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DECLARATION

OF

WASHINGTON PARK INDUSTRIAL CONDOMINIUM

THIS DECLARATION, made and entered into this 28 day of May, 1986, by Laurel Warehouse, Inc., a corporation organized and existing under the laws of the State of Maryland, whose address is 5929 Hubbard Drive, Rockville, Maryland 20852, hereinafter and in the Exhibits hereto sometimes called the "Declarant":

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in the County of Prince George's, State of Maryland, and more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Declarant is the owner of certain buildings and other improvements constructed upon the aforesaid premises, which property is hereby intended to create a "condominium" pursuant to Title 11, Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland (1981 Repl. Vol. and 1984 Supp.), and it is the desire and intention of the Declarant to divide said property and the improvements thereon into condominium units and to sell and convey same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, prior to the recordation hereof, the Declarant has filed for record in the office of the Clerk of Court for Prince George's County, Maryland, a certain Plat, hereinafter referred to as the "Condominium Plat", which Condominium Plat, consisting of 3 sheets, is recorded in Condominium Plat Book 44-127 beginning at plat 35; and through plat 40.

WHEREAS, the Declarant desires and intends by the recordation of the Condominium Plat and this Declaration, to submit the property described on "Exhibit A" attached hereto, together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of Title 11, Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland (1981 Repl. Vol. and 1984 Supp.) as a condominium;

NOW, THEREFORE, the Declarant hereby declares that all of the property described on "EXHIBIT A" attached hereto, together with all improvements heretofore or hereafter con-

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

(301) 840-8365

REC-100-3317

structured thereon, and all appurtenances thereto, is declared to be a Condominium Regime and subject to all the provisions of the Horizontal Property Act, Title 11, Real Property Article, Section 11-101, et seq. of the Annotated Code of Maryland (1981 Repl. Vol. and 1984 Supp.), and shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of the condominium, attached hereto as "EXHIBIT B" and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominium units and common elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

#### ARTICLE I

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

(a) "The Act" or "The Condominium Act" or "The Maryland Condominium Act" means Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland (1981 Repl. Vol. and 1984 Supp.) and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration and which are not inconsistent with the provisions hereof.

(b) "Condominium" or "the condominium project" means the property subject to this Declaration.

(c) "Unit" or "condominium unit" means a three dimensional area, as hereinafter and on the Condominium Plat described and identified.

(d) "Common elements" means both general common elements and limited common elements, as hereinafter and on the Condominium Plat described and identified, and shall include all of the condominium except the condominium units.

(e) "Unit owner" or "owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds legal title to a unit

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

(301) 840-8561

within the condominium; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a unit owner by reason only of such interest.

(f) "Council of Unit Owners" means all of the unit owners in association, i.e., The Council of Unit Owners of WASHINGTON PARK INDUSTRIAL CONDOMINIUM.

(g) "Common expenses and common profits" means the expenses and profits of the Council of Unit Owners.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the By-Laws of the Council of Unit Owners or in Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland (1981 Repl. Vol. and 1984 Supp.).

Section 3. Name. The name by which the condominium is to be identified is as follows:

WASHINGTON PARK INDUSTRIAL CONDOMINIUM

Section 4. Exhibit. Whenever any reference is made in this Declaration or in the By-Laws attached hereto and incorporated herein to any "Exhibit", then such reference shall be deemed to include and refer to any and/or all exhibits attached hereto as the circumstances may require.

ARTICLE IJ

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

Section 2. Condominium Plat. The Condominium Plat is incorporated herein and by this reference made a part of this Declaration.

ARTICLE III

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

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

The lower boundary of any condominium unit in the condominium is a horizontal plane (or planes) the elevation of which coincides with the elevation of the upper surface of the unfinished concrete subfloor or slab thereof, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any condominium unit in the condominium is a horizontal plane (or planes) the elevation of which coincides with the upper portions of the steel roof joists of each unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any condominium unit in the condominium are vertical planes which coincide with the center of the cinder block demising wall if said wall is common to two (2) units, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of that condominium unit, or the exterior of the perimeter block wall (not to include exterior brick finishing) if said wall is not common to two (2) units.

**Section 2. Equipment.** Equipment and appurtenances located within any condominium unit and designed or installed to serve only that unit including, without limiting the generality of the foregoing, furnaces, air-conditioning equipment, air-handling equipment, heat pumps, coils, fans, mechanical equipment, appliances, non-bearing partition walls, flooring materials, tile, carpets, T-bars, hanger wires, primary runner channels, suspended ceiling materials, electrical receptacles and outlets, plumbing fixtures and outlets and other plumbing apparatus, hot-water heaters, fixtures, trim, interior staircases, cabinets and the like, shall be considered a part of that condominium unit and not a part of the common elements. Equipment and appurtenances located outside the boundaries of any condominium unit but designed or installed in a manner to serve only a particular condominium unit including, without limiting the generality of the foregoing, heat pumps, furnaces, condenser, compressors, air-handling equipment, air-conditioning equipment, compressor pads, ducts, pipes, tubes, and the like shall be considered a part of the condominium unit which they are designated or designed to serve and shall not be considered a part of the common elements.

**Section 3. Easements.** Each condominium unit shall be subject to an easement to the owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flue, chutes, conduits, cables, wires, and wire outlets, utility lines and the like, and any other common elements located within or accessible only from any particular condominium unit, and for support.

