## CC\&Rs

Cross Fox Condominium

Made this 3.0 day of A., ia 197 , by R. CORDON MATHEWS AND ASSOCIATES, a General partnerghip and UNICOA REALTY CORPORATION, a Delaware corporation duly authorized to transact business in the State of Maryland, trading as the Cross fox Apartment Venture, herainafter sometimes called the "Girạtor".

WHEREAS, the Grantor in accordance with the provisions of the then Article 21, Titia 11, Section 11-101 et seq.. of the Annotated Code of Maryland (then Horizontal Property Act) subjected the property known as Lot II as shown on Plat entitled, "Columbia, Village of Harper's Choice, Section 3. Area 2, Sheet 4 of $6^{*}$ to the Horizontal Property Regime pursuant to the terms and provisions of that certain Master Deed dated April 23, 1974 thereinafter referred to as the "Master Deed") and recorded in tha Land Records of Howard County in Liber No. Cup 677, foijo $\mathbf{7 2 5}$ and as shown on the condominium record plats recorded among the Plat gook Records of howard County in plat Book 26, tolio 83 through 101; ase
whereas, the Grantor pursuant to the provisions of Articie vir of the aforeaaid Master Deed, recorded a "First Amendment to the Magter Deed" dated June 2B, 1974 and recorded in Liber 688 page 365 wherein Lot No. 1 as shown on a plat entitled "Columbia, village of Wilde Lake, Saction 10. Area 2, Sheet 1 of $i^{4}$ as racorded among the plat Book recorda of Howard County in Plat Book il. Folio T1, was merged into and becama part of the Croys fox Condominium, said Lat No, 1 being now known as Section 3; and

WHEREAS, the Grantor recorded a "Second Amendment to Mastar Deed" dated September 18, 1974 and recorded in Liber 697. paga 4 wherein certain typographical errors were corrected; and

WHEREAS, by Articie vit of the afuresaid master Deed, the Grantor reserved to itself, its successors and assigns the right
. - 8 R 9725 fit 18017 $\qquad$
to record guch additional Amendment or Amendments to the Master Deed subjecting Lot No. 1 , as shown on a plat entitled ${ }^{\text {N Columbia, }}$ Village of Wilde Lake, Lots 1 and 2, Section 10, Area 3, Sheet 1 of $1^{\prime \prime}$ which plat is recorded among the Land Records of Howard County in plat Book whi No. 13, Folio 73, to the Horizontal Property Regime known as Cross Fox Condominium, subject to tems and conditions of the aforesaid Manter Deed; and

WHEREAS, it is the dagire and intention of the Grantor by this instrument to amend the aforesaid Master Deed and to divide the additional property and improvaments on Lot No. 1 , as shown on a plat entitled ${ }^{\circ}$ Columbia, Village of Wilde taka, Lots 1 and 2, section 10, Area 3, Sheet 1 of $1^{n}$ as recorded anong the Plat Book records of Howard County in Plat Book why No. 13, Polio 73, consisting of three (3) buildings into fifty six (56) condominiun units for the purpose of selling and conveying the same subject to the covenants, restrictions, uses, limitations, obligations, easments, equitable servitudes, charges and liens hereinafter set forth each of which is for the benefit of said property, subsequent owners thereof and for the benefit of the property and the owners of Cross Fox Condoninitum Sections 1 and 3; and

WHEREAS, each Grantee of the individual units of Sections 1 and 3 has acquiesced in the Amendment to the Master Deed by acceptance of their respective Deeds and by the granting of recorded powers of attorney authorizing the expansion of cross Fox Condominiunt to include the aforesaid Lot 1 , subject to the terms and conditions of said Master Deed; and

WHEREAS, simultanecus with-she-steordation hereof the Grantor is filing fot record in the office of the clerk of Court for the Circuit Court for Howard County, Maryland, a certain plat of condominium subdivision, entitied "Section 2, Plat of Condominium Subdivision, Condominium of Cross Fox" (which will hereinafter be
referred to as the "Record plat") which consists of thirteen (13) shaets and in to be recorded in the appropriate plat booki and WHEREAS, Exhibit $A$ to the Secrnd Amendment to Master Deed aforesald, due to typographical errors, did not properly correct tha percentage of common ownership in the Cross Fox Condominimm in Stairwell 10551 within Building number 6 , in that the one badroom units in said . stairwell were shown with the percentage interest and value of a two bedroom unit in said stairwell and the two bedroom units in such stainwell were shown with the percentage interest and value of a one bedroom unit in said stairwell; and WHEREAS, the Grantor is the owner of all those units located within Stairwell 10551 within Building number 6 of the Cross Fox Condominium, which building contains the units affected by the typographical errors made in Exhibit A to the "Second Amendment to the Master Deed" as aforesaid; and

WHEREAS, the Grantor by these presents intends to correct the aforesaid Exhibit A to the "Second Amendment to Master Deed" in accordance with the terms and conditions hereof.

NOW, THEREFORE, pursuant to the power reserved to it in said Article vir of the Master Deed and pursuant to and in exercise of the special powers of attorney coupled with an interest from the Grantees of units within Cross Fox Condominium, recorded or intended to be recorded prior hereto Grantor does hereby declare that the property known as Lot Ho, 1 , as shown on Plat entitled Columbia, Village of Wilde Lake, Lots 1 and 2, Section 10 , Area 3, Sheet 1 of $1^{\prime \prime}$ which Plat ig recorded among the Land Records of Howard County in plat Book whi No. 13, Folio 73 herewith referred to as the "property", incorporated and be a part of the Condominium Regime known as Cross fox Condominium, as established in the Master Dead recorded among the Land Records of Howard County in Liber CMP No. 677, folio 725 ard as shown on condominium plats recorded in Plat gook 26 ,
folio 83 through 101 and as amonded by the Firat Amendment to tho Master beed dated June 28,1974 and recorded among the Land Records of Howard County in Liber CMP 5月日, folio 367, and as shown on Condominium plat recorded in plat Book 29, folio 19 through 32, and the Second Amenament to Master Deed dated September 18, 1974 and recorded in Liber 697. follo 4. The property, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, lensed, rented and occupied, improved, hypothecated and/or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudas, chargés and liens thereinafter somatimes referred to as "covenants and restrictions") including but not limited to the following deeds, agreements, declarations and plans:
(a) provisions contained in an ingtrument entitled, "Deed, Agreement and Declaration" dated Decmber 13, 1966 and recorded anong the Land Records of Howard County in liber wHH No. 463, Folio 15B, between The Columbia Park and Recreation Association, inc., and C. Alleen Ames, subjecting thesa loty anong othar things to the levy, agsessment and payment of an annual maintenance charge.
(b) provisions relating to an annual charge for electric gervice set forth in Daed dated February 4, 1969 and racorded among the Land Records aforesaid in Liber CMP No. 504, Folio 29, from the Howard Research and Development Corporation, et al, to Cross Fox Apartment Venture.
(c) Dead and Agreament dated July 16, 1970 and recorded among the Land Records aforasaid in Liber CMP No. 543, Folio 408, between Cross Fox Apartment Venture and howard County, Maryland, re: sewers.
(d) restrictions under the Deed, Agreement and Declaration, dated January 17, 1968 and recorded as aforesald in Liber WifH No. 469, Folio 472, by The Howard Research and Development Corporation and C. Aileen Ames, et al, as estended by Declaration of Annexation dated January 6, 1969 and recorded in tiber CMP No. 502, Folio 392 by The Howard Research and Development Corporation,
(e) a certain agreement dated April 26, 1967 betwaen The Howard Research and bavelopment Corporation and the Baltimoro Gas and Electric company recorded aforesaid in Liber cmp No. 468, Folio 239.

AND TOGETHER WITH, the benefits conferred in:

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3 / 22 / 75 \text {. } \quad \text { nem? }
$$

The provisions of the By-Laws of Cross Fax Condominium, which arg attached to the Master Desd, and by this reference incorporatad herein, all of which are daclared and agreed to be in aid of a plan for improvemant of said property, and the division theraof into condominiumb, and ghall be deamed to run with and bind the land, and ghall inure to the benefit of and be enforceable by the Grantor, fts succetssors and assigns, and any person acquiring or owning an interest in said property and finprovements.

The Grantor does hereby merge the Horizontal Property Regine hereby established and known as Cross Fox Condominium Section 2, and the Grantor, by the recording of this Amendment aut natically activates the conversion of the undivided percentage interest in the common elements appertaining to aach condominium unit in accordance with Schedule A of the Second Aruendment to the Master Deed as recoxded among the Land Records of howard County in Liber 697 Follo 004 which percentage interest now becomes applicable to the common elements added hereby.

1. Except as herain otherwise specified, the Master Deed, the First and Sacond Anendments thereto and this Thixd Amendment are to be read and understood tagether as if the Master Deed had, in and of itself, submitted to a Horizontal Proparty Regime (now known as Condominium Regime), Section 2, together with Sections 1 and 3, and the four documents shail, wherever the context permits or requires, be so construed and interpreted, aif ons document.
2. Article I, Section I Definitions. (a) "Unit", line

15 is hereby amended to add buildings
3. The general description and number of each condominium unit, including ita area, location and such other data as may be necessary or appropriate for its identification, is set forth in the Addition to the Record Plat, which is incorporated harein and by this reference made a part hereof.
4. Exhibit a to the Second Amendment to Master Deed is hereby deleted and Exhibit $A$ as attached hereto and intended to be a part hereof is substituted in its place and stead.
5. Except as herein expressly modified, and subject to the rules of construction and interpretation of the Master Deed, the First and Second Amendments thereto and this Third Amendment, as set forth in paragraph 1 above, the Master Deed is hereby ratified and confirmed by the Grantor and declared to be applicable to and binding upon Cross Fox Condominium, Section 2, as fully as if the Master Deed had initially established Section 2 as well as sections ? and 3.

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

WITNESS 3


CROSS FOX APARTMENT VENTURE, a Joint Venture


A- $+1 / 1 / 1+\omega$,
STATE OF Marelinto, Hondo COUNTY, to wit:

1975, before me, a Notary Public of the state aforesaid, personally

General Partners of R. CORDON MATHEWS AND ASSOCIATES, a General Partnership and one of the Joint Ventures of Cross fox Apartment VENTURE known to me for satisfactorily proven) to be the persona whose nomen are subscribed to the within Third Amendment to Master Deed and tho, in my presence, signed and sealed the same and acknowledged that they executed the same for the purposes therein contained as the duly authorized General Partners of said partnership by signing the name of the partnership by themselves as General partners. :
FWITNESS, By hand and Notarial Seal.



