

SECTION I

DECLARATION

FOR

FRENCHMAN'S CREEK CONDOMINIUM

DECLARATION
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FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535

DECLARATION

OF

FRENCHMAN'S CREEK CONDOMINIUM
(Prince George's County, Maryland)

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DECLARATION
FOR CONDOMINIUM OWNERSHIP OF
PREMISES LOCATED IN
PRINCE GEORGE'S COUNTY, MARYLAND

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PURSUANT TO THE
CONDOMINIUM ACT OF THE STATE OF MARYLAND

THIS DECLARATION is made as of April 30, 1982, by
Fontainebleau, Inc., a Maryland corporation (the "Developer").

1. Submission of Property The Developer, owner of the land described in Exhibit A-1, located in Prince George's County, Maryland (the "Land") hereby submits the Land together with the buildings and improvements erected thereon (hereinafter together called the "Property") to the provisions of the Condominium Act of the State of Maryland (Real Property Article, Title 11, §§ 11-101 et seq., Ann. Code of Maryland (1974 Volume and 1980 Supplement, as amended by Senate Bill No. 1028 (effective July 1, 1981)), in order to create a plan of condominium ownership in such Property.

PLAT RECORDED ON MAY 12, 1982, PLAT BOOK NLP 113 AT PAGES 35-41, INCLUSIVE.

2. Definitions The terms used in this Declaration and in the attached Bylaws shall have the following meanings:

- (a) "Additional Land" means the real property described in the survey attached hereto and made a part hereof as Exhibit A-1, exclusive of the buildings and improvements erected thereon, which real property may be added in whole or in part at any time or from time to time to the Condominium in accordance with the provisions of this Declaration and the Condominium Act.
- (b) "Board of Directors" means the governing body of the Council of Unit Owners.
- (c) "Building(s)" means the buildings and any other improvements erected on the Submitted Land. In the event the Condominium is expanded, the term "Buildings" shall mean the buildings and any other improvements erected on the Submitted Land and such portions of the Additional land as from time to time have been added to the Condominium.
- (d) "Building Plans" consist of the plans attached hereto and made a part hereof as Exhibit A-2, and any supplemental plans thereto, showing graphic particulars of the Buildings and the Units.
- (e) "Bylaws" means the Bylaws attached hereto as Exhibit B, as amended from time to time.

(f) "Common Elements", both "General" and "Limited," means all parts of the Property other than the Units, as more fully set forth in Section 7 of this Declaration.

(g) "Common Expenses" means and includes: all sums lawfully assessed against the Unit Owners by the Council of Unit Owners, including, without limitation, expenses of administration, maintenance, repair or replacement of the Common Elements, including insurance premiums and contributions to such reserves as may be established.

(h) "Condominium Act" means Real Property Article, Title 11, §§ 11-101 et seq., of the Annotated Code of Maryland (1974 Volume and 1980 Supplement, as amended by Senate Bill No. 1028 (effective July 1, 1981)).

(i) "Condominium Unit" means a Unit together with the undivided interest in the Common Elements appertaining to that Unit.

(j) "Council of Unit Owners" means all of the Unit Owners acting as a group in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws. The Council of Unit Owners need not be incorporated but is subject to the provisions of Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland (1974 Volume and 1980 Supplement, as amended) to the extent not inconsistent with the Condominium Act.

(k) "Developer" means Fontainebleau, Inc., and its successors and assigns at any time involved in the conversion and development of the Condominium.

(l) "Easements and Covenants" means that certain Declaration of Easements and Covenants recorded among the Land Records of Prince George's County, Maryland, prior to the recording of this Declaration, making the Recreation Facilities available on a cost sharing basis to the Owners and occupants of the Condominium and the Additional Land. A copy of the Easements and Covenants is attached hereto as Exhibit D.

(m) "Land" or "Submitted Land" means the real property described in the survey attached hereto and made a part hereof as Exhibit A-1, exclusive of the Buildings. In the event the Condominium is expanded, the term "Land" shall mean and refer to the Submitted Land together with such portions of the Additional Land as from time to time have been added to the Condominium.

(n) "Managing Agent" means any professional managing agent employed to perform such duties and services for the Condominium in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws.

(o) "Mortgage" means any recorded first deed of trust or first mortgage encumbering a Condominium Unit.

(p) "Mortgagee" means any mortgagee under a Mortgage encumbering a Condominium Unit.

(q) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof, which owns fee simple title to a Condominium Unit, but does not include a Mortgagee, as such, unless and until such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

(r) "Percentage Interest" means the undivided interest of each Unit in the Common Elements as set forth in Exhibit C attached hereto and made a part hereof, as amended from time to time. In the event the Condominium is expanded, Percentage Interests for all Units in the Condominium as expanded shall be adjusted as set forth in Section 17 of this Declaration.

(s) "Plat" means the plat of the Property and consists of the survey of the Submitted Land attached hereto as Exhibit A-1 and the Building Plans attached hereto as Exhibit A-2, and any amendments or supplements thereto. "Expansion Plat" means the survey of the Additional Land attached hereto as Exhibit A-3.

(t) "Recreation Facilities" means the areas graphically designated as such on the Plat, and all facilities thereon used for community recreation purposes, and the means of access thereto. The Developer specifically reserves the right, but is not obligated to construct additional or expanded recreation facilities on the Submitted Land and/or the Additional Land, and, when and if such facilities are constructed, they, and the means of access thereto, upon amendment of the Easements and Covenants to include such facilities, shall automatically be deemed "Recreation Facilities" for all purposes of this Declaration, the Bylaws and the Easements and Covenants.

