

**ASSOCIATION
EASEMENT
AGREEMENT**

PARKING

CROSS EASEMENT AGREEMENT (PARKING AREA)

THIS CROSS EASEMENT AGREEMENT ("this Agreement") made this 14th day of October, 2003, by and between ROUNDWOOD RIDGE I LLC, a Maryland limited liability company (hereinafter referred to as "Roundwood I" or "Declarant"), ROUNDWOOD RIDGE II LLC, a Maryland limited liability company (hereinafter referred to as "Roundwood II"), ROUNDWOOD RIDGE III LLC, a Maryland limited liability company (hereinafter referred to as "Roundwood III") and ROUNDWOOD RIDGE I CONDOMINIUM ASSOCIATION, INC., a Maryland condominium association (hereinafter sometimes referred to as "Roundwood Ridge I").

EXPLANATORY STATEMENT

WHEREAS, pursuant to a Condominium Declaration ("Declaration") and By-Laws dated October 14, 2003, and condominium plat entitled, "ROUNDWOOD RIDGE I CONDOMINIUM", recorded or intended to be recorded among the Land Records of Baltimore County, Maryland (the "Land Records") (hereinafter referred to collectively as the "Condominium Documents"), Declarant submitted all that property more particularly described in Exhibit A to the Declaration to a condominium regime pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland (the "Roundwood Ridge I Condominium");

WHEREAS, Declarant owns the land described on Exhibit 1, attached hereto and incorporated herein by reference, which land includes the Roundwood Ridge I Condominium (the land being hereinafter referred to as the "Roundwood Ridge I Tract");

WHEREAS, Roundwood Ridge I Condominium Association, Inc. was created pursuant to the Articles of Incorporation filed with the State Department of Assessments and Taxation of Maryland on October 8, 2003, for the purposes of administering the provisions of the Condominium Documents;

WHEREAS, Roundwood II is the title owner to the property described on Exhibit 2, said property being hereinafter collectively referred to as the "Roundwood II Tract";

WHEREAS, Roundwood III is the title owner to the property described on Exhibit 2, said property being hereinafter collectively referred to as the "Roundwood III Tract";

WHEREAS, Roundwood II and Roundwood III intend to subject the Roundwood II Tract and Roundwood III Tract, respectively, into two (2) separate condominium regimes to be known as "Roundwood Ridge II Condominium Association, Inc." (hereinafter referred to as "Roundwood Ridge II") and "Roundwood Ridge III Condominium Association, Inc." (hereinafter referred to as "Roundwood Ridge III");

WHEREAS, certain Facilities (as such term is hereinafter defined) to serve all Owners (as such term is hereinafter defined) of the Associations (as such term is defined herein) are constructed or are intended to be constructed on the Roundwood Ridge I Tract, Roundwood Ridge II Tract and Roundwood Ridge III Tract;

WHEREAS, it is the intent of the parties hereto that the rights to use and the obligations for maintenance of the Facilities will be shared by all Owners.

NOW, THEREFORE, THIS CROSS EASEMENT AGREEMENT WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) in hand paid by each of the parties hereto to the other, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and covenant as follows.

1. Definition of Facilities and Owners. As used herein, the term "Facilities" shall refer to and include the parking area ("Parking Area") and open space areas, all shown on Exhibit 3, attached hereto and incorporated herein by reference and the term "Owners" shall refer to and include all owners of individual condominium units in any portion of the Roundwood Ridge I Tract, Roundwood Ridge II Tract and Roundwood Ridge III Tract. "Facilities" shall also include all underground utilities located beneath the Private Roadway and open space areas shown on Exhibit 3.

2. Reciprocal Rights to Use Facilities. Declarant, Roundwood II, Roundwood III and Roundwood I hereby establish and create for the benefit of Declarant, Roundwood II, Roundwood III and Roundwood I and their respective successors and assigns and the Owners, a mutual, reciprocal and non-exclusive easement, license, right and privilege to use and enjoy, for the purposes for which they have been designed, all Facilities which have been or may be hereafter constructed on the Roundwood Ridge I Tract, Roundwood Ridge II Tract and Roundwood Ridge III Tract. The rights and privileges granted and conferred by this Paragraph 2 shall be exercised and enjoyed in common by all Owners. Anything herein to the contrary, nothing herein described as Facilities shall be considered Facilities until such time as the same are constructed and put into use.

3. Maintenance and Repair of Facilities. Once constructed, Roundwood Ridge I shall operate, manage, repair and maintain the Facilities which are located on the Roundwood Ridge I Tract, Roundwood Ridge II Tract and Roundwood Ridge III Tract, respectively, and is hereby granted an easement under and over the Roundwood Ridge II Tract and Roundwood Ridge III Tract for such purposes. The Facilities shall be kept in a state of good maintenance and repair comparable to that existing when the Facilities are first constructed, ordinary wear and tear excepted.

4. Alterations to Facilities. The Declarant, Roundwood II and Roundwood III shall have the right to alter or relocate the Facilities with the other party's prior written consent (which consent shall not be unreasonably withheld), but without the approval of the other Owners.