My Commission Expires: $\qquad$



## I HEREBY CERTIFY that on this 30th day of April

day of April 1975, before me, a Notary Public of the State aforesaid, personally appeared Craig M. Penrith, Vice President of un ICOA REALTX CORPORATION, a body corporate and one of the Joint Ventures of cross fox apartaicnt VENTURE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Third Amendment to the master Deed and who, in my presence, signed and sealed the samos and acknowledged that he executed the gate for the purposes therein contained as the duly authorized Vice president of said corporation by signing the name of the corporation by himself as Vice President.

WITNESS, my hand and Notarial Seal.

My Commission Expires: $\qquad$ $11 / 5 / 20$


STATE OF MARYLAND, COUNTY OF HOHARD, to wit:
I BEREBY CERTIFY that on this Now day of 1975, before me, a Notary public of the state aforesaid, personally
 attorneys-in-fact for the owners of unite within cross fox Condominiums recorded or intended to be recorded prior hereto, known to me to be the persons whose names are subscribed to the within Third Amendment to Master Deed and who, in my presence signed and sealsd the same and acknowledged that they executed the same for the purposes therein contained as the duly authorized attorneys-in-fact.

WITNESS my hand and Notarial seal.

My Commission Expires: $\qquad$




## SECCND AMPNUMENT TO MASTER DEED

Made this $18 t h$ day of Septomber , 1974, by R. GORDON MUTHENS AND ASSOCIATES, a General Partmerbhip ard UNICOA REALTY CORPORATION, a Delaware corporation duly authorized to transact business in the state of Maryland, trading ag the Cross Fox Apartment Venture, hexcinafter sometimes called the "Grantor".

WhEREAS, the Grantor in accordance with the provisions of Article 21. Title 11, Section 11-101 et seq., of the Annotated Code of Maryland (Horizontal Property Act\} subjected the property known as Lot II as shown on plat entitled, "Columia, Village of Hazper's Choice, Section 3. Area 2, Sheet 4 of $\mathbf{s i n}^{\prime \prime}$ to the Horizontal property Regime purbuant to the tetms and provisions of that certain Master Deed dated April 23, 1974 (hereinafter referred to as the "haster Desd") and recorded in the Land Records of Howard County in Liber No. CMP 677, folia 725.

WHEREAS, the Grantor by a First Anendment to the Mastar Deed recorded in the Land Recorde of Howard Caunty in Liber Na, CMP 6B8, Zolio 365, subjected the property known as lot 1 as shown on a plat entitled "Columbia, Village of Wilae Lake, Section lo, Area 2, Sheet 1 OF 1" to the Horizontal Properts Regime: and

WHEREAS, Exhibit $A$ to the Msster Deed as aforesaid sets out the percentage of common ownership in the cross Fox Condominium, and as a result of typographic errorg on pages 2,3 and 4 af said Exhibit A the percent of common ownership for all of those units lacated in
 extent that all of the one-bedraom units therein wexf 1 名inted the percent of common ownership of a two-bedroam unit and all of the two-bedroom units were listed as having a percentage of conumon cwncrship of a one-bedroom units and

WHEREAS, the Grantor is the owner of all those units located within Buildings numbared 6, 9 and 10 of the Cross Fox Condominium which buildings contain the units affected by the typograpinical errozg made in Exlsibit $n$ to the Master Deod as aforesaid; and

WHEREAS, Schedule A to the Firgt Amendruent to the blaster Deed identifies those units which are either l-A, 1-B, 2-A or 2-B as shown on the Record plat, and this same Schedule A contains typographical errors as to the unit type of those units located in Buildings 6, 9 and 10 , to the end and extent that the l-s type of units should be depicted as 2-B units, the $2-B$ units should be depicted as 1-B units, the l-A units should be depicted as $2-A$ units and the $2-A$ units should be depicted as 1-A units in Buileings 6, 9 and 10; and WHEREAS, the Grantor by these presents intends to correct the aforesaid Exhibit A to the Master Deed and Schedule A to the Firgt Amendment to the Master Desd in accordance with the terms and conditions hereof.
NOW, THEREFORE, THIS SECOND AMENDMENT 20 THE MASTER DEED WITNESSETH:

1. Exhibit A to the Master Dead as aforesaid is hereby deleted and Exhibit $A$ as attached hereto and intended to be a part hereof is substituted in its place and atead.
2. Schedule $A$ to the Amendment to the Master Deed as aforesaid is hereby deleted and Schedule $B$ as attached hereto and intended to be a part hereof is gubstituted in its place and stead.
3. Except as hexein expressiy modified, and subject to the fules of construction and interpretation of the Master Deed and the First Amendment to the Magtcr Deed, the Master Deed is hereby ratified and confirmed by the Grantor and declared to be applicable to and binding upon Cross Fox Contominium.

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

-2-


By: Ul. © ©. REALTY CORPORATION

1.......i.a....

I Hereby certify that on this it li, day of in fit; i. , 1974 before me, a Notary Public of the State aforesaid, personally appeared Howard E. Phillips and.R. Gordon Mathews, General Partners of R. Gordon Mathews and Associates, a General Paxtnership and one of the Joint Venturers of Cross Fox Apartment Venture known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Master Deed, and who, in my pzesence, signed and sealed same and acknowledged that they executed the same for the purposes dherein contained as the duly authovized General Partners of said partnerbhip by signing the name of the partnexship by themselves as Genefal Partriers:

WITNESS, my hand and Notarial Seal.




1L, LINOIS
STATE OF DENAN COUNTY OF COOK
, To Wit:
I HEREBY CERTIFY that on this IBth day of September , 1974 before me, a Notary Public of the state aforesaid, personally appeared Craig M. Penrith, Vice fresident of UNICOA REALTY CORPORATION, a body corporate, and one of the Joint Venturers of Cross Fox Apartment Venture, known to me (or satisfactorily proven) to be the persisn whose name is subscribed to the within Master Deed, and who, in my plesence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained as the duly authorized Vice president of said corporation by signing the natne of the corporation by himself as Vice President.

WITNESS, my hand and Notarial Seal.




(Building 9).
10528 A.
$A-1$
$A-2$
$B-1$
$B-2$
$C-1$
$C-2$
$G-1$
$0-2$
$E-1$
$E-2$
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| 28,300 | .005727 | 25,300 | .003963 |
| 17,000 | .003440 | 19,900 | .00117 |
| 28,300 | .005727 | 25,300 | .003963 |
| 17,000 | .093440 | 19,900 | .003117 |
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(Butidimp10)
10534
$A-1$
$A-2$
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| Unit <br> Casiznation (Euilding 10) Cont. | Value | $\begin{gathered} \text { Section } \\ \text { Interest } \end{gathered}$ | Value | $\begin{gathered} \text { If Section } \\ 18 \\ \text { Incerest } \\ \hline \end{gathered}$ | Yalue | $\begin{aligned} & \text { if Sectimn } \\ & 1 \leqslant 3 \\ & \text { Interest } \end{aligned}$ | Yalue | $\begin{gathered} \text { If Sectio } \\ 1,2 \& \\ \text { Interest } \\ \hline \end{gathered}$ |
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| A-2 |  |  |  |  | 28, 300 | .r.C5721 | 25,300 | . 933963 |
| 8-1 |  |  |  |  | 17,000 | . 003440 | 19,900 | . 023117 |
| $8-2$ |  |  |  |  | 28,300 | -005727 | 25,300 | . 093953 |
| C-1 |  |  |  |  | 17,050 | . 0003440 | 19,900 | . 003117 |
| - $\mathrm{C}-2$ |  |  |  |  | 28,300 | . 005727 | 25,300 | . 003963 |
| 0.1 |  |  |  |  | 17,000 | . 003440 | 19,900 | . 0003117 |
| $0-2$ |  |  |  |  | 28,300 | . 005727 | 25.300 | . 003963 |
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| E-2 |  |  |  |  | 28, 300 | . 005727 | 25,300 | .003963 |
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| 12542 |  |  |  |  | 44,000 | . 0088904 | 39,300 | . 006157 |
| 13544 |  |  |  |  | 44,000 | . 0089804 | 39,300 | . 006157 |
| 13546 |  |  |  |  | 44,000 | . 008904 | 39,300 | . 006157 |
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| 17550 |  |  |  |  | 44,000 | . 008904 | 39,300 | .006157 |
| 17552 |  |  |  |  | 44,000 | . 008904 | 39,300 | . 006157 |
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| J) 368 |  |  |  |  | 44,000 | . 008904 | 39,300 | . 006157 |
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(Buildieg 1])

| 13576 | A-1 |
| :---: | :---: |
|  | A-2 |
|  | 8-1 |
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|  | C-2 |
|  | D-1 |
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|  | E-1 |
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| 10578 | A-1 |
|  | A-2 |
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| 17,000 | . 003140 | 19,490 | . 00.3117 |
| 28,300 | . 005727 | 25,300 | . 00393 |
| 17,000 | . 003440 | 19,450 | . 003117 |
| 20,300 | . 605727 | 25,300 | . 003963 |
| 17.1000 | . 003440 | 19.490 | . 003117 |
| 25,300 | . 005727 | 25,300 | . 00395 |
| 17,000 | . 003440 | 13.490 | . 003117 |
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* Interest in common elements
(



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Unit


Type of Garden Unit
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2A
1A
28
18
2A
1A

| 28 |
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## FINST AMENDMENT TO MASTEIR DEFID

Made this $\boldsymbol{\sim} \boldsymbol{\gamma}^{2}$ day of Sunce 1974, by R, GORDON MA THEWS AND ASSOCLATES, \# Guneral Partnarithip and UNCOA RFALTY CORPORATION, a Delaware corporation duly authorized to tranamet businens in tho State of Maryland, srailing as the Cross Fox Apartment Venture, hereinafter sometimen called the "Girantor".

