

KNOWING WHO DOES WHAT CAN HELP MAKE LIFE EASIER!

We receive many telephone calls from homeowners with day-to-day questions and needs. These calls are often for situations which are not handled by the Flower Hill Central Corporation and we have to direct the caller elsewhere. In order to help you to know where to call for help with problems, questions or requests, we have compiled a list of who's who around the Flower Hill Community. Every homeowner in Flower Hill belongs to two (2) associations. The Flower Hill Central Corporation, and the individual sub-association for the neighborhood in which they live. Each association has its own Board of Directors, its own set of rules, its own budget and expenses and its own separate responsibilities. Each of the associations has a set of governing documents which create the authority and responsibility of the Boards of Directors. You should have received a copy of this set of documents when you purchased your home and should take some time to review the document, as there are legal requirements for homeowners contained in the documents as well. If you should need a copy they are for sale at the Flower Hill Office. Hopefully, this explanation will help everyone to understand the role of each of the entities.

FLOWER HILL CENTRAL CORPORATION The Flower Hill Central Corporation is the "umbrella" association over all the neighborhoods in the Flower Hill community. What does this mean? It means that the Flower Hill Central Corporation is the one association to which **all** homeowners in the community belong. It is responsible for the maintenance of all recreational facilities, including the pool, playgrounds, ponds and community center and also maintains the landscaping in the common areas around the community. It also collects the fees for the Central Corporation as well as for the sub associations.

What to call FHCC for: questions on fees, payments or changing your address; request for a resale package when selling your home; rental of the community center; obtaining pool passes; reporting problems with recreational facilities; request for landscape maintenance on common areas; snow removal on common areas; and anything which would come under the jurisdiction and authority of the FHCC.

Linda Zimmerman works in the office at Flower Hill. She is responsible for renting the community center, making a calendar of events at the community center, issuing resale packages and pool passes, and generally handling the affairs of the Flower Hill community center. She may be reached at 301-670-9393.

Presently we are self-managed so the FHCC office also (unless management company is hired) oversees work done by contractors around the community. Association Bookkeepers Services attends to all of the collection of fees from homeowners and do the bookkeeping, work with the Board of Directors in areas of its concern.

SUB-ASSOCIATIONS- Each homeowner in Flower Hill also belongs to a separate sub-association for the particular neighborhood in which they live. Part of the fees paid each year goes to the sub associations to administer the operation of the individual neighborhoods. Each sub association has its own Board of Directors, and makes and enforces its own set of rules particular to the individual community.

What to call your Sub association for: complaints on problems or behavior within the sub association, such as with your neighbor; parking questions; trash accumulations; request for architectural change to the exterior of your home; pet complaints; and anything which would come under the jurisdiction and authority of the sub association.

A Board of Directors governs each sub association and their names and numbers are available from the Flower Hill Office.

2008 Budget		
Income		
Operating Income		
06310	Assessments	\$ 680,195.36
06903	Administrative Fees	10,000.00
Other Income		
06315	Community Center Rental Income	28,000.00
06910	Interest/Dividend Income	30,000.00
06920	Miscellaneous Income	5,000.00
Total Income:		753,195.36
Expenses		
Fixed Contract Expenses		
07925	Alarm System	410.00
07920	Community Patrol (Courtesy Patrol)	75,000.00
09610	Landscape	104,858.00
07010	Bookkeeping	18,168.00
08200	Pool	76,050.00
09700	Community Center Trash Removal	4,947.48
09710	Trash Can Service	6,000.00
08350	Heat Pump Maintenance*	1,712.00
Other Contract Expenses		
07910	Community Center Cleaning	15,500.00
07450	Copier Maintenance	2,227.88
Administrative Expenses		
07300	Payroll Service Expenses	1,450.00
07140	Audit/Tax Returns	4,600.00
07270	Bad Debt	4,000.00
07880	Bank Charges	500.00
07015	Employee Insurance	-
07100	Employee FICA Expense	5,661.00
07280	FHCC Insurance	28,000.00
08130	Depreciation Expense	-
07120	FUTA/MUTA Taxes Payable	300.00
07160	Legal Fees (Collections)	4,500.00
07170	Legal Fees (General Representation)	2,000.00
07890	Miscellaneous Expense	4,800.00
07320	Office Expense	8,000.00
07260	Postage	8,000.00
07444	Printing	6,000.00
07180	Professional Development	1,000.00
07190	Professional Fees	1,000.00
07000	Salaries	74,000.00
07350	Web Site	300.00
Utilities		
07500	Electric	55,000.00
07250	Telephone	4,500.00
07600	Water/Sewer	12,000.00
Maintenance and Repairs		
08150	Community Ctr Maintenance and Repa	10,000.00
09190	Landscape Maintenance and Repair	25,000.00
09090	Lighting Maintenance and Repair	5,000.00
08250	Pool Maintenance and Repair	15,000.00
09100	Miscellaneous Maintenance and Repair	4,000.00
Furniture and Equipment		
08100	Community Center	7,200.00
08125	Office	500.00
08300	Pool	4,000.00
Taxes		
07440	Real Property Consolidated Taxes	2,500.00
07431	Income Taxes (State)	3,500.00
07430	Income Taxes (Federal)	4,500.00
Fund Contributions		
06990	Capital Reserve	91,511.00
09800	Snow Removal	30,000.00
06970	Capital Improvements	-
06980	Capital Reserve interest and Dividends	20,000.00
Total Expenses		753,195.36
Surplus/Deficit		\$ -
Annual Ass.		\$341.98

Memorandum

To: All New Owners
From: Linda Zimmerman, Community Service Director
Date: 1/2/2006
Re: Annual Dues amounts and Budget information for the sub association

The sub association you are inquiring about did not respond to Flower Hill Central's requests to provide a 2006 budget copy. You will need to contact the Board President for a copy of the 2006 budget for the sub association.

11/07/06

FHC Corp.
8100 Mt. Laurel Ln.
Gaithersburg, MD 20879

Dear Linda-

Please set dues for each home
at 18⁰⁰ per year, I have not been
able to get you a budget. Will
as soon as Board can meet.

Thanks,

Barbara J. Pettit
Treasurer
The Courts of Flower Hill
Homeowner Assoc., Inc
8100 Mt Laurel Lane
Gaithersburg, MD
20879

No 2007 Budget

For THE COURTS.

Pls. CONTACT THE COURTS

FOR MORE INFORMATION,

FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT

COURTS OF FLOWER HILL
HOMEOWNERS ASSOCIATION, INC.

DECEMBER 31, 2005

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DOUGLAS COREY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6601 LITTLE RIVER TURNPIKE, SUITE 440

ALEXANDRIA, VIRGINIA 22312

(703) 354-2900 • FAX (703) 354-2606

E-MAIL: coreycpa@coreycpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Courts of Flower Hill Homeowners Association, Inc.

We have audited the accompanying balance sheet of Courts of Flower Hill Homeowners Association, Inc. as of December 31, 2005, and the related statements of revenues and expenses, changes in members' equity, and cash flows for the year then ended. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Courts of Flower Hill Homeowners Association, Inc. as of December 31, 2005, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Courts of Flower Hill Homeowners Association, Inc. has not conducted a formal study estimating the remaining lives and replacement costs of the common property and, therefore, has not presented the schedule of funds designated for future major repairs and replacements that the American Institute of Certified Public Accountants has determined is required to supplement, although not required to be a part of, the basic financial statements.

September 29, 2006

Douglas Corey & Associates, P.C.

The Courts of Flower Hill Homeowners Association, Inc.
Balance Sheet
December 31, 2005
(See Independent Auditor's Report and notes to financial statements)

Assets

Current Assets

Cash and cash equivalents	\$ 50,193
Assessments receivable	298
Prepaid taxes	<u>185</u>
	<u>\$ 50,676</u>

Liabilities and Members' Equity

Current Liabilities

Deferred assessments	\$ 734
Members' Equity	<u>49,942</u>
Total Liabilities and Members' Equity	<u>\$ 50,676</u>

The Courts of Flower Hill Homeowners Association, Inc.
Statement of Revenues and Expenses
For the year ended December 31, 2005
(See Independent Auditor's Report and notes to financial statements)

Revenues	
Assessments - Homeowners	\$ 3,342
Interest income	<u>473</u>
	3,815
Expenses	
Insurance	1,422
Audit	1,050
Dues	365
Miscellaneous	40
Taxes	<u>15</u>
	<u>2,892</u>
Excess of revenues over expenses	<u><u>\$ 923</u></u>

The Courts of Flower Hill Homeowners Association, Inc.
Statement of Changes in Members' Equity
For the year ended December 31, 2005
(See Independent Auditor's Report and notes to financial statements)

Balance, beginning of year	\$ 49,019
Excess of revenues over expenses	<u>923</u>
Balance, end of year	<u><u>\$ 49,942</u></u>

The Courts of Flower Hill Homeowners Association, Inc.
Statement of Cash Flows
For the year ended December 31, 2005
 (See Independent Auditor's Report and notes to financial statements)

Cash flows from operating activities:	
Excess of revenues over expenses	\$ 923
Adjustments to reconcile excess of revenues over expenses to net cash provided (used) by operating activities:	
(Increase) decrease in receivables	909
(Increase) decrease in prepaid taxes	15
Increase (decrease) in deferred assessments	<u>(407)</u>
Net cash provided (used) by operating activities	1,440
Cash and cash equivalents, beginning of year	<u>48,753</u>
Cash and cash equivalents, end of year	<u><u>\$ 50,193</u></u>
Supplemental disclosures of cash flow information:	
Cash paid during the year for:	
Income taxes	<u><u>\$ -</u></u>
Interest expense	<u><u>\$ -</u></u>

Courts of Flower Hill Homeowners Association, Inc.
Note to Financial Statements
December 31, 2005
(See Independent Auditor's Report)

Note A - Summary of Accounting Policies

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Method of Accounting

The Association maintains its books and prepares its financial statements on the accrual basis of accounting in accordance with generally accepted accounting principals of the United States of America.

2. Nature of Association

Courts of Flower Hill Homeowners Association, Inc. (the Association) was incorporated in 1984 under the laws of Maryland, to provide for the maintenance, preservation, and repair and replacement of the common elements of the community. The Association is a 163 unit residential community located in Montgomery County, Maryland.

3. Assessments Receivable

Members are subject to annual assessments to provide funds for the Association's operating expenses, future capital acquisitions, and major repairs and replacements. Any excess assessments at year end are retained by the Association for use in the succeeding year. The Board of Directors has the responsibility of determining the amount of the annual assessment against each unit owner at least thirty days in advance of each annual assessment period. Assessments receivable at December 31, 2005 represents fees due from homeowners and fees remitted to Flower Hill Central Corporation, but not yet remitted to the Association. Because assessments are enforceable by placing a lien against title to the individual residence of a delinquent owner, and ultimately, through the process of foreclosure, the Board of Directors believes that such procedures will result in collection of the assessments receivable. Accordingly, no allowance for doubtful receivables has been recorded.

4. Deferred Revenue

The annual assessment period is April 1 through March 31. Deferred revenue represents assessments billed but not recognized as revenue since the assessment period does not correspond to the calendar year.

Courts of Flower Hill Homeowners Association, Inc.
Note to Financial Statements
December 31, 2005
(See Independent Auditor's Report)

Note A - Summary of Accounting Policies - Continued

5. Income Taxes

Homeowners associations may be taxed either as regular corporations or as homeowners associations. For the year ended December 31, 2005, the Association elected to be taxed as a homeowners association. Under that election, the Association is taxed on its non-exempt function income, which includes interest earnings and revenue received from nonmembers, at a flat rate of 30%. Exempt function income, which consists primarily of member assessments, is not taxable.

6. Cash equivalents

For purposes of the statement of cash flows, the Association considers all highly liquid instruments purchased with a maturity date of three months or less to be cash equivalents.

7. Property

Real property and common areas acquired from the developer and related improvements to such property are not recorded in the Association's financial statements.

8. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note B - Future Major Repairs and Replacements

The Association's governing documents do not require the accumulation of funds to finance estimated future major repairs and replacements. The Association has not conducted a study to estimate the remaining useful lives and the replacement costs of the common property components. The Board of Directors has not developed a plan to fund those needs. If repair and replacement funds are needed, the Association has the right, subject to member approval, to increase regular assessments or levy special assessments, or it may delay major repairs and replacements until funds are available. The effect on future assessments has not been determined at this time.

Courts

at



Homeowner's Association, Inc.

Homeowner's Documents



MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

8300136

YOU ARE ADVISED THAT THE

ARTICLES OF INCORPORATION

OF

COURTS OF FLOWER HILL HOMEOWNERS
ASSOCIATION, INC.

HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND
TAXATION THIS 2nd DAY OF

August, 1982 at 8:30 A.M. AND WILL BE RECORDED.

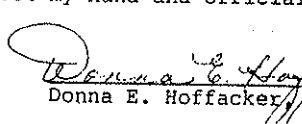
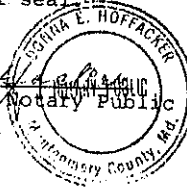
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

BY: *J. Smith*

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 30th day of June, 1982, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared MILTON F. CLOGG, 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Donna E. Hoffacker, Notary Public


My Commission expires: July 1, 1982

ARTICLES OF INCORPORATION

OF

COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC.

To: State Department of Assessments
and Taxation
Baltimore, Maryland

I, the undersigned, Milton F. Clogg, whose post office address is 50 West Montgomery Avenue, Rockville, Maryland 20850, who am at least twenty-one years of age, in compliance with Titles 1, 2 and 3 of the Corporations and Associations Volume of the Annotated Code of Maryland, and for the purpose of forming a corporation not for profit under the general laws of the State of Maryland, do hereby adopt the following Articles of Incorporation, and do certify:

ARTICLE I

The name of the Corporation is COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The post office address of the principal office of the Association is 50 West Montgomery Avenue, Suite 300, Rockville, Maryland 20850.

ARTICLE III

John H. Pettit, whose post office address is 50 West Montgomery Avenue, Suite 300, Rockville, Maryland 20850, is hereby appointed the registered agent of this Association. Said resident agent is a citizen of the State and actually resides therein.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association is not authorized to issue capital stock and does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide architectural control of the residence lots, within that certain tract of property more particularly described in the Declaration of Covenants, Conditions and Restrictions, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration of Covenants, Conditions and Restrictions", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court for Montgomery County and as the same may be amended from time to time as therein provided, said Declaration of Covenants, Conditions and Restrictions being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(f) have and to exercise any and all powers, rights and privileges which a non-profit, non-stock corporation organized under the Laws of the State of Maryland, pursuant to the Annotated Code of Maryland, Corporations and Associations, Titles 1, 2 and 3 thereof, by law or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one persons holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarants (as defined in the Declaration of Covenants, Conditions and Restrictions) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 1989

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not more than nine (9) Directors, of whom three (3) need not be members of the Association, or such other number, not less than five (5), as shall be prescribed in the By-Laws. The names and addresses of the persons who are to act in the capacity of directors until the first annual meeting or until their successors are duly chosen and qualify are:

John H. Pettit	50 W. Montgomery Ave., Rockville, Md. 20850
Barbara G. Melvin	14 Maryland Ave., Rockville, Maryland 20850
Richard B. Pettit	1044 Brice Rd., Rockville, Maryland 20852
Josephine Sibley	20605 Farcroft Lane, Laytonsville, Md. 20879
John Stephen Pettit	1070 Copperstone Ct., Rockville, Md. 20852

At the first annual meeting the members shall elect three Directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years, unless otherwise provided for in the By-Laws.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members, and after obtaining consent in writing of at least seventy-five (75) per cent of the first mortgagees. Upon dissolution of the Association, other than incident to a merger or consolidation, all of the common area owned by the Association shall be conveyed to the Maryland National Capital Park and Planning Commission by deed or dedication or such other type of conveyance of title as the said Commission may require at no charge to the Commission. In the event that the Commission refuses to accept the conveyance as aforesaid, then and in such event, the said land shall be conveyed to any non-profit corporation, association, trust or other organization to be devoted to similar purposes. All other assets of the association shall be conveyed, granted and assigned to any non-profit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE IX

DURATION

This Corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendments of these Articles shall require the assent of seventy-five per cent (75%) of the entire membership, and seventy-five per cent (75%) of the first mortgagees.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dedication of Common Areas, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Maryland, the undersigned has executed these Articles of Incorporation this 30th day of June, 1982.