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

#### ARTICLE IV

**Section 1. Limited Common Elements.** The limited common elements of the condominium are those common elements designated as such on the Condominium Plat and such other common elements as are

agreed upon by all of the unit owners to be reserved for the exclusive use of one or more, but less than all of the unit owners. Any area designated on the Condominium Plat as a balcony, entry or fire stairway, deck, terrace, condominium storage area, reserved parking or the like, and designated on the Condominium Plat as a limited common element, is reserved for the exclusive use of the owner or owners of the condominium unit or units to which such area is adjacent or to which such area is declared to be appurtenant by appropriate designation on the Condominium Plat.

Section 2. General Common Elements. The general common elements are the real property described on "EXHIBIT A" and all of the condominium except the condominium units and the limited common elements.

Section 3. Covenant Against Partition. The common elements, both general and limited, shall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Condominium Act.

Section 4. Easements. The common elements of the condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the unit owners; provided, however, that any portion of the common elements designated as limited common elements is reserved for the exclusive use of the owner or owners of the condominium unit or units to which it is adjacent or to which it is declared to be appurtenant by appropriate designation on the Condominium Plat.

#### ARTICLE V

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

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

Section 3. Voting Rights. At any meeting of the Council of Unit Owners each unit owner shall be entitled to cast, on each question, the number of votes appurtenant to his condominium unit, as set forth in "EXHIBIT C" attached hereto and by this and other reference made a part hereof. In the event the number of votes appurtenant to each condominium unit is not specifically set forth in "EXHIBIT C", then each unit owner shall be entitled to cast one vote on each question at any meeting of the Council of Unit Owners.

#### ARTICLE VI

Section 1. Expansion - Addition of Subsequent Phases - Phases Two and Three. Pursuant to the provisions of Section 11-120 of the Condominium Act, and subject to the limitations and requirements herein and therein set forth, the Declarant shall have the absolute right, to be exercised prior to the 31 day of December, 1996, but not the obligation, to annex to the land and improvements described on "EXHIBIT A" attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, the land described on "EXHIBIT A-1", together with the improvements heretofore or hereafter constructed thereon, as delineated, in general terms, on the Condominium Plat, and the land described on "EXHIBIT A-2" together with the improvements heretofore or hereafter constructed thereon, as delineated, in general terms, on the Condominium Plat. Any such expansions or annexations shall be accomplished by the recordation among the Land Records for Prince George's County, Maryland, of an Amendment to this Declaration and the Condominium Plats as required by the provisions of Section 11-120 of the Condominium Act.

Upon the recordation of an initial Amendment to this Declaration and such initial Amendment to the Condominium Plat, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits, and shall have the number of votes set forth on "EXHIBIT C-1" attached hereto and made a part hereof by this reference and upon the recordation of such initial Amendment, the percentage interests and voting rights, herein elsewhere provided for shall be reallocated as set forth in said "EXHIBIT C-1". Any deed for any condominium unit in the condominium shall be delivered subject to a conditional limitation that the percentage interest appurtenant to such condominium unit shall be automatically reallocated pro tanto upon the recordation of such initial Amendment.

Upon the recordation of a second Amendment to this Declaration and such second Amendment to the Condominium Plat, each unit owner, by operation of law, shall have the undivided percentage interest in the common elements, common expenses and common profits, and shall have the number of votes set forth on

"EXHIBIT C-2" attached hereto and made a part hereof by this reference and upon the recordation of such second Amendment, the percentage interests and voting rights, herein elsewhere provided for shall be reallocated as set forth in said "EXHIBIT C-2". Any deed for any condominium unit in the condominium delivered after the recordation of the initial Amendment shall be delivered subject to a conditional limitation that the percentage interest appurtenant to such condominium unit shall be automatically reallocated pro tanto upon the recordation of such second Amendment.

Section 2. Conditions of Right to Expand Condominium.

(a) The land and the improvements now or hereafter to be located thereon which may be annexed to and made a part of the Condominium are graphically shown on Exhibits A-1 and A-2 attached hereto and made a part hereof.

(b) The total number of Units which may be added to the Condominium are thirty-two (32), however, such Units may be added in stages.

(c) The Percentage Interest in the Common Elements, in the Common Expenses and Common Profits of the Council of Unit Owners and the number of votes appurtenant to any Unit following the addition of any group of units to the Condominium shall be equal to the percentage interest as shown on Exhibit C. The Declarant shall set forth in a Supplementary Declaration at the time of such expansion, the percentage interests and votes for all Units following the expansions.

(d) The expansions of the Condominium shall not be effective until such time as there has been recorded among the Land Records for Prince George's County, Maryland, (i) an amended Declaration setting forth the new Percentage Interest in the Common Elements and Percentage Interest in the Common Profits and Common Expenses appurtenant to each Unit and the vote appertaining thereto, and (ii) an amendment to the Condominium Plat setting forth with respect to the new property which has been added to the Condominium the detail and information that is required to be shown upon the Condominium Plat pursuant to Section 11-105 of The Maryland Condominium Act.

Section 3. Effect of Expansion. Upon the recordation of the amended Declarations and Condominium Plats, each Unit owner shall automatically have the Percentage Interest in the Common Elements and Percentage Interest in the Common Profits and Common Expenses and the number of votes appurtenant to his Unit set forth in the amended Declaration. The interest of each mortgagee, as that term is defined in The Maryland Condominium Act, shall attach, by operation of law to the Percentage Interest in the Common Elements appurtenant to the Unit with respect to which it holds a lien.

