

100386STS
M. 3

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC.

THIS SUPPLEMENTARY DECLARATION, made on the date hereinafter set forth, by C-I/MITCHELL & BEST COMPANY, a Maryland corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

1986.

14.00

WHEREAS, Declarant has heretofore recorded a certain Declaration of Covenants, Conditions, and Restrictions (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) in Liber 6817, at Folio 238, among the Land Records of Montgomery County, Maryland;

WHEREAS, Declarant desires to extend the scheme of the covenants and restrictions of the Declaration to certain additional Lots and/or Common Area in accordance with the provisions of Article XI of the Declaration.


NOW, THEREFORE, Declarant hereby declares 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.

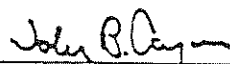
Words or phrases defined in Article I of the Declaration shall have the same meaning in this Supplementary Declaration as provided for in Article I of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 9th day of APRIL, 1986.

ATTEST:

C-I/MITCHELL & BEST COMPANY,
a Maryland corporation


VIRGIL M. TETI, (Assistant) Secretary

By: 
JOHN B. CORGAN, (Vice) President

[CORPORATE SEAL]



36 E. 1 3:51
MONTGOMERY COUNTY, MARYLAND

10386STS
4B

41-591-248, 7891

NO CONSIDERATION DEED

THIS DEED, made this 9th day of APRIL, 1986, by and between C-I/MITCHELL & BEST COMPANY, a Maryland corporation, hereinafter referred to as the "Party of the First Part", and TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC., a Maryland non-profit corporation, hereinafter referred to as "Party of the Second Part".

WITNESSETH:

DEED
RECORD
17.00
21.00
24.00
RETTED STATE AND LOCAL TAXES
MAY 1986

In consideration of the sum of One Dollar (\$1.00) in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, the said Party of the First Part does hereby grant, confirm and convey unto the Party of the Second Part, its successors and assigns, in fee simple, all that parcel of land, situate, lying and being in the Fourth (4th) Election District of Montgomery County, Maryland, as more particularly described in the legal description attached hereto and made part hereof as Exhibit "A".

TOGETHER WITH all and singular the buildings, improvements, ways, easements, rights, waters, privileges, covenants, and appurtenances to the same belonging, benefitting or in any way appertaining, and all the estate, title, right, interest and claim, either at law or in equity, or otherwise, however, of the said Party of the First Part, of, in, or out of the said land and premises.

TO HAVE AND TO HOLD said land and premises above described or mentioned, and hereby intended to be conveyed, together with the rights privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Party of the Second Part, its successors and assigns.

DEED 2.00

AND the said Party of the First Part covenants that it will warrant specially the property hereby conveyed; that it will execute such further assurances of said land as may be requisite.

SUBJECT, HOWEVER, to all easements, covenants, conditions, and restrictions (if any) affecting the land and premises intended to be conveyed by this Deed.

RETTED STATE AND LOCAL TAXES
MAY 1986

By its acceptance of this Deed, the Party of the Second Part does hereby assume all liability, responsibility and duty for the care, operation and maintenance of the Property hereby conveyed subject, however, to any rights the Party of the First Part may have pursuant to the Bylaws and Declaration of Covenants, Conditions and Restrictions for the Tuckerman Station Homeowners Association, Inc. Further, the Party of the Second Part, on its own behalf, and on behalf of its successors and assigns, hereby agrees to indemnify and hold the Party of the First Part, its heirs, successors and assigns, harmless from any loss, liability or damage (including attorneys' fees and court costs) arising out of or resulting from the failure of the Party of the Second Part to care for, maintain or properly operate the property hereby conveyed.

RECORDED
MAY 1986

[Signature]
SIGNED M/A
[Signature]

The Party of the First Part hereby certifies and makes affidavit under the penalties of perjury that there is no consideration paid or to be paid for the foregoing conveyance and that there are no mortgages or deeds of trust assumed by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed by the signatures of their duly authorized officers and have caused their corporate seals to be hereunto affixed the day and year first above written.