WHEREAS, the Grantor in accordance with the provisions of Article 21. Tisle 11, Bretion 11.-101 atseq, of the Annotated Code of Maryland (Horizonlal Property Act) subjectud the property known as Lot li as shown on Platentilled, "Columbia, Village of Harper's Choice, Section 3. Area Z. Sheet 4 of $6^{\prime \prime}$ to the Hortzontal Property Regime pursuant to the temmand provisions of that certain Master Deed dated April 23, 1974 (hercinatier referred to as the "Master Dend") and recorded in the Land Records of Haward County in Liber No. CMP 677, folio 725 and as shown on the condominium record plats recorded among the Plat Book Records of Howard County in Plat Book 26, folio 83 through 101: and

WHEREAS, by Article VII of the aforesatd Master BeqG, fie reserved to itself, its successors and assigns the right to record atuch additional Amcrament or Amendments to the Master Deed subjecting Lot No. 1, as shown on a Plat entitled, "Columbia, Village ol Wilde Lake, Scetion 10 , Arca 2, Shect lof $1^{11}$ as recorded among the plat Book riveurda of Howard County in Plat Book 13, Folio 71, to the Horizontal Properiy Regime known as Crosa Fox Condoninium, subject to terms and conditiong af the aloregazd Master Deedi and

WiAERFASS, it is the desirvand intention of the Grintor by this



 consiating of live (5) builelings into unt hundract (IDO) conciarminiuns unite for the purpose of adiling and convoying the same oubject the covenante, reatrictionn, uees, limitations, obllgalions, casements, qquitable servituches, charges and liens bereinafter atot forth each of which iv for the oencifit of said property, submequent ownera thereof and for the benefit of the property and the owners of Crana Fax Candomitiont Section 1; and

WHEREAS, Each Grantee of the individual unite or Section 1 hat acquiesced in the Amendment to the Mantef Deed by acceptance of their reapective Decds and by the granting of recorded powerg of atorney authorizing the expansion of Cross Fax Condorninium to Include the aforcsaid Lot 1 , subject to the Lerms and conditions of said Mattor Doed; and

WHEREAS, aimultaneous with the recordation herad the Grantor is filing for recordin the office of the Clerk of Court for the Circuit Courl for Howard County, Maryland, a certain plat of condominium aubdivision, entitled 'Section 3. Plat of Condominium Subdivtsion, Condominium of Cross Fox' (which will hereinafter be referred to as the "Rasord Plat") which consista of fourtecn (14) shects and is to be recorded in the appropriate plat book; and NOW, THEREFORE, pursuant to the powcr rescrved to it insaid Article VIf of the Master Decd and purguant to and in exercise of the special powers of atcerncy coupled with an interagt from the Grantecs of units within Crogs Fox Condonitaium, recorded or intended to be recorded prior hereto,

Grantor does hereby declare that the property known as bot No. 1 , as shown on a Plat entitlud "Columbia, Village of Wilde Lake, Suction IO, Area 2, Shegt 1 of $1^{11}$ which Plat is rocorded among the Lanikecords of Howard County in Plat Dook Whilf No, 13, Folio it herewith refeffed to as thu "property", incorporaturl and be a part of the Contominiomidegime known as


 The property, together with all imprnuemente heretnione ne bereafter conetructed thercon, and all appurtcnances theretn ahall bre held, conveyed, divitied ir auhdivided, leased, rented and orrupled, imprnved, hypntherated a ned/nr encumbered, subjert to the covenants, reatrictions, uses, limitations, obligatinns, cascments, equitable zreritades, charges and liens thercinafter sometimes referred to an 'covenants and restrictions') including but not limited to the following deeds, agrecmente, declarations and plans:
(a) provisions contained in an instrument entitied, "Deed, Agreement and Declaration" dated December 13, 1966 and recoricd among the Land Aecords of Howard County in Liber WHH No. 463, Folio 15B, betwecn The Columbia Park and Recreation Association, lne, and C, Ailecn Armes, subjecting these lota among other things to the devy, assessment and payment of an annual maintenance charge.
(b) provisions relating to an annual charge for clectric service set forth in Decd dated February 4, 1969 and recnrded among the band Recorda aloresaid in Liber CMP No, 304 , folio 28, from the Hovard Research and Development Corporation, at al, to Cross Fax Apartment Venturc.
(c) Deed and Ayreement dated July 16, 1970 and recorded a mong the Land Records alorcsaid in Liber CMP No. 543. Follo 403, betwecn Cross Fox Apartment Venture and Howard County, Mafyland, re: sewers.
(d) restrictions under the Deed, Agreement and Declaration, dated January 17, 1968 and recorded as aforesaid in Liber WHH No, 469. Folio 472, by and betwecn The Howard Research and Development Corpnration and C. Aileen Amcs, et al., as extended by Declaration of Annexation dated January-6, 1969 and recorded in Liber CMP Ne. 502, Folio 392 by the Howard Research and Developincent Corporation.




The provisions nf thr: By-Laws of Cross Fox Confuminium, which are attachud to the Master lked, and by this reference inuorgorated harein, all of whtch arg doclarod and agrect to be in aid of a plan tor improvement of sald property, and the division the teof into condominiums, and shall br deemed to run with and bind the land, and shall intire to the benufit of and be rniorceable by the Grantor, lts succeasors ancl assigns, and any pernon acquiting or owning an interest in atid property and improvemonts.

The Grantor does he reby merge the Horizontal Property ingime hereby eatabliahed and known as Croas Fox Condominium, Section 3, and theGirator, by the recording of this Amendment antomatically activatea the conversion of the ondivided percentage interest in the common elemente appertaining to cach condorinium unit in accordance with the Schedale of Percent of Common Ownership, Exhibit $A$ of the Master Deed, which percentage Interest now becomes applicable to the common elements added hereby.

1. Execpt as herein otherwise specified, the Master Deed and thim Firsi Amendment are to be read and undergtood together as if the Master Deed had, in and of itself, submitted to a Horizontal froperty Rugime, Section 3, together with Section 1, and the two documents shall, wherever the context permits or requires, be soconstrued and interpreted, as one document.

2, Article I, Suction 1 , Drifinitions, (a) "Unit", line 15 is hereby amended to ard buifdings 7.10 and 13.
3. The comituminium units whith ard referped to on the Revordiplata


## LAPEROS8B FOLIO 369

2. The quenerad doncription and moniker of each romitnimion unit. including its arian, location and such other data nu may be necessary ar appropriate for it identification, in net forth in the Adiliton the the card Plat, which is incorporated here and by this reference macle a part hereof.
3. Except an heroin expressly modificsi, and subject to the rules of construction and interpretation of that Mater Dead and this First Amendment av set forth In paragraph 1 above, the Master Deed is hereby ratified ans l confirmed by the Granter and declared to be applicable to and binding upon Cross Fox Condominium, Section 3 , as fully as if the Master Deed had initially establisher i Suction 3 as well as Section 1 .

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

WITNESS:

By: R. GORDON MATHEWS AND ASSOCIATES General Partnerabip


CROSS FOX APARTMENT VENTURE. A Joint Venture


By: UNICOA REALTY CORPORATION








 san se and atknuwled
 the name wi f the partnership by theminclves in General farther.

WITNESS, my band and Notarial Seal.

My Commission Expires:


## STATE OF MARY LAND, COUNTY OF HOWARD, TO WIT:

1 HEREBY CEIRTIFY, That on this day of
1974, before me. a Notary Public of the State aforesaid. peratanally appeared Grajk M. Penrith, Vies president of UNICOA IEALTY CORPORATION, a body corporate, and one of the Joint Ventures of CROSS FOX APAR'TMENT VENTURE, known to me for satisfactorily proven) to be tie person whose name is subscribed to the within Master Deed. and who, in thy presence, signed and sealed the same and acknowledged that they executed the same for the purpoafa therein contained as the duly authorized Vice President ul gide corporation by signing the name of the corporation by himself as Vico President.

WITNESS my hand and Notarial Sal.


My Commission Expires: $\qquad$ $7 / 1 / 24$

STATE OF MARYLAND, COUNTY OF HOWARD. TO WIT:

I HEREBY CERTIFY, Titi on this day of
1974. before me. a Notary Public of the State aforesaid. personally appeared Howard E. Phillips. R, Gordon Mathews, and Craig M. Penrith, attorneys-in-fact for the owners of units within Cross Fox Condominiums recorded or intended to tet recorded prior hereto, known to me to be the persons whose names are subscribed to the within First Amendment to Master Deed and who. in my presence signed and sealed the sane and acknowledged that they executed the same for the phrpusts therein contantiod as the duly authorized istorneys-in-fact.

WITNESS my hard e and Notiarsat Seal

My Commission F:ipires:


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Suliding 210570

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Building 4
Building 5 10594

Unit
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Iyne of Giarden Unit



THIS MASTER DEED, made a nid entered into in the County of Howard, Stato of Maryland, this 23 day of April , 1974 , by R. GORDON MATHEWS AND ASSOGIATES, a General Parintritp and UNICOA REALTY CORPORATION, a Delaware corporation duly authorized to transect businase in the State of Maryland, trading as the Crose Fox Apartmens Venture, berolnafterand in the Exhibits horeto sometimea called the "Grantor";

WHEREAS, the Grantor is the uwner in tee aimple of that efrtain lot of ground being known and desigmated as Lot if (5.981 acron more or lans), as ahown on Plat entitled, "Columbia, Village of Harper's Choica, Section 3, Area 2, Sheet 4 of $6^{\prime \prime}$. The plat is recorded among the Land Eecords of Howard County in Plat Book No. WHH 13 Folio 87 Located in the County of Howard, State of Maryland, herelrafter sometimes referred to ay the "Property"; and

WHEREAS, the Grantor ta the awas of certain towniouses, aparciments and other improvements heretotore constructed upon the aforasaid promises, which property is intended to conatitute a "Hortzontal Property Regimen pursuant to Article 21. Title XI, af the Annotated Code Of Maryland and it ta the denire and intention of the Grantor to divide baid property and the improvemente thereon into condominium unita to oell and convey the same together with the exiating and future rights, titles, intereate and benefits appertaining theroto, and aubject to the covenarta, restrictions, uses, limitations, reverters, obligations, easementa, equitahle servitudes, charges and liens, all as hereinafter set torth, each of which it for the benefit of and Is binding apon ald Property, tho subsequent owners and mortgagees' therefore; and

WHEREAS, prior to the recordation hereof, namely on the 23 day of April , 1974 , the Grantor has flied for racord in the office of the Clerk of Court for the Circuit Court for Howard COunty, Maryland, a certain "Plat of Condominium Subdiviaion - Condominium of Croas Fox" herelnafter referrod to an the "Record Plat" which Racord Plat, consisting of 19 sheata ta recorded in Condominium Plat Book $2 t 26$ plat 83-101, et veq., a.ad

WhEREAS, the Grantor desirea and Intends by the recordation of this Master Deed and the aforementioned Record Plat to submit the "Property", together with the improvemente heretofore or hereafter constructed thereon, and all appurtenances therato, to the provisions of Article 21, Titie XI, of the Annotated Code of Maryland as a Horizontal Property Regime, to be known 2: "Cross Fax Condoninium".

