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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(HERITAGE WALK)

THIS DECLARATION, made this 4th day of January, 1971, by COLUMBIA CREDIT COMPANY, hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community to be named HERITAGE WALK with permanent parks, play areas, open spaces, walkways and other facilities for the benefit of the said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents of Heritage Walk; and

WHEREAS, Developer desires to insura the attractiveness of the individual lots and community facilities within Heritage Walk and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of said parks, play areas, open spaces, walkways and other community facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Heritage Walk and to insure the residents' enjoyment of the specific rights, privileges and easements in the Community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Maryland, as a non-profit corporation, HERITAGE WALK HOMES CORPORATION, for the purpose of exercising the functions aforesaid within Heritage Walk;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Heritage Walk" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration and any Supplemental Declaration under the provisions of Article II hereof.

(b) "Community Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of Heritage Walk, including such land as shall be designated as open space for recreational or scenic purposes and including improvements heretofore or hereafter made thereon, designated on the face of said plat or plats as intended to be owned and maintained by the Heritage Walk Homes Corporation.

(c) "Private Dwelling Unit" shall mean and refer to all living units within Heritage Walk.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Private Dwelling Unit situated within Heritage Walk but, notwithstanding any applicable theory of the mortgage or deed of trust, shall not mean or refer to the mortgagee or trustee unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.

(e) "Developer" shall mean and refer to Columbia Credit Company or such other construction company that undertakes to develop real estate in Heritage Walk under an agreement with the owners of the land.

(f) "Member" shall mean and refer to members of the Heritage Walk Homes Corporation.

(g) "General Plan of Development" shall mean and refer to either the preliminary plan or the recorded plat for a particular area of Heritage Walk as specifically designated by Developer.

ARTICLE II

Property Subject To This Declaration:

Additions Thereto

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Montgomery County, Maryland, adjacent to, contiguous with and south of Tuckerman Lane and west of its intersection with Old Georgetown Road, and is more particularly described in metes and bounds description attached hereto as EXHIBIT A and incorporated by reference as fully as if specifically repeated herein and all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additions may be made in any of the following ways:

(a) The Developer, its heirs, successors and assigns, shall have the right to bring within the scheme of this Declaration, and make a part of Heritage Walk, additional properties in future stages of the development, provided that such additions substantially comply with a General Plan of Development prepared prior to the sale and settlement of any Private Dwelling Unit within Heritage Walk and made known to every purchaser (which may be done by, but not limited to, brochure delivered to each purchaser). Said General Plan of Development shall

show the proposed additions to the Existing Property and set forth the general nature of proposed community facilities and improvements and the approximate size and location thereof.

The additions authorized under this and subsection (b) shall be made by filing of record Supplementary Declarations of Covenants and Restrictions with respect to the additional properties which shall extend the scheme of the covenants and restrictions of this Declaration to such properties and thereby subject such additions and the Owners thereof to assessment for their just share of Heritage Walk Homes Corporation expenses. Said Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. Provided, however, that where said Supplementary Declarations contain modifications of the covenants and restrictions of this Declaration they must be approved by the Montgomery County Planning Board or its successor in interest.

(b) Upon approval in writing of the Heritage Walk Homes Corporation pursuant to a vote of its Members as provided in its By-laws, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of Heritage Walk Homes Corporation may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Upon a merger or consolidation of the Heritage Walk Homes Corporation with another homes corporation (or similar organization) as provided in its By-laws, its properties, rights and obligations may be transferred to another surviving or consolidated homes corporation, or, alternatively, the properties, rights and obligations of another homes corporation may, by operation of law, be added to the properties, rights and obligations of the Heritage Walk Homes Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated homes corporation shall administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. Provided, however, that any such merger or consolidation must be approved by the Montgomery County Planning Board or its successor in interest.

### ARTICLE III

#### Membership and Voting Rights in the Heritage Walk Homes Corporation

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Private Dwelling Unit located within Heritage Walk, shall automatically be a Member of the Heritage Walk Homes Corporation, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member and provided further that no voting or other privileges, and no assessments or charges hereinafter provided for shall be effective for any Private Dwelling Unit until such Unit has first been occupied; thereafter, all voting and other privileges and all assessments and charges shall be fully effective whether such Private Dwelling Unit be occupied or not.

Section 2. Voting Rights. The Heritage Walk Homes Corporation shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article III, Section 1 hereof with the exception of the Developer (Developer may, however, become a Class A Member upon termination of its Class B membership as herein-after provided). Class A Members shall be entitled to one (1) vote for each Private Dwelling Unit in which they hold the interests required for membership under Article III, Section 1 hereof. When more than one person holds such interest or interests in any Private Dwelling Unit, all such

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persons shall be Members, and the vote for such Private Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Private Dwelling Unit.

Class B. The Developer shall be the sole Class B Member. The Class B Member shall be entitled to five hundred (500) votes in the Heritage Walk Homes Corporation. The Class B membership shall cease and terminate upon the expiration of one (1) year from the date of sale and settlement of the last Private Dwelling Unit to be constructed on the Existing Property within Heritage Walk. Upon such termination of the Class B membership, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Private Dwelling Unit (as may be acquired by Developer and as provided for Class A Members) in which it holds the interests required for membership under Article III, Section 1 hereof.

#### ARTICLE IV

##### Property Rights in the Community Properties

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 below, every Member of the Heritage Walk Homes Corporation shall have a right and easement of enjoyment in and to the Community Properties and such easement shall be appurtenant to and shall pass with the title to every Private Dwelling Unit situated within Heritage Walk.

Section 2. Title to Community Properties. The Developer may retain the legal title to the Community Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Heritage Walk Homes Corporation is able to properly maintain and operate the same but, notwithstanding any other provision herein, the Developer hereby covenants, for itself, its heirs, successors and assigns, that it shall convey the Community Properties to the Heritage Walk Homes Corporation not later than January 1, 1980. The Heritage Walk Homes Corporation, by acceptance of a deed to the Community Properties whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to maintain and operate the said Community Properties at standards not less than those utilized by the Montgomery County Government with respect to similar properties owned by the County. Provided further that upon the sale and settlement of the first Private Dwelling Unit within Heritage Walk and during such time as Developer has title to the Community Properties, the maintenance and operation of the Community Properties shall be the joint responsibility of Developer and the Heritage Walk Homes Corporation.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Heritage Walk Homes Corporation in accordance with its By-laws, to borrow money in such cases where the land designated as open space for recreational or scenic purposes is used as collateral therefor. The proceeds of such loan shall be used exclusively for the creation of improvements on said open space, which will enhance or further the recreational or scenic uses of said land and related purposes. In obtaining said loan and in aid thereof, the Developer and the Heritage Walk Homes Corporation as aforesaid, shall have the right to mortgage or otherwise burden or encumber said land. In the event of a default upon any such mortgage or other burden or encumbrance, the lender shall have a right, after taking possession of such property (where such right to possession exists), to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such property to a wider public until the mortgage or other debt is satisfied whereupon the possession of such property shall be returned to the Heritage Walk Homes Corporation and all rights of the Members hereunder shall be

fully restored. Before any such property may be opened to the enjoyment of a wider public, the lender must first obtain the approval of the Montgomery County Planning Board or its successor in interest; and

(b) The right of the Heritage Walk Homes Corporation within the terms and conditions as set forth by these covenants and restrictions and as may otherwise be provided by law so long as not inconsistent with these covenants and restrictions to take such steps as are reasonably necessary to protect the above-described property against foreclosure; and

(c) The right of the Heritage Walk Homes Corporation, as provided in its By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(d) The right of the Heritage Walk Homes Corporation, if it so determines, to charge reasonable admission and other fees to its members and their guests for the use of the Community Properties; and

(e) The right of the Heritage Walk Homes Corporation to dedicate or transfer all or any part of the Community Properties to any public agency or authority for use in connection with recreational or scenic purposes and those related thereto, provided that no such dedication or transfer shall be effective unless the following requirements have first been met:

(i) Written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken;

(ii) The Montgomery County Planning Board or its successor in interest, has approved the proposed agreement and action thereunder;

(iii) An instrument signed by Members of the Heritage Walk Homes Corporation entitled to cast two-thirds (2/3) of the total votes of all classes of Members has been duly recorded, agreeing to such dedication or transfer.

Section 4. Extension of Rights and Benefits. Every Member of the Heritage Walk Homes Corporation shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within Heritage Walk and to such other persons as may be permitted by the Heritage Walk Homes Corporation.

## ARTICLE V

### Covenants For Annual And Special Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Private Dwelling Unit within Heritage Walk by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Heritage Walk Homes Corporation: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land of the Private Dwelling Unit and shall be a continuing lien upon the said property. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Heritage Walk and



in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to recreational or scenic purposes and those related thereto, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise.

Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment payable to the Heritage Walk Homes Corporation shall be \$ 200.00 per Private Dwelling Unit.

The Board of Directors of the Heritage Walk Homes Corporation may, after consideration of current maintenance costs and future needs of the Corporation, fix the actual assessments for any year at a lesser amount. Provided, however, that in no event will such assessments be set at a rate lower than adequate to accomplish the purpose of the assessments as set forth in Section 2 of this Article.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Heritage Walk Homes Corporation may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon such of the Community Properties that involve recreational or scenic uses and those related thereto, including necessary fixtures and personal property in connection therewith, subject, however, to the following: in the case of any special assessment levied by the Heritage Walk Homes Corporation, such assessment shall require the assent of two-thirds (2/3) of the total votes of all classes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. The basis and maximum of the annual assessments provided for in Section 3 above may be changed by the assent of two-thirds (2/3) of the total votes of all classes of Members voting in person or by proxy at a meeting duly called for that purpose and written notice of such meeting shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Provided, however, the Board of Directors of the Heritage Walk Homes Corporation shall, whenever necessary, automatically increase such maximum in an amount sufficient to maintain and operate the Community Properties at standards not less than those utilized by the Montgomery County Government with respect to similar properties owned by the County.

Section 6. Quorum for Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof, excluding action by the Board of Directors, shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty (60) percent of the total votes of all classes of Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day

of the month designated by the Board of Directors of the Heritage Walk Homes Corporation to be the date of commencement. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year and such assessments shall thereafter be on a full calendar year basis. The Board of Directors shall fix the amount of the annual assessments against each Private Dwelling Unit at least thirty (30) days in advance of each such annual assessment period and the due dates for such assessments shall be established by the Board of Directors. Separate due dates may be established by the Board for partial annual assessments as long as made thirty (30) days in advance thereof. Written notice of the annual assessments shall be sent to every Owner subject thereto. The Heritage Walk Homes Corporation shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Heritage Walk Homes Corporation. If an assessment is not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Heritage Walk Homes Corporation may bring legal action against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint or bill in equity in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The term mortgage or mortgages shall include deed of trust or deeds of trust.

