BOOK: 67663 PAGE: 361

RESERVED PARKING SPACE REASSIGNMENT AGREEMENT ASSIGNMENT OF USE OF PARKING SPACE

Assignor Unit: Unit 1012, 3333 University Boulevard, Kensington Complete Confe, MD

APPROVED BY MP

Tax ID: # 13-01602741

\$204.70 RECORDATION TAX PAID

RECITALS

- A. A Master Deed, dated May 8, 1973, establishing The Waterford Condominium ("Condominium") was recorded in Liber 4374, at Folio 894 among the land records of Montgomery County, Maryland, and amended By-Laws for the Condominium ("By-Laws") were recorded on November 2, 1978, in Liber 5232, at Folio 701 among the land records of Montgomery County, Maryland, and a Condominium Plat ("Plat") for the Condominium were recorded in Condominium Book 46, beginning at Page 45, in the Office of the Surveyor of the District of Columbia.
- B. Certain numbered parking spaces are identified in the Plat as limited common elements, including but not limited to the parking space numbered "5" ("Parking Space 5").
- C. Article XIII, Section 2 of the By-Laws refers to the limited common element parking spaces as Reserved Parking Spaces and provides that the initial assignments of the exclusive rights to use such Reserved Parking Spaces were to be made by the developer of the Condominium ("Developer").
- D. Article XIII, Section 2 of the By-Laws further provides that the assignment of the exclusive right to use a Reserved Parking Space shall be made by describing the particular

NED Y

Reserved Parking Space by reference thereto in a document entitled "Assignment of Use of Reserved Parking Space," a copy of which is to be provided to the Council, provided, however, that Article XIII, Section 2 of the By-Laws does not expressly require an Assignment of Use of Reserved Parking Space to be recorded in the land records of Montgomery County, Maryland.

- **E.** Pursuant to Article XIII of the By-Laws, and in accordance with the Maryland Condominium Act, the exclusive right to use a limited common element Reserved Parking Space shall be appurtenant to the unit to which such Reserved Parking Space was assigned, and shall convey automatically with such unit, unless such Reserved Parking Space is reassigned in accordance with the provisions of Article XIII of the By-Laws.
- F. On October 25, 1974, the Developer executed an "Assignment of Use of Reserved Parking Space" in accordance with Article XIII, Section 2 of the By-Laws, and recorded that document on December 31, 1974, in Liber 4604, at Folio 513, in the land records of Montgomery County, Maryland ("Developer Parking Assignment"), a copy of which is attached hereto as Exhibit A.
- **G.** The Developer Parking Assignment assigned 9 Reserved Parking Spaces to 9 specific units, including the assignment of Parking Space 5 to Unit 702, then owned by William W. Johnson and Cernoria D. Johnson, as tenants by the entireties.
- **H.** The Developer conveyed Unit 1008 in the Condominium to Laurette Bouvier Endres, by a Deed recorded on November 22, 1976, in Liber 4873, at Folio 242 in the land records of Montgomery County, Maryland.
- I. Cernoria D. Johnson, sole owner by right of survivorship, conveyed Unit 702 to T. Elizabeth Lovelace, by a Deed recorded on September 26, 1988, in Liber 8483, at Folio 662 in the Land Records of Montgomery County, Maryland.
- J. On October 30, 2001, Laurette Bouvier Endres, the then-owner of Unit 1008, executed an Assignment of Use of Reserved Parking Space, a copy of which is attached hereto as Exhibit B, transferring the right to use Parking Space 5 to Richard E. Altimus, and Richard E. Altimus, Jr., the then-owners of Unit 1012 in the Condominium.
- **K.** At some point in time between October 25, 1974 and October 30, 2001, there was an Assignment of Use of Reserved Parking Space 5 from Unit 702 to Unit 1008, either by William W. and Cernoria D. Johnson, or by T. Elizabeth Lovelace, the owners of Unit 702 prior to the October 30, 2001 reassignment of Parking Space 5 from Unit 1008 to Unit 1012, although the Council has no written record of such an Assignment of Use of Reserved Parking Space 5.
- L. Richard E. Altimus, Jr., sole owner by right of survivorship, conveyed Unit 1012 to Mark S. Schweizer and Robert M. Voelker by a Deed recorded on January 16, 2014, in Book 48199, at Page 280 in the Land Records of Montgomery County, Maryland.