(u) "Rules and Regulations" means those rules and regulations adopted from time to time by the Board of Directors in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws.

(v) "Unit" means any one of those parts of the Buildings which is separately described as a Unit on the Plat and in Sections 5 and 6 of this Declaration, and in any amendment to any of the foregoing.

3. Name of Condominium. The Condominium is and shall be known as "Frenchman's Creek Condominium."

4. Buildings; Parking. There have been erected on the Submitted Land one hundred thirty-one (131) Units and appurtenant facilities as shown on the Plat. The location, dimensions, and area of the improvements on the Submitted Land are shown on the Plat. Surface automobile parking areas situated as shown on the Plat are Common Elements and, unless the Board of Directors shall otherwise determine, shall be available on an unassigned basis for the use of all Unit Owners on a first come, first served basis.

5. Units; Percentage Interests; Voting. Attached hereto and made part hereof as Exhibit C is a list of all Units in the Condominium, their Identifying Numbers, location (all as more fully shown on the Plat), the areas of the Units (determined by reference to the dimensions shown on the Plat), and the Percentage Interest of each Unit in the Common Elements determined on the basis of the proportion the approximate area of each Unit bears to the total approximate area of all Units. The approximate areas of the Units, the Buildings, the Submitted Land and the immediate Common Elements to which each Unit has access are shown on the Plat. Each Unit shall be entitled to one (1) vote at all meetings of the Council of Unit Owners, as more particularly set forth in the Bylaws.

6. Dimensions of Units. Each Unit consists of the space measured horizontally between the unfinished, unexposed inside surface of the drywall enclosing such Unit and the space measured vertically from the unfinished, unexposed inside surface of the flooring of such Unit to the unfinished, unexposed inside surface of the ceiling of such Unit. Included as a part of each Unit are: (a) the door to any balcony or patio serving only the Unit; (b) the front entrance door and any other entrance door to the Unit; (c) all windows in the Unit; (d) the interior ceilings and floors of the Unit; (e) the air-conditioning, plumbing and heating components located within the boundaries of or exclusively serving such Unit; (f) subject to the following sentence, all space, interior partitions, and other fixtures and improvements (including, without limitation, sinks, bathtubs, other plumbing facilities, refrigerators, ovens and other appliances) within the Unit boundaries. In addition, if any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

7. Common Elements.

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(a) General Common Elements. The General Common Elements consist of the entire Property (including all parts of the Buildings) other than the Units and Limited Common Elements and include, without limitation, the following:

- (1) The Land;
- (2) All foundations, columns, girders, beams and supports of all Buildings which are not included as parts of Units;
- (3) All exterior walls and roofs of the Buildings and all walls and partitions separating Units (except those portions of which are part of a Unit or Units);
- (4) Any tot lots, playground and picnic areas, and equipment located on the Land, and, when and if the Condominium is expanded to include any of the Recreation Facilities, such Recreation Facilities;
- (5) All parking and driveway areas, sidewalks, common walkways, pathways, and private streets;
- (6) All pumps, pipes, wires, cables, conduits and other apparatus relating to the water distribution, power, light, telephone, gas, sewer and plumbing systems not included as parts of Units;
- (7) Subject to Section 6, all apparatus and installations existing or hereinafter constructed in the Buildings or on the Land for common use, or necessary or convenient to the existence, the common maintenance or the safety of the Condominium; and
- (8) All stairways, building hallways, laundry rooms, storage rooms, trash rooms, and elevators, if any.

(b) Limited Common Elements. The Limited Common Elements consist of those Common Elements which are described as such in the Plat and which are reserved for the use of specific Units to the exclusion of other Units. The Limited Common Elements include any balconies and patios adjacent to any Unit (which are reserved for the exclusive use of the Unit to which each is adjacent), and laundry rooms, which are reserved for the exclusive use of those Units in each Building where such laundry rooms are located.

8. Recreation Facilities. Each Unit Owner shall have the right to use the Recreation Facilities and the liability to contribute his or her pro rata share of the expenses of the Recrea-

tion Facilities (based upon such Unit Owner's Percentage Interest of the Common Expenses attributable to the Recreation Facilities), as more particularly set forth in the Easements and Covenants. Upon termination of the Condominium, the benefits and burdens imposed by the Easements and Covenants shall inure to the successor(s) in title to the Land and Additional Land and shall not be severable therefrom. Subject to Rules and Regulations established in accordance with the provisions of the Easements and Covenants, each owner, as defined in the Easements and Covenants, hereby is granted an easement for the reasonable use of any parking space or walkway in the Condominium in order to gain vehicular or pedestrian access to the Recreation Facilities.

9. Maintenance and Repair.

(a) By the Council of Unit Owners. Except as otherwise provided in this Section 9, or by the provisions of this Declaration or the Condominium Act, the Council of Unit Owners shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a Common Expense.

(b) By the Unit Owner.

(1) Each Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of his or her Unit and all parts thereof, including, without limitation, interior walls included as part of a Unit, interior ceilings and floors, and the finished interior surfaces of all perimeter walls, ceilings and floors, kitchen and bathroom fixtures and appliances, lighting, heating and air-conditioning components included as a part of the Unit, and the exposed surfaces (but not structural components) of Limited Common Element balconies or patios. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Council of Unit Owners is responsible.

(2) Each Unit Owner shall perform normal maintenance of any Limited Common Element appurtenant to such Unit Owner's Unit and of any portion of the General Common Elements which such Owner has the right to utilize exclusively or in conjunction with less than all of the other Unit Owners, including a storage space, if any, and shall keep such Limited Common Element or portion of the General Common Elements in a clean, safe and sanitary condition, free and clear of snow, ice and any accumulation of water.

