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June 6, 2005

Hand Delivered

The Honorable Derick Berlage
Chair, The Montgomery County Planning Board
The Maryland-National Capital Park and Planning Commission
8787 Georgia Avenue
Silver Spring, Maryland 20910

Re: Craftstar Homes, Inc.
Clarksburg Town Center
Site Plan Nos.: 8-98001 and 8-02014 (the "Site Plans")
Project Plan No. 9-94004 (the "Project Plan")
Setbacks and Request to Approve Amendments to
the Project Plan and the Site Plans

Dear Chairman Berlage and the Other Members of the Planning Board:

We represent Craftstar Homes, Inc. and its LLC affiliates (together, "Craftstar"), one of the owners and builders building the "two over two" townhouse condominiums and the fee simple, single family attached ("SFA") townhouses at the Clarksburg Town Center (collectively, the "Townhouses"). Due to the confusion created by the differing Building Restriction Line ("BRL") information on the applicable signature sets,¹ the stake outs performed by Craftstar's contractor civil engineers resulted in the as-built footprint for some of Craftstar's duly approved Townhouses encroaching across the more restrictive BRL specifications called out in the corresponding Tables (collectively, the "Setback Issue"). Attached at Exhibit 1 is a list of (1) the occupied Craftstar dwellings and (2) those that are under construction and under contract with Craftstar customers (again, both SFAs and 2-over-2 condominium Townhouses), that are believed to be involved and in need of the relief requested herein. At Exhibit 2 are as-built surveys demonstratively showing the magnitude of each arguable encroachment at issue. Both

¹ In short, the BRL envelopes schematically depicted on the signature sets, in some instances, are less onerous than appear on the conflicting tables ("Tables") copied onto those corresponding sheets of the applicable signature sets.

the list at Exhibit 1 and the surveys at Exhibit 2 were provided to us by Charles P. Johnson & Associates, Inc.² (What the enclosed as-built surveys depict is explained further below.)

For the reasons that follow, Craftstar respectfully requests that the Planning Board revise the Project Plan and the Site Plans to eliminate those arguable encroachments over such BRLs shown in the referenced Tables.

Further, we respectfully request a hearing as soon as possible, if not before the Board's planned June 16, 2005 hearing, then as part of such hearing. Whether or not other issues are considered on June 16, 2005, we request a hearing to consider our request, as soon as possible, which we believe may be considered (and action taken thereon) without coupling it with the other matters that the Planning Board will be addressing.

We respectfully recommend that the Planning Board bifurcate the resolution of the setback matter explained in this letter (and the height matter discussed in our May 31, 2005 letter to the Board) so that the Planning Board may:

- expeditiously reassure Craftstar's innocent customers that their homes will not have to be moved or otherwise altered; and
- through a separate proceeding, conduct whatever investigation and determine whatever possible resulting plan of compliance the Board deems appropriate to comprehensively resolve the matter.

More particularly, our petition on behalf of Craftstar's customers is that the Planning Board approve, pursuant to its authority,³ (either through Staff and/or from the

² The point of this request is not to point fingers or even to excuse whatever as-built encroachments into the applicable BRL envelope may exist for these properties. While explanations do exist (indeed, the applicability of the more restrictive Tables, or the less restrictive BRL parameters schematically shown on the currently approved signature sets is certainly debatable, both legally and factually), the purpose of this submission is to solve whatever issues or problems a putative BRL encroachment might cause for the innocent Craftstar customers who have lawfully occupied these homes and those whose homes were underway when the matter was brought to Craftstar's attention. In short, if a penalty is to be assessed (which Craftstar is not conceding), then it should not be imposed on those innocent Craftstar purchasers. Respectfully, the subject Setback Issues should be solved for those innocent customers now, regardless of any penalty phase of these discussions which might be held over for future determination at a future date.

³ The Planning Board derives its authority from: (1) Section 59-D-3.6 of the Montgomery County Zoning Ordinance, which allows the Planning Board to consider a site plan violation on its own motion and effect a plan of compliance; (2) Section 59-D-3.7 and Section 59-D-2.6(b)(1), whereby the Planning Board may amend the Site Plans and the Project Plan; and (3) Section 59-D-2.9 and Chapter 50, Section 50-6 of the Subdivision Regulations, which authorizes the Planning Board to enforce the Project Plan conditions of approval. We further note that although an initial project plan application may require a minimum notice period, the statute does not provide one for an amendment; therefore, we respectfully suggest that the Planning Board may conduct proceedings to amend both the Site Plans and the Project Plan without providing a minimum of 60 days notice. *Please see* Section 59-D-2.2.

entire Board, whichever the Board decides is appropriate) the setbacks of the various as-built SFA and 2-over-2 units which have either: (i) been sold and conveyed to Craftstar customers; or (ii) are under construction and under a contract of sale to Craftstar customers (“outsale contract”). Our proposed amendment would act to remove any possible cloud on those transactions (for the benefit of Craftstar’s customers) concerning any alleged violation of the disputed minimum setback limitations that may ultimately be determined to exist, whether built and sold or under construction and subject to outsale contracts with Craftstar customers.

As for implementation, especially in light of the need for immediate action, we respectfully suggest to the Planning Board that it has the authority to implement the requested amendment by having each of the as built surveys included in Exhibit 2 (which are described below in more detail) signed evidencing approval, or by having copies of the affected signature set site plans signed, again, for very prompt implementation. Nonetheless, we believe that the surveys enclosed as Exhibit 2 may be used and would be adequate.

The subject units fall into the following four (4) categories:

- (i) settled and conveyed SFAs;
- (ii) settled and conveyed 2-over-2s;
- (iii) under contract and lawfully permitted SFAs (in various stages of construction); and
- (iv) under contract and lawfully permitted 2-over-2s (in various stages of construction).

The surveys for the Townhouses at Exhibit 2 show for each Townhouse: (1) the “as built” building footprint line; and (2) the applicable Table Setback line, and, in some instances, more restrictive Setback lines that may arguably apply, in a worst case interpretation of the development approvals, in the interest of providing the Planning Board (and its Staff) full information. For example, in the case of 2 over 2 condominium parcels, where the Craftstar units have separate entrances to the outside of the building and have separate outdoor space, the development approvals have been interpreted to mean that such units could utilize the “townhouse” setback standards, even though they may be characterized for other purposes as multi-family units.⁴ Thus, in certain circumstances, we show other possible/arguable setbacks as well.

Although the enclosures reflect the circumstances to the best of our knowledge and belief, we respectfully reserve the right to supplement and refine them.

⁴ Please contrast such units, which are how the Craftstar 2 over 2’s are designed, with ones that have a common door leading to the individual unit entrances or that have no outdoor space, which we understand have been interpreted to be multi-family units for setback purposes.

1) Request to Amend the Plans For the Benefit of Craftstar's Customers

For the reasons explained below, and to resolve the referenced Setback Issues for the benefit of its customers, Craftstar respectfully requests that the Planning Board immediately exercise its authority to amend the Project Plan and the Site Plans affecting the Craftstar Townhouses described in Exhibits 1 and 2, and by its authorization "re-draw" any applicable BRL encroached upon by those as-built homes so that the revised BRL "tracks around" any portions of those as-built footprints currently encroaching, and so those buildings are in compliance with the revised BRL.

We are asking for expedited Planning Board action because, before the setback encroachments are authorized through the amendments, the affected Craftstar homeowners may suffer undue prejudice regarding the marketability of title, if, for example, they attempt to sell or refinance their properties. Because it is uncertain when the Board's investigation of the entire matter will be completed, those innocent customers may suffer the aforesaid prejudice in the interim. Hence, time is of the essence.

The proposed amendments are equally necessary to establish for them that the Townhouses are conforming uses, so that each building may be structurally altered, replaced or repaired, as long as the building complies with the development approvals, as amended.