Donna E. Hoffacker
Witness Donna E. Hoffacker

Milton F. Clogg
Milton F. Clogg

BY-LAWS

OF

COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 50 West Montgomery Avenue, Suite 300, Rockville, Maryland 20850, but meetings of members and directors may be held at such places within the State of Maryland, County of Montgomery as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC., and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean those lots on which single family detached dwellings shall be erected and which are described on Schedule A of the Declaration of Covenants, Conditions and Restrictions.

Section 5. "Declarant" shall mean and refer to PETTIT & GRIFFIN, INC., their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development.

Section 6. "Mortgage". Wherever the word "Mortgage" is used it shall be deemed to include "Deed of Trust".

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration of Covenants, Conditions and Restrictions.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a Saturday, Sunday or legal holiday, the meeting will be held on the same hour of the first day following which is not a Saturday, Sunday or legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote

thereat, addressed to the member's address last appearing on the books of the Association, supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, forty percent (40%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Nine Directors, of whom three need not be members of the Association, provided that the initial number of directors, who shall hold office until the first annual meeting shall be five, who need not be members.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, subject to provisions of Article IV, Section 1 hereof.

Section 2. Election. Election of the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to

exercise under the provisions of the Declaration of Covenants, Conditions and Restrictions. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation; or the Declaration of Covenants, Conditions and Restrictions;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independent contractor, or such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration of Covenants, Conditions and Restrictions, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid; such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) the directors shall at all times during the duration of the Association maintain a post office box, the number and address of which shall be made available to all of the members of the Association, institutions holding mortgages encumbering the dwelling units of the members of the Association, the appropriate agents of local, state and Federal governments or political subdivision thereof, suppliers and employees of the Association, and all other parties who would be legally entitled to such information.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members, and shall further be charged with causing to be prepared and filed with the proper authorities, all documents necessary to maintain the Association as a corporation in good standing including but not limited to State of Maryland Franchise Tax returns, and Federal and State Corporation tax returns, if required. Further the Treasurer shall report to the Board of Directors any real estate taxes, front foot benefit charges or special improvement assessments which may be due and which would constitute a lien on Common Area.

ARTICLE IX

REPRESENTATIVES AND ALTERNATE TO THE FLOWER HILL CENTRAL CORPORATION

There shall be three (3) representatives and one alternate elected to represent this Association in all matters pertaining to the Flower Hill Central Corporation. The nomination, election and duration of office of the said three (3) representatives and the alternate shall be the same as that of the Board of Directors of this Association.

ARTICLE X

POWERS AND DUTIES OF REPRESENTATIVES AND ALTERNATE OF THE FLOWER HILL CENTRAL CORPORATION

The duly elected representatives and alternate to the Flower Hill Central Corporation shall have the duty of attending all meetings of the Flower Hill Central Corporation representing this Association to the best of the ability and when appropriate, casting a block vote for this Association.

ARTICLE XI

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration of Covenants, Conditions and Restrictions, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other Committee as it in its discretion shall deem necessary for the proper functioning of the Association. The Board of Directors shall name the chairman and members of the Committees, which said chairman and members shall serve at the pleasure of the Board and the Board shall designate the rights, powers and duties of the said Committees.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

ASSESSMENTS

As more fully provided in the Declaration of Covenants, Conditions and Restrictions, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per centum (18%) per annum, adjusted on a 360 day basis and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of or abandonment of his Lot.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC.

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership, where applicable.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants, Conditions and Restrictions and these By-Laws, the Declaration of Covenants, Conditions and Restrictions shall control.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands and seals this 30th day of June, 1982.

Donna E. Hoffacker
Witness Donna E. Hoffacker

Donna E. Hoffacker
Witness Donna E. Hoffacker

Donna E. Hoffacker
Witness Donna E. Hoffacker

Donna E. Hoffacker
Witness Donna E. Hoffacker

Donna E. Hoffacker
Witness Donna E. Hoffacker

John H. Pettit (SEAL)
John H. Pettit

Barbara G. Melvin (SEAL)
Barbara G. Melvin

Richard B. Pettit (SEAL)
Richard B. Pettit

Josephine Sibley (SEAL)
Josephine Sibley

John S. Pettit (SEAL)
John S. Pettit

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 30th day of June, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my names and affixed the seal of said Association this 30th day of June, 1982

Josephine Sibley
Secretary

MILTON F. CLOGG
ATTORNEY AT LAW
SUITE 300
80 WEST MONTGOMERY AVE.
ROCKVILLE, MD 20850
251-1884

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made on the date hereinafter set forth by PETTIT & GRIFFIN, INC., a Maryland Corporation; hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Montgomery County, Maryland, described on Schedule A hereof. The land described on Schedule A consists entirely of singly family lots on which will be constructed detached single family dwellings which shall collectively be known as "Courts of Flower Hill" and which are known on the Land Records of Montgomery County, Maryland, as "Plats One, Two, Three, Four, Nine, Ten, Eleven and Twelve, Flower Hill", and

WHEREAS, at the time of the execution of this document there is no common area which is appurtenant to the said Courts of Flower Hill and the use of which is limited to the occupants of the aforesaid Court of Flower Hill, however, the Courts of Flower Hill are a part of the entire Flower Hill Project and as such are entitled to all of the privileges, rights and duties of members in the Flower Hill Central Corporation, including the right to the use of Community Properties and Community Facilities owned by the said Flower Hill Central Corporation. Each of the single family lots has facilities for parking vehicles thereon. The Declarant is of the opinion that this Declaration of Covenants, Conditions and Restrictions is necessary for the preservation of the value of the Courts of Flower Hill community as a desirable residential community and also to protect the health and welfare of the occupants thereof.

MISC. 38.0

The Declarant does publish and declare that any open spaces appurtenant to the lots described on Schedule A hereof are owned by the Flower Hill Central Corporation for the use and benefit of all of the owners and occupants of the Flower Hill Project, subject to the terms and conditions of that certain document entitled "Declaration" which is defined in Article I, Section 10 hereof. The streets, roads and sidewalks within the community of Courts of Flower Hill have been dedicated to public use and the maintenance thereof will be borne by Montgomery County, Maryland.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association shall mean and refer to COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC., and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean those lots on which single family detached dwellings shall be erected and which are described on Schedule A attached hereto and made a part hereof by reference thereto.

Section 5. "Declarant" shall mean and refer to PETTIT & GRIFFIN, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development.

1982 JUL 29 AM 8 35

REGISTRY OFFICE
MONTGOMERY COUNTY, MD.

IN WITNESS WHEREOF, we, being all of the Directors of COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands and seals this 30th day of June, 1982.

Donna E. Hoffacker
Witness Donna E. Hoffacker

Donna E. Hoffacker
Witness Donna E. Hoffacker

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Richard B. Pettit (SEAL)
Richard B. Pettit

Josephine Sibley (SEAL)
Josephine Sibley

John S. Pettit (SEAL)
John S. Pettit

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 30th day of June, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my names and affixed the seal of said Association this 30th day of June, 1982

Josephine Sibley
Secretary

Section 6. "Mortgage". Wherever the word "Mortgage" is used it shall be deemed to include "Deed of Trust".

Section 7. "Declaration". Wherever the word "Declaration" is used herein it shall be deemed to mean that document entitled "Declaration" executed by Pettit & Griffin, Inc., D & A Corp., PCO Limited Partnership, and Pettit & Griffin Profit Sharing Trust Fund dated the 30th day of June, 1982 and recorded among the Land Records of Montgomery County, Maryland, in Liber 5903 at Folio 756.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration of Covenants, Conditions and Restrictions and the Declaration.

ARTICLE II

RIGHTS OF FLOWER HILL CENTRAL CORPORATION

The Declarant does hereby publish and declare that the Properties are a part of the Flower Hill Project as the same is more particularly mentioned in that certain instrument entitled "Declaration" dated the 30th day of June, 1982, and recorded among the Land Records of Montgomery County, Maryland, in Liber 5903 at Folio 756 and that the Owners herein are members of the Flower Hill Central Corporation, a non-profit entity incorporated under the laws of the State of Maryland and which is also mentioned in the aforesaid Declaration dated the 30th day of June, 1982 and recorded in Liber 5903 at Folio 756; that by reference thereto, the terms of the said Declaration as aforesaid are incorporated herein by reference thereto.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes. The Association shall have two classes of voting membership.

Class A. Class A membership shall be all Owners, with the exception of the Declarant, and said Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as them among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) January 2, 1989.

ARTICLE IV

COVENANTS FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association and to the Flower Hill Central Corporation: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's

fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association and the Flower Hill Central Corporation shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties. The assessments shall also be used for the maintenance of the Community Facilities and Community Properties and for the establishment of an adequate reserve fund for improvements to, and replacement of those portions of the Community Facilities and Community Properties as is required from time to time.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment for any lot owned by the developer, or any lot owned by the developer on which a dwelling has been erected, shall be \$8.00, provided, however, that should a dwelling be occupied, the maximum annual assessment shall be the same as that of a lot on which a dwelling has been erected which is not owned by the developer. The maximum annual assessment for any lot on which a single family detached dwelling has been erected and which is not owned by the developer shall be \$120.00.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The maximum annual assessment of the Flower Hill Central Corporation and the matters and things set forth in subparagraphs (a), (b) and (c) of this Section 3 are more fully set forth in that instrument entitled "Declaration".

Section 4. Special Assessments. In view of the fact that there are no common areas restricted to the use of the owners in the Courts of Flower Hill, the method of levying and collecting any special assessment shall be governed by the terms and conditions of the document entitled "Declaration".

Section 5. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided with respect to annual assessments in Sections 3 and 4, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual

assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. In the event of the failure of the Board of Directors to fix the annual assessment for the next ensuing assessment period, the said annual assessment shall be the same as that for the previous annual assessment period.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen per centum (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No owner may avoid liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or a proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All Properties dedicated to, and accepted by, a local public authority, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, storage shed, fence, wall or other structure, or exterior painting, shall be commenced, erected or maintained, upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same 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 Association, or by an architectural committee composed of three (3) or more representatives 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, except that this paragraph shall not apply to initial construction by the Declarants, their successors and assigns.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which said Lot is subject.

ARTICLE VII

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. All lots shall be used for residential purposes, except for the following: professional offices or a builder's construction or sales office during the construction and sales period.

Section 2. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level shall be removed without the approval of the Architectural Control Committee.

Section 3. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 4. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless shown on the deed of dedication plat or unless approved by the Architectural Control Committee.

Section 5. No exterior clothesline, or clothes hanging device, except that of an umbrella-type nature with a diameter not exceeding seven (7) feet, shall be allowed upon any Lot.

Section 6. No sign of any kind larger than one-foot-square shall be displayed to the public view on any Lot, except temporary signs of note more than four square feet advertising the said Lot for sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease or sale of buildings and lots or other parcels of the Properties.

Section 7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided that they are not raised, bred or kept for any commercial purpose.

Section 8. The Association shall have the right (if after 20 days written notice to the Owner of the Lot or Lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property, or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for any vacant or unimproved lot, and to remove grass, weeds and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such Lot in neat and good order, and at the cost and expense of the Owner.

Section 9. No exterior antenna for the transmission or reception of a radio or television signals shall be erected or permitted on any building or Lot or other parcel of the Properties.

Section 10. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary

containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time, except in enclosed rear yard, unless required by the collection agency. All trash and garbage shall be placed in covered trash cans in the trash area provided. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any Lot for this Purpose.

Section 11. No commercial truck, commercial bus, or other commercial vehicle of any kind, or any boat, boat trailer or recreational vehicle of any kind shall be permitted to be kept upon any portion of the Properties, except as approved by the Architectural Control Committee.

Section 12. No portion of the Properties shall be used for the repair of automobiles, trucks, motorcycles, vans or any other type of motor vehicle, nor shall any vehicles other than a private automobile be parked on any portion of the Properties. No unlicensed vehicle shall remain on the Properties for more than seventy-two (72) hours. After ten (10) days written notice to the Owner of any vehicle parked in violation of this covenant, the Association may remove such vehicle at the expense of the Owner thereof, which said expense may be made a part of the owners regular association dues.

Section 13. No lot shall have an area of less than 5,000 square feet.

ARTICLE VIII

Section 1. Notice to Board of Directors. An Owner who mortgages his lot shall, in writing, notify the Board of Directors of the name and address of the mortgagee, and in the event that his mortgage is transferred to another holder, the said lot owner shall notify, in writing, the Board of Directors of the name and address of the new holder of his mortgage. This information shall be maintained by the Board of Directors in a book entitled "Mortgages of Lots".

Section 2. Notice of Unpaid Common Charges or Other Default. The Board of Directors, whenever so requested in writing by a first mortgagee of a Lot shall promptly report any then unpaid common expenses due from, or any other default by, the owner of the mortgaged Lot, which is not cured within sixty (60) days.

Section 3. Notice of Default. The Board of Directors, when giving notice to a Lot Owner of a default in paying common expenses, or other default, shall send a copy of such notice to each first mortgagee with respect to such Lot.

Section 4. Examination of Records. Each Lot Owner and each first mortgagee of a Lot shall have the right to examine the books and records of the Association, during normal business hours.

Section 5. Consents of Mortgagees. Notwithstanding any provision of the within document, the By-Laws or the Articles of Incorporation, or any other instrument or document to the contrary, neither the owners, nor the Board of Directors shall, without first obtaining the consent in writing of at least seventy-five (75%) percent of the first mortgagees, and the Maryland National Capital Park and Planning Commission commence the following:

(a) abandonment of the Planned Unit Development by a dissolution of the Association and a revocation of the within document and the By-Laws of the Corporation;

(b) modification of the method of determining the assessments, obligations, dues or other charges which may be levied against an owner;

(c) change, waive or abandon any portion of the aforesaid Declaration, By-Laws, Articles of Incorporation pertaining to the architectural control.

ARTICLE IX

RIGHTS OF MORTGAGEES

Section 1. Payment of Assessments. Any first mortgagee or beneficiary under a Deed of Trust who comes into possession of a Lot pursuant to the remedies provided for in the said first mortgage or first deed of trust, foreclosure of the said mortgage or deed of trust, or deed, or assignment in lieu of foreclosure, shall take title to the Lot free of any claims for unpaid assessments or charges against the Lot on which said first mortgage or first deed of trust was secured which accrue prior to the time that the holder of the first mortgage or beneficiary under the said first deed of trust comes into possession of the Lot, (except for claims for a pro rata share of such assessments or charges resulting from a pro rate reallocation of such assessments or charges to all lots including the mortgaged Lot).

