

**DECLARATION
of
THE WILLOUGHBY OF CHEVY CHASE CONDOMINIUM**

THIS DECLARATION made and entered into this 28th day of January, 1982; by PHOENIX ASSOCIATES, a Maryland Limited Partnership, and FRIENDSHIP HEIGHTS ASSOCIATES, A Joint Venture hereinafter and in the exhibits hereto sometimes hereinafter collectively called and defined to be the "Declarant" or the "Developer".

WHEREAS, the Declarant, PHOENIX ASSOCIATES is the owner and FRIENDSHIP HEIGHTS ASSOCIATES, A Joint Venture, is the contract purchaser of certain land and premises located in Montgomery County, State of Maryland, and more particularly described on "Exhibit A" attached hereto and by this reference 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 as amended, and it is the desire and intention of the Declarant to divide said property and the improvements thereon 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 said property and the subsequent owners thereof, and

WHEREAS, of even date with the recordation hereof, the Declarant has filed and recorded in the Office of the Clerk of Court for the Circuit Court for Montgomery County, Maryland a certain Plat, hereinafter referred to as the "Condominium Plat", which Condominium Plat is recorded in Condominium Plat Book 25, beginning at plat 2649, and thru Plat 2694

WHEREAS, the Declarant desires and intends by the recordation of the Condominium Plat and this Declaration, to submit the property described on "Exhibit A" attached hereto, together with the improvements constructed thereon, and all appurtenances thereto, to the provisions of Title 11, Real Property Article, Section 11-1 01 et seq., of the Annotated Code of Maryland as a condominium.

NOW THEREFORE the Declarant hereby declares that all of that property described on "Exhibit A" attached hereto (hereinafter called and defined to be the "Property"), together

with the improvements heretofore or hereafter constructed thereon, shall be subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including the provisions of the Bylaws of the Council of Unit Owners of the condominium, attached hereto as "Exhibit B" and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominium units and common elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation. The Condominium regime hereby created shall be known as The "Willoughby of Chevy Chase Condominium "

ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and any and all exhibits hereto shall have the following meanings:

(a) "The Act" or "the Condominium Act" mean Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration and which are not inconsistent with the provisions hereof.

(b) "Common Elements" means both general common elements and limited common elements (including those portions of the garage on the condominium plats not designated as Parking Garage Units) as hereinafter and on the Condominium Plat described and identified, and shall include all of the Condominium except the Condominium Units, and the Parking Garage Units.

(c) "Common Expenses and Common Profits" means the expenses and profits of the Council of Unit Owners.

(d) "Condominium Instruments" means the Declaration, Bylaws and Condo-minium Plats for the Condominium and includes, from the time of the recording hereof, any amendment to any of

the foregoing.

(e) "Condominium" or "Condominium Projects" means the property subject to this Declaration.

(f) "Condominium Unit" or "Unit" means a three dimensional area, as hereinafter and on the Condominium Plot described and identified, and shall include all improvements contained within that area except those excluded in this Declaration, and shall include all Units designated for residential and for Professional Office use and the Parking Garage Units.

(g) "Council of Unit Owners" means all of the unit owners in association and shall be known as The Council of Unit Owners of the Willoughby of Chevy Chase Condominium.

(h) "Mortgagee" as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Condominium Units in the Condominium. "Mortgage", as used herein, shall include deed of trust. "First mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in the Bylaws the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in the Bylaws, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United states Government or of any state or municipal government.

(i) "Parking Garage Unit" means the three dimensional area, as hereinafter and on the Condominium Plat described and identified, located in the Parking Area as designated on the Condominium Plats for the sole purpose and use of the parking of motor vehicles for the exclusive use of the owner thereof. The Parking Area is a part of the Common Elements and consists of all of the garage including all ramps, exits, equipment and associated facilities.

(j) "Percentage Interest" means the number assigned to each Unit by "Exhibit C" attached hereto which establishes each Unit's undivided interest in the Common Elements, the common expenses and profits and votes in the Council of Unit Owners.

(k) "Professional Office Use Units" are those Condominium Units identified and designated on the Condominium Plat as such and may be used for the location of professional Offices as provided in the Bylaws.

(l) "Unit Owner" or "Owner" means any person, group of persons, corporations partnership, trust or other legal entity, or any combination thereof, who holds legal title to a Unit within the Condominium; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a unit owner by reason only of such interest.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Bylaws of the Council of Unit Owners or in Title 11, Section 11-101 , et seq., Real Property Article, Annotated Code of Maryland.