Section 4. Exhibits. Whenever any reference is made in this Declaration or in the By-Laws attached hereto and incorporated herein to either "EXHIBIT A" or "EXHIBIT C", then such reference shall be deemed to include and to refer to "EXHIBIT A" or "EXHIBIT C", as the circumstances may require, as from time to time amended by reason of the provisions of this Article VI.

#### ARTICLE VII

Section 1. Encroachments. In the event any portion of the common elements encroaches upon any condominium unit, or in the event any condominium unit encroaches upon any other condominium unit or any common element, as a result of settlement, shifting, or the duly authorized construction or repair of any building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building remains standing and properly useable as a storage unit without being hazardous to other unit owners or the public.

In the event any portion of the condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed as authorized in the By-Laws of the Council of Unit Owners and the Condominium Act, encroachments of any portion of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or any portion of the common elements due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building remains standing and properly useable as a storage unit without being hazardous to other unit owners or the public.

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

Section 2. Easement to Declarant and Council of Unit Owners. There is hereby reserved to the Declarant and the Council of Unit Owners, their employees, agents, contractors and invitees, a non-exclusive easement over all of the general common elements of the condominium for purposes of ingress, egress, regress, the storage of building supplies, materials and equipment and without limitation, for any and all purposes reasonably related to the completion of the marketing, sale, inspection, construction,

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

(301) 840-8569



rehabilitation, restoration, repair and management of the condominium. As used in this Section 2 of this Article VII, and anything contained in this Declaration to the contrary notwithstanding, the expression "Declarant" shall include and mean those successors and assigns of the Declarant to whom the Declarant shall specifically assign the easement reserved in this Section 2, and shall include and mean the respective employees, agents, contractors and invitees of such successors and assigns.

### Section 3. Easements for Ingress and Egress.

(a) There is hereby reserved to the Declarant, the successors and assigns of the Declarant, and to all persons having any interest of record in title to the land and premises described in "EXHIBIT A" and attached to this Declaration, and to their respective agents, employees and tenants, a non-exclusive easement and right-of-way over all streets, roadways and parking areas constructed upon the general common elements of the condominium for purposes of ingress, egress and regress to and from the land and premises described in "EXHIBIT A" attached to the Declaration and the public streets known as Cherry Lane, Laurel, Maryland 20707.

## ARTICLE VIII

Section 1. Rights of WSSC. In the event that any sewer or water use charge, or front foot benefit charge, or sewer charge, or ad valorem or other tax, imposed upon the entire condominium pursuant to the Washington Suburban Sanitary District Act is not paid by the Council of Unit Owners when due, then the Washington Suburban Sanitary Commission shall have the right, within the time provided by that Act or the Regulations of said Commission, to terminate sewer and water service to all of the condominium units.

There is hereby reserved to the Washington Suburban Sanitary Commission and to any agency which is a successor to the functions of the Washington Suburban Sanitary Commission, and to their respective agents, employees and contractors, a non-exclusive easement over all of the general common elements of the condominium for any and all purposes reasonably related to the construction, reconstruction, maintenance or repair of any and all water and sewer lines, meters, vaults and the like located upon the general common elements of the condominium.

## ARTICLE IX

Section 1. Amendment. Except as otherwise provided in the Condominium Act, this Declaration may be amended only with the written consent of eighty percent (80%) of the unit owners and the holders of eighty percent (80%) of the mortgages on the condominium units in the condominium. Any such amendment shall

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20878

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be effective only upon the recordation of a Declaration of Amendment among the Land Records for Prince George's County, Maryland.

Section 2. Termination and Waiver. The condominium regime established by the recordation of this Declaration and the Condominium Plat may be terminated by Deed of Termination executed by all of the unit owners and, in a manner to indicate their consent to such termination, by all persons with recorded encumbrances, including judgment lienors, on the condominium units in the condominium, all in the manner provided in Section 11-123 of the Condominium Act. Any such termination shall be effective only upon the recordation of a Deed of Termination among the Land Records for Prince George's County, Maryland.

ARTICLE X:

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of a condominium. Enforcement of these covenants and restrictions and of the By-Laws attached hereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or to sue for specific performance, or any or all, and against any condominium unit to enforce any lien; and the failure or forbearance by the Council of Unit Owners or the owner of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within Covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 3. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the said Laurel Warehouse, Inc., a Maryland corporation organized and existing under the laws of the State of Maryland, has caused these presents to be executed in

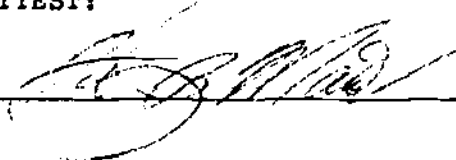
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& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

13011 840-8565

its name by Michael S. Hollins, its President, who was appointed the true and lawful attorney-in-fact to acknowledge and deliver these presents as the Joint Venture's act and deed, all as of the year and day first above written.

ATTEST:

LAUREL WAREHOUSE, INC.

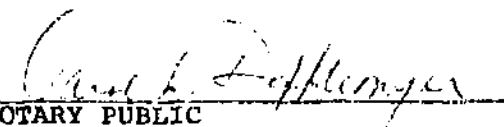


By: Michael S. Hollins  
Michael S. Hollins, President

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on the 5<sup>th</sup> day of May, 1986, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction Michael S. Hollins, personally well known to me (or satisfactorily proven) to be the person named as attorney-in-fact in the foregoing Declaration for Laurel Warehouse, Inc., and he acknowledged the same to be the act and deed of Laurel Warehouse, Inc., a Maryland corporation organized and existing under the laws of the State of Maryland, and acknowledged that the same was executed for the purposes therein contained and delivered the same as such.