5. Use of Facilities. All Owners and any occupants of a Completed Condominium Unit (as such term is hereinafter defined) shall be subject to any reasonable rules and regulations pertaining to the Facilities which may be promulgated by Declarant, Roundwood II or Roundwood III, from time to time, provided that such rules and regulations shall apply uniformly to all Owners and do not conflict with this Agreement.

6. Cost and Expense of Facilities. The cost and expense of operating and maintaining the Facilities in the manner provided herein shall be shared by the Owners on the

following basis, as calculated and determined from time to time as condominium units (as such term is defined in the Declaration for Roundwood Ridge I and condominium declarations for Roundwood Ridge II Condominium Association, Inc. and Roundwood Ridge III Condominium Association, Inc.) are constructed and for which a certificate of occupancy has been issued by appropriate governmental agencies (referred to herein as "Completed Condominium Unit"), except as provided in Paragraph 6 (c) below.

(a) Prior to the first day of the month during which one or more Completed Condominium Units are constructed on the Roundwood Ridge I Tract, the Owners whose Units have been subjected to the Condominium Documents in Roundwood Ridge I shall pay the entire cost and expense of operating and maintaining the Facilities.

(b) Commencing as of the first day of the month during which one or more Completed Condominium Units are constructed on the Roundwood Ridge II Tract and/or Roundwood Ridge III Tract, and continuing on the first day of each month thereafter, each Owner of Roundwood Ridge II and/or Roundwood Ridge III, as the case may be, shall pay directly to their Association (as such term is defined below), that fractional share of the cost and expense of operating and maintaining the Facilities, determined by the following formula, to wit: the numerator of which is one (1) and the denominator of which is the number of Completed Condominium Units collectively located on the Roundwood Ridge I Tract, Roundwood Ridge II Tract and/or Roundwood Ridge III Tract.

(c) Notwithstanding the foregoing, in no event shall Declarant, Roundwood II, Roundwood III, nor any of their respective successors or assigns, or any builder constructing dwellings on the Roundwood Ridge I Tract, Roundwood Ridge II Tract and Roundwood Ridge III Tract, be liable for payment of any cost and expense for operating and maintaining the Facilities, until and unless there is a Completed Condominium Unit located on the Roundwood Ridge I Tract, Roundwood Ridge II Tract and/or Roundwood Ridge III Tract owned by such party.

(d) Roundwood Ridge I, Roundwood Ridge II and Roundwood Ridge III (sometimes collectively referred to as the "Condominium Associations" and individually, the "Association") shall include in its respective budget and collect as part of its fees or assessments each Owner's proportionate share of the costs and expenses to be paid by the Associations and their respective Owners pursuant to this Agreement.

As used herein "cost and expense" of operating and maintaining the Facilities shall mean the total of all sums incurred in the operation of the Facilities and for maintenance and repair thereof. In determining "cost and expense" of operating and maintaining the Facilities for purposes hereof the following items shall be included: (a) expenses and reserves for repairs and capital improvements to the Facilities; (b) snow removal of the private roadway; (c) the cost of keeping in force liability insurance and property damage insurance (which shall include a waiver of subrogation against all Owners) covering the Facilities and insuring the Associations and all Owners as named insured; (d) the expenses for capital improvements to the Facilities in excess of reserves; and (e) the cost of any accounting necessary to maintain a system of books and records as described below (collectively, the "Facilities Costs").

Roundwood Ridge I shall maintain a comprehensive system of books and accounts in a manner reasonably satisfactory to Roundwood Ridge II and Roundwood Ridge III (the latter two Associations being sometimes referred to in this Agreement as "Roundwood Ridge II Condominium" and "Roundwood Ridge III Condominium", respectively), showing and reflecting the Facilities Costs. All such books and accounts shall be available for inspection by Declarant, Roundwood II, Roundwood III and each Association at any time during normal business hours.

At the end of each quarter, Roundwood Ridge I shall render unto Roundwood Ridge II Condominium and Roundwood Ridge III Condominium an invoice showing the cost and expense of operating and maintaining the Facilities during such quarter and stating the fractional share thereof payable by Roundwood Ridge II Condominium and Roundwood Ridge III Condominium as determined in accordance with this Paragraph 6. Roundwood Ridge II Condominium and Roundwood Ridge III Condominium shall remit the amount due under the invoice to Roundwood Ridge I Condominium within thirty (30) days after receipt by it of such invoice.