- **M.** Mark S. Schweizer and Robert M. Voelker conveyed Unit 1012 to the Transferors herein by a Deed recorded on October 22, 2015, in Book 51149, at Page 045 in the Land Records of Montgomery County, Maryland.
- N. On October 15, 2015, Mark S. Schweizer and Robert M. Voelker, the sellers of Unit 1012, executed an Assignment of Use of Reserved Parking Space, agreeing to transfer the right to use Parking Space 5 to the Transferors, as the purchasers of Unit 1012.
- O. The Transferors conveyed Unit 1012 to Alexandra Kathryn Dziggel, the Assignor herein, by a Deed recorded on October 11, 2022, in Book 66359, at Page 239 in the Land Records of Montgomery County, Maryland.
- **P.** Article XIII, Section 3 of the By-Laws provides that a unit owner may at any time surrender the use of a Reserved Parking Space and may transfer the use of a Reserved Parking Space to the Council.
- **Q.** Before conveying Unit 1012 to the Assignor, the Transferors agreed with the Council that, in consideration of a payment from the Council to the Transferors, the use of Parking Space 5 would be transferred to the Council, and not to the Assignor.
- **R.** In purchasing and taking title to Unit 1012 from the Transferors, the Assignor acknowledged and agreed that the use of Parking Space 5 would be transferred to the Council, and that the Assignor would have no right to use Parking Space 5.
- S. The Unit 702 Owner is willing to sign this Agreement to acknowledge and confirm that the right to use Parking Space 5 is no longer assigned to Unit 702.
- T. The Assignor, as the current owner of Unit 1012, wishes to confirm the transfer of the use of Parking Space 5 to the Council, in accordance with Article XIII, Section 3 of the By-Laws, as provided in this Agreement. Notwithstanding the foregoing, however, the Assignor understands and agrees that her execution of this Agreement shall not entitle her to compensation for the transfer of the use of Parking Space 5 solely because of her ownership of Unit 1012.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises and covenants in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. In accordance with the above-referenced previous agreement between the Transferors and the Council, and concurrently with the execution and delivery of this Agreement, the Council shall pay to the Transferors the amount of Twenty-Two Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$22,750.00).
- 2. Subject to the terms and conditions of this Agreement, and in accordance with Article XIII of the By-Laws, the exclusive right to use Parking Space 5 is hereby reassigned to the Council, and the exclusive right to use Parking Space 5 shall no longer be appurtenant to any unit in the

3. This Agreement shall run with the land and shall be recorded in the land records of Montgomery County, Maryland. Subject to all of the terms and conditions hereof, the term of this Agreement shall be perpetual. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns. This Agreement and all exhibits hereto, contain the entire understanding of the parties. This Agreement may not be changed orally, but only by an agreement in writing, recorded in the land records of Montgomery County, Maryland.

IN WITNESS WHEREOF, the Council has caused this Agreement to be signed by its President and attested by its Secretary, and the Transferors, the Assignor and the Unit 702 Owner have signed this Agreement, all as of the date first above written.

COUNCIL OF CO-OWNERS OF THE WATERFORD CONDOMINIUM, INC., GRantee

ATTECT.

By President, KZiStine Keppierz	Secretary, were Luis A. Al fonso
TRANSFERORS	
NEIL E. SCHULDENFREI	MARK D. VILANDRY
ASSIGNOR:	UNIT 702 OWNER
ALEXANDRA KATHRYN DZIGGEL	CAROL PARSONS

STATE OF MARYLAND)	
) ss: MONTGOMERY COUNTY)	
I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certification. It is a president of the Council of Council	of Co- ment, e oath
Given under my hand and seal this 1/2 day of November, 20 23. Mary M. Bushallow NOTARY PUBLIC Montgomery COUNTY MARYLAND MY COMMISSION TO THE MARYLAND Notary Public	21,113110
My Commission Expires: 1/25	al]ane
STATE OF MARYLAND)) ss: MONTGOMERY COUNTY)	YANTON
I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify , Secretary of the Council of Owners of The Waterford Condominium, Inc., whose name is signed to the foregoing document personally appeared before me, and being personally well known to me (or proved by the of credible witnesses to be) the person who signed the foregoing document, acknowledged same to be the act and deed of the Council of Co-Owners of The Waterford Condominium, I Given under my hand and seal this 10 day of 10 day	nent, oath
Many M. Bushallow Notary Public	M32405
My Commission Expires: 8 1 2025	1800
Mary M. Bushallow NOTARY PUBLIC Montgomery COUNTY MARYLAND MY COMMISSION EXPIRES August 1, 2025	ATO M

3. This Agreement shall run with the land and shall be recorded in the land records of Montgomery County, Maryland. Subject to all of the terms and conditions hereof, the term of this Agreement shall be perpetual. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns. This Agreement and all exhibits hereto, contain the entire understanding of the parties. This Agreement may not be changed orally, but only by an agreement in writing, recorded in the land records of Montgomery County, Maryland.

