

THE CREST OF WICKFORD

CONDOMINIUM

SECOND AMENDED MASTER DEED

The Master Deed which, together with the original Bylaws, was recorded with the County Clerk, Montgomery County, Maryland on June 14, 1973 at Liber 4390 begin Folio 440, is presented hereunder in abridged form.

THE CITY OF WILKINSON CONDOMINIUM

SECOND AMENDED MASTER DEED

(Abridged)

1. PROPERTY SUBJECT TO DECLARATION. (Describes the subdivision as recorded in Plat books 92 and 94.)

2. IMPROVEMENTS. (Town houses as set forth in the Plat of Condominium Subdivision.)

3. COMMON ELEMENTS.

(a) Common Elements, in general, mean all land and portions of the improvements not located within the boundaries of the condominium units as shown on the Plat of Condominium Subdivision, and include specifically, but are not limited to, all sidewalks, driveways, parking areas and retaining walls.

(b) There are no Limited Common Elements.

(c) Common Elements shall remain undivided and no person shall bring any action for partition or division of the same.

(d) Although the parking areas constitute Common Elements the owner of each condominium unit shall be entitled to the exclusive use of one automobile parking space, subject to the easements hereinafter set forth --- (pertains to builder - moot) ---. The allocation of specific spaces to specific owners shall be made in accordance with the Bylaws appended hereto.

(e) Where a patio enclosed by a wall or fence adjoins a Condominium Unit at the time of conveyance of such unit by Developer to a purchaser, thereafter the owner of such unit shall be entitled to the exclusive use of such patio, subject to the easements hereinafter set forth.

4. VALUE. For purposes of this Amended Master Deed, and for determining the Percentage Interests of Co-owners in Common Elements, Common Expenses, and Common Profits, the value of the regime is established at \$6,700,000.00. The value of each Condominium Unit is established at \$100,000.00, and the percentage appertaining to the co-owner of each Condominium Unit is 1.4925 per centum. The percentage interests hereby established shall not be changed, except as provided in paragraphs 7 and 8 hereof, without the acquiescence of the co-owners representing all the condominium units in the project. No such change except as provided in paragraphs 7 and 8 shall affect the lien of any prior recorded mortgage or deed of trust unless the written consent of the record owner of such mortgage or the holder of the note secured by such deed of trust is obtained.

5. **BYLAWS.** Bylaws governing the administration of the condominium are appended to this Amended Master Deed and form a part hereof. Said Bylaws, in general, provide for the form of administration, meetings of the Council of Co-owners, the care, upkeep and maintenance of the condominium and responsibilities and obligations therefor, the collection of funds for Common Expenses, and other special provisions, limitations and restrictions.

6. **EASEMENTS.** Each Condominium Unit and the Common Elements shall be held subject to the benefits and burdens of all easements of record now existing, or easements which may hereafter be created by or in favor of any public utility company, including, but not limited to, the Potomac Electric Power Company, Washington Gas Light Company, Chesapeake and Potomac Telephone Company of Maryland, and the Washington Suburban Sanitary Commission, or their successors.

In addition to the foregoing Easements, each co-owner shall hold his respective Condominium Unit subject to and there shall pass as an inseparable appurtenance with each Condominium Unit the following easements:

a. Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making lawful use of the Common Elements or the Condominium Units.

b. Maintenance, Repair and Replacement. Easements through the Common Elements for maintenance, repair or replacement of the Condominium Units and Common Elements and easements through each Condominium Unit when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than said unit. Use of these easements, however, for access to the Condominium Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

c. Structural Support. Every portion of a Condominium Unit which contributes to the structural support of another unit shall be burdened with an easement of structural support for the benefit of said other unit.

d. Utilities. Easements through the Condominium Units and Common Elements for all facilities for the furnishing of utility services within the Horizontal Property Regime, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring.

7. **TERMINATION AND WAIVER OF REGIME.** The Council of Co-owners, being all of the Co-owners, may by deed waive this regime and re-group or merge their individual condominium units with the principal property, provided that said individual units are unencumbered, or, if encumbered, that the creditors in whose behalf the encumbrances are recorded consent thereto. No such waiver and merger shall bar in any way a subsequent constitution of the property into another horizontal property regime.

8. (Pertains to Developer -- moot.)
9. (Citizens Savings and Loan consent to establishment of the regime.)