Any such proportionate share which is not paid in accordance with the terms hereof shall constitute a default by said Association and its Owners and said amount, together with interest at the rate of twelve percent (12%) per annum, a late charge of two percent (2%) of the amount due, costs of collection and reasonable attorney's fees may be collected by the non-defaulting Association by any and all remedies provided for herein, or at law or in equity, including, without limitation, placing a lien on any property of the defaulting Association and the Units owned by its Owners pursuant to the Maryland Contract Lien Act. In the event the non-defaulting Association elects to pursue collection under the Maryland Contract Lien Act, the lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorney's fees of Five Hundred Dollars (\$500.00) or such greater amount as may be awarded by a court having jurisdiction for breach of any of the covenants herein; provided, that there is only one (1) recovery for the claim and expenses. The Owners of Units in a defaulting Association shall be personally liable for all amounts due under this Agreement by said Association and each Owner's Unit shall remain subject to the lien for all such amounts. This Paragraph shall not be deemed to limit or waive, and shall be without prejudice to, any rights, remedies or recourses available to the Association for non-payment of assessments.

7. Nature of Rights Granted. Subject to the provisions of hereof, the easements, restrictions, benefits and obligations set forth in this Agreement shall create mutual and reciprocal easements, restrictions, benefits and servitudes upon the Roundwood Ridge I Tract, Roundwood Ridge II Tract and Roundwood Ridge III Tract, running with the land, which shall be perpetual. This Cross Easement Agreement shall create privity of contract and estate with and among the parties hereto and all grantees of all or any part of the Roundwood Ridge I Tract, Roundwood Ridge II Tract and Roundwood Ridge III Tract, and their respective successors and assigns.

8. Right to Cure Defaults. If any Association fails to perform any of its obligations hereunder, then the non-defaulting party may, after notifying the defaulting Association in writing of its breach and provided the defaulting Association fails to cure such breach within thirty (30) days after receipt of such written notice, the non-defaulting Association shall have the

right, but not the obligation, to cure such default and collect, upon demand, from the defaulting Association the costs incurred to remedy such breach, together with reasonable attorneys' fees and court costs, if court action is instituted for collection thereof; provided, however, that in the event of any damage which causes an immediate threat to the health, safety or welfare to the Owners, such thirty (30) day notice and cure period shall be waived.

9. Indemnity. Each of the Associations hereby indemnify the other, as well as Declarant, Roundwood II and Roundwood III, harmless against and from:

A. Any and all claims, actions, damages, liability or expense which the persons or entities so indemnified, their respective agents, tenants and invitees, successors and assigns, may incur in connection with any and all injuries to or death of persons or damage to real or personal property arising out of the exercise of the use of the Facilities by such Association; and

B. Any and all mechanics' and materialmen's or other liens or claims arising out of any action taken by (or failed to be taken by) the Association in violation of the terms hereof.

10. Negligence of Using Party. Any damage to the Facilities caused by the negligence or intentional acts of any party benefited hereby, or anyone claiming by or through them, shall be immediately repaired and restored by the party responsible for the damage and, if not so repaired, may be repaired by Declarant, Roundwood II, Roundwood III or the Association(s), and the costs of such repair shall be thereafter assessed against the party that caused the damage.

11. Termination of Easements. The easements, benefits and obligations set forth herein may be terminated or released by the recordation in the Land Records, of a written instrument executed by all Owners (and the Declarant, Roundwood II and Roundwood III, if any of such parties own any portion of the Roundwood Ridge I Tract, Roundwood Ridge II Tract and Roundwood Ridge III Tract at the time of such termination or release); provided, however, that any termination or release hereunder shall have no effect on the provisions of Paragraph 13(i), which shall continue to survive any termination or release. Until such termination and release, all such easements, benefits and obligations created by this Cross Easement Agreement shall be deemed easements running with and binding upon Roundwood Ridge I Tract, Roundwood Ridge II Tract and Roundwood Ridge III Tract as appurtenances to the dominant estates. This Cross Easement Agreement shall create privity of contract and estate with and among the Owners and all grantees of all of the Owners. No common ownership, now or hereafter shall create a merger of any of the rights created herein unless affirmatively declared merged and extinguished by instrument recorded among the Land Records.

12. Interpretation. This Cross Easement Agreement shall not impose upon any party hereto any obligation to initially construct any Facilities, but said Facilities, once constructed, shall be subject to the terms and provisions hereof.

13. General.

(a) The provisions hereof are not intended to and do not constitute a dedication for public use and the rights and easements herein created are private and for the benefit only of the parties herein designated.

(b) The parties and their respective successors and assigns shall, from time to time, execute and deliver such instruments of further assurances or confirmation, in recordable form, as may be reasonably necessary to perfect, complete and confirm the easements or other obligations created herein; provided, however, that the same shall be at no cost or expense to the non-requesting party.

(c) This Cross Easement Agreement contains the final and entire agreement between the parties hereto and they shall not be bound by any liens, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their successors or assigns.

(d) As used in this Cross Easement Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(e) This Cross Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(f) The provisions of this Cross Easement Agreement shall be deemed to be cumulative. No provision of this Cross Easement Agreement shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

(g) The captions of this Cross Easement Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Cross Easement Agreement or any part hereof. The Explanatory Statement in this Agreement forms a substantive part of this Agreement.

(h) This Cross Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document, provided, however, that this Cross Easement Agreement shall not be effective unless and until the parties named herein shall have executed this Cross Easement Agreement.

