## **DECLARATION**



#### DECLARATION

#### GEORGETOWN VILLAGE CONDOMINIUM

THIS DECLARATION, made and entered into this 18th day of March, 1985, by GEORGETOWN VILLAGE ASSOCIATES, INC., a Maryland corporation (hereinafter and in the exhibits attached hereto called the "Deciarant").

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

WHEREAS, the Declarant desires to establish a Condominium pursuant to Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1981) as supplemented from time to time (hereinafter called the "Act"), and it is the desire and intention of the Declarant to divide the Property into condominium units and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, each of which is for the benefit of the Property and the owners thereof from time to time; and,

WHEREAS, prior to the recordation hereof the Declarant has filed for record in the Office of the Clerk of the Circuit Court for Montgomery County, Maryland, a certain "Plat of Georgetown Village Condominium" (hereinafter referred to as the "Condominium Plat"), which Condominium Plat (consisting of seventeen (17) sheets) is recorded in Condominium Plat Book 37, at Plat 3866, et seq.

NOW, THEREFORE, the Declarant hereby submits the Property to the provisions of the Act.

#### ARTICLE I DEFINITIONS

Unless the context shall plainly require otherwise, the following words when used in this Declaration and/or any and all exhibits attached hereto shall have the following meanings:

- (a) "Common Elements" means all of the Property other than Units, and includes both General Common Elements and Limited Common Elements, as defined in Article III hereof.
- (b) "Condominium" means the Property having the status of a "Condominium" pursuant to and as defined in the Act.
- (c) "Council of Unit Owners" means the entity comprised of all Unit owners, sometimes hereinafter referred to as the "Association".

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- (d) "Declarant" shall mean and refer to Georgetown Village Associates, Inc., and its successors and assigns to whom the special rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in writing.
- (e) "Percentage Interest" means the undivided interest of each Unit owner, as set forth on Exhibit "D", with respect to Common Elements of the Condominium and the Common Profits and Common Expenses of the Council of Unit Owners.
- "Unit" means a three-dimensional area, as described below and as shown on the Condominium Plat, and includes all improvements contained within the area except such as are expressly excluded in this Declaration or on the Condominium Plat. The lower boundary of such Unit is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the unfinished subfloor thereof extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any such Unit is a horizontal (or sometimes inclined) plane (or planes), the elevation of which coincides with the top surface of the plasterboard of the uppermost ceiling in the Unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any such Unit is a vertical plane (or planes) which coincide with the outermost surfaces of the perimeter plasterboard walls thereof, including windows and doors thereof, extended to intersect the upper and lower horizontal boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Unit. Unless otherwise designated herein and/or on the Condominium Plat as a Common Element, mechanical equipment and appurtenances located within or without any Unit and designated to serve only that Unit, such as pipes, wires, cables, conduits, electrical receptacles and outlets, ducts, flues, chutes, appliances, range hoods, fixtures, and the like, shall be considered a part of the Unit.
- (g) "Unit owner" means any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a Unit; provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a Unit owner solely by reason of such interest.

## ARTICLE II CREATION OF CONDOMINIUM REGIME

Section 1. Submission of Property to Act. The Property and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered subject to the Act and the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") herein set forth, including the provisions of the bylaws of the Council of Unit Owners of Georgetown Village Condominium (a copy of which is attached hereto and made a part hereof as Exhibit "B"), all of which are declared and agreed to be in aid of a plan for the division of the Property into a Condominium pursuant to the Act, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and by any person acquiring or owning an interest in the Property, including, without limitation, any person, group of persons, corporation, trust or other entity, or any combination thereof, which holds such interest solely as security

for the performance of an obligation; provided, however, that the special rights, restrictions, easements, interests, exemptions, privileges, and powers of the Declarant shall inure to the benefit of and be enforceable by only those successors and assigns of the Declarant to whom any of the same have been specifically assigned or transferred in writing.

By the recordation of this Declaration, the Council of Unit Owners hereby assumes all liability, responsibility and duty for the care, operation and maintenance of the Common Elements, and each Unit owner hereby assumes or agrees to assume all liability and duty for the care, operation and maintenance of the respective Units, subject, however, to any rights the Council of Unit Owners or each Unit owner may have pursuant to this Declaration. Further, the Council of Unit Owners and each Unit owner, on their own behalf, and on behalf of their successors and assigns, hereby agrees to indemnify and hold Declarant, its heirs, successors and assigns harmless from any loss, liability or damage (including attorneys' fees and court costs) arising out of or resulting from the failure of the Council of Unit Owners or each unit Owner to care for, maintain or properly operate the Common Elements or Units, as applicable.

Section 2. Description of the Units. The general description and number of each Unit, including its area, location and such other data as may be necessary or appropriate for its identification, is set forth on the Condominium Plat, which Condominium Plat is annexed hereto as Exhibit "C" (and by this reference is made a part hereof).

Section 3. Name of Condominium. The name by which the Condominium shall be known is "Georgetown Village Condominium."

## ARTICLE III COMMON ELEMENTS

- Section 1. General Common Elements. The General Common Elements means all of the Common Elements except Limited Common Elements, and shall (unless otherwise specifically designated herein or on the Condominium Plat), include the following:
  - (a) The Property (other than Units); and,
- (b) The foundation(s), bearing walls, perimeter walls, main walls, roofs, parking areas, landscaping, columns, girders, beams, supports, corridors, stairways, and entrances and exits or communication ways; and,
- (c) The components or installations of central services such as power, light, gas, water, sewer, telephone, master antennae, including tanks, pumps, motors, fans, compressors, pipes, valves, controls or other similar equipment to be used in common (unless designated to serve only one Unit; provided, however that any fireplace flues and chimneys originally constructed as part of the Unit or constructed by the Declarant shall be deemed General Common Elements); and,

- (d) All Units which may hereafter be acquired and held by the Council of Unit Owners on behalf of all Unit owners; and,
- (e) All other elements of common use or necessary to its existence, upkeep and/or safety.

Section 2. Limited Common Elements. The Limited Common Elements include those designated as such on the Condominium Plat. All areas designated as Limited Common Elements are reserved for the exclusive use of the Unit owner(s) of the Unit(s) to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. If no such designation is made on the Condominium Plat, then the Limited Common Elements shall be deemed to be appurtenant to Unit(s) to which they are adjacent or which they rationally are designed and/or are intended to serve and benefit. The right of the Unit owner(s) to whose Unit(s) the Limited Common Elements are appurtenant to use and enjoy the same shall be subject to such reasonable rules and regulations as the Board of Directors of the Council of Unit Owners may from time to time enact.

# ARTICLE IV PERCENTAGE INTEREST AND VOTING RIGHTS

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Each Unit shall have the same incidents as real property, and the Unit owner shall hold the same in fee simple and shall have a common right to a share with the other Unit owners of an undivided fee simple interest in the Common Elements, which shall be known as the "Percentage Interest in the Common Elements". The Percentage Interest in the Common Elements appertaining to each Unit is set forth on Exhibit "D". This percentage is also the Percentage Interest of each Unit owner in the Common Profits and Common Expenses of the Council of Unit Owners and represents the percentage of the vote of each Unit owner in the Council of Unit Owners, there being a total of one hundred (100) votes. Except as otherwise specifically provided in this Declaration, the Percentage Interests heretofore described and votes herein established shall not be changed without the unanimous consent of all of the Unit owners and the mortgagees (as defined in the Act) evidenced by an appropriate amendment to this Declaration recorded among the Land Records of Montgomery County, Maryland; shall not be separated from the Unit to which they appertain; and shall be deemed conveyed or encumbered with the Unit even though such Percentage Interests and/or votes are not expressly mentioned or described in the conveying deed or other instrument. Subject to the provisions of the bylaws of the Council of Unit Owners and this Declaration, a Unit owner may, pursuant to and in accordance with Section 11-107(d) of the Act, grant a part of his Unit to another Unit owner and the part of the Unit conveyed may be incorporated as part of such other Unit, or he may subdivide his Unit, whereupon he shall reallocate a portion of his Percentage Interest in the Common Elements of the Condominium and Percentage Interest in the Common Profits and Common Expenses of the Council of Unit Owners, and the vote appurtenant to his Unit, accordingly.

## ARTICLE V COVENANT AGAINST PARTITION; EASEMENTS; ENCROACHMENTS

Section 1. Covenant Against Partition. The Common Elements, both General and Limited, shall remain undivided and, except as otherwise provided herein and in the Act, shall remain appurtenant to the designated Unit. No Unit owner or any other person shall bring any action for partition or division thereof except as may be provided for herein and in the Act.