(3) Each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from (i) any entry made by a Unit Owner pursuant to the provisions

of Section 5(b) of Article V of the Bylaws, or (ii) such Unit Owner's failure to maintain or make any of the repairs required to be made pursuant to this Section 9. Each Unit Owner also shall be responsible for the expense of any maintenance, repair and/or replacement of any of the Common Elements, including the Limited Common Elements, if in the opinion of not less than eighty percent (80%) of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of any Unit Owner(s), or of any member(s) of such Unit Owner's household or family, or of any employees(s), agent(s), licensee(s) or invitee(s) of such Unit Owner(s). All structural repairs or replacements of any and all Common Elements, including, Limited Common Elements, made pursuant to this paragraph (3) shall be made by the Council of Unit Owners, but the cost thereof shall be borne by the party(ies) responsible therefor as herein provided.

(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.

10. Additions, Alterations or Improvements.

(a) By the Council of Unit Owners Whenever the Common Elements shall require any addition, alteration or improvement costing in excess of Ten Thousand Dollars (\$10,000) and the making of such addition, alteration or improvement shall have been approved by a majority of the votes of Unit Owners (as such term is defined in Section 11, Article II of the Bylaws) at a meeting duly called for such purpose, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Emergency repairs, however, necessary to prevent or correct conditions involving manifest danger to life or property, or for the preservation and safety of the Condominium, or for the safety of the Unit Owners, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Board of Directors on behalf of the Council of Unit Owners without Unit Owner approval regardless of the cost limitations imposed by this Section 10. Any addition, alteration or improvement costing Ten Thousand Dollars (\$10,000) or less may be made by the Board of Directors on behalf of the Council of Unit Owners without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing provisions of this Section 10, if, in the opinion of not less than eighty percent (80%) of the members of the Board of Directors, any additions, alterations or improvements are or shall be exclusively or substantially exclusively for the benefit of the Unit Owner or Owners requesting the same, such requesting Unit Owners shall be assessed therefor in such proportion as they approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors. The dollar limitations set forth above shall increase automatically each year, beginning

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in 1983, in proportion to increases in the Consumer Price Index (all items) for the Washington, D.C. metropolitan area, or any successor index thereto.

(b) By Unit Owners. No Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which will or may impair the structural integrity, or mechanical, electrical or plumbing systems of any of the Buildings or of the Condominium. Interior partitions contributing to the support of any Unit or Building shall not be altered or removed. No Unit Owner shall make any addition, alteration or improvement, or shall change the appearance of the Common Elements or the exterior appearance of a Unit (including, without limitation, doors and windows) without the prior written consent of the Board of Directors acting for and on behalf of the Council of Unit Owners. If application to any governmental authority for a permit to make any addition, alteration, improvement or change requires execution by the Council of Unit Owners, and, if applicable, provided consent of the Board of Directors has been given, then the application shall be executed on behalf of the Council of Unit Owners by the Board of Directors or any officer designated by the Board, without however incurring any liability to any contractor, subcontractor or materialman on account of such addition, alteration, improvement or change, or to any person having any claim for injury to person or damage to property arising therefrom. Nothing herein shall in any way be deemed to prohibit or unreasonably limit the conversion, rehabilitation or sales activities of the Developer.

11. Relocation of Unit Boundaries and Subdivision of Units. Subject to the provisions of this Declaration, any Unit may be subdivided, or the boundaries thereof relocated as provided in the Condominium Act.

12. Insurance.

(a) Authority to Purchase. Except as otherwise provided in this Section 12, all insurance policies relating to the Condominium shall be purchased by the Board of Directors. The Board of Directors shall be required to use its best efforts to obtain and maintain the insurance specified in this Section 12, together with any other insurance required by the Condominium Act.

(b) General Requirements. Each policy of insurance purchased by the Board of Directors shall provide to the fullest extent applicable, consistent with the requirements of the Condominium Act, that:

(1) The named insured under such policies shall be the Council of Unit Owners, the Developer, the Board, the Insurance Trustee and the Managing Agent, and their authorized representatives, as their interests may appear;

(2) In no event shall any such insurance be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(3) The insurer waives (i) any right to claim by way of subrogation against the Developer, the Council of Unit Owners, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, invitees and, in the case of the Unit Owners, the members of their households; and (ii) any defense based upon co-insurance or upon any invalidity arising from the acts of the insured;

(4) Such policy shall not be cancelled, invalidated or suspended due to the act or omission of any Unit Owner (including any member of his or her household or family and his or her invitees, agents and employees) or of any member, officer or employee of the Board of Directors or the Managing Agent;

(5) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Board of Directors and the Managing Agent, and in the case of physical damage insurance, to all Mortgagees and Unit Owners to whom certificates, subpolicies or endorsements have been issued;

(6) Any "no other insurance" clause contained in the master policies shall expressly exclude individual Unit Owners' policies from its operation; and

(7) Subject to the provisions of the Condominium Act, the master policy shall contain a standard mortgage clause, without contribution, in favor of each Mortgagee of a Unit to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee set forth in this Section 12.

(c) Developer Protection. The Developer, so long as Developer shall own any Unit, shall be protected by all such policies as a Unit Owner.

(d) Insurance Companies. All policies of insurance shall be written by reputable companies licensed to do business in the State of Maryland, with a Class VI or better rating under Best's Rating Schedule (or any comparable rating under a revised rating schedule).