Section 2. Attendance at Meetings. Any institutional mortgagees of any Lot who desires notice of the annual and special meetings of the Association and the Board of Directors shall notify the Secretary to that effect by Certified Mail-Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice to each annual or special meeting, as aforesaid, to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations as are provided for with respect to notice of such meetings to the Lot Owners or the Board of Directors, as the case may be. Any such institutional mortgagee shall be entitled to designate a representative to attend any such annual or special meeting and such representative may participate in the discussion at any such meeting and may, upon his request made to the chairman of the meeting in advance of the meeting, address the Lot Owners or the Board of Directors, as the case may be, present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to a copy of the minutes of all meetings of the Association and the Board of Directors upon request made in writing to the Secretary.

ARTICLE XII

RIGHTS OF MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Section 1. That the consent of the Maryland-National Capital Park and Planning Commission, its successors or assigns, shall be obtained before there shall be any merger or consolidation of the Association with any other entity.

Section 2. That the consent of the Maryland-National Capital Park and Planning Commission, its successors or assigns, shall be obtained before there shall be any sale, lease, exchange, or otherwise transfer of all or substantially all of the assets of the Association to any other entity.

Section 3. The Maryland-National Capital Park and Planning Commission, its successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Maryland-National Capital Park and Planning Commission, its successors or assigns to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or

by 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.

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

Section 3. Amendment. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any such instrument shall become effective upon recordation.

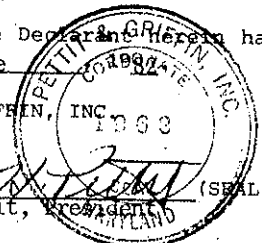
Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, however, that the consent of Maryland-National Capital Park and Planning Commission shall be obtained before any annexations or additions to the association are made.

Section 5. FHA/VA Approval. As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment to this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand and seal this 30th day of June

Attest:
Richard B. Pettit
Richard B. Pettit, Secretary

PETTIT & GRIFFIN, INC.
By *John H. Pettit* (SEAL)
John H. Pettit, President

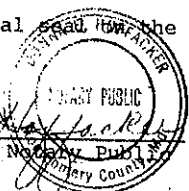


STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 30th day of June, 1982, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John H. Pettit, who acknowledged himself to be the President of PETTIT & GRIFFIN, INC. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal the day and year above written.

Donna E. Hoffacker
Donna E. Hoffacker, Notary Public



My Commission expires: 7/1/86

SCHEDULE A

Lots numbered 2, 7, 9, 13, 14 and 15, in Block lettered A, and Lot numbered 14, in Block lettered B, in the subdivision known as "PLAT ONE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814; and

Lots numbered 4, 9, 13, 14, 15 and 16, in Block lettered D, Lots numbered 5, 6, 7, 8, 9, 10, 12, 13, 14, 16, 17, 26, 27, 28 and 29, in Block lettered C and Lots numbered 30, 31, 32 and 33, in Block lettered K, in the subdivision known as "PLAT TWO, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888, and

Lots numbered 1, 2, 3 and 4, in Block lettered C, and Lots numbered 13, 14, 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, 56, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56, in Block lettered J, in the subdivision known as "PLAT THREE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12889, and

Lots numbered 1 and 2, in Block lettered E, Lots numbered 6, 7, 8 and 9, in Block lettered G, and Lots numbered 10 and 11, in Block lettered H, in the subdivision known as "PLAT FOUR, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12890, and

Lots numbered 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, in Block lettered E, Lots numbered 1, 2, 3, 4, 5, 6, 7 and 8, in Block lettered F, and Lots numbered 1, 2, 3, 4 and 5, in Block lettered G, in the subdivision known as "PLAT NINE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 113 at Plat 13361, and

Lots numbered 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, in Block lettered G, Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18 and 19, in Block lettered H, and Lots numbered 1, 2, 3, 4, 5 and 6, in Block lettered I, in the subdivision known as "PLAT TEN, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 113 at Plat 13362, and

Lots numbered 1 and 28, in Block lettered K, Lots numbered 1, 2 and 4, in Block lettered L, and Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, in Block lettered J, in the subdivision known as "PLAT ELEVEN, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 113 at Plat 13363, and

Lots numbered 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, in Block lettered K, and Lots numbered 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, in Block lettered L, in the subdivision known as "PLAT TWELVE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 118 at Plat 13928.

AREA TABULATION

Lots (30) 480,760 Sq Ft or 11.0368 Acres
 Street Dedication (2) 124,182 Sq Ft or 2.8508 Acres
 Total Area of Plat 604,942 Sq Ft or 13.8876 Acres

CURVE DATA

No.	Radius	Delta	Arc	Tan	Chord	Bearing
1	100.00	02°15'45"	35.11	17.50	35.24	S35°24'00"W
2	100.00	02°15'45"	35.11	17.50	35.24	S71°30'00"W
3	100.00	02°15'45"	35.11	17.50	35.24	S107°36'00"W
4	100.00	02°15'45"	35.11	17.50	35.24	S143°42'00"W
5	100.00	02°15'45"	35.11	17.50	35.24	S179°48'00"W
6	100.00	02°15'45"	35.11	17.50	35.24	S215°54'00"W
7	100.00	02°15'45"	35.11	17.50	35.24	S252°00'00"W
8	100.00	02°15'45"	35.11	17.50	35.24	S288°06'00"W
9	100.00	02°15'45"	35.11	17.50	35.24	S324°12'00"W
10	100.00	02°15'45"	35.11	17.50	35.24	S360°18'00"W
11	100.00	02°15'45"	35.11	17.50	35.24	N02°12'00"E
12	100.00	02°15'45"	35.11	17.50	35.24	N38°18'00"E
13	100.00	02°15'45"	35.11	17.50	35.24	N74°24'00"E
14	100.00	02°15'45"	35.11	17.50	35.24	N110°30'00"E
15	100.00	02°15'45"	35.11	17.50	35.24	N146°36'00"E
16	100.00	02°15'45"	35.11	17.50	35.24	N182°42'00"E
17	100.00	02°15'45"	35.11	17.50	35.24	N218°48'00"E
18	100.00	02°15'45"	35.11	17.50	35.24	N254°54'00"E
19	100.00	02°15'45"	35.11	17.50	35.24	N291°00'00"E
20	100.00	02°15'45"	35.11	17.50	35.24	N227°06'00"E
21	100.00	02°15'45"	35.11	17.50	35.24	N163°12'00"E
22	100.00	02°15'45"	35.11	17.50	35.24	N99°18'00"E
23	100.00	02°15'45"	35.11	17.50	35.24	N35°24'00"E
24	100.00	02°15'45"	35.11	17.50	35.24	N01°30'00"E
25	100.00	02°15'45"	35.11	17.50	35.24	N37°36'00"E
26	100.00	02°15'45"	35.11	17.50	35.24	N73°42'00"E
27	100.00	02°15'45"	35.11	17.50	35.24	N109°48'00"E
28	100.00	02°15'45"	35.11	17.50	35.24	N145°54'00"E
29	100.00	02°15'45"	35.11	17.50	35.24	N182°00'00"E
30	100.00	02°15'45"	35.11	17.50	35.24	N218°06'00"E
31	100.00	02°15'45"	35.11	17.50	35.24	N254°12'00"E
32	100.00	02°15'45"	35.11	17.50	35.24	N290°18'00"E
33	100.00	02°15'45"	35.11	17.50	35.24	N326°24'00"E
34	100.00	02°15'45"	35.11	17.50	35.24	N362°30'00"E
35	100.00	02°15'45"	35.11	17.50	35.24	N00°36'00"E
36	100.00	02°15'45"	35.11	17.50	35.24	N36°42'00"E
37	100.00	02°15'45"	35.11	17.50	35.24	N72°48'00"E
38	100.00	02°15'45"	35.11	17.50	35.24	N108°54'00"E
39	100.00	02°15'45"	35.11	17.50	35.24	N145°00'00"E
40	100.00	02°15'45"	35.11	17.50	35.24	N181°06'00"E
41	100.00	02°15'45"	35.11	17.50	35.24	N217°12'00"E
42	100.00	02°15'45"	35.11	17.50	35.24	N253°18'00"E
43	100.00	02°15'45"	35.11	17.50	35.24	N289°24'00"E
44	100.00	02°15'45"	35.11	17.50	35.24	N325°30'00"E
45	100.00	02°15'45"	35.11	17.50	35.24	N361°36'00"E
46	100.00	02°15'45"	35.11	17.50	35.24	N00°42'00"E
47	100.00	02°15'45"	35.11	17.50	35.24	N36°48'00"E
48	100.00	02°15'45"	35.11	17.50	35.24	N72°54'00"E
49	100.00	02°15'45"	35.11	17.50	35.24	N109°00'00"E
50	100.00	02°15'45"	35.11	17.50	35.24	N145°06'00"E
51	100.00	02°15'45"	35.11	17.50	35.24	N181°12'00"E
52	100.00	02°15'45"	35.11	17.50	35.24	N217°18'00"E
53	100.00	02°15'45"	35.11	17.50	35.24	N253°24'00"E
54	100.00	02°15'45"	35.11	17.50	35.24	N289°30'00"E
55	100.00	02°15'45"	35.11	17.50	35.24	N325°36'00"E
56	100.00	02°15'45"	35.11	17.50	35.24	N361°42'00"E
57	100.00	02°15'45"	35.11	17.50	35.24	N00°48'00"E
58	100.00	02°15'45"	35.11	17.50	35.24	N36°54'00"E
59	100.00	02°15'45"	35.11	17.50	35.24	N73°00'00"E
60	100.00	02°15'45"	35.11	17.50	35.24	N109°06'00"E
61	100.00	02°15'45"	35.11	17.50	35.24	N145°12'00"E
62	100.00	02°15'45"	35.11	17.50	35.24	N181°18'00"E
63	100.00	02°15'45"	35.11	17.50	35.24	N217°24'00"E
64	100.00	02°15'45"	35.11	17.50	35.24	N253°30'00"E
65	100.00	02°15'45"	35.11	17.50	35.24	N289°36'00"E
66	100.00	02°15'45"	35.11	17.50	35.24	N325°42'00"E
67	100.00	02°15'45"	35.11	17.50	35.24	N361°48'00"E
68	100.00	02°15'45"	35.11	17.50	35.24	N00°54'00"E
69	100.00	02°15'45"	35.11	17.50	35.24	N37°00'00"E
70	100.00	02°15'45"	35.11	17.50	35.24	N73°06'00"E
71	100.00	02°15'45"	35.11	17.50	35.24	N109°12'00"E
72	100.00	02°15'45"	35.11	17.50	35.24	N145°18'00"E
73	100.00	02°15'45"	35.11	17.50	35.24	N181°24'00"E
74	100.00	02°15'45"	35.11	17.50	35.24	N217°30'00"E
75	100.00	02°15'45"	35.11	17.50	35.24	N253°36'00"E
76	100.00	02°15'45"	35.11	17.50	35.24	N289°42'00"E
77	100.00	02°15'45"	35.11	17.50	35.24	N325°48'00"E
78	100.00	02°15'45"	35.11	17.50	35.24	N361°54'00"E
79	100.00	02°15'45"	35.11	17.50	35.24	N01°00'00"E
80	100.00	02°15'45"	35.11	17.50	35.24	N37°06'00"E
81	100.00	02°15'45"	35.11	17.50	35.24	N73°12'00"E
82	100.00	02°15'45"	35.11	17.50	35.24	N109°18'00"E
83	100.00	02°15'45"	35.11	17.50	35.24	N145°24'00"E
84	100.00	02°15'45"	35.11	17.50	35.24	N181°30'00"E
85	100.00	02°15'45"	35.11	17.50	35.24	N217°36'00"E
86	100.00	02°15'45"	35.11	17.50	35.24	N253°42'00"E
87	100.00	02°15'45"	35.11	17.50	35.24	N289°48'00"E
88	100.00	02°15'45"	35.11	17.50	35.24	N325°54'00"E
89	100.00	02°15'45"	35.11	17.50	35.24	N362°00'00"E
90	100.00	02°15'45"	35.11	17.50	35.24	N01°06'00"E
91	100.00	02°15'45"	35.11	17.50	35.24	N37°12'00"E
92	100.00	02°15'45"	35.11	17.50	35.24	N73°18'00"E
93	100.00	02°15'45"	35.11	17.50	35.24	N109°24'00"E
94	100.00	02°15'45"	35.11	17.50	35.24	N145°30'00"E
95	100.00	02°15'45"	35.11	17.50	35.24	N181°36'00"E
96	100.00	02°15'45"	35.11	17.50	35.24	N217°42'00"E
97	100.00	02°15'45"	35.11	17.50	35.24	N253°48'00"E
98	100.00	02°15'45"	35.11	17.50	35.24	N289°54'00"E
99	100.00	02°15'45"	35.11	17.50	35.24	N326°00'00"E
100	100.00	02°15'45"	35.11	17.50	35.24	N362°06'00"E

SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the land conveyed by Westwind Investments Corp., a Maryland Corporation, to Pettit & Griffin, Inc., a Maryland Corporation, by deed dated March 14, 1979, and recorded among the Land Records of Montgomery County, Maryland, in Liber 5295 of Folio 535; that iron pipes shown thus \ominus and concrete monuments shown thus $\omin�$ are in place as shown; and that the total area of land included in this plan of subdivision is 604,942 square feet or 13.8876 acres of which 124,182 square feet or 2.8508 acres is dedicated to public use.

Date: 7/30/79
 Guy Martin Burdette
 Registered Property Line Surveyor
 Md. Reg. No. 113

OWNER'S DEDICATION

We, Pettit & Griffin, Inc., a Maryland corporation, by John H. Pettit, President and Richard B. Pettit, Secretary, owner of the property shown hereon and described in the Surveyor's Certificate, hereby adopt this plan of subdivision, establish the minimum building restriction lines, dedicate the streets to public use, and establish easements for storm drains as shown.

Further, we establish slope easements 25 feet wide along the streets and across all lots as required by Montgomery County Ordinance No. 4-115, said slope easements shall be terminated after all required public improvements abutting said easements have been lawfully completed and have been accepted for maintenance by Montgomery County, Maryland.

Further, we grant to Montgomery County, Maryland, its successors and assigns, forever, a ten-foot wide Public Improvement Easement along all tertiary roads only shown hereon as "10' P.I.E.", with the terms and provisions of said grant being those set forth in that certain document entitled "Declaration of Easement" recorded among the Land Records of Montgomery County, Maryland, in Liber 5327 of Folio 721, which said terms and provisions are hereby incorporated by this reference.

Further, we grant to the Washington Suburban Sanitary Commission, its successors and assigns, easements shown hereon, if any, and the ten (10) foot easements shown as "10' R.I.E." for the construction, reconstruction, maintenance, and operation of water mains, storm and sanitary sewers, and appurtenances, and we grant to the parties named in a document entitled "Declaration of Terms and Provisions of Public Utility Easements," as recorded in Liber 5034 of Folio 457 of the aforesaid Land Records, public utility easements, shown as "10' R.I.E." thereon, subject to all current and applicable regulations of all Federal, State, and Local governing agencies.

