section 3. Notice of Default. The Board of Directors, when giving notice to a Lot Owner of a default in paying common expenses, or other default, shall send a copy of such notice to each first mortgagee with respect to such Lot.

Section 4. Examination of Records. Each Lot Owner and each first mortgagee of a Lot shall have the right to examine the books and records of the Association, during normal business hours.

Section 5. Consents of Mortgagees. Notwithstanding any provision of the within document, the By-Laws or the Articles of Incorporation, or any other instrument or document to the contrary, neither the owners, nor the Board of Directors shall, without first obtaining the consent in writing of at least seventy-five (75%) percent of the first mortgagees, and the Maryland National Capital Park and Planning Commission

commence the following:

(a) abandonment of the Planned Unit Development by a dissolution of the Association and a revocation of the within document and the By-Laws of the Corporation;

(b) modification of the method of determining the assessments, obligations, dues or other charges which may be levied against an Owner;

(c) change, waive or abandon any portion of the aforesaid Declaration, By-Laws or Articles of Incorporation pertaining to the architectural control;

ARTICLE IX

RIGHTS OF MORTGAGEES

Section 1. Payment of Taxes and Insurance Premiums. There is hereby reserved unto all first mortgagees of any Lots whether acting jointly or singly, the right to pay real estate taxes or other charges which are in default and which may or have become a lien against any of the Common Area owned by the Association and to pay any premiums in arrears on hazard insurance policies or to secure new hazard insurance coverage in the event of a lapse of a policy covering such Common Area and it is covenanted and agreed that the said mortgagees making the payments as aforesaid shall be entitled to reimbursement for monies so spent, said reimbursement to be made by the said Association.

Section 2. Payment of Assessments. Any first mortgagee or beneficiary under a Deed of Trust who comes into possession of a Lot pursuant to the remedies provided for in the said first mortgage or first deed of trust foreclosure of the said mortgage or deed of trust or deed or assignment in lieu of foreclosure, shall take title to the Lot free of any claims for unpaid assessments or charges against the Lot on which said first mortgage or first deed of trust was secured which accrue prior to the time that the holder of the first mortgagor or beneficiary under the said first deed of trust come into possession of the Lot, (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 Lots including the mortgaged Lot.)

Section 3. Attendance at Meetings. Any institutional mortgagees of any Lot who desires notice of the annual and special meetings of the Association and the Board of Directors shall notify the Secretary to that effect by Certified Mail-Return Receipt Requested. Any such notice shall contain the name and post office address of such

institutional mortgagee and the name of the person to whom notice of the annual and special meetings should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice to each annual or special meeting, as aforesaid, to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations as are provided for with respect to notice of such meetings to the Lot Owners or the Board of Directors, as the case may be. Any such institutional mortgagee shall be entitled to designate a representative to attend any such annual or special meeting and such representative may participate in the discussion at any such meeting and may, upon his request made to the chairman of the meeting in advance of the meeting, address the Lot Owners or the Board of Directors, as the case may be, present at any such meeting. Such representative shall be entitled to a copy of the minutes of all meetings of the Association and the Board of Directors upon request made in writing to the Secretary.

ARTICLE X

RIGHTS OF MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Section 1. Any other provision of the By-Laws, this Declaration, or the Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

(a) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provision of the Declaration, or the By-Laws or the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

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

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any such instrument shall become effective upon recordation. Provided, however, that in the event any amendment is required to be made by the Veterans Administration or the Federal Housing Administration, said amendment may be made without a meeting or a vote of the members.

