

SECTION I

MASTER DEED

Dated September 20, 1972
Filed October 18, 1972
Beginning in Liber 4208 at Folio 443

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"Exhibit A"

"Exhibit C"

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AMENDMENT TO MASTER DEED

Dated October 9, 1981

Filed October 18, 1981

Recorded in Liber 5780 at Folio 412

* * *

AMENDMENT TO MASTER DEED

Dated April 30, 1985

Filed May 27, 1985

Recorded in Liber 6745 at Folio 303

* * *

1335

LIBER 4288 FOLIO 443

CLERK'S OFFICE
MONTG. CO., MD.

1972 OCT 18 PM 3:58

DEED — BCK

CLK. CT. M.C.

OCT-18-72 PAID 3 8 7 9

THIS MASTER DEED, made and entered into in the County of Montgomery, State of Maryland, this 20th day of September, 1972, by ROCKVILLE RENEWAL ASSOCIATES, a limited partnership organized and existing under the laws of the State of Maryland, hereinafter and in the Exhibits hereto sometimes called the "Grantor":

WHEREAS, the Grantor is the owner in fee simple of certain land and premises located in the City of Rockville, County of Montgomery, State of Maryland, and more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Grantor is the owner of certain buildings and other improvements constructed upon the aforesaid premises, which property constitutes a "condominium project" pursuant to Article 21, Sec. 117A, et seq., of the Annotated Code of Maryland (1957) and it is the desire and intention of the Grantor to divide said property and the improvements thereon into condominiums and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, prior to the recordation hereof, namely on the 20th day of September, 1972, the Grantor has filed for record in the office of the Clerk of Court for the Circuit Court for Montgomery County, Maryland, a certain "Plat of Condominium Subdivision - Americana Centre" and "Plan of Condominium Subdivision - Americana Centre", hereinafter together referred to as the "Record Plat", which Record Plat, consisting of 40 sheets is recorded in Condominium Plat Book 5 at plat 427, et seq., and

WHEREAS, the Grantor desires and intends by the recordation of this Master Deed, to submit the property described on "EXHIBIT A" attached hereto, together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of Article 21, Sec. 117A, et seq., of the Annotated Code of Maryland (1957) as a condominium project:

NOW, THEREFORE, the Grantor hereby declares that all of the property described on "EXHIBIT A" attached hereto, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including the provisions of the By-Laws of the association of co-owners of the condominium attached hereto as "EXHIBIT B" and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominiums, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Grantor, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation:

LAW OFFICES
SHAPIRO,
KRIEGER & FITZPATRICK
641 HUNTERFORD COURT
ROCKVILLE, MD. 20850
(301) 766-1800

9-6-72

ARTICLE I

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

(a) "Unit" or "condominium unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories provided, always, that any such unit has a direct exit to a thoroughfare or to a common element leading to a thoroughfare. The lower vertical boundary of any such condominium unit in the project is a horizontal plane [or planes], the elevation of which coincides with the elevation of the upper surface of the unfinished concrete sub-floor thereof extended to intersect the lateral or perimetrical boundaries thereof. The upper vertical boundary of any such condominium unit is a horizontal plane [or planes], the elevation of which coincides with the lower surface of the unfinished concrete ceiling thereof, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any such condominium unit are vertical planes which coincide with the unexposed surfaces of the perimeter walls of the unit, to include the perimeter dry-wall, fireplaces, plenums, windows and doors thereof, extended to intersect the upper and lower vertical boundaries thereof and to intersect the other lateral or perimetrical boundaries of the condominium unit. Mechanical equipment and appurtenances located within any unit and designated to serve only that unit, such as furnaces, appliances, range hoods, outlets, electrical receptacles and outlets, fixtures, and the like, shall be considered a part of the condominium unit.

(b) "condominium project" or "the project" means the property subject to the Master Deed.

(c) "condominium" means the ownership of single units in the condominium project with common elements.

(d) "owner" or "co-owner" means any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium project, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an owner, by reason of such interest.

(e) "council of co-owners" or "the Corporation" or "association of co-owners" means all of the co-owners as defined above, in association.