There are no suits of action, leases, liens, or trusts on the property included in this plan of subdivision except the (2) certain deeds of trust, and the parties in interest therein have lawfully indicated their assent.
 Date: August 16, 1979
 Pettit & Griffin, Inc.

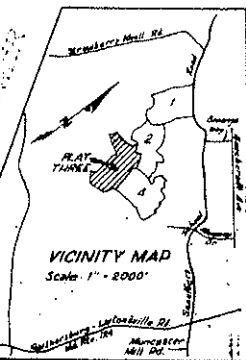
Attest: Richard B. Pettit By: John H. Pettit
 Richard B. Pettit, Secretary John H. Pettit, President

We hereby assent to this plan of subdivision: The Riggs National Bank of Washington, D.C.

Chester A. Dezman Witness
Chester A. Dezman Witness
Betty B. Baldowski Witness
Betty B. Baldowski Witness
John P. Griffin Trustee
James C. Trimble Trustee
Ward H. Dehmann Trustee
Richard E. Forbes Trustee

**FLAT THREE
 PART OF BLOCKS "C" AND "J"
 FLOWER HILL**

GAITHERSBURG (469) DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 Scale: 1" = 100' April, 1979



NOTE: This development conforms with Ordinance 25-A of the Montgomery County Code to provide Woodlands Planned Dwelling Units.

This land lies within a P.M. 2 street area, as indicated in the plat. Development must be in accordance with the approved development plans. The provisions set forth in a Declaration of Covenants as recorded among the Land Records of Montgomery County, Maryland.

MARYLAND NATIONAL CAPITAL PARKS PLANNING COMMISSION
 MONTGOMERY COUNTY PLANNING BOARD
 APPROVED: Sept. 20, 1979
Ray Ottomano Chairman
A. Edward Harris Secretary

MONTGOMERY COUNTY, MARYLAND
 DEPARTMENT OF TRANSPORTATION
 APPROVED: JANUARY 1980
 BY: John H. Pettit
 SECRETARY

Recorded 3:08:00
 Plat Book 110
 Plat No. 12,887

GREENHORNE & OMARA
 ENGINEERS & SURVEYORS
 622 HUNGERFORD DRIVE, SUITE 20
 ROCKVILLE, MD.
 20850

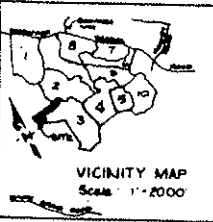
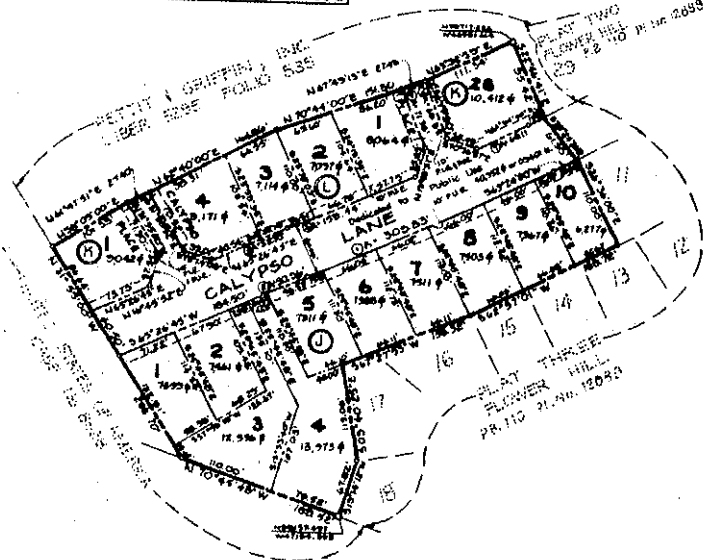
5114C
 11/11/79
 20850-1400-03

AREA TABULATION

Lots (16) 135,686 # or 31149 Ac.
 Street Dedication (1) 40,552 # or 09401 Ac.
 Total Area of Plat 176,238 # or 40550 Ac.

CURVE DATA

No	Radius	Delta	ARC	Tan	Chord	Bearing
1	5215.00	03° 24' 14"	305.83	154.96	305.78	S63°06'07" W
2	5190.00	01° 21' 23"	50.76	25.48	50.56	S44°01'30" W
3	2210.00	01° 21' 23"	25.38	12.74	25.33	N64°07'30" E
4	5155.00	01° 46' 15"	155.44	77.75	155.43	N65°55'05" E
5	537.15	07° 36' 54"	71.36	35.74	71.33	N27°35'35" W
6	503.75	07° 36' 54"	49.65	24.86	49.75	S27°28'30" E
7	6155.00	00° 46' 05"	65.11	34.55	65.11	N67°47'05" E



Note:
 This development conforms to the requirements of Chapter 25-A of the Montgomery County Code to provide Moderate Price Dwelling Units.
 This land lies within a PD Zoned area; redevelopment is strictly controlled. Development must be in accordance with the approved development plans, initial construction and/or any future construction on the lots shown hereon is subject to the provisions set forth in a Declaration of Covenants as recorded among the Land Records of Montgomery County, Maryland.

SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the land conveyed by Westwind Investments Corp., a Maryland corporation, to Pettit & Griffin, Inc., a Maryland corporation, by deed dated March 14, 1975, and recorded among the Land Records of Montgomery County, Maryland, in Liber 5255 of Folio 535; that iron pipes shown thus— and concrete monuments shown thus— will be set as indicated, and that the total area of land included in this plan of subdivision is 176,238 square feet or 40550 acres of which 40,552 square feet or 0.9401 acre is dedicated to public use.

Date: March 7, 1981

Russell E. Lowman
 RUSSELL E. LOWMAN L.S. 3547

OWNER'S DEDICATION

We, Pettit & Griffin, Inc., a Maryland corporation by John H. Pettit, President, and Richard B. Pettit, Secretary, owner of the property shown hereon and described in the Surveyor's Certificate, hereby adopt this plan of subdivision, establish the minimum building restriction lines, dedicate the street to public use, and establish easements for storm drain, if any, as shown.

Further, we establish slope easements 25 feet wide along the streets and across all lots and parcels as required by Montgomery County Ordinance No. 4-115, said slope easements shall be terminated after all required public improvements abutting said easements have been lawfully completed and have been accepted for maintenance by Montgomery County, Maryland.

Further, we grant to Montgomery County, Maryland, its successors and assigns, forever a ten-foot wide Public Improvement Easement along all tertiary roads only, shown hereon as "10' P.I.E." with the terms and provisions of said grant being those set forth in that certain document entitled "Declaration of Easement" recorded among the Land Records of Montgomery County, Maryland, in Liber 5327 at Folio 721, which said terms and provisions are hereby incorporated by this reference.

Further, we grant to the Washington Suburban Sanitary Commission, its successors and assigns, easements shown hereon, if any, and the ten (10') foot easements shown as "10' P.I.E." for the construction, reconstruction, maintenance, and operation of watermains, storm and sanitary sewers and appurtenances, and we grant to the parties named in a document entitled "Declaration of Terms and Provisions of Public Utility Easements," as recorded in Liber 3834 at Folio 457 of the aforesaid Land Records, public utility easements shown hereon as "10' P.U.E.," subject to all current and applicable regulations of all Federal, State, and Local governing agencies.

There are no suits, actions, leases, liens, or trusts on this property except their assent.

Date: 12-15-80
 Attest: *Richard B. Pettit* By: *John H. Pettit*
 Richard B. Pettit, Sec. John H. Pettit, President
 We hereby assent to this plan of subdivision.
 Date: 12-15-80

The Riggs National Bank of Washington D.C.

James E. Tucker Witness
James E. Griffin Trustee
James E. Trumble Trustee
Ward H. Oehmann Trustee
Richard E. Forbes Trustee

**PLAT ELEVEN
 PART OF BLOCKS 'J', 'K', AND 'L'
 FLOWER HILL**

GAITHERSBURG (No. 9) DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 Scale: 1"=100'
 December, 1980

For Public Water and Sewer Systems Only
 MARYLAND NATIONAL CAPITAL PARK & PLANNING COMMISSION
 MONTGOMERY COUNTY PLANNING BOARD
 APPROVED: FEBRUARY 12, 1981
 DATE
Robert A. Edwards
 CHAIRMAN
Richard E. Forbes
 SECRETARY-TREASURER
 M.N.C.P. & P.C. RECORD FILE NO. 540-45

MONTGOMERY COUNTY, MARYLAND
 DEPARTMENT OF TRANSPORTATION
 APPROVED: 19 MAR 11 1981
 DATE
Richard E. Forbes
 BY: *Richard E. Forbes*
 DATE: 1981 MAR 11

76093070817800 PN
 Recorded: 5-13-81
 Plat Book: 113
 Plat No: 18863

GREENHORNE & O'MARA, INC.
 ENGINEERS ARCHITECTS-PLANNERS-SURVEYORS
 622 HUNTERSFOOD DRIVE - SUITE 20
 ROCKVILLE, MD. 20860

31140
 MAR 11 1981
 2029-14-00-11

SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the land conveyed by Westwind Investments Corp., a Maryland Corporation, to Pettit & Griffin, Inc., a Maryland Corporation, by deed dated March 14, 1979, and recorded among the Land Records of Montgomery County, Maryland, in Liber 5828 at Folio 538, that iron pipe storm, flow and concrete monuments shown thereon in place as shown, and that the total area of land included in this plan of subdivision is 406,261 square feet or 11.1630 acres of which 81,880 square feet or 1.8792 acres are dedicated to public use.

Date: 7/30/79

Guy Martin Burdette
 Guy Martin Burdette
 Registered Property Line Surveyor
 Md. Reg. No. 113

OWNER'S DEDICATION

We, Pettit & Griffin, Inc., a Maryland corporation by John H. Pettit, President, and Richard B. Pettit, Secretary, owner of the property shown hereon and described in the Surveyor's Certificate, hereby adopt this plan of subdivision, establish the minimum building restriction lines, dedicate the streets to public use, an 8' storm drain easement for storm drain as shown. Further, we establish slope easements 25 feet wide along the streets and across all lots as required by Montgomery County Ordinance No. 4-115, said slope easements shall be terminated after all required public improvements abutting said easements have been lawfully completed and have been accepted for assistance by Montgomery County, Maryland. Further, we grant to Montgomery County, Maryland, its successors and assigns, forever, a ten-foot wide Public Improvement Easement along all territory roads only, shown hereon as "P.I.E.", with the terms and provisions of said grant being those set forth in that certain document entitled "Declaration of Easement" recorded among the Land Records of Montgomery County, Maryland, in Liber 5327 at Folio 721, which said terms and provisions are hereby incorporated by this reference.

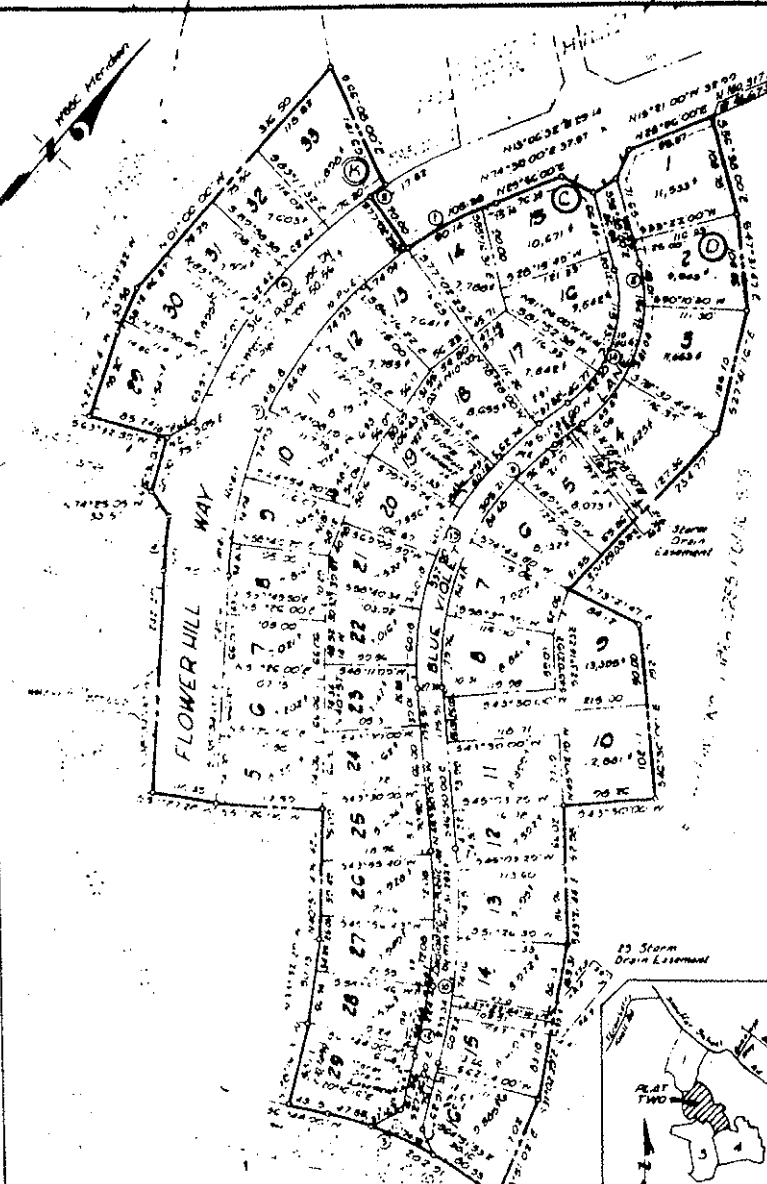
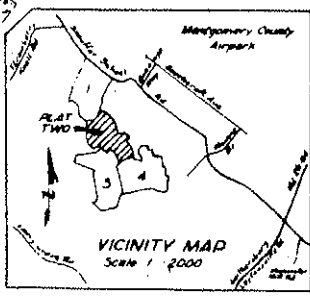
Further, we grant to the Washington Suburban Sanitary Commission, its successors and assigns, easements for the use of any and the ten (10) foot easements shown as "10 P.I.E." for the construction, reconstruction, maintenance, and operation of the storm and sanitary sewers and appurtenances, and we grant to the parties named in a document entitled "Declaration of Terms and Provisions of Public Utility Easements", as recorded in Liber 3834 at Folio 457 of the Land Records, public utility easements shown as "10 P.I.E." hereon, subject to all current and applicable regulations of all Federal, State, and Local governing agencies.

There are no suits of action, leases, liens or trusts on the property included in this plan of subdivision against the (2) certain deeds of trust and the parties in interest there to have been indicated their assent.
 Date August 14, 1979
 Pettit & Griffin, Inc.

Attest: *Richard B. Pettit*
 Richard B. Pettit, Secretary
 By: *John H. Pettit*
 John H. Pettit, President

We hereby assent to this plan of subdivision:
 Date August 16, 1979
 The Riggs National Bank of Washington, D.C.

