

Milestone
Montgomery County, Maryland

Exhibit "A"

(Description of Property Subject to Declarant's
Right to Unilaterally Annex Within Association)

October 25, 1991

Page 1 of 7

JJS
 529-H2
 10/25/91
 Rev. 11/15/91

DESCRIPTION OF
 A PART OF THE PROPERTY OF
 GERMANTOWN-SENECA JOINT VENTURE,
 A MARYLAND GENERAL PARTNERSHIP, AND
 MILESTONE JOINT VENTURE,
 A MARYLAND GENERAL PARTNERSHIP
 CLARKSBURG (2ND) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND

Being a part of the property acquired by Germantown-Seneca Joint Venture, a Maryland General Partnership, from Elaine Milestone, et al., by a deed recorded March 26, 1990 among the Land Records of Montgomery County, Maryland in Liber 9246 at Folio 727 and a part of the property acquired by Milestone Joint Venture, a Maryland General Partnership, from Elaine Milestone, et al., by a deed recorded March 26, 1990 among the aforesaid Land Records in Liber 9246 at Folio 741 and being more particularly described as follows

Beginning for the same at a point at the northerly end of the westerly or 258.61 foot arc right of way line of Maryland Route 355 as shown on a plat of subdivision entitled "Milestone" and recorded among the aforesaid Land Records in Plat Book 161 as Plat Number 18242; thence running with the proposed westerly right of way line of Maryland Route 355 and binding on the westerly right of way line of Maryland Route 355 as shown on the aforesaid plat and as shown on a plat of subdivision entitled "Milestone" and recorded in Plat Book 161 as Plat Number 18243 the following two (2) courses

1. 532.33 feet along the arc of a curve deflecting to the right, having a radius of 8594.36 feet (Chord: South 13° 24' 45" East, 532.25 feet) to a point of tangency; thence
2. South 11° 38' 17" East, 1232.03 feet to a point on the proposed northerly right of way line of proposed Ridge Road (M-27) thence running with said proposed northerly right of way line the following four (4) courses
3. South 78° 21' 43" West, 12.00 feet to a point; thence
4. South 34° 23' 51" West, 72.02 feet to a point; thence
5. South 79° 14' 10" West, 135.96 feet to a point; thence
6. South 75° 22' 01" West, 181.62 feet to a point; thence running with said proposed northerly right of way line and binding, in part, on the southeasterly lines of Parcel R1 and Parcel R2 as shown on a plat entitled "Reservation Plat of Land For Public Use - Milestone" and recorded in Plat Book 161 as Plat Number 18274 the following six (6) courses

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7. 840.47 feet along the arc of a curve deflecting to the left, having a radius of 1984.86 feet (Chord: South 66° 11' 06" West, 834.20 feet) to a point of tangency; thence
8. South 54° 03' 16" West, 68.07 feet to a point; thence
9. South 57° 29' 17" West, 400.72 feet to a point; thence
10. South 54° 03' 16" West, 70.52 feet to a point; thence
11. 364.00 feet along the arc of a curve deflecting to the right, having a radius of 3720.72 feet (Chord: South 56° 51' 26" West, 363.85 feet) to a point; thence
12. North 74° 43' 07" West, 70.41 feet to a point on the proposed northerly right of way line of proposed Observation Drive (A-19); thence running with said proposed northerly right of way line and binding, in part, on the southwesterly lines of said Parcel R1 the following twelve (12) courses
13. 127.56 feet along the arc of a curve deflecting to the left, having a radius of 1163.35 feet (Chord: North 33° 51' 01" West, 127.50 feet) to a point; thence
14. 180.18 feet along the arc of a curve deflecting to the left, having a radius of 1163.35 feet (Chord: North 45° 15' 10" West, 180.00 feet) to a point; thence
15. 644.90 feet along the arc of a curve deflecting to the left, having a radius of 1151.35 feet (Chord: North 61° 56' 18" West, 636.51 feet) to a point of compound curvature; thence
16. 207.33 feet along the arc of a curve deflecting to the left, having a radius of 1697.02 feet (Chord: North 81° 29' 06" West, 207.20 feet) to a point of tangency; thence
17. North 84° 59' 06" West, 834.88 feet to a point; thence
18. North 87° 11' 17" West, 208.12 feet to a point; thence
19. North 84° 59' 06" West, 138.33 feet to a point of curvature; thence
20. 1771.17 feet along the arc of a curve deflecting to the right, having a radius of 1710.95 feet (Chord: North 55° 19' 44" West, 1693.14 feet) to a point of tangency; thence
21. North 25° 40' 21" West, 128.79 feet to a point; thence
22. North 25° 40' 38" West, 110.24 feet to a point; thence