(f) "common elements" means both general common elements and limited common elements, as hereinafter defined.

ARTICLE II

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

LAW OFFICES
SHAPPEL,

McKEEVER & FITZPATRICK
800 NUNCEMERE COURT
ROCKVILLE, MD. 20850
(301) 768-1000

6-1-72

8-2-72

Section 2. The Condominium Units. The general description and number of each condominium unit, including its area, location and such other data as may be necessary or appropriate for its identification, is set forth on the Record Plat, which Record Plat is incorporated herein and by this reference made a part hereof.

ARTICLE III

Section 1. General Common Elements. Except as otherwise set forth on the Record Plat, the general common elements shall mean and include at least the following:

- (a) the real property described on "EXHIBIT A", attached hereto and made a part hereof; and
- (b) the foundations, bearing walls, perimeter walls, main walls, roofs, halls, columns, girders, beams, supports, corridors, fire escapes, lobbies, parking structures not designated as limited common elements, stairways, and entrance and exit or communication ways; and
- (c) the basements, roofs, yards, streets, parking areas not designated as limited common elements, storage lockers not designated as limited common elements, and gardens, except as otherwise provided; and
- (d) the compartments or installations of central services such as power, light, gas, hot and cold water, central heating, compressors for air-conditioning [including those designed to serve only one condominium unit, provided such compressor is not located within such unit], pumps, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables, wires and other utility lines to the extent any of the same are not within any condominium unit; and
- (e) the elevators, closed circuit T. V. security system, switchboard, saunas, garbage and trash compactors and incinerators, or the like, the swimming pool and its appurtenances, walls, and in general, all devices or installations existing for common use; and
- (f) the premises designated on the Record Plat for the lodging of custodial or managerial personnel, if any, and any portion of the project designated on the Record Plat for commercial use or the like, if any; and
- (g) all other elements of the condominium project rationally of common use or necessary to its existence, upkeep and safety.

Section 2. Limited Common Elements. The limited common elements include those designated as such on the Record Plat and such other as are agreed upon by a majority of the co-owners to be reserved for the exclusive use of a certain number of condominium units such as special corridors, stairways, sanitary services common to the condominium units of a particular floor, and the like. All areas designated on the Record Plat as a balcony, deck, terrace, patio, fenced area, storage lockers, or the like, and designated thereon as limited common elements, are reserved for the exclusive use of the owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Record Plat.

LAW OFFICES
SHAPIRO,
MCKEIVIN & FITZPATRICK
348 HUNTERFORD COURT
ROCKVILLE, MD. 20850
(301) 762-1000

6-1-72
7-18-72
8-2-72

ARTICLE IV

Section 1. Undivided Interest in Common Elements, etc. Each condominium unit shall have the same incidents as real property and the owner of any condominium unit shall hold the same in fee simple and shall have a common right to a share, with the other co-owners, of an undivided fee simple interest in the common elements equivalent to the percentage representing the "value" of his unit to the total "value" of the condominium project. The total "value" of the condominium project and of each condominium unit, and according to those basic values, the percentage appertaining to each condominium unit to the expenses of and rights in the common elements is set forth on "EXHIBIT C" attached hereto and by this reference made a part hereof. The percentage of the undivided interest in the common elements herein established shall not be changed without the unanimous consent of all of the co-owners evidenced by an appropriate amendment to this Master Deed recorded among the Land Records for Montgomery County, Maryland. The undivided interest in the common elements shall not be separated from the condominium unit to which it appertains and shall be deemed conveyed or encumbered with the condominium unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 2. Market Value. The "value" herein established for any condominium unit shall not fix the market value of the condominium unit and shall not prevent the owner of any condominium unit, including the Grantor, from establishing a different circumstantial value for such condominium unit.

ARTICLE V

Section 1. Covenant Against Partition. The common elements, both general and limited, shall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided for in Article 21, § 121(b), Annotated Code of Maryland [1957].

Section 2. Encroachments. If any portion of the common elements now encroaches upon any condominium unit, or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the common elements, as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any condominium unit, any adjoining condominium unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or upon any portion of the common elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

Section 3. Easements. Each condominium unit shall be subject to an easement to the co-owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, wires, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and

other common elements located within or accessible only from a particular condominium unit and for support.

