

CC&Rs

Cross Fox Condominium

3/27/75

725-16

THIRD AMENDMENT TO MASTER DEED

Made this 3rd day of April, 197⁵, by R. GORDON MATHEWS AND ASSOCIATES, a General Partnership and UNICOA REALTY CORPORATION, a Delaware corporation duly authorized to transact business in the State of Maryland, trading as the Cross Fox Apartment Venture, hereinafter sometimes called the "Grantor".

WHEREAS, the Grantor in accordance with the provisions of the then Article 21, Title 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 (hereinafter referred to as the "Master Deed") and recorded in the Land Records of Howard 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, the Grantor pursuant to the provisions of Article VII of the aforesaid Master Deed, recorded a "First Amendment to the Master Deed" dated June 28, 1974 and recorded in Liber 688 page 365 wherein Lot No. 1 as shown on a Plat entitled "Columbia, Village of Wilde Lake, Section 10, Area 2, Sheet 1 of 1" as recorded among the Plat Book records of Howard County in Plat Book 13, Folio 71, was merged into and became part of the Cross Fox Condominium, said Lot No. 1 being now known as Section 3; and

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

WHEREAS, by Article VII of the aforesaid Master Deed, the Grantor reserved to itself, its successors and assigns the right

to record such additional Amendment or Amendments to the Master Deed subjecting Lot No. 1, as shown on a Plat entitled "Columbia, Village of Wilde Lake, Lots 1 and 2, Section 10, Area 3, Sheet 1 of 1" which Plat is recorded among the Land Records of Howard County in Plat Book WHH No. 13, Folio 73, to the Horizontal Property Regime known as Cross Fox Condominium, subject to terms and conditions of the aforesaid Master Deed; and

WHEREAS, it is the desire and intention of the Grantor by this instrument to amend the aforesaid Master Deed and to divide the additional property and improvements on Lot No. 1, as shown on a plat entitled "Columbia, Village of Wilde Lake, Lots 1 and 2, Section 10, Area 3, Sheet 1 of 1" as recorded among the Plat Book records of Howard County in Plat Book WHH No. 13, Folio 73, consisting of three (3) buildings into fifty six (56) condominium units for the purpose of selling and conveying the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth each of which is for the benefit of said property, subsequent owners thereof and for the benefit of the property and the owners of Cross Fox Condominium 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 Condominium to include the aforesaid Lot 1, subject to the terms and conditions of said Master Deed; and

WHEREAS, simultaneous with the recordation hereof the Grantor is filing for record in the office of the Clerk of Court for the Circuit Court for Howard County, Maryland, a certain plat of condominium subdivision, entitled "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) sheets and is to be recorded in the appropriate plat book; and

WHEREAS, Exhibit A to the Second Amendment to Master Deed aforesaid, due to typographical errors, did not properly correct the percentage of common ownership in the Cross Fox Condominium in Stairwell 10551 within Building number 6, in that the one bedroom 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 stairwell 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 VII 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 No. 1, as shown on a Plat entitled "Columbia, Village of Wilde Lake, Lots 1 and 2, Section 10, Area 3, Sheet 1 of 1" which Plat is recorded among the Land Records of Howard County in Plat Book WHH 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 Deed recorded among the Land Records of Howard County in Liber CMP No. 677, folio 725 and as shown on condominium plats recorded in Plat Book 26,

folio 83 through 101 and as amended by the First Amendment to the Master Deed dated June 28, 1974 and recorded among the Land Records of Howard County in Liber CMP 588, folio 367, and as shown on Condominium plat recorded in Plat Book 29, folio 19 through 32, and the Second Amendment to Master Deed dated September 18, 1974 and recorded in Liber 697, folio 4. The property, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, chargés and liens (hereinafter sometimes referred to as "covenants and restrictions") including but not limited to the following deeds, agreements, declarations and plans:

(a) provisions contained in an instrument entitled, "Deed, Agreement and Declaration" dated December 13, 1966 and recorded among the Land Records of Howard County in Liber WHH No. 463, Folio 158, between The Columbia Park and Recreation Association, Inc., and C. Aileen Ames, subjecting these lots among other things to the levy, assessment and payment of an annual maintenance charge.

(b) provisions relating to an annual charge for electric service set forth in Deed dated February 4, 1969 and recorded among the Land Records aforesaid in Liber CMP No. 504, Folio 28, from the Howard Research and Development Corporation, et al, to Cross Fox Apartment Venture.

(c) Deed and Agreement dated July 16, 1970 and recorded among the Land Records aforesaid 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 aforesaid in Liber WHH No. 469, Folio 472, by The Howard Research and Development Corporation and C. Aileen Ames, et al, as extended by Declaration of Annexation dated January 6, 1969 and recorded in Liber CMP No. 502, Folio 392 by The Howard Research and Development Corporation.

(e) a certain agreement dated April 26, 1967 between The Howard Research and Development Corporation and the Baltimore Gas and Electric Company recorded aforesaid in Liber CMP No. 468, Folio 239.

AND TOGETHER WITH, the benefits conferred in:

The provisions of the By-Laws of Cross Fox Condominium, which are attached to the Master Deed, and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominiums, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Grantor, its successors and assigns, and any person acquiring or owning an interest in said property and improvements.

The Grantor does hereby merge the Horizontal Property Regime hereby established and known as Cross Fox Condominium Section 2, and the Grantor, by the recording of this Amendment automatically activates the conversion of the undivided percentage interest in the common elements appertaining to each condominium unit in accordance with Schedule A of the Second Amendment to the Master Deed as recorded among the Land Records of Howard County in Liber 697 Folio 004 which percentage interest now becomes applicable to the common elements added hereby.

1. Except as herein otherwise specified, the Master Deed, the First and Second Amendments thereto and this Third Amendment are to be read and understood together as if the Master Deed had, in and of itself, submitted to a Horizontal Property Regime (now known as Condominium Regime), Section 2, together with Sections 1 and 3, and the four documents shall, wherever the context permits or requires, be so construed and interpreted, as one document.

2. Article I, Section 1 Definitions. (a) "Unit", line 15 is hereby amended to add buildings

3. The general description and number of each condominium unit, including its area, location and such other data as may be necessary or appropriate for its identification, is set forth in the Addition to the Record Plat, which is incorporated herein 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.

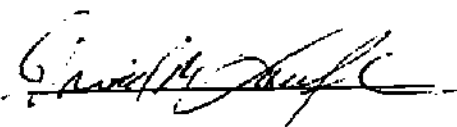
5. Except as herein expressly modified, and subject to the rules of construction and interpretation of the Master Deed, the First and Second Amendments thereto and this Third Amendment, as set forth in paragraph 1 above, the Master Deed is hereby ratified and confirmed by the Grantor and declared to 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 1 and 3.

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

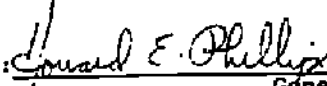
WITNESS:

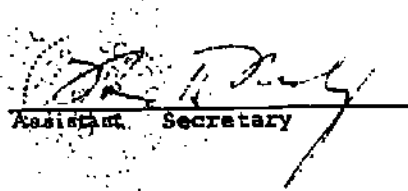
CROSS FOX APARTMENT VENTURE,
a Joint Venture

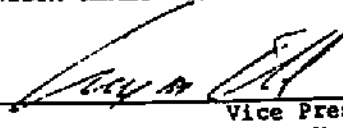
By: R. GORDON MATHEWS AND ASSOCIATES
General Partnership



By: 
General Partner

By: 
General Partner
Joint Venturer and
Attorneys-in-fact


Assistant Secretary

By: UNICOA REALTY CORPORATION

Vice President
Joint Venturer and
Attorneys-in-fact

3/22/75

MEMO 725 FLM 022

STATE OF ~~MARYLAND~~, HOWARD COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of May, 1975, before me, a Notary Public of the State aforesaid, personally appeared ~~R. Gordon Mathews~~ and ~~Howard C. Phillips~~, General Partners of R. GORDON MATHEWS AND ASSOCIATES, a General Partnership 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 Third Amendment to Master Deed and who, 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.

WITNESS, my hand and Notarial Seal.

Robert Phillips
Notary Public
Member, Pennsylvania Association of Notaries
MY COMMISSION EXPIRES JUNE 28, 1977

My Commission Expires: _____

ILLINOIS COOK
STATE OF ~~MARYLAND~~, COUNTY OF ~~HOWARD~~, to wit:

I HEREBY CERTIFY that on this 30th day of April, 1975, before me, a Notary Public of the State aforesaid, personally appeared Craig M. Penrith, Vice President 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 person whose name is subscribed to the within Third Amendment to the Master Deed and who, in my presence, 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 name of the corporation by himself as Vice President.

WITNESS, my hand and Notarial Seal.


Viggo M. Murray
Notary Public

My Commission Expires: 11/5/78

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 5th day of May, 1975, before me, a Notary Public of the State aforesaid, personally appeared ~~Howard E. Phillips~~, ~~2 Gordon Mathews~~ and ~~Craig M. Penrith~~ attorneys-in-fact for the owners of units 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 sealed 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.

John P. Kelly
Notary Public


My Commission Expires: 1/1/78

Murray & Littlejohn, Title Co

SECOND AMENDMENT TO MASTER DEED

Made this 18th day of September, 1974, by R. GORDON MATHEWS AND ASSOCIATES, a General Partnership and UNICOA REALTY CORPORATION, a Delaware corporation duly authorized to transact business in the State of Maryland, trading as the Cross Fox Apartment Venture, hereinafter 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, "Columbia, Village of Harper's Choice, Section 3, Area 2, Sheet 4 of 5" to the Horizontal Property Regime pursuant to the terms and provisions of that certain Master Deed dated April 23, 1974 (hereinafter referred to as the "Master Deed") and recorded in the Land Records of Howard County in Liber No. CMP 677, folio 725.