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- 23. 264.99 feet along the arc of a curve deflecting to the left, having a radius of 1400.14 feet (Chord: North 31° 18' 02" West, 264.60 feet) to a point of compound curvature; thence
- 24. 529.50 feet along the arc of a curve deflecting to the left, having a radius of 933.47 feet (Chord: North 52° 58' 21" West, 522.43 feet) to a point; thence running across a part of the property as described in Liber 9246 at Folio 727 and Liber 9246 at Folio 741 the following eighty-three (83) courses
- 25. North 70° 52' 46" East, 316.61 feet to a point; thence
- 26. South 80° 29' 23" East, 75.00 feet to a point; thence
- 27. North 09° 30' 37" East, 78.00 feet to a point; thence
- 28. South 77° 27' 01" East, 56.58 feet to a point; thence
- 29. North 79° 52' 00" East, 133.86 feet to a point; thence
- 30. South 71° 27' 34" East, 88.97 feet to a point; thence
- 31. South 35° 32' 04" East, 100.00 feet to a point; thence
- 32. North 54° 27' 56" East, 56.00 feet to a point; thence
- 33. South 89° 39' 22" East, 76.39 feet to a point; thence
- 34. North 75° 16' 54" East, 338.35 feet to a point; thence
- 35. South 14° 43' 06" East, 48.45 feet to a point; thence
- 36. South 16° 33' 25" East, 31.32 feet to a point; thence
- 37. South 29° 05' 22" East, 57.04 feet to a point; thence
- 38. South 36° 31' 36" East, 43.49 feet to a point; thence
- 39. South 29° 37' 48" East, 51.50 feet to a point; thence
- 40. South 22° 25' 44" East, 30.47 feet to a point; thence
- 41. South 19° 33' 08" East, 29.67 feet to a point; thence
- 42. South 35° 48' 24" East, 31.71 feet to a point; thence
- 43. South 45° 19' 00" East, 54.29 feet to a point; thence
- 44. South 55° 45' 15" East, 85.35 feet to a point; thence
- 45. South 58° 44' 58" East, 38.10 feet to a point; thence
- 46. South 76° 17' 18" East, 18.16 feet to a point; thence
- 47. South 87° 52' 35" East, 41.79 feet to a point; thence
- 48. South 76° 25' 31" East, 81.02 feet to a point; thence
- 49. South 64° 56' 57" East, 89.08 feet to a point; thence
- 50. South 60° 05' 07" East, 50.32 feet to a point; thence

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51. South 26° 36' 27" East, 19.94 feet to a point; thence
52. South 14° 14' 23" East, 29.13 feet to a point; thence
53. South 24° 38' 46" West, 210.26 feet to a point; thence
54. South 50° 13' 00" East, 227.97 feet to a point; thence
55. South 50° 09' 44" West, 63.33 feet to a point; thence
56. South 18° 41' 05" East, 72.27 feet to a point; thence
57. South 18° 53' 30" East, 74.68 feet to a point; thence
58. South 18° 45' 11" East, 79.22 feet to a point; thence
59. South 07° 22' 21" East, 76.61 feet to a point; thence
60. North 88° 48' 33" West, 120.00 feet to a point; thence
61. 265.10 feet along the arc of a curve deflecting to the right, having a radius of 300.00 feet (Chord: South 26° 30' 21" West, 256.56 feet) to a point; thence running non tangent
62. South 12° 47' 05" West, 37.49 feet to a point; thence
63. South 28° 37' 27" East, 40.36 feet to a point of curvature; thence
64. 290.30 feet along the arc of a curve deflecting to the left, having a radius of 300.00 feet (Chord: South 56° 20' 47" East, 279.11 feet) to a point of tangency; thence
65. South 84° 04' 06" East, 330.61 feet to a point of curvature; thence
66. 76.53 feet along the arc of a curve deflecting to the right, having a radius of 323.41 feet (Chord: South 77° 17' 20" East, 76.35 feet) to a point; thence running non tangent
67. North 67° 28' 33" East, 37.14 feet to a point; thence
68. 340.02 feet along the arc of a curve deflecting to the right, having a radius of 329.00 feet (Chord: North 57° 02' 40" East, 325.09 feet) to a point; thence running non tangent
69. North 44° 35' 33" East, 33.49 feet to a point; thence
70. North 02° 31' 58" East, 102.05 feet to a point of curvature; thence
71. 223.96 feet along the arc of a curve deflecting to the right, having a radius of 329.34 feet (Chord: North 22° 00' 50" East, 219.67 feet) to a point of tangency; thence
72. North 41° 29' 42" East, 80.80 feet to a point of curvature; thence