ARTICLE VI

Section 1. Urban Renewal Plan. The rights of the owner of any condominium unit in the condominium project shall be subject in all respects to the land use provisions and building requirements applicable to the project pursuant to the Urban Renewal Plan for the Mid-City Urban Renewal Project for Rockville, Maryland, recorded in Liber 3796 at folio 819 among the Land Records for Montgomery County, Maryland, and the Revised Urban Renewal Plan for the Mid-City Urban Renewal Project for Rockville, Maryland, recorded in Liber 3796 at folio 852 among the aforesaid Land Records.

ARTICLE VII

Section 1. Rights of WSSC and Mayor and Council of Rockville. In the event that any sewer or water use charge, or front foot benefit charge, or sewer charge, or ad valorem tax, imposed pursuant to the Washington Suburban Sanitary District Act and/or the Laws of the City of Rockville, Maryland, or any regulations adopted pursuant thereto, or otherwise, is not paid by the association of co-owners, or by one or more of the co-owners, then the Washington Suburban Sanitary Commission and/or The Mayor and Council of Rockville, Maryland shall have the right, within the time provided by that Act and/or the Laws of the City of Rockville, Maryland and/or the Regulations of said Commission, and/or the City of Rockville, Maryland to terminate sewer and water service to all of the condominium units.

ARTICLE VIII

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

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

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

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

LAW OFFICES
SHAFER,
McKEEVER & FITZPATRICK
500 HUNTERSWOOD COURT
ROCKVILLE, MD. 20850
(301) 765-1600

6-1-72
7-18-72

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

ROCKVILLE RENEWAL ASSOCIATES, a
limited partnership

By: CARL M. FREEMAN ASSOCIATES, INC.
General Partner

By: Carl M. Freeman
Carl M. Freeman, President

Attest:

Robert B. Friedman
Robert B. Friedman, Secretary

STATE OF MARYLAND)

COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 20th day of September, 1972, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared CARL M. FREEMAN, known to me to be the President of CARL M. FREEMAN ASSOCIATES, INC., General Partner of ROCKVILLE RENEWAL ASSOCIATES, a Maryland limited partnership, and on behalf of said ROCKVILLE RENEWAL ASSOCIATES, did acknowledge the foregoing instrument to be the act and deed of said ROCKVILLE RENEWAL ASSOCIATES, and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Barry M. Fitzpatrick
Barry M. Fitzpatrick, Notary Public

My Commission expires: 7-1-74

The undersigned, Trustees under those certain Deeds of Trust dated June 16, 1970, and recorded on June 17, 1970, in Liber 3970 at folio 156 among the Land Records for Montgomery County, Maryland, and dated June 29, 1972, and recorded June 29, 1972, in Liber 4233 at folio 455 among the aforesaid Land Records, hereby consent to the within Master Deed.

Robert J. Schultze [SEAL]
Robert J. Schultze, Trustee

Charles J. Fleury [SEAL]
Charles J. Fleury, Trustee

LAW OFFICES
SHAFER,
MCNEEVER & FITZPATRICK
1 MONTGOMERY COUNTY
KIVILLE, MD. 20880
(301) 702-1600

6-1-72

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

Barry M. Fitzpatrick
Barry M. Fitzpatrick

FOR REFERENCE ONLY

LAW OFFICES
SHAFER,
McKEEVER & FITZPATRICK
212 HUNTERFORD COURT
ROCKVILLE, MD. 20850
(301) 768-1800

6-1-72

"EXHIBIT A"

Lot 1 in block [3] in the subdivision known as "Rockville Town Center" per plat of said subdivision recorded in Plat Book 89 at plat 9611 among the Land Records for Montgomery County, Maryland.

SAVING and EXCEPTING therefrom, however, all of the land and premises, together with any appurtenances thereunto belonging, or in any way appertaining, lying between the outermost lines designated "Right-of-Way Line" of Maryland Route 355 as shown and/or indicated on State Highway Administration Plat No. 42302 duly recorded, or intended to be recorded among the Land Records for Montgomery County, Maryland.