Section 3. Name. The name by which the Condominium is to be identified is "The Willoughby of Chevy Chase Condominium", hereinafter and in the exhibits hereto sometimes referred to as "The Willoughby ."

ARTICLE II

Section 1. Property Subject to Declaration. The property which is, and shall be, held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration and the provisions of the Condominium Act is located in the County of Montgomery, State of Maryland, and is more particularly described on "Exhibit A" attached hereto and by this reference made a part hereof.

Section 2. Condominium Plats. The Condominium Plats for the

Willoughby of Chevy Chase Condominium recorded among the land records of Montgomery County, Maryland, of even date herewith, are incorporated herein and by this reference made a part of this Declaration.

ARTICLE III

Section 1. Identification of the Condominium Units. The general description and number of each Condominium Unit in the Condominium, including its perimeters, approximate dimensions, floor area, identifying number or letter, location and such other data as may be sufficient to identify it with reasonable certainty, is set forth on the Condominium Plat.

Section 2. Unit Boundaries. The lower boundary of any Condominium Unit in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the elevation of the upper surface of the unfinished concrete slab thereof, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any Condominium Unit is a horizontal plane (or planes) of the unfinished bottom surface of the concrete ceiling slab except where there is a dropped ceiling, in which locations the upper boundary shall be the horizontal plane (or planes) which coincides with the topside of the plasterboard of the dropped ceiling, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any Condominium Unit in the Condominium are vertical planes which coincide with the interior surfaces of the perimeter drywall thereof, to include trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of that Condominium Unit. Garage Parking Units are that three dimensional air space indicated on the Condominium Plat for the sole purpose and use of parking of motor vehicles.

Any equipment, appurtenances and apparatus located within any Condominium Unit and designed or installed to serve only that Unit including, without limiting the generality of the foregoing, chutes, flues, ducts, conduits, wires, pipes, furnaces, air conditioning equipment, air-handling equipment,

heat pumps, coils, fans, mechanical equipment, appliances, non-bearing partition walls, flooring materials, tile, carpets, T-bars, hanger wires, primary runner channels, suspended ceiling materials, electrical receptacles and outlets, plumbing fixtures and outlets, and other plumbing apparatus, hot-water heaters, fixtures, trim, interior staircases, cabinets and the like, shall be considered a part of that Condominium Unit and not a part of the Common Elements. Any equipment, appurtenances and apparatus located outside the boundaries of any Condominium Unit but designed or installed in a manner to serve only a particular Condominium Unit including, without limiting the generality of the foregoing, heat pumps, furnaces, condensers, compressors, air-handling equipment, air-conditioning equipment, compressor pads, ducts, pipes, tubes, and the like shall be considered a part of the Condominium Unit which they are designated or designed to serve and shall not be considered a part of the Common Elements. As to any equipment, appurtenances and apparatus located partially within and partially outside the boundaries of any Condominium Unit, any portions thereof serving only an individual Unit are a part of that Unit, while any portions thereof serving more than one unit or any portions of the Common Elements are Common Elements. Responsibility for maintenance shall be governed by the provisions of the Bylaws.

Section 3. Easements. Each Condominium Unit shall be subject to an easement to the owners of all of the other Condominium Units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, wires and wire outlets, utility lines and the like, and any other Common Elements located within or accessible only from any particular Condominium Unit, and for support. Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress over, upon or through and for use of all Common Elements, subject to the provisions of the Bylaws and to such reasonable rules, regulations and restrictions as may be imposed by the Council of Unit owners pursuant to the Bylaws. The Declarant reserves the right to use any Common Elements, including but not limited to the parking, and any Units owned by Declarant as models, management offices, rental offices and/or sales offices until such time as Declarant ceases to hold title to all such Units. Declarant further reserves the right to maintain on such Property such advertising signs, located at the sole discretion of the Declarant, as may comply with applicable governmental regulations.

ARTICLE IV

Section 1. General Common Elements. The general Common Elements are the real property described on "Exhibit A" and all of the Condominium, except the Condominium Units.

Section 2. Covenant Against Partition. The Common Elements shall remain undivided. No owner of any Condominium Unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Condominium Act.