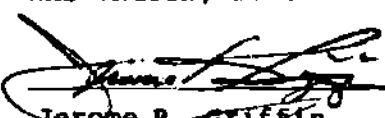
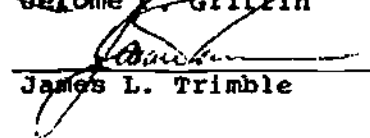
WITNESS my hand and Notarial Seal the year and day first above written.

  
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 1, 1986

The undersigned, Trustees under that certain Deed of Trust dated the 12th day of June, 1985, and recorded the 18th day of June, 1985, in Liber \_\_\_\_\_ at folio \_\_\_\_\_ among the Land Records for Prince George's County, Maryland, securing the interest of The Riggs National Bank of Washington, D.C., a Federal corporation, hereby consent to the within Declaration and to the legal effect and operation thereof, all as of the year and day first above written.

THE RIGGS NATIONAL BANK OF  
WASHINGTON, D.C.

 , Trustee  
 , Trustee

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

6338 278

I HEREBY CERTIFY that on the 6<sup>th</sup> day of May, 1986, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction Jerome P. Griffin and James L. Trimble

Trustees, who are personally well known to me (or satisfactorily proven) to be the persons who executed the foregoing Declaration, Trustees as therein noted and acknowledged the same to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

  
NOTARY PUBLIC

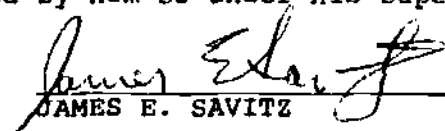
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC, 1987

Pursuant to the provisions and requirements of Section 11.102.1 of The Condominium Act, the undersigned hereby affirm, under penalties of perjury, that the notice requirements of Section 11.102.1 of The Condominium Act, if applicable, have been fulfilled.

By Michael S. Hollins  
Michael S. Hollins

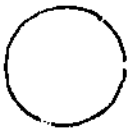
The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

  
JAMES E. SAVITZ

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

(301) 840-8565

ONE METRO PLAZA  
 8100 PROFESSIONAL PLACE LANDOVER, MARYLAND 20785-0450  
 POST OFFICE BOX 1450  
 TELEPHONE (301) 459-9200