Charles L. Seagman
 Witness
Charles L. Seagman
 Witness
Betty B. Balderson
 Witness
Betty B. Balderson
 Witness
James P. Griffin
 Trustee
James L. Trumble
 Trustee
Richard E. Forbes
 Trustee
Richard E. Forbes
 Trustee



No.	Area	Acres	Area	Acres	Total	Acres
1	1,405.00	0.032	1,405.00	0.032	1,405.00	0.032
2	1,430.00	0.033	1,430.00	0.033	1,430.00	0.033
3	1,455.00	0.034	1,455.00	0.034	1,455.00	0.034
4	1,480.00	0.035	1,480.00	0.035	1,480.00	0.035
5	1,505.00	0.036	1,505.00	0.036	1,505.00	0.036
6	1,530.00	0.037	1,530.00	0.037	1,530.00	0.037
7	1,555.00	0.038	1,555.00	0.038	1,555.00	0.038
8	1,580.00	0.039	1,580.00	0.039	1,580.00	0.039
9	1,605.00	0.040	1,605.00	0.040	1,605.00	0.040
10	1,630.00	0.041	1,630.00	0.041	1,630.00	0.041
11	1,655.00	0.042	1,655.00	0.042	1,655.00	0.042
12	1,680.00	0.043	1,680.00	0.043	1,680.00	0.043
13	1,705.00	0.044	1,705.00	0.044	1,705.00	0.044
14	1,730.00	0.045	1,730.00	0.045	1,730.00	0.045
15	1,755.00	0.046	1,755.00	0.046	1,755.00	0.046
16	1,780.00	0.047	1,780.00	0.047	1,780.00	0.047
17	1,805.00	0.048	1,805.00	0.048	1,805.00	0.048
18	1,830.00	0.049	1,830.00	0.049	1,830.00	0.049
19	1,855.00	0.050	1,855.00	0.050	1,855.00	0.050
20	1,880.00	0.051	1,880.00	0.051	1,880.00	0.051
21	1,905.00	0.052	1,905.00	0.052	1,905.00	0.052
22	1,930.00	0.053	1,930.00	0.053	1,930.00	0.053
23	1,955.00	0.054	1,955.00	0.054	1,955.00	0.054
24	1,980.00	0.055	1,980.00	0.055	1,980.00	0.055
25	2,005.00	0.056	2,005.00	0.056	2,005.00	0.056
26	2,030.00	0.057	2,030.00	0.057	2,030.00	0.057
27	2,055.00	0.058	2,055.00	0.058	2,055.00	0.058
28	2,080.00	0.059	2,080.00	0.059	2,080.00	0.059
29	2,105.00	0.060	2,105.00	0.060	2,105.00	0.060
30	2,130.00	0.061	2,130.00	0.061	2,130.00	0.061
Total	406,261.00	9.316	406,261.00	9.316	406,261.00	9.316

ARCA TABULATION
 Lot Area: 406,261 sq ft or 9.316 Acres
 Street dedication (S): 81,880 sq ft or 1.8792 Acres
 Total Area of Plat: 488,141 sq ft or 11.195 Acres

NOTE: This development conforms with the requirements of Chapter 23-8 of the Montgomery County Code for Medium Density Residential Development. This land is within a P.U. Easement area, residential use is strictly controlled. Development must be in accordance with the approved subdivision plan. No construction shall be allowed until the plat is shown to the satisfaction of the Board of Commissioners of Montgomery County, Maryland.

PLAT TWO
 BLOCK "D" AND PART OF BLOCK "C"
FLOWER HILL
 GAITHERSBURG (169) DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 Scale 1"=100
 March, 1978

APPROVED: *Ron Peterson*
 Ron Peterson
 Chairman
 MNC & PC RECORD FILE NO. 555-37

MONTGOMERY COUNTY, MARYLAND
 DEPARTMENT OF TRANSPORTATION
 APPROVED: *Antonia C. King*
 Antonia C. King
 Deputy Director

Recorded 3-19-80
 Plat Book 119
 Plat No. 12,888

GREENHORNE & OMBARA
 ENGINEERS & SURVEYORS
 622 MARNE DRIVE, SUITE 80
 ROCKVILLE, MD.

DECLARATION OF AMENDMENT

THIS DECLARATION OF AMENDMENT dated this 15th day of July, 1982, by PETTIT & GRIFFIN, INC., a Maryland Corporation, Declarant and Owner as hereinafter set forth.

WHEREAS, the said PETTIT & GRIFFIN, INC. executed a document entitled "Declaration of Covenants, Conditions and Restrictions" dated June 30, 1982 and recorded among the Land Records of Montgomery County, Maryland, in Liber 5903 at Folio 778, and

WHEREAS, the said PETTIT & GRIFFIN, INC. is as of the date of this instrument the owner of all of the properties described in Schedule A of the aforesaid Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, pursuant to the terms and conditions of said Declaration, with specific reference to Article XIII, Section 3, the said PETTIT & GRIFFIN, INC. desires to amend said declaration by deleting therefrom certain of the lots and blocks described on Schedule A thereof and adding other property.

MISC. 12.0
CHECK 12.0
#61791 0213 R01 710

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH that the said PETTIT & GRIFFIN, INC. does hereby amend the aforesaid Declaration recorded as aforesaid in Liber 5903 at Folio 778 by deleting therefrom the following described property, to wit:

AUG 30

Lots numbered 1 and 2, in Block lettered E, and Lots numbered 6, 7, 8 and 9, in Block lettered G, and Lots numbered 10 and 11, in Block lettered H, in the subdivision known as "PLAT FOUR, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12890, and

Lots numbered 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, in Block lettered E, Lots numbered 1, 2, 3, 4, 5, 6, 7 and 8, in Block lettered F, and Lots numbered 1, 2, 3, 4 and 5, in Block lettered G, in the subdivision known as "PLAT NINE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 113 at Plat 13361, and

Lots numbered 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, in Block lettered G, Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18 and 19, in Block lettered H, and Lots numbered 1, 2, 3, 4, 5 and 6, in Block lettered I, in the subdivision known as "PLAT TEN, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 113 at Plat 13362.

and adding thereto the following described property, to wit:

Lot numbered 36, in Block lettered J, in the subdivision known as "PLAT THREE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12889.

Except as amended herein the aforesaid Declaration shall remain unchanged and in full force and effect.

1982 AUG 30 AM 10:22

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

WITNESS the Corporate seal and signature of the said PETTIT & GRIFFIN, INC. on the day and year first hereinbefore written.

Attest:

Richard B. Pettit
Richard B. Pettit, Secretary

PETTIT & GRIFFIN, INC.

By John H. Pettit
John H. Pettit, President



STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 15th day of July, 1982, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN H. PETTIT, who acknowledged himself to be the President of PETTIT & GRIFFIN, INC. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes 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

Donna E. Hoffacker
Donna E. Hoffacker, Notary Public



My Commission expires July 1, 1986

DECLARATION OF ANNEXATION

THIS DECLARATION made this 18th day of October, 1983, by and between COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC., party of the first part, and those parties whose names are set forth on Schedule A attached hereto and made a part hereof, hereinafter collectively referred to as "Owner", parties of the second part.

WHEREAS, the COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. is a Maryland non-profit corporation whose Articles of Incorporation are filed among the Corporate Records of the office of the Clerk of the Circuit Court for Montgomery County, Maryland in Liber 0421 at Folio 549, and

WHEREAS, the owner is the title holder to the land described on Schedule A hereof, and

WHEREAS, all of the land is located in Montgomery County, Maryland, in the subdivision known as "Flower Hill", its unofficial designation being "Courts of Flower Hill", and

55.
CHECK 55.
#05533 0550 REC 71
PFR 1

WHEREAS, Pettit & Griffin, Inc. recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" (hereinafter sometimes referred to as "Declaration") among the Land Records of Montgomery County, Maryland, in Liber 5903 at Folio 778, which was dated June 30, 1982, and

WHEREAS, the land described on Schedule A was omitted from the aforesaid Declaration recorded in Liber 5903 at Folio 778, and

WHEREAS, Article XIII, Section 4 of said Declaration provides as follows:

"Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, however, that the consent of Maryland-National Capital Park and Planning Commission shall be obtained before any annexations or additions to the associations are made."

WHEREAS, the parties to this instrument are desirous of having the land described on Schedule A annexed as provided in the aforesaid Declaration by Article XIII, Section 4, and

WHEREAS, the Courts of Flower Hill Homeowners Association, Inc. did, at a meeting held on the 19th day of April, 1983, by a vote of two-thirds (2/3) of each class of its members, consent to the annexation of the land described on Schedule A hereof.

MILTON F. CLOGG
ATTORNEY AT LAW
SUITE 300
90 WEST MONTGOMERY AVE.
ROCKVILLE, MD 20850
201-1684

1984
1984 APR 12 PM 1:59
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

5503
Witnessed By: [Signature]

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the said Courts of Flower Hill Homeowners Association, Inc. and the said owners do hereby publish and declare that all of the property described on Schedule A shall be held, sold and conveyed subject to all of the terms and conditions, duties and liabilities and together with all of the rights and privileges, as more fully set forth in that document entitled "Declaration of Covenants, Conditions and Restrictions" dated June 30, 1982 and recorded among the Land REcords of Montgomery County, Maryland in Liber 5903 at Folio 778, and as amended, which are for the purpose of protecting the value and desirability of the land described on Schedule A of this instrument as well as the land described in the aforeaid Declaration, and which shall run with the title to said property described on Schedule A hereof and in the original Declaration, as amended, and be binding on all parties having any right, title, interest or estate in and to said properties or any part therof, their heirs, devisees, personal representatives, successors and assigns, and the rights and privileges which shall inure to the benefit of each owner of said properties.

Pursuant to the terms of the aforesaid Article XIII, Section 4, the Maryland-National Capital Park and Planning Commission joins in the execution of this instrument to indicate its consent to the terms and conditions of the same.

WITNESS the seals and signatures of the parties hereto on the day and year first hereinbefore written.

Attest:

James H. Hamer, Jr.
James H. Hamer, Jr. Secretary

COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC.

By Sandra M. Olmsted (SEAL)
Sandra M. Olmsted President

Consented to by:
MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

By _____ (SEAL)

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 18th day of October, 1983, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sandra M. Olmsted who acknowledged himself to be the President of COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. and that she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes 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.

Barbara G. Melvin
Barbara G. Melvin Notary Public
expires: 7/1/86

My Commission

MILTON F. CLOGG
ATTORNEY AT LAW
SUITE 200
10 WEST MONTGOMERY AVE.
ROCKVILLE, MD 20850
251-1884

SCHEDULE A

Terri L. Stone
Witness Terri L. Stone

Richard P. Gervasoni (SEAL)
Richard P. Gervasoni

Charlene Gervasoni (SEAL)
Charlene Gervasoni

Lot numbered 1, in Block lettered D, in the subdivision known as
"PLAT TWO, FLOWER HILL" as per Plat thereof duly recorded among the
Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 2888

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 2 day of August, 1983, before the
subscriber, a Notary Public in and for the State and County aforesaid,
personally appeared Richard & Charlene Gervasoni
known to me (or satisfactorily proven) to be the persons whose names are
subscribed to the within instrument, and did acknowledge the foregoing
instrument to be his act and deed for the purposes therein contained.

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

Josephine Sibley
Josephine Sibley Notary Public

My Commission expires:
7/1/86



6368

SCHEDULE A

Terry L. Stone
Witness
TERRY L. STONE

Violeta Lorete (SEAL)
Violeta Lorete
Antonia Lorete (SEAL)
Antonia Lorete

Lot numbered 12, in Block lettered D, in the subdivision known as "PLAT TWO, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

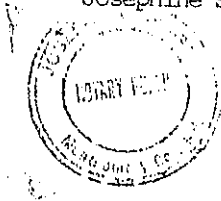
I HEREBY CERTIFY that on this 30th day of August, 1983, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Violeta Lorete & Antonio Lorete, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Josephine Sibley
Josephine Sibley Notary Public

My Commission expires:

7/1/86



SCHEDULE A

Susan N. Bergstralh

AANEN NILSEN

Witness Susan N. Bergstralh

Aanen Nilsen (SEAL)

(SEAL)

Lot numbered // , in Block lettered D , in the subdivision known as "PLAT Two , FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 29 day of August, 1983, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared AANEN CHRISTOPHER NILSEN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

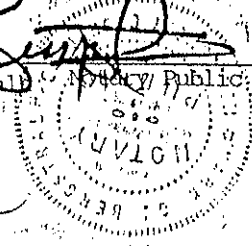
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mark E. Bergstralh Notary Public

My Commission expires:

July 1, 1986

18621 Blue Violet Lane



6368

SCHEDULE A

Terri L. Stone
Witness Terri L. Stone

Mark Bergstrahl (SEAL)
Mark Bergstrahl

Susan N. Bergstrahl (SEAL)
Susan N. Bergstrahl

Lot numbered 10, in Block lettered D, in the subdivision known as "PLAT TWO", FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 30th day of August, 1983, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mark Bergstrahl & Susan Bergstrahl, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

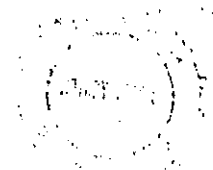
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Josephine Sibley
Josephine Sibley Notary Public

My Commission expires:

7/1/86

18625 Blue Violet Lane
Brook.



SCHEDULE A

~~Witness~~
Witness Jessica H. Dourherty

Carol A. Ward (SEAL)
Carol A. Ward

H. L. Ward, Jr. (SEAL)
H. L. Ward, Jr.

Lot numbered 20, in Block lettered J, in the subdivision known as "PLAT THREE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12889

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 29th day of August, 1983, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Carol A. Ward & H. L. Ward, Jr. known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Jean L. Orme
Jean L. Orme Notary Public

My Commission expires: 7/1/86

SCHEDULE A

Barbara Elliott
Witness Barbara Elliott

Harry J. Hahn (SEAL)
Harry J. Hahn

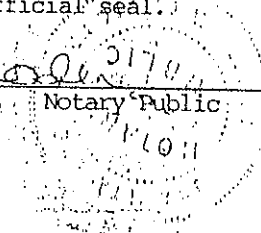
Joan S. Hahn (SEAL)
Joan S. Hahn

Lot numbered 29, in Block lettered K, in the subdivision known as "PLAT TWO, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 5 day of August, 1983, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harry J. Hahn and Joan S. Hahn, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

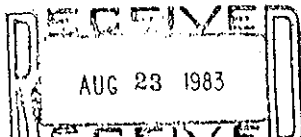
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Juanita Oden
Juanita Oden Notary Public


My Commission expires:

JUANITA ODEN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1985

18700 Floral Hill Way



DECLARATION OF ANNEXATION

MISC.
CHECK

66.00
66.00

THIS DECLARATION made this 14th day of May, 1985, by and between COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC., party of the first part, and those parties whose names are set forth on Schedule A attached hereto and made a part hereof, hereinafter collectively referred to as "Owner", parties of the second part.

WHEREAS, the COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. is a Maryland non-profit corporation whose Articles of Incorporation are filed among the Corporate Records of the office of the Clerk of the Circuit Court for Montgomery County, Maryland in Liber 0421 at Folio 549, and

WHEREAS, the owner is the title holder to the land described on Schedule A hereof, and

#09904 C850 R02 T10:
MAY 31

WHEREAS, all the land is located in Montgomery County, Maryland, in the subdivision known as "Flower Hill", its unofficial designation being "Courts of Flower Hill", and

WHEREAS, Pettit & Griffin, Inc. recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" (hereinafter sometimes referred to as "Declaration") among the Land Records of Montgomery County, Maryland, in Liber 5903 at Folio 778, which was dated June 30, 1982, and

WHEREAS, the land described on Schedule A was omitted from the aforesaid Declaration recorded in Liber 5903 at Folio 778, and

MISC.
CHECK

40.00
40.00

WHEREAS, Article XIII, Section 4 of said Declaration provides as follows: "Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, however, that the consent of Maryland-National Capital Park and Planning Commission shall be obtained before any annexations or additions to the associations are made."