IN WITNESS WHEREOF, the Council has caused this Agreement to be signed by its President and attested by its Secretary, and the Transferors, the Assignor and the Unit 702 Owner have signed this Agreement, all as of the date first above written.

ATTEST:

COUNCIL OF CO-OWNERS OF THE WATERFORD CONDOMINIUM, INC.

By	
President	Secretary
TRANSFERORS, G-RANTORS	
My	Maile Wand
NEIL E. SCHULDENFREI, Grandor	MARK D. VILANDRY, Granton
ASSIGNOR:	UNIT 702 OWNER
ALEXANDRA KATHRYN DZIGGEL	CAROL PARSONS

Delaware	
STATE OF MARYLAND)
MONTGOMERY COUNTY) ss:
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that **Neil E. Schuldenfrei**, whose name is signed to the foregoing document, personally appeared before me, and being personally well known to me (or proved by the oath of credible witnesses to be) the person who signed the foregoing document, acknowledged the same to be her act and deed.

Given under my hand and seal this 23 day of October, 2003.

Notary Public

My Commission Expires: 12 1 2024

[SEAL]

STATE OF MARYLAND)
SUSSEX) ss:
MONTGOMERY COUNTY

JOANNE LYNN MURPHY
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 12/1/2024

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Mark D. Vilandry, whose name is signed to the foregoing document, personally appeared before me, and being personally well known to me (or proved by the oath of credible witnesses to be) the person who signed the foregoing document, acknowledged the same to be her act and deed.

Given under my hand and seal this 3 day of October, 2013.

Notary Public

My Commission Expires: 12/1/34

[SEAL]

JOANNE LYNN MURPHY NOTARY PUBLIC STATE OF DELAWARE My Commission Expires 12/1/2024

3. This Agreement shall run with the land and shall be recorded in the land records of Montgomery County, Maryland. Subject to all of the terms and conditions hereof, the term of this Agreement shall be perpetual. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns. This Agreement and all exhibits hereto, contain the entire understanding of the parties. This Agreement may not be changed orally, but only by an agreement in writing, recorded in the land records of Montgomery County, Maryland.

IN WITNESS WHEREOF, the Council has caused this Agreement to be signed by its President and attested by its Secretary, and the Transferors, the Assignor and the Unit 702 Owner have signed this Agreement, all as of the date first above written.

COUNCIL OF CO-OWNERS OF THE WATERFORD CONDOMINIUM, INC.

	ATTEST:				
By					
President	Secretary				
TRANSFERORS					
NEIL E. SCHULDENFREI	MARK D. VILANDRY				
ASSIGNOR Grantor	UNIT 702 OWNER				
Olyandron).					
ALEXANDRA KATHRYN DZIGGEL	CAROL PARSONS				

STATE OF MARYLAND) -
) ss:
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that <u>Alexandra Kathryn Dziggel</u>, whose name is signed to the foregoing document, personally appeared before me, and being personally well known to me (or proved by the oath of credible witnesses to be) the person who signed the foregoing document, acknowledged the same to be her act and deed.

Given under my hand and seal this 19 day of October, 2023.

Notary Public

My Commission Expires:

Mary M. Bushallow
NOTARY PUBLIC
Montgomery COUNTY
MARYLAND
MY COMMISSION EXPIRES August 1, 2025

3. This Agreement shall run with the land and shall be recorded in the land records of Montgomery County, Maryland. Subject to all of the terms and conditions hereof, the term of this Agreement shall be perpetual. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns. This Agreement and all exhibits hereto, contain the entire understanding of the parties. This Agreement may not be changed orally, but only by an agreement in writing, recorded in the land records of Montgomery County, Maryland.

IN WITNESS WHEREOF, the Council has caused this Agreement to be signed by its President and attested by its Secretary, and the Transferors, the Assignor and the Unit 702 Owner have signed this Agreement, all as of the date first above written.