The proposed action would be fair, because none of Craftstar's customers deserve any "blame" (if any ought to be assigned) in regard to the subject Setback Issues. Indeed, not even the Clarksburg Town Center Advisory Committee (the "CTCAC"), which has taken issue with various parts of the approvals for the project, has asked that any in-kind corrections (as in demolition or modification of as-built/occupied improvements) result from these Setback Issues.

Further the Planning Board need not question Craftstar's intentions for requesting such action. Although Craftstar acted in good faith, it is not seeking to avoid, but plans to participate in the further consideration of what gave rise to the Setback Issues. With this request, Craftstar simply wishes to avoid any undeserved prejudice being visited upon its customers. Clearly, they played no role in creating the referenced Setback Issues.

Under the totality of the circumstances, the Planning Board's prompt amendment will implement the only reasonable and fair solution, and will avoid unnecessary hardship being unfairly visited upon innocent parties. To that end, we ask that you consider the following explanation.

2) Discussion

The salient facts (upon our information and belief), at least as they pertain to Craftstar's customers, appear to be as follows:

- For the Townhouses in question, some of the setbacks -- that are drawn/depicted on the signature set Site Plans (the "Depicted

Setbacks”) -- are less than the minimum setback provided in the Tables included as general notations on that same sheet of the signature set (the “Tables Setbacks”).

- The setback requirements for the Townhouses differ among the signature set Site Plans.
- The Depicted Setbacks were relied upon and followed through the entire review and approval process.
- Craftstar’s outside/contractor engineers staked out the building restrictions/setbacks in the field, based upon the Depicted Setbacks, not advertent to the arguably inconsistent (and more restrictive) specifications in the corresponding Tables.
- Relying on the stake outs in the field, Craftstar constructed the Townhouses *within* the Depicted Setbacks, *albeit* not always and totally within the more restrictive setback parameters in the Tables. See Exhibits 1 and 2. Only after the buildings were constructed, or were under construction and under contract with Craftstar customers, did Craftstar learn of the Setback Issue. (Please note that none of the Tables setback encroachments extend over the boundary line between two separate properties.)
- Under the circumstances, it appears that no one noticed the discrepancies, and building permit applications were reviewed and approved by Park and Planning and Montgomery County, and permits were released, and Use and Occupancy certificates (for the 2-over-2 condominiums) and final inspections (for the fee simple townhouses) were issued, all based upon the Depicted Setbacks.
- The Townhouses in question are listed in the chart at Exhibit 1.

Craftstar relied in good faith on the stake out of its outside contractor/engineer when constructing its homes to place those improvements within the BRL-defined building envelopes. Even so, the Planning Board may demand a further investigation of the facts before determining responsibility, if any, as to Craftstar. However, granting this request to assist Craftstar’s customers should not be delayed for that remaining investigation (if any), because it will not alter the fact that Craftstar’s customers are innocent of all culpability in regard to same. As for Craftstar Homes, it will cooperate with the Planning Board in addressing and resolving any remaining issues. With this request, our client simply intends to avert any hardship for its customers in regard to the subject Setback Issue, by having the resolution of the issues bifurcated as explained earlier.

3) Explanation In Support of the Request to Amend the Site Plans

In amending the Plans, the Planning Board would be following a remedy that the courts afford in analogous situations. Thus, we believe that the Planning Board's solution would be well-founded and just. Where one private property owner's building encroaches onto another's land, the courts have the ability to apply the "Doctrine of Comparative Hardship" which may avoid demolition. (Of course, the instant case involves a different circumstance. The Townhouses do not encroach upon another's private property; they only encroach upon the minimum setback.) In the instant case, the Planning Board would resolve the setback issue by amending the development approvals and implementing a solution less harsh than demolition, in keeping with that equitable doctrine.

The following quotation explains the doctrine and the remedy:

The preferred remedy for encroachment is an injunction ordering removal of the encroaching structure. In *Lichtenberg [v. Sachs]*, 213 Md 147, 131 A.2d 264 (1957)] . . . , a landowner built a house over his neighbor's right of way and provided comparable access and money damages. We there noted that allowing a landowner to relocate a right of way and pay damages 'amounts to a request that private property be taken for private use. No court has authority to compel the owner of land to surrender his property to another person, lacking the power of eminent domain, in exchange for a sum of money . . .' *Id.* at 152, 131 A.2d 264. Thus, courts generally grant injunctive relief when an encroachment is found.

In *Easter v. Dundalk Holding Co.*, 199 Md. 303, 86 A.2d 404 (1952), we established an exception to the general rule. Dundalk built a movie theater encroaching on Easter's land. . . . Easter obtained a judgment for ejectment that was affirmed by this Court in 1950. In 1952, we refused to enjoin enforcement of the ejection. . . . We recognized, however, that there might be circumstances in which a court would refuse to order the removal of an encroaching structure; we said:

[I]t is an accepted rule that where a landowner *by innocent mistake*, erects a building which *encroaches on adjoining land*, and an injunction is sought by the owner of the land encroached upon, the court will balance the benefit of an injunction to the complainant against the inconvenience and damage to the defendant, and where the occupation *does no damage to the complainant*.

except the mere occupancy of a comparatively insignificant part of his lot, or the building does not interfere with the value or use of the rest of his lot, the court may decline to order the removal of the building and leave the adjoining landowner to his remedy at law.

(Emphasis added.) Urban Site Venture II, Ltd. Partnership v. Levering Associates Ltd. Partnership, 340 Md. 223, 230-231, 665 A.2d 1062, ____ (1995).⁵

Below, we apply the concepts underlying the Doctrine of Comparative Hardship.

Surely, as noted earlier, Craftstar's customers are innocent. They had no role in locating and constructing their homes. Thus, they are not "culpable," even by mistake.

If the putative setback mistakes were intrinsically harmful, then the Planning Board might be prevented from alleviating Craftstar's customers' predicament. That is not the case, however. The setback mistakes caused no measurable damage. The existing homes, although arguably at odds with the Table setbacks (a technical violation), are compatible with the neighborhood. The setbacks for the existing buildings are not intrinsically "harmful," in contrast to, for example, if they were located in an area that jeopardized public health and safety, which might mandate that the homes be pulled down and/or branded nonconforming, notwithstanding the harsh results. Rather, the Townhouses fit within the fabric of the Clarksburg Town Center. Finally, we are not aware of any existing conditions that offend the Master Plan.

Again, the Townhouses do not encroach onto another's private property. They arguably encroach upon the BRL described in the aforesaid Tables. Craftstar's customers are not taking another's property or attempting to use the government to unlawfully exercise eminent domain. Those customers arguably have a technical violation of the Tabled BRLs. The current situation, therefore, seems less extreme than the underlying facts involving the Doctrine of Comparative Hardship, where a trespasser has encroached upon another's private property. Therefore, our recommended remedy appears to be within the scope of a just and prudent remedy that the courts would see fit to apply.