(i) Declarant, Roundwood II and Roundwood III for themselves and their respective successors and assigns hereby reserves the right to enter over, through and upon the Facilities for a period of twelve (12) years from the date hereof for the purposes of fulfilling any warranty obligations relating to Completed Condominium Units and/or any common areas; provided, however, that this provision shall not be construed to impose any such warranty liability on Declarant, Roundwood II or Roundwood III.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

WITNESS/ATTEST:

ROUNDWOOD RIDGE I LLC

Carol H. Graves

[Signature] (SEAL)
By: James Keelty, III, Manager

ROUNDWOOD RIDGE II LLC

Carol H. Graves

[Signature] (SEAL)
By: James Keelty, III, Manager

ROUNDWOOD RIDGE III LLC

Carol H. Graves

[Signature] (SEAL)
By: James Keelty, III, Manager

ROUNDWOOD RIDGE I CONDOMINIUM ASSOCIATION, INC.

Carol H. Graves

[Signature] (SEAL)
By: Mark Buda, President

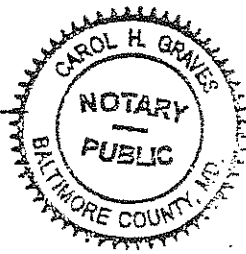
STATE OF MARYLAND, Baltimore COUNTY,

I HEREBY CERTIFY that on this 13th day of October, 2003, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared James Keelty, III, who acknowledged himself to be the Manager of Roundwood Ridge I LLC, a Maryland limited liability company ("Roundwood I"), and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Roundwood I by himself as such Manager.

WITNESS my hand and Notarial Seal.

Carol H. Graves
Notary Public

My Commission expires: 11-8-03

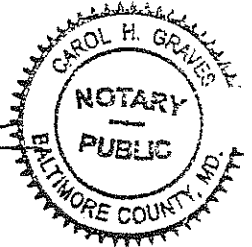


STATE OF MARYLAND, Baltimore COUNTY,

I HEREBY CERTIFY that on this 13th day of October, 2003 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared James Keely, III, who acknowledged himself to be the Manager of Roundwood Ridge II LLC, a Maryland limited liability company ("Roundwood II"), and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Roundwood II by himself as such Manager.

WITNESS my hand and Notarial Seal.

Carol H. Graves
Notary Public



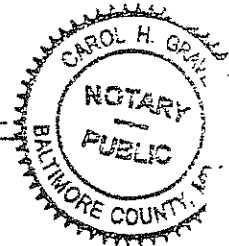
My Commission expires: 11-8-03

STATE OF MARYLAND, Baltimore COUNTY,

I HEREBY CERTIFY that on this 13th day of October, 2003 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared James Keely, III, who acknowledged himself to be the Manager of Roundwood Ridge III LLC, a Maryland limited liability company ("Roundwood III"), and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Roundwood III by himself as such Manager.

WITNESS my hand and Notarial Seal.

Carol H. Graves
Notary Public



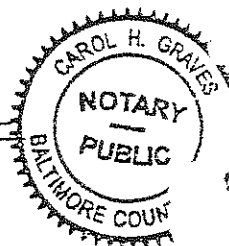
My Commission expires: 11-8-03

STATE OF MARYLAND, Baltimore COUNTY,

I HEREBY CERTIFY that on this 13th day of October, 2003 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Mark Buda, who acknowledged himself to be the President of Roundwood Ridge I Condominium Association, Inc., a Maryland condominium association ("Roundwood Ridge I"), and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Roundwood Ridge I by himself as such President.

WITNESS my hand and Notarial Seal.

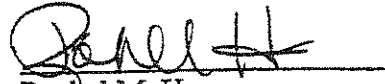
Carol H. Graves
Notary Public



My Commission expires: 11-8-03

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.