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73. 119.81 feet along the arc of a curve deflecting to the left, having a radius of 185.00 feet (Chord: North 22° 56' 31" East, 117.73 feet) to a point of tangency; thence
74. North 04° 23' 21" East, 83.90 feet to a point of curvature; thence
75. 90.79 feet along the arc of a curve deflecting to the right, having a radius of 162.22 feet (Chord: North 20° 25' 18" East, 89.61 feet) to a point; thence running non tangent
76. North 36° 27' 14" East, 22.47 feet to a point; thence
77. North 53° 32' 46" West, 80.40 feet to a point; thence
78. North 74° 10' 59" West, 84.43 to a point; thence
79. North 54° 41' 42" West, 91.69 feet to a point; thence
80. North 24° 44' 57" West, 98.21 feet to a point; thence
81. North 19° 16' 20" East, 141.11 feet to a point; thence
82. North 73° 55' 05" East, 161.16 feet to a point; thence
83. North 73° 44' 32" East, 298.04 feet to a point; thence
84. South 76° 55' 15" East, 67.39 feet to a point; thence
85. South 31° 06' 21" East, 81.04 feet to a point; thence
86. South 77° 11' 29" East, 150.69 feet to a point; thence
87. South 52° 25' 06" East, 143.55 feet to a point; thence
88. South 47° 27' 38" East, 236.13 feet to a point; thence
89. South 53° 59' 19" East, 174.84 feet to a point; thence
90. South 60° 08' 31" East, 240.62 feet to a point; thence
91. South 54° 19' 43" East, 75.88 feet to a point; thence
92. North 77° 34' 04" East, 142.19 feet to a point; thence
93. North 83° 28' 54" East, 64.89 feet to a point; thence
94. North 88° 07' 24" East, 64.89 feet to a point; thence
95. South 00° 26' 38" West, 110.00 feet to a point; thence
96. 192.75 feet along the arc of a curve deflecting to the right, having a radius of 691.28 feet (Chord: South 81° 34' 05" East, 192.13 feet) to a point; thence running non tangent
97. North 16° 25' 11" East, 110.00 feet to a point; thence
98. South 71° 15' 34" East, 64.89 feet to a point; thence
99. South 66° 37' 05" East, 64.89 feet to a point; thence

DESC. OF H.O.A. AREAR&A JOB NO. 529-H2

117. South 75° 30' 18" West, 94.42 to a point; thence
118. North 11° 59' 42" West, 100.00 feet to a point; thence
119. North 12° 00' 18" East, 157.00 feet to a point; thence
120. North 74° 00' 18" East, 72.00 feet to a point; thence
121. South 74° 48' 08" East, 68.00 feet to a point; thence
122. North 47° 53' 11" East, 80.00 feet to a point; thence
123. North 74° 00' 18" East, 20.00 feet to a point; thence
124. North 07° 10' 54" West, 50.60 feet to a point; thence
125. North 05° 42' 41" West, 386.99 feet to a point; thence
126. North 30° 26' 02" East, 253.04 feet to a point; thence
127. North 52° 34' 57" East, 208.10 feet to a point; thence
128. North 76° 20' 07" East, 231.45 feet to a point; thence
129. South 77° 35' 22" East, 141.00 feet to a point; thence
130. North 33° 44' 38" East, 137.00 feet to a point; thence
131. South 73° 11' 43" East, 190.09 feet to a point; thence
132. South 22° 23' 56" East, 94.00 feet to a point; thence
133. South 30° 16' 04" West, 142.00 feet to a point; thence
134. South 41° 43' 56" East, 145.00 feet to a point; thence
135. South 19° 39' 32" East, 264.74 feet to a point; thence
136. North 73° 44' 31" East, 641.58 feet to a point on the proposed westerly right of way line of the aforesaid proposed Maryland Route 355, thence running with said proposed right of way line the following course
137. 356.26 feet along the arc of a curve deflecting to the right, having a radius of 8594.36 feet (Chord: South 16° 22' 28" East, 356.23 feet) to the Point of Beginning; containing 8720754 feet or 200.20097 acres of land.

