

LIBER 3212 PAGE 577
DEED OF DECLARATION

THIS DEED OF DECLARATION made this 30th day of September, 1965,
by LEE-JAY, INC., a corporation organized and existing under and by virtue of the laws of
the State of Maryland, and MONTPELIER-WILLCOX LIMITED PARTNERSHIP, a Maryland
Limited Partnership,

WITNESSETH:

WHEREAS, LEE-JAY, INC., is the owner in fee simple of one parcel of real
property, situate in Prince George's County, Maryland, (said parcel being hereinafter re-
ferred to as "Section I") and MONTPELIER-WILLCOX LIMITED PARTNERSHIP is the owner
in fee simple of two parcels of real property, situate in Prince George's County, Maryland,
(said parcels being hereinafter referred to as "Section II" and "Section III") all three parcels
collectively and separately referred to as the "Entire Premises" known and described in Ex-
hibit A attached hereto and made a part hereof; and

WHEREAS, LEE-JAY, INC., and MONTPELIER-WILLCOX LIMITED PARTNER-
SHIP (both hereinafter referred to as "Declarant") propose to improve the "Entire Premises"
with apartment buildings on each of the aforesaid Section I, II, III, containing approximate-
ly the number of apartment dwelling units as follows:

Section I -----	245 apartment dwelling units
Section II -----	apartment dwelling units
Section III -----	apartment dwelling units

WHEREAS, Declarant further proposes to make the aforesaid improvements under
a general plan or scheme, and also desires hereby to create and establish certain easements,
restrictions and obligations, pursuant to such general plan or scheme, with respect to the En-
tire Premises subject to and upon which the Entire Premises will be improved, sold or held by
Declarant; and

WHEREAS, Declarant has and/or will make and provide certain roadway, walk-
way, recreational and swimming pool improvements and facilities called "Common Facilities"
in, under, over and upon the Entire Premises; and

WHEREAS, Declarant also desires to establish and create for the benefit of the
improvements to be made on the aforesaid Sections I, II, and III certain rights of use and
ingress and egress in, over and upon the said "Common Facilities" as well as the rights of

Wm. Paul M. Nussbaum,
- Box 228,
Hyattsville, Md.

Oct. 8, 1965

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maintenance, repair and replacement of same.

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NOW, THEREFORE, Declarant, as owner of the Entire Premises, for itself, its successors, and assigns, declares as follows:

1. That the Entire Premises shall not nor shall any portion thereof be used for any purpose other than as and for an apartment development with recreational facilities which shall include one or more swimming pools, cabanas, and playgrounds.
2. That no building, structure, or other obstruction shall hereafter be erected, placed, or located on any portion of said "Common Facilities" (other than pool houses and cabanas used in connection with said swimming pool).
3. That Declarant does hereby establish and create for the benefit of said Sections I, II, and III and does hereby give, grant, and convey to each and every person, firm, or corporation hereafter owning any portion of said Sections I, II, and III, a mutual, reciprocal and nonexclusive perpetual easement, license, right, and privilege of passage and use, both pedestrian and automotive, for the purpose of ingress and egress, as well as the use, maintenance, repair, and replacement thereof, upon and over all walkways and roadways hereinafter constructed on any part of the Entire Premises.
4. That Declarant does hereby establish and create for the benefit of said Sections I, II, and III, and does hereby give, grant, and convey to each and every person, firm, or corporation hereafter owning any portion of said Sections I, II, and III, a mutual, reciprocal, and nonexclusive perpetual easement, license, right, and privilege of use for the purpose of recreation and swimming thereon, as well as the maintenance, repair, and replacement thereof and ingress and egress thereto and therefrom, in, to, upon,

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and over any and all recreation and swimming pool facilities hereafter constructed on any part of the Entire Premises.

5. Declarant, for itself and its successors in title to all or any part of said Entire Premises, further declares and does hereby covenant and agrees to and with any person, firm, or corporation relying upon the easements, licenses, rights, and privileges hereby created or to whom said easements, licenses, rights, and privileges may be assigned or conveyed that upon completion of construction of said "Common Facilities", Declarant or the then owner or owners of every part of the Entire Premises will execute and cause to be filed among the Land Records of Prince George's County, Maryland, a further Declaration describing, by courses and distances or by survey or plat made by a licensed engineer attached to said Declaration, the exact location of the aforesaid "Common Facilities" as they shall then exist. In the event that Declarant, or the then owner or owners of any part of the Entire Premises shall fail or refuse to execute such Declaration and file the same in the aforesaid Land Records, at its or their sole cost and expense, any person relying upon such easements, licenses, rights, and privileges or to whom the same shall have been assigned or conveyed (including the holder of any one or more deeds of trust of all or any part of the Entire Premises given to secure construction and/or permanent financing of the aforesaid apartment project) may so execute and file said Declaration with the same effect as though said Declaration had been executed and filed by Declarant or the then owners of any part of the