Rachel M. Hess

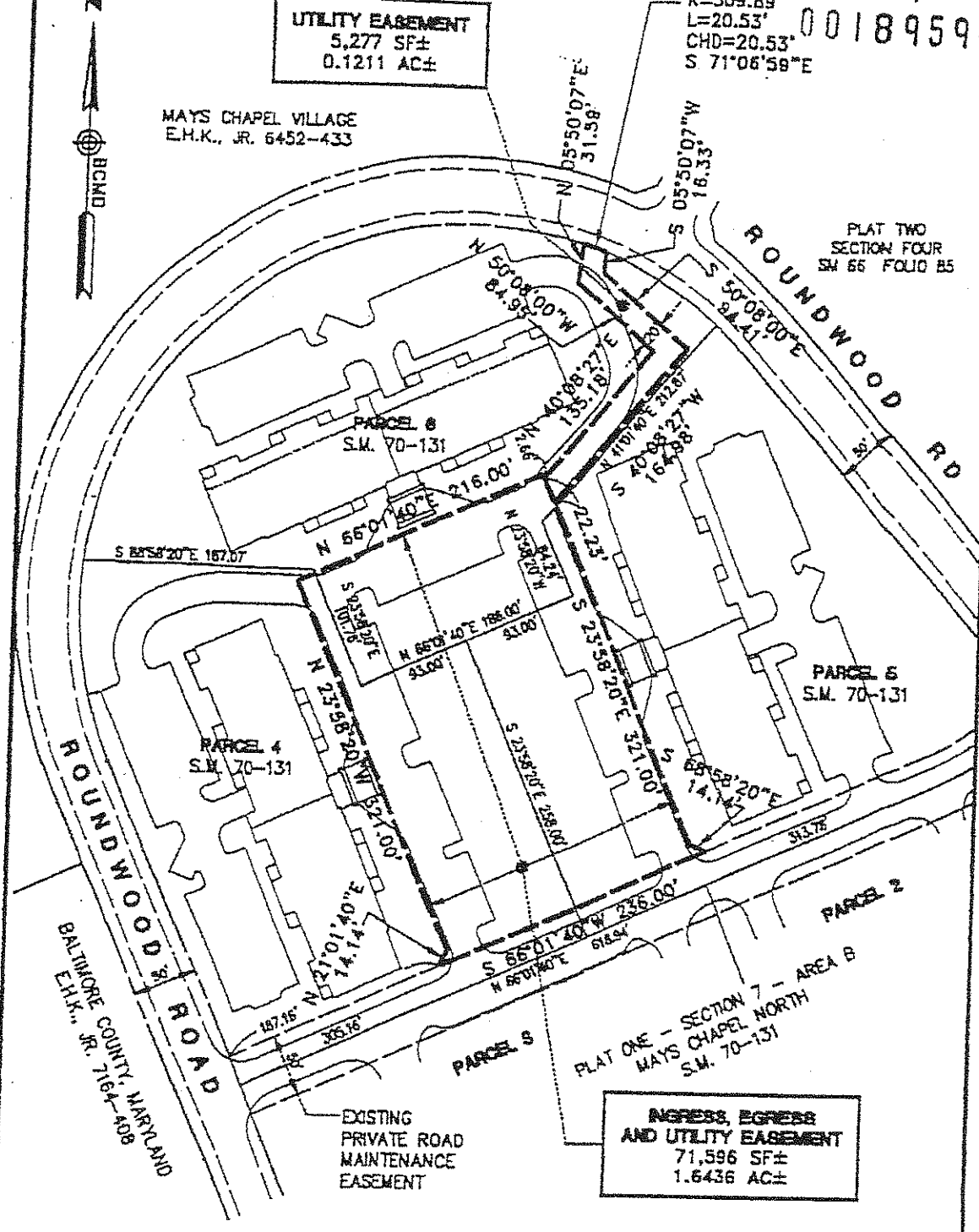


UTILITY EASEMENT
 5,277 SF±
 0.1211 AC±

0018959 574
 L=20.53'
 CHD=20.53'
 S 71°06'58"E

MAYS CHAPEL VILLAGE
 E.H.K., JR. 6452-433

PLAT TWO
 SECTION FOUR
 SM 55 FOLIO B5



REFERENCES:
 Plat "Plat One, Section 7 Area B,
 Mays Chapel North", S.M. 70-131.
 Deed E.H.K., Jr. 5281-326

UTILITY EASEMENT
INGRESS, EGRESS AND UTILITY EASEMENT
 Through Parcels 4, 5 and 6
 Mays Chapel North, Section 7B (S.M. 70-131)

8TH ELECTION DISTRICT, BALTIMORE COUNTY, MD
 SCALE: 1"=100' DATE: JUNE 5, 2002

**INGRESS, EGRESS
 AND UTILITY EASEMENT**
 71,596 SF±
 1.6436 AC±

UTILITIES

CROSS EASEMENT AGREEMENT (UTILITY EASEMENT)

THIS CROSS EASEMENT AGREEMENT ("this Agreement") made this 14th day of October, 2003, by and between ROUNDWOOD RIDGE I LLC, a Maryland limited liability company (hereinafter referred to as "Roundwood I" or "Declarant"), ROUNDWOOD RIDGE II LLC, a Maryland limited liability company (hereinafter referred to as "Roundwood II") and ROUNDWOOD RIDGE I CONDOMINIUM ASSOCIATION, INC., a Maryland condominium association (hereinafter sometimes referred to as "Roundwood Ridge I").