SUBJECT TO any easements, rights of way, covenants, restrictions or other matters that would be disclosed by a current title report.

This description has been prepared by Rodgers and Associates, Inc. and is in the datum of the Washington Suburban Sanitary Commission.

This description is based on Site Plan 8-90038(1), approved by the Montgomery County Planning Board on November 19, 1990. The outline of the above described property is subject to change due to, but not limited to, amendments to the approved Site Plan or realignment of the roadway network.

ATTACHED TO AND MADE PART OF THAT CERTAIN INSTRUMENT DATED THE
12 DAY OF FEBRUARY, 1992

CLERK'S INDEX SHEET

(For the purpose of proper indexing only)

Pursuant to the provisions and requirements of Section 3-501 of the Real Property Article of the Annotated Code of Maryland (1988), the following additional information is declared by the parties hereto to be contained within this instrument:

- 1. TYPE OF INSTRUMENT: Declaration of covenants
- 2. CONSIDERATION (APPLIES ONLY TO DEEDS):

3.	<u>PARCEL ID/ TAX ACCT</u>	<u>SUB- DIVISION</u>	<u>LOT</u>	<u>BLOCK</u>	<u>PARCEL ID/ TAX ACCT</u>	<u>SUB- DIVISION</u>	<u>LOT</u>	<u>B</u>
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Parcel A Block V

Parcel IDs : 2-1-1971153
2-1-26130

4. GRANTOR'S NAME AND ADDRESS: MILESTONE JOINT VENTURE
3 BETHESDA METRO CENTER
SUITE 1600
BETHESDA, MD 20814

5. GRANTEE'S NAME AND ADDRESS: MILESTONE HOME OWNERS ASSOCIATION,
SAME ADDRESS.

6. NAME OF TITLE INSURANCE COMPANY: N/A

Mr. Clerk: After recording please see that the original of the foregoing instrument is:

Mailed (additional \$0.50 cost)
OR
 Held at Clerk's Office

For: CLASSIC COMMUNITY CORP.
(name)
3 BETHESDA METRO CENTER, SUITE 1600
(address)
BETHESDA, MD. 20814

-003
bal
2

0010395 469

Parcel ID #2-1-028-

92

L7

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MILESTONE HOMEOWNERS ASSOCIATION, INC.

THIS SUPPLEMENTARY DECLARATION is made on the date hereinafter set forth, by MILESTONE JOINT VENTURE, a Maryland general partnership and GERMANTOWN-SENECA JOINT VENTURE, a Maryland general partnership (hereinafter collectively referred to as the "Declarant"), and PULTE HOME CORPORATION, a Michigan corporation (hereinafter referred to as the "Participating Builder").

W I T N E S S E T H:

FILED
DETTIE A. SKELTON
CLERK OF COURSE
MONTGOMERY COUNTY

WHEREAS, the Declarant recorded a certain Declaration of Covenants, Conditions, and Restrictions for The Milestone Homeowners Association, Inc. among the Land Records of Montgomery County, Maryland on March 12, 1992 in Liber 10231, at folio 238, et seq. (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections and modifications thereof as may be recorded among the Land Records of Montgomery County, Maryland); and

WHEREAS, the Declarant and the Participating Builder desire to extend the scheme of the covenants and restrictions of said Declaration to certain additional Lots and/or Common Area in accordance with the provisions of Article 2 of the Declaration;

MISC I
INDEXED
SERIALIZED
CHECKED
FILED
MAY 19 1992
FBI - MONTGOMERY

NOW, THEREFORE, the Declarant and the Participating Builder hereby declare that all of the properties described on the Description of Annexed Lots and/or Common Area attached hereto and made part hereof as Exhibit "A" shall be and are hereby made subject to the effect and operation of the Declaration, so that the Lots and/or Common Area described on Exhibit "A" hereto shall be deemed included within the scheme of the covenants and restrictions of the Declaration and fully subject to the effect and operation of the Declaration, including each and every covenant, restriction, condition and easement set forth therein.