LAW OFFICES
SHAFER,
MCKEEVER & FITZPATRICK
840 HUNTERFORD COURT
ROCKVILLE, MD. 20850
(301) 783-1600

6-1-72

LIBER 5780 FOLIO 412

118 MONROE STREET
ROCKVILLE, MD

AMENDMENT TO MASTER DEED

THIS AMENDMENT TO MASTER DEED made this 9th day of OCTOBER, 1981, by Americana Centre Condominium, Inc., a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as the "Owner".

WHEREAS, by Master Deed dated September 20, 1972 and recorded on 10/18/72 in liber 4288 at folio 443, among the Land Records for Montgomery County, Maryland, certain real property lying in said state and county was declared to be a horizontal property regime pursuant to the provisions of Article 21, Section 117A, et seq., of the Annotated Code of Maryland (1957), thereby establishing "Americana Centre"; and

MISC. 20.00
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#56556 C213 R01 TOP:59
OCT 18 81

WHEREAS, the Declarant is the owner of four of the Condominium Units in said Condominium, more particularly described as:

Unit numbered 4-106, in a plan of condominium subdivision styled "PLAN OF CONDOMINIUM SUBDIVISION---AMERICANA CENTRE" as per plat thereof recorded in Condominium Plat Book 5 at Plat 437, among the Land Records for Montgomery County, Maryland, being part of the land and premises declared to be subject to a horizontal property or condominium regime by a Master Deed dated September 20, 1972 and recorded in Liber 4288 at folio 443 among the aforesaid Land Records.

Unit numbered 118-105, in a plan of condominium subdivision styled "PLAN OF CONDOMINIUM SUBDIVISION---AMERICANA CENTRE" as per plat thereof recorded in Condominium Plat Book 5 at Plat 452, among the Land Records for Montgomery County, Maryland, being part of the land and premises declared to be subject to a horizontal property or condominium regime by a Master Deed dated September 20, 1972, and recorded in Liber 4288 at folio 443 among the aforesaid Land Records.

Unit numbered 118-106, in a plan of condominium subdivision styled "PLAN OF CONDOMINIUM SUBDIVISION---AMERICANA CENTRE" as per plat thereof recorded in Condominium Plat Book 5 at Plat 452, among the Land Records for Montgomery County, Maryland, being part of the land and premises declared to be subject to a horizontal property or condominium regime by a Master Deed dated September 20, 1972, and recorded in Liber 4288 at folio 443 among the aforesaid Land Records.

Unit numbered 118-107, in a plan of condominium subdivision styled "PLAN OF CONDOMINIUM SUBDIVISION---AMERICANA CENTRE" as per plat thereof recorded in Condominium Plat Book 5 at Plat 452, among the Land Records for Montgomery County, Maryland, being part of the land and premises declared to be subject to a horizontal property or condominium regime by a Master Deed dated September 20, 1972 and recorded in Liber 4288 at folio 443 among the aforesaid Land Records.

1981 OCT 13 AM 9 59
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

CLERK'S OFFICE
Document submitted for filing
in a condominium subdivision

and

WHEREAS, the Owner desires to subdivide said Condominium Unit No. 118-105 into two units and reassign, re-allocate and adjust the percentage of ownership of common elements for said units as hereinafter set forth pursuant to the provisions of the Horizontal Property Act, Title 11, Section 11-107, Real Property Vol., Annotated Code of Maryland; and

WHEREAS, the Amendment has been adopted and approved by the Board of Directors of Americana Centre Condominium, Inc., as required by Section 11-107, supra;

NOW, THEREFORE, the Owner and Americana Centre Condominium, Inc., hereby declare and establish that:

Unit 118-105, as hereinabove more particularly described, be, and the same is hereby subdivided to create and establish:

<u>Address and Unit Designation</u>	<u>Percentage of Ownership in Common Elements and Limited Common Elements</u>
Unit 118-105	.00137687
Unit 118-105A	.00074027

Unit 118-106, as hereinabove more particularly described, be, and the same is hereby designated a percentage of ownership of common elements and limited common elements at 0.

