

CONDOMINIUM MASTER DEED

THIS CONDOMINIUM MASTER DEED is made this 27<sup>th</sup> day of October, 1971, by THE VILLAGE OF CROSS KEYS, INCORPORATED, a Maryland corporation, having its principal office in Baltimore City, Maryland, herein called the Grantor, pursuant to the provisions of Article 21, Sections 117A, et seq., of the Annotated Code of Maryland (1970 Cumulative Supplement).

FIRST

The Grantor, pursuant to the aforesaid provisions of the Annotated Code of Maryland, does hereby expressly declare its desire to, and does hereby, submit the property hereinbelow described to the regime established pursuant to such provisions, and there is hereby established a horizontal property regime as therein provided, to be known as the "Cross Keys Condominium No. 1". The said horizontal property regime is established with respect to the Grantor's fee simple interest in its property, located in Baltimore City, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the easterly right of way of Jones Falls Expressway, of variable width, said point being on the North 00°11'58" West, 614.89 foot line of the "Subdivision Plat of Village of Cross Keys", dated July 31, 1963 and recorded among the Land Records of Baltimore City in Pocket Folder J.F.C. No. 1749 on August 20, 1963; said point being 101.50 feet from the northerly end of said line; thence binding reversely on said line and on said easterly right of way of Jones Falls Expressway and on the outline of the aforementioned Plat, (1) South 00°11'58" East, 30.26 feet; thence leaving said easterly right of way of Jones Falls Expressway and running for lines of division through the aforementioned Plat the following nineteen courses and distances, (2) North 82°20'10" East, 98.41 feet; (3) South 07°39'50" East, 288.69 feet; (4) South 23°06'20" East, 86.51 feet; (5) North 80°59'58" East, 139.0 feet; (6) North 07°39'50" West, 7.23 feet; (7) North 80°59'58" East, 331.58 feet; (8) North 66°38'55" East, 270.00 feet; (9) South 16°17'40" East, 18.00 feet; (10) North 73°42'20" East, 61.19 feet; (11) North 15°36'10" West, 17.50 feet; (12) North 17°28'34" East, 52.58 feet; (13) North 16°17'39" West, 68.43 feet; (14) North 20°09'01" East, 130.00 feet; (15) North 03°26'20" West, 26.81 feet; (16) North 16°17'40" West, 204.30 feet; (17) South 73°42'20" West, 316.37 feet; (18) South 16°17'40" East, 45.08 feet; (19) South 73°42'20" West, 431.64 feet; (20) South 82°20'10" West, 219.97 feet to the point of BEGINNING.

REAL PROPERTY TAXES PAID ( DEPT. OF FINANCE CITY OF BALTIMORE

TRANSFER TAX REQUIRED CHARLES L. STON DIRECTOR OF FINANCE PER AUTHORIZED SIGNATURE

4778

Containing 8.5830 acres of land, more or less.

BEING a part of the same property, which by deed dated December 13, 1961, and recorded among the Land Records of Baltimore City, Maryland in Liber J.F.C. No. 197, folio 65, was granted and conveyed by Baltimore Country Club of Baltimore City unto the Grantor herein (then called Community Research and Development Apartments, Inc.); and a part of the same property which, by Deed of Trust dated October 23, 1963, and recorded among said Land Records in Liber J.F.C. No. 1582, folio 4, and Supplemental Deed of Trust dated June 30, 1964, and recorded among said Land Records in Liber J.F.C. No. 1728, folio 407, was conveyed for security purposes to King Upton and Charles T. Albert, Trustees, to secure a Note of The Village of Cross Keys, Incorporated.

TOGETHER WITH all the rights, privileges and powers of a Lot Owner under and pursuant to Deed of Declaration and Agreement dated September 25, 1970, recorded among the Land Records of Baltimore City in Liber RHB 2717, folio 585, by The Village of Cross Keys, Incorporated, et al, pertaining to maintenance and use of certain Common Facilities and Recreational Facilities as therein defined; it is understood that the owner or owners of each Condominium Unit shall not be deemed to attain the status of a Lot Owner as that term is defined in the aforesaid September 25, 1970 Deed of Declaration and Agreement, but that Cross Keys Condominium No. 1 shall be considered such a Lot Owner; SUBJECT, HOWEVER, to all the obligations, burdens and duties of a Lot Owner pursuant thereto, including particularly, but not by way of limitation, the burden of all easements imposed by said Deed of Declaration and Agreement on all Common Facilities located within the above described premises, and the obligation of paying a proportionate part of the costs and expenses of operation and maintenance of the Common Facilities and Recreational Facilities as described therein; and SUBJECT, FURTHER, to the restriction that the determination of what shall constitute costs and expenses necessary to properly operate and maintain Common Facilities and Recreational Facilities, and what services shall be rendered in connection therewith, shall be within the sole and exclusive discretion of The Village of Cross Keys, Incorporated (or a Maintenance Corporation if it succeeds to the maintenance obligations