6338 279

**BEN DYER ASSOCIATES, INC.**  
 Engineers / Surveyors / Planners

May 8, 1986  
 J-7302i  
 W.O. #29434

## DESCRIPTION

## PHASE I

## WASHINGTON PARK INDUSTRIAL CONDOMINIUM

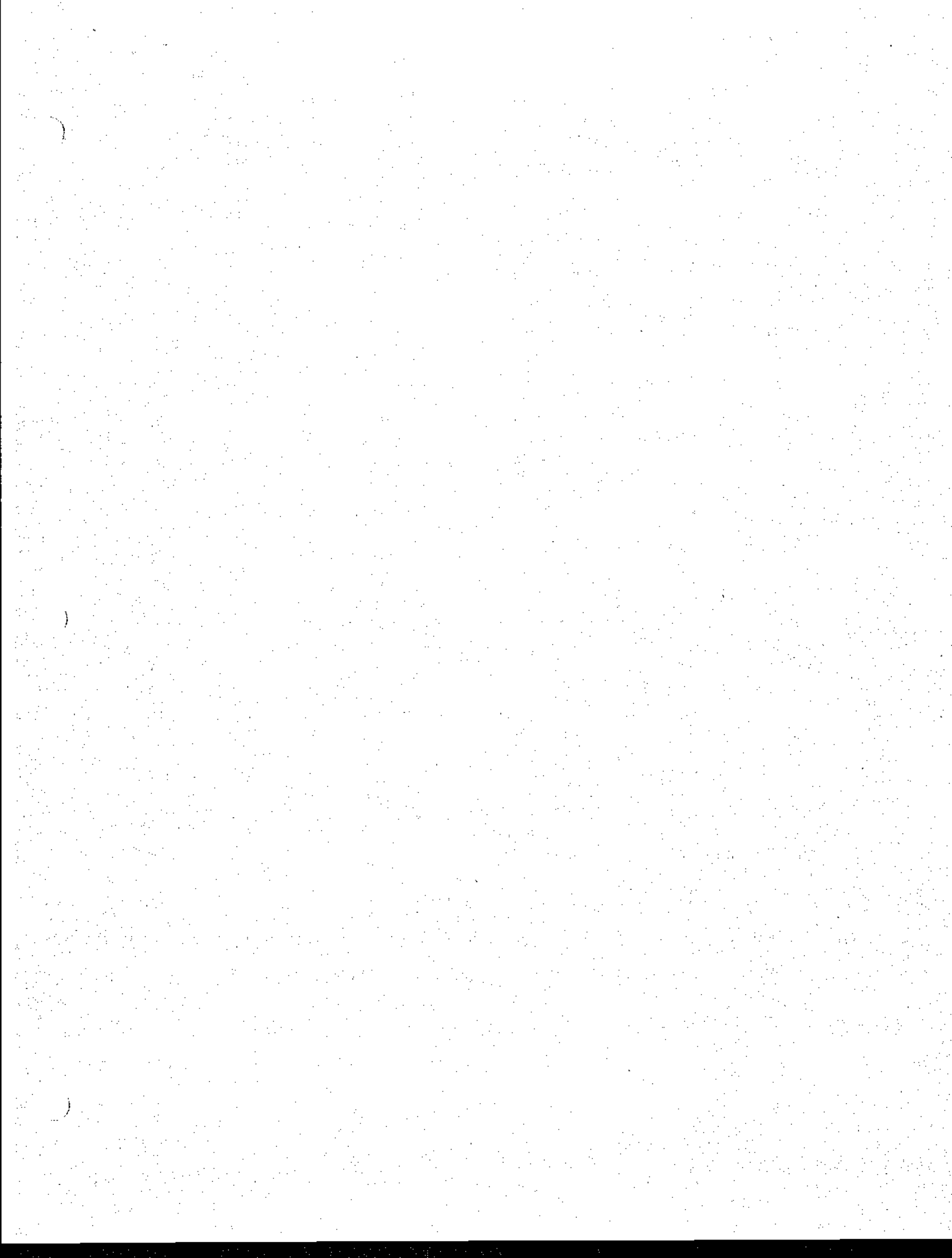
## LAUREL DISTRICT NO. 10

## PRINCE GEORGE'S COUNTY, MARYLAND

.... being part of the lands conveyed by Donald L. Burnham and Gladys Sprinkle, Trustees for Cherry Lane Syndicate, to Laurel Warehouse, Inc., by deed dated June 11, 1985 and recorded among the Land Records of Prince George's County, Maryland, in Liber 6120 at Folio 108, said lands also being part of Parcel Two, as shown on a plat of subdivision entitled, "Parcels Two and Four, Cherry Lane Center," recorded among said Land Records in Plat Book NLP 121 as Plat No. 48, and being more particularly described as follows

BEGINNING for the same at the southeast corner of the aforesaid Parcel Two and running thence with the southerly or South  $70^{\circ}07'46''$  West, 610.66 foot line of said Parcel Two

1. South  $70^{\circ}07'46''$  West, 400.04 feet to a point; thence crossing said Parcel Two
2. North  $13^{\circ}53'41''$  West, 257.28 feet to a point; and
3. North  $70^{\circ}07'46''$  East, 353.09 feet to a point on the easterly or South  $24^{\circ}22'44''$  East, 322.39 foot line of said Parcel Two, said point also being on the westerly right of way line of Cherry Lane, 120 foot wide; thence with said westerly right of way line and with said easterly line of said Parcel Two
4. South  $24^{\circ}22'44''$  East, 256.68 feet to the place of beginning, containing 96,354 square feet or 2.2120 acres of land.



6480 385

FIRST SUPPLEMENTARY DECLARATION OF  
WASHINGTON PARK INDUSTRIAL CONDOMINIUM

THIS FIRST SUPPLEMENTARY DECLARATION made and entered into this 19th day of November, 1986, by LAUREL WAREHOUSE, INC., a corporation organized and existing under the laws of the State of Maryland, whose address is 5828 Hubbard Drive, Rockville, Maryland 20852 (hereinafter and in the Exhibits hereto sometimes called the "Declarant"):

Nov 19 2 49 PM '86

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and buildings constructed or to be constructed thereon (hereinafter called the "Additional Property") located in the County of Prince George's, State of Maryland, and more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, prior to the recordation hereof, the Declarant recorded among the Land Records of Prince George's County, Maryland, in Liber 6338 at folio 267, et seq., a certain Declaration of Washington Park Industrial Condominium (hereinafter called the "Declaration"); and

WHEREAS, the Declarant has previously filed for record in the office of the Clerk of the Court for the Circuit Court of Prince George's County, Maryland, a certain Plat (hereinafter referred to as the "Condominium Plat"), consisting of three (3) sheets, as recorded in Condominium Plat Book <sup>NLP</sup> 127, beginning at Plat Number 38; and

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

(301) 840-8565

11/19/86

6480 386

WHEREAS, by recordation of the Declaration, the Declarant submitted the Property described in said Declaration and Exhibit "A" thereto to the provisions of the Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1981 Repl. Volume and 1984 Supplement) as Condominium; and

WHEREAS, the Declarant retained in the Declaration the absolute right to, on a date prior to the 31st day of December, 1996, annex to the Condominium, as originally established by the Declaration, the Additional Property described in Exhibit "A" which is attached hereto and incorporated by reference, including improvements thereon and appurtenances thereto, thereby submitting the same to each and every provision of the Declaration, any Amendments to the Declaration, and the Act; and

WHEREAS, prior to the recordation hereof, the Declarant has recorded among the aforesaid Land Records a certain Plat entitled "Phase 3 Phasing Plat, Washington Park Industrial Condominium" recorded of even date herewith, in Condominium Plat Book <sup>NLP</sup> 120 at Plat Number 21-23, et seq.; and

WHEREAS, the Declarant intends by the execution and recordation hereof to exercise the aforesaid right to expand the condominium as originally established by the Declaration.