Unit 118-107, as hereinabove more particularly described, be, and the same is hereby designated a percentage of ownership of common elements and limited common elements at .00261275.

AMERICAN
STANDARD
PROPERTY & CASUALTY
INSURANCE COMPANY
OF NEW YORK

AMERICAN
STANDARD
PROPERTY & CASUALTY
INSURANCE COMPANY
OF NEW YORK

Unit 4-106, as hereinabove more particularly described, be, and the same is hereby designated a percentage of ownership of common elements and limited common elements of 0.

FURTHER, the Owner declares that the percentage of ownership in the common elements and limited common elements shall be determinative of the voting rights of the owner or owners of the Condominium Units in conformity with the provisions of the Master Deed hereinabove referred to and the by-laws of Americana Centre Condominium, Inc.

FURTHER, the Owner hereby designates that the dimensions and perimeters of Unit 118-105 and Unit 118-105A shall be those established and designated on the plan of resubdivision attached hereto, recorded herewith and by this reference incorporated herein.

All other terms, provisions, covenants, conditions, restrictions and by-laws contained in and attached to the Master Deed hereinabove referred to which are not expressly amended by this Amendment to Master Deed are hereby affirmed and shall remain in full force and effect.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors, administrators, and personal representatives.

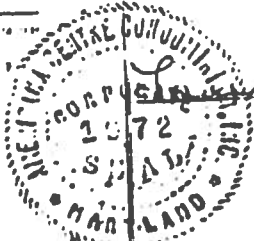
IN WITNESS WHEREOF, the party hereto has herunto set its hand and seal the day hereinabove first written.

AMERICANA CENTRE CONDOMINIUM, INC.

By: John L. Milanesi
John L. Milanesi, President

Attest:

SEAL OF THE
OFFICE OF THE
CLERK OF THE
COURT OF THE
COUNTY OF
HARRIS, TEXAS



BOARD OF DIRECTORS, AMERICANA CENTRE
CONDOMINIUM, INC.

By:

John L. Milanese
John L. Milanese, President

By:

Philip A. Dales
Philip A. Dales, Vice President

By:

Laura V. Ingram
Laura V. Ingram, Secretary

By:

Robert B. Beasley
Robert B. Beasley, Treasurer

By:

Thomas B. Ferguson
Thomas B. Ferguson, Director

By:

Reuven Rubinzon
Reuven Rubinzon, Director

By:

Alan J. Ungar
Alan J. Ungar, Director

Attest:

Laura V. Ingram, Secy.

STATE OF MARYLAND)

COUNTY OF MONTGOMERY)

THIS IS TO CERTIFY that on this 9th day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John L. Milanese, who acknowledged himself to be the President of Americana Centre Condominium, Inc., and acknowledged the foregoing to be his act on behalf of said Americana Centre Condominium, Inc., and that he is authorized to execute this instrument on its behalf.

My Commission Expires: 7/1/82

Notary Public

STATE OF MARYLAND)

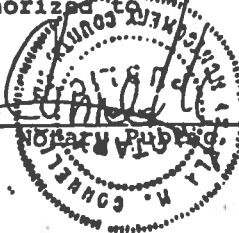
COUNTY OF MONTGOMERY)

THIS IS TO CERTIFY that on this 9th day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John L. Milanese, who acknowledged himself to be the President of Americana Centre Condominium, Inc., and Philip A. Dales, who acknowledged himself to be the Vice President of Americana Centre Condominium, Inc., and Laura V. Ingram, who acknowledged herself to be the Secretary of Americana Centre Condominium, Inc., and Robert B. Beasley, who acknowledged himself to be the Treasurer of Americana Centre Condominium, and Thomas B. Ferguson, Reuven Rubinzon, and Allan J. Ungar, who acknowledged themselves to be Directors of Americana Centre Condominium, Inc., and acknowledged

NOTARY PUBLIC
STATE OF MARYLAND
COMM. EXPIRES 7/1/82
BETHESDA, MARYLAND 20814

the foregoing to be their act on behalf of said Americana Centre Condominium, Inc, and that they are authorized to execute this instrument of its behalf