WHEREAS, the Grantor by a First Amendment to the Master Deed recorded in the Land Records of Howard County in Liber No. CMP 688, folio 365, subjected the property known as Lot 1 as shown on a plat entitled "Columbia, Village of Wilde Lake, Section 10, Area 2, Sheet 1 of 1" to the Horizontal Property Regime; and

WHEREAS, Exhibit A to the Master Deed as aforesaid sets out the percentage of common ownership in the Cross Fox Condominium, and as a result of typographic errors on pages 2, 3 and 4 of said Exhibit A the percent of common ownership for all of those units located in Buildings numbered 6, 9 and 10 are incorrectly listed to the end and extent that all of the one-bedroom units therein were listed as having the percent of common ownership of a two-bedroom unit and all of the two-bedroom units were listed as having a percentage of common ownership of a one-bedroom unit; and

WHEREAS, the Grantor is the owner of all those units located within Buildings numbered 6, 9 and 10 of the Cross Fox Condominium which buildings contain the units affected by the typographical errors made in Exhibit A to the Master Deed as aforesaid; and

WHEREAS, Schedule A to the First Amendment to the Master Deed identifies those units which are either 1-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 1-B type of units should be depicted as 2-B units, the 2-B units should be depicted as 1-B units, the 1-A units should be depicted as 2-A units and the 2-A units should be depicted as 1-A units in Buildings 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 First Amendment to the Master Deed in accordance with the terms and conditions hereof.

NOW, THEREFORE, THIS SECOND AMENDMENT TO THE MASTER DEED WITNESSETH:

1. Exhibit A to the Master Deed as aforesaid is hereby deleted and Exhibit A as attached hereto and intended to be a part hereof is substituted in its place and stead.
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 substituted in its place and stead.
3. Except as herein expressly modified, and subject to the rules of construction and interpretation of the Master Deed and the First Amendment to the Master Deed, the Master Deed is hereby ratified and confirmed by the Grantor and declared to be applicable to and binding upon Cross Fox Condominium.

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

WITNESS:

CROSS FOX APARTMENT VENTURE,
A Joint Venture

By: R. GORDON MATHEWS AND ASSOCIATES
General Partnership

[Signature]

By: [Signature]
General Partner

By: Howard E. Phillips
General Partner
Joint Venturer and
Attorney-in-fact

By: UNICOA REALTY CORPORATION

ATTEST:

[Signature]
Secretary

By: [Signature]
Vice President
Joint Venturer and
Attorney-in-fact

STATE OF ~~MISSISSIPPI~~, COUNTY OF Washington To Wit:

I HEREBY CERTIFY that on this 10th day of Sept, 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 Partnership 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 presence, signed and sealed 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.

WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC STATE OF MISSISSIPPI
MY COMMISSION EXPIRES NOV 25 1977
My Commission Expires: July 25, 1978

[Signature]
Notary Public
My Commission Expires: July 25, 1978

ILLINOIS
STATE OF ~~MISSISSIPPI~~, COUNTY OF COOK, To Wit:

I HEREBY CERTIFY that on this 18th day of September, 1974 before me, a Notary Public of the State aforesaid, personally appeared Craig M. Penrith, Vice President 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 person whose name is subscribed to the within Master Deed, and who, in my presence, 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 name of the corporation by himself as Vice President.

WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: Nov 8, 1977

Exhibit A

Kastar Leed

Percent of Common Ownership-Cross Fox Condominiums

Unit Designation (Building 1)	Section 1		If Section 1 & 2		If Section 1 & 3		If Section 1, 2 & 3		
	Value	Interest *	Value	Interest *	Value	Interest *	Value	Interest *	
10840	\$42,500	.019945	\$35,500	.008828	\$44,000	.008904	\$39,300	.006157	
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	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10848	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10850	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10852	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10854	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
Building 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	.003963
	B-1	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	B-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	17,800	.008353	22,500	.005595	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	.008353	22,500	.005595	17,000	.003440	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	28,300	.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
	D-1	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
	D-2	17,800	.008353	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
	F-2	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
Building 3)									
10564	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	.003963
	B-1	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	B-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	17,800	.008353	22,500	.005595	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	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	F-2	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
10566	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	28,300	.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
	D-1	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
	D-2	17,800	.008353	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
	F-2	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117

LIBERO 697 FOLIO 007

Unit Designation (Building #)	Section 1		If Section 1 & 2		If Section 1 & 3		If Section 1, 2 & 3		
	Value	Interest	Value	Interest	Value	Interest	Value	Interest	
10576	\$42,500	.019945	\$35,500	.008860	\$44,000	.008904	\$39,300	.006157	
10570	42,500	.019945	35,500	.008860	44,000	.008904	39,300	.006157	
10580	42,500	.019945	35,500	.008860	44,000	.008904	39,300	.006157	
10584	42,600	.019969	35,600	.008860	44,100	.008927	39,400	.006235	
10586	42,500	.019945	35,500	.008860	44,000	.008904	39,300	.006157	
10588	42,600	.019969	35,600	.008860	44,100	.008927	39,400	.006235	
10582	42,500	.019945	35,500	.008860	44,000	.008904	39,300	.006157	
Building #5)									
10594	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	.003963
	B-1	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	B-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	17,800	.008353	22,500	.005595	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	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	F-2	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
10595	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	28,300	.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
	D-1	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
	D-2	17,800	.008353	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
	F-2	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
Building #6)									
10547	A-1			22,500	.005595			25,300	.003963
	A-2			22,500	.005595			19,900	.003117
	B-1			28,300	.007037			25,300	.003963
	B-2			22,500	.005595			19,900	.003117
	C-1			28,300	.007037			25,300	.003963
	C-2			22,500	.005595			19,900	.003117
	D-1			28,300	.007037			25,300	.003963
	D-2			22,500	.005595			19,900	.003117
	E-1			28,300	.007037			25,300	.003963
	E-2			22,500	.005595			19,900	.003117
	F-1			28,300	.007037			25,300	.003963
	F-2			22,500	.005595			19,900	.003117
10549	A-1			28,300	.007037			25,300	.003963
	A-2			22,500	.005595			19,900	.003117
	B-1			28,300	.007037			25,300	.003963
	B-2			22,500	.005595			19,900	.003117
	C-1			28,300	.007037			25,300	.003963
	C-2			22,500	.005595			19,900	.003117
	D-1			28,300	.007037			25,300	.003963
	D-2			22,500	.005595			19,900	.003117
	E-1			28,300	.007037			25,300	.003963
	E-2			22,500	.005595			19,900	.003117
	F-1			28,300	.007037			25,300	.003963
	F-2			22,500	.005595			19,900	.003117
10551	A-1			28,300	.007037			25,300	.003963
	A-2			22,500	.005595			19,900	.003117
	B-1			28,300	.007037			25,300	.003963
	B-2			22,500	.005595			19,900	.003117
	C-1			28,300	.007037			25,300	.003963
	C-2			22,500	.005595			19,900	.003117
	D-1			28,300	.007037			25,300	.003963
	D-2			22,500	.005595			19,900	.003117
	E-1			28,300	.007037			25,300	.003963
	E-2			22,500	.005595			19,900	.003117
	F-1			28,300	.007037			25,300	.003963
	F-2			22,500	.005595			19,900	.003117

BERO 697 FOLIO 008

Percent of Common Ownership-Cross Fox Condominiums

Unit Designation (Building 7)	Section 1 Value	Section 1 Interest *	If Section 1 & 2 Value	If Section 1 & 2 Interest *	If Section 1 & 3 Value	If Section 1 & 3 Interest	If Section 1, 2 & 3 Value	If Section 1, 2 & 3 Interest *
10575	\$35,500		\$35,500	.008828			\$39,300	.006157
10577	35,500		35,500	.008828			39,300	.006157
10579	35,500		35,500	.008828			39,300	.006157
10581	35,500		35,500	.008828			39,300	.006157
10583	35,500		35,500	.008828			39,300	.006157
10585	35,500		35,500	.008828			39,300	.006157
10587	35,500		35,500	.008828			39,300	.006157
10589	35,500		35,500	.008828			39,300	.006157
10591	35,500		35,500	.008828			39,300	.006157
10593	35,500		35,500	.008828			39,300	.006157
10595	35,500		35,500	.008828			39,300	.006157
10597	35,500		35,500	.008828			39,300	.006157
<u>(Building 8)</u>								
10557	\$35,500		\$35,500	.008828			\$39,300	.006157
10559	35,500		35,500	.008828			39,300	.006157
10561	35,500		35,500	.008828			39,300	.006157
10563	35,500		35,500	.008828			39,300	.006157
10565	35,500		35,500	.008828			39,300	.006157
10567	35,500		35,500	.008828			39,300	.006157
10569	35,500		35,500	.008828			39,300	.006157
10571	35,500		35,500	.008828			39,300	.006157
<u>(Building 9)</u>								
10528	A-1				28,300	.005727	25,300	.003963
	A-2				17,000	.003440	19,900	.003117
	B-1				28,300	.005727	25,300	.003963
	B-2				17,000	.003440	19,900	.003117
	C-1				28,300	.005727	25,300	.003963
	C-2				17,000	.003440	19,900	.003117
	D-1				28,300	.005727	25,300	.003963
	D-2				17,000	.003440	19,900	.003117
	E-1				28,300	.005727	25,300	.003963
	E-2				17,000	.003440	19,900	.003117
	F-1				28,300	.005727	25,300	.003963
	F-2				28,300	.005727	25,300	.003963
10530	A-1				17,000	.003440	19,900	.003117
	A-2				28,300	.005727	25,300	.003963
	B-1				17,000	.003440	19,900	.003117
	B-2				28,300	.005727	25,300	.003963
	C-1				17,000	.003440	19,900	.003117
	C-2				28,300	.005727	25,300	.003963
	D-1				17,000	.003440	19,900	.003117
	D-2				28,300	.005727	25,300	.003963
	E-1				17,000	.003440	19,900	.003117
	E-2				28,300	.005727	25,300	.003963
	F-1				17,000	.003440	19,900	.003117
	F-2				28,300	.005727	25,300	.003963
<u>(Building 10)</u>								
10534	A-1				28,300	.005727	25,300	.003963
	A-2				17,000	.003440	19,900	.003117
	B-1				28,300	.005727	25,300	.003963
	B-2				17,000	.003440	19,900	.003117
	C-1				28,300	.005727	25,300	.003963
	C-2				17,000	.003440	19,900	.003117
	D-1				28,300	.005727	25,300	.003963
	D-2				17,000	.003440	19,900	.003117
	E-1				28,300	.005727	25,300	.003963
	E-2				17,000	.003440	19,900	.003117
	F-1				28,300	.005727	25,300	.003963
	F-2				17,000	.003440	19,900	.003117