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(e) Physical Damage Insurance.

(1) The Board of Directors shall obtain and maintain a blanket all-risk policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage, debris removal, cost of demolition and water damage endorsements, insuring the entire Condominium (excluding only improvements and betterments supplied or installed by or other personal property of the Unit Owners in the Units), together with all heating and air conditioning equipment and other service machinery contained therein, and covering the interests of the Council of Unit Owners, the Board of Directors and all Unit Owners and their Mortgagees, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in this Section 12, in an amount equal to one hundred percent (100%) of the value of the Condominium based on then current replacement cost (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation. The amount of coverage shall be reviewed annually by the Board of Directors with the assistance of the insurance company affording such coverage and such coverage shall be redetermined when and as the Board of Directors deems advisable.

(2) Such policy shall also provide or include:

(i) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to this Declaration not to do so and, in such event, that the insurer shall pay on the basis of the agreed amount endorsement as though a total loss had occurred;

(ii) The following endorsements (or their equivalent): (i) "no control"; (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction" or "condominium replacement cost"; and (iv) "agreed amount" or elimination of co-insurance clause; and

(iii) That any "no other insurance" clause expressly exclude individual Unit Owners' policies from its operation so that the Council's physical damage policy shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees.

(3) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof

of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting the same at least thirty (30) days prior to the expiration of the then current policy. All Mortgagees whose names have been previously furnished to the Council of Unit Owners shall be notified promptly of any event giving rise to a claim under such policy.

(4) The master policy secured pursuant to this Section (e) also shall provide that (1) the insurer will issue to each Unit Owner a certificate or sub-policy specifying the portion of the master policy allocated to his or her Unit and the Percentage Interest of such Unit in the Common Elements; (2) each Unit Owner shall have the right to request an increase in the coverage allocated to his or her Unit by reason of permitted improvements made solely to his or her Unit, but any additional premium resulting from such additional coverage shall be billed by the insurance company directly to, and shall be paid by, such Unit Owner; and (3) each Unit Owner shall have the right, at such Owner's sole expense, to obtain an endorsement to the master policy insuring such Unit Owner for the cost of emergency shelter in the event of casualty rendering his or her Unit uninhabitable.

(F) Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general public liability (including libel, slander, false arrest and invasion of privacy coverage, medical payments coverage and errors and omissions coverage for Directors, officers, the Managing Agent, and their agents and employees) and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, the Managing Agent, the Council of Unit Owners, each Unit Owner and the Developer against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Council of Unit Owners; (iv) coverage for water damage liability, property of others and garage-keeper's liability to the extent required by the Federal Home Loan Mortgage Corporation; (v) deletion of the normal products exclusion with respect to events sponsored by the Council of Unit Owners; (vi) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Board, the Managing Agent, the Council of Unit Owners or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be written in an amount less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of the primary limits also shall be obtained.

(g) Other Insurance The Board of Directors shall obtain and maintain:

(1) Adequate fidelity bond coverage to protect against dishonest acts on the part of officers, directors and employees of the Council of Unit Owners and all others who handle, or are responsible for handling, funds of the Council of Unit Owners, including the Managing Agent. Such fidelity bonds shall: (i) name the Council of Unit Owners as an obligee; and (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(2) If the Condominium is located in an area at any time designated by the Secretary of the Department of Housing and Urban Development (or equivalent) as having special flood hazards, a blanket policy of flood insurance in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Condominium Units or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less;

(3) If there is a steam boiler in operation in connection with the Condominium, broad form machinery and pressure vessel (boiler) explosion insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) per accident per location; and

(4) Such other insurance not inconsistent with the requirements of this Section 12 as the Board of Directors may determine, or as may be requested from time to time by a majority of the votes of Unit Owners (as such term is defined in Section 11, Article II of the Bylaws), or as required by law.

(h) Separate Insurance. Each Unit Owner shall have the right, at his or her own expense, to obtain insurance for his or her own Unit and for his or her own benefit and to obtain insurance coverage upon such Unit Owner's personal property and for such Unit Owner's personal liability as well as upon any permitted improvements or betterments made by such Unit Owner to his or her Unit, provided, however, that no Unit Owner shall be entitled to exercise any right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors or Insurance Trustee, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Council or to cause any insurance coverage maintained pursuant to this Section 12 to be brought into contribution with insurance coverage obtained by a Unit Owner. All policies obtained by Unit Owners shall contain waivers of subrogation. No Unit Owner shall obtain separate insurance policies except as provided above.

(i) Insurance Trustee.

(1) Subject to the provisions of Section 11-114 of the Condominium Act, all physical damage insurance policies purchased by the Council shall provide that, with respect to any single loss, if the proceeds thereof exceed One Hundred Thousand Dollars (\$100,000.00), then all such proceeds shall be paid in trust to such bank, insurance company, trust company or other agency, with trust powers, located in the State of Maryland or in the metropolitan Washington, D.C. area, as may be designated by the Board of Directors (which trustee is herein referred to as the "Insurance Trustee"). If such proceeds do not exceed One Hundred Thousand Dollars (\$100,000.00), then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the terms of Section 13 of this Declaration.

(2) The Board of Directors shall enter into an insurance Trust Agreement with the Insurance Trustee chosen by the Board of Directors, with the approval of seventy-five percent (75%) of the Mortgagees holding Mortgages on Condominium Units, which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Declaration for the benefit of the insureds and their beneficiaries.

(j) Board of Directors as Agent. The Board of Directors hereby is irrevocably appointed the agent for each Unit Owner, to adjust and settle all claims arising under insurance policies maintained by the Council and to execute and deliver releases upon the payment of claims.