Entire Premises and Declarant for itself and its successors in title to all or any part of said Entire Premises does hereby grant unto any and all such persons its irrevocable power of attorney to execute and file any such Declaration for it and in its name. Following the execution and filing of such Declaration the said "Common Facilities" shall not be disturbed or relocated without the prior written consent of all of the owners of the Entire Premises and any and all holders of mortgages or deeds of trust on the said Entire Premises.

6. The easements, licenses, rights, and privileges established, created, and granted hereby shall be for the benefit of, and restricted solely to the owners from time to time of the said Sections I, II, and III, but any owner may grant the benefit of such easement, license, right, or privilege to the tenants of such owner now or hereafter occupying apartment or dwelling units in buildings erected on said Entire Premises for the duration of such tenancies, and to the invitees of said tenants, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public; provided, however, that any such grant to such tenants and their invitees is and shall be subject to the right and power of the owners set forth in Paragraph 15 hereof.

Declarant for itself and the then owners in fee of all or any part of the said Entire Premises does, however, reserve the right to close temporarily all or any portion of the said "Common Facilities" to such extent, in the opinion of Declarant or the then owners of all or any part of the said "Common Facilities", as may be legally necessary and sufficient to prevent a dedication thereof or an accrual of any rights in any person other than as aforesaid or in the

public generally therein. Any such temporary closing shall, however, be further subject to the reasonable consent of the owners of Sections I, II, and III, or of the Management Committee as defined in Paragraph 8 hereinafter. In the event a dispute shall arise concerning the rights of the parties under this Paragraph 6, then such dispute shall be submitted to arbitration.

7. That in consideration of such mutual, reciprocal, and nonexclusive perpetual easements and as a condition precedent to the use and enjoyment thereof, each and every owner hereafter of any part of said Entire Premises shall share in all costs and expenses of the maintenance of the "Common Facilities", including, without limitations, all taxes, assessments, public liability insurance premiums, water and electricity, cleaning and janitorial work, snow removal, repairs and replacements, including resurfacing and restriping, maintenance of lights and light standards, maintenance of recreational and swimming pool facilities, landscaping, employees' wages, and all other functions necessary for the proper maintenance, upkeep, and operation of the said "Common Facilities". Such costs and expenses shall also include any accounting costs, attorneys' fees and court costs incurred in such operation and management of the said "Common Facilities" and in the administration and enforcement of the provisions hereof.

All such costs and expenses shall be pro-rated among the owners of the improvements situate on the Entire Premises in the same proportion as the number of rental units within buildings owned by each owner bears to the aggregate rental units within all buildings situate on the said Entire Premises. All such costs and expenses shall be so adjusted and paid annually, commencing on the first day of January of each year during the term of this Declaration.

8. That the responsibility hereafter for the maintenance, operation, and management of the said "Common Facilities" notwithstanding in whom fee ownership thereof may be then vested, together with all rights of reasonable access thereto for such purpose, and the administration and enforcement of the terms, covenants, conditions, restrictions, and obligations hereof may be vested in a Management Committee consisting of and in form agreed upon by all owners of the buildings or improvements situate on the Entire Premises. Representation on and voting rights and privileges in such Management Committee shall be pro-rated among the owners of such building areas in the same proportion as the number of rental units within the apartment buildings owned by each such owner bears to the aggregate number of rental units located within all apartment buildings situate on the Entire Premises. A majority of such votes, pro-rated as above, shall carry all business before such committee. In the event a dispute shall arise concerning the rights of the parties under this Paragraph 8, then such dispute shall be submitted to arbitration.