LIBERO697 FOLIO009

Percent of Stock Owned in Gross Estate

Unit Designation (Building 10) Cont.	Section 1	If Section 1 & 2		If Section 1 & 3		If Section 1, 2 & 3	
		Value	Interest*	Value	Interest*	Value	Interest*
10536 A-1		17,000	.003440	19,900	.003117		
A-2		28,300	.005727	25,300	.003963		
B-1		17,000	.003440	19,900	.003117		
B-2		28,300	.005727	25,300	.003963		
C-1		17,000	.003440	19,900	.003117		
C-2		28,300	.005727	25,300	.003963		
D-1		17,000	.003440	19,900	.003117		
D-2		28,300	.005727	25,300	.003963		
E-1		17,000	.003440	19,900	.003117		
E-2		28,300	.005727	25,300	.003963		
F-1		17,000	.003440	19,900	.003117		
F-2		28,300	.005727	25,300	.003963		
<u>(Building 11)</u>							
10540		\$44,000	.008904	\$39,300	.006157		
10542		44,000	.008904	39,300	.006157		
10544		44,000	.008904	39,300	.006157		
10546		44,000	.008904	39,300	.006157		
10548		44,000	.008904	39,300	.006157		
10550		44,000	.008904	39,300	.006157		
10552		44,000	.008904	39,300	.006157		
10554		44,000	.008904	39,300	.006157		
<u>(Building 12)</u>							
10558		\$44,000	.008904	\$39,300	.006157		
10560		44,000	.008904	39,300	.006157		
10562		44,000	.008904	39,300	.006157		
10564		44,000	.008904	39,300	.006157		
10566		44,000	.008904	39,300	.006157		
10568		44,000	.008904	39,300	.006157		
10570		44,000	.008904	39,300	.006157		
10572		44,000	.008904	39,300	.006157		
<u>(Building 13)</u>							
10576 A-1		\$20,300	.005727	\$25,300	.003963		
A-2		17,000	.003440	19,900	.003117		
B-1		28,300	.005727	25,300	.003963		
B-2		17,000	.003440	19,900	.003117		
C-1		28,300	.005727	25,300	.003963		
C-2		17,000	.003440	19,490	.003117		
D-1		28,300	.005727	25,300	.003963		
D-2		17,000	.003440	19,490	.003117		
E-1		20,300	.005727	25,300	.003963		
E-2		17,000	.003440	19,490	.003117		
F-1		28,300	.005727	25,300	.003963		
F-2		17,000	.003440	19,490	.003117		
10578 A-1		28,300	.005727	25,300	.003963		
A-2		17,000	.003440	19,490	.003117		
B-1		28,300	.005727	25,300	.003963		
B-2		17,000	.003440	19,490	.003117		
C-1		28,300	.005727	25,300	.003963		
C-2		17,000	.003440	19,490	.003117		
D-1		28,300	.005727	25,300	.003963		
D-2		17,000	.003440	19,490	.003117		
E-1		28,300	.005727	25,300	.003963		
E-2		17,000	.003440	19,490	.003117		
F-1		28,300	.005727	25,300	.003963		
F-2		17,000	.003440	19,490	.003117		

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Percent of Common Ownership-Cross In Condominiums

Unit Designation (Building 13) (cont)	Section 1		If Section 1 & 2		If Section 1 & 3		If Section 1, 2 & 3	
	Value	Interest *	Value	Interest *	Value	Interest *	Value	Interest *
10580 A-1					\$17,000	.003440	\$19,490	.003117
A-2					28,300	.005727	25,300	.003963
B-1					17,000	.003440	19,490	.003117
B-2					28,300	.005727	25,300	.003963
C-1					17,000	.003440	19,490	.003117
C-2					28,300	.005727	25,300	.003963
D-1					17,000	.003440	19,490	.003117
D-2					28,300	.005727	25,300	.003963
E-1					17,000	.003440	19,490	.003117
E-2					28,300	.005727	25,300	.003963
F-1					17,000	.003440	19,490	.003117
F-2					28,300	.005727	25,300	.003963
	<u>Total Value Sect. 1</u>	<u>100%</u>	<u>Total Value Sect. 1-2</u>	<u>100%</u>	<u>Total Value Sect. 1-3</u>	<u>100%</u>	<u>Total Value Sect. 1-2-3</u>	<u>100%</u>
	<u>\$2,130,800</u>		<u>\$4,021,200</u>		<u>\$4,941,400</u>		<u>\$6,382,800</u>	

* Interest in common elements

<u>Building</u>	<u>Unit</u>	<u>Type of Garden Unit</u>
Building 1	Townhouses	
Building 2 10570	A-1	1B
	A-2	2B
	B-1	1A
	B-2	2A
	C-1	1B
	C-2	2B
	D-1	1A
	D-2	2A
	E-1	1B
	E-2	2B
	F-1	1A
	F-2	2A
10572	A-1	2B
	A-2	1B
	B-1	2A
	B-2	1A
	C-1	2B
	C-2	1B
	D-1	2A
	D-2	1A
	E-1	2B
	E-2	1B
	F-1	2A
	F-2	1A
Building 3 10564	A-1	1B
	A-2	2B
	B-1	1A
	B-2	2A
	C-1	1B
	C-2	2B
	D-1	1A
	D-2	2A
	E-1	1B
	E-2	2B
	F-1	1A
	F-2	2A
10566	A-1	2B
	A-2	1B
	B-1	2A
	B-2	1A
	C-1	2B
	C-2	1B
	D-1	2A
	D-2	1A
	E-1	2B
	E-2	1B
	F-1	2A
	F-2	1A
Building 4	Townhouse	
Building 5 10594	A-1	1B
	A-2	2B
	B-1	1A
	B-2	2A
	C-1	1B
	C-2	2B
	D-1	1A
	D-2	2A
	E-1	1B
	E-2	2B
	F-1	1A
	F-2	2A

Building	Unit	Type of Garden Unit	
Building 5 10526 (cont.)	A-1	2B	
	A-2	1B	
	C-1	2A	
	B-2	1A	
	C-1	2B	
	C-2	1B	
	D-1	2A	
	D-2	1A	
	E-1	2B	
	E-2	1B	
	F-1	2A	
	F-2	1A	
	Building 9 10528	A-1	1B
		A-2	2B
D-1		1A	
D-2		2A	
C-1		1B	
C-2		2B	
D-1		1A	
D-2		2A	
E-1		1B	
C-2		2B	
F-1		1A	
F-2		2A	
10530		A-1	2B
		A-2	1B
	B-1	2A	
	D-2	1A	
	C-1	2B	
	C-2	1B	
	D-1	2A	
	D-2	1A	
	E-1	2B	
	E-2	1B	
	F-1	2A	
	F-2	1A	
	Building 10 10534	A-1	1B
		A-2	2B
B-1		1A	
B-2		2A	
C-1		1B	
C-2		2B	
D-1		1A	
D-2		2A	
E-1		1B	
E-2		2B	
F-1		1A	
F-2		2A	
10536		A-1	2B
		A-2	1B
	B-1	2A	
	B-2	1A	
	C-1	2B	
	C-2	1B	
	D-1	2A	
	D-2	1A	
	E-1	2B	
	E-2	1B	
	F-1	2A	
	F-2	1A	
	Building 11	Townhouses	
	Building 12	Townhouses	

schedule A - Amendment to Master Deed

<u>Building</u>	<u>Unit</u>	<u>Type of Garden Unit</u>	
Building 13 10576	A-1	2B	
	A-2	1B	
	B-1	2A	
	B-2	1A	
	C-1	2B	
	C-2	1B	
	D-1	2A	
	D-2	1A	
	E-1	2B	
	E-2	1B	
	F-1	2A	
	F-2	1A	
	10578	A-1	2B
		A-2	1B
B-1		2A	
B-2		1A	
C-1		2B	
C-2		1B	
D-1		2A	
D-2		1A	
E-1		2B	
E-2		1B	
F-1		2A	
F-2		1A	
10580		A-1	1B
		A-2	2B
	B-1	1A	
	B-2	2A	
	C-1	1B	
	C-2	2B	
	D-1	1A	
	D-2	2A	
	E-1	1B	
	E-2	2B	
	F-1	1A	
	F-2	2A	

Revised to Atlantic Title Co.