EXPLANATORY STATEMENT

WHEREAS, pursuant to a Condominium Declaration ("Declaration") and By-Laws dated October 14, 2003 and condominium plat entitled, "ROUNDWOOD RIDGE I CONDOMINIUM", recorded or intended to be recorded among the Land Records of Baltimore County, Maryland (the "Land Records") (hereinafter referred to collectively as the "Condominium Documents"), Declarant submitted all that property more particularly described in Exhibit A to the Declaration to a condominium regime pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland (the "Roundwood Ridge I Condominium");

WHEREAS, Declarant owns the land described on Exhibit 1, attached hereto and incorporated herein by reference, which land includes the Roundwood Ridge I Condominium (the land being hereinafter referred to as the "Roundwood Ridge I Tract");

WHEREAS, Roundwood Ridge I Condominium Association, Inc. was created pursuant to the Articles of Incorporation filed with the State Department of Assessments and Taxation of Maryland on October 8, 2003, for the purposes of administering the provisions of the Condominium Documents;

WHEREAS, Roundwood Ridge II is the title owner to the property described on Exhibit 2, said property being hereinafter referred to as the "Roundwood II Tract";

WHEREAS, Roundwood Ridge II intends to subject the Roundwood II Tract into a separate condominium regime to be known as "Roundwood Ridge II Condominium Association, Inc." (hereinafter referred to as "Roundwood Ridge II");

WHEREAS, certain Facilities (as such term is hereinafter defined) to serve all Owners (as such term is hereinafter defined) of the Associations (as such term is defined herein) are constructed or are intended to be constructed on the Roundwood Ridge I Tract and upon the Roundwood Ridge II Tract;

WHEREAS, it is the intent of the parties hereto that the rights to use and the obligations for maintenance of the Facilities will be shared by all Owners.

NOW, THEREFORE, THIS CROSS EASEMENT AGREEMENT WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) in hand paid by each of the parties hereto to the other, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and covenant as follows.

1. **Definition of Facilities and Owners.** As used herein, the term "Facilities" shall refer to and include the underground utilities located within the area designated as, "Utility Easement" on Exhibit 3, attached hereto and incorporated herein by reference and the term "Owners" shall refer to and include all owners of individual condominium units in any portion of the Roundwood Ridge I Tract and Roundwood Ridge II Tract.
2. **Reciprocal Rights to Use Facilities.** Declarant, Roundwood II and each of the Associations hereby establish and create for the benefit of Declarant and Roundwood II and their respective successors and assigns and the Owners, a mutual, reciprocal and non-exclusive easement, license, right and privilege to use and enjoy, for the purposes for which they have been designed, all Facilities which have been or may be hereafter constructed on the Roundwood Ridge I Tract and Roundwood Ridge II Tract. The rights and privileges granted and conferred by this Paragraph 2 shall be exercised and enjoyed in common by all Owners. Anything herein to the contrary, nothing herein described as Facilities shall be considered Facilities until such time as the same are constructed and put into use.
3. **Maintenance and Repair of Facilities.** Once constructed, Roundwood Ridge I shall operate, manage, repair and maintain the Facilities which are located within the Roundwood Ridge I Tract and Roundwood Ridge II Tract, respectively, and is hereby granted an easement within the Roundwood Ridge II Tract for such purposes. The Facilities shall be kept in a state of good maintenance and repair comparable to that existing when the Facilities are first constructed, ordinary wear and tear excepted.
4. **Alterations to Facilities.** The Declarant or Roundwood II shall have the right to alter or relocate the Facilities with the other party's prior written consent (which consent shall not be unreasonably withheld), but without the approval of the Owners.
5. **Use of Facilities.** All Owners and any occupants of a Completed Condominium Unit (as such term is hereinafter defined) shall be subject to any reasonable rules and regulations pertaining to the Facilities which may be promulgated by Declarant or Roundwood II, from time to time, provided that such rules and regulations shall apply uniformly to all Owners and do not conflict with this Agreement.
6. **Cost and Expense of Facilities.** The cost and expense of operating and maintaining the Facilities in the manner provided herein shall be shared by the Owners on the following basis, as calculated and determined from time to time as condominium units (as such term is defined in the Declaration for Roundwood Ridge I and condominium declaration for Roundwood Ridge II Condominium Association, Inc.) are constructed and for which a certificate of occupancy has been issued by appropriate governmental agencies (referred to herein as "Completed Condominium Unit"), except as provided in Paragraph 6 (c) below.

(a) Prior to the first day of the month during which one or more Completed Condominium Units are constructed on the Roundwood Ridge I Tract, the Owners whose Units have been subjected to the Condominium Documents in Roundwood Ridge I shall pay the entire cost and expense of operating and maintaining the Facilities.

(b) Commencing as of the first day of the month during which one or more Completed Condominium Units are constructed on the Roundwood Ridge II Tract, and continuing on the first day of each month thereafter, each Owner of Roundwood Ridge II, shall pay directly to their Association, that fractional share of the cost and expense of operating and maintaining the Facilities, determined by the following formula, to wit: the numerator of which is one (1) and the denominator of which is the number of Completed Condominium Units collectively located on the Roundwood Ridge I Tract and Roundwood Ridge II Tract.

(c) Notwithstanding the foregoing, in no event shall Declarant, Roundwood II, nor any of its respective successors or assigns, or any builder constructing dwellings on the Roundwood Ridge I Tract or Roundwood Ridge II Tract, be liable for payment of any cost and expense for operating and maintaining the Facilities, until and unless there is a Completed Condominium Unit located on the Roundwood Ridge I Tract or Roundwood Ridge II Tract, as owned by such party.