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set forth in said Deed of Declaration and Agreement), so long as such costs and expenses are reasonably incurred and allocated, and services reasonably undertaken, for the purpose of providing benefits available to the residents of the property referred to in said Deed of Declaration and Agreement as "Cross Keys Tract".

SUBJECT, HOWEVER, to the restrictions that (i) all lawns, landscaping and exterior building appearance within the above described property shall be cared for and maintained at the same level of quality as other residential areas which are included within the Cross Keys Tract as defined in the aforesaid Deed of Declaration and Agreement and which are maintained by The Village of Cross Keys, Incorporated (or a Maintenance Corporation which succeeds to its maintenance obligations with respect to said Tract), and (ii) there shall be no change made in exterior building appearance including, without limitation, no change in the color or kind of exterior building material used in building or for any paving surface without the written consent of The Village of Cross Keys, Incorporated (or successor Maintenance Corporation).

THE CONDOMINIUM HEREIN CREATED to have and to hold said tract, and the improvements thereon and appurtenances thereto unto and to the use of the said Condominium, and the owners of the units thereof, and its and their heirs, successors and assigns, in fee simple, forever, subject to the aforesaid provisions of the Annotated Code of Maryland and of this Deed.

SECOND

The Condominium hereby established shall consist of the tract of land above described, rights appurtenant thereto, and improvements thereto as follows, all of which improvements have been constructed and are more fully described in the Plats and plans attached hereto filed among the Plat Records of Baltimore City, Maryland, simultaneously with the recording hereof, consisting of 31 sheets designated Site Plan (Sheet 1), and three sheets for each of the ten buildings hereafter referred to, said 30 sheets

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consisting of (i) a Foundation Plan and Front Elevation, (ii) First Floor Plan, and (iii) Second Floor Plan and Rear Elevation for each building. Each of said plans is considered a part hereof as if set forth in full herein. The improvements are as follows:

1. Ten buildings, each consisting of a group of townhouse apartments, constructed on foundations and each building including a basement storage area under a portion of the building, with two full floor levels above the ground level for each of the townhouse apartments. Each building is located as shown on Sheet 1, Site Plan. Buildings designated as Buildings A, B, E and J each have nine Condominium Units as hereinafter described; buildings designated as Buildings C and D each have eight Condominium Units; buildings designated as Buildings F and G each have thirteen Condominium Units; and buildings designated as Buildings H and I each have ten Condominium Units.

2. The said premises are also improved by (i) drive-ways and parking areas, (ii) paved pedestrian walkways, and (iii) utilities and other appurtenant facilities.

THIRD

(a) Each of the Condominium Units shall be known and designated by the name of the road or court on which it faces, preceded by the number shown therefor on the Site Plan (Sheet 1), and the individual Floor Plans for the building in which located. Such Units are located in the buildings indicated as follows, the Unit designation numbers being even numbers only:

Building A - Nos. 18, 20, 22, 24, 26, 28, 30, 32 and 34 Palmer Green Court,

Building B - Nos. 2, 4, 6, 8, 10, 12, 14, 16 and 18 Hamlet Hill Road

Building C - Nos. 36, 38, 40, 42, 44, 46, 48 and 50 Palmer Green Court

Building D - Nos. 2, 4, 6, 8, 10, 12, 14 and 16 Palmer Green Court

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- Building E - Nos. 28, 30, 32, 34, 36, 38, 40  
42 and 44 Olmsted Green Court
- Building F - Nos. 46, 48, 50, 52, 54, 56, 58  
60, 62, 64, 66, 68 and 70 Olmsted  
Green Court
- Building G - Nos. 2, 4, 6, 8, 10, 12, 14, 16,  
18, 20, 22, 24 and 26 Olmsted  
Green Court
- Building H - Nos. 40, 42, 44, 46, 48, 50, 52,  
54, 56 and 58 Bouton Green Court
- Building I - Nos. 2, 4, 6, 8, 10, 12, 14, 16,  
18 and 20 Bouton Green Court
- Building J - Nos. 22, 24, 26, 28, 30, 32, 34,  
36 and 38 Bouton Green Court