#### ARTICLE VI

##### Architectural Control Committee

Section 1. Review of Committee. From and after the completion of construction and first sale and settlement of a Private Dwelling Unit within Heritage Walk by the Developer, its heirs, successors or assigns, no building, fence, wall or other structure shall be commenced, erected or maintained within Heritage Walk, nor shall any exterior addition to or change or alteration

therein be made, including any change in exterior paint colors or other exterior colors, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Heritage Walk Homes Corporation or by an Architectural Control Committee composed of three (3) or more persons appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Heritage Walk Homes Corporation shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed \$25.00. Provided that nothing herein contained shall apply to any buildings, fences, walls or other structures commenced, erected, maintained or to be erected upon land within Heritage Walk as long as title to such land is held by the Developer. Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

ARTICLE VII

Exterior Maintenance

Section 1. Exterior Maintenance. In addition to maintenance upon the Community Properties, the Heritage Walk Homes Corporation may, upon agreement with the Owner, provide exterior maintenance upon each Private Dwelling Unit which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Private Dwelling Unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Private Dwelling Unit is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Heritage Walk Homes Corporation when establishing the annual assessments against each Private Dwelling Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for the year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Heritage Walk Homes Corporation, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Private Dwelling Unit at reasonable hours on any day except Sunday.

ARTICLE VIII

General Provisions

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall be perpetual and shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Heritage Walk



Homes Corporation, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Subject to the approval of the Montgomery County Planning Board or its successor in interest, these covenants and restrictions may be amended by an instrument signed by not less than two-thirds (2/3) of the Owners of all Private Dwelling Units within Heritage Walk. For purposes of meeting the aforementioned two-thirds (2/3) requirements, an Owner shall be counted once for each Private Dwelling Unit which he owns. Provided, however, that any such amendment of these covenants and restrictions must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly recorded and unless written notice of the proposed amendment is sent to every Owner of a Private Dwelling Unit at least ninety (90) days in advance of any action taken; and provided further, that prior to January 1, 1980, no amendment of these covenants and restrictions shall become effective until approved in writing by Developer.

Section 2. Use and Other Restrictions. Developer reserves the right to file additional covenants and restrictions pertaining to use and other restrictions prior to the sale and settlement of any Land embraced by these covenants and restrictions. Provided, however, no such additional covenants and restrictions shall be filed by Developer with respect to the Community Properties unless approved by the Montgomery County Planning Board or its successor in interest.

Section 3. Easements and Rights-of-Way to Private Utility Companies. Heritage Walk Homes Corporation is hereby given the right to grant within the Community Properties such easements and rights-of-way to such private utility companies as it shall deem necessary.

Section 4. Easements and Rights-of-Way to Public Agencies and Authorities. Heritage Walk Homes Corporation shall grant within the Community Properties such easements to the public for utility rights-of-way as shall be required.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Heritage Walk Homes Corporation at the time of such mailing.

Section 6. Enforcement. 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 violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions; and failure by the Heritage Walk Homes Corporation or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Further, the Montgomery County Planning Board or its successor in interest, shall have the right to enforce any covenant or restriction with respect to the Community Properties in the event the Heritage Walk Homes Corporation or any Owner fails to take such action.

Section 7. Assignability. The Developer, its heirs and successors, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its right, title and interest under this Declaration. Provided, however, that all obligations of the Developer with respect to the Community Properties shall be retained as obligations of the Developer unless such transferee, grantee or assignee is approved by the Montgomery County Planning Board, or its successor in interest, as having satisfactory background and experience and the financial ability to undertake such obligations and such approval shall not be unreasonably withheld.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4th day of January, 19 71.

COLUMBIA CREDIT COMPANY  
(Declarant)

By B. Francis Saul II  
President *B. Francis Saul II*



Frank R. Hedley  
Secretary *Frank R. Hedley*

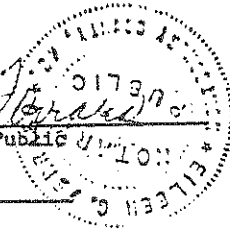
(CORPORATE SEAL)

STATE OF MARYLAND )  
                          ) ss:  
COUNTY OF MONTGOMERY )

I hereby certify that on this 4 day of January, 19 71, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared B. Francis Saul II, who acknowledged himself to be the President of COLUMBIA CREDIT COMPANY, a corporation, and that he, as such President, being authorized so to do, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as President and delivering the same as such.

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

Elbert A. Howard  
Notary Public  
My commission expires 6/30/75



DESCRIPTION OF EXISTING PROPERTY

Reference in the attached Declaration of Covenants, Conditions and Restrictions to the Existing Property shall mean that property located in Montgomery County, Maryland, adjacent to, contiguous with and south of Tuckerman Lane and west of its intersection with Old Georgetown Road and more particularly described as follows:

Being a part of the Mazza Tract as described in a conveyance for 111.1939 acres from Milton I. Baldinger and John W. Ridenour, Jr., Trustees, to Columbia Credit Company by deed dated 17 September 1969 and recorded among the Land Records of Montgomery County, Maryland, in Liber 3905 at Folio 524 and being more particularly described as follows:

Beginning for the same at a point on the south line of Tuckerman Lane at the end of 309.56 feet on the 39th line of said conveyance and running thence with said south line and with the remainder of said 39th line and a part of the 40th line thereof,

1. 45.00 feet along the arc of a curve to the right having a radius of 676.20 feet and a chord bearing and distance of South 75°20'59" East 44.99 feet, thence
2. South 73°26'36" East 984.00 feet, thence leaving Tuckerman Lane and crossing said conveyance,
3. South 16°33'24" West 253.73 feet to intersect a curve to the right having a radius of 297.69 feet, thence
4. 254.86 feet along the arc of said curve, chord South 31°27'26" East 247.15 feet, thence
5. South 45°32'40" East 39.49 feet to a point thence

EXHIBIT A continued

6. North 89°00'50" West 30.13 feet to a point thence
7. 144.08 feet along the arc of a curve to the left, said curve having a radius of 180.00 feet and a chord bearing and distance of South 68°03'20" West 140.26 feet to a point thence
8. North 44°52'30" West 111.17 feet to a point thence
9. North 04°36'00" East 36.54 feet, to a point thence
10. North 55°01'00" West 55.78 feet to intersect a curve to the right having a radius of 416.45 feet, thence
11. 389.83 feet along the arc of said curve, chord South 57°28'12" West 375.80 feet, thence
12. South 22°27'10" West 29.25 feet to a point thence
13. South 64°06'20" West 112.03 feet,
14. South 24°28'00" West 75.96 feet,
15. South 44°40'10" West 80.00 feet to intersect a curve to the left having a radius of 1032.84 feet, thence
16. 333.19 feet along the arc of said curve, chord North 54°34'20" West 331.75 feet, thence
17. South 26°11'10" West 120.00 feet to intersect a curve to the right having a radius of 912.84 feet, thence
18. 99.88 feet along the arc of said curve, chord South 60°40'46" East 99.83 feet, thence
19. South 32°27'18" West 60.00 feet to a point thence
20. South 10°55'20" East 34.10 feet to a point thence
21. South 36°09'00" West 106.06 feet to a point thence
22. North 53°51'00" West 96.81 feet to a point thence
23. North 63°48'50" West 172.16 feet to the beginning of a curve to the right having a radius of 534.10 feet, thence

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EXHIBIT A continued

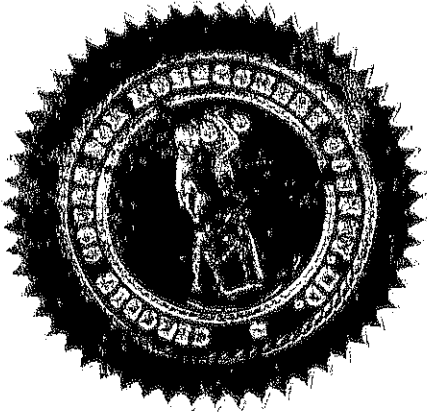
24. 279.65 feet along the arc of said curve, chord North  $48^{\circ}48'50''$  West 276.65 feet, to the beginning of a curve to the right having a radius of 485.00 feet, thence
25. 973.46 feet along the arc of said curve, chord North  $23^{\circ}41'10''$  East 818.09 feet, thence
26. North  $84^{\circ}45'00''$  East 94.88 feet,
27. North  $01^{\circ}41'00''$  West 21.76 feet,
28. South  $82^{\circ}33'10''$  East 40.77 feet,
29. North  $12^{\circ}44'38''$  East 130.00 feet to the place of beginning, containing 27.4075 acres of land, subject, however, to a right-of-way, forty (40) feet wide, granted to the Washington Suburban Sanitary Commission dated July 24, 1961 and recorded among the aforesaid Land Records in Liber 2872 at Folio 699.

*Handwritten notes:*  
M...  
...  
...  
...



STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
true and correct copy of a Declaration recorded Jan 7, 1971  
at 1:00 P.M.  
in Liber H.M.S., No. 4032 at Folio 706, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 89.

Betty A. Skelton  
Clerk of the Circuit Court for Montgomery  
County, Maryland.

MDR 4033 630

CLERK'S OFFICE  
MONTG. CO., MD.

1971 JAN 11 PM 2:24

FIRST SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(HERITAGE WALK)

THIS DECLARATION, made this 11<sup>th</sup> day of January,  
1971, by COLUMBIA CREDIT COMPANY, hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer has heretofore on the 7<sup>th</sup> day of January,  
1971, had recorded in the land records for Montgomery County, Maryland in  
Liber 4032 at Folio 206, a Declaration of Covenants, Conditions and  
Restrictions applicable to certain land in Heritage Walk as therein described  
and for the purpose of the efficient preservation, protection and enhancement  
of the values and amenities of Heritage Walk and to insure the residents'  
enjoyment of certain easement rights created therein; and

WHEREAS, Developer deems it desirable to file certain additional  
covenants and restrictions as hereinafter set forth pertaining to the use of  
any land located within Heritage Walk and for the purpose of the efficient  
preservation, protection and enhancement of the values and amenities of  
Heritage Walk;

NOW, THEREFORE, the Developer declares that the real property  
described in Article II and made subject to the said Declaration of Covenants,  
Conditions and Restrictions recorded in the land records for Montgomery County,  
Maryland in Liber 4032 at Folio 206 on the 7<sup>th</sup> day of January,  
1971, and such additions thereto as may hereafter be made pursuant to said  
Article II, is and shall be held, transferred, sold, conveyed and occupied  
subject to the supplemental covenants, conditions, restrictions, easements,  
charges and liens hereinafter set forth.

1. Developer will install lighting for the Community Properties  
within Heritage Walk. The maintenance and repair of such installed lighting  
shall be the obligation of the Heritage Walk Homes Corporation. Each Private  
Dwelling Unit within Heritage Walk that is served by such a lighting fixture  
shall bear the electric service charges therefor and should more or less than  
one fixture be metered through a Private Dwelling Unit, then the Heritage Walk  
Homes Corporation will charge or reimburse the Owner thereof as allocated  
and determined by the Potomac Electric Power Company. The Heritage Walk  
Homes Corporation and the Potomac Electric Power Company are hereby given  
the right to enter upon the property of any Private Dwelling Unit at reason-  
able hours for the purpose of the maintenance and repair of said lighting  
fixtures.

2. No commercial vehicles of any type shall be permitted to remain  
overnight on the property of a Private Dwelling Unit within Heritage Walk  
unless garaged, other than as may be used by the Developer in conjunction  
with building operations.

4033-631

3. No private trucks or trailers and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property of a Private Dwelling Unit within Heritage Walk, unless garaged.

4. No boats of any type shall be permitted on the property of a Private Dwelling Unit within Heritage Walk for more than fourteen (14) days unless garaged or screened in a manner acceptable to the Architectural Control Committee of the Heritage Walk Homes Corporation.