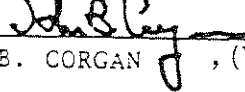
ATTEST:

C-I/MITCHELL & BEST COMPANY,
a Maryland corporation



VIRGIL M. TETI, (Assistant) Secretary

[CORPORATE SEAL]

By: 
JOHN B. CORGAN, (Vice) President


ATTEST:

TUCKERMAN STATION HOMEOWNERS
ASSOCIATION, INC.,
a Maryland non-profit corporation



KENNETH D. GRUNST, ~~XXXXXXXX~~ Secretary

[CORPORATE SEAL]

By: 
PHILLIP G. DRENNAN, ~~XXXX~~ President

* * *

STATE OF

*

COUNTY OF

*

to wit:

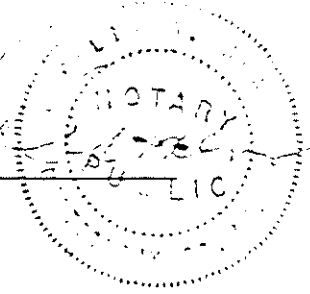
*

On this 9th day of APRIL, 1986, before me, the undersigned officer, personally appeared JOHN B. CORGAN and VIRGIL M. TETI, who have satisfactorily proven to be the persons whose names are subscribed to the within instrument, and who acknowledged themselves to be the (Vice) President and (Assistant) Secretary, respectively, of C-I/Mitchell & Best Company, a Maryland corporation, and as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this 9th day of APRIL, 1986.

Cecelia A. Seamens

Notary Public
CECELIA A. SEAMENS



My Commission Expires: 7/1/86

[NOTARIAL SEAL]

STATE OF MARYLAND

*

COUNTY OF MONTGOMERY

* to wit:
*

On this 9th day of APRIL, 1986, before me, the undersigned officer, personally appeared PHILLIP G. DRENNAN and KENNETH D. GRUNST, who have satisfactorily proven to be the persons whose names are subscribed to the within instrument, and who acknowledged themselves to be the ~~(Vice)~~ President and ~~(Assistant)~~ Secretary, respectively, of Tuckerman Station Homeowners Association, Inc., a Maryland non-profit corporation, and as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this 9th day of APRIL, 1986.

Cecelia A. Seamens

Notary Public
CECELIA A. SEAMENS



My Commission Expires: 7/1/86

[NOTARIAL SEAL]

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

Seth T. Stark

Seth Stark

Parcel "C", Block "A", as shown on a plat of subdivision entitled "Tuckerman Station", as recorded December 4, 1984, among the Land Records of Montgomery County, Maryland, in Plat Book 129 at Plat No. 15056.

PARCEL ID# 2482890

Parcel Address: Brewer House Road

Party of the First Part: C/I Mitchell & Best Company
1686 East Gude Drive
Rockville, Maryland 20850

Party of the Second Part: Tuckerman Station Homeowners Association, Inc.
1686 East Gude Drive
Rockville, Maryland 20850

Title Insurer: N/A

MAY 1 1986

4-501-2482890

All Taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by *[Signature]* have been paid Dept. of Finance Montgomery County, Md. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.

TRANSFER WITHOUT CONSIDERATION

[Signature]

REC'D
MONTGOMERY COUNTY
Burkholder # 190

Exhibit "A"

(Legal Description)

NO CONSIDERATION DEED

41-591-248.2890

THIS DEED, made this 9th day of APRIL, 1986, by and between C-I/MITCHELL & BEST COMPANY, a Maryland corporation, hereinafter referred to as the "Party of the First Part", and TUCKERMAN STATION HOMEOWNERS ASSOCIATION, INC., a Maryland non-profit corporation, hereinafter referred to as "Party of the Second Part".

WITNESSETH:

DEED
TOTAL
\$37762.0750
\$17.00
\$1.00
\$1.00
\$173.55
MAY 1 86

In consideration of the sum of One Dollar (\$1.00) in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, the said Party of the First Part does hereby grant, confirm and convey unto the Party of the Second Part, its successors and assigns, in fee simple, all that parcel of land, situate, lying and being in the Fourth (4th) Election District of Montgomery County, Maryland, as more particularly described in the legal description attached hereto and made part hereof as Exhibit "A".

TOGETHER WITH all and singular the buildings, improvements, ways, easements, rights, waters, privileges, covenants, and appurtenances to the same belonging, benefitting or in any way appertaining, and all the estate, title, right, interest and claim, either at law or in equity, or otherwise, however, of the said Party of the First Part, of, in, or out of the said land and premises.

TO HAVE AND TO HOLD said land and premises above described or mentioned, and hereby intended to be conveyed, together with the rights privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Party of the Second Part, its successors and assigns.