Words or phrases defined in Article 1 of the Declaration shall have the same meaning in this Supplementary Declaration as provided for in Article 1 of the Declaration.

This Supplementary Declaration may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

0010395 470

IN WITNESS WHEREOF, the parties hereto have each caused this Supplementary Declaration to be executed and sealed on their behalf by their duly authorized representatives, with the intention of making this Supplementary Declaration a sealed instrument, this 29th day of April, 1992.

WITNESS/ATTEST:

DECLARANT:

MILESTONE JOINT VENTURE
a Maryland general partnership

By: CLASSIC COMMUNITY CORP.,
General Partner

Cheryl Ann Federline
Cheryl Ann Federline
~~(As Substantiated Secretary)~~

By: Stephen A. Eckert
Stephen A. Eckert
President

By: NATELLI ASSOCIATES LIMITED
PARTNERSHIP, a Maryland limited
partnership, General Partner

By: NATELLI CONSTRUCTION
CORPORATION, a Maryland
corporation, General
Partner

Cheryl Ann Federline
Cheryl Ann Federline
~~(As Substantiated Secretary)~~

By: Thomas A. Natelli
Thomas A. Natelli
President

WITNESS/ATTEST:

GERMANTOWN-SENECA JOINT VENTURE,
a Maryland General Partnership

By: JAJ NEELSVILLE LIMITED
PARTNERSHIP, a Maryland Limited
Partnership, General Partner

By: PROPERTY CONSORTIUM, INC.,
General Partner

Cheryl Ann Federline
Cheryl Ann Federline
~~(Assistant) Secretary~~

By: *St 22*
Steven L. Lebling
President

By: ~~GERMANTOWN-SENECA C.L. I~~
LIMITED PARTNERSHIP, a Maryland
Limited Partnership,
General Partner

By: ~~GOLTON AND LASKIN~~ SENECA C
~~EQUITIES, INC.~~
General Partner

Cheryl Ann Federline
Cheryl Ann Federline
(Assistant) Secretary

By: *DL*
Dennis A. Laskin
President

PARTICIPATING BUILDER:

PULTE HOME CORPORATION,
a Michigan corporation

Paul Bonner
Paul Bonner
~~(Assistant) Secretary~~

By: *Charles Hockensmith*
Charles Hockensmith
President
Potomac Operations
AND ATTORNEY-IN-FACT

0010395 472 -

* * *

STATE OF Maryland

*

* to wit:

COUNTY OF Montgomery

*

I HEREBY CERTIFY that, on this 29th day of April, 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Stephen A. Eckert, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be President of Classic Community Corp, a general partner of Milestone Joint Venture, a Maryland general partnership, and that Stephen A. Eckert, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as general partner of Milestone Joint Venture.

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

Cheryl Ann Federline
Notary Public
Cheryl Ann Federline

My Commission Expires: 9-1-92



* * *

STATE OF Maryland

*

* to wit:

*

COUNTY OF Montgomery

I HEREBY CERTIFY that, on this 29th day of April, 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas A. Natelli, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be President of Natelli Construction Corporation, a general partner of Natelli Associates Limited Partnership, a general partner of Milestone Joint Venture, a Maryland general partnership, and that Thomas A. Natelli, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership as general partner of Milestone Joint Venture.

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

Cheryl Ann Secor
Cheryl Ann Secor, Notary Public

9-1-92

My Commission Expires: _____



LIDEN 10010
0010395 474

* * *

STATE OF Maryland
COUNTY OF Montgomery

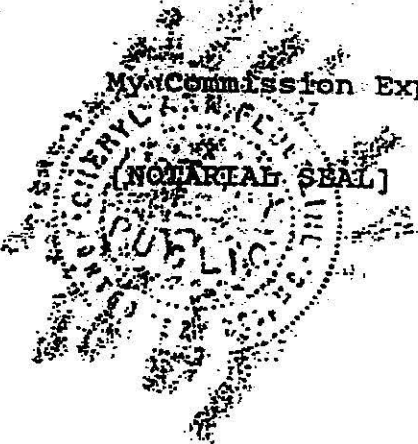
*
* to wit:
*

I HEREBY CERTIFY that, on this 29th day of April, 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. Lebling, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be President of Property Consortium, Inc., a general partner of JAJ Neelsville Limited Partnership, a general partner of Germantown-Seneca Joint Venture, a Maryland general partnership, and that Steven L. Lebling, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership as general partner of Germantown-Seneca Joint Venture.