5. Due to the unsightliness created and possible annoyance to other residents of Heritage Walk, no extensive work such as dismantling and repairing of motor vehicles, boats or machinery of any type shall be permitted outdoors on the property of a Private Dwelling Unit.

6. No animals, livestock or poultry of any kind shall be kept or maintained on the property of a Private Dwelling Unit within Heritage Walk, except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for a commercial purpose.

7. No outside radio or television antennas shall be erected on the property of a Private Dwelling Unit within Heritage Walk unless and until permission for the same has first been granted by the Architectural Control Committee of the Heritage Walk Homes Corporation.

8. No drying or airing of any clothing or bedding shall be permitted outdoors and within the area of the property of a Private Dwelling Unit within Heritage Walk other than between the hours of 8 a.m. and 5 p.m. on Monday through Friday and 8 a.m. and 1 p.m. on Saturdays (except when any such day shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

9. No noxious or offensive activity shall be conducted on the property of a Private Dwelling Unit nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of Heritage Walk.

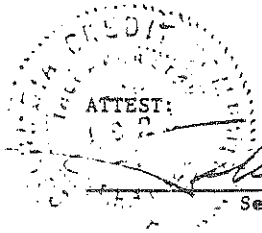
10. All published rules and regulations of the Heritage Walk Homes Corporation shall be enforceable by the Board of Directors of the Heritage Walk Homes Corporation, its agents and employees, and by the Montgomery County and State of Maryland Police Departments.

The supplemental covenants, conditions, restrictions, easements, charges and liens set forth above are hereby made a part of and subject to all applicable provisions of the aforementioned Declaration of Covenants, Conditions and Restrictions recorded in the land records for Montgomery County, Maryland in Liber 4032 at Folio 206 on the 7<sup>th</sup> day of January, 1971.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11<sup>th</sup> day of January, 1971.

COLUMBIA CREDIT COMPANY (Declarant)

By B. J. [Signature]  
President 317001-1000 II



[Signature]  
Secretary

(CORPORATE SEAL)

Mail To:  
Columbia Credit Company  
935 - 15<sup>th</sup> St. N.W.

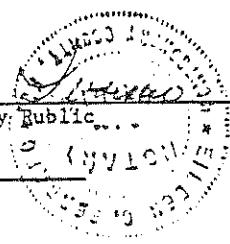
LIBER 4033 FOLIO 632

STATE OF MARYLAND )  
 ) ss:  
COUNTY OF MONTGOMERY )

I hereby certify that on this 11<sup>th</sup> day of January, 1971, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared B. Francis Saul II, who acknowledged himself to be the President of COLUMBIA CREDIT COMPANY, a corporation, and that he, as such President, being authorized so to do, executed the foregoing First Supplementary Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as President and delivering the same as such.

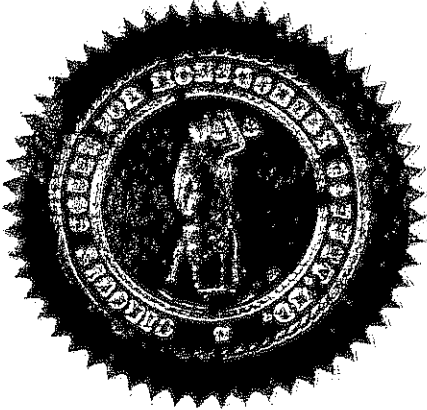
WITNESS my hand and notarial seal the day and year first above written.

B. Francis Saul II  
Notary Public  
My commission expires 6/30/75



STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
First Supplementary  
true and correct copy of a Declaration recorded Jan 11, 1971  
at 2:24 P.M.  
in Liber H.M.S., No. 4033 at Folio 630, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 89.

Bettie A. Skelton  
Clerk of the Circuit Court for Montgomery  
County, Maryland.



10.50

NSC --- ACK

CLK CT.M.S.

DEC-2-71 PAID 3 01 2

LIBER 4 155 FOLIO 736

CLERK'S OFFICE  
MONTG. CO., MD.

DECLARATION OF EASEMENT AND ADDENDUM TO COVENANTS

1971 DEC -2 PM 1:33

This right of way made this 30th day of November, 1971 by Shelton Homes, Inc., a corporation organized and existing under the laws of the State of Maryland, hereinafter sometimes called the "Owner"; and Addendum to Covenants made by Heritage Walk Homes Corporation, a corporation organized and existing under the laws of the State of Maryland;

WHEREAS said Shelton Homes, Inc., is the owner of the real property hereinafter described, and

WHEREAS said owner has contracted to sell and intends to sell the lots comprising said property to several different purchasers, and

WHEREAS it is intended that there shall be shared a common driveway access to the lots herein described,

NOW, THEREFORE, the said owner declares that easements are hereby created for driveway ingress and egress over and across the said property as hereinafter described. Said easements shall run with the land and each easement shall be for the benefit of the owners of the respective lots over and upon which said easement is situated.

Being two (2) strips of land, hereinafter described, through, over and across the property of the owner herein, being Lots 3 through 10, inclusive, Block E, Plat 2, Heritage Walk as per plat recorded in the Land Records of Montgomery County, Maryland, in Plat Book 90 at Plat 9686.

Part 1

Being a twenty (20) foot wide easement for paved driveway ingress and egress, lying ten (10) feet on each side of the division line between Lots 3 and 4, Block E for the full depth thereof, and ten (10) feet on each side of the division line between Lots 9 and 10, Block E, and extending northeasterly for a distance of twenty (20) feet from the common rear corner of Lots 3, 4, 9, and 10 as shown on the aforesaid plat, containing 2800 square feet or 0.6643 of an acre.

Part 2

Being a twenty (20) foot wide easement for paved driveway ingress and egress, lying ten (10) feet on each side of the division line between Lots 5 and 6, Block E for the full depth thereof, and ten (10) feet on each side of the division line between lots 7 and 8, Block E, and extending northeasterly for a distance of twenty (20) feet from the common rear corner of Lots 5, 6, 7 and 8 as shown on the aforesaid plat, containing 2800 square feet or 0.6645 of an acre.

LIBER 4 P 55 PP 10737

Subject to the provisions of a right of way to the Washington Suburban Sanitary Commission for water mains and sanitary sewers dated December 15, 1970, recorded January 8, 1971, in Liber 4033 at Folio 119.

Subject to declaration of covenants, conditions and restrictions dated January 4, 1971, recorded in the Land Records of Montgomery County, Maryland in Liber 4032 at Folio 706 and all supplements thereto now or hereafter recorded, including, but not limited to the First Supplementary Declaration of Covenants dated January 11, 1971, and recorded in said Land Records in Liber 4033 at Folio 630.

In addition to the assessments levied under the aforementioned Declaration of Covenants, as amended, each of the lots described herein shall be subject to a special assessment of \$ 48.00 per annum for the maintenance, repair and improvement of said driveways; said special assessments may be increased or decreased by Heritage Walk Homes Corporation as costs require. Said special assessments shall be a continuing lien upon each of the said lots so long as they are subject to and benefit by said easements.

Heritage Walk Homes Corporation in consideration of one dollar the receipt of which is hereby acknowledged, joins in this instrument for the purpose of promising, and does hereby promise, covenant and agree, that it will undertake the maintenance, repair and improvement of said driveways, and that it will collect and disburse the monies paid under the special assessments set forth above.

WHEREFORE, Heritage Walk Homes Corporation has caused these presents to be signed by Albert W. Chipman,<sup>Jr.</sup> its President, attested by Richard P. Ertzinger, its secretary, and its corporate seal to be hereunto affixed pursuant to its bylaws and a resolution adopted for these purposes by its board of directors.

LIBER FULL  
10547.041

SECOND SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(HERITAGE WALK)

THIS DECLARATION, made this 20th day of February, 1982, by HERITAGE WALKS HOMES CORPORATION,

W I T N E S S E T H:

WHEREAS, COLUMBIA CREDIT COMPANY, Developer has heretofore on the 7th day of January, 1971, had recorded in the land records for Montgomery County, Maryland in Liber 4032 at Folio 706, a Declaration of Covenants, Conditions and Restrictions applicable to certain land in Heritage Walk as therein described and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Heritage Walk and to insure the residents' enjoyment of certain easement rights created therein; and

WHEREAS, HERITAGE WALKS HOMES CORPORATION, successor to COLUMBIA CREDIT COMPANY, deems it desirable to file certain additional covenants and restrictions as hereinafter set forth pertaining to the use of any land located within Heritage Walk and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Heritage Walk;

NOW, THEREFORE, HERITAGE WALKS HOMES CORPORATION declares that the real property described in Article II and made subject to the said Declaration of Covenants, Conditions and Restrictions recorded in the land records for Montgomery County, Maryland in Liber 4032 at Folio 706 on the 7th day of January, 1971, and such additions thereto as may hereafter be made pursuant to said Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the supplemental covenants, conditions, restrictions, charges and liens hereinafter set forth.

MISSD OCCUR 14.0  
SUBCHARG 2.0  
SUBTOTAL 14.0  
CASH TL 14.0  
#677990 CORR ROA TL 14.0  
#67793

1. That on January 15, 1982 notice was sent to all classes of members of HERITAGE WALK HOMES CORPORATION setting a special meeting on February 15, 1982 at the HERITAGE WALK HOMES CORPORATION clubhouse at 6360 Windermere Circle, Rockville, Maryland for the purpose of increasing the maximum annual assessment per dwelling unit in accordance with Sections 3, 5, 6 and 7 of Article V, Covenants For Annual And Special Assessments as contained in Declaration of Covenants, Conditions and Restrictions (Heritage Walk) dated January 4, 1971 and recorded January 7, 1971.

2. That as the result of the assent of two-thirds (2/3) of the total votes of all classes of members, Section 3., Basis and Maximum of Annual Assessments of Article V. Covenants for Annual and Specials Assessments as contained in Declaration of Covenants, Conditions and Restrictions (Heritage Walk) dated January 4, 1971 and recorded January 7, 1971 was changed as follows:

"Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment payable to Heritage Walk Homes Corporation shall be \$400.00 per Private Dwelling Unit."

01485693

FILED  
BETTIE A. SKELTON  
CLERK'S OFFICE  
MONTGOMERY CO MD

92 AUG -3 P 12:17.7

LIBER FOLIO  
10547 042

The supplemental covenants, conditions, restrictions, easements, charges and liens set forth above are hereby made a part of and subject to all applicable provisions of the aforementioned Declaration of Covenants. Conditions and Restrictions recorded in the land records for Montgomery County Maryland in Liber 4032 at Folio 706 on the 7th day of January 1971.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of February, 1982.

HERITAGE WALK HOMES CORPORATION (Declarant)

By *Samuel H. Sals*  
Samuel H. Sals, President

ATTEST:

*Paul Korody*  
Paul Korody, Secretary

(CORPORATE SEAL)

DECLARATION OF EASEMENT AND THIRD SUPPLEMENTARY  
DECLARATION OF COVENANTS

1972 FEB 14 PM 4:11

CLERK'S OFFICE  
MONTGOMERY CO., MD.

