

EASEMENT AGREEMENT AND DECLARATION

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Michael THIS AGREEMENT AND DECLARATION, made this *11* day of *March*, 1985, by and between OLD GEORGETOWN ASSOCIATES, a Maryland limited partnership (hereinafter, with its successors and assigns sometimes called "Declarant"), and the OLD GEORGETOWN VILLAGE HOMEOWNERS ASSOCIATION, INC., a Maryland non-profit corporation formed to act as the homeowners' association for the Residences hereinafter described (hereinafter, with its successors in interest and assigns referred to as the "Association").

MISC. 41.00

WITNESSETH:

WHEREAS, Declarant is now the owner of that certain parcel of land situate in Montgomery County, Maryland, described below and the Recreational Facilities erected thereon (described below) including the walkways affording access thereto from the aforesaid Residences; and

WHEREAS, Declarant desires to hereby establish and create perpetual easements and rights, for the benefit of the Association and its members and their tenants, guests and invitees, to the use of said Recreational Facilities and the means of pedestrian and vehicular access thereto, upon and subject to the terms and provisions herein set forth.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration paid by the Association to Declarant, receipt and sufficiency of which are hereby acknowledged, the Declarant for itself and its successors in interest and assigns does hereby covenant and agree as follows:

1. Recitals.

(A) The members of the Association comprise the owners of the residences in Old Georgetown Village, Montgomery County, Maryland (the "Dwellings").

(B) Declarant now owns the land in Montgomery County, Maryland, described on Exhibit "A" hereto annexed and made part hereof (the "Recreational Land") and the swimming pool and related facilities, tennis courts and multi-purpose court erected thereon (the "Recreational Facilities") and the paved walkways and roadways thereon affording means of access to said facilities (the "Accessways") from the Residences.

The foregoing Recitals are made a part hereof.

2. Grant of Easements. The Declarant, for itself and its successors and assigns, does hereby reserve, establish, declare, grant and convey to the Association and the present and future members thereof (comprising the present and future owners of the Residences) and their successors in interest and assigns from time to time owning said Residences, (collectively, the "Grantees"), for the use and benefit of said Grantees and their tenants, guests and invitees, the perpetual, irrevocable,

Parcel I.D. #	4-43-1818662	4-43-1797331
	4-43-1818673	4-43-1815203
	4-43-1818684	4-43-1881218
	4-43-1881685	4-43-1818695

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mutual, reciprocal and non-exclusive rights, easement, right-of-way, and privilege (collectively, the "Easement") for the use and enjoyment, in common with all other persons from time to time entitled thereto, of the Recreational Facilities and the means of ordinary pedestrian and vehicular access thereto from the Residences by, over, across and through the Accessways. The Easements hereby created shall create and constitute mutual and reciprocal benefits and servitudes upon the Recreational Land, Recreational Facilities and Accessways (the "Servient Estate"), and shall be construed as covenants running with said properties affected thereby. This instrument shall create privity of contract and estate with and among all present and future owners of the Servient Estate and of the Residences or any portions thereof, their heirs, personal representatives, successors and assigns from time to time owning all or any portions of said Servient Estate and Residences, respectively.

3. Operation; Fees and Charges; Rules and Regulations.

(A) The owner from time to time of the Servient Estate shall be charged with the duty and obligation to and will maintain and operate the Recreational Facilities and Accessways at all times during the appropriate seasons of each year, including all necessary repairs and replacements thereof, and the provision of all services legally or actually required therefor; including, without limitation, filling and draining, tiling and retiling, plumbing, electrical maintenance and installations, painting, disinfecting, lifeguards management services, sodding and seeding, care of landscaping, licensing, lighting, cleaning, water and sanitary sewer service, and provisions of public liability and other appropriate insurance (collectively, "Operating Services").

(B) The owner of the Recreational Facilities providing the aforesaid Operating Services (the "Owner") shall have the right to charge individual members of the Association who elect from time to time to use the Recreational Facilities, annual or other fees or charges to cover the reasonable and proper costs of owning the Recreational Facilities and of providing the Operating Services therefor; provided that such fees and charges are established and charged on a fair and equitable pro rata basis among all users of the Recreational Facilities (including the members of the Association electing to make use of the Recreational Facilities, and all other parties making use thereof). The Owner may bar the use of the Recreational Facilities by any person who fails to pay his proper share of the amounts billed for said Operating Services within thirty (30) days after the due date of any such billing.