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

Cheryl Ann Feckel
Cheryl Ann Feckel, Notary Public

My Commission Expires: 9-1-92



* * *

STATE OF Maryland

*

* to wit:

*

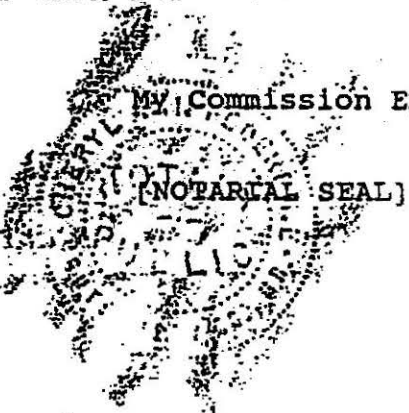
COUNTY OF Montgomery

I HEREBY CERTIFY that, on this 29th day of April, 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Dennis A. Laskin, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be President of ~~Seneca C.L. I Limited Partnership~~ ^{Seneca C.L. I Limited Partnership}, a general partner of ~~German-~~ ^{Seneca C.L. I Limited Partnership} ~~town-Seneca C.L. I Limited Partnership~~, a general partner of ~~German-~~ ^{Seneca C.L. I Limited Partnership} ~~town-Seneca C.L. I Limited Partnership~~, a Maryland general partnership, and that Dennis A. Laskin, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership as general partner of German-town-Seneca Joint Venture.

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

Cheryl Ann Federline
Notary Public
Cheryl Ann Federline

My Commission Expires: 9-1-92



LIDEN

0010395 476

* * *

STATE OF Maryland
COUNTY OF Montgomery

*
* to wit:
*

I HEREBY CERTIFY that on this 7th day of May,
1991, before me, a Notary Public in and for the State of ~~Montgomery~~
aforesaid, personally appeared Charles Hockensmith, known to me (or
satisfactorily proven) to be the President, Potomac Operations, of
Pulte Home Corporation, a Michigan corporation, and that such
corporate officer, being authorized to do so, executed the
foregoing and annexed instrument for the purposes therein contained
by signing the name of the said corporation.

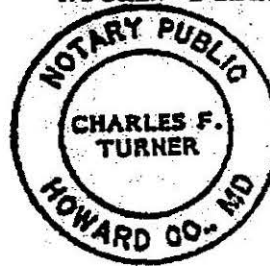
and County of Howard

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

Charles F. Turner
Notary Public

My Commission Expires: 9-11-94

[NOTARIAL SEAL]



* * *

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.



Douglas M. Irvin

Milestone Joint Venture
c/o 818 West Diamond Avenue
Gaithersburg, Maryland 20878

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Germantown-Seneca Joint Venture
c/o 6701 Democracy Boulevard, Suite 503
Bethesda, Maryland

Return to: Fenton Title Company
8485 Fenton Street
Silver Spring, Maryland 20910

Title Insurer: N/A

Parcel ID No. 2873282

MILESTONE
Montgomery County, Maryland

Lots 28 through 39, inclusive, Block G and Lots 44 through 47, inclusive, Block G, as shown on a plat of subdivision entitled "MILESTONE", recorded November 14, 1991 among the Land Records of Montgomery County, Maryland in Plat Book 162, at Plat Number 18347; and

Lots 40 through 43, inclusive, Block G, Lots 48 through 50, inclusive, Block G, Lot 1, Block I, and Lots 29 through 31, inclusive, Block E, as shown on a plat of subdivision entitled "MILESTONE", recorded November 14, 1991 among the Land Records of Montgomery County, Maryland in Plat Book 162, at Plat Number 18348; and

Lots 32 and 33, Block E, as shown on a plat of subdivision entitled "MILESTONE", recorded November 14, 1991 among the Land Records of Montgomery County, Maryland in Plat Book 162, at Plat Number 18346; and

Lots 1 through 3, Block H, and Lots 1 through 5, inclusive, Block V, as shown on a plat of subdivision entitled "MILESTONE", recorded March 3, 1992 among the Land Records of Montgomery County, Maryland in Plat Book 163, at Plat Number 18419; and

Lots 4 through 8, inclusive, Block H, and Lots 6 through 11, inclusive, Block V, as shown on a plat of subdivision entitled "MILESTONE", recorded March 3, 1992 among the Land Records of Montgomery County, Maryland in Plat Book 163, at Plat Number 18420.