(d) Roundwood Ridge I and Roundwood Ridge II (sometimes collectively referred to as the "Associations" and individually, the "Association") shall include in its respective budget and collect as part of its fees or assessments each Owner's proportionate share of the costs and expenses to be paid by the Associations and their respective Owners pursuant to this Agreement.

As used herein "cost and expense" of operating and maintaining the Facilities shall mean the total of all sums incurred in the operation of the Facilities and for maintenance and repair thereof. In determining "cost and expense" of operating and maintaining the Facilities for purposes hereof the following items shall be included: (a) expenses and reserves for repairs and capital improvements to the Facilities; (b) snow removal of the private roadway; (c) the cost of keeping in force liability insurance and property damage insurance (which shall include a waiver of subrogation against all Owners) covering the Facilities and insuring the Associations and all Owners as named insured; (d) the expenses for capital improvements to the Facilities in excess of reserves; and (e) the cost of any accounting necessary to maintain a system of books and records as described below (collectively, the "Facilities Costs").

Roundwood Ridge I shall maintain a comprehensive system of books and accounts in a manner reasonably satisfactory to Roundwood Ridge II, showing and reflecting the Facilities Costs. All such books and accounts shall be available for inspection by Declarant, Roundwood II and each Association at any time during normal business hours.

At the end of each quarter, Roundwood Ridge I Condominium shall render unto Roundwood Ridge II an invoice showing the cost and expense of operating and maintaining the Facilities during such quarter and stating the fractional share thereof payable by Roundwood Ridge II as determined in accordance with this Paragraph 6. Roundwood Ridge II shall remit the amount due under the invoice to Roundwood Ridge I within thirty (30) days after receipt by it of such invoice.

Any such proportionate share which is not paid in accordance with the terms hereof shall constitute a default by said Association and its Owners and said amount, together with interest at the rate of twelve percent (12%) per annum, a late charge of two percent (2%) of the amount due, costs of collection and reasonable attorney's fees may be collected by the non-defaulting Association by any and all remedies provided for herein, or at law or in equity, including, without limitation, placing a lien on any property of the defaulting Association and the Units owned by its Owners pursuant to the Maryland Contract Lien Act. In the event the non-defaulting Association elects to pursue collection under the Maryland Contract Lien Act, the lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorney's fees of Five Hundred Dollars (\$500.00) or such greater amount as may be awarded by a court having jurisdiction for breach of any of the covenants herein; provided, that there is only one (1) recovery for the claim and expenses. The Owners of Units in a defaulting Association shall be personally liable for all amounts due under this Agreement by said Association and each Owner's Unit shall remain subject to the lien for all such amounts. This Paragraph shall not be deemed to limit or waive, and shall be without prejudice to, any rights, remedies or recourses available to the Association for non-payment of assessments.

7. Nature of Rights Granted. Subject to the provisions of hereof, the easements, restrictions, benefits and obligations set forth in this Agreement shall create mutual and reciprocal easements, restrictions, benefits and servitudes upon the Roundwood Ridge I Tract and the Roundwood Ridge II Tract, running with the land, which shall be perpetual. This Cross Easement Agreement shall create privity of contract and estate with and among the parties hereto and all grantees of all or any part of the Roundwood Ridge I Tract and Roundwood Ridge II Tract, and their respective successors and assigns.

8. Right to Cure Defaults. If any Association fails to perform any of its obligations hereunder, then the non-defaulting party may, after notifying the defaulting Association in writing of its breach and provided the defaulting Association fails to cure such breach within thirty (30) days after receipt of such written notice, the non-defaulting Association shall have the right, but not the obligation, to cure such default and collect, upon demand, from the defaulting Association the costs incurred to remedy such breach, together with reasonable attorneys' fees and court costs, if court action is instituted for collection thereof; provided, however, that in the event of any damage which causes an immediate threat to the health, safety or welfare to the Owners, such thirty (30) day notice and cure period shall be waived.

9. Indemnity. Each of the Associations hereby indemnify the other, as well as Declarant and Roundwood II, harmless against and from:

A. Any and all claims, actions, damages, liability or expense which the persons or entities so indemnified, their respective agents, tenants and invitees, successors and assigns, may incur in connection with any and all injuries to or death of persons or damage to real or personal property arising out of the exercise of the use of the Facilities by such Association; and

B. Any and all mechanics' and materialmen's or other liens or claims arising out of any action taken by (or failed to be taken by) the Association in violation of the terms hereof.

10. Negligence of Using Party. Any damage to the Facilities caused by the negligence or intentional acts of any party benefited hereby, or anyone claiming by or through them, shall be immediately repaired and restored by the party responsible for the damage and, if not so repaired, may be repaired by Declarant, Roundwood II or the Association(s), and the costs of such repair shall be thereafter assessed against the party that caused the damage.