13. Repair and Reconstruction After Fire or Other Casualty. Except as to the extent then applicable law permits a decision not to repair or reconstruct in the event of fire or other casualty, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board of Directors must and shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only improvements and betterments supplied or installed by or other personal property of Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his or her own Unit.

(a). Procedure for Reconstruction and Repair.

(1) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the

Board of Directors shall obtain detailed estimates of covered repair costs so as to accomplish repairs to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary or desirable.

(2) Assessments. If the proceeds of the Council's insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made by the Board of Directors against all Unit Owners, in proportion to the respective Percentage Interests of all Units. Such assessments shall be assessments of Common Expenses, but shall not require the approval of the Council of Unit Owners, anything in this Declaration or in the Bylaws to the contrary notwithstanding.

(3) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of reconstruction or repair.

(4) Encroachments. Encroachments upon or in favor of Units which may be created as a result of any reconstruction or repair shall not constitute a claim or basis for any proceedings or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in conformity with the plans and specifications under which the Condominium originally was constructed or with then current applicable law. Such encroachments shall be allowed to continue in existence for so long as the reconstructed or repaired Building(s) shall stand.

(b) Disbursements of Construction Funds.

(1) Construction Fund and Disbursement. The net proceeds of insurance collected on account of casualty, together with the sums received by the Board of Directors from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors. If the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000.00), the construction fund shall be disbursed in payment of such costs by the Insurance Trustee upon approval of an architect qualified to practice in the State of Maryland and employed by the Insurance

Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested. The dollar limitations set forth above shall increase automatically each year, beginning in 1983, in proportion to increases in the Consumer Price Index (all items) for the Washington, D.C. metropolitan area, or any successor index thereto.

(2) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided first among all Unit Owners who paid special assessments levied pursuant to paragraph a(2) of this Section 13 in proportion to their payments, and the balance, if any, shall be divided among the Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests, at law or in equity, in each Unit.

(3) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, next to the cost of repairing the perimeter walls of the Units, next to the cost of repairing the other Common Elements, and the balance, if any, to the cost of repairing the Units (to the extent provided herein).

(4) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying (i) whether the damaged property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

14. Sales, Leases, and Alienation of Units.

(a) No Severance of Ownership. Except to the extent otherwise expressly provided by this Declaration, the Bylaws or the Condominium Act, the undivided interest in the Common Elements allocated to any Unit shall not be altered, and any purported transfer, encumbrance, or other disposition of that interest without the Unit to which it appertains shall be void.

(b) By Developer. The Developer shall retain title to each Unit not sold to any purchaser. The Developer retains the right to enter into leases with any third parties for the occupancy of any of the Units so retained by Developer and not so sold to any purchaser, or to lease back and sublease any Unit so sold upon agreement of the Owner thereof.

(c) By Unit Owners.

(i) Resales of Units by Unit Owners (other than the Developer) are governed by law. Section 11-135 of the Condominium Act requires a Unit Owner (other than the Developer) to obtain from the Council of Unit Owners certain statements and to furnish to his or her purchaser certain certifications concerning the proposed resale, the Unit and the Condominium. Any contract for the resale of a Unit is voidable by a purchaser until five (5) days after such certification has been furnished or until transfer of the Unit, whichever first occurs. A Unit Owner also shall furnish to his or her purchaser a copy of the Declaration (other than the Plats), the Bylaws, the Easements and Covenants, and the Rules and Regulations, all as amended. Section 11-135 imposes other obligations on a Unit Owner, his or her purchaser, and the Council of Unit Owners in connection with the resale of a Unit by a Unit Owner, and all Unit Owners are directed to such section prior to the sale of a Unit. It shall be the responsibility of a Unit Owner other than the Developer to comply with the provisions of Section 11-135 and any and all amendments thereto. The Council may charge a fee of \$50.00, or such lesser or greater amount at any time allowable by law, to provide any certificates which are required or requested in connection with the resale of a Unit.

(ii) Leases of Units by Unit Owners are governed by Section 4(c), ARTICLE V, of the Bylaws.

15. Units Subject to Declaration, Bylaws, Easements and Covenants and Rules and Regulations. All present and future Unit Owners, tenants and occupants of Condominium Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations, and the Easements and Covenants, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Condominium Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws, the Easements

and Covenants and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance of lease thereof.

16. Easements. The Condominium shall be subject to all covenants, limitations and restrictions of record and to the following additional easements and conditions:

(a) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Utility Distribution Systems; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in any of the other Units or in any other part of the Condominium, to the extent any such pipe, duct, cable, wire, conduit, public utility line or other utility distribution system serves any Unit or is necessary for service to any Unit. Every portion of a Unit which contributes to the structural support of a building, a Unit or the Common Elements shall be burdened with an easement of structural support and necessity for the benefit of all other Units and the Common Elements. The easements set forth in this paragraph are in addition to those contained in the Condominium Act.

(b) Ingress and Egress Through, and Use, of, General Common Elements. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all General Common Elements to the extent use thereof is not reserved to less than all Unit Owners pursuant to this Declaration. The Common Elements shall be subject to easements of use and enjoyment and ingress and egress by all persons lawfully using or entitled to the same, including without limitation officers, employees and agents of public utility companies in the performance of their duties.

(c) Water, Sewer and Gas Lines. The Developer expressly reserves the right with respect to the Condominium, and any portion of the Additional Land which may be added to the Condominium, to lay water, sanitary and storm sewer, electricity, gas and telephone lines that may hereafter be placed on the Condominium, or any portion of the Additional Land which may be added to the Condominium or under any dedicated street thereon, with the further provision that the rights to place such lines and to grant additional utility easements expressly are retained.