Section 3. Limited Common Elements. The Limited Common Elements include, but are not limited to, the following (a) balconies serving exclusively a single Unit; (b) perimeter doors and windows which serve exclusively a single Unit, and to the extent that the following are not deemed to be part of a Unit hereunder; (c) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; and (d) any system or component part thereof which serves a Unit exclusively to the extent that such system or component parts are located outside the boundaries of a Unit. The Limited Common Elements are as identified on the Condominium Plats and each Unit Owner shall perform normal maintenance on the Limited Common Elements appurtenant to his Unit in such manner as further provided in the Bylaws.

Section 4. Easements. The Common Elements of the Condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the Unit Owners.

Section 5. Parking Area Easements. All Unit Owners, their tenants and guests shall have an easement for ingress and egress over and across the Parking Area, including all Parking Garage Units. The Council of Unit Owners, through the board of Directors, may allocate parking spaces in the Parking Area (other than Parking Garage Units) on such basis and at such fees as may be deemed appropriate and may prescribe such rules and regulations with respect to the Parking Area as may be necessary.

ARTICLE V

Section 1. The Condominium Units. Each Condominium Unit in the Condominium shall have all of the incidents of real property.

Section 2. Undivided Percentage Interests in Common Elements. Each Unit Owner shall own an undivided percentage interest in the Common Elements of the Condominium equal to that set forth on "Exhibit C" attached hereto and by this and other reference made a part hereof. The undivided percentage interest in the Common Elements set forth on "Exhibit C" shall have a permanent character and, except as specifically provided in the Condominium Act, may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages on the Condominium Units. The undivided percentage interests in the Common Elements set forth on "Exhibit C" may not be separated from the Condominium Unit to which they appertain. Any instrument, matter, circumstances, action, occurrence or proceeding in any manner affecting a Condominium Unit also shall affect, in like manner, the individual percentage interest in the Common Elements appertaining to such Unit, whether or not such percentage interest is expressly described or mentioned.

Section 3. Percentage Interest in Common Elements and Common Profits. Each Unit Owner shall have a percentage interest in the common expenses and common profits of the Condominium equal to that set forth on "Exhibit C" attached hereto and by this and other reference made a part hereof. The percentage interests in the common expenses and common profits set forth on "Exhibit C" shall have a permanent character and, except as specifically provided in the Condominium Act, may not be changed without the written consent of all the Unit Owners and the holders of all mortgages on the Condominium Units. The percentage interests in the common expenses and common profits set forth on "Exhibit C" may not be separated from the Condominium Unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a Condominium Unit also shall affect, in like manner, the percentage interests in the common expenses and common profits, appertaining to such Unit, whether or not such percentage interest is expressly described or mentioned.

Section 4. Voting Rights. At any meeting of the Council of Unit Owners each Unit Owner shall be entitled to vote the number

of votes appurtenant to his Condominium Unit, as set forth on "Exhibit C" attached hereto and by this and other reference made a part hereof.

ARTICLE VI

Section 1. Encroachments. In the event any portion of the Common Elements encroaches upon any Condominium Unit, or in the event any Condominium Unit encroaches upon any other Condominium Unit or any Common Element, as a result of settlement, shifting, or the duly authorized construction or repair of any building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

In the event any portion of the Condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed as authorized in the Bylaws of the Council of Unit Owners and the Condominium Act, encroachment upon any Condominium Unit or of any Condominium Unit upon any other Condominium Unit or any portion of the Common Elements due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building stands.

For all purposes incident to the interpretation of deeds, the Condominium Plat and all other instruments of title relating to any Condominium Unit, the existing physical boundaries of any Condominium Unit constructed or reconstructed; in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any Condominium Unit.

Section 2. Easement to Declarant. There is hereby reserved to the Declarant, its employees, agents, contractors and invitees, a non-exclusive easement over all of the General Common Elements of the Condominium for purposes of ingress, egress, regress, the storage of building supplies, materials and equipment and, without limitation, for any and all purposes reasonably related to the completion of the marketing, sale, inspection, construction, rehabilitation, restoration, repair and management

of the Condominium. As used in this Section 2 of this Article VI, and anything contained in this Declaration to the contrary notwithstanding, the expression "Declarant" shall include and mean those successors and assigns of the Declarant to whom the Declarant shall specifically assign the easement reserved in this Section 2, and shall include invitees of such successors and assigns.

Section 3. Easement for Ingress and Egress. There is hereby reserved to the Declarant, the successors and assigns of the Declarant, and to all persons having any interest or record in title to the land and premises described on "Exhibit A" as attached to this Declaration, and to their respective agents, employees and tenants, a non-exclusive easement and right-of-way over all streets, roadways and parking areas constructed upon the General Common Elements of the Condominium for purposes of ingress, egress and regress to and from the land and premises described on "Exhibit A", attached to the Declaration.