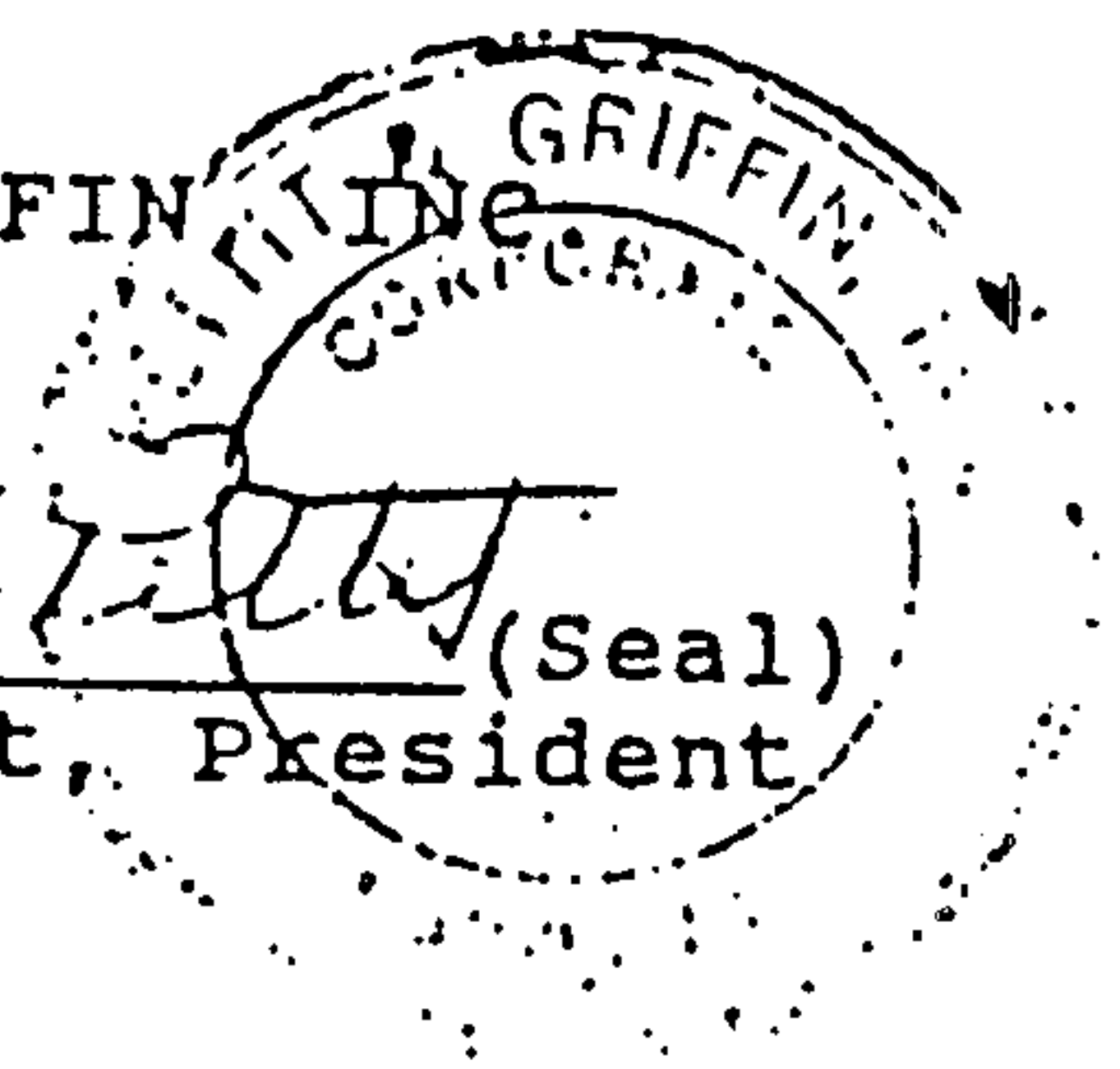
Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, however, that the consent of Maryland-National Capital Park and Planning Commission shall be obtained before any annexations or additions to the association are made.

Section 5. FHA/VA Approval. As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of the Common Area, and amendment to this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of July, 1990.

PETTIT & GRIFFIN, INC.