4) Recommended Implementation Plan

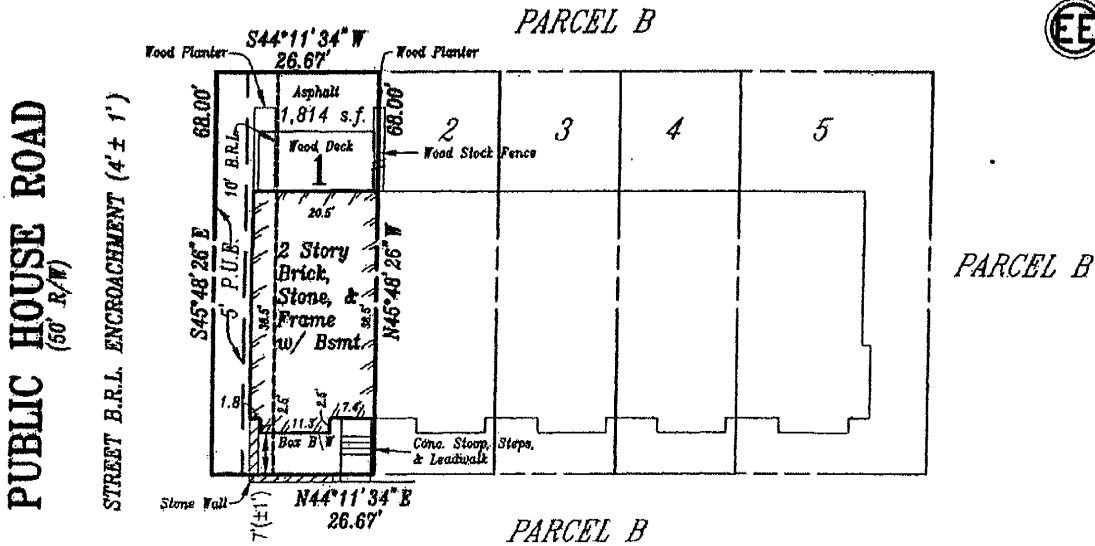
For all of the reasons explained herein, we respectfully request that the Planning Board take the following actions.

- a) Amend the Project Plan and the Site Plans pertaining to the BRL by expressly permitting the above-listed Townhouses to have the minimum setbacks equal to

⁵ See also *Beane v. Prince George's County*, 20 Md.App. 383, 315 A.2d 777 (1974); and D. Dobbs, *Handbook on the Law of Remedies* Section 5.6, at 355-357 (1973).

AS-BUILT SET BACK EXHIBIT
23626 PUBLIC HOUSE ROAD
 LOT 1 BLOCK EE
CLARKSBURG TOWN CENTER
 CLARKSBURG (2nd) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND

SCALE: 1"=30'
 MARYLAND STATE PLANE
 NAD 83/91



LEGEND:

- B.R.L. PER SIGNATURE SET TABLE OF SETBACKS
- EXISTING BUILDING LINE.
- P.U.E.

BUILDING RESTRICTION LINES AS PER THE APPROVED SIGNATURE SET TABLE OF SETBACKS:

FROM ANY STREET 10'
 FRONT YARD: N/A
 SIDE YARD: 0'
 REAR YARD: AS SHOWN

SITE PLAN NO: PHASE 1A 8-98001C
 SHEET NO: 4 OF 11
 DATE OF APPROVAL: 05/30/03

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT AND WAS ESTABLISHED USING ACCEPTED LAND SURVEYING PRACTICES

R. Collier

RONALD L. COLLIER
 PROFESSIONAL LAND SURVEYOR
 MD. No. 20014



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 PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS
 8751 ELTON ROAD SUITE 300 SILVER SPRING, MARYLAND 20903
 Phone: (301) 434-7000 E-mail: cpja@cpja.com Fax: (301) 434-9394
 FREDERICK, MD FAIRFAX, VA

REFERENCE	Drawn by REB	REB	Checked by RLC	RLC
Plat Book N/A	Date 04/17/02	Record No.		
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6

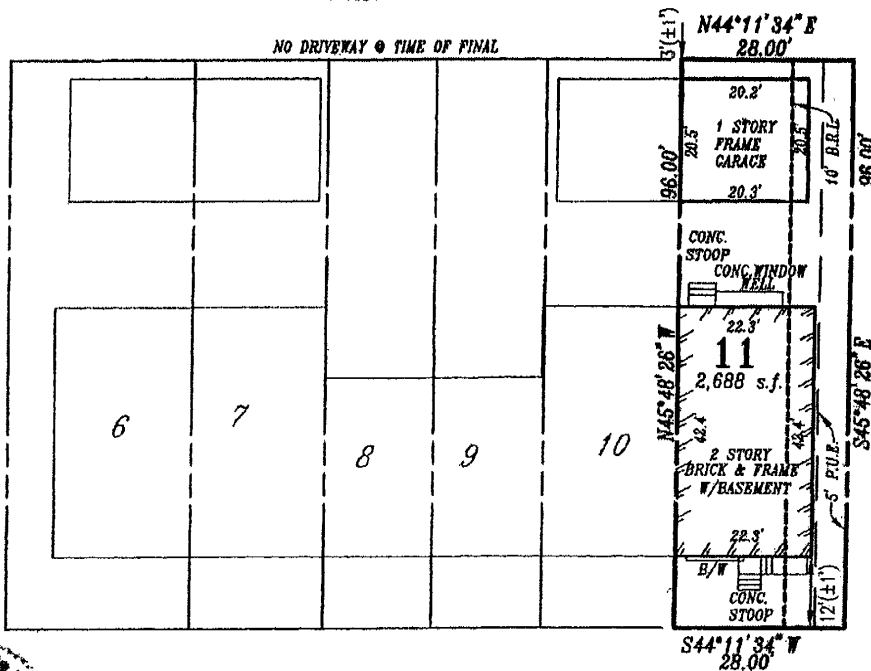
AS-BUILT SET BACK EXHIBIT
23622 PUBLIC HOUSE ROAD
 LOT 11, BLOCK EE
CLARKSBURG TOWN CENTER
 CLARKSBURG (2nd) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND

SCALE 1"=30'
 MARYLAND STATE PLANE
 DATUM (NAD 83/97)



PARCEL A

PARCEL B



STREET B.R.L. ENCROACHMENT (4' ± 1' FOR MAIN BLDG.)
 (3' ± 1' FOR ACCESSORY BLDG.)

PUBLIC HOUSE ROAD
 (60' R/W)



PARCEL A

LEGEND:

- B.R.L. PER SIGNATURE SET TABLE OF SETBACKS
- ~~~~~ EXISTING BUILDING LINE.
- P.U.E.

BUILDING RESTRICTION LINES AS PER THE APPROVED SIGNATURE SET TABLE OF SETBACKS:

FROM ANY STREET 10'
 FRONT YARD: N/A
 SIDE YARD: 0'
 REAR YARD: AS SHOWN

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 MD. No. 20014

SITE PLAN NO: PHASE 1A 8-98001C
 SHEET NO: 4 OF 11
 DATE OF APPROVAL: 05/30/03

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REFERENCE	Drawn by	Checked by
Plat Book N/A	REB	RLC
Plat No. 21971	Date 04/17/02	Record No.
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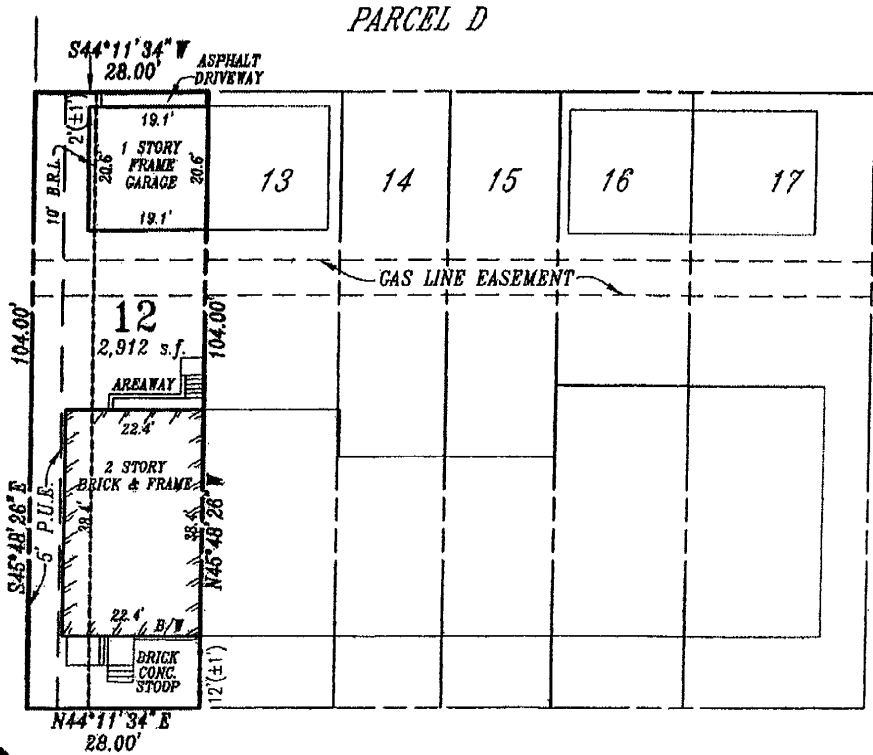
7

AS-BUILT SET BACK EXHIBIT
23600 PUBLIC HOUSE ROAD
 LOT 12 BLOCK EE
CLARKSBURG TOWN CENTER
 CLARKSBURG (2nd) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND



PUBLIC HOUSE ROAD
(60' R/W)

STREET B.R.L. ENCROACHMENT (4' ± 1' FOR MAIN BLDG)
 (1' ± 1' FOR ACCESSORY BLDG)



PARCEL D



PARCEL D

LEGEND:

- B.R.L. PER SIGNATURE SET TABLE OF SETBACKS
- EXISTING BUILDING LINE.
- P.U.E.

BUILDING RESTRICTION LINES AS PER THE APPROVED SIGNATURE SET TABLE OF SETBACKS:

- FROM ANY STREET 10'
- FRONT YARD: N/A
- SIDE YARD: 0'
- REAR YARD: AS SHOWN

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT AND WAS ESTABLISHED USING ACCEPTED LAND SURVEYING PRACTICES

RONALD L. COLLIER
 PROFESSIONAL LAND SURVEYOR
 MD. No. 20014

SITE PLAN NO: PHASE 1A 8-98001C
 SHEET NO: 4 OF 11
 DATE OF APPROVAL: 05/30/03



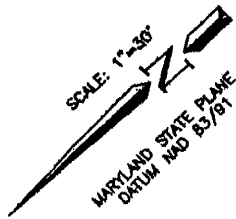
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 Phone: (301) 434-7000 E-mail: cpa@cpj.com Fax: (301) 434-9394
 FREDERICK, MD FAIRFAX, VA

REFERENCE Plot Book N/A Plot No. 21971	Drawn by REB	REB	Checked by RLC	RLC
	Date 04/17/02	Record No. 31-162-88.12		
	Scale 1"=30'			

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AS-BUILT SET BACK EXHIBIT
 23646 OVERLOOK PARK DRIVE
 LOT 11, BLOCK AA
CLARKSBURG TOWN CENTER
 CLARKSBURG (2nd) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND

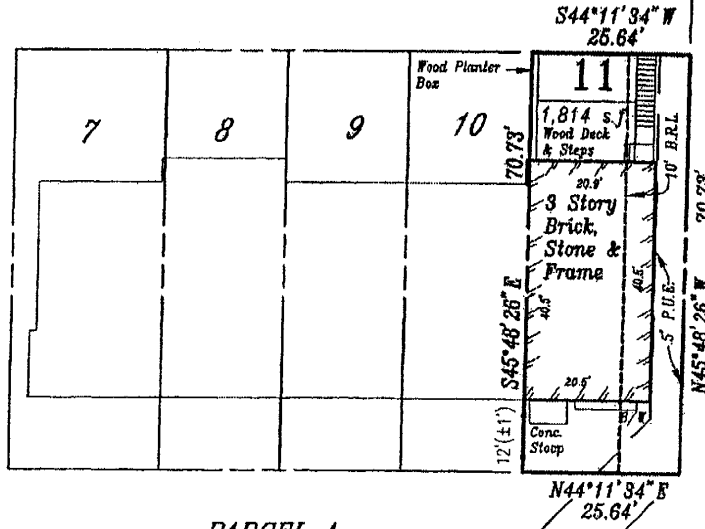


PARCEL A



PARCEL A

TO OVERLOOK
PARK DRIVE



STREET B.R.L. ENCROACHMENT (5' ± 1')

GENERAL STORE DRIVE
(50' R/W)

CLARKSBURG ROAD
(50' R/W)



LEGEND:

- B.R.L. PER SIGNATURE SET TABLE OF SETBACKS
- EXISTING BUILDING LINE.
- P.U.E.

BUILDING RESTRICTION LINES AS PER THE APPROVED SIGNATURE SET TABLE OF SETBACKS:

FROM ANY STREET 10'
 FRONT YARD: N/A
 SIDE YARD: 0'
 REAR YARD: AS SHOWN

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Ronald L. Collier
 RONALD L. COLLIER
 PROFESSIONAL LAND SURVEYOR
 MD. No. 20014

SITE PLAN NO: PHASE 1A 8-98001C
 SHEET NO: 5 OF 11
 DATE OF APPROVAL: 05/30/03

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REFERENCE	Drawn by	Checked by
Plot Book N/A	REB	RLC
Plot No. 21971	Date 04/17/02	Record No.
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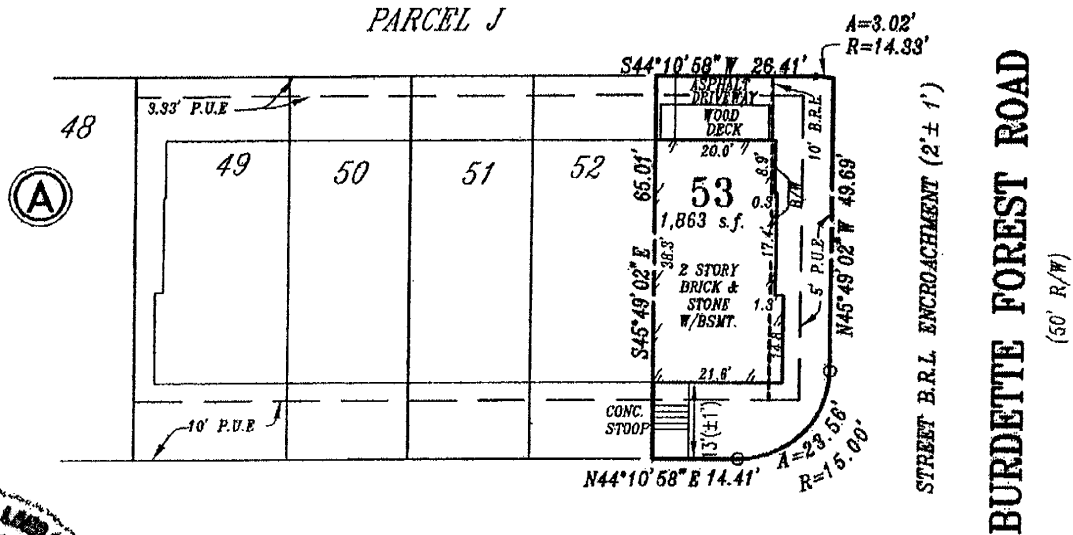
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AS-BUILT SET BACK EXHIBIT