Section 4. Developer's Right to Lease or Sell Units. Developer shall own in fee simple each Unit not sold to a purchaser or otherwise transferred. Developer retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Developer. Developer shall have the right to operate all or any parts of the existing buildings within the Condominium as a residential rental project with the right to establish and maintain all offices, signage and other accoutrements normally used in the operation of such rental properties in the sole discretion of Developer. Such rental operations shall be for the exclusive benefit of Developer, and neither the Council of Unit Owners nor any Unit Owner (other than Developer) shall have any right or interest in the profits or losses thereof.

Section 5. Professional Unit. So long as the original Purchaser owns and occupies the Unit identified in the plats as 902 N. that Unit shall be used as a Professional Unit. The Purchaser and only the Purchaser shall have the right to use the Unit as a professional office to conduct therein its medical practice in the same manner as Purchaser conducted its medical practice prior to the Notice of Intention to Create a Condominium. Purchaser shall conduct its business in the Unit subject to such rules and regulations as the Council of Unit Owners shall from time to time put in effect for the benefit of all Unit Owners in the Project, provided that such rules and

regulations do not unreasonably interfere with Purchaser's conduct of its business in the Unit. In the event of a "sale" of the Unit (as hereinafter defined), or in the event Purchaser shall cease to occupy, as aforesaid, the Unit shall thereafter be used solely for residential purposes in accordance with the applicable other terms of the Condominium Declaration and Bylaws and any business use for medical practice or other commercial purposes, other than such incidental uses permitted by the Declaration, shall be expressly prohibited and be deemed a violation of the Declaration and Bylaws. As used herein, the term "sale" shall include, but shall not be limited to (i) a conveyance of title to the Unit by deed or otherwise; (ii) a contract or installment agreement for a deed providing for payments of the purchase price in one or more installments from time to time; (iii) a conveyance of title to the Unit subject to a mortgage or a deed of trust in lieu of mortgage; (iv) lease or sublease of the unit by Purchasers; (v) sale or contract or installment agreement for sale of the beneficial interest in any title holding nominee or entity; (vi) in the event Purchaser is a corporation, partnership or other business association, the sale or installment agreement for the sale of all or substantially all of the ownership interests therein; or (vii) any other transfer, assignment or conveyance, or an agreement for the transfer, assignment or conveyance of the Unit, the occupancy thereof, or a change in the identity of the operator of a medical practice in the Unit.

ARTICLE VII

Section 1. Amendment. This Declaration may be amended only as provided by the Condominium Act. No amendment of this Declaration may be made without the prior written consent of all of the holders of all mortgages on the Condominium Units in the Condominium. Any such amendment shall be effective only upon the recordation of a Declaration of Amendment among the Land Records for Montgomery County, Maryland. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private

entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act or (iv) to correct clerical or typographical errors in this Declaration, Bylaws or any Exhibit hereto or any supplement or Amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record Special Amendments. The right of the Developer to act pursuant to the right reserved or granted under this Section shall terminate at such time as the Developer no longer holds or controls title to a Unit. However, no such amendment shall be made which changes the percentage interests of any Unit Owner except in accordance with the provisions of Maryland law governing amendment of this Declaration.

Section 2. Termination and Waiver. The Condominium regime established by the recordation of this Declaration and the Condominium Plat may be terminated by Deed of Termination executed by all of the Unit Owners and, in a manner to indicate their consent to such termination, by all persons with recorded encumbrances, including holders of mortgages and judgment lienors, on the Condominium Units in the Condominium, all in the manner provided in Section 11-1 23 of the Condominium Act. Any such termination shall be effective only upon the recordation of a Deed of Termination among the Land Records for Montgomery County, Maryland.

ARTICLE VIII

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of a Condominium. Enforcement of these covenants and restrictions and of the Bylaws attached hereto shall be by any proceeding at law or in equity against any person or persons violating or

attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Condominium Unit to enforce any lien; and the failure or forbearance by the Council of Unit Owners or the Owner of any Condominium Unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. 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 or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Priority of Mortgages. Except as specifically provided in the Bylaws, no provision of this Declaration, the Bylaws or other Condominium Instruments shall be construed to grant to any Unit Owner, or to any other person, any priority over any rights of Mortgagees. These Condominium Instruments contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by mortgages. Accordingly, no amendment or modification impairing or substantially affecting such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee.