THIS DECLARATION of Easement and Third Supplementary

Declaration of Covenants made this 10<sup>th</sup> day of February, 1972 by  
COLUMBIA CREDIT COMPANY, a corporation organized and existing  
under the laws of the State of Delaware, hereinafter called the  
Declarant; and by HERITAGE WALK HOMES CORPORATION, a corporation  
organized and existing under the laws of the State of Maryland;

WHEREAS the Declarant is the owner of Lots numbered two (2),  
three (3), four (4), five (5), ten (10), eleven (11), twelve (12),  
and thirteen (13) in Block lettered "A" in the subdivision known  
as HERITAGE WALK as per plat recorded among the Land Records of  
Montgomery County, Maryland, in Plat Book 91 at Plat 9887, and

WHEREAS the Declarant intends to sell said Lots to several  
different purchasers, and

WHEREAS it is intended that there shall be shared or common  
driveway access to the Lots hereinabove described,

NOW THEREFORE WITNESSETH that the Declarant does hereby  
create, declare, and reserve an easement for common driveway  
ingress and egress over and across the said Lots as hereinafter  
described. Said easement shall be appurtenant to and run with  
the land and shall be for the benefit of the owners of the  
respective Lots over and upon which said easement is situated.

All that piece or parcel of land situate, lying and being  
in the Rockville District, Montgomery County, Maryland; and the  
same being part of Lots 2,3,4,5 and 10,11,12,13, Block A, as  
shown on a plat of the subdivision entitled "Plat 4, Heritage  
Walk" and recorded in Plat Book 91 at Plat 9887 among the Land  
Records of Montgomery County, Maryland; the same being more  
particularly described as follows:

A Twenty Foot wide parcel of ground, ten feet on each side of  
the following described centerline

Beginning for the said centerline of said 20' driveway  
easement at a point on the northern right-of-way of Wayside Drive  
as shown on said plat, said point being the common front property  
corner of said Lots 12 and 13, Block A and running thence on the  
arc of a curve to the left having a radius of 140.23 feet an arc  
distance of

1251

1972 FEB 14

CLERK'S OFFICE

MONTGOMERY CO., MD.



1. 86.46 feet (chord bearing and distance: N 15° 09' 50" E 85.10 feet) to a point; thence
2. N 02° 30' 00" W 22.72 feet to a point; thence on the arc of a curve to the right having a radius of 45.00 feet an arc distance of
3. 78.93 feet (chord bearing and distance: N 47° 45' 00" E 69.20 feet) to a point; thence
4. S 82° 00' 00" E 100.00 feet to a point; thence on the arc of a curve to the right having a radius of 70.00 feet an arc distance of
5. 163.10 feet (chord bearing and distance: S 15° 15' 00" E 128.63 feet) to a point; thence
6. S 51° 30' 00" W 53.27 feet to a point; thence on the arc of a curve to the left having a radius of 199.25 feet an arc distance of
7. 70.30 feet (chord bearing and distance: S 41° 23' 33" W 69.93 feet) to a point on the said northern right-of-way of Wayside Drive, said point being the common front property corner of said Lots 10 and 11, Block A; containing 11,496 square feet of land.

Subject to the Declaration of Covenants, Conditions and Restrictions dated January 4, 1971, recorded in the Land Records of Montgomery County Maryland in Liber 4032 at Folio 706, and all supplements thereto now or hereinafter recorded, including, but not limited to the First Supplementary Declaration of Covenants dated January 11, 1971 recorded in said Land Records in Liber 4033 at Folio 630.

Further subject to the special assessment provisions of the second supplementary declaration of covenants dated November 30, 1971 and designated "Declaration of Easement and Addendum to Covenants" recorded in said Land Records in Liber 4155 at Folio 736.

Heritage Walk Homes Corporation, in consideration of \$1.00, the receipt of which is hereby acknowledged, joins in this instrument for the purpose of promising, and does hereby promise, covenant and agree that it will undertake the maintenance, repair and improvement of said driveway, and that it will collect and disburse the monies paid under special assessments set forth above.



770-1881-4000

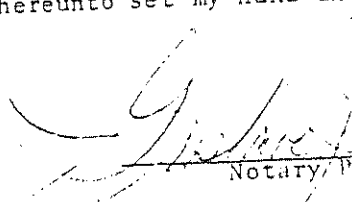
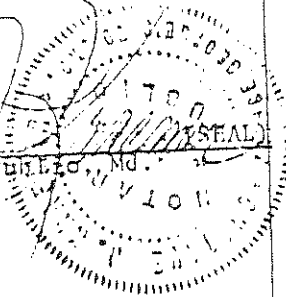
USER 4183 FEB 18 4 76

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY )

to wit:

On this 10th day of February, 1972, before the undersigned officer, personally appeared ALBERT W. CHIPMAN, JR., who acknowledged himself to be the President of Heritage Walk Homes Corporation, a corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of said corporation by himself as such officer.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public, Md.  


My commission expires: 7/1/74

151

*Charles G. ...  
... 1741*

*Washington ...  
... 1741*

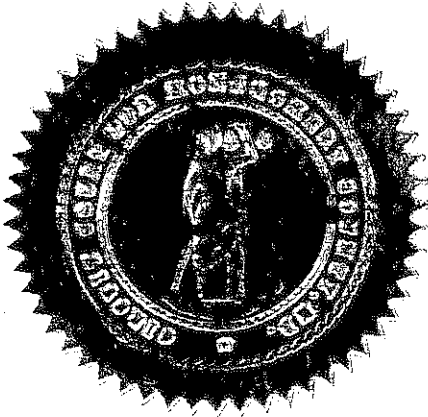
*...  
... 1741*

*...  
... 1741*

CLERK

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
true and correct copy of a Declaration recorded Feb 14, 1972  
at 4:11 P.M.  
in Liber H.M.S., No. 4183 at Folio 473, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 89.

Bette A. Skelton  
Clerk of the Circuit Court for Montgomery  
County, Maryland.



THIRD SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(HERITAGE WALK)

THIS DECLARATION, made this 20th day of April, 1998, by HERITAGE WALK HOMES CORPORATION,

W I T N E S S E T H:

WHEREAS, COLUMBIA CREDIT COMPANY, Developer has on the 7th day of January, 1971, has recorded in the land records for Montgomery County Maryland in Liber 4032 at Folio 706, a Declaration of Covenants, Conditions and Restrictions applicable to certain land in Heritage Walk as there described and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Heritage Walk and to insure the residents enjoyment of certain easement rights created therein; and

WHEREAS, HERITAGE WALK HOMES CORPORATION, successor to COLUMBIA CREDIT COMPANY, deems it desirable to file certain additional covenants and restrictions as hereinafter set forth pertaining to the use of any land located within Heritage Walk and for the purpose of the efficient preservation protection and enhancement of the values and amenities of Heritage Walk;

NOW, THEREFORE, HERITAGE WALK HOMES CORPORATION declares that the the real property described in Article II and made subject to the said Declaration of Covenants, Conditions and Restrictions recorded in the land records for Montgomery County, Maryland in Liber 4032 at Folio 706 on the 7th day of January, 1971, and HERITAGE WALK HOMES CORPORATION, successor to COLUMBIA CREDIT COMPANY, has further heretofore on the 20th day of February 1982 recorded in the land records for Montgomery County, Maryland in Liber 10547 at Folio 041 a Second Supplementary Declaration of Covenants, Conditions and Restrictions applicable to certain land in Heritage Walk in which Article V of the Declarations of Covenants, Conditions, and Restrictions Section 3, Basis and Maximum of Annual Assessments dated January 4, 1971 and recorded January 7, was changed as follows:

"Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment payable to Heritage Walk Homes Corporation shall be \$400.00 per Private Dwelling Unit."

This change, and such other additions as may hereafter be made pursuant to Article II above, is and shall be held, transferred, sold, conveyed and occupied subject to the supplemental covenants, conditions, restrictions, assessments, charges and liens hereinafter set forth.

1. That on December 10, 1997 notice was sent to all classes of members of HERITAGE WALK HOMES CORPORATION setting a special meeting on April 15, 1998 at the HERITAGE WALK HOMES CORPORATION clubhouse 6360 Windermere Circle, Rockville, Maryland 20852 for the purpose of increasing the interest rate charged on delinquent assessment payments per dwelling unit from Six (6) per cent per annum to Twelve (12) per cent per annum in accordance with Section Eight (8) of Article V, Effect of Non-Payment of Assessment: The Lien; Remedies of the Heritage Walk Homes Corporation; The Personal Obligation of the Owner, as contained in Declaration of Covenants, Conditions and Restrictions (Heritage Walk), Article V, Covenants For Annual and Special Assessment, dated January 4, 1971 and recorded January 7, 1971.

I.D. NO. 01485694

MONTGOMERY COUNTY CLERK'S OFFICE

98 APR 22 A 8:54

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2. That as the result of the assent of two-thirds (2/3) of the total votes of all classes of members, Section 8., Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Heritage Walk Homes Corporation of Article V., Covenants for Annual and Special Assessments as contained in Declaration of Covenants, Conditions and Restrictions (Heritage Walk) dated January 4, 1971 and recorded January 7, 1971 was changed as follows:

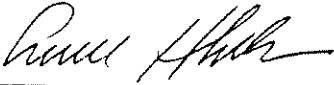
"Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Heritage Walk Homes Corporation.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of Twelve (12) percent per annum."


The supplemental covenants, conditions, restrictions, easements, charges and liens set forth above are hereby made a part of and subject to all applicable provisions of the aforementioned Declaration of Covenants, Conditions and Restrictions recorded in the land records for Montgomery County, Maryland in Liber 4032 at Folio 706 on the 7th day of January 1971 and in Liber 10547 at Folio 041 on the 3rd day of August 1982.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of April, 1998.

HERITAGE WALK HOMES CORPORATION (Declarant)

By   
Samuel H. Suls, President

ATTEST:

  
Frank Ahmed, Secretary

(CORPORATE SEAL)

LIBER 4183 FOLIO 478

DECLARATION OF EASEMENT AND FOURTH SUPPLEMENTARY  
DECLARATION OF COVENANTS

FEB 14 PM 4:12  
1972 FEB

CLERK'S OFFICE  
MONTGOMERY COUNTY, MD.

THIS DECLARATION of Easement and Fourth Supplementary  
Declaration of Covenants made this 10<sup>th</sup> day of February, 1972 by  
COLUMBIA CREDIT COMPANY, a coporation organized and existing  
under the laws of the State of Delaware, hereinafter called the  
Declarant; and by HERITAGE WALK HOMES CORPORATION, a corporation  
organized and existing under the laws of the State of Maryland;

WHEREAS the Declarant is the owner of Lots numbered  
thirteen-A (13-A), fourteen (14), fifteen (15) sixteen (16) and  
seventeen (17) in Block lettered "D" in the subdivision known as  
HERITAGE WALK as per Plat recorded among the Land Records of  
Montgomery County, Maryland in Plat Book 92 at Plat 10032, and

WHEREAS the Declarant intends to sell said Lots to several  
different purchasers, and

WHEREAS it is intended that there shall be shared or common  
driveway access to the Lots hereinabove described.

NOW THEREFORE WITNESSETH that the Declarant does hereby  
create, declare and reserve an easement for driveway ingress and  
egress over and across the said Lots as hereinafter described,  
Said easement shall be appurtenant to and run with the land and  
shall be for the benefit of the owners of the respective Lots  
over and upon which said easement is situated.