11. Termination of Easements. The easements, benefits and obligations set forth herein may be terminated or released by the recordation in the Land Records, of a written instrument executed by all Owners (and the Declarant and Roundwood II, if either of such two parties own any portion of the Roundwood Ridge I Tract or the Roundwood Ridge II Tract at the time of such termination or release); provided, however, that any termination or release hereunder shall have no effect on the provisions of Paragraph 13(i), which shall continue to survive any termination or release. Until such termination and release, all such easements, benefits and obligations created by this Cross Easement Agreement shall be deemed easements running with and binding upon Roundwood Ridge I Tract and Roundwood Ridge II Tract as appurtenances to the dominant estates. This Cross Easement Agreement shall create privity of contract and estate with and among the Owners and all grantees of all of the Owners. No common ownership, now or hereafter shall create a merger of any of the rights created herein unless affirmatively declared merged and extinguished by instrument recorded among the Land Records.

12. Interpretation. This Cross Easement Agreement shall not impose upon any party hereto any obligation to initially construct any Facilities, but said Facilities, once constructed, shall be subject to the terms and provisions hereof.

13. General.

(a) The provisions hereof are not intended to and do not constitute a dedication for public use and the rights and easements herein created are private and for the benefit only of the parties herein designated.

(b) The parties and their respective successors and assigns shall, from time to time, execute and deliver such instruments of further assurances or confirmation, in recordable form, as may be reasonably necessary to perfect, complete and confirm the easements or other obligations created herein; provided, however, that the same shall be at no cost or expense to the non-requesting party.

(c) This Cross Easement Agreement contains the final and entire agreement between the parties hereto and they shall not be bound by any liens, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their successors or assigns.

(d) As used in this Cross Easement Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(e) This Cross Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(f) The provisions of this Cross Easement Agreement shall be deemed to be cumulative. No provision of this Cross Easement Agreement shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

(g) The captions of this Cross Easement Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Cross Easement Agreement or any part hereof. The Explanatory Statement in this Agreement forms a substantive part of this Agreement.

(h) This Cross Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document, provided, however, that this Cross Easement Agreement shall not be effective unless and until the parties named herein shall have executed this Cross Easement Agreement.

(i) Declarant and Roundwood II for themselves and their respective successors and assigns hereby reserve the right to enter over, through, under and upon the Roundwood Ridge I Tract and Roundwood Ridge II Tract for a period of twelve (12) years from the date hereof for the purposes of fulfilling any warranty obligations relating to Completed Condominium Units and/or any common areas; provided, however, that this provision shall not be construed to impose any such warranty liability on Declarant or Roundwood II.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

WITNESS/ATTEST:

Carol H. Strawn

ROUNDWOOD RIDGE I LLC

James Keelty, III (SEAL)
By: James Keelty, III, Manager

Carol H. Strawn

ROUNDWOOD RIDGE II LLC

James Keelty, III (SEAL)
By: James Keelty, III, Manager

Carol H. Strawn

ROUNDWOOD RIDGE I CONDOMINIUM ASSOCIATION, INC.

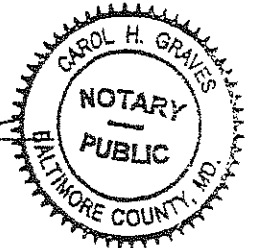
Mark Buda (SEAL)
By: Mark Buda, President

STATE OF MARYLAND, Baltimore COUNTY,

I HEREBY CERTIFY that on this 13th day of October, 2003 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared James Keely, III, who acknowledged himself to be the Manager of Roundwood Ridge I LLC, a Maryland limited liability company ("Roundwood I"), and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Roundwood I by himself as such Manager.

WITNESS my hand and Notarial Seal.

Carol H. Graves
Notary Public



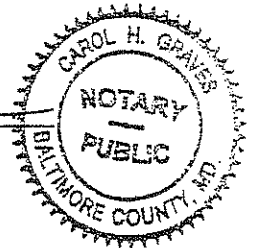
My Commission expires: 11-8-03

STATE OF MARYLAND, Baltimore COUNTY,

I HEREBY CERTIFY that on this 13th day of October, 2003 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared James Keely, III, who acknowledged himself to be the Manager of Roundwood Ridge II LLC, a Maryland limited liability company ("Roundwood II"), and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Roundwood II by himself as such Manager.

WITNESS my hand and Notarial Seal.

Carol H. Graves
Notary Public



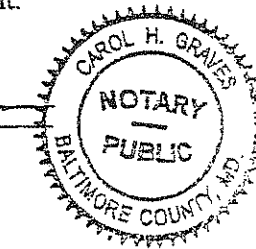
My Commission expires: 11-8-03

STATE OF MARYLAND, Baltimore COUNTY,

I HEREBY CERTIFY that on this 13th day of October, 2003 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Mark Buda, who acknowledged himself to be the President of Roundwood Ridge I Condominium Association, Inc., a Maryland condominium association ("Roundwood Ridge I"), and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Roundwood Ridge I by himself as such President.

WITNESS my hand and Notarial Seal.

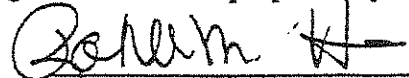
Carol H. Graves
Notary Public



My Commission expires:

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.



Rachel M. Hess