Section 2. 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, reconstruction, repair, shifting, settlement or movement of the Units and/or Common Elements, or if any such encroachment shall occur hereafter as a result of construction, repair, shifting, movement or settlement, or otherwise, a valid easement for the encroachment and for the maintenance of the same exists so long as the encroaching Unit and/or Common Elements shall stand. In the event any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, encroachment of parts of the Common Elements resulting from such reconstruction, construction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

#### Section 3. Easements.

- (a) The Council of Unit Owners (through its Board of Directors, if applicable), its agents and employees, shall have an irrevocable right and an easement to enter Units to make repairs to Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. Except in cases involving manifest danger to public safety or property, the Council of Unit Owners (or the Board of Directors, if applicable) shall make a reasonable effort to give notice to the owner of any Unit to be entered for the purpose of such maintenance and repair. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit owner responsible for the damage, or the Council of Unit Owners if it is responsible, is liable for the prompt repair. An entry by the Council of Unit Owners through its Board of Directors, agents, and employees for the purposes specified in this section may not be considered a trespass. An easement for mutual support shall exist in the Units and the Common Elements.
- (b) Each of the sidewalks, paths, walks, lanes, driveways, paved areas, roadways, parking areas, stairwells and other General Common Elements shall be subject to an easement in favor of all the Unit owners for reasonable and necessary pedestrian and vehicular ingress and egress to and from the improvements to and from public and private roadways and streets. The use of this easement granted herein shall be subject to such reasonable rules and regulations as may be adopted by the Council of Unit Owners from time to time.
- (c) There is hereby reserved unto the Declarant and its agents a nonexclusive easement over, across and through all of the Property for the purpose of access, the storage of building supplies and materials and equipment in the Common Elements,

and, without any limitation, for any and all purposes reasonably related to the completion of the construction or rehabilitation and repair of the Property.

There is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing) a blanket easement upon, across, and under all of the General Common Elements for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant (and its successors and assigns to whom such right has been specifically assigned in writing), the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (d).

#### ARTICLE VI RIGHT TO RENT OR SELL UNITS

Anything contained in this Declaration or the Bylaws of the Council of Unit Owners to the contrary notwithstanding, the Declarant shall have the right to transact any business on the Property (including the Common Elements) necessary or desirable to consummate sales or rentals of Units owned by it, including, but not limited to, the right to maintain employees in the sales, rental or management office, and to show Units for sale or rent. The furniture and furnishings in the model Units or in the sales or rental office, signs and all items pertaining to the sale or rental of Units by the Declarant shall not be considered Common Elements but shall remain the property of the Declarant. The right to consummate rentals of Units and to maintain and staff a rental or management office shall extend to any management agent or agents retained by the Owners of such rental Units. Such rental or management office may also be utilized for the rental and management of other residential units in the area.

# ARTICLE VII WASHINGTON SUBURBAN SANITARY COMMISSION AGREEMENT

- (a) In the event that any sewer or water use charge, or sewer charge, or ad valorem tax, imposed pursuant to the Washington Suburban Sanitary District Code is not paid by the Council of Unit Owners, or by one or more of the Unit owners, the Washington Suburban Sanitary Commission shall have the right, within the time provided by law and the Regulations of said Commission, to terminate sewer and water service to all of the Units.
- (b) Each present and future Unit owner and, if applicable, tenants of each Unit Owner shall acknowledge and take title subject to the obligation for payment by

each Unit owner of annual front-foot benefit charges levied by the Washington Suburban Sanitary Commission, based upon water and sewer front-foot allocations made by the Washington Suburban Sanitary Commission and commensurate with the life of the bonds issued for the construction of said water and/or sewer lines as applicable.

(c) Each present and future Unit owner and, if applicable, tenants of each Unit owners, shall grant a right of access to his Unit to the management agent employed by the Unit owner or the Council of Unit Owners and/or any other person authorized by said Council of Unit Owners for the purpose of making inspections of the plumbing system or for the purpose of correcting any plumbing problems in any Unit which might affect that Unit, any other Unit in the building or any of the Common Elements. In case of emergency, such entry shall be immediate whether the Unit owner or tenant is present or not. The management agent or other person authorized may permit employees of the said Commission to enter the premises for the purpose of making corrections in order to protect the Washington Suburban Sanitary Commission's water and sewer system.

## ARTICLE VIII MISCELLANEOUS

#### Section 1. Construction and Enforcement.

- (a) The provisions hereof shall be liberally construed to achieve the purpose of creating a uniform plan for the operation of the Property as a Condominium. Enforcement of these Covenants and Restrictions and of the bylaws attached hereto shall be by any Unit owner and/or the Council of Unit Owners or its Board of Directors by any proceeding at law or in equity against any person or persons violating any of the same, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce any lien created hereby; and the failure or forebearance by the Council of Unit Owners or the Unit owner of any Unit to enforce any of the covenants or restrictions herein or in the bylaws contained shall in no event be deemed a waiver of the right to do so thereafter.
- (b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within Covenants and Restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.
- Section 2. Severability. Invalidation of any part of this Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.
- Section 3. Captions. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.
- Section 4. Amendments. This Declaration may be amended only in accordance with the Act. Any amendment to this Declaration shall not become effective until such time as it has been recorded in the same manner as this Declaration among the Land Records of Montgomery County, Maryland.

- Section 5. Consents. Notwithstanding any other provision of this Declaration, unless otherwise provided by statute or in case of condemnation or insurable loss to the Units and/or common elements of the Condominium, neither the Council of Unit Owners nor the Board of Directors shall take any of the following actions:
- (a) by act or omission, seek to abandon or terminate the Condominium project unless at least one hundred percent (100%) of the Unit owners and sixty-seven percent (67%) of the first mortgagees have given their prior written approval;
- (b) change the pro-rata interest or obligations of any individual condominium unit unless all of the first mortgagees and all Unit owners of the individual condominium units have given their prior written approval;
- (c) provided that any Unit is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, amend or merge the condominium regime with a successor condominium regime without prior written approval of the Federal Housing Administration and the Administrator of the Veterans Administration;
- (d) unless the consent of the Unit owners to which at least sixty-seven percent (67%) of the votes in the Council of Unit Owners are allocated (or such higher percentage as may otherwise be required by this Declaration or the Act) and the approval of fifty-one percent (51%) of the first mortgagees (or such higher percentage as may otherwise be required by this Declaration or the Act) is obtained, materially change provisions of the Declaration, Bylaws, or Plats. The change to any of the following would be considered material:
  - (i) Voting rights;
  - (ii) Assessments, assessment liens or subordination of such liens;
  - (iii) Reserves for maintenance, repair and replacement of the Common Elements;
  - (iv) Insurance or Fidelity Bonds;
  - (v) Reallocation of interests in the Common Elements or rights to their use;
  - (vi) Responsibility for maintenance and repairs;
  - (vii) Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Condominium;
    - (viii) Boundaries of any Unit;
    - (ix) The establishment of self management when professional management has been required previously by a first mortgagee;
    - (x) Convertibility of Units into Common Elements or of Common Elements into Units;

- (xi) Leasing of Units;
- (xii) Imposition of any restrictions on the right of a Unit owner to sell or transfer his or her Unit;
- (xiii) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration, or the Act;
- (xiv) Any action to terminate the Condominium after substantial destruction or condemnation occurs; or
- (xv) Any provisions that expressly benefit mortgage holders, insurers or guarantors of first mortgages.

IN WITNESS WHEREOF, Georgetown Village Associates, Inc., a Maryland corporation, has caused this instrument to be duly executed by the undersigned officers as of the day and year first above written.

ATTEST:

Scott Nordheimer

(Assistant) Secretary

[CORPORATE SEAL]

INC., a Maryland corporation

Gary Nordheimer

GEORGETOWN VILLAGE ASSOCIATES,

STATE OF VIRGINIA

COUNTY OF ARLINGTON

to wit:

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that <u>Gary H. Nordheimer</u>, whose name as (Nice) President of Georgetown Village Associates, Inc., a Maryland corporation, has signed the foregoing and annexed instrument bearing date the 18th day of March, 1985, and has acknowledged the same before me in the County aforesaid.

GIVEN under my hand and official seal this 18th day of March, 1985.

Deris F. Schalk

Dais - Sakalk Notary Public

Commission Expires:

12/21/87

OTARIAL SEALS

I HEREBY CERTIFY that the foregoing and annexed instrument was executed pursuant to and in strict conformity with a resolution of the Board of Directors of Georgetown Village Associates, Inc., a Maryland corporation, adopted at a duly called meeting of said Board of Directors and that a quorum was present at said meeting.

Scott Nordheimer

, (Assistant) Secretary

DECLARANT'S CERTIFICATION

I HEREBY AFFIRM under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article of the Annotated Code of Marvland, if applicable, have been fulfilled.