AND the said Party of the First Part covenants that it will warrant specially the property hereby conveyed; that it will execute such further assurances of said land as may be requisite.

SUBJECT, HOWEVER, to all easements, covenants, conditions, and restrictions (if any) affecting the land and premises intended to be conveyed by this Deed.

By its acceptance of this Deed, the Party of the Second Part does hereby assume all liability, responsibility and duty for the care, operation and maintenance of the Property hereby conveyed subject, however, to any rights the Party of the First Part may have pursuant to the Bylaws and Declaration of Covenants, Conditions and Restrictions for the Tuckerman Station Homeowners Association, Inc. Further, the Party of the Second Part, on its own behalf, and on behalf of its successors and assigns, hereby agrees to indemnify and hold the Party of the First Part, its heirs, successors and assigns, harmless from any loss, liability or damage (including attorneys' fees and court costs) arising out of or resulting from the failure of the Party of the Second Part to care for, maintain or properly operate the property hereby conveyed.

87

-1-

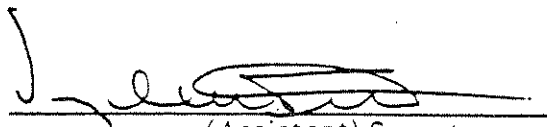
SIGNATURES
ALL

The Party of the First Part hereby certifies and makes affidavit under the penalties of perjury that there is no consideration paid or to be paid for the foregoing conveyance and that there are no mortgages or deeds of trust assumed by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed by the signatures of their duly authorized officers and have caused their corporate seals to be hereunto affixed the day and year first above written.

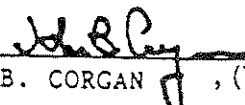
ATTEST:

C-I/MITCHELL & BEST COMPANY,
a Maryland corporation



VIRGIL M. TETI , (Assistant) Secretary

[CORPORATE SEAL]

By: 
JOHN B. CORGAN , (Vice) President

ATTEST:

TUCKERMAN STATION HOMEOWNERS
ASSOCIATION, INC.,
a Maryland non-profit corporation



KENNETH D. GRUNST, ~~XXXXXXXXXX~~ Secretary

[CORPORATE SEAL]

By: 
PHILLIP G. DRENNAN, ~~XXXX~~ President

STATE OF

*

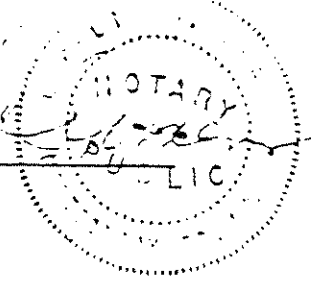
COUNTY OF

* .. to wit:
*

On this 9th day of APRIL, 1986, before me, the undersigned officer, personally appeared JOHN B. CORGAN and VIRGIL M. TETI, who have satisfactorily proven to be the persons whose names are subscribed to the within instrument, and who acknowledged themselves to be the (Vice) President and (Assistant) Secretary, respectively, of C-I/Mitchell & Best Company, a Maryland corporation, and as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this 9th day of APRIL, 1986.

Cecelia A. Seamens



Notary Public
CECELIA A. SEAMENS

My Commission Expires: 7/1/86

[NOTARIAL SEAL]

STATE OF MARYLAND

*
* to wit:
*

COUNTY OF MONTGOMERY

On this 9th day of APRIL, 1986, before me, the undersigned officer, personally appeared PHILLIP G. DRENNAN and KENNETH D. GRUNST, who have satisfactorily proven to be the persons whose names are subscribed to the within instrument, and who acknowledged themselves to be the ~~(Vice)~~ President and ~~(Assistant)~~ Secretary, respectively, of Tuckerman Station Homeowners Association, Inc., a Maryland non-profit corporation, and as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this 9th day of APRIL, 1986.

Cecelia A. Seamens



Notary Public
CECELIA A. SEAMENS

My Commission Expires: 7/1/86

[NOTARIAL SEAL]

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

Seth T. Stark

Seth Stark

Parcel "C", Block "A", as shown on a plat of subdivision entitled "Tuckerman Station", as recorded December 4, 1984, among the Land Records of Montgomery County, Maryland, in Plat Book 129 at Plat No. 15056.