FIRST AMENDMENT TO MASTER DEED

Made this 28th day of June, 1974, by R. GORDON MATHEWS AND ASSOCIATES, a General Partnership and UNICOA REALTY CORPORATION, a Delaware corporation duly authorized to transact business in the State of Maryland, trading as the Cross Fox Apartment Venture, hereinafter 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, "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 (hereinafter referred to as the "Master Deed") and recorded in the Land Records of Howard 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 aforesaid Master Deed, the Grantor reserved to itself, its successors and assigns the right to record such additional Amendment or Amendments to the Master Deed subjecting Lot No. 1, as shown on a Plat entitled, "Columbia, Village of Wilde Lake, Section 10, Area 2, Sheet 1 of 1" as recorded among the Plat Book records of Howard County in Plat Book 13, Folio 71, to the Horizontal Property Regime known as Cross Fox Condominium, subject to terms and conditions of the aforesaid Master Deed; and

WHEREAS, it is the desire and intention of the Grantor by this instrument to amend the aforesaid Master Deed and to divide the additional

LIBER0688 FOLIO366

property and improvements on Lot 1 as shown on a Plat entitled "Columbia, Village of Wilde Lake, Section 10, Area 2, Sheet 1 of 1" as recorded among the Plat Book records of Howard County in Plat Book 13, Folio 71 (Lot 1) consisting of five (5) buildings into one hundred (100) condominium units for the purpose of selling and conveying the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth each of which is for the benefit of said property, subsequent owners thereof and for the benefit of the property and the owners of Cross Fox Condominium Section 1; and

WHEREAS, each Grantee of the individual units of Section 1 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 Condominium to include the aforesaid Lot 1, subject to the terms and conditions of said Master Deed; and

WHEREAS, simultaneous with the recordation hereof the Grantor is filing for record in the office of the Clerk of Court for the Circuit Court for Howard County, Maryland, a certain plat of condominium subdivision, entitled "Section 3, Plat of Condominium Subdivision, Condominium of Cross Fox" (which will hereinafter be referred to as the "Record Plat") which consists of fourteen (14) sheets and is to be recorded in the appropriate plat book; and

NOW, THEREFORE, pursuant to the power reserved to it in said Article VII 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 No. 1, as shown on a Plat entitled "Columbia, Village of Wilde Lake, Section 10, Area 2, Sheet 1 of 1" which Plat is recorded among the Land Records of Howard County in Plat Book WHH No. 13, Folio 71 herewith referred to as the "property", incorporated and be a part of the Condominium regime known as

LIBERO 688 FOLIO 367

Cross Fox Condominium, as established in the Master Deed recorded among the Land Records of Howard County in Liber CMP No. 677, folio 725 and as shown on condominium plans recorded in Plat Book 26, folio 83 through 101. The property, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") including but not limited to the following deeds, agreements, declarations and plans:

(a) provisions contained in an instrument entitled, "Deed, Agreement and Declaration" dated December 13, 1966 and recorded among the Land Records of Howard County in Liber WHH No. 463, Folio 158, between The Columbia Park and Recreation Association, Inc., and C. Aileen Ames, subjecting these lots among other things to the levy, assessment and payment of an annual maintenance charge.

(b) provisions relating to an annual charge for electric service set forth in Deed dated February 4, 1969 and recorded among the Land Records aforesaid in Liber CMP No. 504, folio 28, from the Howard Research and Development Corporation, et al, to Cross Fox Apartment Venture.

(c) Deed and Agreement dated July 16, 1970 and recorded among the Land Records aforesaid 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 aforesaid in Liber WHH No. 469, Folio 472, by and between The Howard Research and Development Corporation and C. Aileen Ames, et al., as extended by Declaration of Annexation dated January 6, 1969 and recorded in Liber CMP No. 502, Folio 392 by the Howard Research and Development Corporation.

(c) a certain agreement dated April 26, 1967 between the Howard Research and Development Corporation and the Baltimore Gas and Electric Company recorded aforesaid in Liber CMP No. 468, Folio 219.

AND TOGETHER WITH, the benefits conferred in:

The provisions of the By-Laws of Cross Fox Condominium, which are attached to the Master Deed, and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominiums, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Grantor, its successors and assigns, and any person acquiring or owning an interest in said property and improvements.

The Grantor does hereby merge the Horizontal Property Regime hereby established and known as Cross Fox Condominium, Section 3, and the Grantor, by the recording of this Amendment automatically activates the conversion of the undivided percentage interest in the common elements appertaining to each condominium unit in accordance with the Schedule of Percent of Common Ownership, Exhibit A of the Master Deed, which percentage interest now becomes applicable to the common elements added hereby.

1. Except as herein otherwise specified, the Master Deed and this First Amendment are to be read and understood together as if the Master Deed had, in and of itself, submitted to a Horizontal Property Regime, Section 3, together with Section 1, and the two documents shall, wherever the context permits or requires, be so construed and interpreted, as one document.

2. Article I, Section I, Definitions. (a) "Unit", line 15 is hereby amended to add buildings 9, 10 and 11.

3. The condominium units which are referred to on the Record Plats as "1A", "1B", "2A", and "2C" are specifically identified in Schedule A hereto.

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

3. Except as herein expressly modified, and subject to the rules of construction and interpretation of the Master Deed and this First 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 3, as fully as if the Master Deed had initially established Section 3 as well as Section 1.

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

WITNESS:

CROSS FOX APARTMENT VENTURE,
A Joint Venture

By: R. GORDON MATHEWS AND ASSOCIATES
General Partnership

John P. High

By: Howard E. Phillips
General Partner

By: R. Gordon Mathews
General Partner
Joint Venturer
and Attorney-in-fact



[Signature]
Secretary

By: UNICOA REALTY CORPORATION

By: [Signature]
Vice President
Joint Venturer
and Attorney-in-fact

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this _____ day of 1974, before me, a Notary Public of the State aforesaid, personally appeared _____ and _____, General Partners of R. GORDON MATHEWS AND ASSOCIATES, a General Partnership 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 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.

WITNESS, my hand and Notarial Seal.

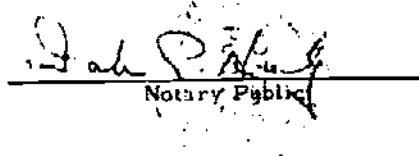


My Commission Expires: 7/1/74

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY, That on this _____ day of 1974, before me, a Notary Public of the State aforesaid, personally appeared Craig M. Penrith, Vice President of UNICOA HEALTY CORPORATION, a body corporate, and one of the Joint Venturers of CROSS FOX APARTMENT VENTURE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Master Deed, and who, in my presence, signed and sealed the same and acknowledged that they 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 himself as Vice President.

WITNESS my hand and Notarial Seal.

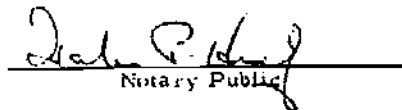


My Commission Expires: 7/1/74

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY, That 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 be 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 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: 7/1/74

LIBERO688 FOLIO371

First
Schedule A - Amendment to Master Deed

<u>Building</u>	<u>Unit</u>	<u>Type of Garden Unit</u>	
Building 1	Townhouses		
Building 2 10570	A-1	1B	
	A-2	2B	
	B-1	1A	
	B-2	2A	
	C-1	1B	
	C-2	2B	
	D-1	1A	
	D-2	2A	
	E-1	1B	
	E-2	2B	
	F-1	1A	
	F-2	2A	
	10572	A-1	2B
		A-2	1B
B-1		2A	
B-2		1A	
C-1		2B	
C-2		1B	
D-1		2A	
D-2		1A	
E-1		2B	
E-2		1B	
F-1		2A	
F-2		1A	
Building 3 10564		A-1	1B
		A-2	2B
	B-1	1A	
	B-2	2A	
	C-1	1B	
	C-2	2B	
	D-1	1A	
	D-2	2A	
	E-1	1B	
	E-2	2B	
	F-1	1A	
	F-2	2A	
	10566	A-1	2B
		A-2	1B
B-1		2A	
B-2		1A	
C-1		2B	
C-2		1B	
D-1		2A	
D-2		1A	
E-1		2B	
E-2		1B	
F-1		2A	
F-2		1A	
Building 4		Townhouse	
Building 5 10594		A-1	1B
	A-2	2B	
	B-1	1A	
	B-2	2A	
	C-1	1B	
	C-2	2B	
	D-1	1A	
	D-2	2A	
	E-1	1B	
	E-2	2B	
	F-1	1A	
	F-2	2A	

First LIBER 0668 FOLIO 372
 Schedule A -/Amendment to Master Deed

<u>Building</u>	<u>Unit</u>	<u>Type of Garden Unit</u>	
Building 5 10596 (cont.)	A-1	2B	
	A-2	1B	
	D-1	2A	
	B-2	1A	
	C-1	2B	
	C-2	1B	
	D-1	2A	
	D-2	1A	
	E-1	2B	
	E-2	1B	
	F-1	2A	
	F-2	1A	
	Building 9 10528	A-1	1B
A-2		2B	
B-1		1A	
B-2		2A	
C-1		1B	
C-2		2B	
D-1		1A	
D-2		2A	
E-1		1B	
E-2		2B	
F-1		1A	
F-2		2A	
10530		A-1	2B
		A-2	1B
		B-1	2A
		B-2	1A
	C-1	2B	
	C-2	1B	
	D-1	2A	
	D-2	1A	
	E-1	2B	
	E-2	1B	
	F-1	2A	
	F-2	1A	
	Building 10 10534	A-1	1B
		A-2	2B
		B-1	1A
		B-2	2A
C-1		1B	
C-2		2B	
D-1		1A	
D-2		2A	
E-1		1B	
E-2		2B	
F-1		1A	
F-2		2A	
10536		A-1	2B
		A-2	1B
		B-1	2A
		B-2	1A
	C-1	2B	
	C-2	1B	
	D-1	2A	
	D-2	1A	
	E-1	2B	
	E-2	1B	
	F-1	2A	
	F-2	1A	
	Building 11	Townhouses	
	Building 12	Townhouses	

Print
Schedule A - Amendment to Master Deed

<u>Building</u>	<u>Unit</u>	<u>Type of Garden Unit</u>
Building 13 10576	A-1	2B
	A-2	1B
	B-1	2A
	B-2	1A
	C-1	2B
	C-2	1B
	D-1	2A
	D-2	1A
	E-1	2B
	E-2	1B
	F-1	2A
	F-2	1A
10578	A-1	2B
	A-2	1B
	B-1	2A
	B-2	1A
	C-1	2B
	C-2	1B
	D-1	2A
	D-2	1A
	E-1	2B
	E-2	1B
	F-1	2A
	F-2	1A
10580	A-1	1B
	A-2	2B
	B-1	1A
	B-2	2A
	C-1	1B
	C-2	2B
	D-1	1A
	D-2	2A
	E-1	1B
	E-2	2B
	F-1	1A
	F-2	2A