9. That all rights and obligations created hereby shall be mutual and reciprocal as among owners of any portion of the Entire Premises, and each shall be liable to all others for contribution of its proportionate share of the expenses in the manner herein set forth. Any or all other owners of any portion of the Entire Premises (or the Management Committee) shall have the right to cure any default on the part of any owner, including specifically but without limitation thereon, the right to cure a default in contribution of any delinquent owner by advancing the amount thereof, with the further right of reasonable access for such purposes upon the property of such delinquent owner

and with the right to demand and collect reimbursement from any such delinquent owner of the amount so advanced, together with interest from date of such advance at the rate of Six per centum (6%) per annum. Any claim herein for contribution or reimbursement and interest shall be respectively a secured right and a secured obligation and a lien therefor shall attach to that portion of the Entire Premises owned by the defaulting owner, effective upon recording of notice thereof among the Land Records of Prince George's County, Maryland. Any such lien shall, however, be subordinate to any mortgage or deed of trust now or hereafter covering any portion of the Entire Premises, and any purchaser at any foreclosure or trustees' sale (as well as any grantee of deed in lieu of foreclosure or trustees' sale) under any such mortgage or first deed of trust shall take title free from any such existing lien but otherwise subject to the provisions hereof.

10. That no part of the said "Common Facilities" shall ever be leased or the right to use same granted to any other person, firm, or corporation, except to the owners of the Entire Premises, and to tenants of such owners during the term of any tenancy, and to the guests or invitees of said tenants.

11. That the owner or owners now or hereafter of the Entire Premises shall not use any portion of the Entire Premises as or lease same, or permit the use of same, or permit the assignment or subletting under any lease of same to any tenant, assignee, or subtenant or for any purpose other than residential (the term "residential" shall include a doctor's or dentist's office provided same is part of a residential suite within the buildings located on said Entire Premises), without the prior written consent of the owner or owners and the mortgagees or beneficiaries of deeds of trust affecting said Entire Premises. Such

consent shall be evidenced by an amendment to this Declaration, duly executed, acknowledged, and delivered by all such owners and mortgagees or beneficiaries of deeds of trust and duly recorded among the Land Records of Prince George's County, Maryland.

12. That the owners of the Entire Premises shall carry and maintain comprehensive public liability insurance covering injuries to persons and property on, in, or about said "Common Facilities", in amounts to be agreed upon by all owners but no less than \$200,000 for injuries (including death) to one person, \$1,000,000.00 for injuries (including death) to more than one person, and \$50,000.00 for damages to property, the premiums for which shall be paid pro-rata as aforesaid by each of the said owners, and each policy or policies of insurance shall name all of the owners of the Entire Premises as additional assured thereunder.

13. That in the event of condemnation by any duly constituted authority for public or quasi-public use of all or any part of the Entire Premises, the portion of the award attributable to the value of any land and improvements within the easement area so taken shall be payable only to the owner in fee thereof subject, however, to the right of the holder of any deed of trust upon such land and improvements so taken to receive all or any part of such award and no claim thereon shall be made by other owners of any portion of the Entire Premises, provided, however, that all other owners of portions of the Entire Premises may file collateral claims with the condemning authority, over and above the value of the land and improvements within the easement area so taken, to the extent of any damage suffered by any such owners resulting from the severance

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of the appertinent area so taken, provided, further, however, that the owner in fee of each portion of the easement area so condemned shall promptly repair and restore the remaining portion thereof so owned by such owner as near as practicable to the condition of same immediately prior to such condemnation and without contribution from any other owner of the Entire Premises, except to the extent that the proceeds of such award are insufficient to pay the costs of restoration and repair.

14. That each of the owners of any part of the said "Common Facilities" shall use their best efforts to see that the proper taxing authorities segregate, for the purpose of real estate taxation, those portions of the Entire Premises located within the boundaries of the said "Common Facilities" and shall annually, and not later than December 31 of each year, exchange with all other such owners receipts or other evidence proving payment in full of all real property taxes upon the respective portions of the said "Common Facilities" owned by any such owner.

15. That the easements, restrictions, benefits, and obligations hereunder shall create mutual and reciprocal benefits and servitudes upon the Entire Premises, running with the land thereof, and shall be perpetual. This Declaration shall create privity of contract and/or estate with and among all grantees of all or any part of the Entire Premises, their heirs, executors, administrators, successors, or assigns. In the event of breach, or attempted or threatened breach, by any owner hereafter of any part of the Entire Premises, and any of the terms, covenants, and conditions hereof, any one or all other owners of the Entire Premises (or the Management

Committee) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, and any deed, lease, assignment, conveyance, or contract made in violation of this Declaration shall be void and may be set aside upon petition of one or more of the owners of said Entire Premises (or the Management Committee). All costs and expenses of any such suit or proceedings shall be assessed against the defaulting owner and shall constitute a lien against the real estate or the interest therein wrongfully deeded, leased, assigned, conveyed, or contracted for until paid, effective upon recording or notice thereof among the Land Records of Prince George's County, Maryland, but any such lien shall be subordinate to any mortgage or deed of trust covering any portion of the Entire Premises, and any purchaser at any foreclosure or trustees' sale (as well as any guarantee of deed in lieu of foreclosure or trustees' sale) under such mortgage or deed of trust shall take title free from any such existing lien but otherwise subject to the provisions hereof. The remedies of any one or all such owners of the Entire Premises (or the Management Committee) specified herein shall be cumulative as to each and as to all other permitted at law or in equity.

