

THIS MASTER DEED, made and entered into in the County of Montgomery, State of Maryland, this 7th day of August, 1972, by POOKS HILL ASSOCIATES, a Maryland Limited Partnership, hereinafter sometimes called the "Grantor";

WHEREAS, the Grantor is the owner in fee simple of certain land and premises located in the County of Montgomery, State of Maryland, and more particularly described on Exhibit "A", attached hereto, and by this reference made a part hereof; and

WHEREAS, the Grantor is the owner of certain townhouse apartment buildings and certain other improvements heretofore constructed, or hereafter to be constructed upon the aforesaid premises, which property constitutes a "condominium project", pursuant to Article 21, Section 117A, et seq., of the Annotated Code of Maryland (1957), and it is the desire and intention of the Grantor to divide said property and the improvements thereon into condominiums 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, prior to the recordation hereof, namely, on the 30th day of August, 1972, the Grantor has filed for record in the office of the Clerk of Court for the Circuit Court of Montgomery County, Maryland, a certain "Plat of Condominium Subdivision - Pooks Hill Condominium", and "Plan of Condominium Subdivision - Pooks Hill," hereinafter together referred to as the "Record Plat," which Record Plat, consisting of 20 sheets is recorded in Condominium Plat Book 4 at Plat 407, et seq.; and

Whereby certify that this instrument was prepared under the supervision of Reverend Michael member of the Court of Appeals.

CLERK'S OFFICE
MONTG. CO., MD.

1972 AUG 30 PM 3:18
REC'D DEPT. OF CLERK

AUG 30-72 PAID 8270

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CLK. CT. M.C.

DED - ACK

PLT -

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WHEREAS, the Grantor desires and intends by the recordation of this Master Deed, to submit the property described on "Exhibit A" attached hereto, together with the Improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of Article 21, Section 117A, et seq., of the Annotated Code of Maryland (1957) as a condominium project:

NOW, THEREFORE, the Grantor hereby declares that all of the property described in Exhibit "A" attached hereto, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented, and occupied, improved, hypothecated, or 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 By-laws of Pooks Hill Condominium, Inc. 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 the improvement of said property, and the division thereof into condominiums, and shall be deemed to run with and bind the land, and shall inure to the benefit and be enforceable by the Grantor, its successors and assigns, and any person acquiring or owning an interest in said property and improvements:

ARTICLE I

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

(a) "Unit" or "condominium unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories provided, always, that any such unit has direct

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WHEREAS, the Grantor is the owner of certain townhouse apartment buildings and certain other improvements heretofore constructed, or hereafter to be constructed upon the aforesaid premises, which property constitutes a "condominium project", pursuant to Article 21, Section 117A, et seq., of the Annotated Code of Maryland (1957), and it is the desire and intention of the Grantor to divide said property and the improvements thereon into condominiums 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, prior to the recordation hereof, namely, on the 30th day of August, 1972, the Grantor has filed for record in the office of the Clerk of Court for the Circuit Court of Montgomery County, Maryland, a certain "Plat of Condominium Subdivision - Pooks Hill Condominium", and "Plan of Condominium Subdivision - Pooks Hill," hereinafter together referred to as the "Record Plat," which Record Plat, consisting of 20 sheets is recorded in Condominium Plat Book 4 at Plat 407, et seq.; and

Whereby certify that this instrument was prepared under the supervision of Reverend Michael member of the Court of Appeals.

CLERK'S OFFICE
MONTG. CO., MD.

1972 AUG 30 PM 3:18
REC'D DEPT. OF RECORDS

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exit to a thoroughfare or to a common element leading to a thoroughfare. The lower vertical boundary of any such condominium unit is a horizontal plane which coincides with the lowest point of the basement floor slab and the upper vertical boundary is a horizontal plane, the elevation of which coincides with the elevation of the surface of the highest point on the roof thereof. The lateral boundaries of any such condominium unit are 1.0 feet beyond the exterior surfaces of the bearing walls, windows and doors thereof and vertical planes coincidental with the centerline of party walls and with the exterior surfaces of the bearing walls thereof, extended upwards from the lower vertical boundary thereof to intersect the upper vertical boundary thereof. However, the balconies and four-foot overhangs shall be and are part of the condominium unit.