Amended to Atlantic Title Co

LIBER0677 FOLIO725

THIS MASTER DEED, made and entered into in the County of Howard, State of Maryland, this 23 day of April, 1974, by R. GORDON MATHEWS AND ASSOCIATES, a General Partnership and UNICOA REALTY CORPORATION, a Delaware corporation duly authorized to transact business in the State of Maryland, trading as the Cross Fox Apartment Venture, hereinafter and in the Exhibits hereto sometimes called the "Grantor";

WHEREAS, the Grantor is the owner in fee simple of that certain lot of ground being known and designated as Lot 11 (5.981 acres more or less), as shown on Plat entitled, "Columbia, Village of Harper's Choice, Section 3, Area 2, Sheet 4 of 6". The plat is recorded among the Land Records of Howard County in Plat Book No. WHH 13 Folio 87 located in the County of Howard, State of Maryland, hereinafter sometimes referred to as the "Property"; and

WHEREAS, the Grantor is the owner of certain townhouses, apartments and other improvements heretofore constructed upon the aforesaid premises, which property is intended to constitute a "Horizontal Property Regime" pursuant to Article 21, Title XI, of the Annotated Code of Maryland and it is the desire and intention of the Grantor to divide said property and the improvements thereon into condominium units to sell and convey the same together with the existing and future rights, titles, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverts, obligations, easements, equitable servitudes, charges and liens, all as hereinafter set forth, each of which is for the benefit of and is binding upon said Property, the subsequent owners and mortgagees' therefore; and

WHEREAS, prior to the recordation hereof, namely on the 23 day of April, 1974, the Grantor has filed for record in the office of the Clerk of Court for the Circuit Court for Howard County, Maryland, a certain "Plat of Condominium Subdivision - Condominium of Cross Fox" hereinafter referred to as the "Record Plat" which Record Plat, consisting of 19 sheets is recorded in Condominium Plat Book at 26 plat 83-101, et seq., and

WHEREAS, the Grantor desires and intends by the recordation of this Master Deed and the aforementioned Record Plat to submit the "Property", together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of Article 21, Title XI, of the Annotated Code of Maryland as a Horizontal Property Regime, to be known as "Cross Fox Condominium".

NOW, THEREFORE, the Grantor hereby declares that the property herein described is submitted to the Horizontal Property Regime herein established and as provided for by the Horizontal Property Act pursuant to Article 21, Title XI, of the Maryland Code as now in effect and as amended from time to time, hereinafter referred to as the "Condominium Project", and the Grantor also reserves the irrevocable right for a period of seven (7) years after the date hereof to add to said Horizontal Property Regime all or part of the units which are constructed and as are hereinafter more fully set forth

In Article VII hereof. The Condominium Project hereby submitted being known and designated as Lot 11 (5.981 acres more or less) as shown on Plat entitled "Columbia, Village of Harper's Choice, Section 3, Area 2, Sheet 4 of 6", said plat being recorded among the Land Records of Howard County in Plat Book No. WHH 13, Folio 87, respectively, located in the County of Howard, State of Maryland, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered, together with the existing and future rights, titles, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverts, obligations, easements, equitable servitudes, charges and liens, hereinafter sometimes referred to as "covenants and restrictions" including but not limited to the following deeds, agreements and declarations:

(a) provisions contained in an instrument entitled, "Deed, Agreement and Declaration" dated December 13, 1966 and recorded among the Land Records of Howard County in Liber WHH No. 463, Folio 158, between The Columbia Park and Recreation Association, Inc., and C. Aileen Ames, subjecting these lots among other things to the levy, assessment and payment of an annual maintenance charge.

(b) a certain Deed of Easement dated December 11, 1968 and recorded as aforesaid in Liber CMP No. 501, Folio 1, between The Howard Research and Development Corporation and Columbia Newtown, Incorporated, granting unto the latter an easement for underground wires, cables, etc., in the beds of streets and roads, together with all necessary and proper additional easement rights over adjoining property as may be necessary to create, install, maintain, operate, repair and replace for all proper purposes, a communication system as in said deed of easement is more particularly identified.

(c) provisions relating to an annual charge for electric service set forth in Deed dated February 4, 1969 and recorded among the Land Records aforesaid in Liber CMP No. 504, folio 28, from The Howard Research and Development Corporation, et al, to Cross Fox Apartment Venture.

(d) Deed and Agreement dated July 16, 1970 and recorded among the Land Records aforesaid in Liber CMP No. 543, Folio 408, between Cross Fox Apartment Venture and Howard County, Maryland, re: sewers.

(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 Corporation and C. Aileen Ames, et al., as extended by Declaration of Annexation dated January 6, 1969 and recorded in Liber CMP No. 502, Folio 394 by The Howard Research and Development Corporation.

(f) a certain ten (10) foot storm drain easement as shown on the aforesaid plat recorded in Plat Book WHH No. 13, Folio 87.

(g) a certain Deed of Easement dated October 29, 1968 and recorded as aforesaid in Liber CMP No. 498, Folio 650 between The Howard Research and Development Corporation and the Howard County Metropolitan Commission, granting unto the latter an easement for water and sewer mains, etc., in the right of way 15 feet and 20 feet wide.

ARTICLE I

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

(a) "unit" or "condominium unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories provided, always, that any such unit has direct exit to a thoroughfare or public road or to a common element leading to a thoroughfare or public road. The lower vertical boundary of any such condominium unit, is a horizontal plane, the elevation of which coincides with the upper surface of the unfinished subfloor thereof and the upper vertical boundary is a horizontal plane, the elevation of which coincides with the elevation of the lower surface of the joists supporting the floor above, or in the case of third floor units or townhouse units, the elevation of the lower surface of the joists supporting the roof. The lateral or peri-metrical boundaries of any such condominium unit are the interior surfaces of the exterior or main walls and included within the lateral boundaries of each unit are the dry walls, windows and doors thereof. In the case of any unit located in those certain garden apartment buildings, building numbers 2, 3 and 5, and as shown on the Record Plat, the unit shall also include the enclosed patio balcony (Florida Room) the lower vertical boundary of which coincides with the elevation of the upper surface of the concrete slab, the upper vertical boundary of which coincides with the surface of the bottom of the concrete slab, the lateral or peri-metrical boundaries of which are the exterior surfaces of the brick walls and/or the door jams whichever is the case. Mechanical equipment and appurtenances located within any unit and designed to serve only that unit, such as furnaces, appliances, fixtures and the like, shall be considered a part of the condominium unit.

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

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

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

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

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

(g) "Grantor" means Developer or that person who undertakes to develop a real estate condominium project.

(h) "record" means to record pursuant to the laws of this State and the affected political subdivision related to the recording of deeds and plats.

(i) "Cross Fox Condominium, Section 2" means all that land known as Lot No. 1, as shown on a plat entitled "Columbia, Village of Wilde Lake, Lots 1 and 2, Section 10, Area 3, Sheet 1 of 1", consisting of 3.604 acres more or less, which plat is recorded among the Land Records of Howard County in Plat Book WHH No. 13, Folio 73, and all improvements located thereon consisting of those buildings containing 56 units, and all appurtenances located on said property.

(j) "Cross Fox Condominium, Section 3" means all that land known as Lot No. 1, as shown on a plat entitled "Columbia, Village of Wilde Lake, Section 10, Area 2, Sheet 1 of 1", consisting of 6.616 acres more or less, which plat is recorded among the Land Records of Howard County in Plat Book WHH No. 13, Folio 71, and improvements located thereon consisting of those buildings containing 100 units, and all appurtenances located on said property.

(k) "Cross Fox Condominium, Sections 2 and 3" means all of the property described in subparagraphs (i) and (j) hereof and all of those buildings containing 156 units and all appurtenances located on said properties.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Master Deed is located in the County of Howard, State of Maryland, and is that certain lot of ground being known and designated as Lot II as shown on Plat entitled, "Columbia, Village of Harper's Choice, Section 3, Area 2, Sheet 4 of 6" (5.981 acres more or less). The plat is recorded among the Land Records of Howard County in Plat Book No. WHH 13, Folio 87.

Section 2. Property That May Be Subjected to This Horizontal Property Regime. The land owned by the Grantor which may in the future be submitted to the Condominium form of ownership as part of Cross Fox Condominium to be known as Cross Fox Condominium, Section 2, is described as follows: being known and designated as Lot No. 1, (3.604 acres more or less) as shown on a plat entitled, "Columbia, Village of Wilde Lake, Lots 1 and 2, Section 10, Area 3, Sheet 1 of 1", which Plat is recorded among the Land Records of Howard County in Plat Book WHH No. 13, Folio 73.

The land owned by the Grantor which may be in the future submitted to the Condominium form of ownership as part of Cross Fox Condominium to be known as Cross Fox Condominium, Section 3, is described as follows: being known and designated as Lot No. 1, (6.616 acres, more or less) as shown on a Plat entitled "Columbia, Village of Wilde Lake, Section 10, Area 2, Sheet 1 of 1", which Plat is recorded among the Land Records of Howard County in Plat Book WHH No. 13, Folio 71.

The land owned by the Grantor which may in the future be submitted to the Condominium form of ownership as part of Cross Fox Condominium to be known as Cross Fox Condominium, Sections 2 and 3, is described as follows: Being known and designated as Lot No. 1, as shown on a plat entitled "Columbia, Village of Wilde Lake, Lots 1 and 2, Section 10, Area 3, Sheet 1 of 1", consisting of 3.604 acres more or less, which plat is recorded among the Land Records of Howard County in Plat Book WHH No. 13, Folio 73, and being known and designated as Lot No. 1, as shown on a plat entitled "Columbia, Village of Wilde Lake, Section 10, Area 2, Sheet 1 of 1", consisting of 6.616 acres, more or less, which plat is recorded among the Land Records of Howard County in Plat Book WHH No. 13, Folio 71.