Each such Unit shall consist of a horizontal property extending from the Ground Level Elevation for that Unit, as shown on the several Elevation Plats, to and including the roof of that Unit, except that for Units Nos. 2, 34 and 50 Palmer Green, 2 Hamlet Hill Road, 2, 28 and 70 Olmsted Green Court, and 2, 22 and 58 Bouton Green Court such horizontal property shall extend from the structural parts of the building supporting the First Floor, at the elevation for each of such units as shown on the several Elevation Plats, to and including the roof of that Unit. At the ground level (and for the rear of Building H at the level of the surface of deck extension of the first floor) each Unit's horizontal property shall also include that area outside the building enclosure shown as Condominium Unit area on the respective First Floor Plans, which property shall extend up to level of the top of the roof of that unit's enclosed space. Each such unit shall include exclusive right to all space and facilities located within the area described for such unit (except such elements as are hereinafter described as limited common elements), to and including the structural masonry walls (but only to the center of structural masonry walls dividing units in the same building) defining the unit from the lowest level of the Condominium Unit to the top of such walls. Such units shall include but not be limited to partitions, doors and windows, plumbing, heating, electric, air conditioning, and other facilities located therein, and the interior stairways located therein. Each unit with a fireplace shall also include the flues

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from that fireplace to the top of the chimney serving it, and including that portion of such chimney (or the whole thereof) located in that unit's portion of the wall supporting the chimney.

(b) In addition to the Condominium Unit locations indicated in paragraph (a) above, each Condominium Unit shall consist of that additional storage space on the Basement Floor level in the building in which the unit is located designated with its Condominium Unit number on the Basement Floor Plan for that building. Such additional space shall consist of a horizontal property extending from the Basement Floor elevation of the section of the basement in which located in each respective building, as shown on the several elevation plans, to, but not including the level of the structural parts of the building supporting the First Floor of that building. Each Condominium Unit's additional space shall consist of the area shown as Condominium Unit area for that unit on the respective plans for each building, extending to but not including the walls of the space shown for that unit. Such additional Condominium Unit space shall, however, include the door to each unit's space and any electric or other facilities designed to serve that particular space.

(c) To the extent that any one unit may encroach on or be encroached on by any limited or general common area or other unit, the encroachment shall be deemed to be mutual easements between the units and/or area involved.

#### FOURTH

The general common elements and limited common elements of the Condominium shall be as follows:

1. All of the land in the premises above described in Item FIRST hereof, including all appurtenant rights thereof, and particularly all of the easement and other rights set forth in the Deed of Declaration and Agreement above described, shall be general common elements. All facilities located underground shall be general common elements or limited

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common elements as hereafter described.

2. At the ground level, and extending from there upwards, all of the area of the said premises not included in the condominium units, as shown on the Plats filed herewith, and all facilities located in that area, shall be general common elements. Particularly, such common elements shall include the driveways, curbing, parking areas, and pedestrian walkways located within the Condominium premises.

3. Any lighting facilities, equipment and wiring installed to illuminate the above-mentioned general common elements, and the interest the Condominium may have, if any, in the primary telephone and electric lines and the water and sanitary sewer lines, other than individual feeder lines from each Condominium Unit, shall be general common elements.

4. The following, with respect to each of the ten buildings, shall be limited common elements reserved for all of the Condominium Units located in that building: footings and foundations for that building; the masonry structural walls enclosing the Basement storage area in the building; all structural elements of the building supporting the first floor located above the Basement storage area; the fences dividing and enclosing individual condominium unit areas located outside the building; the decking structure located at the rear of Building H (although such structure is maintained as a limited common element of Building H, the use of the deck is reserved for the individual units in the building as shown on the Ground Floor Plat of Building H indicating the deck space reserved for each unit). Notwithstanding the individual unit's extension to the full masonry exterior walls of the building in which located, the exterior surface of the building shall be maintained as a limited common element of that building.