Angela M. [Signature]



My Commission Expires: 7/1/82

Property Address: Unit #4-106, 118 Monroe Street, Rockville, Md.
P. I. #: 1575260
Insurer: N/A

Property Address: Unit #118-105, 118 Monroe Street, Rockville, Md.
P. I. #: 1573738
Insurer: N/A

Property Address: Unit #118-106, 118 Monroe Street, Rockville, Md.
P. I. #: 1573750
Insurer: N/A

Property Address: Unit #118-107, 118 Monroe Street, Rockville, Md.
P. I. #: 1573751
Insurer: N/A

Property Owner on All Four: Americana Centre Condominium, Inc.

AMENDMENT TO MASTER DEED

THIS AMENDMENT TO MASTER DEED made this 30TH day of APRIL, 1985, by Americana Centre Condominium, Inc., a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as the "Declarant" or "Owner".

WHEREAS, by Master Deed dated September 20, 1972, and recorded on October 18, 1972 in Liber 4288 at folio 443, among the Land Records of Montgomery County, Maryland, certain real property lying in said state and county was declared to be a horizontal property regime pursuant to the provisions of Article 21, Section 117A, et seq., of the Annotated Code of Maryland (1957), thereby establishing "Americana Centre"; and

WHEREAS, the Declarant is the owner of two of the Condominium Units in said Condominium, more particularly described as:

Unit numbered 118-105, in a plan of condominium subdivision styled "PLAN OF CONDOMINIUM SUBDIVISION ---- AMERICANA CENTRE" as per plat thereof recorded in Condominium Plat Book 5 at Plat 452, among the Land Records of Montgomery County, Maryland, being part of the land and premises declared to be subject to a horizontal property or condominium regime by a Master Deed dated September 20, 1972, and recorded in Liber 4288 at folio 443 among the aforesaid Land Records and amended by the Amendment to Master Deed dated October 9, 1981, recorded at Liber 5780, folio 412 and re-recorded at Liber 6368, folio 514, among the aforesaid Land Records.

Unit numbered 118-105A, in a plan of condominium subdivision styled "PLAN OF CONDOMINIUM SUBDIVISION ---- AMERICANA CENTRE" as per plat thereof recorded in Condominium Plat Book 5 at Plat 452, among the Land Records of Montgomery County, Maryland, being part of the land and premises declared to be subject to a horizontal property or condominium regime by a Master Deed dated September 20, 1972, and recorded in Liber 4288 at folio 443 among the aforesaid Land Records and amended by the Amendment to Master Deed dated October 9, 1981, recorded at Liber 5780, folio 412 and re-recorded at Liber 6368, folio 514, among the aforesaid Land Records.

and

WHEREAS, the Owner desires to incorporate and consolidate Condominium Unit number 118-105 and Condominium Unit number 118-105A into one unit and reassign, re-allocate and adjust the percentage of ownership of common elements for said units as hereinafter set forth pursuant to the provisions of the

LAW OFFICES
STEIN, SPERLING,
BENNETT & DE JONG, P.A.
79 S.W. 10TH AVENUE
PO BOX 1111, MIAMI, FL 33136
TELEPHONE 361-880-0000

Verified By: [Signature]

RELEASE
SUBTOTAL
CHECK
19.00
19.00
19.00
MAY 27 1985

Client's Signature
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

1985 MAY 27 10:27

Horizontal Property Act, Title 11, Section 11-107, Real Property Vol., Annotated Code of Maryland; and

WHEREAS, the Amendment has been adopted and approved by the Board of Directors of Americana Centre Condominium, Inc., as required by Section 11-107, supra;

NOW, THEREFORE, the Owner and Americana Centre Condominium, Inc., hereby declare and establish that:

Unit 118-105 and Unit 118-105A, as hereinabove more particularly described, be, and the same are hereby incorporated and consolidated to create and establish a single Unit:

Address and
Unit Designation

Percentage of Ownership in Common
Elements and Limited Common Elements

Unit 118-105

.00211714

Further, that the incorporated and consolidated Unit 118-105 is hereby designated a two-bedroom, private residential use unit, and that said Unit may be used only for private residential purposes, notwithstanding anything heretofore to the contrary.