PARCEL ID# 2482890

Parcel Address: Brewer House Road

Party of the First Part: C/I Mitchell & Best Company
1686 East Gude Drive
Rockville, Maryland 20850

Party of the Second Part: Tuckerman Station Homeowners Association, Inc.
1686 East Gude Drive
Rockville, Maryland 20850

Title Insurer: N/A

MAY 1 1986

4-501-2422890

All Taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by [Signature] have been paid Dept. of Finance Montgomery County, Md. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.

TRANSFER WITHOUT CONSIDERATION

[Signature]

SEARCHED INDEXED SERIALIZED FILED
MAY 1 1986
MONTGOMERY COUNTY
Burkhalter #190
REGISTERED CLERK

Exhibit "A"

(Legal Description)

Parcel I.D. Nos. (see Exhibit A attached)

4030386ELS
M-4B

AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION, made and entered into as of the 2nd day of November, 1985, by C-I/MITCHELL & BEST COMPANY, a Maryland corporation ("Declarant").

RECITALS:

MISC.	77.00
MISC.	1.00
CHECK	78.00

Recital 1. The Declarant has recorded a certain Declaration for Tuckerman Station Homeowners Association dated August 1, 1985, and recorded among the Land Records of Montgomery County, Maryland, on August 6, 1985, in Liber 6817 at folio 238 ("Declaration").

Recital 2. The Declarant wishes to correct an error in the Declaration.

NOW, THEREFORE, Declarant hereby grants, declares and states that the first seven lines of Section 4.03 of the Declaration are deleted and in their place the following is inserted:

"Section 4.03. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Nine Hundred Eighty-Four Dollars (\$984.00); provided, however, that there shall not, at any . . ."

#54190 0850 R02 T10:10
MAR 11 86

Except as expressly set forth herein, the terms and provisions of the Declaration shall remain in full force and effect unmodified by the terms and provisions of this Amendment. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Declarant has signed, sealed and delivered these presents as his own free act and deed as of the day and year first hereinabove written.

Al

1986 MAR 11 11:08
RECORDS SECTION
MONTGOMERY COUNTY, MD

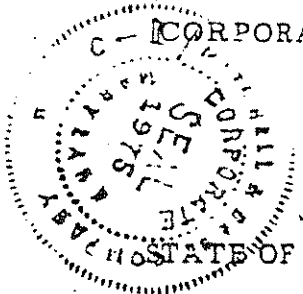
100

ATTEST:

C-I/MITCHELL & BEST COMPANY,
a Maryland corporation

[Signature]
VIRGIL M. TETI, (Assistant) Secretary

By: [Signature]
JOHN B. CORGAN (Vice) President



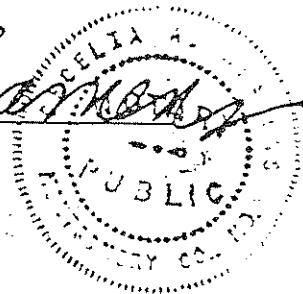
STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

I HEREBY CERTIFY that on the 2nd day of NOVEMBER, 1985, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared JOHN B. CORGAN and VIRGIL M. TETI, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of C-I/Mitchell & Best Company, a Maryland corporation, and that said VICE PRESIDENT and ASSISTANT SECRETARY, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 2nd day of NOVEMBER, 1985.

[Signature]
Notary Public
CECELIA A. SEAMENS



My Commission Expires: 7-1-86

[NOTARIAL SEAL]

ATTORNEY'S CERTIFICATE

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

A handwritten signature in cursive script, appearing to read "Earl L. Segal", is written over a horizontal line.

Earl L. Segal

LIBER 7046 FOLIO 010

EXHIBIT A

Parcel I.D. Nos. for Description of Lots and Common Areas

2482491	2482833	2482616	2482811	2483063
2482503	2482844	2482627	2482822	2483074
2482514	2482855	2482638	2482968	2483085
2482525	2482866	2482640	2482970	2483096
2482536	2482877	2482731	2482981	2483108
2482547	2482888	2482742	2482992	2483110
2482558	2482902	2482753	2483006	2483121
2482560	2482913	2482764	2482017	2483132
2484571	2482924	2482775	2483028	2483143
2482582	2482935	2482786	2483039	2483154
2482593	2482946	2482797	2483041	
2482605	2482957	2482800	2483052	

Parcel I.D. Nos. for Description of Common Areas

2482434
2472856