12962 CLARKSBURG SQUARE ROAD
LOT 53, BLOCK A
CLARKSBURG TOWN CENTER
CLARKSBURG (2nd) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

SCALE: 1"=30'
MARYLAND STATE PLANE
DATUM (MAD 83/97)



CLARKSBURG SQUARE ROAD
(70' R/W)

LEGEND:

- B.R.L. PER SIGNATURE SET TABLE OF SETBACKS
- - - - - EXISTING BUILDING LINE.
- P.U.E.

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USING ACCEPTED LAND SURVEYING PRACTICES

RONALD L. COLLIER
PROFESSIONAL LAND SURVEYOR
MD. No. 20014

SITE PLAN NO: PHASE 2 8-02014
SHEET NO: -5 OF 11
DATE OF APPROVAL: 10/14/04



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FREDERICK, MD FAIRFAX, VA

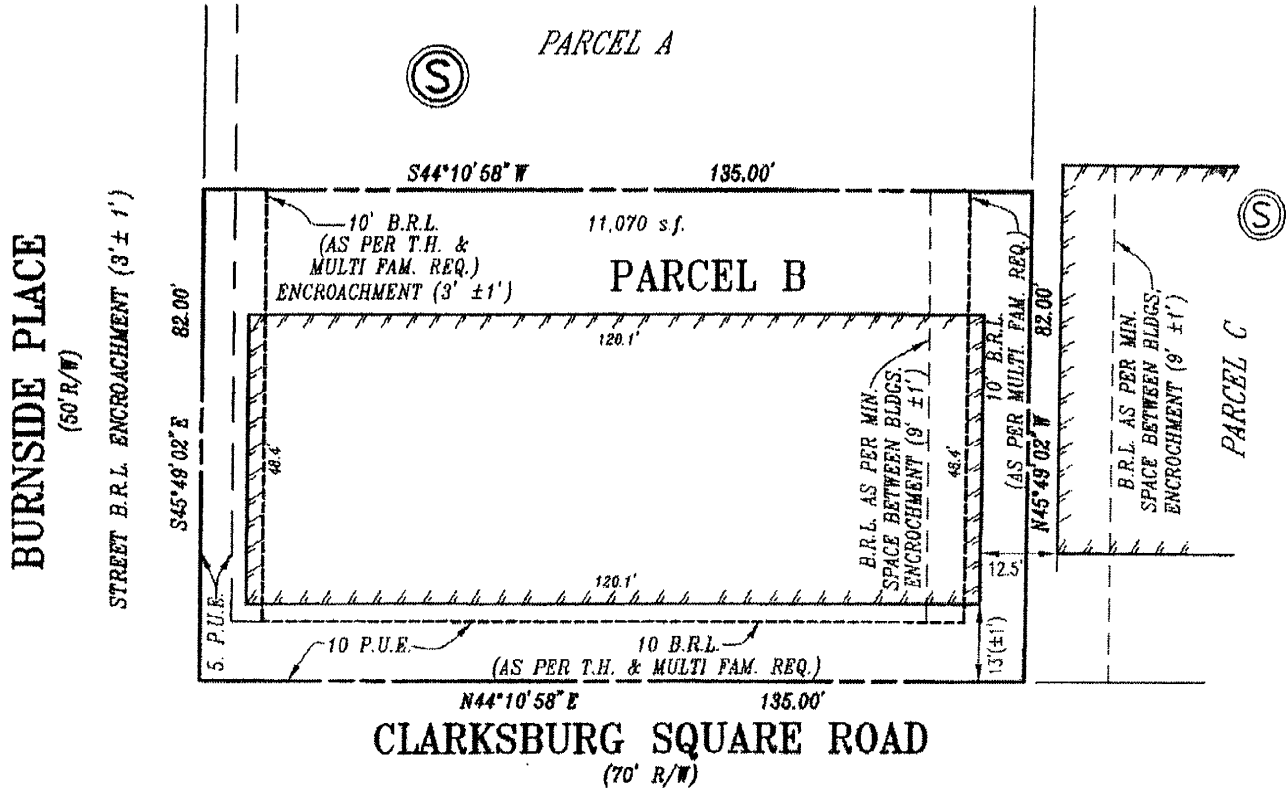
REFERENCE	Drawn by REB	REB	Checked by RLC	RLC
Plot Book N/A	Date 04/17/02		Record No.	
Plot No. 21971	Scale 1"=30'		31-162-88.53 (A)	

Dwg: N:\29100\dwg\88-53A1 Xref:



AS-BUILT SET BACK EXHIBIT
 13022 - 13040 CLARKSBURG SQUARE ROAD
 UNITS 1-10, BLOCK S
CLARKSBURG TOWN CENTER
 CLARKSBURG (2nd) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND

SCALE: 1"=30'
 MARYLAND STATE PLANE
 DATUM (MAD 83/91)



- LEGEND:**
- B.R.L. PER SIGNATURE SET TABLE OF SETBACKS
 - ||||| EXISTING BUILDING LINE.
 - P.U.E.
 - B.R.L. AS PER MIN. SPACE BETWEEN BLDGS.

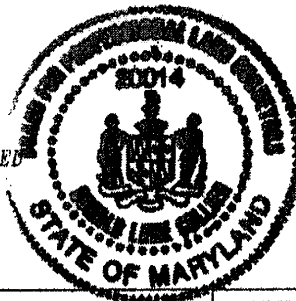
**BUILDING RESTRICTION LINES AS PER THE APPROVED
 SIGNATURE SET TABLE OF SETBACKS:**

(AS PER MULTI FAM. REQ.)	
FROM ANY STREET	10'
FRONT YARD:	10'
SIDE YARD:	10'/20'
REAR YARD:	AS SHOWN
MIN. SPACE BETWEEN END BLDGS.	30'

(AS PER T.H. REQ.)	
FROM ANY STREET	10'
FRONT YARD:	N/A
SIDE YARD:	0'
REAR YARD:	AS SHOWN
MIN. SPACE BETWEEN END BLDGS.	20/4*
*MID-BLOCK SEPARATION BETWEEN END UNITS MAY BE REDUCED TO 4'	

I HEREBY CERTIFY THAT THE INFORMATION
 SHOWN HEREON IS CORRECT AND WAS ESTABLISHED
 USING ACCEPTED LAND SURVEYING PRACTICES

Ronald L. Collier
 RONALD L. COLLIER
 PROFESSIONAL LAND SURVEYOR
 MD. No. 20014



SITE PLAN NO: PHASE 2 8-02014
 SHEET NO: 7 OF 11
 DATE OF APPROVAL: 10/14/04

CPJ Associates
Charles P. Johnson & Associates, Inc.
 PLANNERS - ENGINEERS - LANDSCAPE ARCHITECTS - SURVEYORS
 1751 ELTON ROAD SUITE 300 SILVER SPRING, MARYLAND 20905
 Phone: (301) 434-7000 E-mail: cpj@cpja.com Fax: (301) 434-9394
 FREDERICK, MD FAIRFAX, VA

REFERENCE	Drawn by	Checked by	
Plot Book N/A	REB	REB	RLC
Plot No. 21971	Date 04/17/02	Record No. 31-162-88.37	
	Scale 1"=30'	PARCEL B	

Dwg: N:\29100\dwg\88-PARCEL B-S1 Xref:

(11)

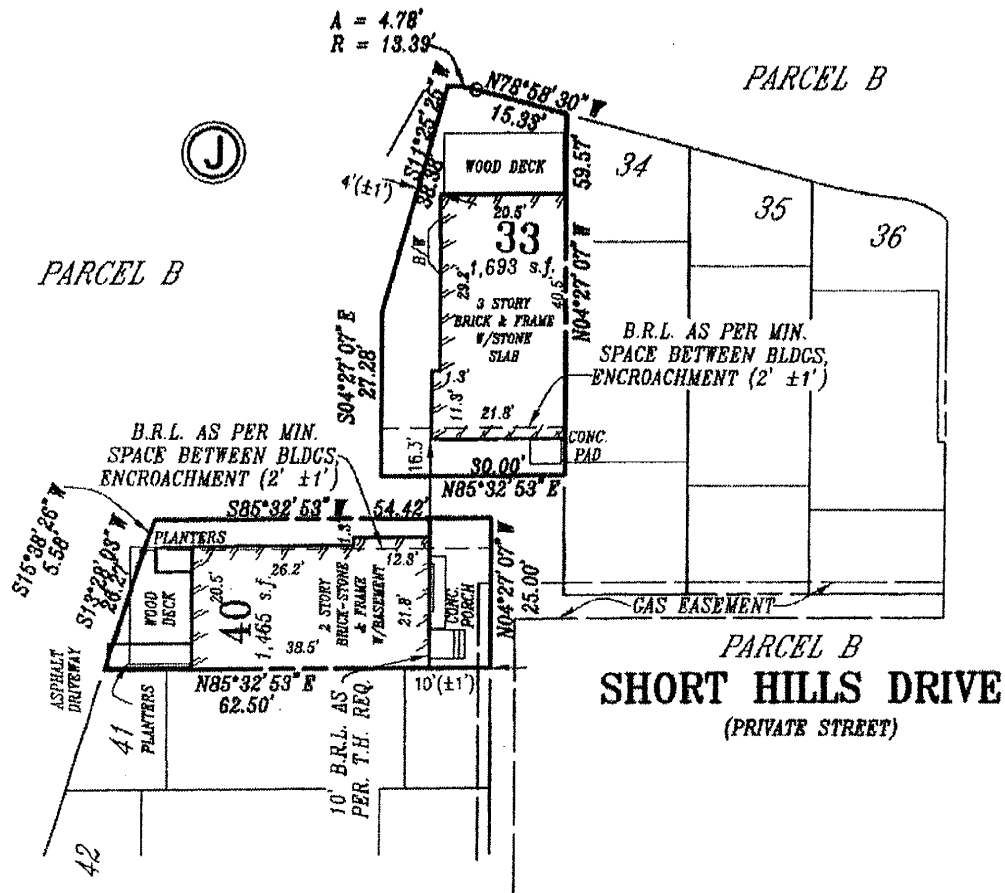
AS-BUILT SET BACK EXHIBIT
 12800 SHORT HILLS DRIVE (LOT 33)
 12801 SHORT HILLS DRIVE (LOT 40)

LOT 33,40 BLOCK J

CLARKSBURG TOWN CENTER

CLARKSBURG (2nd) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND

SCALE: 1"=30'
 MARYLAND STATE PLANE
 DATUM (MAD 83/91)



BUILDING RESTRICTION LINES AS PER THE APPROVED SIGNATURE SET TABLE OF SETBACKS:

(AS PER T.H. REQ.)

- LEGEND:**
- B.R.L. PER SIGNATURE SET TABLE OF SETBACKS
 - ~~~~~ EXISTING BUILDING LINE.
 - _____ P.U.E.
 - B.R.L. AS PER MIN. SPACE BETWEEN BLDGS.