By: John H. Pettit (Seal)
John H. Pettit, President



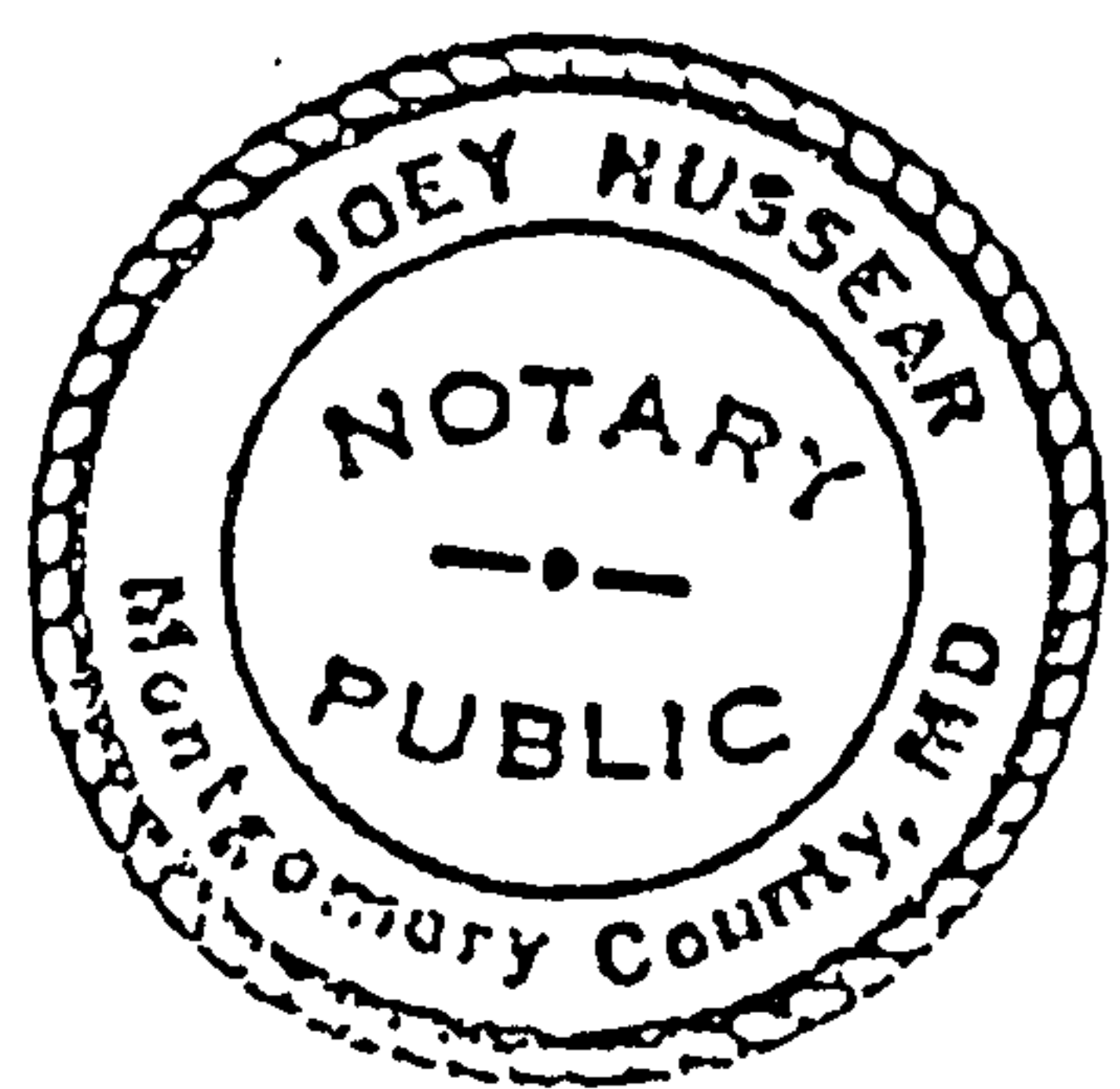
STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 11 day of July, 1990, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN H. PETTIT, who acknowledged himself to be the President of PETTIT & GRIFFIN, INC., and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal on the day and year above written.