ATTEST:

Scott Nordheimer

(Assistant) Secretary

[CORPORATE SEAL]

GEORGETOWN VILLAGE ASSOCIATES, INC., a Maryland corporation

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(Vice) President

# EXHIBIT "A" DESCRIPTION FOR CONDOMINIUM SUBDIVISION OLD GEORGETOWN VILLAGE

Being certain Parcels of land located in Montgomery County, Maryland and the improvements thereon, previously recorded in Old Georgetown Village Plats as Parcel L, Block A in Plat Book 107 at Plat 12331; Parcels E, F, G, and H (Commonwealth Drive), Block A in Plat Book 104 at Plat 11900; Parcel K (Commonwealth Drive), Block A in Plat Book 107 at PLat 12330; Parcel C (Commonwealth Drive), Block A in Plat Book 104 at Plat 11860; Parcel B (Commonwealth Drive) Block A in Plat Book 103 at Plat 11713; excluding public use dedication on Parcel F for proposed Executive Blvd. as recorded in Liber 5188 at Folio 875 and being more particularly described as follows:

Beginning for same at a common point on the southerly right of way line of Nicholson Lane, 80.00 feet wide, and proposed Executive Boulevard said point also being at the end of the second line of the description for Parcel One in Liber 5188 at Folio 875, thence running

- 1. S 48° 48' 05" E 42.43 feet, thence running with Parcel F property line
  - 2. S 03° 48' 05" E 424.50 feet, thence
- 3. S 11° 25' 59" W 374.14 feet to a common point with Parcel L, thence running with Parcel L property line
  - 4. S 09° 18' 55" F 243.29 feet, thence
  - 5. S 36° 41' 34" W 89.20 feet, thence
  - 6. S 14° 06' 48" W 173.67 feet, thence
- 7. S 01° 55' 26" E 342.00 feet to a common point with Edson Lane, thence running with the common property line of Parcel L and Edson Lane
  - 8. S 86° 01' 55" W 565.86 feet, thence
- 9. S 86° 01' 55" W 10.00 feet to a point common with Parcel K. thence running with Parcel K
- 10. S 86° 01' 55" W 32.34 feet to a common point with Parcel J, thence running with the common line of Parcel J and Parcel K
- 11. N 03° 58' 05" W 239.50 feet to a point common with Parcel H, thence running with the property line of Parcel H
- 12. N 03° 58' 05"  $\dot{\text{W}}$  147.00 feet to the common point with Parcel I, thence
  - 13. N 03° 58' 05" W 87.76 feet, thence
- 14. 281.77 feet along the arc of a curve, deflecting to the right, having a radius of 624.34 feet and a chord bearing of N 08° 57' 40" E, 279.39 feet to a common point with Parcel C and Parcel D, thence running with Parcel C property line

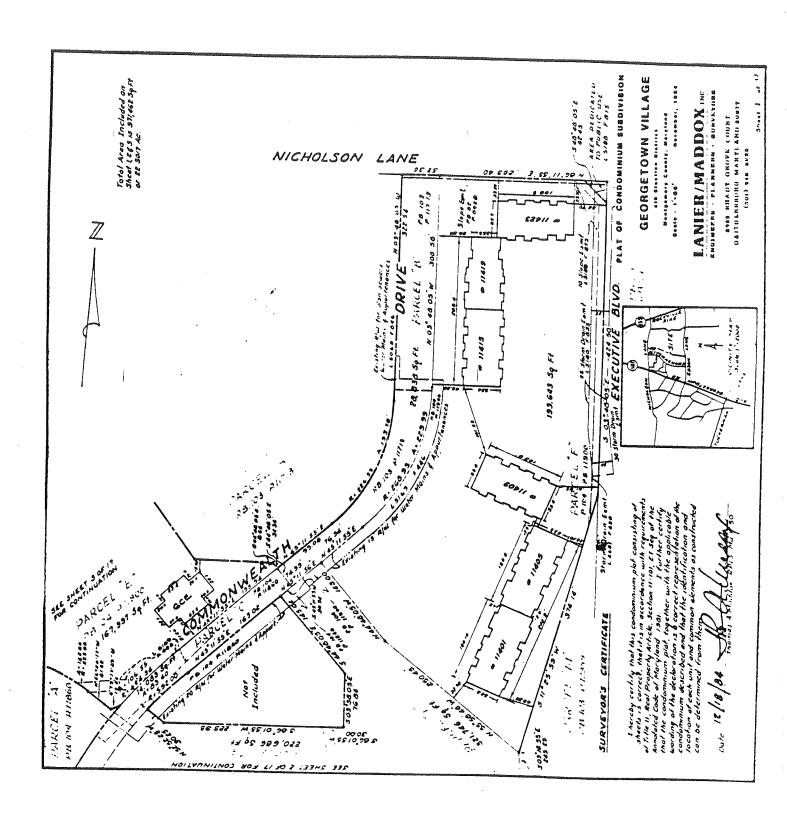
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15. 147.44 feet along the arc of a curve, deflecting to the
  right, having a radius of 624.34 feet and a chord bearing of N
  28° 39' 19" E, 147.10 feet to a common point with Parcel E,
  thence along the Parcel E and Parcel D property line
      16. S 79° 17' 29" W 13.86 feet, thence
           N 56° 50' 17" W 41.62 feet, thence
      17.
          145.81 feet along the arc of a curve, deflecting to the
  left, having a radius of 225.00 feet and a chord of N 75° 24' 11"
 W, 143.27 feet, thence
           S 86° 01' 55" W 83.87 feet, thence
      19.
           N 03° 58' 05" W 61.67 feet, thence
      20.
          N 86° 01' 55" E 3.00 feet, thence
      21.
          N 03° 58' 05" W 22.67 feet, thence
      22.
          N 86° 01' 55" E 7.00 feet, thence
      23.
           N 03° 58' 05" W 22.67 feet, thence
      24.
           S 86° 01' 55" W 5.00 feet, thence
      25.
     26. N 03° 58' 05" W 37.00 feet, thence
     27. S 86° 01' 55" W 43.86 feet, thence
28. N 22° 14' 39" E 152.48 feet, thence
29. N 05° 27' 49" W 49.25 feet, thence
           N 67° 45' 21" W 175.67 feet to a point on the easterly
      30.
 right of way line of Old Georgetown Road, thence along said right
 of way
          N 19° 22' 56" E |75.32| feet, thence
     31.
          N 14° 16' 29" E 50.49 feet, thence
     32.
          N 01° 26' 16" E 53.49 feet, thence
N 22° 14' 40" E 91.00 feet, thence
N 53° 23' 57" E 65.82 feet to a point on Nicholson Lane
right of way, thence with said right of way
     36. N 86° 11' 55" E 24.00 feet to a point common with Parcel
A, thence along the common Parcel E and Parcel A property line
     37. S 17° 23' 16" W 122.64 feet, thence
         S 03° 48' 05" E 70.00 feet, thence
     38.
         N 86° 11' 55" E 70.00 feet, thence
     39.
    40. S 03° 48' 05" E 161.00 feet, thence
41. N 86° 11' 55" E 230.00 feet, thence
         S 03° 48' 05" E 105.00 feet, thence
     42.
         S 41° 29' 13" E 128.46 feet, thence
     43.
         N 86° 11' 55" E 111.00 feet, thence
    44.
         S 44° 48' 05" E 8.66 feet to a point common with Parcel
B, thence along the common Parcel A and Parcel B property line
    46. N 45° 11' 55" E 99.08 feet, thence
         193.78 feet along the arc of a curve, deflecting to the
left, having a radius of 226.59 feet and a chord of N 20° 41' 55"
E 187.93 feet, thence
    48. N 03° 48' 05" W 322.54 feet to a point common with
Nicholson Lane, thence along Nicholson Lane
    49. N 86° 11' 55" F 52.34 feet to a point common with Parcel
F, thence
    50. N 86° 11' 55" E 209.40 feet to the point of beginning,
containing 1,003,279.47 square feet or 23.03213 acres of land,
more or less.
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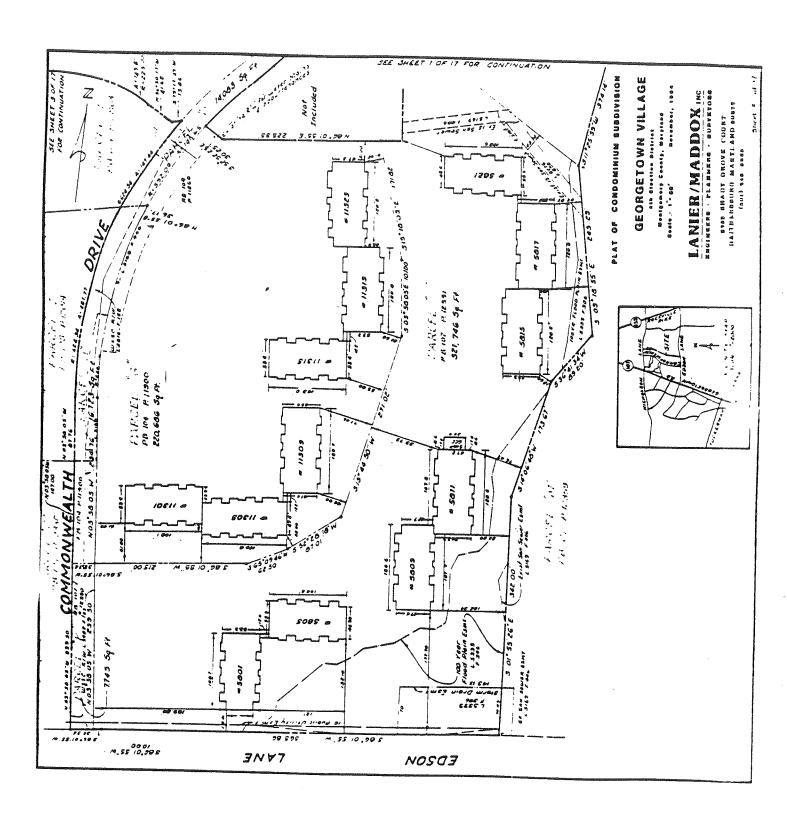
#### EXCLUDING THE FOLLOWING PARCEL OF LAND:

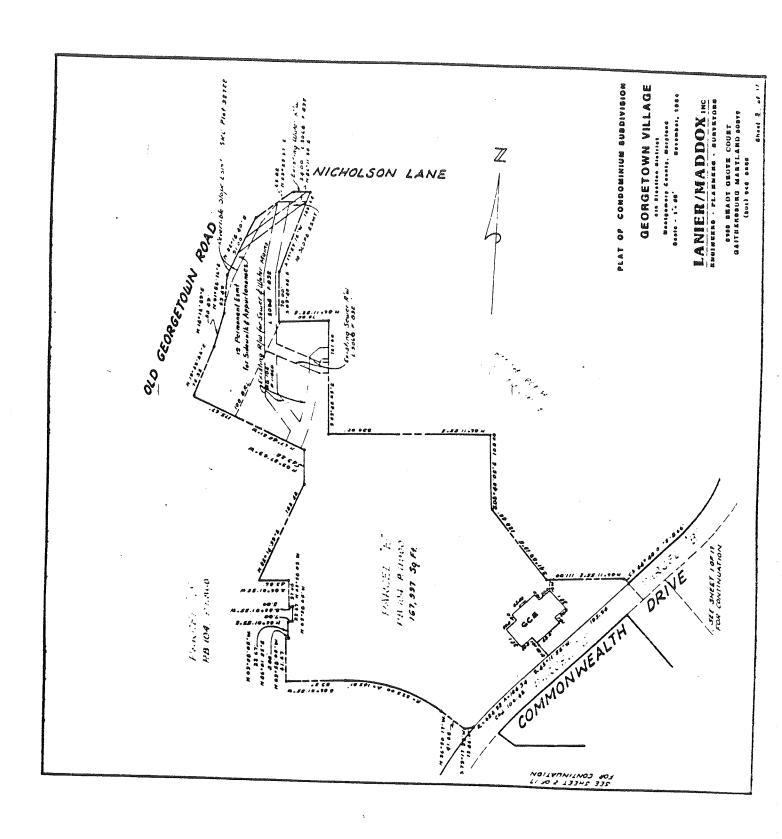
Beginning at a point located the following two courses and distances from a point common to Parcels A, B, C and E,, the same point coincident with the end of 45th line of the above description, S 44° 48' 05" E, 32.34 feet, and S 45° 11' 55" W. 30.92 feet, thence running with the outlines of the aforementioned excluded parcel of land as follows:

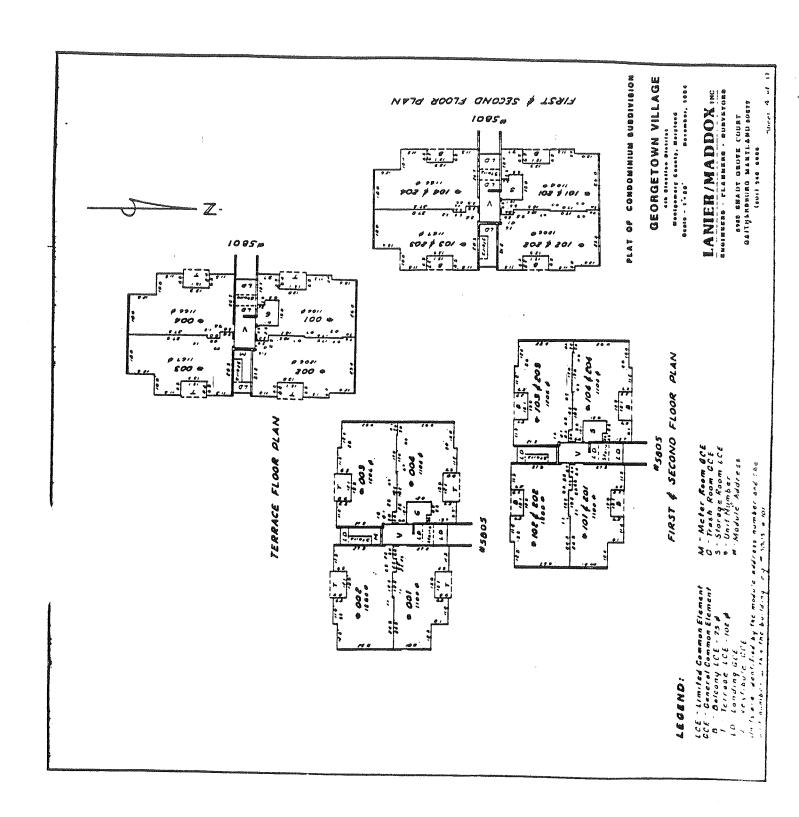
- 1. S 44° 48' 05" E 145.04 feet, thence
- 2. S 03° 58' 05" E 76.84 feet, thence
  3. S 86° 01' 55" W 30.00 feet to a common corner with Parcel G, thence along Parcel G
  - 4. S 86° 01' 55" W 225.95 feet, thence
- 5. N 52° 52' 25" W 30.25 to the intersection with Parcel C property line, thence along Parcel C
- 6. 83.40 feet along the arc of a curve, deflecting to the right, having a radius of 592.00 feet and a chord bearing of N
- 41° 09' 46" E, 83.33 feet, thence
  7. N 45° 11' 55" E 165.02 feet to the point of beginning, containing 31816.74 square feet or 0.73039 acres of land, more or less.

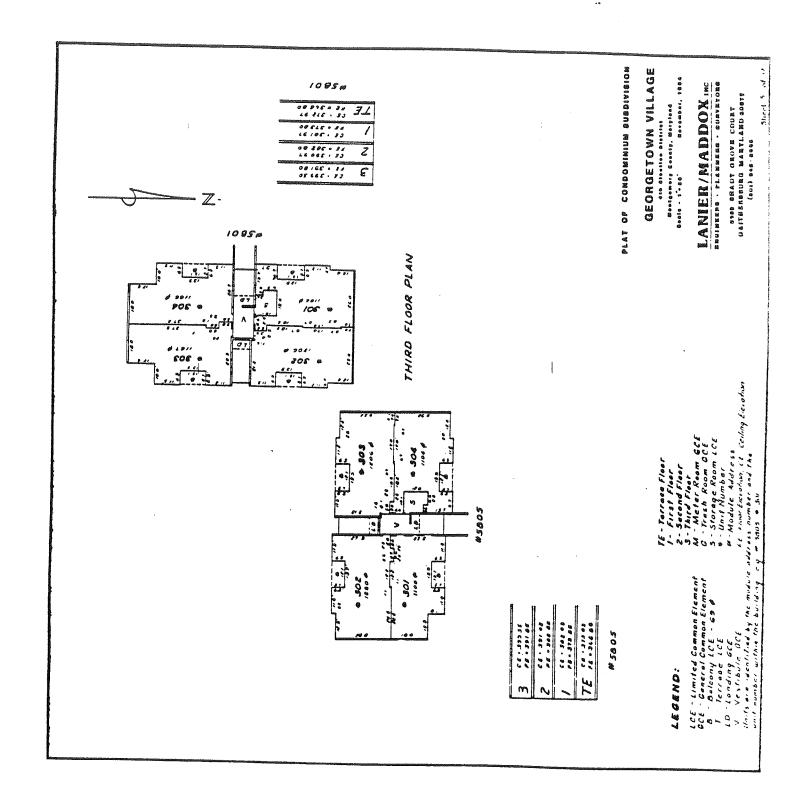
AREA OF LAND INCLUDED IN THESE DESCRIPTIONS IS 971,462.73± SQUARE FEET OR 22.30172± ACRES.