- FROM ANY STREET 10'
- FRONT YARD: N/A
- SIDE YARD: 0'
- REAR YARD: AS SHOWN
- MIN. SPACE BETWEEN END BLDGS. 20/4*
- *MID-BLOCK SEPARATION BETWEEN END UNITS MAY BE REDUCED TO 4'

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT AND WAS ESTABLISHED USING ACCEPTED LAND SURVEYING PRACTICES.

Ronald L. Collier
 RONALD L. COLLIER
 PROFESSIONAL LAND SURVEYOR
 MD. No. 20014



SITE PLAN NO: PHASE 2 8-02014
 SHEET NO: 8 OF 11
 DATE OF APPROVAL: 10/14/04

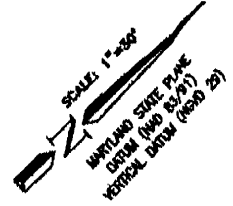
CPJ Associates
 Charles P. Johnson & Associates, Inc.
 PLANNERS · ENGINEERS · LANDSCAPE ARCHITECTS · SURVEYORS
 1751 ELTON ROAD SUITE 300 SILVER SPRING, MARYLAND 20905
 Phone: (301) 434-7300 E-mail: cpj@cpja.com Fax: (301) 434-9394
 FREDERICK, MD FAIRFAX, VA

REFERENCE	Drawn by	REB	REB	Checked by	RLC	RLC
Plat Book N/A	Date	04/17/02		Record No.	31-162-88.33-40	
Plat No. 21971	Scale	1"=30'				(J)

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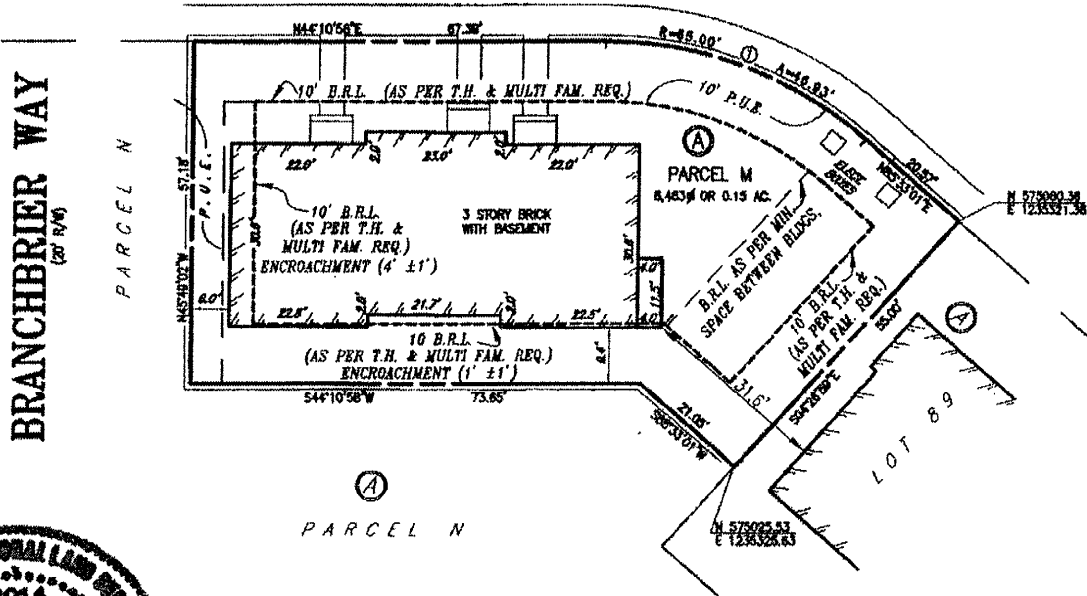
12

AS-BUILT SET BACK EXHIBIT
 12916 thru 12926 CLARKSBURG SQUARE ROAD
 PARCEL M, BLOCK A
CLARKSBURG TOWN CENTER
 CLARKSBURG (2nd) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND



CLARKSBURG SQUARE ROAD

(70' R/W)
 P. NO. 22538 & 22031



LEGEND:

- B.R.L. PER SIGNATURE SET TABLE OF SETBACKS
- ~~~~~ EXISTING BUILDING LINE.
- P.U.E.
- B.R.L. AS PER MIN. SPACE BETWEEN BLDGS.

BUILDING RESTRICTION LINES AS PER THE APPROVED SIGNATURE SET TABLE OF SETBACKS:

(AS PER MULTI FAM. REQ.)

FROM ANY STREET	10'
FRONT YARD:	10'
SIDE YARD:	10'/20'
REAR YARD:	AS SHOWN
MIN. SPACE BETWEEN END BLDGS.	30'

(AS PER T.H. REQ.)

FROM ANY STREET	10'
FRONT YARD:	N/A
SIDE YARD:	0'
REAR YARD:	AS SHOWN
MIN. SPACE BETWEEN END BLDGS.	20/4*

*MID-BLOCK SEPARATION BETWEEN END UNITS MAY BE REDUCED TO 4'

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT AND WAS ESTABLISHED USING ACCEPTED LAND SURVEYING PRACTICES

Ronald L. Collier
 RONALD L. COLLIER
 PROFESSIONAL LAND SURVEYOR
 MD. No. 20014

SITE PLAN NO: PHASE 2 8-02014
 SHEET NO: 5 OF 11
 DATE OF APPROVAL: 10/14/04

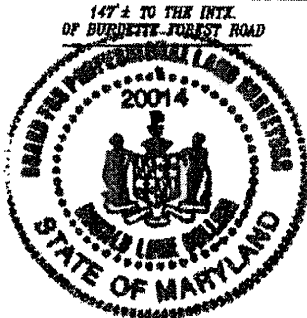
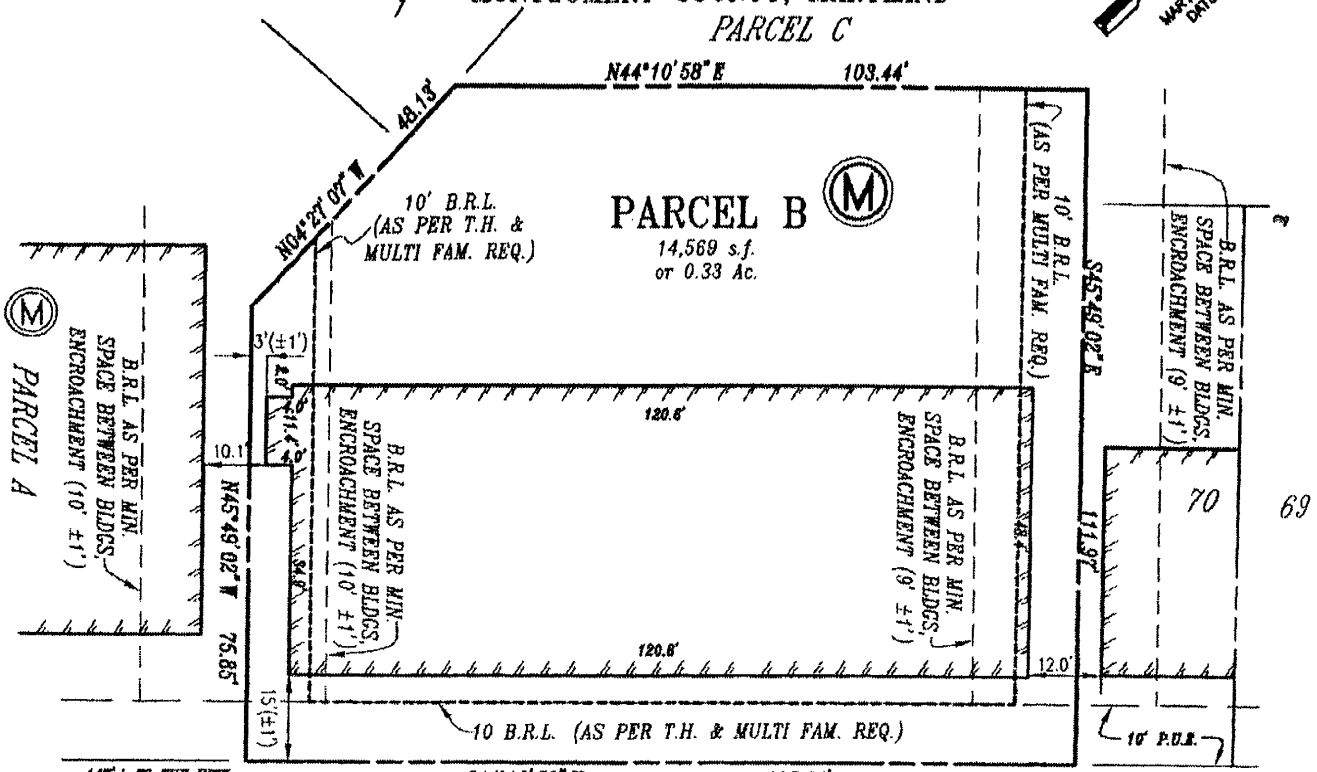
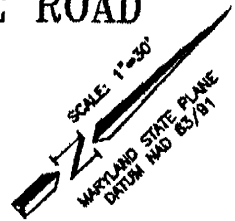


Charles P. Johnson & Associates, Inc.
 PLANNERS - ENGINEERS - LANDSCAPE ARCHITECTS - SURVEYORS
 8751 ELTON ROAD SUITE 300 SILVER SPRING, MARYLAND 20908
 Phone: (301) 454-7000 E-mail: cpg@cpja.com Fax: (301) 454-0394
 FREDERICK, MD FAIRFAX, VA

REFERENCE	Drawn by	REB	REB	Checked by	RLC	RLC
Plot Book N/A	Date	04/17/02		Record No.	31-162-88.37	
Plot No. 21971	Scale	1"=30'		PERCEL M	(A)	



AS-BUILT SET BACK EXHIBIT
13027 thru 13045 CLARKSBURG SQUARE ROAD
 PARCEL B, BLOCK M
CLARKSBURG TOWN CENTER
 CLARKSBURG (2nd) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 PARCEL C



CLARKSBURG SQUARE ROAD
(70' R/W)

- LEGEND:**
- B.R.L. PER SIGNATURE SET TABLE OF SETBACKS
 - ~~~~~ EXISTING BUILDING LINE.
 - _____ P.U.E.
 - - - - - B.R.L. AS PER MIN. SPACE BETWEEN BLDGS.

BUILDING RESTRICTION LINES AS PER THE APPROVED SIGNATURE SET TABLE OF SETBACKS:

(AS PER MULTI FAM. REQ.)

FROM ANY STREET 10'
 FRONT YARD: 10'
 SIDE YARD: 10'/20'
 REAR YARD: AS SHOWN
 MIN. SPACE BETWEEN END BLDGS. 30'

(AS PER T.H. REQ.)

FROM ANY STREET 10'
 FRONT YARD: N/A
 SIDE YARD: 0'
 REAR YARD: AS SHOWN
 MIN. SPACE BETWEEN END BLDGS. 20/4*

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Ronald L. Collier
 RONALD L. COLLIER
 PROFESSIONAL LAND SURVEYOR
 MD. No. 20014

*MID-BLOCK SEPARATION BETWEEN END UNITS MAY BE REDUCED TO 4'

SITE PLAN NO: PHASE 2 8-02014

SHEET NO: 8 OF 11

DATE OF APPROVAL: 10/14/04



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 PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS
 751 ELTON ROAD SUITE 300 SILVER SPRING, MARYLAND 20905
 Phone: (301) 434-7000 E-mail: cjp@cjpja.com Fax: (301) 434-9594
 FREDERICK, MD FAIRFAX, VA

REFERENCE Plat Book N/A Plat No. 21971	Drawn by REB	Checked by RLC	Record No. 31-162-88.37
	Date 04/17/02	Scale 1"=30'	
PERCEL B			⑤

Dwg: N:\29100\dwg\88-PARB_M1 Xref:



FYI



March 04, 2005

Mr. Wynn Whitthans
Maryland National Capital Park & Planning Commission
Montgomery County Planning Board
8787 Georgia Avenue, Silver Spring, MD 20910

Re: Clarksburg Town Center Lots 1S-10S
13022- 13040 Clarksburg Square Road


Dear Board Members:

We respectfully request that your Board resolve the lot line set back issues that affect the ten homebuyers and their families of Lots 1S – 10S in a timely manner that is favorable to these ten homeowners. The first settlement and transfer of title to these purchasers is scheduled for March 23rd.

Due to no fault on these families part, if these issues are not resolved timely and in their favor, they will be faced with extreme hardships, such as: loss of and/or change of end loan mortgage locks and higher interest costs; they have sold their previous residences and would be displaced without a family friendly atmosphere to home themselves; their children would be placed in jeopardy in that transportation to schooling and school related activities would become a serious problem for these families; and the income earners of these families would have to request special dispensation in terms of working hours, etc. from their employers in order to attempt to find immediate housing for their dependents.