16. That the provisions of this Declaration may be abrogated, modified, rescinded, or amended in whole or in part only with the consent of all of the owners of the Entire Premises and of each and every mortgagee or beneficiary under any mortgage or deed of trust covering all or any part of the Entire Premises by declaration in writing, executed and acknowledged by all such owners and mort-

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gagees or beneficiaries, duly recorded among the Land Records of Prince George's County, Maryland; but this Declaration may not otherwise be abrogated, modified, rescinded or amended in whole or in part.

17. The following matters shall be settled by arbitration in accordance with the rules then applicable of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof; (a) any dispute made arbitrable by this Declaration in accordance with the provisions hereof, and (b) any dispute or question as to the performance or observance by any owner of any part of the Entire Premises concerning any of the terms, covenants, or conditions of this Declaration on such owner's part to be observed or performed. Upon such determination by arbitration of any dispute or question covered by Item (b) of this paragraph, the party required to perform the particular matter in dispute shall proceed within a reasonable time thereafter to satisfy the condition of such determination and in the event that funds are required by the terms of this Declaration and, therefore, all owners of the Entire Premises are required to contribute thereto in accordance with this Declaration the party required to perform shall be reimbursed for the cost of such improvement or maintenance in accordance with the provisions of this Declaration.

18. That the terms, covenants, conditions, and warranties herein shall inure to the benefit of and shall be binding upon the Declarant and the respective executors, administrators, legal representatives, successors, assigns, and beneficiaries of the Declarant.

Paul M. Nussbaum and Josef B. Brown, Trustees under that certain Deed of

Trust dated October 2, 1964, and recorded among the Land Records of Prince George's County, Maryland, in Liber 3045, at Folio 482, join in the execution of these presents for the sole and limited purpose of subordinating all of their right, title and interest in and to any part of the Entire Premises by virtue of said Deed of Trust, to all of the terms and provisions of this Deed of Declaration.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused these presents to be executed in form and manner proper and sufficient in law on the day and year first hereinabove written.

ATTEST:

LEE-JAY, INC.

[Signature]
In the Presence of: D. Jay Hyman

By [Signature]
LEE G. RUBENSTEIN President

[Signature]
Herbert Levenstein

[Signature]
Paul M. Nussbaum, Trustee (Seal)

[Signature]
Herbert Levenstein

[Signature]
Josef B. Brown, Trustee (Seal)

Witness:

MONTPELIER-WILLCOX LIMITED PARTNERSHIP

[Signature]
Constance E. Ancott

[Signature]
D. Jay Hyman General Partner

[Signature]
Constance E. Ancott

[Signature]
LEE G. RUBENSTEIN


STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S

On this 30th day of SEPTEMBER, 1965, before me, Herbert Levenstein

, the undersigned officer, personally appeared Paul M. Nussbaum and Josef B. Brown, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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


Herbert Levenstein Notary Public

My Commission Expires:

JULY 1, 1967

STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S

On this the 30th day of SEPTEMBER, 1965, before me,

Herbert Levenstein

, the undersigned officer, personally appeared LEE

G. RUBINSTEIN


, who acknowledged himself to be the President of

LEE-JAY, INC., a corporation, and that he, as such President, being authorized so

to do, executed the foregoing instrument for the purposes therein contained, by signing the

name of the corporation by himself as President.