(b) "Condominium project" or "project" means the property subject to the Master Deed.

(c) "Condominium" means the ownership of single units in the condominium project with common elements.

(d) "Owner" or "co-owner" means any person, corporation, trust, or other legal entity, or any combination thereof, which owns a condominium unit within the condominium project; provided, however, that any person, 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 an owner.

(e) "Council of co-Owners" or "the Corporation" or "Association of co-Owners" means all of the co-owners as defined above, in association.

(f) "Common elements" means both general common elements and limited common elements, as hereinafter defined.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, divided or subdivided, hypothecated or encumbered,

sold, leased, rented, used, occupied, and improved subject to this Master Deed 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.

ARTICLE III

Section 1. General Common Elements. Except as otherwise set forth on the Record Plat, the general common elements shall mean and include at least the following:

- (a) The real property described in "Exhibit A", attached hereto and heretofore made a part hereof (except for any part thereof which may be part of any condominium unit); and
- (b) The foundations, party walls and all columns, girders, beams or supports essential to more than a single condominium unit, and entrance and exit or communication ways; and
- (c) Yards, streets, parking areas, and gardens, except as otherwise provided; and
- (d) The compartments or installations of central services such as power, light, gas, hot and cold water, heating, central air-conditioning, water storage tanks, pumps, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits and wire outlets and other utility lines essential to the provision of such services to more than a single condominium unit; and
- (e) Garbage and trash incinerators, if any, or the like, and, in general, all devices or installations existing for common use; and
- (f) All other elements of the property rationally of common use or necessary to its existence, upkeep and safety.

Section 2. Limited Common Elements. The limited common elements include those designated as such on the Record Plat and such others as are agreed upon by the co-owners to be reserved for the exclusive use of a certain number of condominium units such as special corridors, stairways, sanitary services common to the condominium units of a particular cluster, and the like. All areas designated on the Record Plat or otherwise, as a patio, fenced area, mechanical equipment room, storage shed, or the like, and designated thereon as limited common elements, are reserved for the exclusive use of the owners of the condominium unit or units to which they are adjacent.

ARTICLE IV

Section 1. Undivided Interest in Common Elements, etc. Each condominium unit shall have the same incidents as real property and the owner of any condominium unit shall hold the same in fee simply and shall have a common right to a share, with the other co-owners, of an individual fee simple interest in the common elements equivalent to the percentage representing the value of his unit to the total value of the property. The total value of the property and of each condominium unit, and according to those basic values, the percentage appertaining to each condominium unit in the expenses of and rights in the common elements is set forth on "Exhibit "C", attached hereto and by this reference made a part hereof. The percentage of the undivided interest in the common elements herein established shall not be changed without the unanimous consent of the co-owners. The undivided interest in the common elements shall not be separated from the condominium unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 2. Market Value. The value herein established for any condominium unit shall not fix the market value of the condominium unit and shall not prevent the owner of any condominium unit, including the Grantor, from establishing a different circumstantial value to such condominium unit.

ARTICLE V

Section 1. Covenant Against Partition. The common elements, both general and limited, 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 Article 21, Section 121(b), Annotated Code of Maryland (1957).

ARTICLE VI

Section 1. Rights of WSSC. 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 District Act is not paid by the Association, or by one or more of the members, the Washington Suburban Sanitary Commission shall have the right, within the time provided by that Act or the Regulations of said Commission, to terminate sewer and water service to all of the condominium units.

ARTICLE VII

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project. Enforcement of these covenants and restrictions 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 created hereby; and the failure or

forbearance by the Corporation 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 by recovery of damages.

Section 2. Encroachments. If any portion of the common elements now encroaches upon any condominium unit, or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event such building, the condominium unit, any adjoining condominium unit, or any adjoining common element, 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 reconstructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or upon any portion of the common elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other position hereof, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, the said General Partners of POOKS HILL ASSOCIATES, a Maryland Limited Partnership, has on the _____ day of August, 1972, caused these presents to be executed.