NOW, THEREFORE, the Grantor hereby declaras that the property herein detaribed is aubmitted to the Horizontal Property Regime herein eatabliahed and as provided for by the Horizontal Property Act pursuant to Article 21, Titie XI, of the Maryland Code as now in effect and as amended from time to time, he reinafter referred to at the "Condominium Project", and the Grantor also raserves the irrevocabte right for a poriod of suven (7) years after the date heroof to add to szid Horizontzl Property Regime all or pzit of the units which are constructed and as are hereinafter more fully set forth

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In Article VII hereof. The Condomintum Project hereby submitted being known and doaignatad as Lot 11 ( 5.981 acreatrore or lesa) as ohown on plat entitled "Columbla, Villago of Harper's Cholco, Section 3, A rea 2, Sheet 4 of 6", waid plat boing recordedamang the Land Records of Howard County in plat Book No. WHH 13, Follo 87, respectively, located in the County of Howard, State of Maryland, together whinall improvementa heretofore or hereafter constracted thoroon, and all appurtenances thereto, shall to held, conveyed, divided or subdivided, leased, ranted and occupied, improved, hypothecated andor oncumbered, together whith the exintiog and future rights, tithes, interests and benofits appertaining thereto, and subject to the covenants, restrictions, uses, timitations, reverters, obligations, asements, oquitable servitudes, chargoi and liens, herelpafter cometimes referfed to as "covenants and reatrictions' including but not itmited to the following deeds, agreementa and declarations:
(a) provitions contained in an inetrument entitied, "Deed, Declaration" dated December 13, 1966 and recorded among the Land Records of Howard County in Liber WHH No. 463, Follo 158, between The Columbia Park and Recreation Absociation, Inc., and C. Aileen Ames, abjecting these lots among other thiags to the levy, assesament and payment of an annual maintenance charge.
(b) a certain Deed of Eagement dated December 11, 1968 and recorded at aforesaid in Liber CMP No, 501, Folio b, between The Howard Research and Development Corporation and Columbia Newtown, Incorporated, granting unto the latter an atasment for underground wires, cablea, otc., in the beds of streate and roads, together with all neceanary and proper additional -atement righta over adjoining property as may be necestary to create, Install. maintain, operate, repair and replace for all proper purposea, a communication syatem as in said deed of easement is more particularly identified.
(c) provisions relating to an annual charge for electric service gel forth in Dead dated February 4, 1969 and recorded among the La nd Records aforesaid in Liber CMP No. 504, folio 28, from The Howard kesearch and Development Corporation, of al, to Cross Fox Apartment Venture.
(d) Dued and Agreement dated July 16, 1970 and recorded among the Land Records aforesaid in Liber CMF No. 543, Folio 408, between Crosa Fox Apartment Venture and Howard County, Maryland, re; gewers.
(e) restrictions under the Deed, Agreement and Declaration, dated January 17. 1968 and recorded as aforesaid in Liber WHH No. 481, Folio 514, by and between The Howard Research and Development Corparation and C. Aileen Ames, et al., at extended January 6, 1969 and recorded in Liber CMP No. 502, Folio 394 by The Howard Research and Devclopment Corporation.
(f) a certain ten (10) foot storm dain casement as shown on the aforesaid plat recorded in Plat Book WHH NO. 13. Folid 87.
( B ) a certain Deed of Easement datod October 29, 1968 and recorded ag aforesaid in Liber CMP NO. 498, Folio 650 between The floward Research and Development Corporation and the Howard County Motropolitan Comminsion, granting unte the lattor an ceasement for water ant oewer maine, etc., in the right of way 15 fiet and 20 flet wide.

## ARTICLEI

Section 1. Definitions, Unleas the cantext ahall plainly require atherwise, the following warde when used In this Master Deed andor any and all exhibita hereto ahall have the following meanings:
(a) "unit" or "eondominium unit" menrs an ancloned opace constating of Dne or more rooms occupying all or part of one or more loors Lo bulldings of one or more floori or stories provided, alwayp, that any such unit has direct exit to a thoroughiare or public road or to a common element leading to a thoroughfare or public road. The lower vertical boundary of any auch condominiurn unit, la a horizontal plane, the elevation of which colncides with the upper surface of the unfinished oubnoor thereof and the upper vertical boundary is a horizontal plane, the elevation of which colncidoa with the elevation of the lower surface of the joiste aupporting the floor above, Or in the case of third floor units or townouge unita, the slevation of the lower aurface of the fointa rupporting the roof. The lateral or pert-metrisal boundarits of any such condominium unit are the interior suriaces of the exterior or main walla and included within the lateral boundaries of exch unit are the dry walle, windowa and doors thereof. In the cade of any unit jocated in those certain garden apartraent buildings, building numbera 2, 3 and 5, and as shown on the Record Plat, the unit ahall aleo include the enclosed patio balcony (Florida Room) the lower vertical boundary of which coincides with the clevation of the upper curiace of the concrate slab, the upper vertical boundary of which coincidea with the durface of the bottom of the concrete - lab, the lateral or peri-metrical boundaries of whichare the exterior surfaces of the brick walla andor the door jama whicheverin the case. Mechanical equipment and appurtenamcea located within any unit and designed to earve only that unit, such as furnaces, appliances, fixtures and the like, ehall be conoldered a part of the condominium unit.
(b) "condorninium project" or "the project" meana the property aubject to the Master Deed.
(c) "condorminium" means the ownership of single units in the condominium project with common elements.
(d) "Owner" or "co-owner" meane any person, group of persons, corporation, trupt or other legal entity, or any combination thereof, which owne a condorininlum unit within the condominium project, provided, however, that any person, group of porsons, corporation, truat or other legal entity, or any combination theroof, which holds auch interest eolely as securlty for the performance of an obligation shall not be an owner.
(e) "council of co-ownerg" of "the Corporation" or "association of co-ownera" means all of the co-ownersas defined above, in arsociation.
(f). "common olvmenta" mana both goneral common clements and limited coninon elements, as hereinafter tufined.
(x) "Grantor" meann Developer or that person who undertakes to develop a real estate contaminium project.
(h) "record" meaneto record pursuant to the daws of thits State and the affected political subdiviaion ralated to the recording af deeds and plate.
(1) "Crose Fox COndominium, Section 2" meane all that land known ma Lot Na. 1 , at shown on a plat entitltd "Columbla, Vlilago of Wide Lake, Lote 1 and 2, Section 10. Area 3, Sheot 1 of 1 , consisting of 3.604 acrea mora or lese, which plat is recorded among the Land Records of Howard County in Plat Book Whit ND, 13, Follo 73, and all irnprovemente located thereon consieting of those buildinge containting 56 unite, and all appurtenances logeted on said property.
(j) "Crose Fox Condominium, Section 3" menne all that land known ao Lot No, 1 , as abown on a plat entitled "Columbia, Village of Wilde Jake, Section 10, Arca 2. Sheet 1 of $1^{\prime \prime}$, conaigting of 6.616 acrsu more or leata which plac is recorded among the Land Recorda of Howard Connty in Plat Book WHIf No, 13, Folio 71, and improvemente located thereon consifting of thoge buildinge containing 100 unita, and all appurtenancen located on alid property.
(k) "Crogn Fox Condominturn, Sections 2 and 3" means all of the proparty deacribed in subparagraphs (i) and ( $j$ ) bereof and all of those buildigga containing 156 unita and all appurtemaces located on aid propertien.

## ARTICLE II

Section 1. Progerty Subject to Dactaration. The raal property which is, and shall be beld, conveyed, divided or subdivided, bypothecated or cncumbered, aold, lasied, rented, sued, occupied, and improved aubject to this Master Deed ia located in the County of Howard, State of Maryland, and ia that certaln lot of ground being known and detignated an Lot il as ahown on plat entitled,
"Columbia. Village of Harper'g Choice. Section 3, Area 2, Sheet 4 of 6" (5.981 acres mofe or lese). The plat in recorded among the Land Recorda of Howard County in Plat Book No. WHH 13. Folio 87.

Section 2. Property That May Be Subjected to Thia Horizontal Property Regime.
The land owned by the Grantor which may in the futura be submitted to the Condominium form of ownership as part of Cross Fox Condominium to be known as Crapa Fox Condominium, Section 2 , in described af follow: being known and deifignatedas Lot No, $1,(3.604$ acreamore or lese) an shown on a plat entitled, "Columbia, Vulage of Wilde Lake, Lote 1 and 2, Section 10 , Area 3, Sheot 1 of $1 \%$, which Plat ia recorded among the Land Recorda of Howard County in Plat Book WHH No. 13, Follo 73.

The land owned by the Grantor which may be in the furure abmitted to the Condominiun form of ownership af part of Crass Fox Condorninium to be known a © Croas Fox Condominium, Section 3, ia deacribed as followat being known and desigrated as Lot Na. $1,(6.616$ acres, more or leas) a e bhown on a Plit entltjed "Columbia, Village of Wilde Lake, Section 10, Area 2 , Sheut 1 of 1", which Plat is recorded arming the Land Records of Howard County in Plat Book WHF NO. IJ. Folio 71.

Tha land owned by tha Ciantar which may in the future be submitted to the Condominium form of ownershlp as part of Cross Fox Condominium to be known at Crone Fox Condominium, Sectiona 2 and 3, is debcribed an follow: Bolng known and denignatod as Lot No. 1, at whown on a plat antitled "Columbia, Villege of Wilde Lake, Lotil and 2, Section 10, Arga 3, Sheat 1 of $1^{1 "}$, contiating of 3.604 acres more ar lens, which plat is recorded among the land Recorde of Howard Councy in Plat Bouk WHH No. 13, Follo 73, and being known and darignated as Lot No. 1 , wshown on a plat ontitled "Columbia, Village of Whin Lako, Section 10, Area 2, Shect 1 of $1^{\prime \prime}$, conviating of 6.616 acrea, more or lese, which plat is recorded mong the Land Records of Howard County in Plat Book WHi No. 13, Folio 71.

## Section 3. General Description of the BuildingE.

(a) The buidings located on the property are generaliy
dencribed ab follow:
(1) Garden apartment building. This is a two and one-half story structure with brick veneer containing apartment units, la undry, storage and maintenance rooms located off of common atalrwells.
(2) Townhousa building. This is a two-ntory frame building containing townhouse anits.
(b) In the event that the Grantor, its seccensore and assigns, elacts to include within this condominium the two gections known as Croas Fox Condominium, Section 2 and Cross Fox Condominium, Section 3, the buildiaga will be exactly like the ones deacribed in anbparagraph (a) above.