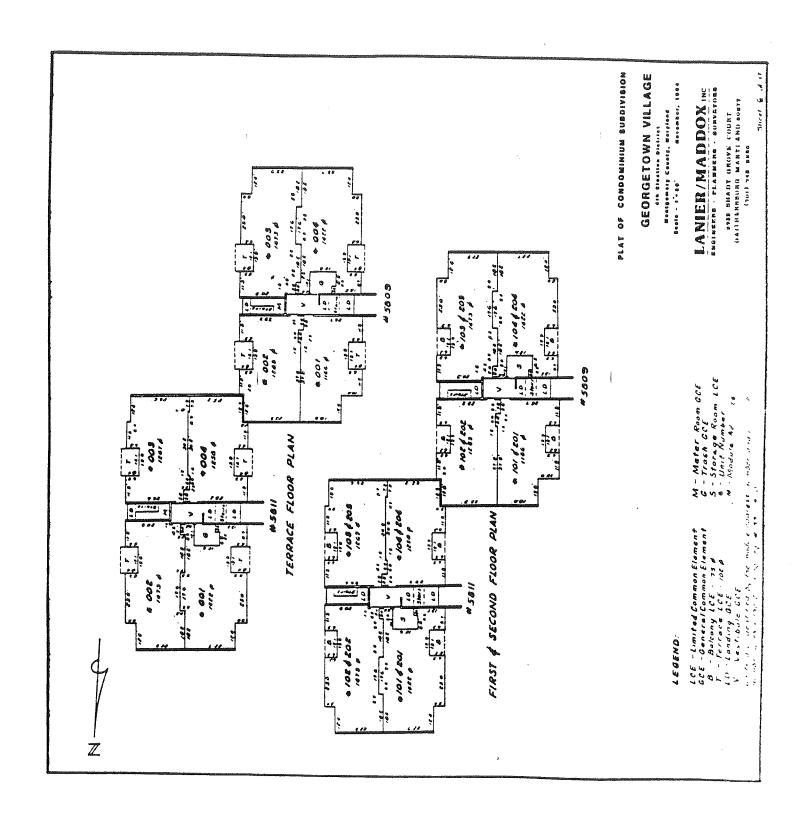


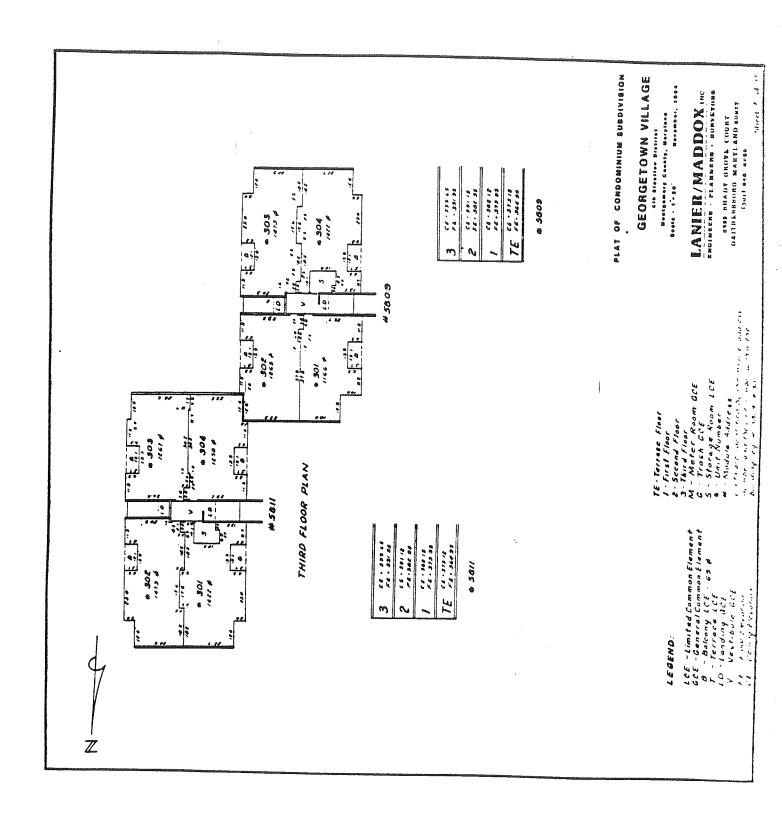


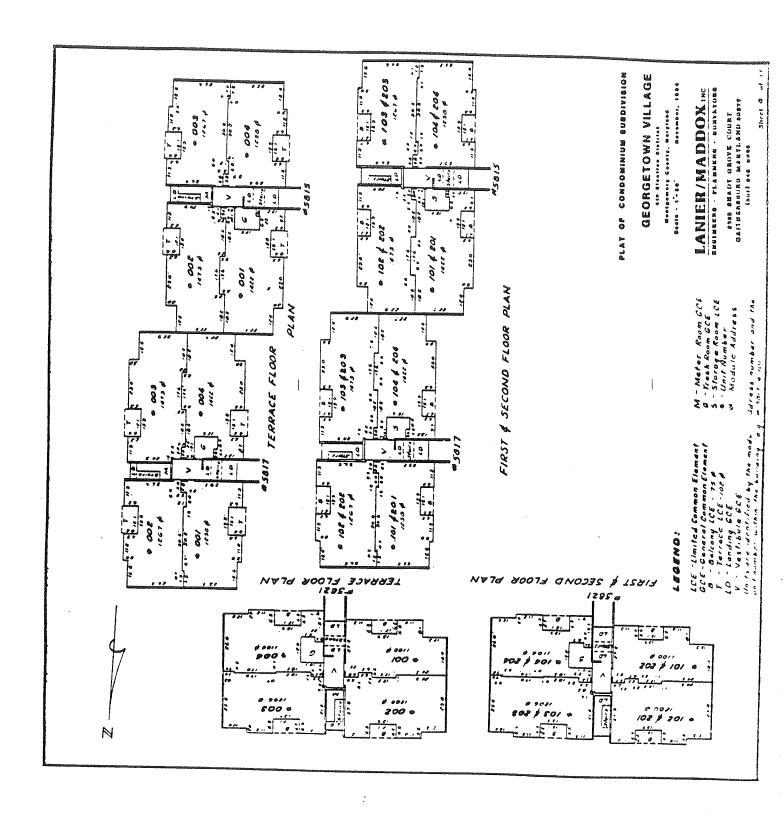


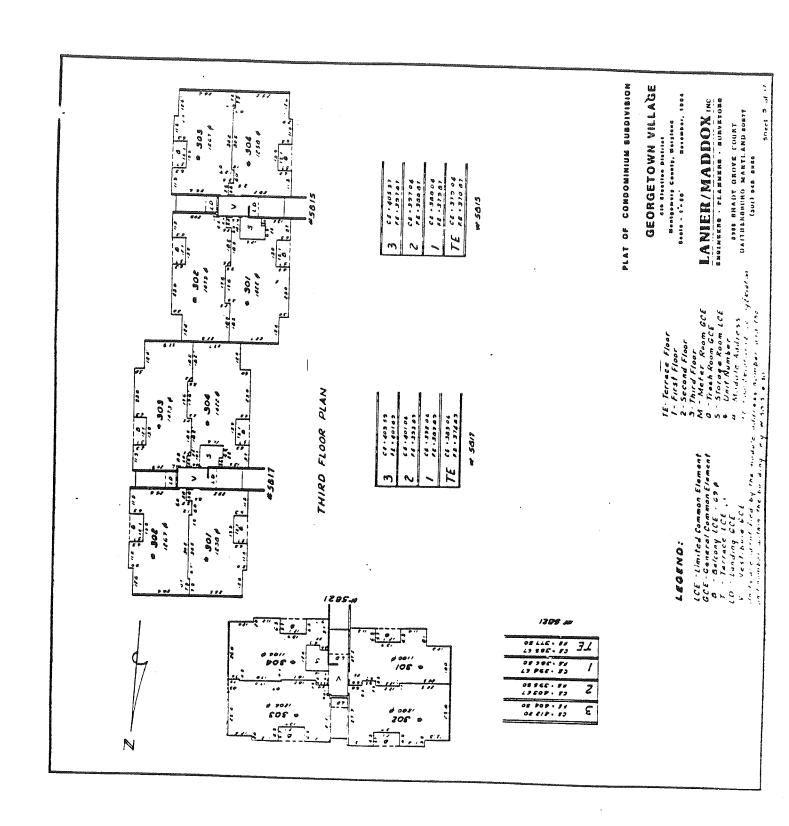


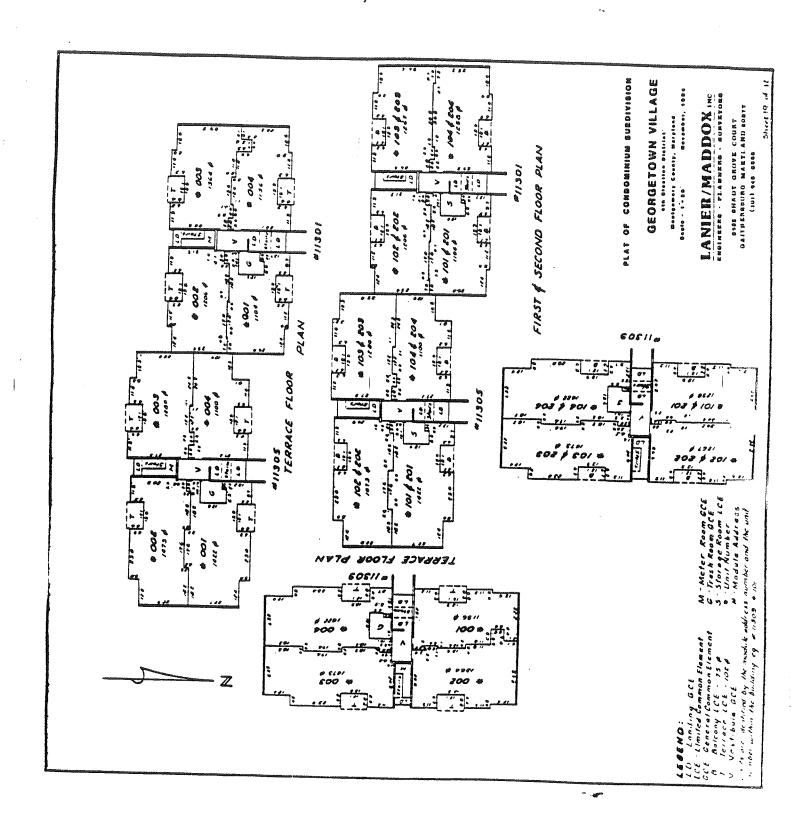