#08923 C850 R02 T11:
MAY 31

WHEREAS, the parties to this instrument are desirous of having the land described on Schedule A annexed as provided in the aforesaid Declaration by Article XIII, Section 4, and

WHEREAS, the COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. did at a meeting held on the 14th day of May, 1985, by a vote of two-thirds (2/3) of each class of its members, consent to the annexation of the land described on Schedule A hereof.

Verified By: AK

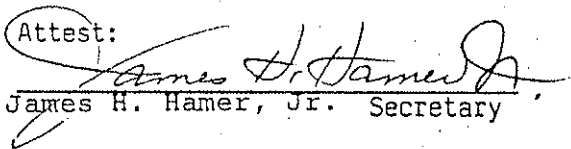
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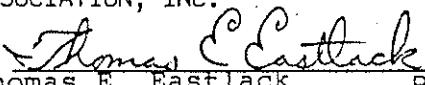
66.00

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the said COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. and the said owners do hereby publish and declare that all the property described on Schedule A shall be held, sold and conveyed subject to all of the terms and conditions, duties and liabilities and together with all of the rights and privileges, as more fully set forth in that document entitled "Declaration of Covenants, Conditions and Restrictions" dated June 30, 1982 and recorded among the Land Records of Montgomery County, Maryland in Liber 5903 at Folio 778, and as amended, which are for the purpose of protecting the value and desirability of the land described on Schedule A of this instrument as well as the land described in the aforesaid Declaration, and which shall run with the title to said property described on Schedule A hereof and in the original Declaration, as amended, and be binding on all parties having any right, title, interest or estate in and to said properties or any part thereof, their heirs, devisees, personal representatives, successors and assigns, and the rights and privileges which shall inure to the benefit of each owner of said properties.

Pursant to the terms of the aforesaid Article XIII, Section 4, the Maryland-National Capital Park and Planning Commission joins in the execution of this instrument to indicate its consent to the terms and conditions of the same.

WITNESS the seals and signatures of the parties hereto on the day and year first hereinbefore written.

Attest:

 James H. Hamer, Jr. Secretary

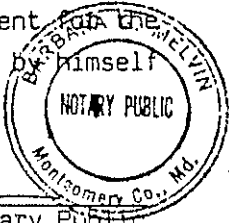
COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC.
 By  (SEAL)
 Thomas E. Eastlack President

Consented to by:
 MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
 By _____ (SEAL)

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas E. Eastlack who acknowledged himself to be the President of the COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes 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.
 My Commission expires: 7/1/86


 Barbara E. Melvin Notary Public

SCHEDULE A

Thomas E. Eastlack
Witness Thomas E. Eastlack

Richard Baum (SEAL)
RICHARD BAUM

Elaine Baum (SEAL)
ELAINE BAUM

Lot numbered 5, in Block lettered D, in the subdivision known as "PLAT 2, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD & ELAINE BAUM, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Barbara G. Melvin
Notary Public
Barbara G. Melvin



My Commission expires: 7/1/86

18645 Blue Violet Lane

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1996937	42	5	D	8073 F	0	0



SCHEDULE A

Thomas E. Eastlack
Witness Thomas E. Eastlack

Ann Marie Clements (SEAL)
ANN MARIE CLEMENTS
Vincent Clements (SEAL)
VINCENT CLEMENTS

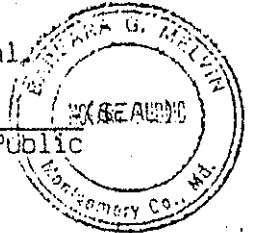
Lot numbered 4, in Block lettered A, in the subdivision known as "PLAT ONE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared VINCENT AND ANN MARIE CLEMENTS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Barbara G. Melvin
Notary Public
Barbara G. Melvin



My Commission expires: 7/1/86

18808 Flower Hill Way

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	Folio
9	43	18808 1970907	42	4	A	13266 13266F	5820 5820	17 17

SCHEDULE A

Thomas E. Eastlack
Witness Thomas E. Eastlack

Steven G. Futrowsky (SEAL)
STEVEN G. FUTROWSKY

Diane J. Futrowsky (SEAL)
DIANE J. FUTROWSKY

Lot numbered 23, in Block lettered S in the subdivision known as "PLAT 2, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Steven G. & Diane J. Futrowsky, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

My Commission expires: 7/1/86

Barbara G. Melvin (SEAL)
Notary Public
Barbara G. Melvin
Montgomery County, Md.

18624 Blue Violet Lane

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1976824	42	23	C	7142 F	5817	41



SCHEDULE A

Thomas E. Eastlack
Witness Thomas E. Eastlack

Peter C. Carr (SEAL)
PETER C. CARR

Rebecca K. Carr (SEAL)
REBECCA J. CARR

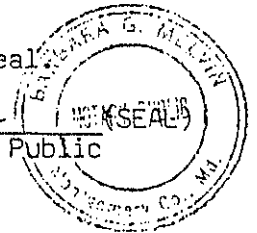
Lot numbered 24, in Block lettered C, in the subdivision known as "PLAT 2, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PETER C. & REBECCA K. CARR, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Barbara G. Melvin
Notary Public
Barbara G. Melvin



My Commission expires: 7/1/86

18620 Blue Violet Lane

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1976835	42	24	C	7162F	5813	531



Bring May 14,

SCHEDULE A

Thomas E. Eastlack
Witness THOMAS E. EASTLACK

Robert Murphy (SEAL)
ROBERT MURPHY

Margaret A. Murphy (SEAL)
MARGARET A. MURPHY

Lot numbered 26 in Block lettered J, in the subdivision known as "PLAT 3, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12889

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT & MARGARET A. MURPHY, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Barbara G. Melvin (SEAL)
Notary Public
Barbara G. Melvin

My Commission expires: 7/1/86

8400 Flower Hill Terrace

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLI
9	43	1977293	42	26	J	9002 F	5923	5



SCHEDULE A

Thomas E. Eastlack
Witness Thomas E. Eastlack

Sharon L. Petronio (SEAL)
SHARON L. PETRONIO

Alan Petronio (SEAL)
ALAN PETRONIO

Lot numbered 17, in Block lettered J, in the subdivision known as "PLAT 3, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 11C at Plat 6889

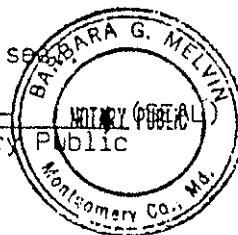
STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared SHARON L. & ALAN PETRONIO, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

My Commission expires: 7/1/86

Barbara G. Melvin
Notary Public
Barbara G. Melvin



8421 Flower Hill Terrace

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1977203	42	17	J	10285 F	5869	175



SCHEDULE A

Charles Collier
Witness

X Roderick E. Gerek (SEAL)
RODERICK GEREK

X Amy Renee Gerek (SEAL)
AMY RENEE GEREK

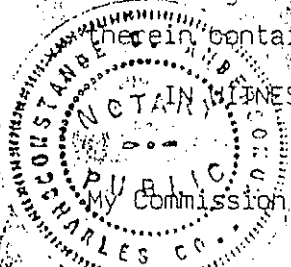
Lot numbered 18, in Block lettered J, in the subdivision known as "PLAT 3, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12889

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

CHARLES

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Roderick E. Gerek, known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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



Constance C. Anderson (SEAL)
CONSTANCE C. ANDERSON Notary Public

My Commission expires:

My Commission Expires July 1, 1986

State of Maryland
County of Saint Mary's, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared AMY RENEE GEREK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purpose therein contained.

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

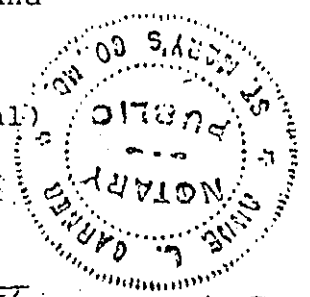


Anne L. Garner (seal)
Notary Public

My Commission expires:

7/1/86

8420 Flower Hill Terrace



DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES	FEET	LIBER	FOLIO
9	43	1977214	42	18	J	12070	F	6214	612

LIBER 6748 FOLIO 328

Montgome Co, Standard Federal Savings & Loan

LIBER 6748 FOLIO 567

SCHEDULE A

Thomas E. Eastlack
Witness Thomas E. Eastlack

Thomas McCarthy (SEAL)
THOMAS MCCARTHY
Cecelia McCarthy (SEAL)
CECELIA MCCARTHY

Lot numbered 14, in Block lettered B, in the subdivision known as "PLAT ONE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814

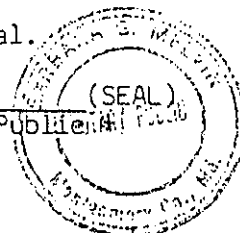
STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS & CECELIA MCCARTHY, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

My Commission expires: 7/1/86

Barbara G. Melvin (SEAL)
Notary Public
Barbara G. Melvin



18752 Blue Violet Lane

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1971161	42	14	B	119.53 F	6725	488



SCHEDULE A

Thomas E Eastlack
Witness Thomas E. Eastlack

William H. Leffler (SEAL)
WILLIAM H. LEFFLER

Eileen M. Hughes (SEAL)
EILEEN M. HUGHES

Lot numbered 20, in Block lettered C, in the subdivision known as "PLAT 2,
FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgom-
ery County, Maryland, in Plat Book 110 at Plat 12888

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber,
a Notary Public in and for the State and County aforesaid, personally appeared
WILLIAM H. LEFFLER & EILEEN M. HUGHES, known to me (or satisfactorily proven)
to be the persons whose names are subscribed to the within instrument, and did
acknowledge the foregoing instrument to be his act and deed for the purposes
therein contained.

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

My Commission expires: 7/1/86

Barbara G. Melvin
Barbara G. Melvin Notary Public



18636 Blue Violet Lane

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1976790	42	20	C	7556 F	6658	424



SCHEDULE A

Thomas E. Eastlack
Witness Thomas E. Eastlack

James A. Morrison (SEAL)
JAMES MORRISON

Kathleen Morrison (SEAL)
KATHLEEN MORRISON

Lot numbered 11, in Block lettered B, in the subdivision known as "PLAT ONE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES & KATHLEEN MORRISON, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Barbara G. Melvin
Notary Public
Barbara G. Melvin



My Commission expires: 7/1/86

18740 Blue Violet Lane

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1971137	42	11	B	9303 F	5947	596



SCHEDULE A

Laura K. Ochr
Witness Laura K. Ochr

Edward L. Moore (SEAL)
Edward L. Moore

Patricia M. Moore (SEAL)
Patricia M. Moore

Lot numbered 10, in Block lettered B, in the subdivision known as "PLAT 1, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

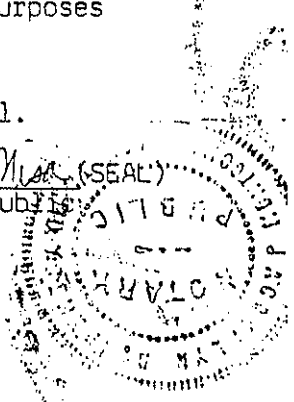
I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Edward L. Moore & Patricia M. Moore, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

My Commission expires:

Jacquelyn B. DiMisa (SEAL)
Notary Public
Jacquelyn B. DiMisa
My Commission Expires July 1, 1985

18736 Blue Violet Lane



DIST	SUB	ACCOUNT NO	PL	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1971126	42	10	B	10536 F	5680	356



SCHEDULE A

Bernard G. Bromberg
Witness Bernard G. Bromberg

Eugene J. Buchalew (SEAL)
EUGENE J. BUCHALEW
Carol L. Buchalew (SEAL)
CAROL L. BUCHALEW

Lot numbered 9, in Block lettered B, in the subdivision known as "PLAT ONE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

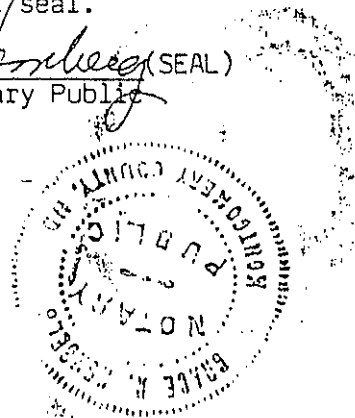
I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Eugene J. & Carol L. Buchalew, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

My Commission expires: 7-5-86

Grace R. Homberg (SEAL)
Notary Public
Grace R. Homberg

18732 Blue Violet Lane



DIST	SUB	ACCOUNT NO	TTC	LOT	BLK	ACRES FEET	LIBER	Folio
9	43	1971115	42	9	B	10266 F	5707	833



SCHEDULE A

Thomas E. Eastlack
Witness Thomas E. Eastlack

Stephen S. Klein (SEAL)
STEPHEN S. KLEIN
Pamela Ilene Klein (SEAL)
PAMELA ILENE KLEIN

Lot numbered 7, in Block lettered B, in the subdivision known as "PLAT One, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814.

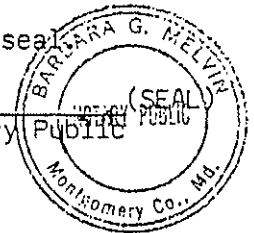
STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared STEPHEN S. & ILENE KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Barbara G. Melvin

Barbara G. Melvin



My Commission expires: 7/1/86

18724 Blue Violet Lane

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1971092	42	7	B	10666 F	6486	874



SCHEDULE A

Thomas E Eastlack
Witness Thomas E. Eastlack

Joseph Scigliano (SEAL)
JOSEPH SCIGLIANO

Patricia Scigliano (SEAL)
PATRICIA SCIGLIANO

Lot numbered 2, in Block lettered B, in the subdivision known as "PLAT ONE FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat # 12814

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH & PATRICIA SCIGLIANO, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Barbara G. Melvin (SEAL)
Notary Public
Barbara G. Melvin

My Commission expires: 7/1/86

18704 Blue Violet Lane

DIST	SUB	ACCOUNT NO	T/C	LOT	BLK	ACRES FEET	LIBER	FOLIO
9	43	1971046	42	2	B	9068 F	611	529



DECLARATION OF ANNEXATION

THIS DECLARATION made this 31st day of May, 1990, by and between the Courts of Flower Hill Homeowners Association, party of the first part, and those parties whose names are set forth on Schedule A attached hereto and made a part thereof, hereinafter collectively referred to as "owner", parties of the second part.

WHEREAS, the Courts of Flower Hill Homeowners Association is a Maryland non-profit corporation whose Articles of Incorporation are filed among the Corporate Records of the office of the Clerk of the Circuit Court for Montgomery County, Maryland in Liber 0421 at Folio 549, and

WHEREAS, the owner is the title holder to the land described on Schedule A hereof, and

WHEREAS, all of the land is located in Montgomery County, Maryland, in the subdivision known as Flower Hill its unofficial designation being the Courts of Flower Hill, and

WHEREAS, Pettit & Griffin, Inc., recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" among the Land Records of Montgomery County, Maryland, in Liber 5903 Folio 778, which was dated June 30, 1982, and

WHEREAS, the land described on Schedule A was omitted from the aforesaid Declaration recorded in Liber 5903 Folio 778, and

WHEREAS, Article XIII Section 4 of said declaration provides as follows:

"Annexation. Additional residential properties and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, the the consent of Maryland National Capital Park and Planning Commission shall be obtained before any annexations or additions to the associations are made."