Section 4. The Name of the Candominium. This Condominium ahall be known as "Crose Fox Candominium".

Section 5. The Condominium Unita. The general deacription and number of each condominium unit, including Its area, location and such other data as may be necassary or appropriated tor its identification, la set forth on the Record Plat, which Record Plat is incorporated hereinand by thie reference made a part hereof.

The condominium unit: are further generally dascribed
an follows:
(a) one bedroom unit - this unit consists of cambination
living room-dining room, kitchen, one bedroom, enclosed patio-balcony (Florida room), full bath and cloeets, and firoplacs, exterior framing and hearth.
(b) two bedroom unit - this unit consists of combination living room-dining room, kitchen, two bedroom, enclosed patio-den (Fiorida rooml, one and onc,half batha, and eloeets. and fireplace, exterior framing and hearth.
(c) townhouse unit - this unit conaiats of a living room, dining room, kitchen, three bedrooms and two and one-hall bathe, and closets.
(d) Each unit is further described by that apace which is more particularly described in Artlele I, Scetion 1 (a) of this Master Deed.

## ARTICLE IL

Section 1. Gancral Common Elementa. Except at otherwise set forth on the Record Plat, the general common alements shall mean and include at least the following:
(a) the property described in Articie II, Sention 1 hereof; and
(b) the foundations, boaring walls, perimeiar walla, main walla, roofa, chimatey, halle, columns, girdcrs, beams, aupporti, corridora, acreens, atairwaya, and entrance and extt or communication waya; and
(c) the roots, open apace roadways, parking areas not deaigrated av ltmited common elemants, and playground araas, except as otherwiso provided: and
(d) the compartments or inatallations of central services such as power, light, gas, hot and cold water, utlities, including, but in no way limited to, all pipes, ducta, flues, chutes, condaits, sables and wirc outleta and other utility lines; and
(e) general traghareas and the like, if any, and, in general, all devices or inatallations existing for common use; and
(1)) the premises designated on the Record Plats for the storage and maintenance of equipmant, if any: and
(g) all other elemants of the condominium project rationally of common use or necesaary to its existence, upkeep and aafely.

Section 2. Limited Common Elementa. The limited common elemente include thone designatad as such on the RecDrd Plat and such other as are agreed upon by a majority of the co-ownera to be reserved for the exclusive use of a certain number of condaminjum unita to the exclusion of other condominium unite, buch ai sanitary 8 crviceg eommon to the condominium unita of a particular floor, and the like. All areag deaignated or ohown on the Record Plat as a patio, for the tawnouse unite, flower garden, balcony for the townhouse units, trash room, atorage room, storage lockera, a mechanical roon adjacent to the balcony of each unit, meter room, atoops, atalrwaya, ont rance waya, or the like and dealgnated thereon a dimited common elomenta, are reserved for the excluslve usu of tho owners of the condominium unit or units to which tha'f eerve or are adjacent to or which they are doclared to be appurtenant by appropriate designatinn of the Recoid Plal.
$\rightarrow$.
Section 3. Contribution. Each co-owner, in progortion to his percentage lnterest lactor, ihall contribute toward payment of the common expenaes and no conowne r ohall be oxempt (rom contributing toward said common expensest oither by walver of the uee of enjoyment of the common clements, or any of them, or by the abandonment of his condominlum unit. The ecntribution of each co-owner towari common experees shall be determined, levied and amsesed as a llen, all in the manner eet fortbin the By-Lawo.

## ARTICLE IV

Section 1. Undivided Interset in Common Elements, Etc: Each condaminium unit ehall have the enme lacidenta an real property and the owner of any condomindum unit ehall hold the aame In fee aimple zad athall bave a common right to 2 share, whthe other co-owners, of an undivided fee almpla interest In the comrmon elementa aquivaleat to the percentage representing the "value" of his unit to the tokal "value" of the condominiam project. The total "value" of the condominium project and of each condominium unit and, according to these basic vilues, the percentage appertalining to each condominitarn unit in the expenses of and righta in the common elements herein is eot forth on "Exhibit A" attachad hereto and by thie reference made a part hereof. Except as Is provided in Articie VUI hereof, the percentage of the undivided interest in the common elementa herein eatabliehed shall not be changad without the unnimous consent of the co-owners evidenced by an appropriate amendment to thia Magter Deed recorded among the Land Records for Howard County, Maryland. The undivided interat in the common elementa thall be deemed conveyed of encumbered with the condominimm unit even though such interest is not expressiy mentioned or described in the conveyance or other inatrument.

## Section 2. Individual Unit Deede.

A. Future Interests. Each Deed to a Condominiom Unit phall also be deemed to lmclude thereina provision for a futare fee estate to the undivided percentage interest in the common eiements ace forth in the "Schedale of Percent of Common Ownership", Exhlbit A, that Grantor has the option to add to the Condominium development, and to take elfect in the eventof each recording by the Grantor of "Groas Fox Condominium Section 2 Ameadmert", and/or "Grosy Fox Condominium Section 3 Amendment" andor the "Croes Fox Condominitn Sections 2 and 3 Amendment" and within seven (7) years from the date hereaf.

B, Reverter. Each Deed to a Condominium Unit shall also be deamed to include thereina provigion for the A utomatic Reverter To the Grantor by operation of law upon each recording by the Grantor of "Cross Fox Condominiman Section 2 Amendment" andior "Croes Fox Condomiaium Section 3 Amendment" and /or "Groen Fox Condominiun Sections 2 and 3 Amendment" of the egtate of any Granter of the individual unit deeds for that portion of the undivided interest in the common elements appertaining to the unit prior to the recording of the amendmeat or amendments which exceeds the undivided interest in the total common elemente appertaining to asch unit by reason of anch amendmeat or amendmenta
C. Mortparea. The catate pasaing to any mortgagee upon the exceution of a nortgage by any Grantee uf a ny individual ant biall include and have the bencfit of the futurc interest and be subject to the reverter as att Corth in sub-paragraphs $A$ and $B$ heceol.

Section 3. Market Valua. The "valua" herein eatablished for any consominium unit ehall ent !ix the market value of the condominium unit and shall not Freveni the owner ol Eny condominium unit, including the Grantor, from establishing a different circumatantial value to auch condominium unit in any act or contract. Any co-owner who ahall acquife the aboluta fee simple lintereat and title in and to adjacent coadominium units ohall have the right and priviloge of consolldating said unita, after firat procuring written authorizatlon from the Board of Dircctora, therofore, through removal, in whole or in part of any bearing partition wall eoparating the eame and thereby acquiring the axclusiva right to usa and enjoy the apace proviously occupied by euch wall. No coneolidated unit, however, shall lose its identity, characteriatics or percentage interest factor by conaolidation; and cor all purposes, the co-owner of consolidatod uaits shall be demed the owner of each such unit, everally, separately and independeatly.

## ARTICLE V

Section 1. Covenant Against Partition. The common elemento, both general and apecial, ahall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided tor in Article 21, Section 11-106, Annotated Code of Maryland.

Section 2. Encroachmente. If any portion of the common elemente now encroachea upon any condomlatum unit, or if any condominiurn unit now encroaches upon any other condominium unit or uponany portion of the common elements, as a result of the conetruction or repair of the buildings, or if any such encroachmest ahall occur hereafter as a result of settiement or shifting of any building, or otherwise, a valid easement for the entroachment and for the maintenance of the amme so long as the building atanda, ahall axiet. In the event any building, any condominium unit, and adjoining condominlum unit, of any adjoining common alement, shall be partially or totally deatroyed za a reault of fire or other casualty or as a reault of condemnation or eminent domain proceedinga, and then recongtructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium anit or upon any partion of the common elemants, due to such reconstruction, ahall be permitted, and valid easementa for such encroachments and the maintenance thereof shall exist $o \circ$ long as the building shall stand. The conveyance or other diaposition of a condominium unit ghall be deemed to include and convey, or be subject to, any easement arising under the proviaione of this section without specific or particular referenco to such easement.

Section 3. Easementa. Each condominium unit ahall bs aubject to an easement to the co-owners of all of the other condominiam anita to and for the unobatructed and uninterrupted use of any and all pipes, ducts, Gues, chutes, conduita, cablea and wire outlate and utility line of any hind and other common elamente locatad within or acceasable only from any particular condominium anit and for aupport. Any parking spare designated as a limited common element, if there be any, and reaterved for exclusive une by the owner of a particular condominium unit thall be aubject to an easement to the co-ownera of all of the other condominiun unite for pedestrian ingress and egress to and from the builling.

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## ARTICLE VI

Section 1. Termatakion and Walver of Regime. The condominium project may terminate and waive the regime in the manner provided in Article 21, Title XI, Section 11-113 of the Annotated Code of Maryland. Such termination of the regime ahall In no way bar the simultaneous regrouping or merger into a subsequent conctitution of the property into another horionalal property regime.

## ARTICLE YII

Section 1. Additlonal Sections. The Grantor regerveat the irrevocable right for a period of seven (7) yeari after the date hereof to add to said condominium the 156 units consiatiag of apariments, townhouses and common clementa which are adjacent to the property and deacribed as Lot No, 1, as ahown on Plat ontitled "Columbia, Village of Wilde Lake, Lots 1 and 2, Section 10, Aren 3, Sheat 1 of 1" and Lot No, 1, as shown on Plat entitled, "Columbia, VIIlage of Wilde Lake, Section 10, Area 2, Sheet 1 of $l^{1 /}$ which conaiata of the In ad and units of the Croas Fox Apartment and Townhouse Project, such land being more particularly shown on Sheets 15 and 16 of the "Recogd Plat". Each owner of a condominium unit in tbe Cross Fox Condominiurn by acceptance of a Deed to auch unit and aach mortgaget of a mortgage on tuch or beneficiary and trustee of a deed of trust unit ahall be deemed to have acquiesced in amenaments of this Mabter Deed and Declaration, By-Lawe and Plata for the purpore of adding addtitonal units and common elementa as get forth above and ahall be deemed to have given the Grantor an irrevocable power of attorney coupled with an interest, to effectuate auch amendments and to have agreed to and covenanted to execute such furthor documents, if any, as may be required by the Grantor to properly accormplish such amentimenta, it any question is raised with respect tberato. Such amendment or amendments shall be accompliahed by the Grantor, ita auccessors and assigns by recording among the Land Records and Plat Records of Howard County appropriate amendment or amendmenta to the Master Dead and By-Lawn certifying that Section 2 and, If applicable, Section 3 have been erected in conformity with the plate, a and by Grantor making the following declaration therein: "Grantor, by the recording of thia Amendment automatically activates the conversion of the undivided percentage laterest in and the extent of the common elements appertaining to onch condominium unit in accordance with the Schedule of Percent of Comman Ownership, Exhibit $A$, which percentage interegt now becomes appilicable to the additional common elements added hereby." Congtruction of the buildinga in Section 2 shall be of equal guslity as in Croas Fox Condominium including architecture, unit alze and materiala, however, the Grantor shall have no duty or obligation to add Section 2 or Section 3 to the Crosa Fox Condominiun and may sell or diopose of aid land or uae the sume for some other purpose, including aparate condominiurt or condominiums, in which event the power of attornoy thall be deemed revoked and the poneibilitles of reverter ostabliahed by the Deede to the unit Ownors ahall be decmed to be extinguished and the unit ownera ahall henceforth hold their interest in the common
elements fret and clear of any condition procedint, to the end and intent that oach co-owner whall hold the exclusive tee simple ownership of hia unit and an undivided fee aimplatinteratit in common elementa, in accordance with the percontages set forth in the table of values berelnafter set out: and each condomialum unit, together with the undivided interest in tbe common elements appurtenant thereto subject to the terma hozoof may be conveyed, leased, oncumbered, lnherited or devised by Will, as tbough each unit were entirely factapendant of all othor anita avel of the building in which the condominium unlta are located.