All that piece or parcel of land situate, lying and being  
in the Rockville District, Montgomery County, Maryland; the same  
being part of the land conveyed by Milton I. Baldinger, et al,  
to Columbia Credit Company, a Delaware corporation, by deed dated  
September 17, 1969 and recorded among the Land Records of the  
aforesaid County in Liber 3905 at Folio 524; the same being more  
particularily described as follows;

Beginning for the same at a point North 78° 56' 21" East  
110.00 feet from the southwesterly corner of Lot 14, Block D,  
as shown on a plat of subdivision entitled, "Plat 6, Heritage  
Walk", and running thence, in the meridian of the aforesaid plat,  
with and along the southerly and southwesterly property lines of  
Lots 14, 15, 16 and 17, Block D, as shown on the aforesaid plat,  
and Lot 13-A, Block D as shown on a plat of subdivision entitled  
"Plat 5, Heritage Walk", and recorded among the aforesaid Land  
Records in Plat Book 92, Plat No. 10031.

1200

ESC-ACK

LIBER 4183

FOLIO 478

FEB 14 1972

1. N 78° 56' 21" E, 203.00 feet to a point of curvature, thence
2. 131.65 feet along the arc of a curve, deflecting to the right, having a radius of 105.00 feet and a long chord bearing and distance of S 65° 08' 27" E, 123.20 feet to a point of tangency, thence
3. S 29° 13' 14" E, 103.10 feet to the southerly corner of said Lot 13-A, said point also being on the northwesterly right-of-way line of Windermere Circle (formerly Ralston Road), as shown on a plat of subdivision entitled "Plat 1, Heritage Walk", and recorded among the aforesaid Land Records in Plat Book 89 at Plat 9548, thence with and along said northwesterly right-of-way line.
4. 30.03 feet along the arc of a curve, deflecting to the left, having a radius of 365.00 feet and a long chord bearing and distance of S 58° 25' 08" W, 30.02 feet to a point thereon, thence
5. N 29° 13' 14" W, 104.34 feet to a point of curvature, thence
6. 94.04 feet along the arc of a curve, deflecting to the left, having a radius of 75.00 feet and a long chord bearing and distance of N 65° 08' 27" W, 87.99 feet to a point of tangency, thence
7. S 78° 56' 21" W, 203.00 feet to a point, thence
8. N 11° 03' 39" W, 30.00 feet to a point of beginning containing 12,286 square feet of land.

Subject to the Declaration of Covenants, Conditions and Restrictions dated January 4, 1971, recorded in the Land Records of Montgomery County Maryland in Liber 4032 at Folio 706, and all supplements thereto now or hereinafter recorded, including, but not limited to the First Supplementary Declaration of Covenants dated January 11, 1971 recorded in said Land Records in Liber 4033 at Folio 630.

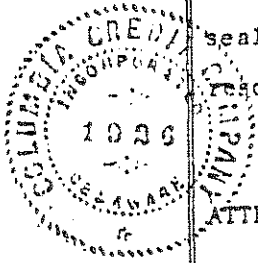
Further subject to the special assessment provisions of the second supplementary declaration of covenants dated November 30, 1971 and designated "Declaration of Easement and Addendum to Covenants" recorded in said Land Records in Liber 4155 at Folio 736.

Heritage Walk Homes Corporation, in consideration of \$1.00 the receipt of which is hereby acknowledged, joins in this instrument for the purpose of promising, and does hereby promise,

covenant and agree that it will undertake the maintenance, repair and improvement of said driveway, and that it will collect and disburse the monies paid under the special assessments set forth above.

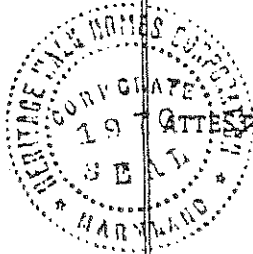
WHEREFORE Columbia Credit Company has caused these presents to be signed by Albert W. Chipman, Jr., its Vice President, attested by John S. Yarbrough, its secretary, and its corporate seal to be affixed pursuant to its bylaws and a resolution adopted for these purposes by its Board of Directors.

WHEREFORE Heritage Walk Homes Corporation has caused these presents to be signed by Albert W. Chipman, Jr., its President, attested by William F. Wilkinson, its secretary, and its corporate seal to be hereunto affixed pursuant to its bylaws and a resolution adopted for these purposes by its Board of Directors.



COLUMBIA CREDIT COMPANY

ATTEST: John S. Yarbrough by Albert W. Chipman, Jr.  
Secretary Vice President



HERITAGE WALK HOMES CORPORATION

ATTEST: William F. Wilkinson by Albert W. Chipman, Jr.  
Secretary President

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) to wit:

On this 10th day of February, 1972, before the undersigned officer, personally appeared ALBERT W. CHIPMAN, JR., who acknowledged himself to be the Vice President of Columbia Credit Company, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of said corporation by himself as such officer.

In witness whereof I hereunto set my hand and official seal

Custave J. [Signature]  
Notary Public, Md.  
11

My commission expires: 7/1/74

SSA 1183 1183

1183 1183

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) to wit:

On this 10th day of February, 1972, before the undersigned officer, personally appeared Albert W. Chipman, Jr., who acknowledged himself to be the President of Heritage Walk Homes Corporation, a corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of said corporation by himself as such officer.

In witness whereof I hereunto set my hand and official seal.

*Gustave J. ...*  
Notary Public, Md.

My commission expires: 7/1/74

1892

Columbia Credit  
Company, et al

Declaration of Esquire  
and  
Supplementary Comments

M. W. Little  
Columbia Credit Co  
2nd Corner  
Cary Chase and

2000

RECORDED  
FEB 19 1931  
MONTGOMERY COUNTY  
DEPARTMENT OF RECORDS  
AND EVIDENCE  
100 N. 10th St.  
HARRISBURG, PA.  
17102



STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
true and correct copy of a Declaration recorded Feb 14, 1972  
at 4:12 P.M.  
in Liber H.M.S., No. 4183 at Folio 478, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 89.

Bettie A. Skelton  
Clerk of the Circuit Court for Montgomery  
County, Maryland.

12.01

HSC-ACK

CLERK'S OFFICE

1972 FEB 14

1972 FEB 14

DECLARATION OF EASEMENT AND FIFTH SUPPLEMENTARY  
DECLARATION OF COVENANTS

1972 FEB 14 PM 4:13  
CLERK'S OFFICE  
MONTG. CO., MD.

THIS DECLARATION of Easement and Fifth Supplementary

Declaration of Covenants made this 10<sup>th</sup> day of February, 1972 by  
COLUMBIA CREDIT COMPANY, a corporation organized and existing  
under the laws of the State of Delaware, hereinafter called the  
Declarant; and by HERITAGE WALK HOMES CORPORATION, a corporation  
organized and existing under the laws of the State of Maryland;

WHEREAS the Declarant is the owner of Lots numbered eleven (11),  
twelve (12), thirteen (13), <sup>sixteen (16),</sup> seventeen (17), eighteen (18), twenty  
two (22), twenty three (23), twenty four (24), twenty five (25),  
and twenty six (26) in Block lettered "E" in the subdivision  
known as HERITAGE WALK as per Plat recorded among the Land Records  
of Montgomery County, Maryland in Plat Book 91 at Plat 9887, and

WHEREAS the Declarant intends to sell said lots to several  
different purchasers, and

WHEREAS it is intended that there shall be shared or common  
driveway access to the lots hereinabove described,

NOW THEREFORE WITNESSETH that the Declarant does hereby  
create, declare and reserve an easement for driveway ingress and  
egress over and across the said Lots as hereinafter described.  
Said easement shall be appurtenant to and run with the land and  
shall be for the benefit of the owners of the respective Lots  
over and upon which said easement is situated.

All that piece and parcel of land situate, lying and being  
in the Rockville District, Montgomery County, Maryland; the same  
being part of Lots 11, 12, 13, 17, 18 and 22, 23, 24, 25, 26,  
Block E as shown on a plat of subdivision entitled "Plat 4,  
Heritage Walk" and recorded in Plat Book 91 at Plat 9887 among  
the Land Records of Montgomery County, Maryland; the same being  
more particularly described as follows:

A Twenty Foot wide parcel of ground, ten feet on each side  
of the following described centerline -

Beginning for the said centerline of said 20' driveway ease-  
ment at a point on the northern right-of-way of Windermere Circle  
as shown on said plat, said point being the common front property  
corner of said Lots 11 and 12, Block E and running thence on the  
arc of a curve to left having a radius of 177.12 feet an arc

distance of

1. 49.67 feet (chord bearing and distance: N 24° 35' 28" E 49.51 feet) to a point; thence
2. N 16° 33' 24" E 17.61 feet to a point; thence on the arc of a curve to the right having a radius of 65.00 feet an arc distance of
3. 102.10 feet (chord bearing and distance: N 61° 33' 24" E 91.92 feet) to a point; thence
4. S 73° 26' 36" E 241.71 feet to a point; thence on the arc of a curve to the right having a radius of 50.00 feet an arc distance of
5. 78.54 feet (chord bearing and distance: S 28° 26' 36" E 70.71 feet) to a point of reverse curvature; thence on the arc of a curve to the left having a radius of 160.11 feet an arc distance of
6. 76.87 feet (chord bearing and distance of: S 02° 48' 12" W 73.13 feet) to a point; thence
7. S 10° 57' 00" E 142.46 feet to a point in the said northern right-of-way of Windermere Circle, said point being the common front property corner of said Lots 17 and 18, Block E; containing 14,179 square feet of land.

Subject to the Declaration of Covenants, Conditions and Restrictions dated January 4, 1971, recorded in the Land Records of Montgomery County Maryland in Liber 4032 at Folio 700 and all supplements thereto now or hereinafter recorded, including, but not limited to the First Supplementary Declaration of Covenants dated January 11, 1971 recorded in said Land Records in Liber 4033 at Folio 630.

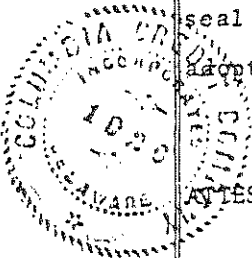
Further subject to the special assessment provisions of the second supplementary declaration of covenants dated November 30, 1971 and designated "Declaration of Easement and Addendum to Covenants" recorded in said Land Records in Liber 4155 at Folio 736.

Heritage Walk Homes Corporation, in consideration of \$1.00 the receipt of which is hereby acknowledged, joins in this instrument for the purpose of promising, and does hereby promise, covenant and agree that it will undertake the maintenance, repair and improvement of said driveway, and that it will collect and disburse the monies paid under the special assessments set forth above.

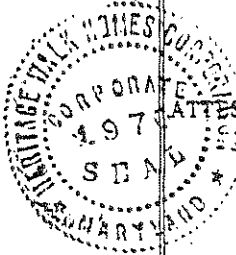
LIB 4 183 FILE 485

WHEREFORE Columbia Credit Company has caused these presents to be signed by Albert W. Chipman, Jr., its Vice President, attested by John S. Yarbrough, its secretary, and its corporate seal to be hereunto affixed pursuant to its bylaws and a resolution adopted for these purposes by its Board of Directors.