Section 3. General Description of the Buildings.

(a) The buildings located on the property are generally described as follows:

(1) Garden apartment building. This is a two and one-half story structure with brick veneer containing apartment units, laundry, storage and maintenance rooms located off of common stairwells.

(2) Townhouse building. This is a two-story frame building containing townhouse units.

(b) In the event that the Grantor, its successors and assigns, elects to include within this condominium the two sections known as Cross Fox Condominium, Section 2 and Cross Fox Condominium, Section 3, the buildings will be exactly like the ones described in subparagraph (a) above.

Section 4. The Name of the Condominium. This Condominium shall be known as "Cross Fox Condominium".

Section 5. The Condominium Units. The general description and number of each condominium unit, including its area, location and such other data as may be necessary or appropriated for its identification, is set forth on the Record Plat, which Record Plat is incorporated herein and by this reference made a part hereof.

The condominium units are further generally described as follows:

(a) one bedroom unit - this unit consists of combination living room-dining room, kitchen, one bedroom, enclosed patio-balcony (Florida room), full bath and closets, and fireplace, exterior framing and hearth.

(b) two bedroom unit - this unit consists of combination living room-dining room, kitchen, two bedrooms, enclosed patio-den (Florida room), one and one-half baths, and closets, and fireplace, exterior framing and hearth.

(c) townhouse unit - this unit consists of a living room, dining room, kitchen, three bedrooms and two and one-half baths, and closets.

(d) Each unit is further described by that space which is more particularly described in Article I, Section 1 (a) of this Master Deed.

ARTICLE III

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

(a) the property described in Article II, Section 1 hereof; and

(b) the foundations, bearing walls, perimeter walls, main walls, roofs, chimneys, halls, columns, girders, beams, supports, corridors, screens, stairways, and entrance and exit or communication ways; and

(c) the roofs, open space roadways, parking areas not designated as limited common elements, and playground areas, except as otherwise provided; and

(d) the compartments or installations of central services such as power, light, gas, hot and cold water, utilities, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables and wire outlets and other utility lines; and

(e) general trash areas and the like, if any, and, in general, all devices or installations existing for common use; and

(f) the premises designated on the Record Plats for the storage and maintenance of equipment, if any; and

(g) all other elements of the condominium project rationally of common use or necessary to its existence, upkeep and safety.

Section 2. Limited Common Elements. The limited common elements include those designated as such on the Record Plat and such other as are agreed upon by a majority of the co-owners to be reserved for the exclusive use of a certain number of condominium units to the exclusion of other condominium units, such as sanitary services common to the condominium units of a particular floor, and the like. All areas designated or shown on the Record Plat as a patio, for the townhouse units, flower garden, balcony for the townhouse units, trash room, storage room, storage lockers, a mechanical room adjacent to the balcony of each unit, meter room, stoops, stairways, entrance ways, or the like and designated thereon as limited common elements, are reserved for the exclusive use of the owners of the condominium unit or units to which they serve or are adjacent to or which they are declared to be appurtenant by appropriate designation of the Record Plat.

Section 3. Contribution. Each co-owner, in proportion to his percentage interest factor, shall contribute toward payment of the common expenses and no co-owner shall be exempt from contributing toward said common expenses either by waiver of the use of enjoyment of the common elements, or any of them, or by the abandonment of his condominium unit. The contribution of each co-owner toward common expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws.

ARTICLE IV

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

Section 2. Individual Unit Deeds.

A. Future Interests. Each Deed to a Condominium Unit shall also be deemed to include therein a provision for a future fee estate to the undivided percentage interest in the common elements as set forth in the "Schedule of Percent of Common Ownership", Exhibit A, that Grantor has the option to add to the Condominium development, and to take effect in the event of each recording by the Grantor of "Cross Fox Condominium Section 2 Amendment", and/or "Cross Fox Condominium Section 3 Amendment" and/or the "Cross Fox Condominium Sections 2 and 3 Amendment" and within seven (7) years from the date hereof.

B. Reverter. Each Deed to a Condominium Unit shall also be deemed to include therein a provision for the Automatic Reverter To the Grantor by operation of law upon each recording by the Grantor of "Cross Fox Condominium Section 2 Amendment" and/or "Cross Fox Condominium Section 3 Amendment" and/or "Cross Fox Condominium Sections 2 and 3 Amendment" of the estate of any Grantee 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 amendment or amendments which exceeds the undivided interest in the total common elements appertaining to such unit by reason of such amendment or amendments.

C. Mortgages. The estate passing to any mortgagee upon the execution of a mortgage by any Grantee of any individual unit shall include and have the benefit of the future interest and be subject to the reverter as set forth in sub-paragraphs A and B hereof.

Section 3. Market Value. The "value" herein established for any condominium unit shall not fix the market value of the condominium unit and shall not prevent the owner of any condominium unit, including the Grantor, from establishing a different circumstantial value to such condominium unit in any act or contract. Any co-owner who shall acquire the absolute fee simple interest and title in and to adjacent condominium units shall have the right and privilege of consolidating said units, after first procuring written authorization from the Board of Directors, therefore, through removal, in whole or in part of any bearing partition wall separating the same and thereby acquiring the exclusive right to use and enjoy the space previously occupied by such wall. No consolidated unit, however, shall lose its identity, characteristics or percentage interest factor by consolidation; and for all purposes, the co-owner of consolidated units shall be deemed the owner of each such unit, severally, separately and independently.

ARTICLE V

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

Section 2. Encroachments. If any portion of the common elements now encroaches upon any condominium unit, or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the common elements, as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any condominium unit, and adjoining condominium unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or upon any portion of the common elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand. The conveyance or other disposition of a condominium unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this section without specific or particular reference to such easement.

Section 3. Easements. Each condominium unit shall be subject to an easement to the co-owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and other common elements located within or accessible only from any particular condominium unit and for support. Any parking space designated as a limited common element, if there be any, and reserved for exclusive use by the owner of a particular condominium unit shall be subject to an easement to the co-owners of all of the other condominium units for pedestrian ingress and egress to and from the building.

ARTICLE VI

Section 1. Termination and Waiver 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 shall in no way bar the simultaneous regrouping or merger into a subsequent constitution of the property into another horizontal property regime.

ARTICLE VII

Section 1. Additional Sections. The Grantor reserves the irrevocable right for a period of seven (7) years after the date hereof to add to said condominium the 156 units consisting of apartments, townhouses and common elements which are adjacent to the property and described as Lot No. 1, as shown on Plat entitled "Columbia, Village of Wilde Lake, Lots 1 and 2, Section 10, Area 3, Sheet 1 of 1" and Lot No. 1, as shown on Plat entitled, "Columbia, Village of Wilde Lake, Section 10, Area 2, Sheet 1 of 1" which consists of the land and units of the Cross Fox Apartment and Townhouse Project, such land being more particularly shown on Sheets 15 and 16 of the "Record Plat". Each owner of a condominium unit in the Cross Fox Condominium by acceptance of a Deed to such unit and each mortgagee of a mortgage on such or beneficiary and trustee of a deed of trust unit shall be deemed to have acquiesced in amendments of this Master Deed and Declaration, By-Laws and Plats for the purpose of adding additional units and common elements as set forth above and shall be deemed to have given the Grantor an irrevocable power of attorney coupled with an interest, to effectuate such amendments and to have agreed to and covenanted to execute such further documents, if any, as may be required by the Grantor to properly accomplish such amendments, if any question is raised with respect thereto. Such amendment or amendments shall be accomplished by the Grantor, its successors and assigns by recording among the Land Records and Plat Records of Howard County appropriate amendment or amendments to the Master Deed and By-Laws certifying that Section 2 and, if applicable, Section 3 have been erected in conformity with the plats, and by Grantor making the following declaration therein: "Grantor, by the recording of this Amendment automatically activates the conversion of the undivided percentage interest in and the extent of the common elements appertaining to each condominium unit in accordance with the Schedule of Percent of Common Ownership, Exhibit A, which percentage interest now becomes applicable to the additional common elements added hereby." Construction of the buildings in Section 2 shall be of equal quality as in Cross Fox Condominium including architecture, unit size and materials, however, the Grantor shall have no duty or obligation to add Section 2 or Section 3 to the Cross Fox Condominium and may sell or dispose of said land or use the same for some other purpose, including separate condominium or condominiums, in which event the power of attorney shall be deemed revoked and the possibilities of reverter established by the Deeds to the unit owners shall be deemed to be extinguished and the unit owners shall henceforth hold their interest in the common

elements free and clear of any condition precedent, to the end and intent that each co-owner shall hold the exclusive fee simple ownership of his unit and an undivided fee simple interest in the common elements, in accordance with the percentages set forth in the table of values hereinafter set out; and each condominium unit, together with the undivided interest in the common elements appurtenant thereto subject to the terms hereof may be conveyed, leased, encumbered, inherited or devised by Will, as though each unit were entirely independent of all other units and of the building in which the condominium units are located.

ARTICLE VIII

Section 1. Units Subject to Master Deed and By-Laws. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of the Horizontal Property Act, of this Master Deed and the By-Laws, as provided for in the By-Laws, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed and the By-Laws, as they may be amended from time to time, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE IX

Section 1. Amendment of Master Deed. Except as may otherwise be provided by the Horizontal Property Act, this Master Deed may be amended in the following manner:

(a) For so long as Grantor shall own all of the condominium units, Grantor shall have the sole right to amend this Master Deed, the aforementioned plat and the aforementioned Plan of the Buildings (including any amendments altering the percentage of ownership in common elements) which amendment need only be signed and acknowledged by Grantor and recorded among the Land Records of Howard County. Such amendment shall specifically refer to the recording data identifying the Master Deed.