(d) Additional Land Ingress and Egress. The Developer, for itself and its successors and assigns, and contract purchasers, the family members, guests, invitees, licensees, employees and agents of any of the foregoing, and any person or entity at any time owning or occupying any portion of the Additional Land, hereby reserves a perpetual, alienable and non-exclusive easement on, over and through any and all private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Additional Land, whether or not the Condominium is expanded to include any portion thereof, for any and all lawful purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements for the purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, all real and personal property to the condition of such property prior to the exercise of such rights. The provisions of this Paragraph (d) automatically shall terminate and be of no further force and effect with respect to any portion of the Additional Land upon the expansion of the Condominium, pursuant to Section 17 hereof, which adds such Additional Land to the Condominium, whereupon the provisions of Paragraphs (a), (b) and (c) of this Section 16, and any other applicable provisions of this Declaration or of the Bylaws, shall govern the matters referred to in this Paragraph (d).

(e) Easement to Facilitate Sales. The Developer and its duly authorized agents, representatives and employees shall have the right, exercisable in Developer's sole discretion, to use any and all unsold Unit or Units as sales offices and/or model units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and shall not comprise a part of the Common Elements. The Developer reserves the right to itself, its successors and its invitees and prospective purchasers, to use and enter, without being subject to any special charge or fee therefor, any and all unsold Units and the Common Elements, including parking areas, for sales or display purposes including placing "for sale" or "for rent" signs and other promotional materials, and to enter into agreements with other Unit Owners who may agree to lease their Units to the Developer for use by the Developer as model units and/or sales offices. The provisions of this Paragraph shall be construed broadly to facilitate the Developer's conversion and development of the Condominium.

(f) Carrollton Terrace Cross-Easement. The Condominium is a portion of a former rental apartment project known as Carrollton Terrace Apartments, which contained in the aggregate 1,067 rental units. As such, the Condominium, and the other sections of such project have been, are given and continue to be subject to a cross-easement for the benefit of and in favor of each owner, tenant or

occupant of any portion of such project, including the Developer, and the respective family members, guests, invitees, licensees, employees and agents of any of the foregoing, which easement has been granted and does grant the right of pedestrian and vehicular ingress and egress into and from all sections of such project, and the right in common (and the obligation in common to equitably share the costs thereof) to use, maintain, alter, repair and replace all water, sanitary and storm sewer, electricity, gas and telephone lines and other utility distribution lines that now or may hereafter exist on the Land or the Additional Land and any buildings and improvements thereon. The easements referred to in this paragraph are subject to the limitation that in the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes or with the use of the Common Elements for the purposes reasonably intended.

(g) Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, settling or shifting of any building or other improvement, or if any such encroachment shall occur after the recording of this Declaration as a result of the construction, settling or shifting of any building or other improvement, a valid easement for such encroachment and for the maintenance of the same shall exist so long as such building or other improvement shall stand. In the event any building, any Unit, or any Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of a taking in condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Unit, Building or other improvement shall stand.

17. Option to Expand the Condominium. The Developer hereby expressly reserves the option, until the seventh anniversary of the recordation of this Declaration, at any time or from time to time to expand the Condominium and thereby submit to the Condominium Act the Additional Land or any portion thereof, together with the buildings and improvements thereon erected. The option to expand as hereby reserved is subject only to the provisions of Section 11-120 of the Condominium Act. In the event the Condominium is expanded, the allocation of Percentage Interests in the Condominium, as expanded, from time to time shall be determined on the basis of the ratio that the approximate square footage of each Unit in the Condominium bears to the approximate aggregate square footage of all Units in the Condominium. In the event of full expansion of the Condominium, the maximum number of Units in the Condominium (and the maximum number of votes in the Council of Unit Owners, based on one (1) vote per Unit) shall not exceed 1,067. Upon any expansion of the

Condominium pursuant hereto, any and all references in this Declaration or in the Bylaws to the "Condominium", to "Condominium Units", "Common Elements", "Buildings", "Unit Owners", "Council of Unit Owners", "Board of Directors" and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium, as expanded.

18. Amendment of Declaration. Except as necessary to reflect an exercise of the Developer's right to expand as set forth in Section 17, in which event the Declaration may be amended solely by the Developer without the consent of any other party, or except as otherwise provided in this Declaration, this Declaration may be amended only by the written consent of every Unit Owner and every Mortgagee. No such amendment shall be effective until recorded among the land records of Prince George's County, Maryland. Nothing herein shall be deemed to limit the right of Developer to subdivide or relocate Unit boundaries, as provided herein or in the Condominium Act. Any amendment to this Declaration may be executed (i) if on behalf of the Developer pursuant to the Developer's rights hereunder, by the President or any Vice President and by the Secretary or any Assistant Secretary of the Developer, and (ii) if on behalf of the Council of Unit Owners, pursuant to the Condominium Act. Anything in this Section 18 to the contrary notwithstanding, (i) so long as the Developer is the only Unit Owner, the Developer may amend this Declaration or any Exhibit to this Declaration without the approval of any party; and (ii) subject to the requirements of the Condominium Act, the Developer may amend this Declaration if and as required by any governmental or quasi-governmental agency (including without limitation the Federal Home Loan Mortgage Corporation, Federal National Mortgage Company or Veterans' Administration) or any title insurance company, if approved by the Office of the Secretary of State of Maryland.