FIFTH

The value of the complete property, fixed solely for purposes of allocating relative values to the respective condominium units in order to determine a percentage share of

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each unit in the expenses of and rights in the elements held in common and voting rights in the Condominium, is stated to be \$4,562,600.00. The respective values of the Condominium Units, percentages representing such values stated for the said purpose, and the number of votes to which the respective unit owners are entitled in all matters pertaining to the Condominium, are as follows:

<u>Units</u>	<u>Value Each Unit</u>	<u>% Each Unit</u>	<u>Value All Such Units</u>	<u>% Such Units</u>	<u>Votes Each Unit</u>
Nos. 6, 12, 22, 30, 40 and 46 Palmer Green Court					
Nos. 4, 8, 26, 34, 52 and 56 Bouton Green Court					
Nos. 6 and 14 Hamlet Hill Road					
Nos. 4, 6, 12, 18, 20, 22, 32, 40, 50, 52, 54, 60, 66 and 68 Olmsted Green Court (28 Units)	\$35,900	.787%	\$1,005,200	22.036	8
Nos. 4, 10, 14, 26, 38, 42 and 48 Palmer Green Court					
Nos. 10, 12, 16, 18, 30, 42, 44, 48 and 50 Bouton Green Court					
No. 10 Hamlet Hill Court					
Nos. 10, 16, 36, 56 and 62 Olmsted Green Court (22 Units)	\$41,900	.918%	\$ 921,800	20.196	9
Nos. 2 and 50 Palmer Green Court (2 Units)	\$42,900	.941%	\$ 85,800	01.882	10
Nos. 8, 20, 24, 28 and 44 Palmer Green Court					
Nos. 6, 14, 24, 28, 32 46 and 54 Bouton Green Court					
Nos. 4, 8 and 12 Hamlet Hill Court					
Nos. 8, 14, 30, 34, 38 58 and 64 Olmsted Green Court (22 Units)	\$55,000	1.205%	\$1,210,000	26.510	12
Nos. 16, 18 and 36 Palmer Green Court					
Nos. 2, 20, 22, 40 and 58 Bouton Green Court					
No. 2 Hamlet Hill Court					
Nos. 2, 28 and 70 Olmsted Green Court (12 Units)	\$56,100	1.230%	\$ 673,200	14.760	12.333



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No. 32 Palmer Green Court					
No. 36 Bouton Green Court					
No. 16 Hamlet Hill Court					
Nos. 24, 42 and 48 Olmsted Green Court (6 Units)	\$55,000	1.206%	\$ 330,000	07.236	12
No. 34 Palmer Green Court					
No. 38 Bouton Green Court					
No. 18 Hamlet Hill Court					
Nos. 26, 44 and 46 Olmsted Green Court (6 Units)	\$56,100	1.23%	\$ 336,600	07.380	12.333
Totals			<u>\$4,562,600</u>	<u>100%</u>	

SIXTH

The Condominium hereby created, and the rights, duties and liabilities of each Condominium Unit Owner, shall be governed by the provisions of this Master Deed and by the provisions of Article 21, Sections 117A to 142 inclusive of the Annotated Code of Maryland (1970 Cumulative Supplement), and, to the extent not inconsistent with such statutory or deed provisions, by the By-Laws of Cross Keys Condominium No. 1, in the form attached hereto as a part hereof, as such By-Laws may be amended from time to time by the members of the Condominium. The owner or owners of each Condominium Unit shall be entitled to the number of votes indicated for that unit in Item FIFTH above in all matters pertaining to the government or management of the Condominium, subject to provisions of Item NINTH hereof.

SEVENTH

The owner of each Condominium Unit shall maintain the same in good repair. No changes shall be made in any unit or the area included in any unit if such change results in a change in the exterior appearance of the building or walkways which are included in that unit. No change shall be made in any unit if such change results in any damage to or weakening of the structure of the building in which located or in any adverse effect on any other condominium unit. The Board of Directors of the Condominium, or any agent, representative or

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manager designated by such Board, shall have the right, at all reasonable times, to enter any Condominium Unit to ascertain compliance with such obligations. In the event of failure of a Condominium Unit owner to comply with any of such obligations, the Condominium, acting through its Board of Directors or any designated agent, representative or manager, shall, after ten days' prior written notice to the owner, and failure on the owner's part to correct the matters set forth in such notice, take such action as may be appropriate to make such repairs or prevent such changes and assess the cost thereof to such owner, as a lien on his Condominium Unit, in the same manner as such owner is assessed his share of common element costs. In event of emergency, the notice aforesaid shall not be required prior to the Condominium making any repairs, if, in the absence of such repairs, it is reasonable to assume structural damage to any building, or damage to any other Condominium Unit, or general or limited common element, would result.