These are only a few of the hardships that would be placed upon these families. The most insidious impact on them perhaps would be the emotional and mental strain on them and their familiar relations. The purchase of a new home is one of the most emotional choices that young families just starting off in life face. We, as a society, should encourage home ownership. We should not place unreasonable obstacles in front of it.

We sincerely request that reason and compassion be employed by each board member in their offices as public servants on the Planning Board to resolve these issues to the benefit of these ten families. Thank you in advance.

Cordially,

Kenneth J. Mergner
General Manager
Craftstar Homes
C: 703-929-4494
O: 703-663-4833





JUN 0 2 2

May 31, 2005

Caitlin Moriarty Young
710 Elmcroft Blvd.
Rockville, MA 20850

Re: 23902 A CATAWBA HILL DRIVE -023L

Dear Caitlin Moriarty Young:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

While Seller does not concede the Board's position in that regard, nor can Seller ignore what it has been advised by the Planning Staff would be seen by the Board as a Site Plan violation if Seller proceeded to construct this allegedly violative building. Accordingly, Seller will not move forward with construction of the referenced improvements that comprise the Property described in your Condominium Sales Agreement ("Contract") unless and until expressly approved by the Board. Because that may not ever happen, Seller is hereby extending to you a right to cancel the Contract, so that you (its valued customer) will have the maximum opportunity to take advantage of other housing opportunities that may be available. If you choose to exercise this gratuitous option, please advise your sales representative and you will be refunded your deposit in return for a release. So that we can keep track of which customer(s) who contracted for a unit in this building will elect to cancel (and which will remain, despite these intervening events), this option to cancel will automatically expire on June 30, 2005 if not acted on before then.



Page 2

Please note that regardless of what you decide in this regard, Seller could still decide that your Contract must be cancelled under the terms of Contract paragraph 18(a). All of Seller's rights and entitlements to make that election at a future date will be reserved, regardless of what you decide in regard to this Buyer cancellation option.

Regardless of what you decide in this regard, we appreciate your business and sincerely regret any inconvenience or other impact this unavoidable circumstance has caused. If you elect to cancel and would like information on alternative Craftstar affiliated communities, your sales representative can provide you that information.

Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp
Michele M. Rosenfeld, Esquire ✓
Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

The Ziglari Family Trust 22AUG00
14315 Cervantes Avenue
Darnestown, MD 20874

Re: 23902 B CATAWBA HILL DRIVE -024L

Dear The Ziglari Family Trust 22AUG00:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp
Michele M. Rosenfeld, Esquire ✓
Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Qamar Anwar and Amer Qureshi
18045 Cottage Garden Dr Apt 101
Germantown, MD 20874

Re: 23904 A CATAWBA HILL DRIVE -025L

Dear Qamar Anwar and Amer Qureshi:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Regardless of what you decide in this regard, we appreciate your business and sincerely regret any inconvenience or other impact this unavoidable circumstance has caused. If you elect to cancel and would like information on alternative Craftstar affiliated communities, your sales representative can provide you that information.

Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp

Michele M. Rosenfeld, Esquire ✓

Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Serge Ohana and Noam Fischman
412 Autumn Wind Way
Rockville , MD 20850

Re: 23904 B CATAWBA HILL DRIVE -026L

Dear Serge Ohana and Noam Fischman:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Regardless of what you decide in this regard, we appreciate your business and sincerely regret any inconvenience or other impact this unavoidable circumstance has caused. If you elect to cancel and would like information on alternative Craftstar affiliated communities, your sales representative can provide you that information.

Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp
Michele M. Rosenfeld, Esquire ✓
Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Hee Choi
20703 Crystal Hill Circle APT #C
Germantown, MD 20874

Re: 23906 A CATAWBA HILL DRIVE -027L

Dear Hee Choi:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Regardless of what you decide in this regard, we appreciate your business and sincerely regret any inconvenience or other impact this unavoidable circumstance has caused. If you elect to cancel and would like information on alternative Craftstar affiliated communities, your sales representative can provide you that information.

Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp
Michele M. Rosenfeld, Esquire ✓
Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Lynn Davenport and Delroy Marsh
19644 Framingham Drive
Gaithersburg, MD 20879

Re: 23906 B CATAWBA HILL DRIVE -028L

Dear Lynn Davenport and Delroy Marsh:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp
Michele M. Rosenfeld, Esquire ✓
Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Ricardo Todd and Veronica Todd
8501 Ivoryton Way
Gaithersburg, MD 20879

Re: 23908 A CATAWBA HILL DRIVE -029L

Dear Ricardo Todd and Veronica Todd:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Regardless of what you decide in this regard, we appreciate your business and sincerely regret any inconvenience or other impact this unavoidable circumstance has caused. If you elect to cancel and would like information on alternative Craftstar affiliated communities, your sales representative can provide you that information.

Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp
Michele M. Rosenfeld, Esquire ✓
Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Siva Reddy and Bindu Tupakula
18701 Sparkling Water Dr
Germantown, MD 20874

Re: 23908 B CATAWBA HILL DRIVE -030L

Dear Siva Reddy and Bindu Tupakula:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp

Michele M. Rosenfeld, Esquire ✓

Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Amy Friece and Ken Friece
13112 Millhaven Pl Unit C
Germantown, MD 20874

Re: 23910 A CATAWBA HILL DRIVE -031L

Dear Amy Friece and Ken Friece:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp
Michele M. Rosenfeld, Esquire ✓
Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

George Spanos
12809 Pinnacle Drive
Germantown, MD 20874

Re: 23910 B CATAWBA HILL DRIVE -032L

Dear George Spanos:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp

Michele M. Rosenfeld, Esquire 

Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Lei Chen and Juan Ma
14010 Cove Lane 302
Rockville, MD 20851

Re: 23912 B CATAWBA HILL DRIVE -034L

Dear Lei Chen and Juan Ma:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Sincerely,

T Center LLC

by Craftstar Homes, Inc., Managing Member

Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp
Michele M. Rosenfeld, Esquire ✓
Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Alireza Ganji and Nazila Javaherian
1918 Freemont Lane
Vienna, VA 22182

Re: 23912 A CATAWBA HILL DRIVE -033L

Dear Alireza Ganji and Nazila Javaherian:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp

Michele M. Rosenfeld, Esquire ✓

Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Stephane Duquesnoy
12917 Clarks Crossing Drive
Clarksburg, MD 20871

Re: 23914 A CATAWBA HILL DRIVE -035L

Dear Stephane Duquesnoy:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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Via Certified Mail/Return Receipt Requested

cc: The Honorable Mike Knapp
Michele M. Rosenfeld, Esquire ✓
Charles R. Loehr, Director, Montgomery County Planning Board



May 31, 2005

Gail Simpson
1900 MoundPlace South
St.Petersburg, FL 33712

Re: 23914 B CATAWBA HILL DRIVE -036L

Dear Gail Simpson:

Please accept this as Seller's notice that the professional staff of the Montgomery County Planning Board's (the "Board") has opined to Seller c/o Seller's counsel that the proposed height of the Condominium building (in which the above-referenced Property was to be contained) exceeds the maximum permissible height for buildings of its type approved for construction at Clarksburg Town Center project (the "Project"). This is a matter we reasonably and honestly believed had been taken care of by the land developer. That is the entity from whom we purchased the subject building lot and which approved this building type for our construction at this Project. Indeed, that reasonable and honest belief was further reinforced by the separate County permitting authority ("DPS"), which agency approved Seller's architectural plan for this building-type and has issued several prior building permits to construct essentially the same building elsewhere at this same Project. DPS has also allowed lawful occupancy on several of those nearly identical buildings at this Project. Nonetheless, a local citizens group has complained and, after investigation, the planning staff for the Board has now advised Seller that this building type violates the terms of the approved Site Plan regarding maximum building height.

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