## ARTICLE VIII

Soction 1. Unitg Subject to Master Dred and By-Laws. All present and future owners, tenable and occupanta of units ahall be iubject to, and shall comply with the prnvisiona of the Horicontal Property Act, of tbia Mater Deed and the By-Lawb, st provided for in the By-laws, as theymay be amended from time to time. The acceptance of a deed or coavegaice or the entering into of s leane or the entering into occupancy of any unit shall conatitute an agreemant that the provisions of thit Master Deed and the By-Laws, as they may be amonded from time to time, and all of auch proviatons ahall be deemod and taken to be covenanta runaing with the land and ahall bind any peraon having at any time any interest or estate in auch unit, as though such provisions wert recited and otipulated at length in each and overy deed or conveyance or lease thereof.

## ARTICLE XX

Section 1. Amendment of Mastor Doed, Except as may otherwise be provided by the Horizontal Property Act, this Magter Doed may be amended in the following manner:
(a) For solong as Grintor shall own all of the condomintum units, Grantor thall have the sole right to ametr: his Mastor Deed, the aforementioned plat and the aforementoned Plan of the Buitdings (including any amendmente altering the porcentagt of ownerahip in common elemonta) which amendment nood only bo signed and acknowledgod by Grantor and recorded among tho Land Recorde of Howard County. Such amendmant ahall specifically rofer to the recording data identifying the Mater Deed.
(b) Anamendment or amendmenta to thil Mantor Deed, the aforamantioned plat or the aformmentioned plan of the Building or Buildinge may be proposed by the Soard of Directors acting upon a voct of the majority of the Directora, or the unit ownere owning a majority at votes of the condominium unita in tho Condominium (computed in accordance with the percontago intereat factory horolnbefore ent forth), whother mooting az the Council of Co-awneri or by instrument in wriling aigned by them. Upon any amentment or amendmonta to this Mater Deed being proposed by aald Board of Directors or untts ownor, such propoededamondment or amondment shall bo tranmitted ia the Prusident of the Condomintum, or othor offleer of tho Condominium in tho alzeence of the President, who shall theroupon eall a apecial meeting of the Council of Co-ownoru for a date not suoner thentwonty (20)daye or later than sixty $(60)$ day (rom rocuipt by him of the proposod amendment or amondmonta, and ft whall toe the duty uif the Sucretary to givo to wath unit owner writton or printerl woticu ar surh apocinl mouting, ytating

## Laxio877 FM19735

the time and place thereof, and reciting the propoasd amendment or amendmenta in reasonable detalled form, which notice shall be malled not lese than ton (10) daye nor morethan thirty (30) days bofore the date set for such apricial meetiog. If matled, auch notica shall be doemed to be properly given when deposited In tho United States mall addraseed to the unit owner at his post offica address ae It appeari on the books of Condominium, the posiage thereon prepaid, Any unit owner may, by written waiver of notica signed by such anit owner, Weive euch notlce and such watver, when fled in the racords of the meting, whathar before or after the holding of the meetiag, shall be deemed equivalent to the giving of such notice to auch mamber. At auch meeting, the amendrant or amendments proposed must be approved by two-thirde (2/3rdz) affirmative vote fomputed in accordance with the percentage interest factora herefnbefore eet forth)of the unit ownern unleas otherwise provided by lew. Tharevpon, such amendment or amentments of thls Master Deed shall betranacribed and certified by the President and Secretary for the Condominiurn as having boon duly adopted, and the original or an execuled copy of such amendmeut or amendments socertified and executed with the same formalitics as a deod ahall be recoriad in the Land Recorde of Howard County, Maryland, such amondment or amendmente to apecifically refer to the rocarding data idantifying the Master Deed. Thereafter, a copy of said amendment or amendments in the form in which the esme were 'placed of record by the officers of the Condominium shall be delivered to all of the unit owners and mailod to the mortgagees listed in the reglatry required to be maniatained by Article 16, Saction 1 of the By-Lawa, by delivery end mailing of a copy thereof shall not be condition precedent to the effectiveness of ach amendment or smendmente. At any meating held to consider auch amendment or amondmonts, the written vote of any unit owner shall be recagnized if such unit owner ia aot in attendance at auch mesting or ropreaented thereat by proxy, provided auch written vote ta dellvered to the Secretary of the Condominitum or at prior to auch meeting.

Anything in this oubparagraph (b) to the cont rary notwithstanding, no amendment to the Master Dood, the aforementioned Plat or the aforementioned Plan of the Building or Buildings shall alter or amend any rights granted to Grantor under the provisions of subparagreph \{a\} abovo or under the provisions of Artlcle VIL adding an additional section, unlese the Grantor shall coneont in writing in such amendnent, nor ahall the atnendment to tho Mapter Doed affoct the rights of any firet morigagee, construction or permanent.

## ABTICLE X

Section 1. Construction and Enforcoment. The provisiona heroof wall be liborainy conitractod to effertusto tho purposo of creating a onfform plan for the devolopment and operation of a rondominiam prijoct. Enforeomant of thove envonant and restrictione shall boby any procoeding at law or in equity akainel any puradn or pursona vinluting or atlompting to violate any rovenant or rontriction, uithor to rumtrain or unjoin violation netorocovor
 creatoel horuby: and the fallure or forbetaraneo by tha "Coniominium" ar

 the ratafir.

There ahall be and there is hereby created and declared to be a conclu*ive presumption that any violation or breach or any attenpted violation or breach of any of the within covenanti or reatrictions eannot be adequately remedied by action at law or exclusively by recovery of damagea.

Section 2. Reaponsibility for Payment of Asperaments. All asseasments remaining unpaid as of the date of conveyence of a condiominlum unit shall become the personal obligation of the ubbequent purchasers in addition to conatituting a lien on ouch unit and by his acceptance of the deed of conveyance therefor, the grantee or grantesil of auch unit shall be demed to have agreed to discharge all such unpaid asaesoments.

Section 3. Severability. Invalidation of any one of theae covenants or reatrictions by judgment, decree or order ahall in no way affect any other provisions hereof, each of which shall remain in full foree and effect.

Section 4, Captions. The eaptiona contained in thia Master Dedare for conventence onlyand are not a part of this Maater Deed and are not intended In any way tolimit or enlarge the terms and provisions of thia Master Deed.

IN WITNESS WHEREOF, the Grantor has cauned this writing to be executed and delivered in ita mame and on ita behalf on the day and year firstabove written.

WITNESS:


CROSS FOX APARTMENT VENTURE, A Joink Venture

HY: R. GORDON MATHEWS AND ASSOGIATES General Partnerahip


BY: UNICOA REALTY CORPORATION


STATE OF MARYLAND, CITY OF BALTIMORE. TO WIT:
1 HEREBY CERTIFY, That on this $e^{-2}$ day of $7 \%$ 197 . before ma, a Notary Public of the City and State aforesaid. Personally apposed R. Gordon Mathews and Howard E. Phillis
Central Partners of R. GORDON MATHEWS AND ASSOCIATES, a General Partnership and one of the Joint Ventures of CROSS FOX APARTMENT VENTURE known to me (or gatiafactorlly proven) ta be the persons whose namenare subscribed to the within Master Dobs, and who, in my presence, aligned and staled the acme and acknowledged that they executed the rime for the purposes therein contained as the duly authorized General Partners of said partnership by aligning, the name of the partnership by themselves as General Partners,


My Commission Expires


STATE OF ILLINOIS. COUNTY OF COOK , TO WIT:
1 HEREBY CERTIFY, That on this 28 day of Jofanex 1974 , before mine, a Notary Public of the State and County aforesaid, personally appeared Craig M. Penrith , Vice President of UNICOA REALTY CORPORATION, a body corporate, and one of the Joint Venturars of CROSS FOX APARTMENT VENTURE, known to me for gatiofactorlly proven) to be the person whose name is subscribed to the within Master Deed. and who. in my presence, signed and sealed the ane and acknowledged that he executed the same for the purposes therein contained as the duly authorized Vice President of said corporation by signing the name of the corporation by himadif as Vice President.

WITNESS, my hand and Notarial Seal,

My Commission Expires: Z10w

## 

The undersigned aubetitute Trusteen, under two certain Daede of Trust One dated Fobruary 4, 1969 and recorded In Libor CMP No. 504 at rollo 31 and the otior dated July 26, 1972 and recorded in Liber 602 at folio 152 among the Land Recorde br Foward County, Maryiand and under a cortain Comuolidation and Modifleation Agraemant deted July 26, 1972 and recorded in Liber CMP 602 at folio 158 among the Land Records for Howard County, Maryland hereby conaert to the withtr Master Deed.