19. No Revocation or Partition. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the condominium regime is waived and terminated by the agreement of Unit Owners owning at least eighty percent (80%) of the Units in the Condominium.

20. No Merger. In accordance with the Section 36.4300 series of the Code of Federal Regulations, the condominium regime may not be amended or merged with a successor condominium regime without the prior written approval of the Administrator of Veterans Affairs of the Veteran's Administration.

21. Consent of First Mortgagees. Notwithstanding any other provision of this Declaration, the Bylaws or the Rules and Regulations, but subject to the provisions of the Condominium Act, unless at least sixty-six and two-thirds percent (66-2/3%) of the

Mortgagees holding Mortgages constituting first liens on Condominium Units subject to such Mortgages (based upon one vote for each Mortgage owned) or sixty-six and two-thirds percent (66-2/3%) of Unit Owners (other than the Developer) have given their prior written approval, the Council of Unit Owners and Board of Directors shall not be entitled to: (a) by act or omission seek to abandon or terminate the condominium regime; (b) except as provided in Section 17, change the pro-rata interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocation distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro-rata share of ownership of each Unit in the Common Elements; (c) partition or subdivide any Unit; (d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or (e) use hazard insurance proceeds for losses to the Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements. The foregoing provisions relating to consent by Mortgagees shall in no way be interpreted as limiting the rights of the Developer to expand the Condominium pursuant to Section 17, or the rights of a Unit Owner or his or her particular Mortgagee which such Unit Owner and Mortgagee may have with respect to matters particularly affecting such Unit Owner's Unit. Subject to the rights of the Developer to expand as set forth in Section 17, the matters described in clauses (b) and (c) above shall require the approval of each affected Unit Owner and his or her Mortgagee.

22. Priority of First Mortgagees. Except as otherwise provided by the Condominium Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of Mortgagees of the Condominium Units pursuant to their Mortgages in the case of the termination of the condominium regime hereby created or distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

23. Washington Suburban Sanitary Commission. In the event that any sewer or water use charge, or front foot benefit charge, or sewer charge, or ad valorem tax, imposed pursuant to the Washington Suburban Sanitary Commission District Act is not paid by the Council of Unit Owners, or by one or more of the Owners, then the Washington Suburban Sanitary Commission ("WSSC") shall have the right, within the time provided by that Act or the Regulations of WSSC to terminate sewer and water service to all the Units. Each present and future Owner and tenant shall acknowledge and take title subject to the obligation for payment by the Council of Unit Owners of annual front foot benefit charges levied by WSSC, such charges to run for the specific period of years commensurate with

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the life of the bonds issued for the construction of said water and/or sewer lines as applicable. Each present and future Owner and tenant shall grant a right of access to his Unit to the Managing Agent employed by the Condominium and/or any other person authorized by the Board of Directors for the purposes of making inspections of the plumbing system or for the purpose of correcting any plumbing problems in any Unit which might affect that Unit, any other Unit, the Common Elements, or WSSC's water and sewer system. In case of emergency, such entry shall be immediate whether the Owner is present at the time or not. The Managing Agent or other person authorized by the Board of Directors may be accompanied by such maintenance personnel or employees of WSSC as are deemed by such person necessary or appropriate.

24. Changes by Developer. Nothing contained in this Declaration shall be deemed to impose upon the Developer or its successors or or assigns any obligation of any nature to build, construct or provide any physical additions to the condominium regime hereby created.

25. Waiver. No provision contained in this Declaration 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 which may occur.

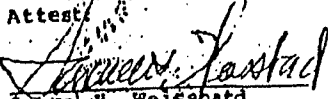
26. Severability. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any condominium document and the Condominium Act, or any questions regarding the interpretation of any condominium document, shall be governed by the Condominium Act.


27. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF the Developer has caused this Declaration to be duly executed this 30th day of April, 1982.

FONTAINEBLEAU, INC.,
a Maryland corporation

Attest:


Samuel H. Wolcott
Assistant Secretary
(Corporate Seal)

By 
Dale P. Shedd
President

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AFFIRMATION

I hereby affirm under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article, if applicable, have been fulfilled.

Developer
Fontainebleau, Inc.,
a Maryland corporation

By Dale P. Shedd
Dale P. Shedd
President

State of Maryland)
County of Prince George's) ss.:

I, Peter A. Sumner, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Dale P. Shedd and Samuel H. Weissbard as President and Assistant Secretary respectively, of Fontainebleau, Inc., a Maryland corporation in said jurisdiction and being by me first duly sworn, did depose and say that they, as such officers, are parties to the foregoing and annexed instrument and that the facts set forth in said instrument are true and correct; and they acknowledged to me that they, as such officers, executed the said instrument as its free act and deed.

Subscribed and sworn to before me this 30th day of April, 1982.