Joey Nussear
Joey Nussear, Notary Public

My Commission Expires:
~~July 1, 199~~
March 1, 1994



#19Spring.DEC
8614CL 6/26/90

EXHIBIT "A"

Lots numbered 1 through 16, both inclusive, in Block lettered "A"; Lots numbered 1, 2 and 3, in Block lettered "B"; Lots numbered 1 through 9, both inclusive, in Block lettered "C"; and Lots numbered 1 and 2, in Block lettered "D" in the subdivision known as "SPRING LAWN FARM" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 154 at Plat 17556; and

Lots numbered 5 through 13, both inclusive, and all that parcel identified as "Area Not Included" [more particularly hereinafter described] in the subdivision known as "ASHTON MANOR" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 156 at Plat 17757;

(Description of "Area Not Included")

Being a parcel of land located in the 8th Election District of Montgomery County, Maryland and being part of Lot 3, "Ashton Manor" as delineated on a plat of subdivision recorded in Plat Book 124 at Plat 14499 and conveyed by Ladue Real Estate, Inc. to Ronald R. Ladue et ux by Deed dated October 20, 1983 and recorded among the Land Records of Montgomery County, Maryland in Liber 6222 at Folio 258 and being more particularly described as follows:

Beginning at the northern most corner of the aforesaid Lot 3, Ashton Manor, said point also being at the northern most corner of Lot 9, "Ashton Manor" as delineate on a plat recorded among the aforesaid Land Records in Plat Book 156 at Plat 17757, then binding with the westerly platted limits of said Lot 9

1. South 22° 52' 57" East, 237.62 feet to a point, said point being on the right-of-way line of Country View Court (60' R/W) then binding with said right-of-way

2. 53.16 feet along the arc of a curve to the left, having a radius of 60.00 feet and a chord bearing and length of South 41° 42' 03" West, 51.44 feet to a point, said point being the northeasterly corner of Lot 8, as delineated on the aforesaid Plat Number 17757, then leaving said Country View Court and binding with the northerly platted limits of Lot 8

3. North 67° 19' 23" West, 152.86 feet to a point, then

4. North 22° 40' 37" East, 215.00 feet to the point of beginning, containing a computed area of 21,754 square feet or 0.4994 of an acre of land, and intended to be Lot numbered

21 in the subdivision known as "Ashton Manor" on a plat to be recorded among the Land Records of Montgomery County, Maryland.

And:

Lots numbered 19 and 20 and Outlots lettered "D" and "E" in the subdivision known as "ASHTON MANOR" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 156 at Plat 17758; and

Lots numbered 14 through 18, both inclusive, in the subdivision known as "ASHTON MANOR" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 156 at Plat 17759.

EXHIBIT "B"

Outlot lettered "A" in Block lettered "D" in the subdivision known as "SPRING LAWN FARM" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 154 at Plat 17556; and

Outlot lettered "C" in the subdivision known as "ASHTON MANOR" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 156 at Plat 17758.

Parcel I.D. Numbers

Spring Lawn Farm

Lot No.:

1(A) 2857657
2(A) 2857668
3(A) 2857670
4(A) 2857681
5(A) 2857692
6(A) 2857704
7(A) 2857715
8(A) 2857726
9(A) 2857737
10(A) 2857748
11(A) 2857750
12(A) 2857761
13(A) 2857772
14(A) 2857783
15(A) 2857794
16(A) 2857806

Outlot A: 2857932

Lot No.:

1(B) 2857817
2(B) 2857828
3(B) 2857830

1(C) 2857841
2(C) 2857852
3(C) 2857863
4(C) 2857874
5(C) 2857885
6(C) 2857896
7(C) 2857908
8(C) 2857910
9(C) 2857921

1(D) 2857943
2(D) 2857954

Ashton Manor

Lot No.:

5 2867224
6 2867235
7 2867246
8 2867257
9 2867268
10 2867270
11 2867281
12 2867292
13 2867304
14 2867372
15 2867383
16 2867394
17 2867406
18 2867417
19 2867348
20 2867350

Outlot A 2867213
Outlot B 2867361
Outlot C 2867315
Outlot D 2867326
Outlot E 2867337