POOKS HILL ASSOCIATES

[Signature]
Witness

By [Signature]
Michael Arkin

[Signature]
Witness

By [Signature]
Milton Korn

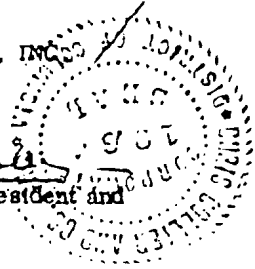
SEAL:

By: CHRIS COLLIER & CO., INC.

ATTEST:

[Signature]
Tom C. Collier, Secretary

By [Signature]
Chris T. Collier, President and Attorney in Fact



DISTRICT OF)
) ss:
COLUMBIA)

I certify that on the 17th day of August, 1972, before me, the subscriber, personally appeared Michael Arkin, General Partner of Pooks Hill Associates, a Maryland Limited Partnership, who is personally well known to me as the person named as the Grantor above on the foregoing Master Deed, and by virtue of the authority vested in him by said instrument, acknowledged the same to be of his own act and deed.

WITNESS my hand and notarial seal the year and day first above written.



[Signature]
Notary Public

My Commission Expires: 9/30/74

THOMAS M. KIRK
NOTARY PUBLIC
DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES SEPT. 30, 1974

DISTRICT OF)
) ss:
COLUMBIA)

I certify that on the 17th day of August, 1972, before me, the subscriber, personally appeared Milton Korn, General Partner of Pooks Hill Associates, a Maryland Limited Partnership, who is personally well known to me as the person named as the Grantor above on the foregoing Master Deed, and by virtue of the authority vested in him by said instrument, acknowledged the same to be of his own act and deed.

WITNESS my hand and notarial seal the year and day first above written.

Thomas M. Kirk
Notary Public

My Commission Expires: 9/30/74

THOMAS M. KIRK
NOTARY PUBLIC
DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES SEPT. 30, 1974

DISTRICT OF)
)
COLUMBIA)

I certify that on the day of , 1972, before me, the subscriber, personally appeared Chris T. Collier, President of Chris Collier & Co., Inc., General Partner of Pooks Hill Associates, and Tom C. Collier, Secretary of Chris Collier & Co., Inc., General Partner of Pooks Hill Associates, a Maryland Limited Partnership, who are personally well known to me as the President and Secretary, respectively, of the foregoing corporation, and the said Corporation is known to me as the Grantor above on the foregoing Master Deed, and by virtue of the authority vested in them by said instrument, acknowledged the same to be of their own act and deed.

WITNESS my hand and notarial seal the year and day first above written.

Thomas M. Kirk
Notary Public

My Commission Expires: 9/30/74

THOMAS M. KIRK
NOTARY PUBLIC
DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES SEPT. 30, 1974

LIBER 4265 FOLIO 702

SCHEDULE "A"

Parcel I, in a subdivision known as Pooks Hill, 7th Election
District, recorded in Plat Book 91, at Plat 9798, in the Land Records of
Montgomery County, Maryland.

Exhibit A

SCHEDULE C

LIBER 4265 FOLIO 70.3

ALL ADDRESSES ON POOKS HILL ROAD, BETHESDA, MARYLAND

ADDRESS	CLUSTER OR BLOCK	LOT	PERCENT
5264	A	1	3.06
5266	A	2	2.95
5268	A	3	2.95
5270	A	4	2.95
5272	A	5	2.95
5274	A	6	2.95
5276	A	7	3.06
5260	B	8	3.06
5258	B	9	2.95
5256	B	10	2.95
5254	B	11	2.95
5252	B	12	2.95
5250	B	13	2.95
5248	B	14	3.06
5200	C	15	3.06
5202	C	16	2.95
5204	C	17	2.95
5206	C	18	2.95
5208	C	19	2.95
5210	C	20	3.06
5240	D	21	3.06
5238	D	22	2.95
5236	D	23	2.95
5234	D	24	2.95
5232	D	25	2.95
5230	D	26	3.06
5214	E	27	3.26
5216	E	28	3.18
5218	E	29	3.18
5220	E	30	3.18
5222	E	31	3.18
5224	E	32	3.18
5226	E	33	3.26