WHEREAS, the parties to this instrument are desirous of having the land described on Schedule A annexed as provided in the aforesaid Declaration by Article XIII Section 4, and

WHEREAS, the Courts of Flower Hill Homeowners Assoc., Inc, did, at a meeting held on the 19th day of April, 1983 by a vote of two-thirds (2/3) of each class of its members, consent to the annexation of the land described on Schedule A hereof.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the said Courts of Flower Hill Homeowners Association, Inc. and the said owners do hereby publish and declare that all of the property described in Schedule A shall be held, sold and conveyed subject to all the terms and conditions, duties and liabilities and together with all of the rights and privileges, as more fully set forth in that document entitled, " Declaration of Covenants, Conditions and Restrictions" dated 6/30/82 and recorded among the land records

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

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of Montgomery County, Maryland in Liber 5903 at Folio 778, and as amended, which are for the purpose of protecting the value and desirability of the land described on Schedule A of this instrument as well as the land described in the aforesaid Declaration, and which shall run with the title to said property described on Schedule A hereof and in the original Declaration, as amended, and be binding on all parties having any right, title, interest or estate in and to said properties or any part thereof, their heirs, devisees, personal representatives, successors, and assigns, and the rights and privileges which shall inure to the benefit of each owner of said properties.

Pursuant to the terms of the aforesaid Article XIII, Section 4, the Flower Hill Central Corporation joins in the execution of this instrument to indicate its consent to the terms and conditions of the same.

WHEREAS, the Veterans Administration has approved this annexation.

WITNESS the seals and signatures of the parties hereto on the day of the year first hereinbefore written.

Attest:

COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC.

Carolyn Rubinstein
Secretary
Carolyn Rubinstein

By [Signature]
W. P. REINSO President

CONSENTED TO BY:
FLOWER HILL CENTRAL CORP., INC.

By [Signature]
ROBERT J. SMITH President

CONSENTED TO BY:
VETERANS ADMINISTRATION

By [Signature] 11/27/91
SHARON C. ZYNA Title

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 3 day of Aug, 1991, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared who acknowledged himself/herself to be the President of COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION INC. and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself/herself, as such officer.



IN WITNESS WHEREOF, I hereunto set my hand and seal

[Signature]
Notary Public

My commission expires: 11/1/93 Mary FRANK

SCHEDULE A

W. A. Allain, Jr.
Witness:
W. A. ALLAIN, JR.

Raymond Diederich
RAYMOND DIEDERICH
Sandra L. Diederich
SANDRA L. DIEDERICH

Lot numbered 8, in Block lettered D, in the subdivision known as "PLAT two FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat #12888

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 28th day of April, 1997, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Raymond Diederich, known to me (or satisfactorily proven) to be the persons who names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

My commission expires:

Leo E. Colbert
Leo E. Colbert Notary Public
(seal)

LEO E. COLBERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

Parcel I. D. - 1864923

Title insurer: N/A

RECORDED
MAY 1 1997
MONTGOMERY COUNTY, MARYLAND

SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the land conveyed by Western Investments Corp., a Maryland Corporation, to Pettit & Griffin, Inc., a Maryland Corporation, by deed dated March 14, 1979, and recorded among the Land Records of Montgomery County, Maryland, in Liber 5296 at Folio 838, that iron pipes shown thereon and concrete monuments shown thereon are in place as shown, and that the total area of land included in this plan of subdivision is 486,261 square feet or 11.1630 acres of which 81,880 square feet or 1.8792 acres are dedicated to public use.

Date: 7/30/79

Guy Martin Burdette
Registered Professional Land Surveyor
Md. Reg. No. 115

OWNER'S DEDICATION

We, Pettit & Griffin, Inc., a Maryland corporation by John H. Pettit, President, and Richard B. Pettit, Secretary, owner of the property shown hereon and described in the Surveyor's Certificate, hereby adopt this plan of subdivision, establish the minimum building restriction lines, dedicate the streets to public use, as estate easements for storm drain as shown.

Further, we establish slope easements 25 feet wide along the streets and across all lots as required by Montgomery County Ordinance No. 4-115, said slope easements shall be terminated after all required public improvements abutting said easements have been lawfully completed and have been accepted for maintenance by Montgomery County, Maryland.

Further, we grant to Montgomery County, Maryland, its successors and assigns, forever, a ten-foot wide Public Improvement Easement along all territory roads only, shown hereon as "P.I.E.", with the terms and provisions of said grant being those set forth in that certain document entitled "Declaration of Easement" recorded among the Land Records of Montgomery County, Maryland, in Liber 5327 at Folio 721, which said terms and provisions are hereby incorporated by this reference.

Further, we grant to the Washington Suburban Sanitary Commission, its successors and assigns, as shown hereon, if any, and the ten (10) foot easements shown as "10' P.I.E." for the construction, reconstruction, maintenance, and operation of all storm, sewer and sanitary sewers and appurtenances, and we grant to the parties named in a document, entitled "Declaration of Easements and Provisions of Public Utility Easements", recorded in Liber 3698 at Folio 457 of the Land Records, public utility easements shown as "10' P.U.E." hereon, subject to all current and future regulations of all Federal, State, and Local government agencies.

There are no suits of action, leases, liens, or trusts on the property included in this plan of subdivision against the (2) certain deeds of trust and the parties in interest therein to have been indicated thereon.

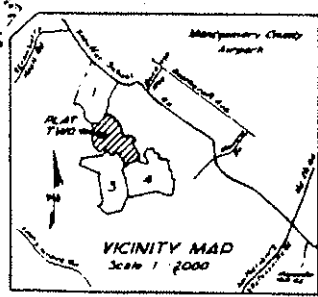
Date August 14, 1979
Richard B. Pettit, Secretary
John H. Pettit, President

We hereby consent to this plan of subdivision:

Date August 14, 1979

The Riggs National Bank of Washington, D.C.

Charles L. Seaman, President
Betty B. Baldwins, Witness
Richard E. Forbes, Trustee



AREA TABULATION table with columns for lot numbers and areas.

NOTE: This development conforms with the requirements of Chapter 29-4 of the Montgomery County Code to provide adequate storm drain facilities. This land has within a 10' Common Law Easement a storm drain controlled easement for use in accordance with the approved development plan. No construction under any future easements shall be shown hereon in violation of the requirements of the Montgomery County Code.

PLANNING COMMISSION BOARD
10/13/79
D. J. Marre

MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF TRANSPORTATION
APPROVED: 11 JANUARY 1980

BY: [Signature]
DEPUTY DIRECTOR

PLAT TWO
BLOCK "D" AND PART OF BLOCK "C"
FLOWER HILL
GAITHERSBURG (469) DISTRICT
MONTGOMERY COUNTY, MARYLAND
Scale 1"=100' March, 1979

GREENHORNE & COMPANY
ENGINEERS & SURVEYORS
622 HUNTER HARBOR DRIVE, SUITE 80
ROCKVILLE, MD

STAMP

LTB FOL
10939.455

ID# 01976846

DECLARATION OF ANNEXATION

THIS DECLARATION made this 19th day of May, 1992, by and between the Courts of Flower Hill Homeowners Association, party of the first part, and those parties whose names are set forth on Schedule A attached hereto and made a part thereof, hereinafter collectively referred to as "owner", parties of the second part.

WHEREAS, The Courts of Flower Hill Homeowners Association is a Maryland non-profit corporation whose Articles of Incorporation are filed among the Corporate Records of the officer of the Clerk of the Circuit Court for Montgomery County, Maryland in Liber 0421 at Folio 549, and

WHEREAS, the owner is the title holder to the land described on Schedule A hereof, and

WHEREAS, all of the land is located in Montgomery County, Maryland, in the subdivision known as Flower Hill, its unofficial designation being the Courts of Flower Hill, and

WHEREAS, Pettit & Griffin, Inc., recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" among the Land Records of Montgomery County, Maryland, in Liber 5903 Folio 778, which was dated June 30, 1982, and

WHEREAS, the land described on Schedule A was omitted from the aforesaid Declaration recorded in Liber 5903 Folio 778, and

WHEREAS, Article XIII Section 4 of said declaration provides as follows:

" Annexation. Additional residential properties and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, that the consent of Maryland National Capital Park and Planning Commission shall be obtained before any annexations or additions to the associations are made."

WHEREAS, the parties to this instrument are desirous of having the land described on Schedule A annexed as provided in the aforesaid Declaration by Article XIII Section 4, and

WHEREAS, the Courts of Flower Hill Homeowners Association, Inc. did at a meeting held on the 19th day of April, 1983 by a vote of two-thirds (2/3) of each class of its members, consent to the annexation of the land described on Schedule A hereof.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, the the said Courts of Flower Hill Homeowners Association, Inc. and the said owners do hereby publish and declare that all of the property described in Schedule A shall be held, sold and conveyed subject to all the terms and conditions, duties and liabilities and together with all of the rights and privileges, as more fully set forth in that document entitled, "Declaration of Covenants, Conditions and Restrictions" dated 6/30/82 and recorded among the land records

MISC I	44.0
NAMES	
1981.00	19.6
PARCEL ID	1.6
SURCHARGE	2.1
SUBTOTAL	64.6
CHECK TL	36.1
#514240 0003 R13 708	12/11

92 DEC 17 A 8:45 A
FILED
CLERK OF THE CIRCUIT COURT
MONTGOMERY CO. MD

19
21

LJB FOL
T0933.456

as amended, which are for the purpose of protecting the value and desirability of the land described on Schedule A of this instrument as well as the land described in the aforesaid Declaration, and which shall run with the title to said property described on Schedule A hereof and in the original Declaration, as amended, and be binding on all parties having any right, title, interest or estate in and to said properties or any part thereof, their heirs, devisees, personal representatives, successors, and assigns, and the rights and privileges which shall inure to the benefit of each owner of said properties.

Pursuant to the terms of the aforesaid Article XIII, Section 4, the Flower Hill Central Corporation joins in the execution of this instrument to indicate its consent to the terms and conditions of the same.

WHEREAS, the seals and signatures of the parties hereto on the day of the year first hereinbefore written.

Attest:

COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC.

C. Julia Allenson
Secretary

By Martha R. Norton
President

CONSENTED TO BY:
FLOWER HILL CENTRAL CORP., INC.

By James M. Mangione
President

CONSENTED TO BY:
VETERANS ADMINISTRATION

By Howard A. [Signature]
Acting Chief, C&V Title

DISTRICT OF COLUMBIA, CITY OF WASHINGTON
~~STATE OF MARYLAND, COUNTY OF MONTGOMERY~~, to wit:

I HEREBY CERTIFY that on this 18th day of May, 1992, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MARtha R. NORTON who acknowledged himself/herself to be the President of Courts of Flower Hill Homeowners Association, Inc. and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself/herself, as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and seal

Anne L. Sefton
Notary Public

My Commission Expires October 14, 1993

My commission expires: _____

SCHEDULE A

Robert L. Driver
Witness ROBERT L. DRIVER

Robert F. Scott, Jr. (Seal)
ROBERT F. SCOTT, JR.

Anita P. Scott (Seal)
ANITA P. SCOTT


Lot numbered 25, in Block lettered C, in the subdivision known as "Plat Two, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888.

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 16th day of JUNE, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT F. SCOTT & ANITA P. SCOTT, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Barbara G. Melvin
Notary Public
Barbara G. Melvin



My Commission expires: 7/1/86

LTB FOL
10933.458

SCHEDULE A

Robert L. Driver

Witness ROBERT L. DRIVER

Cheryll Clark (Seal)

CHERYLL A. CLARK

(Seal)

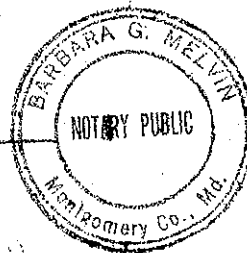
Lot numbered 5, in Block lettered A, in the subdivision known as "Plat ONE", FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814.

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 16th day of June, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Cheryll Clark, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Barbara G. Melvin
Notary Public
Barbara G. Melvin



My Commission expires:

7/1/86

LTS FOL
T0939.459

SCHEDULE A

Robert L. Driver
Witness Robert L. Driver

Robert Muir, Jr. (Seal)
Robert Muir, Jr.

Marian A. Muir (Seal)
Marian A. Muir

Lot numbered 6, in Block lettered A, in the subdivision known as "Plat One, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814.


STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 16th day of JUNE, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert & Mariann Muir, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

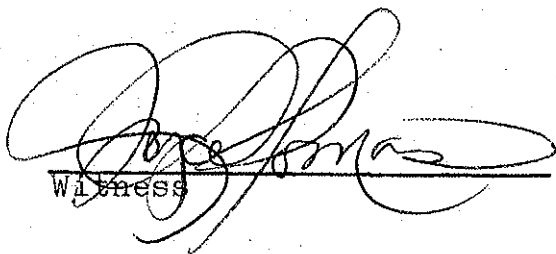
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

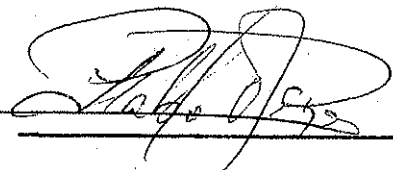
My Commission expires: 7/1/86

Barbara G. Melvin
Notary Public
Barbara G. Melvin



SCHEDULE A


Witness



(Seal)

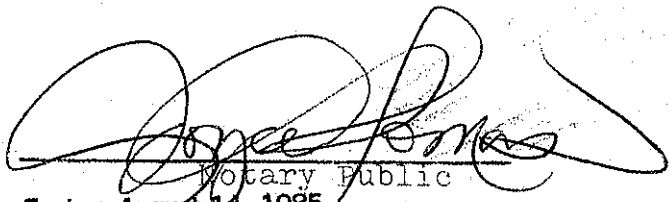
(Seal)

Lot numbered 1B, in Block lettered C, in the subdivision known as "Plat TWO, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888.

~~STATE OF MARYLAND~~ District of Columbia:
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 26th day of July, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. PABLO OTERO, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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



Notary Public

My Commission expires ~~My Commission Expires August 14, 1985~~

RECEIVED
AUG 18 1985
RECEIVED

LIB. FOL
T0933.461

Parcel # 01977282

SCHEDULE A

Sandra M. Olmsted
Witness Sandra M. Olmsted

Michael A. Batson (Seal)
Michael A. Batson

Shelley E. Batson (Seal)
Shelley E. Batson

Lot numbered 85, in Block lettered J, in the subdivision known as "Plat Three, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 13889.

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 16th day of June, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mike & Shelley Batson, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Ronald Jack Olmsted, Jr.
Notary Public
Ronald Jack Olmsted, Jr.