COUNCIL OF CO-OWNERS OF THE WATERFORD CONDOMINIUM, INC.

	ATTEST:
Ву	
President	Secretary
TRANSFERORS	
NEIL E. SCHULDENFREI	MARK D. VILANDRY
ASSIGNOR:	UNIT 702 OWNER
	Ca A
ALEXANDRA KATHRYN DZIGGEL	CAROL PARSONS 6-07410 FOV

STATE OF MARYLAND)
) ss:
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that <u>Carol Parsons</u>, whose name is signed to the foregoing document, personally appeared before me, and being personally well known to me (or proved by the oath of credible witnesses to be) the person who signed the foregoing document, acknowledged the same to be her act and deed.

Given under my hand and seal this 16th day of October, 2023.

Mary W. Bushellow Notary Public

My Commission Expires:

[SEAL]

Mary M. Bushallow
NOTARY PUBLIC
Montgomery COUNTY
MARYLAND
MY COMMISSION EXPIRES August 1, 2025

EXHIBIT A

COPY OF OCTOBER 25, 1974, "ASSIGNMENT OF USE OF RESERVED PARKING SPACE"

RECORDED DECEMBER 31, 1974, IN LIBER 4604, AT FOLIO 513
IN THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND

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MONTG. CO., MD.

THE WATERFORD CONDOMINIUM

ASSIGNMENT OF USE OF RESERVED PARKING SPACE

MARATHON CORPORATION, a Virginia corporation, hereby assigns, grants and conveys pursuant to Article III, Section 2. of the Master Deed of The Waterford Condominium, dated May 8, 1973, and Article XIII of the By-Laws of the Council of Co-Owners of The Waterford Condominium, Inc., to each of the following owners of condominium units in The Waterford Condominium the Reserved Parking Spaces (limited common elements as described in that Cortain Plat and Plan of Condominium Subdivision The Waterford on Certain Plat and Plan of Condominium Subdivision-The Waterford as recorded among the public records of Montgomery County, Maryland, in Condominium Plat Book 7 at Plat 643) set next to each name for use in conjunction with said condominium unit:

Name (s)	Unit	Reserved Parking Space Number
Marcelino San Sebastian	606	1
Leslie D. Polk	1105	3
Niles F. Gary and Dorothy E. Gary, his wife as tenants by the entireties	108	4
<u>William W. Johnson</u> and <u>Cernoria D. Johnson</u> , his wife as tenants by the entireties	702	5
Donald J. Menard	1209	6
James Ferrara and Gretchen Ferrara, his wife as tenants by the entireties	912	7
Frank A. Gunther, Jr. and Jeannette W. Gunther, his wife as tenants by the entireties	812	8
Howard Jenkins, Jr. and Alice Elaine Jenkins, his wife as tenants by the entireties	1101	9
Florence B. Berger	402	10

IN WITNESS WHEREOF, Marathon Corporation by its duly authorized officers has executed this instrument as of the day of October, 1974.

MARATHON-CORPORATION

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EXHIBIT B

COPY OF OCTOBER 30, 2001 ASSIGNMENT OF USE OF RESERVED PARKING SPACE 5

FROM UNIT 1008 TO UNIT 1012 IN THE CONDOMINIUM



ASSIGNMENT OF UDE OF RESERVED PARKING SPACE

Laurette Endres, owner of Unit 1008, Waterford Condominium, and assignee of Reserved Parking space designated as Number Five (5) does hereby transfer, assign, grant, and convey to Richard E. Altemus and Richard E. Altemus Jr., owners of Unit 1012, Waterford Condominium, the use of said Reserved Parking Space Number Five (5) as well as all my rights, title and interest in the said Space, which is appurtenant to unit 1008, and upon transfer will become appurtenant to Unit 1012...

FURTHER, by this transfer I do request the Council of Co Owners of the Waterford Condominium, Inc. to record such transfer in the BOOK, as defined in ArticleXIII, section 2, of the By-Laws Council of Co-Owners of the Waterford Condominium, Inc. All parties are members of the Council.

EXECUTED THIS and October, 2001

Laurette B. Endres-Assignor

Richard E. Altemus & R.E.Altemus Jr.

Assignee's

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KAREN A. BUSHELL

Clerk of the Circuit Court for Montgomery County
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Rockville, Maryland 20850
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