NOW, THEREFORE, the Declarant hereby grants and declares that all the property and Additional Property described in Exhibit "A" which is attached hereto and incorporated herein by reference, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied,

GIMMEL WEJMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

(301) 840-8165



6480 387

improved, hypothecated, and/or encumbered subject to the covenants, restrictions, uses, limitations, allegations, easements, equitable servitudes, charges and liens hereinafter, and in the Declaration of Washington Park Industrial Condominium set forth including the Provisions of the By-Laws of the Council of Unit Owners of Washington Park Industrial Condominium, a copy of which is attached to said Declaration as Exhibit "B", all of which are declared and agreed to be in aid of a plan for establishing the property and the Additional Property as a Condominium and all of which shall be deemed to run with and bind the land and shall inure to the benefit, and be enforceable by, the Declarant and/or any Unit Owner in accordance with the Declaration.

#### ARTICLE I

As of the recordation of this Supplementary Declaration, the Additional Land and all improvements described herein in Exhibit "A" are hereby annexed and made a part of the Condominium, to the same extent as if the Additional Land were fully described in Exhibit "A" of the Declaration and as described in Exhibit "A-2" of the Declaration.

As of the recordation of this Supplementary Declaration, the common elements of the condominium units described in Exhibit "A" attached hereto and made a part hereof, are made a part of the Condominium to the same extent as if they were fully described in the Condominium Plat attached to the Declaration and the Exhibits thereto.

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 300  
GAITHERSBURG,  
MARYLAND 20877

(301) 840-8163

6480 388

As of the recordation of this Supplementary Declaration, each Unit in the Condominium shall have the Percentage Interest in the common elements and votes as set forth in Exhibit "C-4" which was attached to the Declaration. The Declarant hereby notes for public record that because of minor variances in construction, the square footage and percentage interest as it relates to the property described in Exhibit "A" as attached hereto and incorporated herein by reference, contains minor variations from one another and, therefore, the Percentage Interest as determined by the actual square footage for the property described in Exhibit "A" attached hereto shall have minor variations from the Percentage Interest as described on Exhibit "C-4" of the Declaration. The Declarant warrants that no variations shall exceed one-tenth (.10) of a percent.

#### ARTICLE II

Section 1. Severability. Invalidation of any part of this Supplementary Declaration by judgment, decree, or order, shall in no way affect any other provisions hereof, each of which shall remain in full force and effect. The provisions of this Supplementary Declaration shall be liberally construed so as to effect the expansion of the Condominium as contemplated by the Act and the Declaration.

Section 2. Captions. The captions contained in this Supplementary Declaration are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration.

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

(301) 840-8565

6480 389

Section 3. Definitions. Unless specified herein to the contrary, the defined terms used herein shall have the same meaning as in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this writing to be executed in its name and on its behalf on the day and year first above written.

ATTEST:

LAUREL WAREHOUSE, INC.  
Declarant

Colleen J. Wilcox  
Witness

By: Michael S. Hollins (SEAL)  
MICHAEL S. HOLLINS  
President

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on the 4<sup>th</sup> day of SEPTEMBER, 1986, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction MICHAEL S. HOLLINS, personally well known to me (or satisfactorily proven) to be the person named as attorney-in-fact in the foregoing Supplementary Declaration for Laurel Warehouse, Inc., and that he acknowledged the same to be the act and deed of Laurel Warehouse, Inc., a Maryland corporation organized and existing under the laws of the State of Maryland, and acknowledged that the same was executed for the purposes therein contained and delivered the same as such.

Witness my hand and Notarial Seal the day and year first above written.

Carol L. Dofflemeyer  
Notary Public  
CAROL L. DOFFLEMYER  
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 1, 1990

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

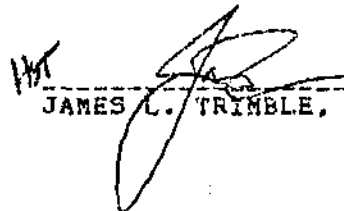
(301) 840-8565

6480 330

The undersigned, Trustees under that certain Deed of Trust dated the 12th day of June, 1985, and recorded the 18th day of June, 1985, in Liber 6120 at folio 110 among the Land Records of Prince George's County, Maryland, securing the interest of The Riggs National Bank of Washington, D.C., a Federal corporation, hereby consent to the within Supplementary Declaration and to the legal effect and operation thereof, all as of the year and day first above written.

THE RIGGS NATIONAL BANK OF WASHINGTON, D.C.

  
-----  
JEROME P. GRIFFIN, Trustee


  
-----  
JAMES L. TRIMBLE, Trustee

STATE OF MARYLAND

COUNTY ~~OF~~ CITY OF WASHINGTON  
DISTRICT OF COLUMBIA

I HEREBY CERTIFY that on the 9 day of SEPTEMBER, 1986, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction JEROME P. GRIFFIN and JAMES L. TRIMBLE, Trustees, personally well known to me (or satisfactorily proven) to be the persons who executed the foregoing Supplementary Declaration, and acknowledged the same to be their act and deed and that the same was executed for the purposes therein contained.

Witness my hand and Notarial Seal the day and year first above written.

  
-----  
Notary Public

My Commission Expires: MAY 31, 1991.

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

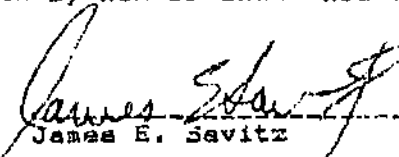
(301) 810-8165

6480 391

Pursuant to the provisions and requirements of Section 11.102.1 of The Condominium Act, the undersigned hereby affirms, under penalty of perjury, that the notice requirements of Section 11.102.1 of The Condominium Act, if applicable, have been fulfilled.