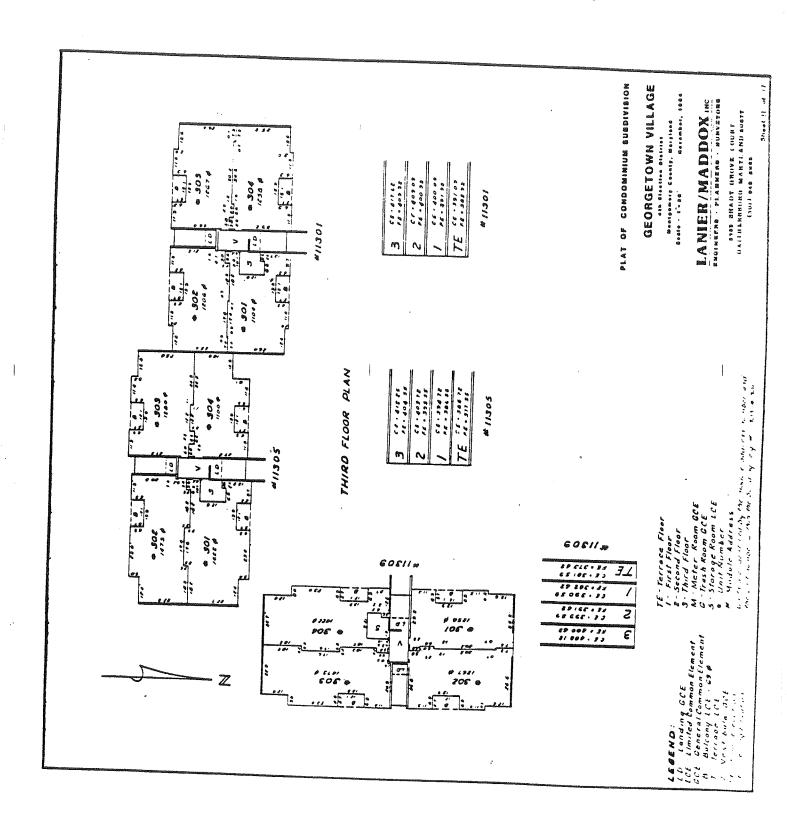


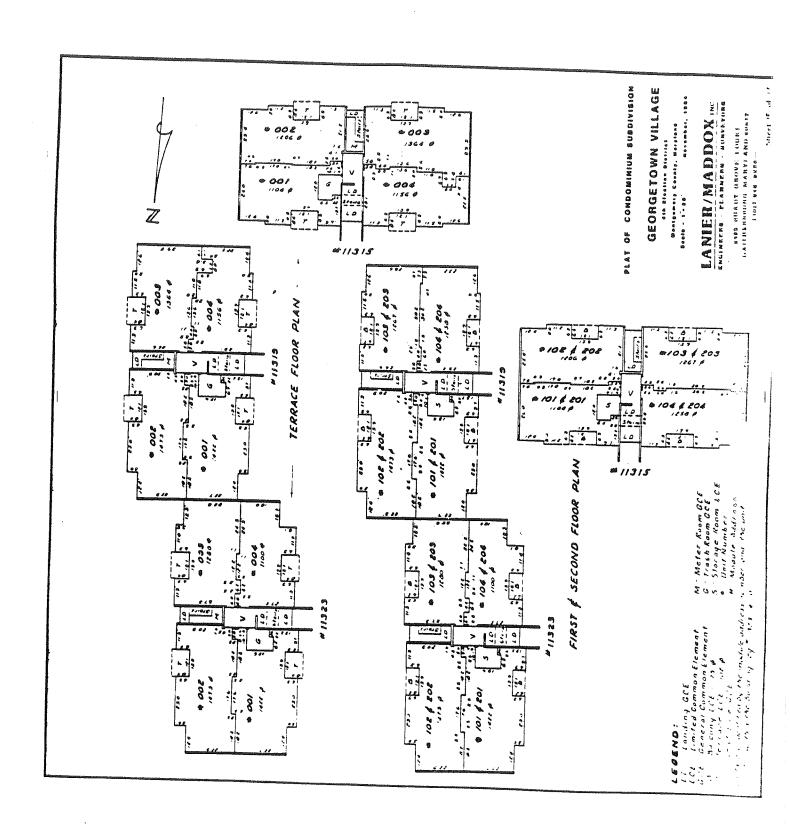


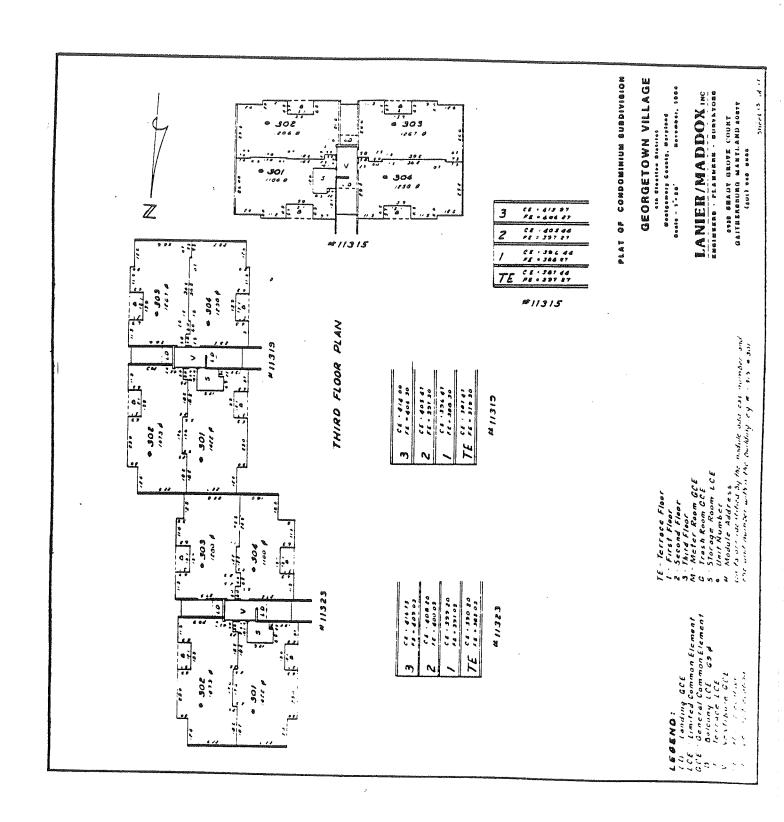


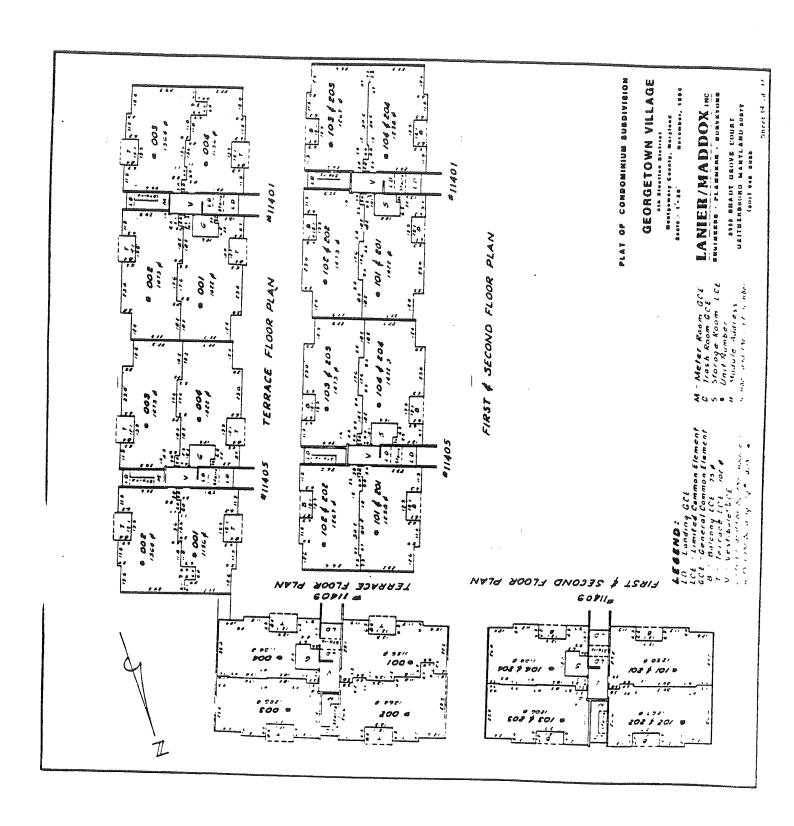