WHEREFORE HeritageWalk Homes Corporation has caused these presents to be signed by Albert W. Chipman, Jr., its President, attested by William F. Wilkinson, its secretary, and its corporate seal to be hereunto affixed pursuant to its bylaws and a resolution adopted for these purposes by its Board of Directors.



COLUMBIA CREDIT COMPANY  
ATTEST John S. Yarbrough Secretary by Albert W. Chipman, Jr. Vice President



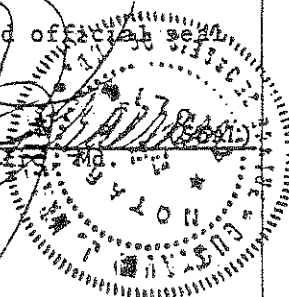
HERITAGE WALK HOMES CORPORATION  
ATTEST William F. Wilkinson Secretary by Albert W. Chipman, Jr. President

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) to wit:

On this 10th day of February, 1972, before the undersigned officer, personally appeared ALBERT W. CHIPMAN, JR., who acknowledged himself to be the Vice President of Columbia Credit Company, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of said corporation by himself as such officer.

In witness whereof I hereunto set my hand and official seal

Notary Public, Md.  
My commission expires: 7/1/74 Cayton J. Keenan

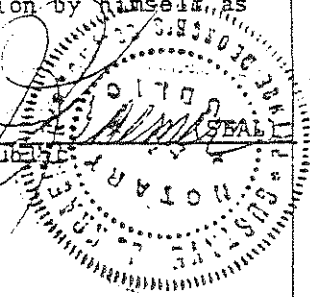


1972 FEB 10 11 38 AM

1972 FEB 10 11 38 AM

STATE OF MARYLAND )  
                          ) to wit:  
COUNTY OF MONTGOMERY )

On this 10th day of February, 1972, before the undersigned officer, personally appeared ALBERT W. CHIPMAN, JR., who acknowledged himself to be the President of Heritage Walk Homes Corporation, a corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of said corporation by himself, as such officer.

*[Handwritten Signature]*  
Notary Public  


My commission expires: 7/1/74

1583

Columbia Credit Company, et al

Declaration of Foreclosure

and Supplemental Decree

of

RECORDED IN BOOK 14 PAGE 111 TO BE  
IN 214 813. ORDER. FILED IN  
RECORDS OF THE COURT FOR THE DISTRICT  
OF COLUMBIA FILE NO. 1183 FILED 483  
ONE OF THE HANDS RECORDS OF THE DISTRICT  
COURT OF THE DISTRICT OF COLUMBIA  
FORWARD TO [Signature]  
Clerk

W. 17

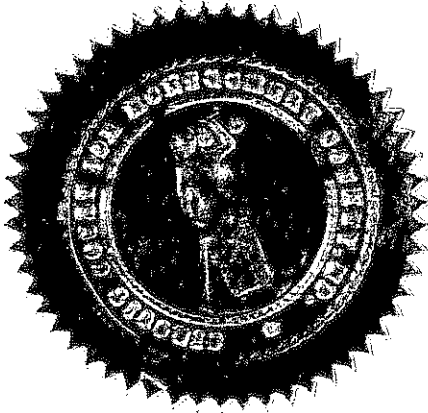
Columbia Credit Co

1717 14th Ave

Cherry Chase Md

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
true and correct copy of a Declaration recorded Feb 14, 1972  
at 4:13 P.M.  
in Liber H.M.S., No. 4183 at Folio 483, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 80.

Bettie A. Skelton  
Clerk of the Circuit Court for Montgomery  
County, Maryland.



DECLARATION OF EASEMENT AND SIXTH SUPPLEMENTARY  
DECLARATION OF COVENANTS

FEB 14 PM 4:14  
1972  
CLERK'S OFFICE  
MONTGOMERY, MD.

95  
ACK  
D.L.R. D.C.  
1972 FEB 14 4 14 PM

THIS DECLARATION of Easement and Sixth Supplementary  
Declaration of Covenants made this 10<sup>th</sup> day of February, 1972  
by COLUMBIA CREDIT COMPANY, a corporation organized and existing  
under the laws of the State of Delaware, hereinafter called the  
Declarant; and by HERITAGE WALK HOMES CORPORATION, a corporation  
organized and existing under the laws of the State of Maryland;

WHEREAS the Declarant is the owner of Lots numbered eleven-A  
(11-A) and twelve-A (12-A) as per plat recorded in Plat Book 92  
at Plat 10031 and Lots numbered eighteen (18), nineteen (19), and  
twenty (20) in Block lettered "D" as per plat recorded in Plat  
Book 92 at Plat 10032, all of said Lots being in the subdivision  
known as HERITAGE WALK, and said plats being recorded as afore-  
said in the Land Records of Montgomery County, Maryland

WHEREAS the Declarant intends to sell said Lots to several  
different purchasers, and

WHEREAS it is intended that there shall be shared or common  
driveway access to the Lots hereinabove described

NOW THEREFORE WITNESSETH that the Declarant does hereby  
create, declare and reserve an easement for driveway ingress and  
egress to and from the aforementioned Lots. Said easement shall  
be appurtenant to and run with the land, and shall be for the  
benefit of the owners of the respective Lots.

Said easement being described as follows:

All that piece or parcel of land situate, lying and  
being in the Rockville District, Montgomery County, Mary-  
land; being known as Parcel 5, Block D, as shown on a  
plat of subdivision entitled "Plat 6, HERITAGE WALK" and  
recorded in Plat Book 92 at Plat 10032 among the Land  
Records of Montgomery County, Maryland.

Subject to the Declaration of Covenants, Conditions and  
Restrictions dated January 4, 1971, recorded in the Land Records  
of Montgomery County Maryland in Liber 4032 at Folio 706, and all

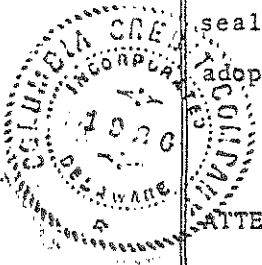
supplements thereto now or hereinafter recorded, including, but not limited to the First Supplementary Declaration of Covenants dated January 11, 1971 recorded in said Land Records in Liber 4033 at Folio 630.

Further subject to the special assessment provisions of the second supplementary declaration of covenants dated November 30, 1971 and designated "Declaration of Easement and Addendum to Covenants" recorded in said Land Records in Liber 4155 at Folio 736.

Heritage Walk Homes Corporation, in consideration of \$1.00 the receipt of which is hereby acknowledged, joins in this instrument for the purpose of promising, and does hereby promise, covenant and agree that it will undertake the maintenance, repair and improvement of said driveway, and that it will collect and disburse the monies paid under the special assessments set forth above.

WHEREFORE Columbia Credit Company has caused these presents to be signed by Albert W. Chipman, Jr., its Vice President, attested by John S. Yarbrough, its secretary, and its corporate seal to be hereunto affixed pursuant to its bylaws and a resolution adopted for these purposes by its Board of Directors.

WHEREFORE Heritage Walk Homes Corporation has caused these presents to be signed by Albert W. Chipman, Jr., its President, attested by William F. Wilkinson, its secretary, and its corporate seal to be hereunto affixed pursuant to its bylaws and a resolution adopted for these purposes by its Board of Directors.



COLUMBIA CREDIT COMPANY

ATTEST: John S. Yarbrough by Albert W. Chipman, Jr.  
John S. Yarbrough Secretary Albert W. Chipman, Jr. Vice President

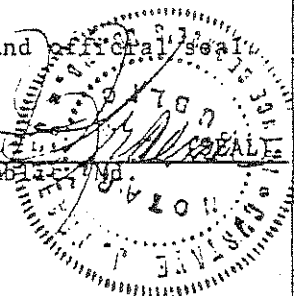
HERITAGE WALK HOMES CORPORATION

ATTEST: William F. Wilkinson by Albert W. Chipman, Jr.  
William F. Wilkinson Secretary Albert W. Chipman, Jr. President

STATE OF MARYLAND )  
                          ) to wit:  
COUNTY OF MONTGOMERY )

On this 10th day of February, 1972, before the undersigned officer, personally appeared ALBERT W. CHIPMAN, JR., who acknowledged himself to be the Vice President of Columbia Credit Company, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of said corporation by himself as such officer.

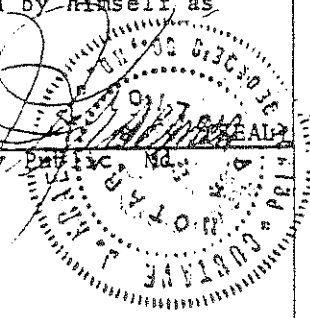
In witness whereof I hereunto set my hand and official seal

*[Handwritten Signature]*  
Notary Public, Md.  


My commission expires: 7/1/74

STATE OF MARYLAND )  
                          ) to wit:  
COUNTY OF MONTGOMERY )

On this 10th day of February, 1972, before the undersigned officer, personally appeared ALBERT W. CHIPMAN, JR., who acknowledged himself to be the President of Heritage Walk Homes Corporation, a corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of said corporation by himself, as such officer.

*[Handwritten Signature]*  
Notary Public, Md.  


My commission expires: 7/1/74

1504

Columbia Credit  
Company, et al

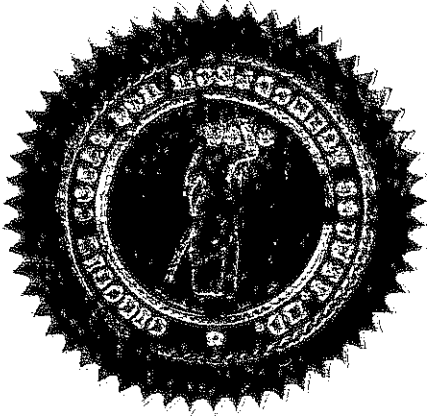
Declaration of Essement  
and  
Supplemental Covenants

Prill for  
Columbia Credit Co  
2401 Conn. Ave.  
Cherry Chase Md

NOTED BY [Signature] 11/15/83  
RECORDED BY [Signature] 11/15/83  
INDEXED BY [Signature] 11/15/83  
FILED BY [Signature] 11/15/83  
COUNTY AND DISCOUNTED PER  
[Signature] Clerk

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
true and correct copy of a Declaration recorded Feb 14, 1972  
at 4:14 P.M.  
in Liber H.M.S., No. 4183 at Folio 488, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 89.

Bettie A Skelton  
Clerk of the Circuit Court for Montgomery  
County, Maryland.

LIBER 4215 FOLIO 647

CLERK'S OFFICE  
MONTG. CO., MD.