Peter A. Sumner
Notary Public

My Commission Expires: 7/1/82

[Notarial Seal]

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EXHIBIT C
TO
DECLARATION OF FRENCHMANS CREEK CONDOMINIUM

	UNIT NUMBER	SQUARE FEET	TYPE	PERCENTAGE INTEREST
7601 Fontainebleau Drive	2301	545	EAT	545/108,391
	2302	933	2RT	933/108,391
	2303	933	2RT	933/108,391
	2305	867	2F1	867/108,391
	2306	933	2R1	933/108,391
	2307	933	2R1	933/108,391
	2308	867	2F1	867/108,391
	2309	867	2F2	867/108,391
	2310	933	2R2	933/108,391
	2311	933	2R2	933/108,391
	2312	867	2F2	867/108,391
	2313	867	2F3	867/108,391
	2314	933	2R3	933/108,391
	2315	933	2R3	933/108,391
	2316	867	2F3	867/108,391
7603 Fontainebleau Drive	2318	933	2RT	933/108,391
	2319	933	2RT	933/108,391
	2321	867	2F1	867/108,391
	2322	933	2R1	933/108,391
	2323	933	2R1	933/108,391
	2324	867	2F1	867/108,391
	2325	867	2F2	867/108,391
	2326	933	2R2	933/108,391
	2327	933	2R2	933/108,391
	2328	867	2F2	867/108,391
	2329	867	2F3	867/108,391
	2330	933	2R3	933/108,391
	2331	933	2R3	933/108,391
	2332	867	2F3	867/108,391

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	UNIT NUMBER	SQUARE FEET	TYPE	PERCENTAGE INTEREST
7605 Fontainebleau Drive	2334	933	2RT	933/108,391
	2335	933	2RT	933/108,391
	2337	867	2F1	867/108,391
	2338	933	2R1	933/108,391
	2339	933	2R1	933/108,391
	2340	867	2F1	867/108,391
	2341	867	2F2	867/108,391
	2342	933	2R2	933/108,391
	2343	933	2R2	933/108,391
	2344	867	2F2	867/108,391
	2345	867	2F3	867/108,391
	2347	933	2R3	933/108,391
	2348	867	2F3	867/108,391
7607 Fontainebleau Drive	2350	738	1RT	738/108,391
	2351	738	1RT	738/108,391
	2352	503	EBT	503/108,391
	2353	669	1F1	669/108,391
	2354	738	1R1	738/108,391
	2355	738	1R1	738/108,391
	2356	669	1F1	669/108,391
	2357	669	1F2	669/108,391
	2358	738	1R2	738/108,391
	2359	738	1R2	738/108,391
	2360	669	1F2	669/108,391
	2361	669	1F3	669/108,391
	2362	738	1R3	738/108,391
	2363	738	1R3	738/108,391
	2364	669	1F3	669/108,391
7609 Fontainebleau Drive	2201	545	EAT	545/108,391
	2202	933	2RT	933/108,391
	2203	933	2RT	933/108,391
	2205	867	2F1	867/108,391
	2206	933	2R1	933/108,391

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	UNIT NUMBER	SQUARE FEET	TYPE	PERCENTAGE INTEREST
	2207	933	2R1	933/108,391
	2208	867	2F1	867/108,391
	2209	867	2F2	867/108,391
	2210	933	2R2	933/108,391
	2211	933	2R2	933/108,391
	2212	867	2F2	867/108,391
	2213	867	2F3	867/108,391
	2214	933	2R3	933/108,391
	2215	933	2R3	933/108,391
	2216	867	2F3	867/108,391
7611 Fontainebleau Drive	2218	738	1RT	738/108,391
	2219	738	1RT	738/108,391
	2220	503	EBT	503/108,391
	2221	669	1F1	669/108,391
	2222	738	1R1	738/108,391
	2223	738	1R1	738/108,391
	2224	669	1F1	669/108,391
	2225	669	1F2	669/108,391
	2226	738	1R2	738/108,391
	2227	738	1R2	738/108,391
	2228	669	1F2	669/108,391
	2229	669	1F3	669/108,391
	2230	738	1R3	738/108,391
	2231	738	1R3	738/108,391
	2232	669	1F3	669/108,391
7613 Fontainebleau Drive	2101	545	EAT	545/108,391
	2102	933	2RT	933/108,391
	2103	933	2RT	933/108,391
	2105	867	2F1	867/108,391
	2106	933	2R1	933/108,391
	2107	933	2R1	933/108,391
	2108	867	2F1	867/108,391
	2109	867	2F2	867/108,391
	2110	933	2R2	933/108,391

5530 605

7615 Fontainebleau
Drive

7617 Fontainebleau
Drive

UNIT NUMBER	SQUARE FEET	TYPE	PERCENTAGE INTEREST
2111	933	2R2	933/108,391
2112	867	2F2	867/108,391
2113	867	2F3	867/108,391
2114	933	2R3	933/108,391
2115	933	2R3	933/108,391
2116	867	2F3	867/108,391
2118	933	2RT	933/108,391
2119	933	2RT	933/108,391
2121	867	2F1	867/108,391
2122	933	2R1	933/108,391
2123	933	2R1	933/108,391
2124	867	2F1	867/108,391
2125	867	2F2	867/108,391
2126	933	2R2	933/108,391
2127	933	2R2	933/108,391
2128	867	2F2	867/108,391
2129	867	2F3	867/108,391
2130	933	2R3	933/108,391
2131	933	2R3	933/108,391
2132	867	2F3	867/108,391
2134	738	1RT	738/108,391
2135	738	1RT	738/108,391
2137	669	1F1	669/108,391
2138	738	1R1	738/108,391
2139	738	1R1	738/108,391
2140	669	1F1	669/108,391
2141	669	1F2	669/108,391
2142	738	1R2	738/108,391
2143	738	1R2	738/108,391
2144	669	1F2	669/108,391
2145	669	1F3	669/108,391
2146	738	1R3	738/108,391
2147	738	1R3	738/108,391
2148	669	1F3	669/108,391

5530 606

All addresses are in New Carrollton, Prince George's County, Maryland. Percentage Interests are expressed as fractions, the numerator of which is the approximate size of each unit in square feet and the denominator of which is the approximate aggregate size of all units. In the event the condominium is expanded, Percentage Interests will be modified in accordance with the foregoing formula.