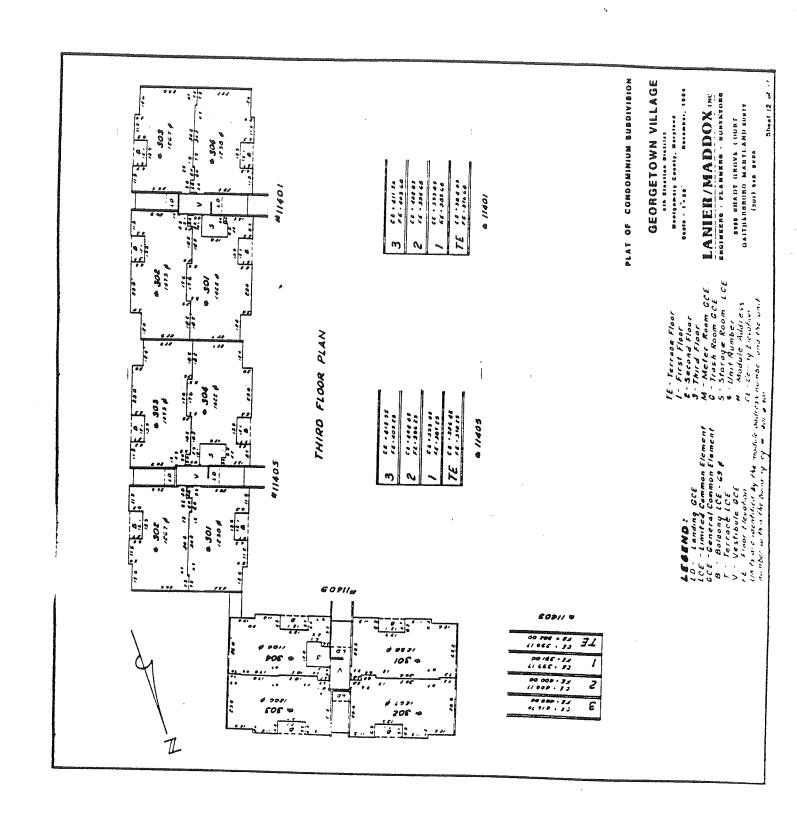


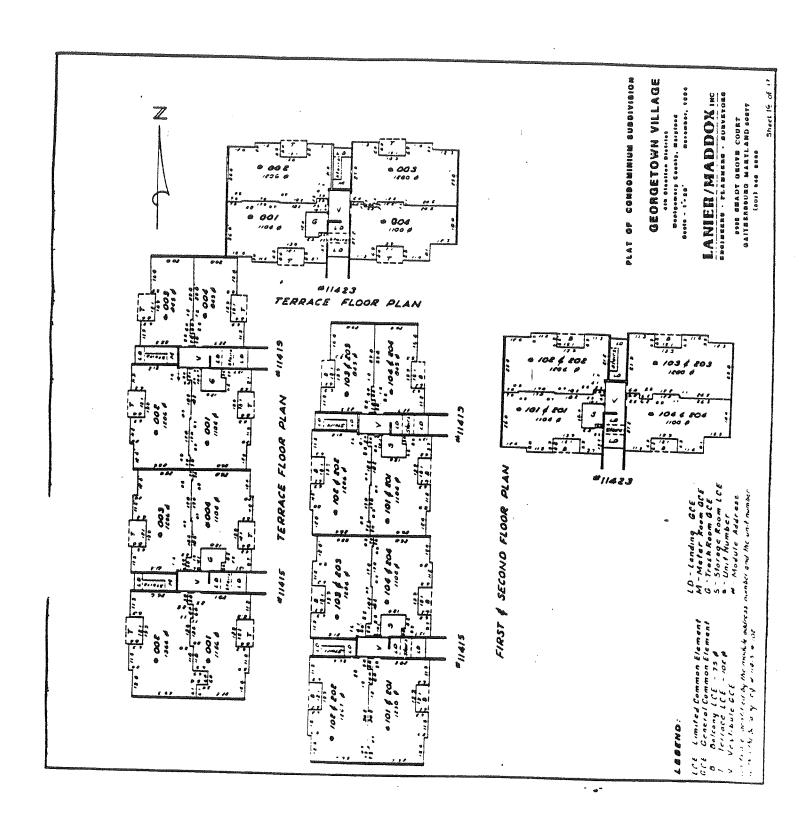












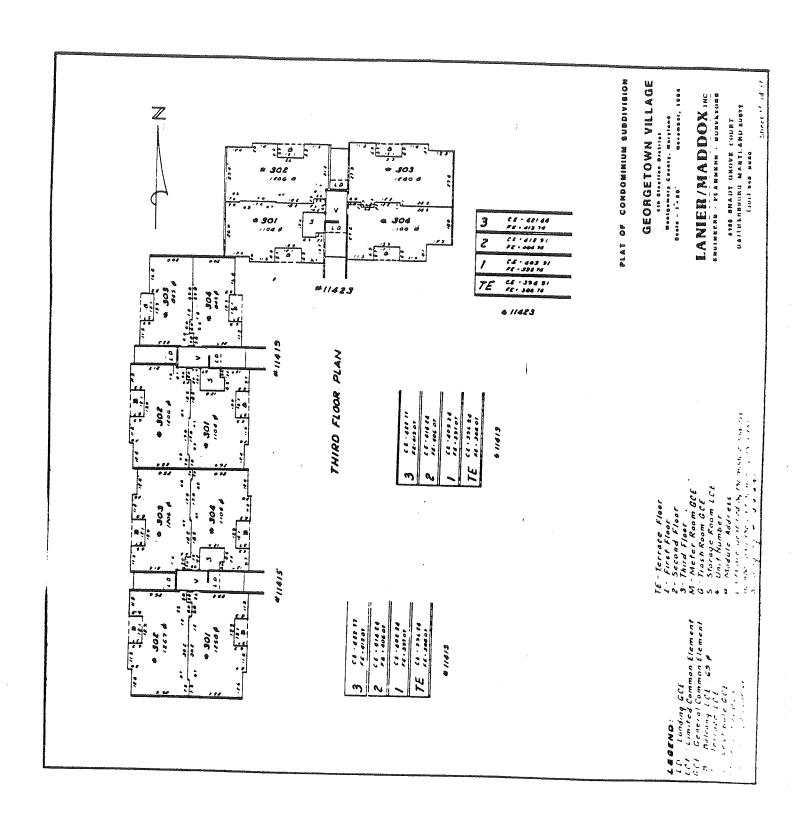


Exhibit "D" to Declaration

(Percentage Interests and Votes)