(b) An amendment or amendments to this Master Deed, the aforementioned plat or the aforementioned Plan of the Building or Buildings may be proposed by the Board of Directors acting upon a vote of the majority of the Directors, or the unit owners owning a majority of votes of the condominium units in the Condominium (computed in accordance with the percentage interest factors hereinbefore set forth), whether meeting as the Council of Co-owners or by instrument in writing signed by them. Upon any amendment or amendments to this Master Deed being proposed by said Board of Directors or units owner, such proposed amendment or amendments shall be transmitted to the President of the Condominium, or other officer of the Condominium in the absence of the President, who shall thereupon call a special meeting of the Council of Co-owners for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each unit owner written or printed notice of such special meeting, stating

the time and place thereof, and reciting the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the unit owner at his post office address as it appears on the books of Condominium, the postage thereon prepaid. Any unit owner may, by written waiver of notice signed by such unit owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by two-thirds (2/3rds) affirmative vote (computed in accordance with the percentage interest factors hereinbefore set forth) of the unit owners unless otherwise provided by law. Thereupon, such amendment or amendments of this Master Deed shall be transcribed and certified by the President and Secretary for the Condominium as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Land Records of Howard County, Maryland, such amendment or amendments to specifically refer to the recording data identifying the Master Deed. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the Condominium shall be delivered to all of the unit owners and mailed to the mortgagees listed in the registry required to be maintained by Article 16, Section 1 of the By-Laws, by delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any unit owner shall be recognized if such unit owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Condominium or at prior to such meeting.

Anything in this subparagraph (b) to the contrary notwithstanding, no amendment to the Master Deed, 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 subparagraph (a) above or under the provisions of Article VII adding an additional section, unless the Grantor shall consent in writing in such amendment, nor shall the amendment to the Master Deed affect the rights of any first mortgagee, construction or permanent.

ARTICLE X

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

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

Section 2. Responsibility for Payment of Assessments. All assessments remaining unpaid as of the date of conveyance of a condominium unit shall become the personal obligation of the subsequent purchasers in addition to constituting a lien on such unit and by his acceptance of the deed of conveyance therefor, the grantee or grantees of such unit shall be deemed to have agreed to discharge all such unpaid assessments.

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

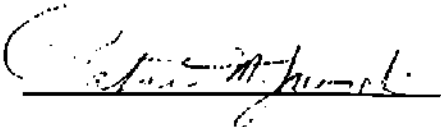
Section 4. Captions. The captions contained in this Master Deed are for convenience only and are not a part of this Master Deed and are not intended in any way to limit or enlarge the terms and provisions of this Master Deed.

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

WITNESS:

CROSS FOX APARTMENT VENTURE,
A Joint Venture

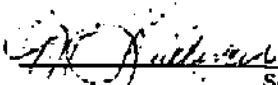
BY: R. GORDON MATHEWS AND ASSOCIATES
General Partnership




By: 
General Partner

By: 
General Partner
Joint Venturer

BY: UNICOA REALTY CORPORATION


Secretary

By: 
Vice President
Joint Venturer

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of April 1974, before me, a Notary Public of the City and State aforesaid, personally appeared R. Gordon Mathews and Howard E. Phillips General Partners of R. GORDON MATHEWS AND ASSOCIATES, a General Partnership 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 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.



WITNESS, my hand and Notarial Seal

[Signature]
Notary Public

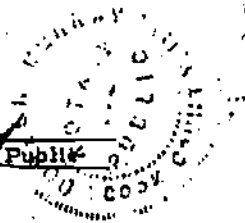
My Commission Expires: July 1, 1977

STATE OF ILLINOIS, COUNTY OF COOK , TO WIT:

I HEREBY CERTIFY, That on this 28 day of March 1974, before me, 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 Venturers of CROSS FOX APARTMENT VENTURE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Master Deed, and who, in my presence, 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 name of the corporation by himself as Vice President.


WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: Nov 9, 1977

The undersigned substitute Trustees, under two certain Deeds of Trust one dated February 4, 1969 and recorded in Liber CMP No. 504 at folio 31 and the other dated July 26, 1972 and recorded in Liber 602 at folio 152 among the Land Records for Howard County, Maryland and under a certain Consolidation and Modification Agreement dated July 26, 1972 and recorded in Liber CMP 602 at folio 158 among the Land Records for Howard County, Maryland hereby consent to the within Master Deed.




Substitute Trustee -- Thomas H. Maloney (SEAL)




Substitute Trustee -- Richard J. Ruzich (SEAL)

The undersigned Trustees under a certain Deed of Trust dated January 17, 1974 and recorded in Liber 0667 at folio 224 among the Land Records for Howard County hereby consent to the within Master Deed.



Trustee -- George J. Sybert (SEAL)



Trustee -- John P. Healy (SEAL)

Exhibit A

Master Deed

Percent of Common Ownership-Cross Fox Condominiums

Unit Designation (Building 1)	Section 1		If Section 1 & 2		If Section 1 & 3		If Section 1, 2 & 3		
	Value	Interest *	Value	Interest *	Value	Interest *	Value	Interest *	
10840	\$42,500	.019945	\$35,500	.008828	\$44,000	.008904	\$39,300	.006157	
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	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10848	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10850	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10852	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10854	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
<u>Building 2)</u>									
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	.003963
	B-1	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	B-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	17,800	.008353	22,500	.005595	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	.008353	22,500	.005595	17,000	.003440	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	28,300	.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
	O-1	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
	O-2	17,800	.008353	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
	F-2	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
<u>Building 3)</u>									
10564	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	.003963
	B-1	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	B-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	17,800	.008353	22,500	.005595	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	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	F-2	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
10566	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	28,300	.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
	D-1	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
	D-2	17,800	.008353	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
	F-2	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117

Percent of Common Ownership - Cross Tax Condominiums

LIBERO 677 FOLIO 740

Unit Designation (Building 4)	Section 1		If Section 1 & 2		If Section 1 & 3		If Section 1, 2 & 3		
	Value	Interest *	Value	Interest *	Value	Interest *	Value	Interest *	
10576	\$42,500	.019945	\$35,500	.008828	\$44,000	.008904	\$39,300	.006157	
10570	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10580	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10584	42,600	.019969	35,600	.008860	44,100	.008927	39,400	.006235	
10586	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
10588	42,600	.019969	35,600	.008860	44,100	.008927	39,400	.006235	
10582	42,500	.019945	35,500	.008828	44,000	.008904	39,300	.006157	
(Building 5)									
10594	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	.003963
	B-1	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	B-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	17,800	.008353	22,500	.005595	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	.008353	22,500	.005595	17,000	.003440	19,900	.003117
	F-2	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
10596	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	28,300	.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
	D-1	22,500	.010559	28,300	.007037	28,300	.005727	25,300	.003963
	D-2	17,800	.008353	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
	F-2	17,800	.008353	22,500	.005595	17,000	.003440	19,900	.003117
(Building #6)									
10547	A-1			\$22,500	.005595			\$19,900	.003117
	A-2			28,300	.007037			25,300	.003963
	B-1			22,500	.005595			19,900	.003117
	B-2			28,300	.007037			25,300	.003963
	C-1			22,500	.005595			19,900	.003117
	C-2			28,300	.007037			25,300	.003963
	D-1			22,500	.005595			19,900	.003117
	D-2			28,300	.007037			25,300	.003963
	E-1			22,500	.005595			19,900	.003117
	E-2			28,300	.007037			25,300	.003963
	F-1			22,500	.005595			19,900	.003117
	F-2			28,300	.007037			25,300	.003963
10549	A-1			28,300	.007037			25,300	.003963
	A-2			22,500	.005595			19,900	.003117
	B-1			28,300	.007037			25,300	.003963
	D-2			22,500	.005595			19,900	.003117
	C-1			28,300	.007037			25,300	.003963
	C-2			22,500	.005595			19,900	.003117
	D-1			28,300	.007037			25,300	.003963
	D-2			22,500	.005595			19,900	.003117
	E-1			20,300	.007037			25,300	.003963
	E-2			22,500	.005595			19,900	.003117
	F-1			28,300	.007037			25,300	.003963
	F-2			22,500	.005595			19,900	.003117
10551	A-1			28,300	.007037			25,300	.003963
	A-2			22,500	.005595			19,900	.003117
	B-1			28,300	.007037			25,300	.003963
	B-2			22,500	.005595			19,900	.003117
	C-1			28,300	.007037			25,300	.003963
	C-2			22,500	.005595			19,900	.003117
	D-1			28,300	.007037			25,300	.003963
	D-2			22,500	.005595			19,900	.003117
	E-1			28,300	.007037			25,300	.003963
	E-2			22,500	.005595			19,900	.003117
	F-1			28,300	.007037			25,300	.003963
	F-2			22,500	.005595			19,900	.003117