  
-----  
Michael S. Hollins

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

  
-----  
James E. Savitz

GIMMEL, WEIMAN  
& SAVITZ, P.A.  
ATTORNEYS AT LAW  
444 N. FREDERICK AVE.  
SUITE 200  
GAITHERSBURG,  
MARYLAND 20877

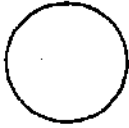
J3-WPARK1:08/29/86

(301) 940-8563

ONE METRO PLAZA  
8100 PROFESSIONAL PLACE, LANDOVER, MARYLAND 20785-0450  
POST OFFICE BOX 1450  
TELEPHONE (301) 459-9200

6480 392

EXHIBIT "A"



**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners

May 8, 1986  
J-73021  
W.O. #29434

DESCRIPTION

PHASE I

WASHINGTON PARK INDUSTRIAL CONDOMINIUM  
LAUREL DISTRICT NO. 10

PRINCE GEORGE'S COUNTY, MARYLAND

.... being part of the lands conveyed by Donald L. Burnham and Gladys Sprinkle, Trustees for Cherry Lane Syndicate, to Laurel Warehouse, Inc., by deed dated June 11, 1985 and recorded among the Land Records of Prince George's County, Maryland, in Liber 6120 at Folio 108, said lands also being part of Parcel Two, as shown on a plat of subdivision entitled, "Parcels Two and Four, Cherry Lane Center," recorded among said Land Records in Plat Book NLP 121 as Plat No. 48, and being more particularly described as follows

BEGINNING for the same at the southeast corner of the aforesaid Parcel Two and running thence with the southerly or South 70°07'46" West, 610.66 foot line of said Parcel Two

1. South 70°07'46" West, 400.04 feet to a point; thence crossing said Parcel Two
2. North 75°38'48" West, 297.20 feet to a point, and
3. North 70°07'46" East, 353.08 feet to a point on the easterly or South 24°22'44" East, 322.39 foot line of said Parcel Two, said point also being on the westerly right of way line of Cherry Lane, 120 foot wide; thence with said westerly right of way line and with said easterly line of said Parcel Two
4. South 24°22'44" East, 256.68 feet to the place of beginning, containing 96,354 square feet or 2.2120 acres of land.

ONE METRO PLAZA  
8100 PROFESSIONAL PLACE, LANDOVER, MARYLAND 20785-0480  
POST OFFICE BOX 1450  
TELEPHONE (301) 459-9200

6480 393

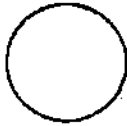


EXHIBIT "A-1"

**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners

May 8, 1986  
J-73021  
W.O. #29434

DESCRIPTION

PHASE II

WASHINGTON PARK INDUSTRIAL CONDOMINIUM  
LAUREL DISTRICT NO. 10

PRINCE GEORGE'S COUNTY, MARYLAND

... being part of the lands conveyed by Donald L. Burnham and Gladys Sprinkle, Trustees for Cherry Lane Syndicate, to Laurel Warehouse, Inc., by deed dated June 11, 1985 and recorded among the aforesaid Land Records of Prince George's County, Maryland, in Liber 6120 at Folio 108, said lands also being part of Parcel Two, as shown on plat of subdivision entitled "Parcels Two and Four, Cherry Lane Center," recorded among said Land Records in Plat Book NLP 121 as Plat No. 48, and being more particularly described as follows

BEGINNING for the same at a point on the westerly right of way line of Cherry Lane, 120 foot wide, as shown on the aforesaid plat, said point also being on the easterly or South 24°22'44" East, 322.39 foot plat line of the aforesaid Parcel 2, distant 256.68 feet northerly from the southerly end thereof, and running thence across said Parcel 2

1. South 70°07'46" West, 353.08 feet to a point; and
2. South 13°53'41" East, 257.28 feet to a point on the southerly or South 70°07'46" West, 610.66 foot line of said Parcel 2; thence with part of said line
3. South 70°07'46" West, 210.62 feet to the southwest corner of said Parcel 2; thence continuing with the outline of said Parcel 2
4. North 12°47'14" West, 378.40 feet to the northwest corner of said Parcel 2; and
5. North 70°07'46" East, 216.50 feet to a point; thence crossing said Parcel 2
6. South 19°52'14" East, 59.63 feet to a point; and
7. North 70°07'46" East, 322.59 feet to a point on said westerly right of way line of Cherry Lane; thence with said westerly line
8. South 24°22'44" East, 60.18 feet to the place of beginning, containing 99,540 square feet or 2.2851 acres of land.

ONE METRO PLAZA  
8100 PROFESSIONAL PLACE LANDOVER MARYLAND 20785-0001  
POST OFFICE BOX 1450  
TELEPHONE (301) 459-9200

6480 394

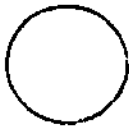


EXHIBIT "A-2"

**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners

May 8, 1986  
J-73021  
W.O. #29434

DESCRIPTION

PHASE 111

WASHINGTON PARK INDUSTRIAL CONDOMINIUM  
LAUREL DISTRICT NO. 10

PRINCE GEORGE'S COUNTY, MARYLAND

.... being part of the lands conveyed by Donald L. Burnham and Gladys Sprinkle, Trustees for Cherry Lane Syndicate, to Laurel Warehouse, Inc., by deed dated June 11, 1985 and recorded among the Land Records of Prince George's County, Maryland, in Liber 6120 at Folio 108, said lands also being part of Parcel Two, as shown on a plat of subdivision entitled, "Parcels Two and Four, Cherry Lane Center," recorded among said Land Records in Plat Book NLP 121 as Plat No. 48, and being more particularly described as follows