My Commission expires: July 1, 1986

I. D. #

LIB. FOL.
10933.482

SCHEDULE A

Thomas E. Eastlack
Witness THOMAS E. EASTLACK

Alan W. Meyer (SEAL)
ALAN W. MEYER

Kristine L. Meyer (SEAL)
KRISTINE L. MEYER

Lot numbered 16, in Block lettered J, in the subdivision known as "PLAT 3",
FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgom-
ery County, Maryland, in Plat Book 110 at Plat 12889

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to witt:

I HEREBY CERTIFY that on this 14th day of May, 1985, before the subscriber,
a Notary Public in and for the State and County aforesaid, personally appeared
Alan and Kristine Meyer, known to me (or satisfactorily proven)
to be the persons whose names are subscribed to the within instrument, and did
acknowledge the foregoing instrument to be his act and deed for the purposes
therein contained.

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

Pamela A. Murphy (SEAL)
PAMELA A. MURPHY Notary Public

My Commission expires:
PAMELA A. MURPHY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

8417 Flower Hill Terrace

DIST	SUB	ACCOUNT NO	TIC	LOT	BLK	ACRES-FEET	LIBER	FOLIO
9	43	1977191	42	16	J	9722 F	5861	230

5-25-84
JEAL/24

LIB. FOL
T0939.453

SCHEDULE A

Robert L. Dixon
Witness

Kamal Chassenoff

Melvin Chassenoff (Seal)

Lot numbered 15, in Block lettered J, in the subdivision known as "Plat THREE, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12889.

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this ___ day of _____, 1986, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Notary Public

My Commission expires:

LIB. FILE
10939.464

SCHEDULE A

Robert L. Dixon
Witness

James G. Hady (Seal)

Mira L. Hader (Seal)

Lot numbered 15, in Block lettered c, in the subdivision known as "Plat Two, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12888.

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this ___ day of _____, 1985, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing instrument to be his act and deed for the purposes therein contained.

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

Notary Public

My Commission expires:

1971057

SCHEDULE A

Robert L. Dixon
Witness

J. L. Bernal (Seal)

Carla L. Rommel (Seal)

Lot numbered 3, in Block lettered B, in the subdivision known as "Plat One, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat 12814.

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this ___ day of _____, 1986, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

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

Notary Public

My Commission expires:

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DESCRIPTION	AMOUNT
Flower Hill HOA - Declaration of Annexation w/attachments	
Recording/Filing Fee	50219

BETTIE A. SKELTON
CLERK CIRCUIT COURT
MONTGOMERY COUNTY MD.
RECORDING - 217-7116
12/17/92

MISC I 44.00
NAMES
21.00 19.00
PARCELS 1.00
SURCHARGE 2.00
TOTAL 66.00
CHECK TL 66.00

THANK YOU
4240 0003 R17 700-48

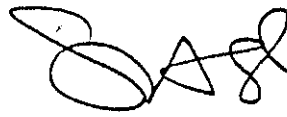
Center
e Drive, Suite 250-A
Maryland 20817

: Flower Hill - Declaration of Annexation

Dear Kim:

Please find enclosed a Declaration of Annexation dated May 1, 1992 along with attachments relating to specific property. I am requesting that you record this Declaration of Annexation with the attachments to it. Please be advised that I do not have the Parcel ID numbers for all of these properties and I would ask that you determine those Parcel ID numbers and place them on the Schedule A as is necessary. I am enclosing a blank check made payable to the Clerk, Montgomery County Circuit Court. Please advise me when this is on record and have the enclosed form completed so that we may bill our client accordingly.

Sincerely,



Steven A. Silverman

SAS:bt

Enclosures

F:\WP51\FILES\SASCL\DECL-AMX.FLH (9212)

DECLARATION OF ANNEXATION

10939/455

REC. 12-17-92

THIS DECLARATION made this ^{14th} day of *May*, 1992, by and between the Courts of Flower Hill Homeowners Association, party of the first part, and those parties whose names are set forth on Schedule A attached hereto and made a part thereof, hereinafter collectively referred to as "owner", parties of the second part.

WHEREAS, The Courts of Flower Hill Homeowners Association is a Maryland non-profit corporation whose Articles of Incorporation are filed among the Corporate Records of the officer of the Clerk of the Circuit Court for Montgomery County, Maryland in liber 0421 at Folio 549, and

WHEREAS, the owner is the title holder to the land described on Schedule A hereof, and

WHEREAS, all of the land is located in Montgomery County, Maryland, in the subdivision known as Flower Hill its unofficial designation being the Courts of Flower Hill, and

WHEREAS, Pettit & Griffin, Inc., recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" among the Land Records of Montgomery County, Maryland, in Liber 5903 Folio 778, which was dated June 30, 1982, and

WHEREAS, the land described on Schedule A was omitted from the aforesaid Declaration recorded in Liber 5903 Folio 778, and

WHEREAS, Article XIII Section 4 of said declaration provides as follows:

" Annexation. Additional residential properties and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, that the consent of Maryland National Capital Park and Planning Commission shall be obtained before any annexations or additions to the associations are made."

WHEREAS, the parties to this instrument are desirous of having the land described on Schedule A annexed as provided in the aforesaid Declaration by Article XIII Section 4, and

WHEREAS, the Courts of Flower Hill Homeowners Association, Inc. did at a meeting held on the 19th day of April, 1983 by a vote of two-thirds (2/3) of each class of its members, consent to the annexation of the land described on Schedule A hereof.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, the the said Courts of Flower Hill Homeowners Association, Inc. and the said owners do hereby publish and declare that all of the property described in Schedule A shall be held, sold and conveyed subject to all the terms and conditions, duties and liabilities and together with all of the rights and privileges, as more fully set forth in that document entitled, "Declaration of Covenants, Conditions and Restrictions" dated 6/30/82 and recorded among the laud records

LAW OFFICES
SILVERMAN & SCHILD
1010 WAYNE AVENUE, SUITE 1440
SILVER SPRING, MD 20910

NationsBank

NationsBank of Maryland
Bethesda, MD 20817

10306

85-234/55
240

CHECK NO. 10306 DATE 12/14/92 AMOUNT

Clerk
Circuit Court of Maryland
for Montgomery County
Judicial Center
50 Courthouse Square
Rockville, Maryland 20850

NON-NEGOTIABLE

⑆05500234⑆ 63 0602 7⑈

LAW OFFICES
SILVERMAN & SCHILD
SILVER SPRING, MD 20910

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
12/14/92	Flower Hill EOA - Declaration of Annexation w/attachments	
	Recording/Filing Fee	50019

NON-NEGOTIABLE

L18 FILE
11911.57

of Montgomery County, Maryland in Liber 5903 at Folio 778, and as amended, which are for the purpose of protecting the value and desirability of the land described on Schedule A of this instrument as well as the land described in the aforesaid Declaration, and which shall run with the title to said property described on Schedule A hereof and in the original Declaration, as amended, and be binding on all parties having any right, title, interest or estate in and to said properties or any part thereof, their heirs, devisees, personal representatives, successors, and assigns, and the rights and privileges which shall inure to the benefit of each owner of said properties.

Pursuant to the terms of the aforesaid Article XIII, Section 4, the Flower Hill Central Corporation joins in the execution of this instrument to indicate its consent to the terms and conditions of the same.

WHEREAS, the Veterans Administration has approved this annexation.

WITNESS the seals and signatures of the parties hereto on the day of the year first hereinbefore written.

Attest:

Julia Allenson
Secretary

COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC.

By Martha Jean Norton
MARTHA JEAN NORTON
President

CONSENTED TO BY:
FLOWER HILL CENTRAL CORP., INC.

By James M. Mangino
JAMES M. MANGINO
President

CONSENTED TO BY:
VETERANS ADMINISTRATION

By Carolyn J. McCarthy
Carolyn J. McCarthy

District of Columbia/City of Washington CAROLYN MCCARTHY Title
~~SECRETARY~~ to wit:

I HEREBY CERTIFY that on this 4th day of October, 1993 before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Martha Jean Norton who acknowledged ~~himself~~/herself to be the President of COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. and that ~~he~~/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by ~~himself~~/herself, as such officer.

IN WITNESS WHEREOF, I hereunto set my and and seal

Anne L. Setton
Notary Public

My Commission Expires October 14, 1993
My commission expires: _____

LIE FILE
11901578

SCHEDULE A

Witness: _____

JEFFREY WILKIE
X

Lot numbered 2, in Block lettered D, in the subdivision known at "PLAT two FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat #12888

10# 9-43 -1976904

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 16 day of JULY, 1993, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jeffrey Wilkie, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

M. Latenser (seal)
Notary Public

My commission expires:

MAUREEN LATENSER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 30, 1995

MAUREEN LATENSER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 30, 1995

1911 576

DECLARATION OF ANNEXATION

THIS DECLARATION made this 16 day of July, 1993, by and between the Courts of Flower Hill Homeowners Association, party of the first part, and those parties whose names are set forth on Schedule A attached hereto and made a part thereof, hereinafter collectively referred to as "owner", parties of the second part.

WHEREAS, The Courts of Flower Hill Homeowners Association is a Maryland non-profit corporation whose Articles of Incorporation are filed among the Corporate Records of the officer of the Clerk of the Circuit Court for Montgomery County, Maryland in liber 0421 at Folio 549, and

WHEREAS, the owner is the title holder to the land described on Schedule A hereof, and

WHEREAS, all of the land is located in Montgomery County, Maryland, in the subdivision known as Flower Hill its unofficial designation being the Courts of Flower Hill, and

WHEREAS, Pettit & Griffin, Inc., recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" among the Land Records of Montgomery County, Maryland, in Liber 5903 Folio 778, which was dated June 30, 1982, and

WHEREAS, the land described on Schedule A was omitted from the aforesaid Declaration recorded in Liber 5903 Folio 778, and

WHEREAS, Article XIII Section 4 of said declaration provides as follows:

" Annexation. Additional residential properties and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, that the consent of Maryland National Capital Park and Planning Commission shall be obtained before any annexations or additions to the associations are made."

WHEREAS, the parties to this instrument are desirous of having the land described on Schedule A annexed as provided in the aforesaid Declaration by Article XIII Section 4, and

WHEREAS, the Courts of Flower Hill Homeowners Association, Inc. did at a meeting held on the 19th day of April, 1983 by a vote of two-thirds (2/3) of each class of its members, consent to the annexation of the land described on Schedule A hereof.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, the the said Courts of Flower Hill Homeowners Association, Inc. and the said owners do hereby publish and declare that all of the property described in Schedule A shall be held, sold and conveyed subject to all the terms and conditions, duties and liabilities and together with all of the rights and privileges, as more fully set forth in that document entitled, "Declaration of Covenants, Conditions and Restrictions" dated 6/30/82 and recorded among the land records

DECLARATION OF ANNEXATION

THIS DECLARATION made this 22 day of July, 1996, by and between the Courts of Flower Hill Homeowners Association, party of the first part, and those parties whose names are set forth on Schedule A attached hereto and made a part thereof, hereinafter collectively referred to as "owner", parties of the second part.

FILED
MOLLY D. RUHL
CLERKS OFFICE
MONTGOMERY COUNTY, MD.

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WHEREAS, The Courts of Flower Hill Homeowners Association is a Maryland non-profit corporation whose Articles of Incorporation are filed among the Corporate Records of the officer of the Clerk of the Circuit Court for Montgomery County, Maryland in Liber 0421 at Folio 549, and

WHEREAS, the owner is the title holder to the land described on Schedule A hereof, and

WHEREAS, all of the land is located in Montgomery County, Maryland, in the subdivision known as Flower Hill its unofficial designation being the Courts of Flower Hill, and

WHEREAS, Pettit & Griffin, Inc., recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" among the Land Records of Montgomery County, Maryland, in Liber 5903 Folio 778, which was dated June 30, 1982, and

WHEREAS, the land described on Schedule A was omitted from the aforesaid Declaration recorded in Liber 5903 Folio 778, and

WHEREAS, Article XIII Section 4 of said declaration provides as follows:

" Annexation. Additional residential properties and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, that the consent of Maryland National Capital Park and Planning Commission shall be obtained before any annexations or additions to the associations are made."

WHEREAS, the parties to this instrument are desirous of having the land described on Schedule A annexed as provided in the aforesaid Declaration by Article XIII Section 4, and

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RECORDING FEE 2.00
TOTAL 22.00
REPT MUSE REPT # 38811
REC CLS BK # 4449
OCT 23, 1996 11:02 AM

WHEREAS, the Courts of Flower Hill Homeowners Association, Inc. did at a meeting held on the 19th day of April, 1983 by a vote of two-thirds (2/3) of each class of its members, consent to the annexation of the land described on Schedule A hereof.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, the the said Courts of Flower Hill Homeowners Association, Inc. and the said owners do hereby publish and declare that all of the property described in Schedule A shall be held, sold and conveyed subject to all the terms and conditions, duties and liabilities and together with all of the rights and privileges, as more fully set forth in that document entitled, "Declaration of Covenants, Conditions and Restrictions" dated 6/30/82 and recorded among the land records

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of Montgomery County, Maryland in Liber 5903 at Folio 778, and as amended, which are for the purpose of protecting the value and desirability of the land described on Schedule A of this instrument as well as the land described in the aforesaid Declaration, and which shall run with the title to said property described on Schedule A hereof and in the original Declaration, as amended, and be binding on all parties having any right, title, interest or estate in and to said properties or any part thereof, their heirs, devisees, personal representatives, successors, and assigns, and the rights and privileges which shall inure to the benefit of each owner of said properties.

Pursuant to the terms of the aforesaid Article XIII, Section 4, the Flower Hill Central Corporation joins in the execution of this instrument to indicate its consent to the terms and conditions of the same.

WHEREAS, the Veterans Administration has approved this annexation.

WITNESS the seals and signatures of the parties hereto on the day of the year first hereinbefore written.

Attest:

Patricia Belk
Secretary

COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC.

By Jean Norton
President

CONSENTED TO BY:
FLOWER HILL CENTRAL CORP., INC.

By Cynthia A Hines
President

CONSENTED TO BY:
VETERANS ADMINISTRATION

By _____
Title

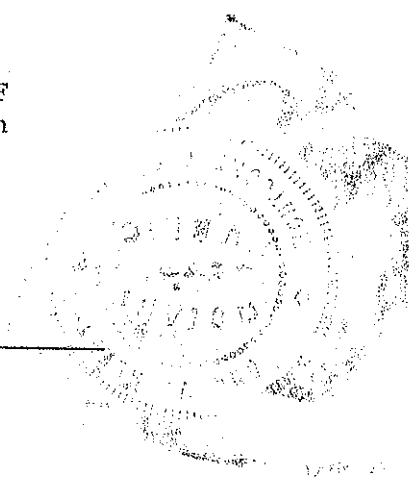
STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 22nd day of July, 1996, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jean Norton, who acknowledged himself/herself to be the President of COURTS OF FLOWER HILL HOMEOWNERS ASSOCIATION, INC. and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself/herself, as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and seal

Ann V Sweet
Notary Public

My commission expires: **ANN V. SWEET**
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 2, 1997



SCHEDULE A

Patricia A. Protack
Witness:

Bernard A. Babcock

Sandra Babcock

Lot numbered 11, in Block lettered A, in the subdivision known as "Plat ONE FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 110 at Plat # 12814

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 22nd day of July, 1996, before that subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BERNARD BABCOCK & SANDRA BABCOCK, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and did acknowledge that foregoing instrument to be his act and deed for the purposes therein contained.

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

Ann V. Sweet
Notary Public (seal)

ANN V. SWEET
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 2, 1997