Exhibit "A"

(Description of Annexed Lots and/or Common Area)

008
32DMI
-AD.01

PARCEL ID # 08-501-
10501.577

04

DECLARATION ADOPTING PREVIOUSLY RECORDED DOCUMENT

THIS DECLARATION ADOPTING PREVIOUSLY RECORDED DOCUMENT is made on the date hereinafter set forth by MILESTONE JOINT VENTURE, a Maryland general partnership, and GERMANTOWN-SENECA JOINT VENTURE, a Maryland general partnership (hereinafter collectively referred to as the "Declarant"), and PULTE HOME CORPORATION, a Michigan corporation (hereinafter referred to as the "Participating Builder").

W I T N E S S E T H:

WHEREAS, the Declarant and the Participating Builder heretofore recorded a certain Declaration of Covenants, Conditions, and Restrictions for The Milestone Homeowners Association, Inc. among the Land Records of Montgomery County, Maryland on March 12, 1992 in Liber 10231, at folio 238, et seq. (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Montgomery County, Maryland); and

WHEREAS, the Declaration was executed on behalf of Germantown-Seneca Joint Venture by (i) Property Consortium, Inc., as general partner of JAJ Neelsville Limited Partnership, a general partner of Germantown-Seneca Joint Venture, and by (ii) Seneca C.L. II, Inc., as general partner of Germantown-Seneca C.L. I Limited Partnership, a general partner of Germantown-Seneca Joint Venture; and

WHEREAS, it appears that the Declaration should have been executed on behalf of Germantown-Seneca Joint Venture by Seneca C.L. I Limited Partnership rather than Germantown-Seneca C.L. I Limited Partnership; and

WHEREAS, the Declarant and the Participating Builder do hereby adopt, confirm and ratify the Declaration for the benefit of (i) the Declarant, (ii) the Participating Builder, (iii) all purchasers of all or any portion of the property affected by the Declaration and their mortgagees, trustees and lenders, (iv) the successors and assigns of the foregoing persons and entities, and (v) and all other persons and entities.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which are incorporated in and made a substantive part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant and the Participating Builder hereby assent to, adopt, ratify and confirm the Declaration, and the Declarant and the Participating Builder hereby acknowledge that the execution of the Declaration by Germantown-Seneca C.L. I Limited Partnership shall be deemed to

FILED
LETITIA A. SKELTON
CLERK OF COURSE
MONTGOMERY COUNTY

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C.L. I
POSTAGE

SUBTOTAL
\$150.00

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have the same force and effect as though the Declaration had been executed by Seneca C.L. I Limited Partnership as a general partner of Germantown-Seneca Joint Venture.

This Declaration Adopting Previously Recorded Document may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the Participating Builder herein, have executed this instrument this _____ day of _____ 1992.

WITNESS/ATTEST:


DECLARANT:

MILESTONE JOINT VENTURE
a Maryland general partnership

By: CLASSIC COMMUNITY CORP.,
General Partner



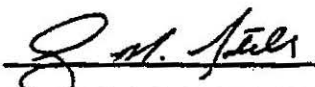
(Assistant) Secretary

By: 

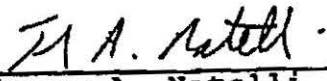
Stephen A. Eckert
President

By: NATELLI ASSOCIATES LIMITED
PARTNERSHIP, a Maryland limited
partnership, General Partner

By: NATELLI CONSTRUCTION
CORPORATION, a Maryland
corporation, General
Partner



(Assistant) Secretary

By: 

Thomas A. Natelli
President

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WITNESS/ATTEST:

GERMANTOWN-SENECA JOINT VENTURE,
a Maryland General Partnership

By: JAJ NEELSVILLE LIMITED
PARTNERSHIP, a Maryland Limited
Partnership, General Partner

By: PROPERTY CONSORTIUM, INC.,
General Partner

By: _____
Steven L. Lebling
President

(Assistant) Secretary

By: SENECA C.L. I LIMITED
PARTNERSHIP, a Maryland Limited
Partnership, General Partner