#### EIGHTH

All expenses of maintenance of general common elements and limited common elements and from the operation of the Condominium, including the cost of all insurance carried by the Condominium and its management expenses, shall be assessed to all units in proportion to their respective percentage interests as set forth in Item FIFTH. All such charges against any Condominium Unit and all charges applicable to that unit from repairs (or other corrections) to the unit made pursuant to Item SEVENTH hereof, shall be levied and assessed as a lien at the beginning of each fiscal year, and shall become due and payable in installments, subject to acceleration on default, as the By-Laws shall provide.

#### NINTH

Each Condominium Unit may be leased or rented by the owner thereof for such term or terms as may be specified in

the lease or rental agreement describing the same. Each Condominium Unit is also subject to alienation, mortgage, pledge, transfer, gift or conveyance in any other manner. Any mortgage or other security transfer shall not be considered as a change of ownership for purposes of voting or holding office in the management of the Condominium or for purposes of assessment of charges of the Condominium as aforesaid. Each Condominium Unit shall continue to remain subject to the provisions of this Master Deed, the By-Laws of the Condominium, and the management of the Condominium by its Board of Directors, however the same may be leased, mortgaged, granted, conveyed or otherwise alienated by the owner, his heirs, successors or assigns.

TENTH

Stephen W. Wood and John W. Steele, III, Substituted Trustees under Deed of Trust dated October 23, 1963, and Supplemental Deed of Trust dated June 30, 1964, and Trustees under Deed of Trust dated October 27, 1971, for the benefit of The First National Bank of Boston, holder of the Notes secured by the said Deeds of Trust, and The First National Bank of Boston, join herein for the purpose of assenting to the creation of the within horizontal property regime, subject, however, to the condition that, until separately released by appropriate instrument hereafter, each of the within Condominium Units, and the common elements appurtenant thereto, shall remain subject to the lien of the aforesaid Deeds of Trust and Supplemental Deed of Trust, pursuant to the terms set forth therein.

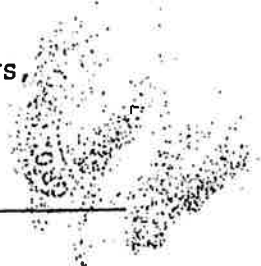
IN WITNESS WHEREOF the Grantor has caused the within premises to be duly executed on its behalf and its seal hereunto affixed, the day and year first above written.

ATTEST:

THE VILLAGE OF CROSS KEYS,  
INCORPORATED

  
Secretary

By:   
Vice President



WITNESS:

A. Hester

(SEAL)

A. Hester

(SEAL)

*[Handwritten signatures]*

ATTEST:

THE FIRST NATIONAL BANK OF BOSTON

*[Signature]*  
Assistant

By: *[Signature]*  
Vice President

STATE OF MARYLAND,  
COUNTY OF HOWARD, SS:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of October, 1971, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Michael Lewis, Vice President of THE VILLAGE OF CROSS KEYS, INCORPORATED, personally known to me, who made oath that he is such President, and as such is authorized to make this acknowledgment, and he acknowledged the foregoing instrument to be the act and deed of the said body corporate.

AS WITNESS my hand and Notarial Seal.



*[Signature]*  
Notary Public

My commission expires: 7-1-74

STATE OF MARYLAND,  
COUNTY OF HOWARD, SS:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of October, 1971, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Stephen W. Wood, personally known to me, who acknowledged the foregoing instrument to be his act and deed, in his capacity as Trustee.

AS WITNESS my hand and Notarial Seal.



*[Signature]*  
Notary Public

My commission expires: 7-1-74

STATE OF MARYLAND,  
COUNTY OF HOWARD, SS:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of October, 1971, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared John W. Steele, III, personally known to me, who acknowledged the foregoing instrument to be his act and deed, in his capacity as Trustee.

AS WITNESS my hand and Notarial Seal.



Theresa A. Corcoran  
Notary Public

My commission expires: 7-1-74

STATE OF MASSACHUSETTS,  
COUNTY OF Suffolk, SS:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of October, 1971, before me, the subscriber, a Notary Public in and for the State of Massachusetts, personally appeared Edwin B. Morris, III, Vice President of The First National Bank of Boston, personally known to me, who made oath that he is such Vice President, and as such is authorized to make this acknowledgment, and he acknowledged the foregoing instrument to be the act and deed of the said body corporate.

AS WITNESS my hand and Notarial Seal.

Philip D. Sturges  
Notary Public

My commission expires: \_\_\_\_\_

My Commission Expires June 18, 1976