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


Herbert Levenstein Notary Public

My Commission Expires:

JULY 1, 1967

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COUNTY OF PRINCE GEORGE'S

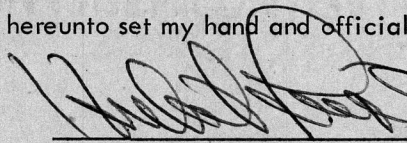
On this the 30 day of SEPTEMBER, 1965, before me, Herbert Levenstein

, the undersigned officer, personally appeared D. SAY HYMAN

, known to me (or satisfactorily proven) to be the person

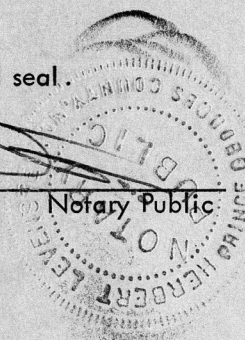
whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Herbert Levenstein

Notary Public



My Commission Expires:

JULY 1, 1967

STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S

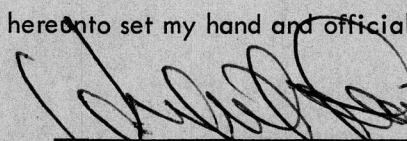
On this the 30TH day of SEPTEMBER, 1965, before me

Herbert Levenstein, the undersigned officer, personally appeared

LEE G. RUBINSTEIN, known to me (or satisfactorily proven) to be the person

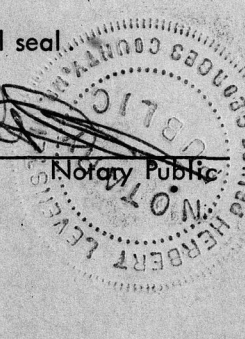
whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Herbert Levenstein

Notary Public



My Commission Expires:

JULY 1, 1967

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Attached to and forming part of a certain Deed of Declaration made by Lee-Jay, Inc., and Montpelier-Willcox Limited Partnership, dated *September 30*, 1965.

SECTION I

Being part of Parcel "A", as shown on a plat of subdivision entitled "Parcel A, OXFORD GREEN", recorded among the Land Records of Prince George's County, Maryland, in Plat Book WWW 56 at Plat No. 63, and being more particularly described as follows:

BEGINNING for the same at a point on the Easterly line of Muirkirk Road, 70 feet wide, said point lying on the North 06 degrees 20 minutes 06 seconds West 896.10 foot line as shown on the aforesaid plat, 435.00 feet from the end thereof; running thence with Muirkirk Road

- 1) North 06 degrees 20 minutes 06 seconds West 435.00 feet to a point; thence
- 2) 341.27 feet along the arc of a curve deflecting to the right, having a radius of 446.98 feet and a chord bearing North 15 degrees 32 minutes 16 seconds East 333.04 feet to a point; thence
- 3) North 37 degrees 24 minutes 39 seconds East 545.39 feet to a point; thence
- 4) 109.02 feet along the arc of a curve deflecting to the right, having a radius of 160.00 feet and a chord bearing North 56 degrees 55 minutes 54 seconds East 106.93 feet to a point; thence
- 5) 34.28 feet along the arc of a curve deflecting to the right, having a radius of 20.00 feet and a chord bearing South 54 degrees 26 minutes 29 seconds East 30.24 feet to a point on the future right of way line of Laurel-Bowie Road, as shown on the aforesaid plat; running thence with said line
- 6) South 05 degrees 20 minutes 06 seconds East 62.60 feet to a point; thence leaving said line and running through Parcel A
- 7) South 84 degrees 39 minutes 54 seconds West 15.00 feet to a point; thence
- 8) South 05 degrees 20 minutes 06 seconds East 841.67 feet to a point; thence
- 9) Due West 51.50 feet to a point; thence
- 10) 356.54 feet along the arc of a curve deflecting to the right, having a radius of 301.00 feet and a chord bearing South 33 degrees 56 minutes 04 seconds West 336.06 feet to a point; thence
- 11) North 06 degrees 20 minutes 06 seconds West 221.62 feet to a point; thence
- 12) South 83 degrees 39 minutes 54 seconds West 85.00 feet to a point; thence
- 13) South 10 degrees 16 minutes 30 seconds West 59.48 feet to a point; thence
- 14) South 06 degrees 20 minutes 06 seconds East 176.00 feet to a point; thence
- 15) South 83 degrees 39 minutes 54 seconds West 218.00 feet to the point of

beginning; CONTAINING 490,200 square feet or 11.2534 acres, as per survey of Greenhorne & O'Mara, dated July 13, 1965.