Further, the Owner declares that the percentage of ownership in the common elements and limited common elements shall be determinative of the voting rights of the owner or owners of the Condominium Units in conformity with the provisions of the Master Deed hereinabove referred to and the by-laws of Americana Centre Condominium, Inc.

Further that this Amendment to Master Deed is executed by all the unit owners of the units involved and that there is no mortgagee on any such unit, thereby complying with the aforementioned Section 11-107 of the Real Property Article of the Annotated Code of Maryland.

All other terms, provisions, covenants, conditions, restrictions and by-laws contained in and attached to the Master Deed hereinabove referred to which are not expressly amended by this Amendment to Master Deed are hereby affirmed and shall remain in full force and effect.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors, administrators, and personal representatives.

IN WITNESS WHEREOF, the party hereto has hereunto set its hand and seal the day hereinabove first written.

ATTEST:

AMERICANA CENTRE CONDOMINIUM, INC.

Alan P. Carlin
Alan Carlin, Secretary

By: Lovena W. Cooper
Lovena Cooper, President

BOARD OF DIRECTORS, AMERICANA
CENTRE CONDOMINIUM, INC.

By: Lovena W. Cooper
Lovena Cooper, President

By: Arthur Tufano
Arthur Tufano, Vice President

By: Alan L. Carlin
Alan Carlin, Secretary

By: Manuel J. Rios
Manuel J. Rios, Treasurer

By: William E. Knight
William E. Knight, Director

By: Margaretta Tutson
Margaretta Tutson, Director

By: Carole Angle
Carole Angle, Director

ATTEST:

Alan L. Carlin
Alan Carlin, Secretary

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

THIS IS TO CERTIFY that on this 30th day of April, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lovena Cooper, who acknowledged herself to be the President of Americana Centre Condominium, Inc., and acknowledged the foregoing to be her act on behalf of said Americana Centre Condominium, Inc., and that he is authorized to execute this instrument on its behalf.

Rosalie N. Brewer
NOTARY PUBLIC
My Commission Expires:

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit: MY COMMISSION EXPIRES JULY 1, 1986
ROSALIE N. BREWER

THIS IS TO CERTIFY that on this 30th day of April, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lovena Cooper, who acknowledged herself to be the President of Americana Centre Condominium, Inc., and William Knight, who acknowledged himself to be the Vice President of Americana Centre Condominium, Inc., and Alan Carlin, who acknowledged himself to be the Secretary of Americana Centre Condominium, Inc., and Manuel J. Rios, who acknowledged himself to be the Treasurer of Americana Centre Condominium, Inc., and

LAW OFFICES
STEIN, SPERLING,
BENNETT & DE JONG, P.A.
75 WEST HANCOCK LANE
ROCKVILLE, MARYLAND 20850
TELEPHONE 301-991-0000

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Alan Ungar and Margaretta Tutson, who acknowledged themselves to be Directors of Americana Centre Condominium, Inc., and acknowledged the foregoing to be their act on behalf of said Americana Centre Condominium, Inc., and that they are authorized to execute this instrument on its behalf.

Rosalie N. Brewer
NOTARY PUBLIC
My Commission Expires
ROSALIE N. BREWER
NOTARY PUBLIC, MARYLAND, 1984

NO TITLE SEARCH
NO TITLE INSURER

Property Address: Unit 118-105, 118 Monroe Street
Rockville, Maryland 20850

Parcel I.D. #: 1575260 and 1573738.

Property Owner on all units: Americana Centre Condominium, Inc.
118 Monroe Street
Rockville, Maryland 20850

AFTER RECORDING, RETURN TO:

Stein, Sperling, Bennett, De Jong & Driscoll, P.A.
23 West Middle Lane
Rockville, Maryland 20850

LAW OFFICES
STEIN, SPERLING,
BENNETT & DE JONG, P.A.
23 WEST MIDDLE LANE
ROCKVILLE, MARYLAND 20850
TELEPHONE 301-400-0100