Section 3. Mortgagees Approval. Unless all Mortgagees shall have given their prior written approval, neither the Council of Unit Owners nor any Unit Owner shall:

(a) Change the Percentage Interest or obligations of any Units;

(b) Subject to an easement, subdivide, partition or relocate the boundaries of any Unit encumbered by a Mortgage or the Common Elements of the Condominium;

(c) By act or omission withdraw the submission of the Property to the Condominium Act, except as provided by the Condominium Instruments or the Condominium Act.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or other order shall in no way affect any other provisions hereof, each of

which shall remain in full force and effect.

Section 5. Captions. The captions contained in this Declaration are for convenience only and 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.

IN WITNESS WHEREOF, the said respective Declarants, being duly authorized so to do, have caused these presents to be executed in their names, and attested by their seals to be hereunto affixed, and do hereby appoint the said respective signators as their true and lawful attorneys in fact for the execution hereof.

PHOENIX ASSOCIATES, A
Maryland Limited
Partnership

By Phoenix Apartments, Inc. ,

By: *(signed: Milton A.*

Barlow) (SEAL)

Milton A. Barlow, President
FRIENDSHIP HEIGHTS

ASSOCIATES,

a Joint Venture

President,

By Harold L Miller,

Development

First Condominium

Corporation,

Co , an Illinois

General Partner

By: *(signed: Harold L.*

Miller) (SEAL)

Harold L. Miller

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 Maryland, as applicable, have been fulfilled.

PHOENIX ASSOCIATES, A
Maryland Limited
Partnership

By Phoenix Apartments, Inc.,
General Partner

All contracts for the sale of Condominium Units have been (and will be) executed by Friendship Heights Associates, or its successors or assigns, and no such contracts have been executed by Phoenix Associates. Accordingly, Phoenix Associates shall not have any personal liability to any Unit Owner or any other party for the performance of any obligation of the Declarant or the Developer under this Declaration or the Bylaws, but any such liability shall be solely that of Friendship Heights Associates.

By: (signed: Milton A.
Barlow)
Milton A Barlow, President

(SEAL

FRIENDSHIP HEIGHTS
ASSOCIATES,
a Joint Venture

By Harold L Miller,
President,
First Condominium
Development
Co , an Illinois
corporation,
General Partner

By: (signed: Harold L.
Miller)
President

(SEAL

STATE OF MARYLAND)
) SS.
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14th day of Jan., 1982, before me, a Notary Public, in and for the State And County aforesaid, personally appeared MILTON A. BARLOW, personally known to me or satisfactorily proven to be the person described herein, who testified and acknowledged that he is the President of Phoenix Apartments, Inc , a Maryland corporation, and that said corporation is the General Partner in Phoenix Associates, a Maryland Limited Partnership, and he further testified and acknowledged that he, as President of said Corporation, which Corporation is the General Partner of the Limited Partnership, is authorized so to execute these presents, and he made oath in due form of law that he executed the within and foregoing instrument as his act for the purposes therein contained, by signing the name of said Corporation, by himself as President of Phoenix Apartments, Inc., General Partner of said Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my official hand and Notarial Seal.

(signed: Joan M. Smith) (SEAL)
Notary Public

My Commission Expires 7/1/82

STATE OF MARYLAND)
) SS.
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that of this 28th day of January, 1982, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Harold L. Miller, personally known to me or satisfactorily proven to be the person described herein, who testified and acknowledged that he is the President of First Condominium Development Co , a corporation , and further testified and acknowledged that said corporation is a General Partner in Friendship Heights Associates, a General Partnerships, and that he, as such President of said Corporation, which Corporation is General Partner of said Partnership, is authorized to execute these presents, and he made oath in due form of law that he executed the within and foregoing instrument as his act for the purposes therein contain, by signing the name of said Corporation, by himself an President of First Condominium Development Co., General Partner of said Partnership.

IN WITNESS WHEREOF, I have hereunto set my official hand and Notarial Seal.

(signed: Virginia Ann Sullivan) (SEAL)
Notary Public

My Commission Expires 7/1/82

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

(signed: James W. Tavel)
James W. Tavel
Spriggs, Cromwell, Myers, Nicholson
& Spire, P.A.

8413 Ramsey Avenue
Silver Spring, Maryland 20910