Percent of Common Ownership-Cross Fox Condominiums

LIBER0677 FOLIO741

Unit Designation (Building 7)	Section 1	If Section 1 & 2	If Section 1 & 3	If Section 1, 2 & 3		
Value	Interest *	Value	Interest	Value	Interest *	
10575		\$35,500	.008828	\$39,300	.006157	
10577		35,500	.008828	39,300	.006157	
10579		35,500	.008828	39,300	.006157	
10581		35,500	.008828	39,300	.006157	
10583		35,500	.008828	39,300	.006157	
10585		35,500	.008828	39,300	.006157	
10587		35,500	.008828	39,300	.006157	
10589		35,500	.008828	39,300	.006157	
10591		35,500	.008828	39,300	.006157	
10593		35,500	.008828	39,300	.006157	
10595		35,500	.008828	39,300	.006157	
10597		35,500	.008828	39,300	.006157	
<u>(Building 8)</u>						
10557		\$35,500	.008828	\$39,300	.006157	
10559		35,500	.008828	39,300	.006157	
10561		35,500	.008828	39,300	.006157	
10563		35,500	.008828	39,300	.006157	
10565		35,500	.008828	39,300	.006157	
10567		35,500	.008828	39,300	.006157	
10569		35,500	.008828	39,300	.006157	
10571		35,500	.008828	39,300	.006157	
<u>(Building 9)</u>						
10528	A-1		\$17,000	.003440	\$19,900	.003117
	A-2		28,300	.005727	25,300	.003963
	B-1		17,000	.003440	19,900	.003117
	B-2		28,300	.005727	25,300	.003963
	C-1		17,000	.003440	19,900	.003117
	C-2		28,300	.005727	25,300	.003963
	D-1		17,000	.003440	19,900	.003117
	D-2		28,300	.005727	25,300	.003963
	E-1		17,000	.003440	19,900	.003117
	E-2		28,300	.005727	25,300	.003963
	F-1		17,000	.003440	19,900	.003117
	F-2		28,300	.005727	25,300	.003963
10530	A-1		28,300	.005727	25,300	.003963
	A-2		17,000	.003440	19,900	.003117
	B-1		28,300	.005727	25,300	.003963
	B-2		17,000	.003440	19,900	.003117
	C-1		28,300	.005727	25,300	.003963
	C-2		17,000	.003440	19,900	.003117
	D-1		28,300	.005727	25,300	.003963
	D-2		17,000	.003440	19,900	.003117
	E-1		28,300	.005727	25,300	.003963
	E-2		17,000	.003440	19,900	.003117
	F-1		28,300	.005727	25,300	.003963
	F-2		17,000	.003440	19,900	.003117
<u>(Building 10)</u>						
10534	A-1		\$17,000	.003440	\$19,900	.003117
	A-2		28,300	.005727	25,300	.003963
	B-1		17,000	.003440	19,900	.003117
	B-2		28,300	.005727	25,300	.003963
	C-1		17,000	.003440	19,900	.003117
	C-2		28,300	.005727	25,300	.003963
	D-1		17,000	.003440	19,900	.003117
	D-2		28,300	.005727	25,300	.003963
	E-1		17,000	.003440	19,900	.003117
	E-2		28,300	.005727	25,300	.003963
	F-1		17,000	.003440	19,900	.003117
	F-2		28,300	.005727	25,300	.003963

Percent of Common Ownership--Cross Fox Condominium

LIBER0677 FOLIO742

Unit Designation (Building 10) Cont.	Section 1		If Section 1 & 2		If Section 1 & 3		If Section 1, 2 & 3	
	Value	Interest*	Value	Interest*	Value	Interest*	Value	Interest*
10534 A-1			\$28,300	.005727	\$25,300	.003963		
A-2			17,000	.003440	19,900	.003117		
B-1			28,300	.005727	25,300	.003963		
B-2			17,000	.003440	19,900	.003117		
C-1			28,300	.005727	25,300	.003963		
C-2			17,000	.003440	19,900	.003117		
D-1			28,300	.005727	25,300	.003963		
D-2			17,000	.003440	19,900	.003117		
E-1			28,300	.005727	25,300	.003963		
E-2			17,000	.003440	19,900	.003117		
F-1			28,300	.005727	25,300	.003963		
F-2			17,000	.003440	19,900	.003117		
<u>(Building 11)</u>								
10540			\$44,000	.008904	\$39,300	.006157		
10542			44,000	.008904	39,300	.006157		
10544			44,000	.008904	39,300	.006157		
10546			44,000	.008904	39,300	.006157		
10548			44,000	.008904	39,300	.006157		
10550			44,000	.008904	39,300	.006157		
10552			44,000	.008904	39,300	.006157		
10554			44,000	.008904	39,300	.006157		
<u>(Building 12)</u>								
10558			\$44,000	.008904	\$39,300	.006157		
10560			44,000	.008904	39,300	.006157		
10562			44,000	.008904	39,300	.006157		
10564			44,000	.008904	39,300	.006157		
10566			44,000	.008904	39,300	.006157		
10568			44,000	.008904	39,300	.006157		
10570			44,000	.008904	39,300	.006157		
10572			44,000	.008904	39,300	.006157		
<u>(Building 13)</u>								
10576 A-1			\$28,300	.005727	\$25,300	.003963		
A-2			17,000	.003440	19,900	.003117		
B-1			28,300	.005727	25,300	.003963		
B-2			17,000	.003440	19,900	.003117		
C-1			28,300	.005727	25,300	.003963		
C-2			17,000	.003440	19,490	.003117		
D-1			28,300	.005727	25,300	.003963		
D-2			17,000	.003440	19,490	.003117		
E-1			28,300	.005727	25,300	.003963		
E-2			17,000	.003440	19,490	.003117		
F-1			28,300	.005727	25,300	.003963		
F-2			17,000	.003440	19,490	.003117		
10578 A-1			28,300	.005727	25,300	.003963		
A-2			17,000	.003440	19,490	.003117		
B-1			28,300	.005727	25,300	.003963		
B-2			17,000	.003440	19,490	.003117		
C-1			28,300	.005727	25,300	.003963		
C-2			17,000	.003440	19,490	.003117		
D-1			28,300	.005727	25,300	.003963		
D-2			17,000	.003440	19,490	.003117		
E-1			28,300	.005727	25,300	.003963		
E-2			17,000	.003440	19,490	.003117		
F-1			28,300	.005727	25,300	.003963		
F-2			17,000	.003440	19,490	.003117		

Percent of Common Ownership-Cross Fox Condominiums

LIBER0677 FOLIO743

Unit Designation (Building 13) (cont)	Section 1		If Section 1 & 2		If Section 1 & 3		If Section 1, 2 & 3	
	Value	Interest *	Value	Interest *	Value	Interest *	Value	Interest *
10580 A-1					\$17,000	.003440	\$19,490	.003117
A-2					28,300	.005727	25,300	.003963
B-1					17,000	.003440	19,490	.003117
B-2					26,300	.005727	25,300	.003963
C-1					17,000	.003440	19,490	.003117
C-2					28,300	.005727	25,300	.003963
D-1					17,000	.003440	19,490	.003117
D-2					28,300	.005727	25,300	.003963
E-1					17,000	.003440	19,490	.003117
E-2					28,300	.005727	25,300	.003963
F-1					17,000	.003440	19,490	.003117
F-2					28,300	.005727	25,300	.003963
	<u>Total Value Sect. 1</u>	<u>100%</u>	<u>Total Value Sect. 1-2</u>	<u>100%</u>	<u>Total Value Sect. 1-3</u>	<u>100%</u>	<u>Total Value Sect. 1-2-3</u>	<u>100%</u>
	<u>\$2,130,800</u>		<u>\$4,021,200</u>		<u>\$4,941,400</u>		<u>\$6,382,800</u>	

* Interest in common elements

FOURTH AMENDMENT TO MASTER DEED

0001

Made this 15th day of January, 2011, by the Cross Fox 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, Folio 744, has authority to enforce that Master Deed recorded in the Land Records of Howard County at Liber 677, Folio 725, and which is hereinafter 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 error; and

WHEREAS, Exhibit A 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 Exhibit A and Exhibit B to the Second Amendment to Master Deed recorded in the Land Records 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 Twin Rivers Road, both in terms of 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 at 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), attached as Exhibit A hereto.

NOW, WHEREFORE, THIS FOURTH AMENDMENT TO THE MASTER DEED, WITNESSETH:

1. Exhibit A to the original Master Deed and any amendment thereto, is hereby amended to include the property listed on Exhibit C attached hereto.
2. The Master Deed is hereby ratified and confirmed by the Board to be binding upon the whole of the properties within the control of Cross Fox Condominium, Inc., including the property listed on Exhibit C hereto.

IN WITNESS WHEREOF, 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:

Witness:

[Signature]

Cross Fox Condominium
A Maryland Corporation

By: ELLIOTT M. SIMONS

[Signature]

(signature)

President, Board of Directors

Title

STATE OF MARYLAND) TO WIT:
COUNTY OF Howard)

I HEREBY CERTIFY that on this 20th day of January, 2011, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elliott Simons and authorized by the Cross Fox Condominium, Inc., to execute the above instrument and acknowledged the same to be their true act.

WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]

NOTARY PUBLIC

My Commission Expires May 16, 2011



KEANA BROWN
Notary Public, State of Maryland
Prince George's County
My Commission Expires May 16, 2011

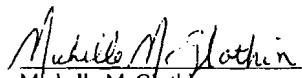
Exhibit A

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

I, Michelle McGlothlin, the duly authorize Agent of the Board of Directors of the Cross Fox Condominiums, do swear under oath as follows:

- 1. That I am at least 18 years of age and competent to testify.
- 2. That I caused to be mailed to all the unit owners within the Cross Fox Condominiums, and copy of the foregoing Fourth Amendment to Master Dced, 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).
- 3. That such amendment was necessary to correct a typographical error in the Master Dced 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.


 Michelle McGlothlin

STATE OF MARYLAND) TO WIT:
 COUNTY OF Howard)

I HEREBY CERTIFY that on this 20th day of January, 2011, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michelle McGlothlin and authorized by the Cross Fox Condominium, Inc., to execute the above instrument and acknowledged the same to be their true act.

WITNESS my hand and Notarial Seal the day and year last above written.


 NOTARY PUBLIC

My Commission Expires May 16, 2011

LIBER | 3052 FOLIO 329

Exhibit C

Fourth Amendment to Master Deed

<u>Unit Designation</u>	<u>Interest</u>
10590 Twin Rivers Road	.006157

RECORDED
INDEXED
LIBRARY
MAY 11 2011
11 11 AM
CLERK OF COURTS
HARRIS COUNTY, TEXAS