# Georgetcwn Village Cordoninium Schedule of Percentage Interests & Votes

ilgjiva Barnn		PERCENT INTEREST
5801	101	.279100
5811	112	.329988
58 01	883	.279111
5811	004	.33000
5801	181	.279101
5801	102	.32 <del>99</del> 08
59 8 1	103	.279008
5891	104	.33888
5801	201	.279110
5801	202	.329908
5891	293	.279101
5801	214	.339999
5801	301	.279111
5801	302	.329900
5801	303	.279808
5801	314	.33100
5805	081	.329988
5805	902	.329988
5805	003	.329908
5815	084	.279111
5805	101	.329900
5805	102	.329988
5805	103	.329988
5805	194	.279110
- 5885	201	.329968
5885	212	. 32 <del>9</del> 988
5805	213	.32 <del>99</del> 10
5815	204	.279189
5885	301	.329911
5885	312	.329988
5805	303	.329911
5885	384	.279100
5819	101	.279111
5889	112	.327700
5889	113	.379010

# Georgetcwn Village Condominium Schedule of Percentage Interests & Votes

Er 17	LDING INTE	
	LDING UNIT	PERCENT
	TA MUSER	INTEREST
5889	804	
5889		.329901
°5809	102	.279111
5819	103	.329908
5889	104	.379808
5809	201	.329911
5819	212	279111
5889	203	.329911
5809	214	.379111
5819	301	.329910
5819	312	.279111
5819	383	. 329911
5889	304	.379111
5811	881	.329911
5811	812	.329910
5811	813	.379000
5811	884	.329911
5811	181	.329911
5811	102	.329918
5811	103	.379888
5811	104	.329911
5811	201	.329980
5811	212	.329900 .37900
5811	213	.3/7888 .329988
5811	284	.327788
5811	301	.327711
5811	302	.379988
5811	303	.329911
5811	384	.329911
5815	001	.329711
5315	112	.379114
5815	113	.329911
5815	984	.329918
5815	181	.329900
5815	112	.377010
5915	183	.329911

# Georgetcwn Village Condominium Schedule of Percentage Interests & Votes

	anuber Antoing	UM!T MUMBER	PERCENI Interest
58	915	114	, 3299 II
	315	201	.329988
	115	515	.379101
	315	203	.329911
	15	214	.329988
	115	301	. 329900
58		383	.379111
	!5	303	.329900
58	_	304	.329900
58	* -	091	.329988
58		082	.329908
58		983	.379000
581		084	.329988
581		161	.329911
581		192	.329910
581	•	103	.379888
581	•	104	.329988
581	•	281	.329988
561	•	212	.329988
581		203	.379668
581		284	.329988
581	· ,	801	.329900
581	•	302	.329988
581	-	183	.379888
5917		104	.32 <del>99</del> 08
5821		01	.329988
5821	•	20	.329911
7851		03	.329911
5821	•	04	.279000
5821 5821	•	81	.329988
5821		12	.329980
3821 3821	• •	13	.329911
5821 5821	11	•	.279110
5821	21	-	.329910.
5821	21 21	_	.329910
ARE I	21	3	. 32 <del>99</del> 88

### Georgetown Village Condominium

### Schedule of Percentage Interests & Votes

Duicliue Rarnun	TINU .	PERCENT TRESTAL
5821	214	.279111
5821	381	. 329911
5821	312	.329911
5821	383	. 329911
5821	304	.279000
11301	091	.279101
1:301	112	.329911
11301	003	.379808
11381	894	.329988
11301	101	.279888
11301	182	.329911
11301	103	.329911
11311	184	.329911
11381	211	.279116
11381	202	.329911
11381	203	.329910
11381	214	.329910
11381	381	. 279111
11381	302	.329911
11381	303	. 329988
11381	384	.329900
11305	901	.329911
11305	112	.379111
11305	003	.329711
11305	984 .	.329988 .32998
11385	101	.379118
11385	192	.329988
11385	193	.327718
11385	184 281	.329911
11385	-	.379118
11385	212 213	.377888 .32 <del>99</del> 88
11 <b>385</b> 11385	283 284	.327799
11385	381	.329711
	381 382	.379188
11385 11385	383	.329988
11743	263	1967799

# Georgetown Village Condominium Schadule of Percentage Interests & Votes

Building Number		PERCENT
N JOHN M	REGRUM	· INTEREST
11305	304	.329910
11389	801	. 329988
11389	912	.379109
11389	993	.37900
11389	004	.329911
11389	101	.329918
11389	112	.329900
11309	193	.379118
11309	104	.329988
11309	201	.329910
11309	212	.329910
11389	213	.379113
11399	214	.329918
11389	301	.329916
11389	382	.329980
11389	383	.379100
11389	304	.329911
11315	001	.279111
11315	002	.329988
11315	983	.379888
11315	994	.329911
11315	101	.27988
11315	102	.329988
11315	183	.329986
11315	104	.329988
11315	201	.279888
11315	292	.329980
11315	293	.329900
11315	214	.329911
11315	301	.279888
11315	312	.329911
11315	393	.329900
11315	384	.32 <del>99</del> 99
11319	991	.329990
11319	982	.379888
11319	003	.377000

Georgetown Village Condominium
Schedule of Percentage Interests & Votes

RUILI	DING UNIT	B PR PR LO
MUAS	er murbe	PERCENT INTEREST
11319		
11319		.329911
11319	112	.329948
11319	113	.379188
11319	114	.329911
11319	201	.329911
11319	212	.329911
11319	203	.379111
11319	214	. 329911
11319	301	.329911
11319	382	.32 <del>99</del> 88 .37988
11319	313	.3/9111 .32 <del>99</del> 11
11319	304	.327788 .329988
11323	981	.327788 .32 <b>99</b> 88
11323	882	.379111
11323	113	.329908
11323	984	.329911
11323	181	.329988
11323	182	.379000
11323	103	.329988
11323	104	.329788
11323	201	.329911
11323	292	.379800
11323	203	.329911
11323	214	.329918
11323 11323	301	.329910
11323	312	.377888
11323	303 304	.329911
11401	384 881	.329988
11481	882	.329911
11401	913	.379111
11481	184	.379100
11481	191	.329911
11481	182	.327711
11401	183	.37999
		.329910

# Georgetown Village Condominium Schedule of Percentage Interests & Votes

MILDI	NG UNIT	8 P B PP 119
NUMBE		PERCENT INTEREST
commencement on the		CANALUI
11401	104	.329911
11481	201	.329911
11401	212	.379000
11481	213	.329911
11401	204	.329900
11481	301	.329988
1140:	302	.379888
11401	303	.329911
11401	384	.329918
11405	961	.329918
11405	902	.379988
11405	813	.379088
11485	114 -	.329988
11485	101	.329988
11495	102	.329988
11485	103	.379080
11485	104	.329988
11405	201	.329918
11405	212	.329918
11405	263	.37911
11405	284	.329918
11405	301	.329900
11405	302 .	.329911
11485	363	.379166
11465	384	. 329900
11489	901	.32 <del>99</del> 88
11489	012	.379000
11409	113	.329988
11409	884	.279110
11409	101	.329911
11409	162	.329918
11489	103	. 32 <del>99</del> 00
11409 114 <b>09</b>	104	.279111
	211	.329911
11409	212	.329911
11409	203	.32 <del>99</del> 00

# LIBER 6 6 7 7 F8L10 3 0 3

### Georgetown Village Cordoninium

## Schedule of Percentage Interests & Votes

BUILD Bann		PERCENT INTEREST
11489	204	.279111
11489	301	. 329911
11489	312	.329901
11489	313	,329911
11409	314	.279016
11415	801	.329911
11415	912	.379811
11415	083	.329988
11415	904	.279000
11415	101	.32 <del>99</del> 88
11415	102	.329911
11415	113	.329988
11415	184	.279010
11415 11415	291	. 329918
11415	212	.329911
11415	213 214	.329911
11415	301	.279110 .
11415	312	.329911
11415	303	.329911
11415	314	.329911
11419	001	.279888
11419	902	.279116
11419	113	.329911
11419	114	.279000 .279000
11419	101	.277110
11419	102	.329911
11419	183	.27711
11419	184	.279111
11419	201	.279888
11419	212	.329988
11419	213	.277110
11419	284	.279118
11419	301	.279110
11419	315	.329910
11419	393	.279111

## LIBER 6 6 7 7 FOLIB 3 0 4

# Georgetown Village Condominium Schedule of Percentage Interests & Votes

BUILDING HUMBER	umit Rabbun		PERCENT
11419	314		.279000
11423	001		.279118
11423	112		.32 <del>9</del> 911
11423	663		.329911
11423	884		.329988
11423	101		.279888
11423	192		.329998
11423	183		.329988
11423	184		.329911
11423	281		.279110
11423	212		.329918
11423	283		.329911
11423	284		.329918
11423	381		.279118
11423	302		.329918
11423	303		.329911
	304		.329900
11423	384		.32.
		Total	100.000
		A 400 1 ' '	

PARCEL IDENTIFICATION NOS.:

4-43-1818662, 4-43-1818673 4-43-1818684, 4,43-1881685