## Tho underaigned Trusteea under a certain Deed of Trust dated

January 17, 1974 and recorded in Liber 0667 at follo 224 among the Lard Records for Howard County hereby coneent to the within Master Deed,


## Master Deed

Percent of Cummon Onnersh'p-Gross Fox Condominiums

| $\begin{aligned} & \text { Unt } \\ & \text { yesign } \\ & \text { luit } \end{aligned}$ |  | Value | Section 1 <br> Interest * | Value | $\begin{aligned} & 14 \text { Section } \\ & 1 \& 2 \\ & \text { interest } \end{aligned}$ | Value | $\begin{aligned} & \text { If Section } \\ & \text { 1\&3 } \\ & \text { interest * } \end{aligned}$ | Volue | $\begin{aligned} & \text { If 5ection } \\ & 1,243 \\ & \text { Interest } \\ & \hline \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0840 |  | 542,500 | . 019945 | \$35,500 | .00832日 | 544,000 | . 008904 | \$39,300 | . 00615 "; |
| 10842 |  | 42.500 | . 019945 | 35,500 | . 008828 | 44,000 | . 008904 | 39,300 | . 006157 |
| 10844 |  | 42,500 | . 019945 | 35,500 | . 008828 | 44,000 | . 008904 | 39,300 | . 006157 |
| 10846 |  | 42,500 | . 019995 | 35,500 | . 008828 | 44,000 | ,008904 | 39,300 | . 006157 |
| 10843 |  | 42,500 | . 019945 | 35,500 | .008828 | 44,000 | .008904 | 39,300 | . 006157 |
| 10850 |  | 42,500 | . 019945 | 35,500 | . 0008828 | 44,000 | . 1088504 | 39,300 | . 006157 |
| 10852 |  | 42,500 | . 019945 | 35,500 | . 0088828 | 44,000 | . 008904 | 39,300 | . 006157 |
| 10954 |  | 42,500 | . 019945 | 35,500 | . 008828 | 44,000 | . 008904 | 39,300 | . 006157 |
| 3uilding 2) |  |  |  |  |  |  |  |  |  |
| 10570 | A-1 | \$17,800 | .008353 | \$22.500 | (.005595 | \$17,000 | . 003440 | \$19,900 | . 003117 |
|  | A-2 | 22.500 | . 010559 | 28,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003953 |
|  | $\mathrm{B}-1$ | 17.000 | . 008353 | 22,500 | . 005595 | 17,000 | . 0054417 | 19,900 | . 003117 |
|  | 8-2 | 22.500 | . 010559 | 28,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | C-1 | 17,800 | . 008353 | 22,500 | . 005595 | 17,000 | . 003440 | 19.900 | . 003117 |
|  | C-2 | 22,500 | . 010559 | 28.300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | D-1 | 17,400 | . 008353 | 22,500 | - 6 cisas | 17,000 | . 003440 | 19,900 | . 003117 |
|  | D-2 | 22,500 | . 010559 | 28,300 | . 007037 | 28, 300 | . 005727 | 25,300 | . 003963 |
|  | E.1 | 17,800 | . 008353 | 22,500 | . 005595 | 17,000 | . 003440 | 19,900 | . 003117 |
|  | E-2 | 22,500 | . 010559 | 28.300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | F-1 | 17,800 | . 00835 | 22,500 | .CN5595 | 17,000 | . 0033440 | 19,900 | . 003117 |
|  | F-2 | 22,500 | . 010559 | 28,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
| 10572 | A-1 | 22,500 | . 010559 | 28,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | A-2 | 17,800 | . 008353 | 22.500 | . 005595 | 17,000 | . 003440 | 19,900 | . 003117 |
|  | B-1 | 22.500 | . 010559 | 28.100 | . 007037 | 28.300 | . 005727 | 25,300 | . 003963 |
|  | B-2 | 17.800 | . 008353 | 22,500 | . 005595 | 17,000 | . 003440 | 19.900 | . 003117 |
|  | C-1 | 22.500 | . 010559 | 28.300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | C. 2 | 17,800 | . 008353 | 22,500 | . 005595 | 17,000 | . 003440 | 19,900 | . 003117 |
|  | $0 \cdot 1$ | 22.500 | . 010559 | 28.300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | 0-2 | 17,800 | . 0081035 | 22,500 | . 005595 | 17,000 | . 003440 | 19,900 | . 003117 |
|  | E-1 | 22,500 | . 010559 | 28,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | E-2 | 17,800 | . 008353 | 22.500 | . 005595 | 17.000 | . 003440 | 19,900 | . 003117 |
|  | F-1 | 22,500 | . 010559 | 28,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | 5-2 | 17,800 | . 008353 | 22,500 | . 005595 | 17,000 | . 003440 | 19.900 | . 003117 |

Muflding 3)

| 30564 | A-1 | \$17.800 | .008353 | 122,500 | . 005595 | \$17,000 | . 003440 | \$19,900 | . 003117 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | A-2 | 22,500 | . 010559 | 23,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | $8-1$ | 17,800 | . 000353 | 22.500 | . 005595 | 17,000 | . 003440 | 19.900 | . 003117 |
|  | 8-2 | 22,500 | . 010559 | 28,300 | . 007037 | 20,300 | . 005727 | 25,300 | . 003963 |
|  | C-1 | 17.400 | . 008353 | 22.500 | . 005595 | 17,000 | . 003440 | 19,900 | . 003117 |
|  | C-2 | 22,500 | . 010559 | 28,300 | . 007037 | 2B, 300 | . 005727 | 25.300 | . 003963 |
|  | D-1 | 17,800 | . 008353 | 22,500 | +005595 | 17,000 | . 007180 | 19,900 | . 003117 |
|  | 0-2 | 22,500 | . 010559 | 20,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |
|  | [-1 | 17,400 | . 008353 | 22,500 | . 005595 | 17,000 | . 003440 | 19,900 | . 003117 |
|  | [-2 | 22,500 | . 010559 | 20,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 0009963 |
|  | F-1 | 17,400 | . 00835 J | 22,500 | . 005595 | 17.000 | . 003440 | 19.900 | . 003177 |
|  | F-2 | 22,500 | . 010559 | 28,300 | . 007037 | 2: 3.300 | . 005727 | 25,300 | . 003963 |
| 10566 | A-1 | 22.1000 | . 0105559 | 26,300 | . 007037 | 24,300 | ,085727 | 25,300 | . 087951 |
|  | A-2 | 17.400 | . 001353 | 22,500 | . 005595 | 17.000 | . 00.3440 | 19,900 | . 00.117 |
|  | 3-1 | 22.5100 | . $0100^{5} 59$ | 2!:,300 | .00\%017 | 28.300 | . 605727 | 25,300 | . 003953 |
|  | B. 2 | 17.300 | , vulats 3 | 23.100 | . 0156595 | 17,000 | . 003440 | 19,900 | . 002117 |
|  | C. 1 | (1) | . 101059 | 2\%.150 | .001017 | 28.300 | .005727 | [ ${ }_{2}, 300$ | . 00.1963 |
|  | $\mathrm{C} \cdot \mathrm{S}$ | 17. H (1) | . W04ilis | Pr | . 01014.155 | 17,000 | . 003440 | 19,900 | . 003117 |
|  | 11.1 | 22.3 | . 010 (159) | a, 130 | . 0107077 | 7\%,300 | . 005727 | 25. 300 | . 003963 |
|  | $0-2$ | 17.100 |  | 2i.500 | . 0051545 | 17,000 | , 003440 | 19, 500 | . 003117 |
|  | L-1 | 23.400 | . 01089 | 2 m | . 017031 | 23, 3100 | . 005727 | 25,100 | .003563 |
|  | [.2 | 1 B , m | 3 | 72, | . $015 \mathrm{~F}+4.45$ | 17,1001) | . 003446 | 19,900 | . 003117 |
|  | 5.1 | $\because{ }^{\text {a }}$ | . 1114149 | 314, 10) | .60tor | $\therefore 3.30$ | . 005727 | 2?- , 100 | .0039i3 |
|  | 1.2 | 1/300 | . 10 \% | $\cdots \mathrm{arcou}$ | . 61645 | 17,000 | . 003440 | 13, 200 | .003117 |