By: SENECA C.L. II, INC., a
Maryland corporation
General Partner

By: _____
Dennis A. Laskin
President

Cheryl Ann Federline

(Assistant) Secretary

PARTICIPATING BUILDER:

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Charles Hockensmith
President
Potomac Operations

(Assistant) Secretary

* * *

STATE OF Maryland
COUNTY OF Prince George's

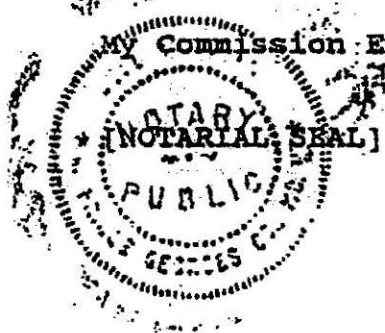
*
* to wit:
*

I HEREBY CERTIFY that, on this 9th day of June, 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Stephen A. Eckert, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be President of Classic Community Corp., a general partner of Milestone Joint Venture, a Maryland general partnership, and that Stephen A. Eckert, as such corporate officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as general partner of Milestone Joint Venture.

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

Julie S. John
Notary Public

My Commission Expires: November 13, 1994



* * *

STATE OF Maryland
COUNTY OF Montgomery

*
* to wit:
*

I HEREBY CERTIFY that, on this 15th day of June, 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas A. Natelli, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be President of Natelli Construction Corporation, a general partner of Natelli Associates Limited Partnership, a general partner of Milestone Joint Venture, a Maryland general partnership, and that Thomas A. Natelli, as such corporate officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership as general partner of Milestone Joint Venture.

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

Pamela W. Hoehen
Notary Public

My Commission Expires: 2/5/96



* * *

STATE OF MARYLAND
COUNTY OF FREDERICK

*
* to wit:
*

I HEREBY CERTIFY that, on this 5th day of June, 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. Lebling, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be President of Property Consortium, Inc., a general partner of JAJ Nealsville Limited Partnership, a general partner of Germantown-Seneca Joint Venture, a Maryland general partnership, and that Steven L. Lebling, as such corporate officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership as general partner of Germantown-Seneca Joint Venture.

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

Nancy Brooks

Notary Public

My Commission Expires: 12/1/95



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* * *

STATE OF Maryland
COUNTY OF Montgomery

*
* to wit:
*

I HEREBY CERTIFY that, on this 17th day of June, 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Dennis A. Laskin, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be President of Seneca C.L. II, Inc., a general partner of Seneca C.L. I Limited Partnership, a general partner of Germantown-Seneca Joint Venture, a Maryland general partnership, and that Dennis A. Laskin, as such corporate officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership as general partner of German-town-Seneca Joint Venture.

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

Christina J. Sidorenko
Notary Public.

My Commission Expires: 7-1-92



* * *

STATE OF MARYLAND

*

COUNTY OF MONTGOMERY

*

to wit:

*

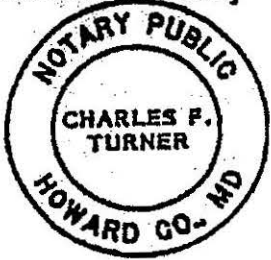
I HEREBY CERTIFY that on this 2 day of July, 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles Hockensmith, known to me (or satisfactorily proven) to be the President, Potomac Operations, of Pulte Home Corporation, a Michigan corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said corporation.

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

Charles F. Turner
Notary Public

My Commission Expires: 9-11-94

[NOTARIAL SEAL]

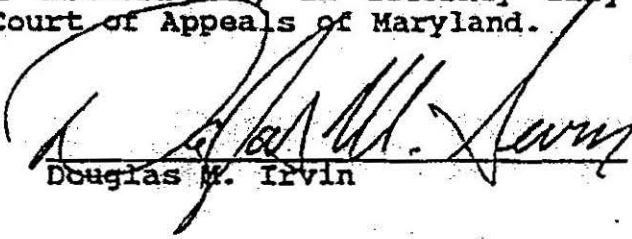


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* * *

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.


Douglas M. Irvin

Return to:

Lincow and Blocher
10th Floor
1010 Wayne Avenue
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Virginia R. Williamson