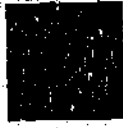
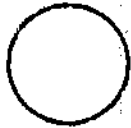
BEGINNING for the same at the northeast corner of the aforesaid said Parcel Two, said northeast corner also being on the westerly right of way line of Cherry Lane, 120 feet wide, and running thence with said westerly right of way line

1. 109.34 feet along the arc of a curve, deflecting to the right having a radius of 894.94 feet and a chord bearing South 27°52'44" East, 109.27 feet to a point of tangency; and
2. South 24°22'44" East, 5.53 feet to a point; thence crossing said Parcel Two
3. South 70°07'46" West, 322.59 feet to a point; and
4. North 19°52'14" West, 59.63 feet to a point on the northerly or North 70°07'46" East, 446.83 foot line of said Parcel Two; thence with a part of said line and with the northerly or North 34°54'25" East, 93.78 foot line of said Parcel Two
5. North 70°76'46" East, 230.33 feet to a point; and
6. North 34°54'25" East, 93.78 feet to the place of beginning, containing 21,405 square feet or 0.4918 of an acre of land.



ONE METRO PLAZA  
8100 PROFESSIONAL PLACE, LANDOVER, MARYLAND 20785-0450  
POST OFFICE BOX 1450  
TELEPHONE (301) 459-8200

6480 395



**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners

"EXHIBIT C-1"

WASHINGTON PARK INDUSTRIAL CONDOMINIUM

PHASE II

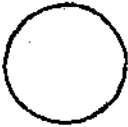
BUILDING NO. 2

\*\*\*\*\*

<u>UNIT NO.</u>	<u>% OF BUILDING SQUARE FOOTAGE</u>
#8647	8.49
8649	8.30
8651	8.35
8653	8.26
8655	8.27
8657	8.35
8659	8.30
8661	8.35
8663	8.25
8665	8.34
8667	8.36
8669	8.38
TOTAL - BUILDING NO. 2	100.00

ONE METRO PLAZA  
8100 PROFESSIONAL PLACE, LANDOVER, MARYLAND 20785-0450  
POST OFFICE BOX 1450  
TELEPHONE (301) 439-9200

6480 396



**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners

Revised: 8-21-86

"EXHIBIT C-2"

WASHINGTON PARK INDUSTRIAL CONDOMINIUM

PHASE III

BUILDING NO. 3

<u>UNIT NO.</u>	<u>Approximate % OF BUILDING SQUARE FOOTAGE</u>
#8631	12.55
8633	12.46
8635	12.51
8637	12.46
8639	12.51
8641	12.51
8643	12.46
8645	12.54
TOTAL BUILDING NO. 3	100.00

ONE METRO PLAZA  
8100 PROFESSIONAL PLACE, LANDOVER, MARYLAND 20785-0450  
POST OFFICE BOX 1450  
TELEPHONE (301) 459-8900

6480 397



**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners

"EXHIBIT C-3"

WASHINGTON PARK INDUSTRIAL CONDOMINIUM

PHASES I AND II

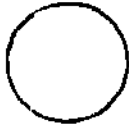
BUILDING NO. 1 AND NO. 2

\*\*\*\*\*

<u>UNIT NO.</u>	<u>% OF BUILDING SQUARE FOOTAGE</u>
#8647	4.28
8649	4.15
8651	4.18
8653	4.12
8655	4.13
8657	4.18
8659	4.15
8661	4.18
8663	4.12
8665	4.16
8667	4.18
8669	4.23
8671	4.33
8673	4.15
8675	4.18
8677	4.15
8679	4.12
8681	4.18
8683	4.15
8685	4.18
8687	4.12
8689	4.15
8691	4.18
8693	4.05
TOTAL OF BUILDINGS NO. 1 and NO. 2	100.00

ONE METRO PLAZA  
8100 PROFESSIONAL PLACE, LANDOVER, MARYLAND 20785-0480  
POST OFFICE BOX 1450  
TELEPHONE (301) 459-9200

6480 398



**BEN DYER ASSOCIATES, INC.**  
Engineers / Surveyors / Planners

Revised: 8-21-86

"EXHIBIT C-4"

WASHINGTON PARK INDUSTRIAL CONDOMINIUM

PHASES I, II AND III

BUILDING NOS. 1, 2 AND 3  
\*\*\*\*\*

<u>UNIT NO.</u>	<u>APPROXIMATE % OF BUILDING SQUARE FOOTAGE</u>
#8631	1.73
8633	1.71
8635	1.71
8637	1.71
8639	1.71
8641	1.71
8643	1.71
8645	1.72
8647	3.67
8649	3.59
8651	3.61
8653	3.57
8655	3.57
8657	3.61
8659	3.59
8661	3.61
8663	3.56
8665	3.60
8667	3.61
8669	3.62
8671	3.70
8673	3.59
8675	3.61
8677	3.59
8679	3.56
8681	3.61
8683	3.59
8685	3.61
8687	3.56
8689	3.59
8691	3.61
8693	3.46
TOTAL OF BUILDINGS NO. 1, NO. 2 AND NO. 3	100.00