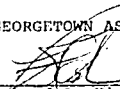
(C) The Owner reserves the right to establish and enforce reasonable rules and regulations of uniform application to all persons using the Recreational Facilities which are not inconsistent with the provisions of this instrument, governing the use of the Recreational Facilities; provided that such rules and regulations shall not terminate or materially interfere with the Easement and rights hereby established in favor of the Grantees.

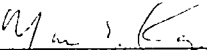
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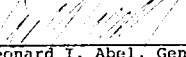
4. General Provisions. This instrument shall be construed under the laws of the State of Maryland. The provisions hereof shall bind, and inure to the benefit of, the Declarant and the Grantees and their respective heirs, personal representatives, successors and assigns. However, the covenants, agreements, duties, liabilities and obligations of the Declarant shall be binding on it only during such period of time while it owns the Recreational Land; it being expressly agreed that the Declarant and its successors in interest from time to time owning said Recreational Land shall be automatically fully and forever relieved and released of all of their covenants, duties, liabilities, agreements and obligations hereunder when it or they cease to own the Recreational Land, and that such covenants, duties, liabilities, agreements and obligations of Declarants hereunder shall automatically pass to and devolve and be binding upon the party or parties from time to time owning the Recreational Land or any part thereof during the period of such ownership. Nothing herein contained shall create any partnership, or principal and agent relationship, between Declarant and the Grantees or their successors in interest or assigns. Nothing herein contained shall confer any rights or easements in favor of the public generally; and the Declarant reserves and shall have the right to close temporarily (but not for more one day in each calendar year) all means of access to the Recreational Facilities in order to prevent the vesting of any rights therein in the public. This instrument shall not be deemed to be merged, extinguished or terminated by reason of common ownership of the Servient Estate or any part thereof by Declarant, its successors or assigns or any future owner(s) thereof. This instrument may not be terminated, waived or amended in any respect without the prior written consent of the Declarant and the Association or their respective successors in interest. The rights of the Grantees hereunder may be enforced by the Association and/or its members or the owners of the Residences or any of them, by any and all legal and/or equitable remedies (but not by any tenant of the Residences).

WITNESS the execution hereof by the Declarant on the date first hereinabove written.

OLD GEORGETOWN ASSOCIATES

By:  (SEAL)
Richard A. Kirstein, General Partner

By:  (SEAL)
Marvin L. Kay, General Partner

By:  (SEAL)
Leonard I. Abel, General Partner

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DISTRICT OF COLUMBIA, SS:

I, Sharon M. Edwards, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that before me therein personally appeared RICHARD A. KIRSTEIN, MARVIN L. KAY and LEONARD I. ABEL, who are personally well known to me to be the persons named in and who executed the foregoing and annexed instrument dated the 19th day of March, 1985, and acknowledged that they executed same in their capacities and for the purposes therein set forth as the act and deed of OLD GEORGETOWN ASSOCIATES, a Maryland limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 19th day of March, 1985.

Sharon M. Edwards
Notary Public
Sharon M. Edwards

My commission expires: 1/30/88

EXHIBIT "A"
DESCRIPTION FOR
CONDOMINIUM SUBDIVISION
OLD GEORGETOWN VILLAGE

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Being certain Parcels of land located in Montgomery County, Maryland and the improvements thereon, previously recorded in Old Georgetown Village Flats as Parcel L, Block A in Plat Book 107 at Plat 12331; Parcels E, F, G, and H (Commonwealth Drive), Block A in Plat Book 104 at Plat 11900; Parcel K (Commonwealth Drive), Block A in Plat Book 107 at Plat 12330; Parcel C (Commonwealth Drive), Block A in Plat Book 104 at Plat 11850; Parcel B (Commonwealth Drive) Block A in Plat Book 103 at Plat 11713; excluding public use dedication on Parcel F for proposed Executive Blvd. as recorded in Liber 5188 at Folio 875 and being more particularly described as follows:

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

1. S 48° 48' 05" E 41.43 feet, thence running with Parcel F property line
2. S 03° 46' 05" E 424.50 feet, thence
3. S 11° 25' 59" W 374.14 feet to a common point with Parcel L, thence running with Parcel L property line
4. S 09° 18' 55" E 243.29 feet, thence
5. S 36° 41' 34" W 89.20 feet, thence
6. S 14° 06' 48" W 173.67 feet, thence
7. S 01° 55' 26" E 342.00 feet to a common point with Edson Lane, thence running with the common property line of Parcel L and Edson Lane
8. S 86° 01' 55" W 565.86 feet, thence
9. S 86° 01' 55" W 10.00 feet to a point common with Parcel K, thence running with Parcel K
10. S 86° 01' 55" W 32.34 feet to a common point with Parcel J, thence running with the common line of Parcel J and Parcel K
11. N 03° 58' 05" W 239.50 feet to a point common with Parcel H, thence running with the property line of Parcel H
12. N 03° 58' 05" W 147.00 feet to the common point with Parcel I, thence
13. N 03° 58' 05" W 87.76 feet, thence
14. 291.77 feet along the arc of a curve, deflecting to the right, having a radius of 624.34 feet and a chord bearing of N 08° 57' 40" E, 279.39 feet to a common point with Parcel C and Parcel D, thence running with Parcel C property line

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15. 147.44 feet along the arc of a curve, deflecting to the right, having a radius of 624.34 feet and a chord bearing of N 28° 39' 19" E, 147.10 feet to a common point with Parcel E, thence along the Parcel E and Parcel D property line
16. S 79° 17' 29" W 13.86 feet, thence
17. N 56° 50' 17" W 41.62 feet, thence
18. 145.81 feet along the arc of a curve, deflecting to the left, having a radius of 225.00 feet and a chord of N 75° 24' 11" W, 143.27 feet, thence
19. S 86° 01' 55" W 83.87 feet, thence
20. N 03° 58' 05" W 61.67 feet, thence
21. N 86° 01' 55" E 3.00 feet, thence
22. N 03° 58' 05" W 22.67 feet, thence
23. N 86° 01' 55" E 7.00 feet, thence
24. N 03° 58' 05" W 22.67 feet, thence
25. S 86° 01' 55" W 5.00 feet, thence
26. N 03° 58' 05" W 37.00 feet, thence
27. S 86° 01' 55" W 43.86 feet, thence
28. N 22° 14' 39" E 152.46 feet, thence
29. N 05° 27' 49" W 49.25 feet, thence
30. N 67° 45' 21" W 175.67 feet to a point on the easterly right of way line of Old Georgetown Road, thence along said right of way
31. N 19° 22' 56" E 75.32 feet, thence
32. N 14° 16' 29" E 50.49 feet, thence
33. N 01° 26' 16" E 53.49 feet, thence
34. N 22° 14' 40" E 91.00 feet, thence
35. N 53° 23' 57" E 65.82 feet to a point on Nicholson Lane right of way, thence with said right of way
36. N 86° 11' 55" E 24.00 feet to a point common with Parcel A, thence along the common Parcel E and Parcel A property line
37. S 17° 23' 16" W 122.64 feet, thence
38. S 03° 48' 05" E 70.00 feet, thence
39. N 86° 11' 55" E 70.00 feet, thence
40. S 03° 48' 05" E 161.00 feet, thence
41. N 86° 11' 55" E 230.00 feet, thence
42. S 03° 48' 05" E 105.00 feet, thence
43. S 41° 29' 13" E 128.46 feet, thence
44. N 86° 11' 55" E 111.00 feet, thence
45. S 44° 48' 05" E 8.66 feet to a point common with Parcel B, thence along the common Parcel A and Parcel B property line
46. N 45° 11' 55" E 99.08 feet, thence
47. 193.78 feet along the arc of a curve, deflecting to the left, having a radius of 226.59 feet and a chord of N 20° 41' 55" E 187.93 feet, thence
48. N 03° 48' 05" W 322.54 feet to a point common with Nicholson Lane, thence along Nicholson Lane
49. N 86° 11' 55" E 52.34 feet to a point common with Parcel F, thence
50. N 86° 11' 55" E 209.40 feet to the point of beginning, containing 1,003,279.47 square feet or 23.03213 acres of land, more or less.

EXCLUDING THE FOLLOWING PARCEL OF LAND:

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

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

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

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