1972 MAY 19 PM 1:26

SEVENTH SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(HERITAGE WALK)

MAY 19 72 PM 1:26 CLERK'S OFFICE MONTG. CO., MD. 6.00

THIS DECLARATION, made this 8th day of May, 1972, by COLUMBIA CREDIT COMPANY, hereinafter called "Developer,"

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property hereinafter described at page 2 of this Declaration and desires to create thereon a residential community to be known as part of the existing community of Heritage Walk with parks, play areas, open spaces, walkways and other facilities for the benefit of the said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents of Heritage Walk; and

WHEREAS, Developer has heretofore had recorded in the land records for Montgomery County, Maryland, in Liber 4032 at Folio 706, a Declaration of Covenants, Conditions and Restrictions dated January 4, 1971, applicable to certain lands in Heritage Walk as therein described and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Heritage Walk and to insure the residents' enjoyment of certain easement rights created therein; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions provides in Article II, Section 2(a) that Developer shall have the right to bring within the scheme thereof and make subject thereto certain additional properties in future stages of development, provided that such additions will include community facilities of similar quality and character to those established within the Existing Property; and

WHEREAS, the Developer has caused to be filed with the Maryland-National Capital Park and Planning Commission a plan of development which includes the additional properties hereinafter described and which plan has been approved by said Commission; and

WHEREAS, the said development plan clearly demonstrates that the additional properties will include community facilities of similar quality and character to those established within the Existing Property;

NOW, THEREFORE, the Developer declares that the real property hereinafter set forth and described is hereby and herewith brought within the scheme of and made subject to the aforesaid Declaration of Covenants, Conditions and Restrictions dated January 4, 1971 and recorded by Developer in the land records for Montgomery County, Maryland, in Liber 4032 at Folio 706, and all supplements thereto now or hereafter recorded, including, but not limited to, the First Supplementary Declaration of Covenants, Conditions and Restrictions dated January 11, 1971 and recorded by Developer in said land records in Liber 4033 at Folio 630. The Owners of the Private Dwelling Units within such additional properties shall have membership and voting rights in the Heritage Walk Homes Corporation and shall be subject to the authority thereof and shall receive such other rights and be charged with such obligations as other Owners in and to the Community Properties, all as more particularly set forth in said Declaration of Covenants, Conditions and Restrictions, just as though said additional properties had been set forth and included in the description of the property subject to said Declaration of Covenants, Conditions and Restrictions as originally recorded.

Said real property referred to above and known as part of Heritage Walk is more particularly described as being all of the lots and parcels shown and contained within the following subdivision plats:

Plat 4, "HERITAGE WALK," Rockville District, Montgomery County, Maryland, recorded June 1, 1971 in Plat Book 91 at Plat 9887;

Plat 6, "HERITAGE WALK," Rockville District, Montgomery County, Maryland, recorded September 15, 1971 in Plat Book 92 at Plat 10032;

Plat 7, "HERITAGE WALK," Rockville District, Montgomery County, Maryland, recorded September 17, 1971 in Plat Book 92 at Plat 10034;

Plat 8, "HERITAGE WALK," Rockville District, Montgomery County, Maryland, recorded September 20, 1971 in Plat Book 92 at Plat 10041;

Plat 9, "HERITAGE WALK," Rockville District, Montgomery County, Maryland, recorded December 1, 1971 in Plat Book 93 at Plat 10132

all among the land records of said Montgomery County, Maryland.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of May, 1972.

COLUMBIA CREDIT COMPANY (Declarant)

By Albert W. Chipman, Jr.  
Vice-President  
Albert W. Chipman, Jr.

ATTEST:

[Signature]  
Secretary  
(CORPORATE SEAL)

State of Maryland )  
                          ) ss:  
County of Prince Geo.)

I hereby certify that on this 8th day of May, 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Albert W. Chipman, Jr., who acknowledged himself to be the Vice President of COLUMBIA CREDIT COMPANY, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing Seventh Supplementary Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as Vice President and delivering the same as such.

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

NOTARY PUBLIC  
Loretta C. Fyne  
My commission expires \_\_\_\_\_

Loretta C. Fyne  
Notary Public  
Loretta C. Fyne



1961

COLUMBIA CREDIT COMPANY

SEVENTH SUPPLEMENTARY  
DECLARATION

OF

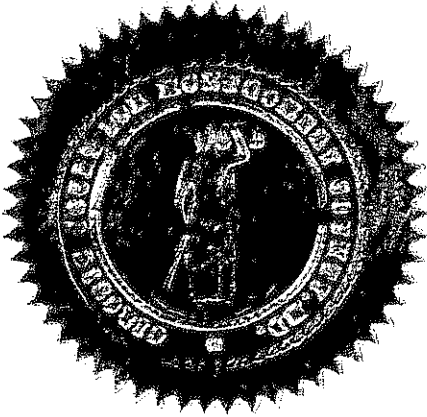
COVENANTS, etc.

RECEIVED THIS 19<sup>th</sup> DAY OF March  
1961 AT 1:20 O'CLOCK P.M. TO BE  
RECORDED, AND SAME DAY WAS RECORDED  
IN LIBER H.M.S. No. 1285 FOLIO 649  
ONE OF THE LAND RECORDS OF MONTGOMERY  
COUNTY, MD. AND FORWARDED PER  
Richard M. Smith  
Clerk

mail to  
Columbia Credit Co  
8401 Conner Ave  
Cherry Chase Md  
20015

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
Seventh Supplementary  
true and correct copy of a Declaration recorded May 19, 1972  
at 1:26 P.M.  
in Liber H.M.S., No. 4215 at Folio 647, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 89.

Beth A. Skelton  
Clerk of the Circuit Court for Montgomery  
County, Maryland.

1972 MAY 22 PM 2:11

EIGHTH SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(HERITAGE WALK)

CLERK'S OFFICE  
MONTGOMERY CO., MD.

THIS DECLARATION, made this 19th day of May, 1972, by COLUMBIA CREDIT COMPANY, hereinafter called "Developer,"

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property hereinafter described at page 2 of this Declaration and desires to create thereon a residential community to be known as part of the existing community of Heritage Walk with parks, play areas, open spaces, walkways and other facilities for the benefit of the said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents of Heritage Walk; and

WHEREAS, Developer has heretofore had recorded in the land records for Montgomery County, Maryland, in Liber 4032 at Folio 706, a Declaration of Covenants, Conditions and Restrictions dated January 4, 1971, applicable to certain lands in Heritage Walk as therein described and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Heritage Walk and to insure the residents' enjoyment of certain easement rights created therein; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions provides in Article II, Section 2(b) that an owner of real property who desires to add it to the scheme thereof and make it subject to the jurisdiction of the Heritage Walk Homes Corporation may do so by filing a Supplementary Declaration of Covenants, Conditions and Restrictions, provided that such addition be approved in writing by the Members of said Corporation pursuant to its By-laws; and

WHEREAS, the Developer, as owner of certain real property which it desires to be added to Heritage Walk as aforesaid, has received the written approval of the Members of the Heritage Walk Homes Corporation to add that certain property hereinafter described to the scheme of the said Declaration of Covenants, Conditions and Restrictions and make it subject to the jurisdiction of the Heritage Walk Homes Corporation;

NOW, THEREFORE, the Developer declares that the real property hereinafter set forth and described is hereby and herewith brought within the scheme of and made subject to the aforesaid Declaration of Covenants, Conditions and Restrictions dated January 4, 1971 and recorded by Developer in the land records of Montgomery County, Maryland, in Liber 4032 at Folio 706, and all supplements thereto now or hereafter recorded, including, but not limited to, the First Supplementary Declaration of Covenants, Conditions and Restrictions dated January 11, 1971 and recorded by Developer in said land records in Liber 4033 at Folio 630. The Owners of the Private Dwelling Units within such additional property shall have membership and voting rights in the Heritage Walk Homes Corporation and shall be subject to the authority thereof and shall receive such other rights and be charged with such obligations as other Owners in and to the Community Properties, all as more particularly set forth in said Declaration of Covenants, Conditions and Restrictions, just as though said additional property had been set forth and included in the description of the property subject to said Declaration of Covenants, Conditions and Restrictions as originally recorded.

MM-22-72 PAID 2585 CLK/CMC. NSC-ACK 600

LIBER 4216 FOLIO 295

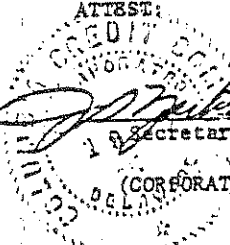
Said real property referred to above and known as part of Heritage Walk is more particularly described as being all of the lots shown and contained within the following subdivision plat:

Blocks "Q and R," "LUXMANOR," Rockville Election District, Montgomery County, Maryland, recorded April 7, 1966 in Plat Book 80 at Plat 8209, among the land records of said Montgomery County, Maryland.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19th day of May, 1972

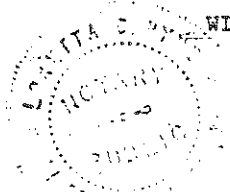
COLUMBIA CREDIT COMPANY (Declarant)

By Albert W. Chipman, Jr.  
Vice-President

ATTEST:  
  
[Signature]  
Secretary  
(CORPORATE SEAL)

STATE OF MARYLAND )  
                          )ss:  
COUNTY OF PRINCE GEORGE)

I hereby certify that on this 19th day of May, 1972, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Albert W. Chipman, Jr., who acknowledged himself to be the Vice-President of COLUMBIA CREDIT COMPANY, a corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing Eighth Supplementary Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as Vice-President and delivering the same as such.



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

Loretta C. Pyne  
Notary Public  
Loretta C. Pyne

My commission expires \_\_\_\_\_

2162

COLUMBIA CREDIT COMPANY

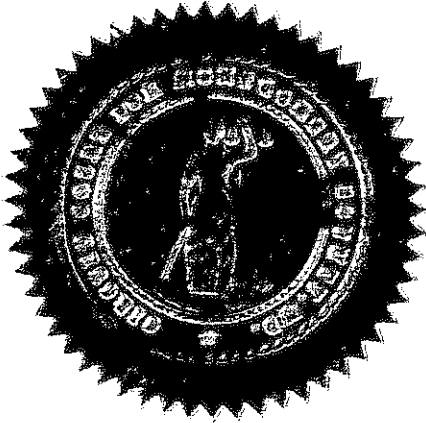
EIGHTH SUPPLEMENTARY  
DECLARATION OF  
COVENANTS, etc.

RECEIVED 1922<sup>nd</sup> DAY OF May  
1922 AT 2:11 O'CLOCK P. M. TO BE  
RECORDED, AND SAME DAY WAS RECORDED  
IN LIBER H.M.S. No. 216 FOLIO 296  
ONE OF THE LAND RECORDS OF MONTGOMERY  
COUNTY, MD., AND EXAMINED PER  
*Howard B. Smith*  
Clerk

Mail to  
Columbia Credit Co  
2401 Conn Ave  
Cherry Chase Md

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
Eight Supplementary  
true and correct copy of a Declaration recorded May 22, 1972  
at 2:11 P.M.  
in Liber H.M.S., No. 4216 at Folio 294, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 89.

\_\_\_\_\_  
Clerk of the Circuit Court for Montgomery  
County, Maryland.

LIBER 4614 FOLIO 799

CLERK'S OFFICE  
MONTG. CO., MD.