SECTION II

Being all of Parcel "A" as shown on a plat of subdivision entitled "Parcel A, OXFORD GREEN", recorded among the Land Records of Prince George's County, Maryland, in Plat Book WWW 56 at Plat No. 63, LESS AND EXCEPT the following:

BEGINNING for the same at a point on the Easterly line of Muirkirk Road, 70 feet wide, said point lying on the North 06 degrees 20 minutes 06 seconds West 896.10 foot line as shown on the aforesaid plat, 435.00 feet from the end thereof; running thence with Muirkirk Road

- 1) North 06 degrees 20 minutes 06 seconds West 435.00 feet to a point; thence
- 2) 341.27 feet along the arc of a curve deflecting to the right, having a radius of 446.98 feet and a chord bearing North 15 degrees 32 minutes 16 seconds East 333.04 feet to a point; thence
- 3) North 37 degrees 24 minutes 39 seconds East 545.39 feet to a point; thence
- 4) 109.02 feet along the arc of a curve deflecting to the right, having a radius of 160.00 feet and a chord bearing North 56 degrees 55 minutes 54 seconds East 106.93 feet to a point; thence
- 5) 34.28 feet along the arc of a curve deflecting to the right, having a radius of 20.00 feet and a chord bearing South 54 degrees 26 minutes 29 seconds East 30.24 feet to a point on the future right of way line of Laurel-Bowie Road, as shown on the aforesaid plat; running thence with said line
- 6) South 05 degrees 20 minutes 06 seconds East 62.60 feet to a point; thence leaving said line and running through Parcel A
- 7) South 84 degrees 39 minutes 54 seconds West 15.00 feet to a point; thence
- 8) South 05 degrees 20 minutes 06 seconds East 841.67 feet to a point; thence
- 9) Due West 51.50 feet to a point; thence
- 10) 356.54 feet along the arc of a curve deflecting to the right, having a radius of 301.00 feet and a chord bearing South 33 degrees 56 minutes 04 seconds West 336.06 feet to a point; thence
- 11) North 06 degrees 20 minutes 06 seconds West 221.62 feet to a point; thence
- 12) South 83 degrees 39 minutes 54 seconds West 85.00 feet to a point; thence
- 13) South 10 degrees 16 minutes 30 seconds West 59.48 feet to a point; thence
- 14) South 06 degrees 20 minutes 06 seconds East 176.00 feet to a point; thence
- 15) South 83 degrees 39 minutes 54 seconds West 218.00 feet to the point of

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beginning; CONTAINING 490,200 square feet or 11.2534 acres, as per survey of Greenhorne & O'Mara, dated July 13, 1965.

SECTION III

Being all the land conveyed from Christine B. L. Willcox also known of record as Christine B. Long, and Arnold A. Willcox, her husband, to Title Nominee, Inc., by deed dated January 21, 1964, and recorded among the Land Records of Prince George's County, Maryland, in Liber 2937 at Folio 245, namely:

BEGINNING at a point on the Westerly line of Laurel-Bowie Road (Maryland Route No. 197), 40 feet wide as laid out and existing, at a common corner to the Charles H. Stanley Estate and the property obtained by Christine B. Long by deed recorded among the aforesaid Land Records in Liber 315 at Folio 445 and running thence with Laurel-Bowie Road

- 1) South 08 degrees 30 minutes 06 seconds East 460.57 feet to a point; thence
- 2) 315.56 feet along the arc of a curve deflecting to the right, having a radius of 5709.58 feet and a chord bearing South 06 degrees 55 minutes 06 seconds East 315.52 feet to a point; thence
- 3) South 05 degrees 20 minutes 06 seconds East 688.36 feet to a point; thence leaving Laurel-Bowie Road and running with the Easterly line of Montpelier
- 4) South 64 degrees 43 minutes 54 seconds West 598.00 feet to a stone found; thence
- 5) South 37 degrees 24 minutes 44 seconds West 885.00 feet to a point; thence running through Montpelier and with the outline of the property described in Liber 2937 at Folio 245
- 6) North 45 degrees 10 minutes 06 seconds West 810.44 feet to a point; thence
- 7) North 37 degrees 24 minutes 39 seconds East 2255.08 feet to a stone found; thence
- 8) North 66 degrees 13 minutes 34 seconds East 123.75 feet to the point of beginning; CONTAINING 1,778,506 square feet or 40.8289 acres, as per survey of Greenhorne & O'Mara, Civil Engineers, September 21, 1964.

LESS AND EXCEPT:

- 1) All of Parcel "A", as shown on a plat of subdivision entitled "Parcel A, OXFORD GREEN", recorded among the Land Records of Prince George's County, Maryland, in Plat Book WWW 56 at Plat No. 63,
- 2) Muirkirk Road as shown on a plat of subdivision entitled "Parcel A, OXFORD GREEN", recorded among the Land Records of Prince George's County, Maryland, in Plat Book WWW 56 at Plat No. 63, and dedicated to public use thereby.

FOR
MODIFICATION
AGREEMENT
SEE

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