| $\begin{aligned} & \text { Unit } \\ & \text { Uesignation } \\ & \text { (Butlding 4) } \end{aligned}$ | Yalut | $\begin{gathered} \text { Parsent } \\ \therefore \\ \text { section } \\ 1 \\ \text { intarest: } \end{gathered}$ |  | ersi'u-6ras <br> 77 f0LIO7 <br> section 8 3 <br> terest |  | Ixdorintumb <br> If Section 1 ! Interest* | Viue int | $\begin{aligned} & \text { section } \\ & 243{ }^{2} 4 \\ & \text { terest }^{2} \\ & \hline \end{aligned}$ | 9, |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10576 | \$42.500 | . 019745 | \$35,500 . 0 | 006. 28 | \$44.000 | . 008904 | $399.300 ~ . ~$ 39 | 006157 006157 |  |
| 10578 | 42.500 | . 019945 | 35.500 . 00 | 008428 | 44.000 | . 0089804 | 39,300 | 006157 |  |
| 10580 | 42 2, 500 | . 019945 | 35.300 .0 | 008324 | 44.000 | . 008904 | 39.300 , | 006235 |  |
| 10584 | 42,600 | . 019996 | 35,600 . | .008860 | 44,100 | . 0809827 | 39,300 . | . 0006157 |  |
| 10585 | 42,500 | . 019945 | 35.500 . | . 008828 | 44,000 |  |  |  |  |
| 10583 | 42,600 | . 01959 | 35,500 . | . 008860 | 44,100 | . 008927 | 39,400 | . 006235 |  |
| 10582 | 42,500 | . 019945 | 35,500 | .008823 | 44,000 | . 008904 | 39,300 |  |  |
| (晈liding 5) |  |  |  |  |  |  |  |  |  |
| 10594 A-1 | \$17,800 | .008353 | \$22,500 | . 005595 | 317,000 | . 003440 | \$19,902 | . 003117 |  |
| - A-2 | 22,500 | . 010559 | 28,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 0003963 |  |
| 8-1 | 17.800 | . 008353 | 22,506 | . 005595 | 17,000 | . 003440 | 25,300 | . 0003963 |  |
| B-2 | 22,500 | . 01055 ? | 28.300 | . 007037 | 28,300 | . 0057274 | 25,300 19,900 | . 003117 |  |
| C-1 | 17,800 | . 008353 | 22,500 | . 0055959 | 17,000 | . 0005727 | 25,300 | .003963 |  |
| C-2 | 22,500 | . 010559 | 28,300 | . 0007037 | 28,300 17.000 | . 003340 | 19,900 | . 003117 |  |
| 0-1 | 17.800 | . 600353 | 22,500 | . 005595 | 17,000 28,300 | .0059727 | 25,300 | . 003963 |  |
| 0-2 | 22,500 | . 010559 | 28,300 | . 007037 | 28,300 | . 0033440 | 19.900 | . 003117 |  |
| E-1 | 17,800 | . 0088353 | 22,500 | . 005595 | 17,000 | . 0053727 | 25,300 | . 0003963 |  |
| E-2 | 22,500 | . 010559 | 28,300 | . 007037 | 28, 17.000 | . 003440 | 19,900 | . 003117 |  |
| F-1 | 17,800 | . 008353 | 22,500 | . 005595 | 17,000 | . 005727 | 25,300 | . 0039963 |  |
| f-2 | 22,500 | . 01055 | 28,300 | . 007037 | 28,300 23,300 | . 005727 | 25,300 | . 003963 |  |
| 10596 A-1 | 22.500 | .0ict. 9 | 22,390 | . 007037 | 28,300 17,000 | . .003440 | 12.900 | . 003117 |  |
| A-2 | 17,800 | . 008353 | 22,500 | . 005595 | 17,000 | . 0055727 | 25,300 | . 003963 |  |
| 8-1 | 22,500 | . 010559 | 28,300 | . 0005039 | 28.300 17.000 | . 003440 | 19,900 | . 003117 |  |
| B-2 | 17,800 | . 008393 | 72,500 | . 0005597 | 17.000 28,300 | . 005727 | 25,300 | . 003963 |  |
| C-1 | 22,500 | .012559 | 28.300 | . 0007595 | 17,000 | . .003440 | 19,900 | . 003117 |  |
| C-2 | 17.800 | . 001053 | C6, 30 C | . 0007037 | 28,300 | . 005727 | 25,300 | . 003963 |  |
| $0-1$ | 22.500 | . 010559 | 20,300 22,500 | . 007595 | 17,000 | . 003440 | 19,900 | . 003117 |  |
| 0-2 | 17,800 | . 008353 | 22,500 28,300 | . 007037 | 28,300 | . 005727 | 25,300 | . 003963 |  |
| E-1 | 22,500 | . 010559 | 28,300 22,500 | . 005595 | 17,000 | . 003440 | 19,900 | . 003117 |  |
| E-2 | 17,800 | . 008353 | 22,500 28,300 | . 0007037 | 28,300 | , 005727 | 25,300 | . 003963 |  |
| F-2 | 12,500 | . .008353 | 22,500 | . 005595 | 17.000 | 0.003440 | 19.900 | . 003317 |  |
| 'Butiding M6) |  |  |  |  |  |  |  |  |  |
| 10547 A A- |  |  | 122,500 . 005595 |  |  |  | \$19.900 . 00.3117 |  |  |
|  |  |  | 20, 3000.007037 |  |  |  | 25,300 19,900 | . 003177 |  |
|  | -1 |  | 22,500 | . 005595 |  |  | 25,300 | . 003963 |  |
|  | 2 |  | 28,300 | . 007055 |  |  | 19, 9 \% 0 | . 003117 |  |
|  | -1 |  | 22,500 | . 0055970 |  |  | 25,300 | . 003963 |  |
|  | -2 |  | 28,300 | . 0007037 |  |  | 19,900 | . 003117 |  |
|  | -1 |  | 22,500 | .002593 |  |  | 25,300 | . 003963 |  |
|  | -2 |  | 28,300 22500 | . 0005595 |  |  | 19,900 | . 003117 |  |
|  | -1 |  | 22,500 | . 0007537 |  |  | 25,300 | . 003963 |  |
|  | -2 |  | 32, 300 22,500 | . 005595 |  |  | 19.900 | . 003117 |  |
|  |  |  | 22,500 28,300 | . 0007037 |  |  | 25,300 | . 003953 |  |
|  |  |  | 28,300 28,300 | . 007037 |  |  | 25,300 | . 003963 |  |
| 10549 | -1 |  | 28,5500 | . 005595 |  |  | 19,900 | . 003117 |  |
|  | -2 |  | 28,300 | . 007037 |  |  | 25,300 | . 0033963 |  |
|  | -1 |  | 22,500 | . 005595 |  |  | 19,900 | . 0039 mi |  |
|  | -1 |  | 28.300 | . 007037 |  |  | 19,900 19,900 | . 003117 |  |
|  | -2 |  | 22,500 | . 005595 |  |  | 25,300 | . 003963 |  |
|  | -1 |  | 28,300 | . 0005595 |  |  | 19,900 | . 003117 |  |
|  | 0-2 |  | 22,500 | . 0055037 |  |  | 25,300 | .003963 |  |
|  | -3 |  | 22,500 22.500 | . 005595 |  |  | 15,900 | . 003117 |  |
|  | -2 |  | 213,300 | . 007037 |  |  | 25.300 | . 003963 |  |
|  | F. 2 |  | 22.500 | . 005595 |  |  | 19,900 | . 00317 |  |
| 10551 | A-1 |  | 2\%,300 | .0070.17 |  |  | 25,300 | . 003963 |  |
|  | A-2 |  | 22.100 | .0055ys |  |  | 19,900 | .00317 |  |
|  | 11-1 |  | 213,300 | . 007037 |  |  | 25,300 | . 00717 |  |
|  | 18-2 |  | 22,500 | . 400595 |  |  | 19.900 | , 00313 |  |
|  | C-1 |  | 23.100 | . 0070.17 |  |  | ?.3, 100 | - 003117 |  |
|  |  |  | 2.500 | . 0151515 |  |  | 13.800 | . 00317 |  |
|  | 11-1 |  | 22.100 | . $01 / 23$ |  |  | [5,26. | . 00117 |  |
|  | n.: |  | $\because \cdot \mathrm{P}$ 97 | - .ners, |  |  | 17.100 | -00396 |  |
|  | 1. 1 |  | . 8,900 | -00!n! |  |  | $\cdots .100$ | .00396 |  |
|  | 1-i |  | $\therefore \therefore$ ano | n .mersor |  |  | 10,0.4 | - ${ }^{\text {\% }}$ |  |
|  | $t-1$ |  | $\therefore 190$ | 0 minn |  |  | H. 14 | a misat |  |
|  |  |  | $\therefore \therefore$, 0 , |  |  |  | [9, | 1 . ${ }^{\text {ama }}$ |  |




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Unt:


* Interest in common elements

FOUR TII AMENDMIENT TO MASTER DEED
Made this 18 in day of January, 2011, by the Cross lox Condominium, Inc., a Maryland Non-Stock Corporation, by its Board of Directors, sometimes called the Cross Fox Condominium Council of Unit Owners, which by virtue of the By-laws recorded in the land Records of Howard County at Liber 677, Folig'744, has authority to enforce thal Master Deed recorded in the Land Records of Howard County al Liber 677, Folio 725, and which is hereinatter referred to as "Board."

WHEREAS, the Board in accordance with the provision of Maryland Annotated Code, Real Property Article, Section 11-103.1, seeks to Amend that Master Deed recorded in the Land Records of Howard County at Liber 677, Folio 725, to correct a typographical crror; and

WHEREAS, Exhibit $\wedge$ to the Master Deed, which lists the percentage of common ownership of the property subjected to the condominium regime, and Schedule A of the First Amendment to Master Deed recorded in the Land Records of Howard County at Liber 688, Folio 366, along with Eixhibit A and Exhibit B to the Second Amendment to Master Deed recorded in the Land Kecords of Howard County at Liber 697. Folio 4. all omit that property known as Unit 10590 Twin Rivers Road, as reflected on the Plat entitled "Columbia, Village of Harper's Choice, Section 3, Area 2, Sheet 4 of 6." from the description of the property now encumbered by the Master Deed and subject to the condominium regime imposed by said Master Deed; and

WHEREAS, the other units adjacent to 10590 'Jwin Rivers Road, both in terms ol' physical location and numerical designation, are subject to the Master Deed and are included in the property description filed therewith, and no other units have been omitted from the Master Deed: and

WHEREAS, the unit is otherwise included within the Plat and is made subject to the Master Deed by way of the Deed delivered to the individual unit owners and recorded in the Land Records for Howard County al Liber 10663, Folio 694, attached as Exhibit B; and

WHEREAS, the Board, by its duly authorized Agent, has filed the affidavit required by the Real Property Article. Section 11-103.1(b)(2), allached as Exhibit A hereto.

NOW, WHERIEFORIE. THIS FOURTII AMENDMENT TO THE MASTER DEED, WTINESSETH:

1. Exhibit A to the original Master Deed and any amendment thereto, is hereby amended to include the properly listed on Exhibit $\mathbb{C}$ attached hereto.
2. The Master Deed is hereby ratified and conlirmed by the Board to be binding upon the whale ol' the properies within the control of Cross Fox Condominium. Inc., including the property listed on Exhibit C hereto.

IN WITNESS WHERLOF, the Board has caused this writing to be executed and delivered it its name and on its behalf on the day and year first written above:


I HEREBY CERTIFY that on this $20^{-1 h}$ day of Jaciulait. . Til. before mo, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ellioftsimens and authorized by the Cross Fox Condominium, Inc., to execute the above instrument and acknowledged the same to be their true act.

WITNIESS my hand and Notarial Seal the day and yeartust above written.


NOTARY PUBLIC
My Commission Expires May 16, Z611

## Exhibit ^

Affidavit of the Board of Directors of the Cross Fox Condominium, Inc., Council of Unit
Owners

1. Michelle MeClothin, the duly authorize Agent of the Board of Directors of the Cross Fox Condominiums, do swear under oath as follows:
2. That I am at least 18 years of age and competent to testify.
3. That I caused to be mailed to all the unit owners within the Cross lox Condominiums. and copy of the foregoing Fourth Amendment to Master Deed. at least 30 days prior to its adoption, in accordance with the requirements of Maryland Annotated Code, Real Property Article, Section 11-103.1(b)(2).
4. That ste amendment was necessary to correct a typographical error in the Master Deed and the previous Amendments thereto.

I solemnly swear and affirm. under the penalties of perjury that the following is accurate and true to the best of my knowledge and belief.

$$
M_{M}^{\prime} \mid \text { chile Mole } n^{\prime} \text { ) } \operatorname{coth}
$$



1 HIEREBY CERTIFY that on this 20 th day of Sasuard 2011. before me. the subscriber, a Notary Public of the State and Council) aforesaid. personally appeared Michelle MeGlathin_ and authorized by the Cross Fox Condominium, Inc., to execute the above instrument and acknowledged the same to be their true act.

WITNI:SS my hand and Notarial Seal the day and yeartast above written.


My Commission Expires May 16,2011

# Lata 13052 falla 229 

## Exhibil C

## Fourth Amendment to Master Deed

Unil Designation Inleresl