1975 FEB 10 PM 4:21

EIGHTH SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(HERITAGE WALK)

THIS DECLARATION, made this 2nd day of December,  
1974, by MURRAY J. POLITZ and BETTY JANE POLITZ, his wife,  
hereinafter sometimes called "Owners",

W I T N E S S E T H :

WHEREAS, there is recorded in the land records for Montgomery  
County, Maryland, in Liber 4032 at Folio 706, a Declaration of  
Covenants, Conditions and Restrictions dated January 4, 1971,  
applicable to certain lands in Heritage Walk as therein described  
for the purpose of the efficient preservation, protection and  
enhancement of the values and amenities of Heritage Walk and to  
insure the residents' enjoyment of certain easement rights  
created therein; and

WHEREAS, said Declaration of Covenants, Conditions and  
Restrictions provides in Article II, Section 2(b) that an owner  
of real property who desires to add it to the scheme thereof  
and make it subject to the jurisdiction of the Heritage Walk  
Homes Corporation may do so by filing a Supplementary Declaration  
of Covenants, Conditions and Restrictions, provided that such  
addition be approved in writing by the Members of said Corpora-  
tion pursuant to its By-Laws; and

WHEREAS, the undersigned, as owners of certain real property  
which they desire to be added to Heritage Walk as aforesaid, have  
received the written approval of the Members of the Heritage Walk  
Homes Corporation to add that certain property hereinafter des-  
cribed to the scheme of the said Declaration of Covenants,  
Conditions and Restrictions and make it subject to the jurisdic-  
tion of the Heritage Walk Homes Corporation;



NOW, THEREFORE, the undersigned owners declare that the real property hereinafter set forth and described is hereby and herewith brought within the scheme of and made subject to the aforesaid Declaration of Covenants, Conditions and Restrictions dated January 4, 1971 and recorded in the land records of Montgomery County, Maryland, in Liber 4032 at Folio 706, and all supplements thereto now or hereafter recorded, including, but not limited to, the First Supplementary Declaration of Covenants, Conditions and Restrictions dated January 11, 1971 and recorded in said land records in Liber 4033 at Folio 630. The undersigned further declare that owners of the Private Dwelling Unit within such additional property shall have membership and voting rights in the Heritage Walk Homes Corporation and shall be subject to the authority thereof and shall receive such other rights and be charged with such obligations as other Owners in and to the Community Properties, all as more particularly set forth in said Declaration of Covenants, Conditions and Restrictions, just as though said additional property had been set forth and included in the description of the property subject to said Declaration of Covenants, Conditions and Restrictions as originally recorded.

Said real property referred to above and to be included as part of Heritage Walk for the purposes hereinabove stated is more particularly described as follows:

Lot numbered 5 in Block lettered Q in the subdivision known as LUXMANOR as per plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book 80 at Plat 8209.

Columbia Credit Company signs these presents solely for the purpose of certifying that while it executed (inadvertently) a document recorded in Liber 4216 at Folio 294 identified as

"Eighth Supplementary Declaration of Covenants, Conditions and Restrictions," it was not the owner of the property described in said document at that time or at any other time, and therefore said document had no legal effect.

Heritage Walk Homes Corporation signs these presents for the purpose of expressing its approval hereof and to certify compliance with the voting requirements set forth in the aforementioned Declaration of Covenants, Conditions and Restrictions dated January 4, 1971.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 2nd day of December, 1974.

Murray J. Politz  
Murray J. Politz

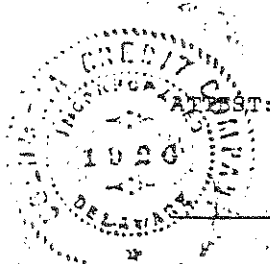
Betty Jane Politz  
Betty Jane Politz

COLUMBIA CREDIT COMPANY

By: Francis E. D'Amico  
Vice President

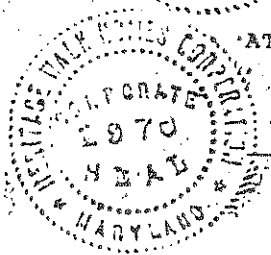
HERITAGE WALK HOMES CORPORATION

By: Robert J. Pollock  
President



ATTEST:

Secretary  
Secretary



ATTEST:

Secretary  
Secretary

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) ss

On this 5<sup>th</sup> day of December, 1974, before the undersigned officer, personally appeared MURRAY J. POLITZ, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

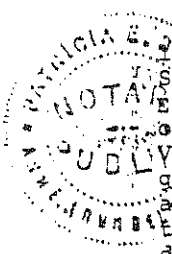
[Signature] (SEAL)  
Notary Public

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) ss

On this 1<sup>st</sup> day of December, 1974, before the undersigned officer, personally appeared BETTY JANE POLITZ, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

[Signature] (SEAL)  
Notary Public

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) ss



I hereby certify that on this 2nd day of December, 1974, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Brady, who acknowledged himself to be the Vice President of COLUMBIA CREDIT COMPANY, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing Eighth Supplementary Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as Vice President and delivering the same as such.

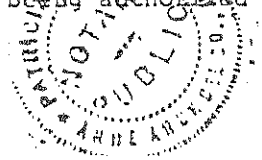
WITNESS my hand and notarial seal the day and year first above written.

[Signature] (SEAL)  
Notary Public

My Commission Expires: July 3, 1978

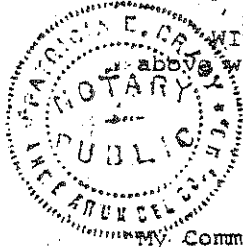
STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) ss

I hereby certify that on this 2nd day of December, 1974, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Albert W. [Signature], who acknowledged himself to be the President of HERITAGE WALK HOMES CORPORATION, a corporation, and that he, as such President, being authorized so to do, executed the foregoing Eighth



LIBER 4614 FOLIO 803

Supplementary Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as President and delivering the same as such.



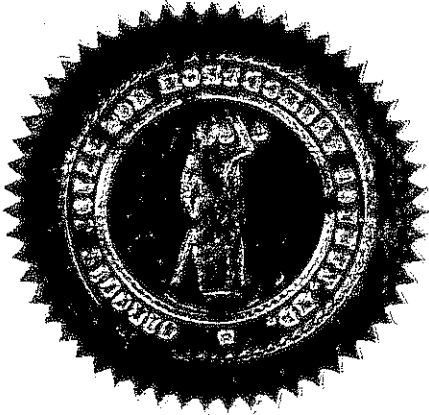
WITNESS my hand and notarial seal the day and year first above written.

Patricia E. Brady (SEAL)  
Notary Public

My Commission Expires: July 1, 1978

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
Eight Supplementary  
true and correct copy of a Declaration recorded Feb 10, 1975  
at 4:21 P.M.  
in Liber H.M.S., No. 4614 at Folio 799, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 89.

\_\_\_\_\_  
Clerk of the Circuit Court for Montgomery  
County, Maryland.

NINTH SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(HERITAGE WALK)

THIS DECLARATION, made this 2nd day of January, 1979, by COLUMBIA CREDIT COMPANY, hereinafter called "Developer",

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property hereinafter described at page 2 of this Declaration and desires to create thereon a residential community to be known as part of the existing community of Heritage Walk with parks, play areas, open spaces, walkways and other facilities for the benefit of the said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents of Heritage Walk; and

WHEREAS, Developer has heretofore had recorded in the land records for Montgomery County, Maryland, in Liber 4032 at Folio 706, a Declaration of Covenants, Conditions and Restrictions dated January 4, 1971, applicable to certain lands in Heritage Walk as therein described and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Heritage Walk and to insure the residents' enjoyment of certain easement rights created therein; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions provides in Article II, Section 2(a) that Developer shall have the right to bring within the scheme thereof and make subject thereto certain additional properties in future stages of development, provided that such additions will include community facilities of similar quality and character to those established within the Existing Property; and

WHEREAS, the Developer has caused to be filed with the Maryland-National Capital Park and Planning Commission a plan of development which includes the additional properties hereinafter described and which plan has been approved by said Commission; and

WHEREAS, the said development plan clearly demonstrates that the additional properties will include community facilities of similar quality and character to those established within the Existing Property;

NOW, THEREFORE, the Developer declares that the real property hereinafter set forth and described is hereby and herewith brought within the scheme of and made subject to the aforesaid Declaration of Covenants, Conditions and Restrictions dated January 4, 1971 and recorded by Developer in the land records for Montgomery County, Maryland, in Liber 4032 at Folio 706, and all supplements thereto now or hereafter recorded, including, but not limited to, the First Supplementary Declaration of Covenants, Conditions and Restrictions dated January 11, 1971 and recorded by Developer in said land records in Liber 4033 at Folio 630. The Owners of the Private Dwelling Units within such additional properties shall have membership and voting rights in the Heritage Walk Homes Corporation and shall be subject to the authority thereof and shall receive such other rights and be charged with such obligations as other Owners in and to the Community Properties, all as more particularly set forth in said Declaration of Covenants, Conditions and Restrictions, just as though said additional properties had been set forth and included in the description of the property subject to said Declaration of Covenants, Conditions and Restrictions as originally recorded.

REC'D JAN 12 AM 9 23  
CLEARING OFFICE  
MONTG. CO., MD.

Said real property referred to above and known as part of Heritage Walk is more particularly described as being all of the lots and parcels shown and contained within the following subdivision plats:

Plat 11, "HERITAGE WALK", Rockville District, Montgomery County, Maryland, recorded July 20, 1978 in Plat Book 105 at Plat 11997;

Plat 12, "HERITAGE WALK", Rockville District, Montgomery County, Maryland, recorded July 20, 1978 in Plat Book 105 at Plat 11998;

Plat 13, "HERITAGE WALK", Rockville District, Montgomery County, Maryland, recorded August 31, 1978 in Plat Book 105 at Plat 12049

all among the land records of said Montgomery County, Maryland.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of January, 1979.

COLUMBIA CREDIT COMPANY (Declarant)

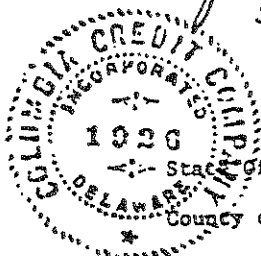
By Robert E. Brennan  
Vice President  
Robert E. Brennan

ATTEST:

James M. Whitney  
Secretary

James M. Whitney

(CORPORATE SEAL)



State of Maryland )  
County of Montgomery ) ss:

I hereby certify that on the 2nd day of January, 1979, before me, the subscriber, a Notary Public in and for the State of Maryland and County of Prince Georges, personally appeared Robert E. Brennan, who acknowledged himself to be the Vice President of COLUMBIA CREDIT COMPANY, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing Ninth Supplementary Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as Vice President and delivering the same as such.

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

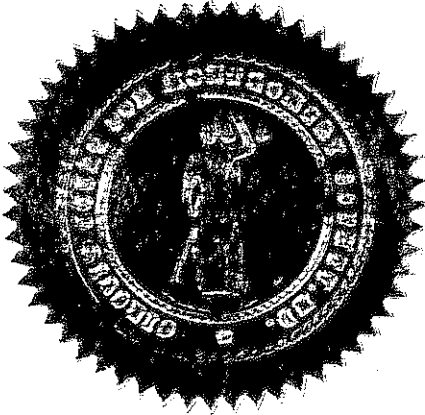
Alice C. Mitchell  
Notary Public  
Alice C. Mitchell

My commission expires 7/1/82



STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full,  
Ninth Supplementary  
true and correct copy of a Declaration recorded Jan 12, 1979  
at 9:23 A.M.  
in Liber H.M.S., No. 5269 at Folio 391, one of the Land  
Records of Montgomery County, Maryland.



IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the Seal of the Circuit Court  
for Montgomery County, Maryland, this 20th  
day of December, A.D., 19 89.

\_\_\_\_\_  
Clerk of the Circuit Court for Montgomery  
County, Maryland.